

removed and divested of all right, title and interest in and to the property hereby conveyed, but the TRUSTEE shall be entitled to reasonable compensation for its services hereunder and the payment of any and all costs, expenses and advancements incurred or made by it hereunder notwithstanding.

(c) Appointment of Successors: In the case of resignation, removal, incapacity, death or inability of the TRUSTEE to discharge the duties of the trust, it shall be lawful for the holder of the Note with the concurrence of the CORPORATION (or of the holders of a majority in principal amount of the Notes then outstanding with the concurrence of the CORPORATION) to name and appoint a successor to the TRUSTEE by a writing duly signed by the holder or holders of the Note or Notes, and delivered to such successor and to the TRUSTEE, or such successor may be appointed in the way and manner now or hereafter provided by the statutes of either the State of North Carolina or of any state in which any part of the TRUST STATE is located, or by a Judge of the Superior Court of the State of North Carolina, or a Judge of the Court of General Jurisdiction in such other state, upon the application of the holder of the Note or of the holders of twenty-five percent (25%) in principal amount of the Notes then outstanding, provided that at the time of such application a successor to the TRUSTEE has not been named and appointed by the holder of the Note or by the holders of a majority in principal amount of the Notes. In the event of an appointment of a new trustee