

ARTICLE VIII

Removal, Resignation and Appointment

The trustee may be removed by the Bank at any time, or may resign, upon thirty (30) days notice to the Bank. In the event of such a removal or resignation or in the event of the death or mental incapacity of the trustee (a) the Bank shall appoint a successor trustee who is qualified under applicable law to succeed the trustee, and (b) the trustee, or his personal representative shall, as soon as possible, but in no event more than thirty (30) days after receiving notice of removal, giving notice of resignation, death or incapacity as the case may be, turn over all assets managed by it to the Bank or to any successor trustee so appointed, and shall make a full accounting to the Bank with respect to all assets managed by it since its appointment as trustee.

ARTICLE IX

Amendment

The Bank reserves the right at any time to amend, in whole or in part, any or all of the provisions of this Agreement by notice thereof delivered in writing to the trustee; provided, that any such amendment which affects the rights, duties or responsibilities of the trustee may not be made without the consent of the trustee; and further provided, that no such amendment shall be made which conflicts with the Trust.

ARTICLE X

Duration and Termination

This Agreement shall continue for such time as may be necessary to accomplish the purposes for which it was created. This Agreement may be terminated as of any date by notice in writing from the Bank to the trustee, which notice shall