

Shares of all classes and series then outstanding and entitled to vote thereon, or by an instrument or instruments in writing, without a meeting, signed by a majority of the Trustees and by holders of Shares representing not less than two-thirds of the total number of votes authorized to be cast by Shares of all classes and series. Such amendment or termination shall not be effective until, if such amendment or termination is effectuated by an instrument in writing, such instrument shall have been filed in the office of the Secretary of The Commonwealth of Massachusetts, or, if effectuated by a vote at a meeting, a certificate, signed and acknowledged by a Trustee 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 so filed; provided, however, that, the Trustees may, from time to time by a two-thirds vote of the Trustees then in office, 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 (a) 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 or other governmental agency of competent jurisdiction, (b) to increase or decrease the number of authorized Common Shares, provided that no such decrease shall reduce authorized Common Shares below the number of Common Shares then outstanding plus the number of Common Shares issuable upon conversion of or exercise of rights under outstanding Securities of the Trust, or (c) to decrease the number of authorized Preferred Shares provided that no such decrease shall reduce authorized Preferred Shares below the number of Preferred Shares then outstanding plus the number of Preferred Shares issuable upon conversion of or exercise of rights under outstanding Securities of the Trust. Upon the termination of the Trust pursuant to this Section 13.1:

(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 however that subject to the provisions of any series of Preferred Shares at the time outstanding, 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 the holders of Shares representing not less than a majority of the total number of votes authorized to be cast by Shares of all classes then outstanding and entitled to vote thereon.

(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 the respective rights of the class or series of Shares held by them.

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. Class Voting Rights of Preferred Shares.** The holders of the outstanding Preferred Shares shall be entitled to vote as a class upon any proposed amendment or alteration (other than termination) of this Declaration of Trust pursuant to Section 13.1 or upon any proposed amendment to be effected pursuant to the third sentence of the final paragraph of Section 6.3, whether or not otherwise entitled to vote thereon separately or together with other classes, if the proposed amendment or alteration would