

The Trustee shall be paid such compensation by the Company for its services hereunder as shall be agreed upon from time to time between the Company and the Trustee but, if and to the extent that such compensation is not paid by the Company, it shall be paid out of and shall constitute a first charge upon the trust funds.

All expenses incurred by the Trustee in the performance of its duties hereunder, and any taxes upon the Trust, shall be a charge against and be paid from the Trust fund.

ARTICLE XI

DESIGNATION AND APPOINTMENT OF TRUSTEE

For the purposes of administering this Plan, the Board of Directors of the Company, in its sole discretion, shall either designate a bank as Trustee, or elect an individual as Trustee. Should the Board, at any time during the life of this Trust, decide to elect an individual as Trustee to administer this Plan, the following rules shall prevail:

- (a) The term of his office shall be for five years, and until his successor has been elected and has qualified.
- (b) Any vacancy occurring from any cause shall be filled by the Board of Directors.
- (c) No Trustee who is also an employee of the Company shall receive any compensation for acting as Trustee.

ARTICLE XII

RESIGNATION AND REMOVAL OF TRUSTEE

The Trustee may be removed by the Company at any time, upon ninety (90) days notice in writing to the Trustee. The Trustee may resign at any time, upon ninety (90) days notice in writing to the Company. Promptly after such removal or resignation of the Trustee, the Trustee shall file with the Company a written report of its activities as such Trustee, which report shall include a full accounting and full record of its administration of the Trust to the successor Trustee.

In the event of the resignation or removal of the Trustee, the