

to the Chairman, the President or the Secretary (referred to in Section 10.6 hereof) and such resignation shall be effective upon such delivery, or at a later date according to the terms of the notice. Any or all of the Trustees may be removed (provided the aggregate number of Trustees after such removal shall not be less than the minimum number required by Section 10.1 hereof) either (a) with cause, by the action of 66 $\frac{2}{3}$ % of the remaining Trustees at a meeting duly called, or (b) with or without cause by the affirmative vote of the holders of at least a majority of the Shares entitled to vote, present in person or by proxy, at a meeting of Shareholders called for the purpose. Upon the resignation or removal of a Trustee, or his otherwise ceasing to be a Trustee, he shall execute and deliver such documents as the remaining Trustees may require for the purpose of conveying to the Trust or the remaining Trustees any Trust Property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his legal representative shall execute and deliver on his behalf such documents as the remaining Trustees shall require as provided in the preceding sentence.

SECTION 10.4. *Vacancies.* The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, bankruptcy, adjudicated incompetence or other incapacity to exercise the duties of the office, or removal of a Trustee. No such vacancy shall operate to annul this Declaration of Trust or to revoke any existing agency created pursuant to the terms of this Declaration of Trust, and title to any Trust Property held in the name of any Trustee alone, jointly with one or more of the other Trustees or otherwise, shall, in the event of the death, resignation, removal, bankruptcy, adjudicated incompetence or other incapacity to exercise the duties of the office of such Trustee, vest in the continuing or surviving Trustees without necessity of any further act or conveyance. In the case of an existing vacancy, the affirmative vote of the holders of at least a majority of the Shares entitled to vote, present in person or by proxy, at a meeting of Shareholders called for the purpose, or a majority of the Trustees continuing in office acting by written instrument or instruments, may fill such vacancy, and any Trustee so elected by the Trustees shall hold office until the next annual meeting of Shareholders. Upon the effectiveness of any such appointment as provided in this Section, the Trust Property shall vest in such new Trustee jointly with the continuing or surviving Trustees without the necessity of any further act or conveyance; provided, however, that no such election or appointment as provided in this Section 10.4 shall become effective unless or until the new Trustee shall have accepted in writing his appointment and agreed to be bound by the terms of this Declaration of Trust.

SECTION 10.5. *Meetings.* Meetings of the Trustees shall be held from time to time upon the call of the Chairman, the President, the Secretary or any two Trustees. Notice of any meeting shall be mailed or otherwise given not less than 48 hours before the meeting but may be waived in writing by any Trustee either before or after such meeting. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened. The Trustees may act with or without a meeting. A quorum for all meetings of the Trustees shall be a majority of the Trustees then in office. Unless specifically provided otherwise in this Declaration of Trust, any action of the Trustees may be taken at a meeting by vote of a majority of the Trustees present (a quorum being present) or without a meeting. Any agreement, deed, mortgage, lease or other instrument or writing executed by one or more of the Trustees or by any Person, pursuant to authorization of or upon ratification thereof by action of the Trustees as provided in this Declaration of Trust, shall be valid and binding upon the Trustees and upon the Trust.

Any committee may act with or without a meeting. A quorum for all meetings of any committee shall be a majority of the members thereof. Unless specifically provided otherwise in this Declaration of Trust, any action of any committee may be taken at a meeting by vote of a majority of the members present (a quorum being present) or without a meeting.

Any action of the Trustees or of a committee taken without a meeting may be taken without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by a majority of the Trustees then in office or the then members of the committee (as the case