

- (a) The Trust shall carry on no business except for the purpose of winding up its affairs.
- (b) The Trustees shall proceed to wind up the affairs of the Trust and all of the powers of the Trustees under this Declaration of Trust shall continue until the affairs of the Trust shall have been wound up, including the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Trust Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its business; provided however that any sale, conveyance, assignment, exchange, transfer or other disposition of all or substantially all of the Trust Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of all outstanding Shares entitled to vote.
- (c) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements, as they deem necessary for their protection, the Trustees may distribute the remaining Trust Property, in cash or in kind or partly each, among the Shareholders according to their respective rights.

Notwithstanding any other provision hereof, until completion of the first public offering of Shares of the Trust shall have become effective, this Declaration of Trust may be terminated or amended in any respect by the affirmative vote of a majority of the Trustees or by an instrument or instruments signed by a majority of the Trustees.

SECTION 13.2. *Merger, Consolidation, Disposition of Assets.* The Trust may merge or consolidate with any other Person or may sell, lease or exchange all or substantially all of its property and assets, including its good will, upon such terms and conditions and for such consideration when and as authorized at any meeting of Shareholders called for the purpose by the affirmative vote of the holders of not less than two-thirds of the Shares then outstanding and entitled to vote, or by an instrument or instruments in writing without a meeting, signed by the holders of not less than two-thirds of such Shares. In respect of any such merger, consolidation or sale of assets, any Shareholder shall be entitled to rights of appraisal of his Shares to the same extent as a shareholder of a Massachusetts business corporation in respect of a merger, consolidation or sale of assets of a Massachusetts business corporation and such rights shall be his exclusive remedy in respect of his dissent from any such action.

ARTICLE XIV

MISCELLANEOUS

SECTION 14.1. *Governing Law.* This Declaration of Trust is executed by the Trustees and delivered in the Commonwealth of Massachusetts and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of said Commonwealth.

SECTION 14.2. *Counterparts.* This Declaration of Trust may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

SECTION 14.3. *Reliance by Third Parties.* Any certificate executed by an individual who, according to the records in the office of the Secretary of The Commonwealth of Massachusetts or in the Registry of Deeds for Suffolk County, Massachusetts, appears to be a Trustee hereunder, certifying to: (a) the number or identity of Trustees or Shareholders, (b) the due authorization of the execution