

ARTICLE XI

AMENDMENT OR TERMINATION OF TRUST; TRANSFER TO SUCCESSOR

SECTION 11.1. *Amendment or Termination.* The provisions of this Declaration of Trust may be amended or altered (except as to the exemptions from personal liability of the Shareholders and Trustees and the prohibition of assessments upon Shareholders), or the Trust may be terminated at any meeting of Shareholders called for such purpose, by the affirmative vote of the holders of not less than a majority of the Shares then outstanding. Such amendment or termination shall not be effective until a certificate, signed and acknowledged by one or more Trustees that such action was taken at a meeting duly called and held in accordance with and by the affirmative vote required by this Declaration of Trust, shall have been filed in the office of the Secretary of the Commonwealth of Massachusetts; provided, however, that, after 15 days' written notice to the Shareholders of the proposed action, the Trustees may, from time to time by the affirmative vote of two-thirds of the Trustees, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Shareholders, to the extent deemed by the Trustees in good faith to be necessary to meet the requirements for qualification as a real estate investment trust under the REIT Provisions of the Internal Revenue Code or any interpretation thereof by a court of competent jurisdiction.

Upon the termination of the Trust pursuant to this Section 11.1:

(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 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

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