

(ii) The Trustees shall proceed to wind up the affairs of the Trust and all of the powers of the Trustees under this Declaration 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 Estate 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 more than fifty percent (50%) of the Total Assets of the Trust Estate shall require approval of the principal terms of the transaction and the nature and amount of the consideration by vote or consent of the holders of a majority of all the outstanding Shares entitled to vote thereon.

(iii) 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 Estate, in cash or in kind or partly each, among the Shareholders according to their respective rights.

(b) After termination of the Trust and distribution to the Shareholders as herein provided, the Trustee 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 rights and interest of all Shareholders shall thereupon cease.

8.3. *Amendment Procedure.* (a) This Declaration may be amended (except as to the limitations of personal liability of the Shareholders and Trustees, Officers, employees and agents and the prohibition of assignments upon Shareholders) by Shareholders holding two-thirds of the outstanding Shares entitled to vote thereon. Two-thirds of the Trustees may, after 15 days' written notice to the Shareholders, also amend this Declaration without the vote or consent of Shareholders if they deem it necessary to conform this Declaration to the requirements of the REIT Provisions of the Internal Revenue Code or to other applicable federal laws or regulations, but the Trustees shall not be liable for failing so to do.

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