

in the way and manner provided, such trustee shall accept the appointment by an instrument in writing duly executed and acknowledge by it, which instrument shall be delivered by it to its predecessor TRUSTEE and to the CORPORATION.

The CORPORATION covenants and agrees that all costs and expenses reasonably incurred by any of the parties hereto arising by reason of resignation or removal of the TRUSTEE and the appointment of a successor will be paid by the CORPORATION.

Any successor trustee to the TRUSTEE shall be a bank or trust company.

(d) Duties, Obligations and Immunities of the Trustee: The TRUSTEE for itself and its successors in trust, hereby accepts the trust and assumes the duties hereby created and imposed upon it, upon the following terms and conditions, to-wit:

(1) The TRUSTEE shall receive for accepting the trust a fee of \$400.00 payable upon the execution and delivery of this Indenture.

(2) The TRUSTEE shall also be paid an annual fee of \$150.00 per year so long as the Note or any of the Notes or any part thereof shall remain outstanding, said fee to be paid at the end of each year.

(3) In addition to the above, if at any time the Note or Notes shall be prepaid or redeemed, in whole or in part, prior to maturity in accordance with its terms, a cancellation fee of one-tenth of one percent (.1%) of the aggregate