

a meeting or at a meeting duly called for such purpose by the affirmative vote of the holders of not less than two-thirds of the Shares entitled to vote at such meeting; provided, however, that the Trustees may, from time to time by a two-thirds vote 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 or other governmental agency of competent jurisdiction. Notwithstanding the foregoing, no amendment may be made pursuant to this Section 13.1 which would change any rights with respect to any outstanding Shares of the Trust by reducing the amount payable thereon upon liquidation of the Trust or by diminishing or eliminating any voting rights pertaining thereto, except with the vote or written consent of the holders of two-thirds of the outstanding Shares entitled to vote thereon.

13.2 Termination. The Trust may be terminated by the Shareholders 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. Upon the termination of the Trust pursuant to this Section 13.2:

(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 affirmative vote of not less than a majority of all outstanding Shares entitled to vote; and

(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.

Upon termination of the Trust and distribution to the Shareholders as herein provided, a majority of the Trustees shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Shareholders shall cease and be cancelled and discharged.

13.3 Reorganization. The Trustees, after receiving an affirmative vote of not less than a majority of the Shares then outstanding at any meeting of Shareholders, the notice for which included a statement of such proposed action, may select, or direct the organization of, any Person with or into which the Trust may merge, or which shall take over the Trust Property and carry on the affairs of the Trust. The Trustees may effect such merger or may sell, convey and transfer the Trust Property to any such Person in exchange for