

opportunity for hearing thereon, that trusteeship under this Indenture and such other indenture is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify the Trustee from acting as such under one of such indentures;"

SECTION 21. Paragraph (1) of subdivision (b) of Section 100 of the Mortgage is hereby amended to insert the number "49," before the number "59".

Section 100 of the Mortgage is hereby further amended by adding at the end of such Section a new paragraph as follows:

"(e) The provisions of this Section, which have been made specifically applicable to a Trustee, shall apply to the Corporate Trustee, the Individual Trustee, and, if a separate or co-trustee is appointed pursuant to Section 103 hereof, to any separate or co-trustee. Notwithstanding any of the provisions of this Section which require the Individual Trustee to transmit reports to the bondholders and to file such reports with each stock exchange upon which the bonds are listed and also with the Securities and Exchange Commission, the Individual Trustee may, if it so elects, furnish to the Corporate Trustee all information concerning the Individual Trustee which the Individual Trustee is required to report, and the Corporate Trustee shall transmit and file such information, in accordance with the provisions of this Section, on behalf of the Individual Trustee."

SECTION 22. The fifth paragraph of Section 103 of the Mortgage is hereby amended by inserting the words "(subject to the provisions of Sections 88 and 89 hereof)" after the words "sufficient warrant".

The eighth paragraph of Section 103 of the Mortgage is hereby amended by deleting therefrom the words "with full power of substitution and revocation," and the words "or any substitute".

SECTION 23. Section 108 of the Mortgage is hereby amended to read as follows:

and time of the meeting and in general terms the business to be submitted. Any meeting of bondholders shall be valid without notice if the holders of all bonds then Outstanding hereunder are present in person or by proxy and if the Company and the Corporate Trustee are present by duly authorized representatives, or if notice is waived in writing before or after the meeting by the Company, the holders of all bonds Outstanding hereunder and by the Corporate Trustee, or by such of them as are not present in person or by proxy."

SECTION 24. The second paragraph of Section 113 of the Mortgage is hereby amended by deleting the first word therefrom and substituting therefor the following: "Except for the purpose of waiving any past Default, as defined in Section 65 hereof, or other default and its consequences, in which event the provisions of Section 71 hereof shall be applicable, bonds".

SECTION 25. Section 118 of the Mortgage is hereby amended by deleting therefrom the words "to the knowledge of the Corporate Trustee" wherever such words occur.

SECTION 26. Section 119 of the Mortgage is hereby amended by substituting the word "hereunder" for the words "hereunder to the knowledge of the Corporate Trustee".

SECTION 27. The second paragraph of Section 121 of the Mortgage is hereby deleted and the following paragraph substituted therefor:

"Whenever any action to be taken by the Corporate Trustee upon the request or application of the Company pursuant to any of the provisions of this Indenture is dependent upon the compliance by the Company with any conditions precedent (including any covenants compliance with which constitutes a condition precedent) provided for in this Indenture, every such request or application shall be accompanied by a Treasurer's Certificate and an Opinion of Counsel stating in each case that in the opinion

"Section 108. The Corporate Trustee may at any time call a meeting of the bondholders and it shall call such a meeting on the written request of the Company, given pursuant to a Resolution of its Board of Directors, or on written request of the holders of not less than a majority in principal amount of the bonds Outstanding hereunder (determined as provided in Section 71 hereof) at the time of such request, in each case setting forth in reasonable detail the purpose or purposes of such meeting. In the event of the Corporate Trustee's failing for ten (10) days to call a meeting after being thereunto requested by the Company or the bondholders as above set forth, holders of Outstanding bonds to the amount specified in this Section or the Company, pursuant to Resolution of its Board of Directors, may call such meeting. Every such meeting called by and at the instance of the Corporate Trustee shall be held in the Borough of Manhattan, The City of New York, or with the written approval of the Company, at any other place in the United States of America, and written notice thereof, stating the place and time thereof and in general terms the business to be submitted, shall be mailed by the Corporate Trustee not less than thirty (30) days before such meeting (a) to all holders of bonds the names and addresses of whom are preserved as required by Section 43 hereof, and (b) to the Company addressed to it at Raleigh, North Carolina (or at such other address as may be designated by the Company from time to time), and shall be published by the Corporate Trustee at least four (4) times preceding the meeting, in a Daily Newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York, the first publication to be not less than twenty (20) days prior to the date of such meeting; provided, however, that the mailing of such notice to any bondholders shall in no case be a condition precedent to the validity of any action taken at such meeting. If such meeting is called by or at the instance either of the Company or of the bondholders, it shall be held at such place in the United States of America as may be specified in the notice calling such meeting and notice thereof shall be sufficient for all purposes hereof if given by newspaper publication as aforesaid stating the place

of the persons making such certificate or opinion the conditions precedent to such action, provided for in this Indenture (including any covenants compliance with which constitutes a condition precedent), will, on the delivery to the Trustee of such Treasurer's Certificate, Opinion of Counsel and the Resolutions, certificates and other documents specified therein, have been complied with."

Section 121 of the Mortgage is hereby further amended by adding thereto the following:

"Any instrument supplemental to this Indenture shall comply with all applicable provisions of the Trust Indenture Act of 1939 as in force on the date of the execution of such supplemental indenture."

SECTION 28. The Trustees hereby accept the trusts herein declared, provided, created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Third Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XVI of the Mortgage shall apply to and form part of this Third Supplemental Indenture with the same force and effect as if the same were herein set forth in full with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Third Supplemental Indenture.

SECTION 29. Subject to the provisions of Article XV and Article XVI of the Mortgage, whenever in this Third Supplemental Indenture either of the parties hereto is named or referred to, this shall be