

Estate for its reasonable compensation, advances, expenses, and counsel fees incurred in and about the performance of its powers and duties hereunder, and the costs and expenses of defending against any liability in the premises of any character whatsoever, and the Company hereby covenants and agrees to pay unto the Trustee such compensation, advances, counsel fees and other expenses reasonably made or incurred in and about the performance of such duties and powers.

4. Resignation and Removal of Trustee; Appointment of Successor. The Trustee may at any time resign and be discharged from the trusts hereby created by giving thirty days' written notice to the Company and to the holder of the note by publication of notice to the holder of the note at least once a week for two successive calendar weeks on any day of each such week, the first publication to be at least thirty days prior to the date when the resignation is to take effect, in a newspaper in the City of Concord, North Carolina, and such resignation shall take effect at the end of said thirty days unless prior thereto a successor Trustee shall have been appointed in the manner provided in this Section.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Trustee and to the Company, and signed by the holder of the note.

In case the Trustee shall resign or be removed or be or become incapable of acting hereunder, a successor may be appointed by the holder of the note by an instrument or concurrent instruments in writing signed by the holder of the note. Every appointment of a successor Trustee hereunder shall be in writing or concurrent writings executed by the person or persons entitled to make such appointment