

D070000000003

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(City/State/Zip/Phone #)

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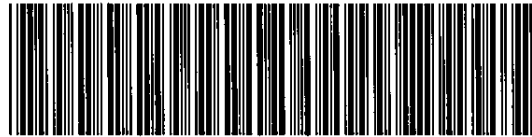
(Business Entity Name)

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TALLAHASSEE, FLORIDA

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TO ACKNOWLEDGE
SUFFICIENCY OF FILING

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CT

a Wolters Kluwer business

CT

1207 Governor's Square Blvd.
Tallahassee, FL 32301-2960

850 222 1092 tel

850 222 7615 fax

www.ctlegalsolutions.com

February 20, 2007

Department of State, Florida
Clifton Building
2611 Executive Center Circle
Tallahassee FL 32301

Re: Order #: 6854180 SO
Customer Reference 1: None Given
Customer Reference 2:

Dear Department of State, Florida:

Please file the attached:

CenterPoint Properties Trust (MD)
Qualification
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to the attention of the undersigned.

If for any reason the enclosed cannot be filed upon receipt, please contact the undersigned immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,


Jennifer Murphy
Fulfillment Specialist
jennifer.murphy@wolterskluwer.com



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 21, 2007

CT / JENNIFER MURPHY

SUBJECT: CENTERPOINT PROPERTIES TRUST
Ref. Number: W07000008922

We have received your document for CENTERPOINT PROPERTIES TRUST and your check(s) totaling \$350.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please have the affidavit for Centerpoint Properties Trust notarized. Also please print the name of the chairman of the board of trustees, who signed the affidavit, under his signature.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6047.

Carolyn Lewis
Document Specialist
New Filing Section

Letter Number: 807A00012798

Attn: Cardyn Lewis

CT CORPORATION SYSTEM

Requester's Name

1203 Governor's Square Blvd.

Address

Tallahassee FL 32301

City/State/Zip

Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Centerpoint Properties Trust
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

☐ Walk in

☐ Pick up time _____

☐ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS

- ☐ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

AMENDMENTS

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☐ Merger

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark

☒ Other — TRUST

Please refill and
backdate

CR2E031(7/97)

Examiner's Initials

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

CenterPoint Properties Trust

A Maryland **TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of CenterPoint Properties Trust, a
(Name of Trust)
Maryland Trust hereby affirms in order to file or qualify
(State)
CenterPoint Properties Trust, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.

2. The principal address is 1808 Swift Drive

Oak Brook, IL 60523

3. The registered agent and street address in the State of Florida is:

CT Corporation 1200 South Pine Island Road, Plantation, FL 33324

4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity

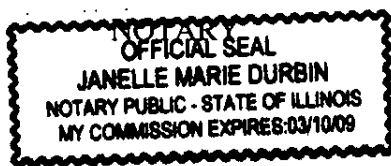
Jeffrey D. Butterfield
Assistant Secretary

[Signature]

(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of
Trust under which the association proposes to conduct its business in
Florida.

[Signature]
Name: Peter A. Schaff
Chairman of the Board of Trustees



CR3E063(3/00)

Janelle Marie Durbin

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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33

2007 FEB 20 AM 9:46

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
CENTERPOINT PROPERTIES TRUST

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND AUGUST 13, 1997 AT 10:15 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID.

\$ 20.00

RECORDING
FEE PAID.

\$ 20.00

SPECIAL
FEE PAID.

\$

D4767117

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL ENDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION IN MARYLAND

STATE OF MARYLAND

I hereby certify that this is a true and correct copy of the
document on file in the State Department of Assessments and Taxation.
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
233 E. REDWOOD STREET
BALTIMORE MD 21202
BY *[Signature]* Custodian
This stamp replaces our previous certification system. Effective 6/95
04363118100



A511/51

RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBR. 1010.

3764-
2520

1.D. NOW D4767117
ACKN. NO. - 042C3115100
CENTERPOINT PROPERTIES TRUST

DECLARATION

OF 08/13/97 AT 10:15 A.M.

CENTERPOINT PROPERTIES TRUST

RECEIVED

THIS DECLARATION OF TRUST is made as of August 12, 1997 by the undersigned Trustees.

ARTICLE I

THE TRUST

Section 1.1. Name. The name of the trust (hereinafter the "Trust") is:

CenterPoint Properties Trust

Section 1.2. Principal Office; Resident Agent. The post office address of the principal office of the Trust in the State of Maryland is c/o CSC-Lawyers Incorporating Service Company, 11 East Chase St., Baltimore, Maryland 21202. The name of the resident agent of the Trust in the State of Maryland is CSC-Lawyers Incorporating Service Company, 11 East Chase Street, Baltimore, Maryland 21202. The resident agent is a Maryland corporation. The Trust may have such offices or places of business within or without the State of Maryland as the Trustees may from time to time determine.

Section 1.3. Nature of Trust. The Trust is a real estate investment trust within the meaning of Title 8 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended ("Title 8"), or any successor statute. The Trust is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint stock association or, except as contemplated in Section 9.1, a corporation.

Section 1.4. Powers. The Trust shall have all of the powers granted to real estate investment trusts generally under Title 8 and shall have any other and further powers as are not inconsistent with Title 8 or any other applicable law.

Without limiting the generality of the foregoing, the Trust (i) may continue the business of CenterPoint Properties Corporation, a Maryland corporation (the "Predecessor Corporation"), with and into which the Trust will be merged (the "Merger") with the Trust as the surviving entity and (ii) may engage in business as a real estate investment trust under the Internal Revenue Code of 1986, as amended, or any successor statute (the "Code"). For purposes of this Declaration of Trust, the term "REIT" shall mean a real estate investment trust as described in the Code.

Section 1.5. Duration of Trust; Sale of Assets. The Trust shall continue perpetually unless terminated pursuant to any applicable provision of Title 8. The Trust may be voluntarily dissolved or consolidated or its existence terminated only by the affirmative vote of the holders of not less than two-thirds of all of the shares of beneficial interest then outstanding and entitled to vote on the matter. The Trust may sell or otherwise dispose of all or substantially all of the real and personal property of the Trust (the "Trust Property") only by the affirmative vote of the

holders of not less than two-thirds of all shares of beneficial interest then outstanding and entitled to vote on the matter.

ARTICLE II

TRUST SHARES

Section 2.1. Authorized Shares. The total number of shares of beneficial interest which the Trust has authority to issue is 60,000,000 shares (the "Shares"), of which 47,727,273 are Common Shares, par value \$.001 per share ("Common Shares"), 2,272,727 are Class B Common Shares, par value \$.001 per share ("Class B Common Shares"), and 10,000,000 are Series Preferred Shares, par value \$.001 per share ("Preferred Shares"). The aggregate par value of all authorized shares of beneficial interest having par value is \$60,000.

Section 2.2. Voting Rights. Subject to the provisions of Article IV regarding Excess Shares (as such term is defined therein), each Common Share shall entitle the holder thereof to one vote.

Section 2.3. Issuance of Preferred Shares. The Preferred Shares may be issued, from time to time, in one or more series as authorized by the Board of Trustees. Prior to issuance of shares of each series of Preferred Shares, the Board of Trustees by resolution shall designate that series to distinguish it from all other series of Preferred Shares and classes of shares of beneficial interest of the Trust, shall specify the number of shares to be included in that series of Preferred Shares and, subject to the provisions of Article IV regarding Excess Shares, shall set the terms, preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications and terms or conditions of redemption.

Section 2.4. Classification or Reclassification of Unissued Shares. Subject to the express terms of any series of Preferred Shares or any class of Common Shares outstanding at the time and notwithstanding any other provision of the Declaration of Trust, the Board of Trustees may increase or decrease the number of, alter the designation of or classify or reclassify any unissued Shares by setting or changing, in any one or more respects, from time to time before issuing the Shares, and, subject to the provisions of Article IV regarding Excess Shares, the terms, preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of any series or class of Shares.

Section 2.5. Sale of Shares. The Board of Trustees, in their discretion, may from time to time issue or sell or contract to issue or sell Shares, including Shares held in the treasury, to such party or parties and for money or property actually received, as permitted under the laws of the State of Maryland, at such time or times, and on such terms as the Trustees deem appropriate. In connection with any issuance of Shares, the Trustees, in their discretion, may provide for the issuance of fractional Shares.

Section 2.6. Declaration of Trust and By-Laws. All persons who shall acquire shares of beneficial interest in the Trust at any time and from time to time shall acquire the same subject to the provisions of this Declaration of Trust and the By-Laws of the Trust.

Section 2.7. Class B Common Shares. The Class B Common Shares shall have the following rights:

(1) Dividend Rights.

(a) The holders of record of outstanding Class B Common Shares shall be entitled to receive, when and as declared by the Board of Trustees, out of funds legally available therefor, cash dividends which are payable when, as and if authorized by the Board of Trustees, *pari passu* with any dividends paid on the Trust's Common Shares, in an amount per share equal to the Class B Common Shares Common Dividend Amount, as in effect from time to time. The initial per share Class B Common Shares Common Dividend Amount per annum shall be equal to \$1.7268. Each calendar quarter after the effective date of the Merger (the "Effective Date") (or, if the Effective Date is not on the first day of a calendar quarter, the period beginning on the Effective Date and ending on the last day of the calendar quarter in which the Merger shall have occurred) is referred to hereinafter as a "Dividend Period." The amount of dividends payable with respect to each full Dividend Period for the Class B Common Shares shall be computed by dividing the Class B Common Shares Common Dividend Amount by four. The amount of dividends on the Class B Common Shares payable with respect to the initial Dividend Period shall be computed ratably on the basis of the actual number of days in such Dividend Period and, if the Effective Date is not on the first day of a calendar quarter, shall include the amount of dividends payable with respect to the portion of the dividend period of the Class B Common Stock of the Predecessor Corporation beginning on the first day of calendar quarter of the Merger and ending on the day immediately prior to the Effective Date computed ratably on the basis of the actual number of days in such dividend period of the Predecessor Corporation's Class B Common Stock. The amount of dividends on the Class B Common Shares payable with respect to any other Dividend Period shorter or longer than a full Dividend Period shall be computed ratably on the basis of the actual number of days in such Dividend Period. In the event of any change in the quarterly cash dividend per share applicable to the Common Shares after the date of this Declaration of Trust, the quarterly cash dividend per share of the Class B Common Shares shall be adjusted for the same Dividend Period by an amount computed by multiplying the amount of the change in the Common Shares dividend by the Conversion Ratio (as defined in Section 2.7(3)(b)).

(b) In the event the Trust shall declare a distribution payable in (i) securities of other persons, (ii) evidences of indebtedness issued by the Trust or other persons, (iii) assets (excluding cash dividends) or (iv) options or rights to purchase shares or evidences of indebtedness in the Trust or other persons, then, in each such case for the purpose of this Section 2.7(1), the holders of the Class B Common Shares shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of Common Shares of the Trust into which their shares of Class B Common Shares are or would be convertible (assuming such shares of Class B Common Shares were then convertible) as of the record date fixed for determination of the holders of Common Shares of the Trust entitled to receive such distribution.

(2) Liquidation Rights.

(a) Subject to any prior rights of any other class or series of shares, the holders of Class B Common Shares shall be entitled to receive the remaining assets of the Trust available for distribution pro rata with the other holders of shares of the Trust as though they were the holders of the number of Common Shares of the Trust into which their Class B Common Shares are or would be convertible (assuming such Class B Common Shares were then convertible) as of the record date applicable to such distribution.

(b) Neither a consolidation or merger of the Trust with or into any other trust or corporation, nor a merger of any other trust or corporation into the Trust, nor the purchase or redemption of all or part of any outstanding class or classes of shares of the Trust, nor a sale or transfer of all or any part of its assets, shall be considered a liquidation, dissolution or winding up of the Trust within the meaning of this Section 2.7(2).

(3) Conversation Rights.

(a) Mandatory Conversion into Common Shares.

(i) Beginning on September 30, 1998, and at the end of each calendar quarter thereafter, such number of shares of Class B Common Shares will mandatorily convert into such number of Common Shares as will result in the holders of the Class B Common Shares owning, in the aggregate, 4.9% of the then outstanding Common Shares; and if on any such date the total number of outstanding Class B Common Shares would not, upon conversion, result in the holders thereof owning, in the aggregate, 4.9% of the then outstanding Common Shares, then all such outstanding Class B Common Shares will mandatorily convert into Common Shares. The Company will notify the Investor in writing at least five (5) business days prior to the end of each calendar quarter as to the number of Class B Common Shares subject to mandatory conversion, which number will be revised, if necessary, as a result of intervening events, no later than two (2) business days after the end of the applicable quarter.

(ii) On September 21, 2005, each remaining Class B Common Share which has not been converted to Common Shares shall mandatorily convert to that number of fully paid and nonassessable Common Shares equal to the Conversion Ratio, as adjusted, regardless of the 4.9% limitation described in Section 2.7(3)(a)(i) above.

(iii) The Trust shall make such arrangements as it deems appropriate for the issuance as soon as practicable of certificates representing Common Shares issued upon the mandatory conversion of the Class B Common Shares in exchange for and contingent upon surrender by the holder of the certificate(s) representing such holder's Class B Common Shares. From and after the date of mandatory conversion, certificates representing Class B Common Shares shall be deemed to represent an equal number of Common Shares.

(b) Right to Convert.

Beginning on September 21, 1998, the holders of Class B Common Shares shall have the right, at their option, to convert each such share, at any time and from time to time, into one fully paid and nonassessable Common Share (the "Conversion Ratio," which is subject to adjustment as provided below); *provided, however*, that no holder of Class B Common Shares shall be entitled to convert such Class B Common Shares into Common Shares pursuant to the foregoing provision, if, as a result of such conversion, such person would become the Beneficial Owner of more than 4.9% of the Trust's outstanding Common Shares. "Beneficial Owner" shall have the meaning set forth in Rule 13d-3 under the Securities and Exchange Act of 1934 (or any successor provision thereto). Notwithstanding the foregoing, the foregoing conversion right may be exercised at any time after the Effective Date and irrespective of the 4.9% limitation (and no such limit shall apply) if any of the following circumstances occurs any time after the Effective Date:

(i) For any two consecutive fiscal quarters, the aggregate amount outstanding as of the end of the quarter under (1) all mortgage indebtedness of the Trust and its consolidated entities and (2) unsecured indebtedness of the Trust and its consolidated entities for money borrowed that has not been made generally subordinate to the other indebtedness for borrowed money of the Trust or any consolidated entity exceeds fifty-five percent (55%) of the Trust's total market capitalization, defined as the market value of all of the Trust's outstanding shares, assuming the conversion of all outstanding convertible securities, including the Class B Common Shares plus the amount of the Company's total non-convertible indebtedness (all as such items of indebtedness and capitalization are reported in consolidated financial statements contained in the Trust's Form 10-Ks and Form 10-Qs as filed with the Securities and Exchange Commission); or

(ii) Fewer than three of John S. Gates, Jr., Robert M. Stovall, Michael M. Mullen and Paul S. Fisher are continuing as Key Managers of the Trust. (For purposes of this subparagraph (ii), a "Key Manager" shall mean a Person who is (a) employed by the Trust and (b) actively participates as a senior executive officer in the management of the Trust); or

(iii) If (A) the Trust shall be party to, or shall have announced or entered into an agreement for, any transaction (including, without limitation, a merger, consolidation, statutory share exchange or sale of all or substantially all of its assets (each of the foregoing a "Transaction")), in each case as a result of which Common Shares shall have been or will be converted into the right to receive shares, securities or other property (including cash or any combination thereof) or which has resulted or will result in the holders of Common Shares immediately prior to the Transaction owning less than 50% of the Common Shares after the Transaction, or (b) a "change of control" as defined in the next

sentence occurs with respect to the Trust. A change of control shall mean the acquisition (including by virtue of a merger, share exchange or other business combination) by one shareholder or a group of shareholders acting in concert with the power to elect a majority of the Trust's Board of Trustees. The Trust shall notify the holders of Class B Common Shares promptly if any of the events listed in this Section 2.7(3)(b)(iii) shall occur.

(c) The Trust shall make such arrangements as it deems appropriate for the issuance as soon as practicable of certificates representing Common Shares issued upon the mandatory conversion of the Class B Common Shares in exchange for and contingent upon surrender by the holder of the certificate(s) representing such holder's Class B Common Shares. From and after the date of mandatory conversion, certificates representing Class B Common Shares shall be deemed to represent an equal number of Common Shares.

(d) Procedure for Conversion. In order to exercise its right to convert Class B Common Shares into Common Shares pursuant to Section 2.7(3)(b) above, the holder thereof shall surrender the certificate(s) therefor, duly endorsed if the Trust shall so require, or accompanied by appropriate instruments of transfer satisfactory to the Trust, at the office of any transfer agent for the Class B Common Shares, or if there is no such transfer agent, at the principal offices of the Trust, or at such other office as may be designated by the Trust, together with written notice that such holder elects to convert such shares. Such notice shall also state the name(s) and address(es) in which such holder wishes the certificate(s) for the Common Shares issuable upon conversion to be issued. As soon as practicable after an optional conversion, the Trust shall issue and deliver at said office a certificate or certificates for the number of whole Common Shares issuable upon conversion of the Class B Common Shares duly surrendered for conversion, to the person(s) entitled to receive the same. Class B Common Shares shall be deemed to have been converted immediately prior to the close of business on the date on which the certificates therefor and notice of election to convert the same are duly received by the Trust in accordance with the foregoing provisions, and the person(s) entitled to receive the Common Shares issuable upon such conversion shall be deemed for all purposes as record holder(s) of such Common Shares as of the close of business on such date.

(e) No Fractional Shares. No fractional shares shall be issued upon conversion of the Class B Common Shares into Common Shares, and the number of Common Shares to be issued shall be rounded to the nearest whole share. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of Class B Common Shares the holder is at the time converting into Common Shares and the number of Common Shares issuable upon such aggregate conversion. As to any final fraction of a share which the holder of one or more Class B Common Shares would be entitled to receive upon exercise of his conversion right, the Trust shall pay a cash adjustment in an amount equal to the same fraction of the last sale price (or bid price if there were no sales) per share of Common Shares

on the New York Stock Exchange on the business day which next precedes the conversion date or, if such Common Shares is not then listed or admitted to trading on such Exchange, on any national securities exchange, of the market price per share (as determined in a manner prescribed by the Board of Trustees of the Trust) at the close of business on the business day which next precedes the conversion date.

(f) Adjustments.

(i) The Conversion Ratio shall be subject to adjustment as follows:

(A) In the event the Trust shall at any time (i) pay a dividend or make a distribution to holders of Common Shares in shares, (ii) subdivide its outstanding Common Shares into a larger number of shares, (iii) combine its outstanding Common Shares into a smaller number of shares, or (iv) issue by reclassification of its Common Shares any shares of the Trust, the Conversion Ratio in effect immediately prior thereto shall be adjusted as provided below so that the holder of any Class B Common Shares thereafter surrendered for conversion shall be entitled to receive the number of shares of the Trust which such holder would have owned or have been entitled to receive after the happening of any of the events described above, had such Class B Common Share been converted immediately prior to the happening of such event. Any adjustment made pursuant to this subparagraph (a) shall become effective retroactively immediately after the record date in the case of a dividend and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(B) In case the Trust shall issue rights or warrants to all holders of its Common Shares entitling them to subscribe for or purchase Common Shares at a price per share less than the current market price (as hereinafter defined) per share of Common Shares at the record date mentioned below, the number of Common Shares into which each Class B Common Share shall thereafter be convertible shall be determined by multiplying the number of Common Shares into which such Class B Common Share was therefore convertible by a fraction, of which the numerator shall be the number of Common Shares outstanding on the date of issuance of such rights or warrants plus the number of additional Common Shares offered for subscription or purchase, and of which the denominator shall be the number of Common Shares outstanding on the date of issuance of such rights or warrants plus the number of shares which the aggregate offering price of the total number of shares so offered would purchase at such

current market price. Such adjustment shall be made whenever such rights or warrants are issued, and shall become effective retroactively immediately after the record date for the determination of shareholders entitled to receive such rights or warrants.

(C) In case the Trust shall distribute to all holders of its Common Shares evidences of its indebtedness or assets or rights or warrants to subscribe for or purchase securities issued by the Trust or property of the Trust (excluding those referred to in subparagraph (B) above), then in each such case the number of Common Shares into which each Class B Common Share shall thereafter be convertible shall be determined by multiplying the number of Common Shares into which such Class B Common Share was theretofore convertible by a fraction, of which the numerator shall be the current market price per Common Share, and of which the denominator shall be such current market price per Common Share, less the then fair market value (as determined by the Board of Trustees of the Trust, whose determination shall be conclusive) of the portion of the assets or evidence of indebtedness so distributed or of such rights or warrants applicable to one share of the Common Shares. Such adjustment shall be made whenever any such distribution is made, and shall become effective retroactively immediately after the record date for the determination of shareholders entitled to receive such distribution.

(D) If any such rights or warrants referred to above shall expire without having been exercised, the Conversion Ratio as theretofore adjusted because of the issue of such rights or warrants shall forthwith be readjusted to the Conversion Ratio which would have been in effect had an adjustment been made on the basis that only the rights or warrants so issued or sold were those rights or warrants actually exercised and that with respect to any such rights or warrants to subscribe for or purchase securities issued by the Trust, other than Common Shares or property of the Trust, the fair market value thereof shall be the fair market value of the rights or warrants actually exercised. If any such rights or warrants shall expire without having been exercised, the Conversion Ratio as theretofore adjusted because of the issue of such rights or warrants shall forthwith be readjusted to the Conversion Ratio which would have been in effect had an adjustment been made on the basis that the only rights or warrants, so issued or sold, were those rights or warrants actually exercised and that with respect to any such rights or warrants to subscribe for or purchase securities issued by the Trust, other than Common Shares, or property of the Trust the fair market value thereof

shall be the fair market value of the rights or warrants actually exercised.

For the purpose of any computation under this paragraph (i) the current market price per Common Share at any date shall be deemed to be the average of the daily closing prices for the fifteen (15) consecutive business days commencing thirty (30) business days before the day in question. The closing price for each day shall be the last reported sale price regular way or, in the case no such reported sale takes place on such day, the average of the reported closing bid and asked prices regular way, in either case on the New York Stock Exchange, or, if the Common Shares are not listed or admitted to trading on such Exchange, on any national securities exchange, designated by the Board of Trustees, on which the Common Shares are listed or admitted to trading, or if not listed or admitted to trading on any national securities exchange, the average of the closing bid and asked prices as furnished by any New York Stock Exchange firm selected from time to time by the Trust for the purpose.

All calculations under this paragraph (i) shall be made to the nearest cent or to the nearest 1/100th of a share as the case may be.

(ii) No adjustment of the Conversion Ratio shall be made as a result of or in connection with the issuance of Common Shares of the Trust pursuant to options or stock purchase agreements now or hereafter granted or entered into with directors, officers or employees of the Trust or its subsidiaries in connection with their employment, whether entered into at the beginning of the employment or at any time thereafter.

(iii) In case of:

(A) any capital reorganization of the Trust,
or

(B) the consolidation or merger of the Trust
with or into another trust or corporation, or

(C) a statutory share exchange whereby the
Trust's Common Shares are converted into property
other than cash, or

(D) the sale, transfer or other disposition of
all or substantially all of the property, assets or business
of the Trust as a result of which sale, transfer or other
disposition property other than cash shall be payable or

distributable to the holders of the Common Shares, then, in each such case, each Class B Common Share shall thereafter be convertible into the number and class of shares or other securities or property of the Trust, or of the trust or corporation resulting from such consolidation or merger or with or to which such statutory share exchange, sale, transfer or other disposition shall have been made, to which the Common Shares otherwise issuable upon conversion of such Class B Common Share would have been entitled upon such reorganization, consolidation, merger, statutory share exchange, or sale, transfer or other disposition if outstanding at the time thereof; and in any such case appropriate adjustment, as determined by the Board of Trustees, shall be made in the application of the provisions set forth in this Section 2.7(f) with respect to the conversion rights thereafter of the holders of the Class B Common Shares, to the end that such provisions shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares or securities or other property thereafter issuable or deliverable upon the conversion of Class B Common Shares. Proper provision shall be made as a part of the terms of any such reorganization, consolidation, merger, statutory share exchange or sale, transfer or other disposition whereby the conversion rights of the holders of Class B Common Shares shall be protected and preserved in accordance with the provisions of this paragraph (iii). The provisions of this paragraph (iii) shall similarly apply to successive capital reorganizations, consolidations, merger, statutory share exchanges, sales, transfers or other dispositions of property as aforesaid.

(iv) Upon conversion of any Class B Common Shares, no payment or adjustment shall be made on account of dividends accrued, whether or not in arrears, on such shares or on account of dividends declared and payable to holders of Common Shares of record on a date prior to the date of conversion.

(v) Whenever the Conversion Ratio shall be adjusted as herein provided, the Trust shall cause to be mailed by first class mail, postage prepaid, as soon as practicable to each holder of record of Class B Common Shares a notice stating that the Conversion Ratio has been adjusted and setting forth the adjusted Conversion Ratio, together with an explanation of the calculation of the same.

(vi) If the Trust shall be party to any Transaction in each case as a result of which Common Shares shall be converted into the right to receive stock, securities or other property (including cash or

any combination thereof), the holder of each Class B Common Share shall have the right after such Transaction to convert such share, pursuant to the optional conversion provisions hereof, into the number and kind of shares of stock or other securities and the amount and kind of property receivable upon such Transaction by a holder of the number of Common Shares issuable upon conversion of such Class B Common Share immediately prior to such Transaction. The Trust shall not be party to any Transaction unless the terms of such Transaction are consistent with the provisions of this Section 2.7(3)(f)(vi), and it shall not consent to or agree to the occurrence of any Transaction until the Trust has entered into an agreement with the successor or purchasing entity, as the case may be, for the benefit of the holders of the Class B Common Shares, thereby enabling the holders of the Class B Common Shares to receive the benefits of this Section 2.7(3)(f)(vi) and the other provisions of this Declaration of Trust. Without limiting the generality of the foregoing, provision shall be made for adjustments in the Conversion Ratio which shall be as nearly equivalent as may be practicable to the adjustments provided for in Section 2.7(3)(f)(i). The provisions of this Section 2.7(3)(f)(vi) shall similarly apply to successive Transactions.

(vii) In the event that the Trust shall propose to effect any Transaction which would result in an adjustment under Section 2.7(3)(f)(vi), the Trust shall cause to be mailed to the holders of record of Class B Common Shares at least twenty (20) days prior to the applicable date hereinafter specified a notice stating the date on which such Transaction is expected to become effective, and the date as of which it is expected that holders of Common Shares of record shall be entitled to exchange their shares of Common Shares for securities or other property deliverable upon such Transaction. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such Transaction.

(g) Other.

(i) The Trust shall at all times reserve and keep available out of its authorized but unissued Common Shares the maximum number of Common Shares issuable upon the conversion of all Class B Common Shares then outstanding, and if at any time the number of authorized but unissued Common Shares shall not be sufficient to effect the conversion of all then outstanding Class B Common Shares, in addition to such other remedies as shall be available to the holder of such Class B Common Shares, the Trust shall take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued Common Shares to such number of shares as shall be sufficient for such purposes.

(ii) The Trust shall pay any taxes that may be payable in respect of the issuance of Common Shares upon conversion of Class B Common Shares, but the Trust shall not be required to pay any taxes which may be payable in respect of any transfer of shares of Class B Common Shares or any transfer involved in the issuance of Common Shares in a name other than that in which the Class B Common Shares so converted are registered, and the Trust shall not be required to transfer any such Class B Common Shares or to issue or deliver any such Common Shares unless and until the person(s) requesting such transfer or issuance shall have paid to the Trust the amount of any such taxes, or shall have established to the satisfaction of the Trust that such taxes have been paid.

(iii) The Trust will not, by amendment of the Declaration of Trust or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Trust, but will at all times in good faith assist in carrying out of all the provisions of this Declaration of Trust and in the taking of all such action as may be necessary or appropriate to protect the conversion rights of the holders of the Class B Common Shares against impairment.

(iv) Holders of Class B Common Shares shall be entitled to receive copies of all communications by the Trust to its holders of Common Shares, concurrently with the distribution to such shareholders.

(v) All Common Shares issued upon conversion of shares of Class B Common Shares shall upon issue be fully paid and nonassessable by the Trust and free from original issue taxes.

(4) **Voting Rights.** The holders of record of Class B Common Shares shall not be entitled to vote on any matter on which the holders of record of Common Shares are entitled to vote, except that the holders of a majority of the Class B Common Shares, voting as a separate class, shall be required to vote on and approve: (a) any material adverse change in the rights, preferences or privileges of the Class B Common Shares and (b) any creation of a new class of stock having rights, preferences or privileges senior to or in parity with the rights, preferences or privileges of the Class B Common Shares.

(5) **Reacquired Shares.** Class B Common Shares converted, redeemed or otherwise purchased or acquired by the Trust shall be restored to the status of authorized but unissued Common Shares without designation as to series.

Section 3.4. Authorization by Board of Issuance of Shares of Beneficial Interest. The Board of Trustees of the Trust may authorize the issuance from time to time of shares of beneficial interest of the Trust of any class, whether now or hereafter authorized, or securities convertible into shares of beneficial interest of any class, whether now or hereafter authorized, for such consideration as the Board of Trustees in its sole discretion may deem advisable, subject to such restrictions or limitations, if any, as may be set forth in this Declaration of Trust or the By-Laws of the Trust or in the general laws of the State of Maryland.

Section 3.5. Preemptive Rights and Appraisal Rights. Except as may be provided by the Board of Trustees in authorizing the issuance of Preferred Shares pursuant to Article II, Section 3, no holder of Shares shall, as such holder, (i) have any preemptive right to purchase or subscribe for any additional shares of beneficial interest of the Trust or any other security of the Trust which it may issue or sell or (ii) except as expressly required under Title 8, have any right to require the Trust to pay him the fair value of his Shares in an appraisal or similar proceeding.

Section 3.6. Indemnification. The Trust shall have the power, to the maximum extent permitted by Maryland law in effect from time to time, to obligate itself to indemnify, and to pay or reimburse expenses under the procedure provided by such Maryland law in advance of final disposition of a proceeding to, (i) any individual who is a present or former Trustee or officer of the Trust or (ii) any individual who, while a Trustee of the Trust and at the request of the Trust, serves or has served another trust, partnership, joint venture, corporation, employee benefit plan or any other enterprise as a trustee, officer, partner or trustee of such trust, partnership, joint venture, corporation, employee benefit plan or other enterprise. The Trust shall have the power, with the approval of its Board of Trustees, to provide such indemnification and advancement of expenses to a person who served a predecessor of the Trust, including, without limitation, the Predecessor Corporation, in any of the capacities, or similar to the capacities, described in (i) or (ii) above and to any employee or agent of the Trust or a predecessor of the Trust, including, without limitation, the Predecessor Corporation.

Section 3.7. Advisor Agreements. Subject to such approval of shareholders and other conditions, if any, as may be required by any applicable statute, rule or regulation, the Board of Trustees may authorize the execution and performance by the Trust of one or more agreements with any person, association, company, trust, partnership (limited or general) or other organization whereby, subject to the supervision and control of the Board of Trustees, any such other person, association, company, trust, partnership (limited or general) or other organization (the "Advisor") shall render or make available to the Trust managerial, investment, advisory and/or related services, office space and other services and facilities (including, if deemed advisable by the Board of Trustees, the management or supervision of the investments of the Trust) upon such terms and conditions as may be provided in such agreement or agreements (including, if deemed fair and equitable by the Board of Trustees, the compensation payable thereunder by the Trust).

Section 3.8. Related Party Transactions. Without limiting any other procedures available by law or otherwise to the Trust, the Board of Trustees may authorize any agreement of the character described in Section 3.7 or other transaction with any person, association, company, trust, partnership (limited or general) or other organization, although one or more of the Trustees or officers of the Trust may be a party to any such agreement or an officer, trustee, shareholder or member of such other party, and no such agreement or transaction shall be

invalidated or rendered void or voidable solely by reason of the existence of any such relationship if the existence is disclosed or known to the Board of Trustees, and the contract or transaction is approved by the affirmative vote of a majority of the disinterested Trustees, even if they constitute less than a quorum of the Board. Any Trustee of the Trust who is also a trustee, officer, shareholder or member of such other entity may be counted in determining the existence of a quorum at any meeting of the Board of Trustees considering such matter.

Section 3.9. Determination by Board. The determination as to any of the following matters, made in good faith by or pursuant to the direction of the Board of Trustees consistent with this Declaration of Trust and in the absence of actual receipt of an improper benefit in money, property or services or active and deliberate dishonesty established by a court, shall be final and conclusive and shall be binding upon the Trust and every holder of its shares: the amount of the net income of the Trust for any period and the amount of assets at any time legally available for the payment of dividends, redemption of its shares or the payment of other distributions on its shares; the amount of paid-in surplus, net assets, other surplus, annual or other net profit, net assets in excess of capital, undivided profits or excess of profits over losses on sales of assets; the amount, purpose, time of creation, increase or decrease, alteration or cancellation of any reserves or charges and the propriety thereof (whether or not any obligation or liability for which such reserves or charges shall have been created shall have been paid or discharged); the fair value, or any sale, bid or asked price to be applied in determining the fair value, of any asset owned or held by the Trust, and any matters relating to the acquisition, holding and disposition of any assets by the Trust. In performing his duties under this Declaration of Trust, a Trustee is entitled to rely on any information, opinion, report or statement, including any financial statement or other financial data, prepared or presented by: (i) an officer or employee of the Trust whom the Trustee reasonably believes to be reliable and competent in the matters presented; (ii) a lawyer, public accountant or other person, as to a matter which the Trustee reasonably believes to be within the person's professional or expert competence; or (iii) a committee of the board on which the Trustee does not serve, as to a matter within its designated authority, if the Trustee reasonably believes the committee to merit confidence.

Section 3.10. Legal Title. Legal title to all Trust Property shall be vested in the Trust, but it may cause legal title to any Trust Property to be held by or in the name of any or all of the Trustees or any other individual, corporation, partnership, estate, trust, association or private foundation as nominee. Any right, title or interest of the Trustees in and to the Trust Property shall automatically vest in successor and additional Trustees upon their qualification and acceptance of election or appointment as Trustees, and they shall thereupon have all the rights and obligations of Trustees, whether or not conveyancing documents have been executed and delivered pursuant to Section 3.3 or otherwise. Written evidence of qualification and acceptance of election or appointment of successor and additional Trustees may be filed with the records of the Trust and in such other offices, agencies or places as the Trust or Trustees may deem necessary or desirable.

Section 3.11. Reserved Powers of Board. The enumeration and definition of particular powers of the Board of Trustees included in this Article III shall in no way be limited or restricted by reference to or inference from the terms of any other clause of this or any other provision of this Declaration of Trust, or construed or deemed by inference or otherwise in any manner to exclude or limit the powers conferred upon the Board of Trustees under the general laws of the State of Maryland as now or hereafter in force.

ARTICLE IV
RESTRICTION ON TRANSFER
ACQUISITION AND REDEMPTION OF SHARES

Section 4.1. **Definitions.** For the purpose of this Article IV, the following terms shall have the following meanings:

"Act" means the Securities Act of 1933, as amended.

"Beneficial Ownership" shall mean ownership of Equity Shares (as hereinafter defined) by a Person (as hereinafter defined) who would be treated as an owner of such Equity Shares under Section 542(a)(2) of the Code either directly or constructively through the application of Section 544 of the Code, as modified by Section 856(h)(1)(B) of the Code but without regard to Section 856(h)(3) of the Code. The terms "Beneficial Owner," "Beneficially Owns," "Beneficially Own" and "Beneficially Owned" shall have the correlative meanings.

"Beneficiary" shall mean the beneficiary of the Special Trust (as hereinafter defined) as determined pursuant to Section 4.19 of this Article IV.

"Debt" shall mean indebtedness of (i) the Trust or (ii) any subsidiary thereof.

"Equity Shares" shall mean either Common Shares or Preferred Shares.

"Excess Shares" shall have the meaning set forth in Section 4.3.

"Existing Holder" shall mean Capital and Regional Properties plc, a United Kingdom corporation.

"Existing Holder Limit" shall initially mean 18.0%, in number of shares or value, of the outstanding Equity Shares of the Trust, and after any adjustment as set forth in Section 4.10 of this Article IV, shall mean such greater percentage of the outstanding Equity Shares as so adjusted. The number and value of shares of the outstanding Equity Shares of the Trust shall be determined by the Board of Trustees in good faith, which determination shall be conclusive for all purposes hereof.

"Market Price" shall mean the last reported sales price of Common Shares or Preferred Shares, as the case may be, reported on any nationally registered securities exchange on the trading day immediately preceding the relevant date, or if not then traded on any such exchange, the last reported sales price of the Common Shares or Preferred Shares, as the case may be, on the trading day immediately preceding the relevant date as reported on any exchange or quotation system over which the Common Shares or Preferred Shares, as the case may be, may be traded, or if not then traded over any exchange or quotation system, then the market price of the Common Shares or Preferred Shares, as the case may be, on the relevant date as determined in good faith by the Board of Trustees of the Trust.

"Ownership Limit" shall initially mean 9.8%, in number of shares or value, of the outstanding Equity Shares of the Trust, and after any adjustment as set forth in Section 4.10

of this Article IV, shall mean such greater percentage of the outstanding Equity Shares as so adjusted. The number and value of shares of the outstanding Equity Shares of the Trust shall be determined by the Board of Trustees in good faith, which determination shall be conclusive for all purposes hereof.

"Person" shall mean an individual, corporation, partnership, estate, trust (including a trust qualified under Section 401(a) or 501(c)(17) of the Code), a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, association, private foundation within the meaning of Section 509(a) of the Code or any successor statute, joint stock company or other entity; but does not include an underwriter which participated in any public offering registered under the Act of any shares of the Trust for a period of 30 days following the purchase by such underwriter of the Common Shares and/or Preferred Shares.

"Purported Beneficial Transferee" shall mean, with respect to any purported Transfer which results in Excess Shares (as defined in Section 4.3 of this Article IV), the purported beneficial transferee for whom the Purported Record Transferee (as hereinafter defined) would have acquired shares of Equity Shares, if such transfer had been valid under Section 4.2 of this Article IV.

"Purported Record Transferee" shall mean, with respect to any purported Transfer which results in Excess Shares, the record Holder of the Equity Shares if such transfer had been valid under Section 4.2 of this Article IV.

"Restriction Termination Date" shall mean the first day on which the Board of Trustees of the Trust determines that it is no longer in the best interests of the Trust to attempt to, or continue to, qualify as a REIT.

"Special Trust" shall mean the trust created pursuant to Section 4.15 of this Article IV.

"Transfer" shall mean any sale, transfer, gift, assignment, devise or other disposition of Equity Shares (including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Equity Shares or (ii) the sale, transfer, assignment or other disposition of any securities or rights convertible into or exchangeable for Equity Shares, but excluding the exchange of Debt for Equity Shares), whether by operation of law or otherwise. The terms "Transfers" and "Transferred" shall have the correlative meanings.

"Trustee" shall mean the Trust as trustee for the Special Trust, and any successor trustee appointed by the Trust.

Section 4.2. Ownership Limitation. (i) Except as provided in Section 4.12 of this Article IV, until the Restriction Termination Date, no Person (other than an Existing Holder) shall Beneficially Own shares of Common Shares and/or Preferred Shares in excess of the Ownership Limit and no Existing Holder shall Beneficially Own Common Shares and/or Preferred Shares in excess of the Existing Holder Limit for such Existing Holder.

(ii) Subject to Section 4.22, notwithstanding any other provisions of this Article IV and except as provided in Sections 4.9 and 4.12 of this Article IV, until the

Restriction Termination Date, any Transfer that, if effective, would result in any Person (other than an Existing Holder) Beneficially Owning Common Shares and/or Preferred Shares in excess of the Ownership Limit shall be void ab initio as to the Transfer of such Common Shares and/or Preferred Shares which would be otherwise Beneficially Owned by such Person in excess of the Ownership Limit; and the intended transferee shall acquire no rights in such Common Shares and/or Preferred Shares.

(iii) Subject to Section 4.22, notwithstanding any other provisions of this Article IV and except as provided in Sections 4.9 and 4.12 of this Article IV, until the Restriction Termination Date, any Transfer that, if effective, would result in any Existing Holder Beneficially Owning Common Shares and/or Preferred Shares in excess of the Existing Holder Limit shall be void ab initio as to the Transfer of such Common Shares and/or Preferred Shares which would be otherwise Beneficially Owned by such Existing Holder in excess of the Existing Holder Limit; and such Existing Holder shall acquire no rights in such Common Shares and/or Preferred Shares.

(iv) Subject to Section 4.22, notwithstanding any other provisions of this Article IV and except as provided in Section 4.12 of this Article IV, until the Restriction Termination Date, any Transfer that, if effective, would result in the Common Shares and/or Preferred Shares being Beneficially Owned by less than 100 Persons (determined without reference to any rules of attribution) shall be void ab initio as to the Transfer of such shares of Common Shares and/or Preferred Shares which would be otherwise Beneficially Owned by the transferee; and the intended transferee shall acquire no rights in such Common Shares and/or Preferred Shares.

(v) Until the Restriction Termination Date, any Transfer that, if effective, would result in the Trust being "closely held" within the meaning of Section 856(h) of the Code shall be void ab initio as to the Transfer of the shares of Common Shares and/or Preferred Shares which would cause the Trust to be "closely held" within the meaning of Section 856(h) of the Code or any successor statute; and the intended transferee shall acquire no rights in such Common Shares and/or Preferred Shares.

Section 4.3. Excess Shares. (i) If, notwithstanding the other provisions contained in this Article IV, at any time until the Restriction Termination Date, there is a purported Transfer or other change in the capital structure of the Trust such that any Person would Beneficially Own Common Shares and/or Preferred Shares in excess of the Ownership Limit or that the Existing Holder would Beneficially Own Common Shares and/or Preferred Shares in excess of the Existing Holder Limit, then, except as otherwise provided in Sections 4.9 and 4.12, such Common Shares and/or Preferred Shares in excess of such Ownership Limit or Existing Holder Limit (rounded up to the nearest whole share) shall constitute "Excess Shares" and be treated as provided in this Article IV. Such designation and treatment shall be effective as of the close of business on the business day prior to the date of the purported Transfer or change in capital structure.

(ii) If, notwithstanding the other provisions contained in this Article IV, at any time until the Restriction Termination Date, there is a purported Transfer or other change in the capital structure of the Trust (except for a change resulting from the exchange of Debt for Equity Shares) which, if effective, would cause the Trust to become "closely held" within the meaning of Section 856(h) of the Code or any successor statute, then the Common

Shares and/or Preferred Shares being Transferred which would cause the Trust to be "closely held" within the meaning of Section 856(h) of the Code or any successor statute (rounded up to the nearest whole share) shall constitute Excess Shares and be treated as provided in this Article IV. Such designation and treatment shall be effective as of the close of business on the business day prior to the date of the purported Transfer or change in capital structure.

(iii) The Ownership Limit shall not apply to the acquisition of Common Shares or Preferred Shares by an underwriter in a public offering of such shares or in any transaction involving the issuance of shares by the Trust in which the Board of Trustees determines that the underwriter or another person initially acquiring such shares will timely distribute such shares to others such that the following such distribution none of such shares will be Excess Shares.

Section 4.4. Prevention of Transfer. If the Board of Trustees or its designee shall at any time determine in good faith that a Transfer has taken place in violation of Section 4.2 of this Article IV or that a Person intends to acquire or has attempted to acquire Beneficial Ownership of any shares of the Trust in violation of Section 4.2 of this Article IV, the Board of Trustees or its designee shall take such action as it deems advisable to refuse to give effect to or to prevent such Transfer, including, but not limited to, refusing to give effect to such Transfer on the books of the Trust, directing the Trust's transfer agent and/or registrar to refuse to give effect to such Transfer on the books of the Trust or instituting proceedings to enjoin such Transfer; provided, however, that any Transfers or attempted Transfers in violation of subparagraphs Section 4.2(ii), (iii) and (iv) of this Article IV shall automatically result in the designation and treatment described in Section 4.3 irrespective of any action (or non-action) by the Board of Trustees or its designee.

Section 4.5. Notice to Trust. Any Person who acquires or attempts to acquire shares in violation of Section 4.2 of this Article IV, or any Person who is a transferee such that Excess Shares result under Section 4.3 of this Article IV, shall immediately give written notice or, in the event of a proposed or attempted Transfer, give at least 15 days prior written notice to the Trust of such event and shall provide to the Trust such other information as the Trust may request in order to determine the effect, if any, of such Transfer or attempted Transfer on the Trust's status as a REIT.

Section 4.6. Information for Trust. Until the Restriction Termination Date:

(i) every Beneficial Owner of more than 5.0% (or such other percentage, between 1/2 of 1% and 5%, as provided in the regulations of the Internal Revenue Service promulgated under the Code) of the number or value of outstanding Equity Shares of the Trust shall, within 30 days after January 1 of each year, give written notice to the Trust stating the name and address of such Beneficial Owner, the number of shares Beneficially Owned, and a description of how such shares are held. Each such Beneficial Owner shall provide to the Trust such additional information as the Trust may reasonably request in order to determine the effect, if any, of such Beneficial Ownership on the Trust's status as a REIT; and

(ii) each Person who is a Beneficial Owner of Common Shares and/or Preferred Shares and each Person (including the shareholder of record) who is holding Common Shares and/or Preferred Shares for a Beneficial Owner shall provide to the Trust such information as the Trust may reasonably request in order to determine the Trust's status as a REIT, to comply with the requirements of any taxing authority or governmental agency or to determine any such compliance.

Section 4.7. Other Action by Board. Subject to Section 4.22, notwithstanding any other provisions of this Article IV, nothing contained in this Article IV shall limit the authority of the Board of Trustees to take such other action as it deems necessary or advisable to protect the Trust and the interests of its shareholders by preservation of the Trust's status as a REIT.

Section 4.8. Ambiguities. In the case of an ambiguity in the application of any of the provisions of this Article IV, including any definition contained in Section 4.1, the Board of Trustees shall have the power to determine the application of the provisions of this Article IV with respect to any situation based on the facts known to it.

Section 4.9. Modification of Existing Holder Limits. Subject to the limitations provided in Section 4.11 of this Article IV, an Existing Holder may elect to participate in a dividend reinvestment plan approved by the Board of Trustees of the Trust which results in Beneficial Ownership of Common Shares and/or Preferred Shares by such participating Existing Holder. Any such participation shall increase the Existing Holder Limit for the affected Existing Holder to the maximum extent possible under Section 4.11 to permit Beneficial Ownership of the Common Shares and/or Preferred Shares acquired as a result of such participation.

Section 4.10. Increase in Ownership Limit. Subject to the limitations provided in Section 4.11 of this Article IV, the Board of Trustees may from time to time increase the Ownership Limit.

Section 4.11. Limitations on Changes in Ownership Limit. (i) Neither the Ownership Limit nor the Existing Holder Limit may be increased (nor may any additional Existing Holder Limit be created) if, after giving effect to such increase (or creation), five Beneficial Owners of Equity Shares (including all of the then Existing Holders) could Beneficially Own, in the aggregate, more than 50% in number or value of the outstanding Equity Shares.

(ii) Prior to the modification of the Ownership Limit or Existing Holder Limit pursuant to Sections 4.9 or 4.10 of this Article IV, the Board of Trustees of the Trust shall require such opinions of counsel, affidavits, undertakings or agreements as it may deem necessary to advisable in order to ensure the Trust's status as a REIT will not be affected.

(iii) No Existing Holder Limit shall be reduced to a percentage which is less than the Ownership Limit.

Section 4.12. Exemptions by Board. The Board of Trustees, upon receipt of a ruling from the Internal Revenue Service or an opinion of counsel or other evidence satisfactory to the Board of Trustees and upon at least 15 days written notice from a Transferee prior to a proposed Transfer which, if consummated, would result in the intended Transferee owning shares in excess of Ownership Limit or Existing Holder Limit, as the case may be, and upon such other conditions as the Board of Trustees may direct, may exempt a Person from the Ownership Limit or the Existing Holder Limit, as the case may be.

Section 4.13. Legend. Each certificate for Common Shares and for Preferred Shares shall bear substantially the following legend:

The securities represented by this certificate are subject to restrictions on transfer for the purpose of the Trust's maintenance of its status as a real estate investment trust under the Internal Revenue Code of 1986, as amended. Except as otherwise provided pursuant to the Declaration of Trust of the Trust, no Person may Beneficially Own Common Shares and/or Preferred Shares in excess of 9.8% (or such greater percentage as may be determined by the Board of Trustees of the Trust) of the number or value of the outstanding Equity Shares of the Trust (unless such Person is an Existing Holder). Any Person who attempts or proposes to Beneficially Own Common Shares and/or Preferred Shares in excess of the above limitations must notify the Trust in writing at least 15 days prior to such proposed or attempted Transfer. All capitalized terms in this legend have the meanings defined in the Declaration of Trust of the Trust, a copy of which, including the restrictions on transfer, will be sent without charge to each shareholder who so requests. If the restrictions on transfer are violated, the securities represented hereby will be designated and treated as Excess Shares which will be held in trust by the Trust.

Section 4.14. Severability. If any provision of this Article IV or any application of any such provision is determined to be void, invalid or unenforceable by any court having jurisdiction over the issue, the validity and enforceability of the remaining provisions shall not be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

Section 4.15. Special Trust for Excess Shares. Upon any purported Transfer that results in Excess Shares pursuant to Section 4.3 of this Article IV, such Excess Shares shall be deemed to have been transferred to the Trust, as Trustee of a Special Trust for the benefit of such Beneficiary or Beneficiaries to whom an interest in such Excess Shares may later be transferred pursuant to Section 4.18 of this Article IV. Excess Shares so held in the Special Trust shall be issued and outstanding shares of the Trust. The Purported Record Transferee shall have no rights in such Excess Shares except the right to designate a transferee of such Excess Shares upon the terms specified in Section 4.18 of this Article IV. The Purported Beneficial Transferee shall have no rights in such Excess Shares except as provided in Section 4.18 of this Article IV.

Section 4.16. No Dividends or Distributions for Excess Shares. Excess Shares shall not be entitled to any distributions or dividends. Any dividend or distribution paid prior to the discovery by the Trust that the Common Shares and/or Preferred Shares have been Transferred so as to be deemed Excess Shares shall be repaid to the Trust upon demand.

Section 4.17. Liquidation Distributions for Excess Shares. Subject to the preferential rights of the Preferred Shares, if any, as may be determined by the Board of Trustees of the Trust, in the event of any voluntary or involuntary liquidation, dissolution or winding up of, or any other distribution of all or substantially all of the assets of, the Trust, each holder of Excess Shares shall be entitled to receive, in the case of Excess Shares constituting Preferred Shares, ratably with each other holder of Preferred Shares and Excess Shares constituting Preferred Shares and, in the case of Excess Shares constituting Common Shares, ratably with each other holder of Common Shares and Excess Shares constituting Common Shares, that portion of the assets of the Trust available for distribution to its shareholders as the number of Excess Shares held by such holder bears to the total number of shares of (i) Preferred Shares and Excess Shares then outstanding in the case of Excess Shares constituting Preferred Shares and (ii) Common Shares and Excess Shares then outstanding in the case of Excess Shares constituting Common Shares. The Trust, a holder of the Excess Shares in the Special Trust, or if the Trust shall have been dissolved, any trustee appointed by the Trust prior to its dissolution, shall distribute ratably to the Beneficiaries of the Special Trust, when determined, any such assets received in respect of the Excess Shares in any liquidation, dissolution or winding up of, or any distribution of the assets of the Trust.

Section 4.18. Voting Rights for Excess Shares. The holders of Excess Shares shall not be entitled to vote on any matter.

Section 4.19. Non-Transferability of Excess Shares. Subject to Section 4.22, Excess Shares shall not be transferable. The Purported Record Transferee may freely designate a Beneficiary of an interest in the Special Trust (representing the number of shares of Excess Shares held by the Special Trust attributable to a purported Transfer that resulted in the Excess Shares), if (i) the shares of Excess Shares held in the Special Trust would not be Excess Shares in the hands of such Beneficiary and (ii) the Purported Beneficial Transferee does not receive a price for designating such Beneficiary that reflects a price per share for such Excess Shares that exceeds (x) the price per share such Purported Beneficial Transferee paid for the Common Shares and/or Preferred Shares, as the case may be, in the purported Transfer that resulted in the Excess Shares, or (y) if the Purported Beneficial Transferee did not give value for such Excess Shares (through a gift, devise or other transaction), a price per share equal to the Market Price for Excess Shares on the date of the purported Transfer that resulted in the Excess Shares. Upon such transfer of an interest in the Special Trust, the corresponding Excess Shares in the Special Trust shall be automatically exchanged for an equal number of Common Shares and/or Preferred Shares, as applicable, and such Common Shares and/or Preferred Shares, as applicable, shall be transferred of record to the transferee of the interest in the Special Trust if such Common Shares and/or Preferred Shares, as applicable, would not be Excess Shares in the hands of such transferee. Prior to any transfer of any interest in the Trust, the Purported Record Transferee must give advance notice to the Special Trust of the intended transfer and the Special Trust must have waived in writing its purchase rights under Section 4.20 of this Article IV.

Notwithstanding the foregoing, if a Purported Beneficial Transferee receives a price for designating a Beneficiary of an interest in the Special Trust that exceeds the amounts

allowable under this Section 4.19 of this Article IV, such Purported Beneficial Transferee shall pay, or cause such Beneficiary to pay such excess to the Trust.

If any of the foregoing restrictions on transfer of Excess Shares are determined to be void, invalid or unenforceable by any court of competent jurisdiction, then the Purported Record Transferee may be deemed, at the option of the Company, to have acted as an agent of the Company in acquiring such Excess Shares and to hold such Excess Shares on behalf of the Company.

Section 4.20. Call by Trust on Excess Shares. Excess Shares shall be deemed to have been offered for sale to the Trust, or its designee, at a price per share equal to the lesser of (i) the price per share in the transaction that created such Excess Shares, (or, in the case of a devise or gift, the Market Price at the time of such devise or gift) and (ii) the Market Price of the Common Shares or Preferred Shares to which such Excess Shares relates on the date the Trust, or its designee, accepts such offer. The Trust shall have the right to accept such offer for a period of ninety days after the later of (i) the date of the Transfer which resulted in such Excess Shares and (ii) the date the Board of Trustees determines in good faith that a Transfer resulting in Excess Shares has occurred, if the Trust does not receive a notice of such Transfer pursuant to Section 4.5 of this Article IV but in no event later than a permitted Transfer pursuant to and in compliance with the terms of Section 4.19 of this Article IV.

Section 4.21. Invalidity. If any provision of this Article IV or any application of such provision is determined to be invalid by any federal or state court having jurisdiction over the issue, the validity of the remaining provisions shall not be affected except only to the extent necessary to comply with the determination of such court.

Section 4.22. Settlements on a National Securities Exchange. Nothing in Article IV shall preclude the settlement of any transaction entered into through the facilities of the New York Stock Exchange or any other national securities exchange or automated inter-dealer quotation system. The immediately foregoing sentence shall not limit the authority of the Board of Trustees to take any and all actions it deems necessary or advisable to protect the Trust and the interests of the Shareholders in preserving the Trust status as a REIT, so long as such actions do not prohibit the settlement of any transactions entered into through the facilities of the New York Stock Exchange or any other national securities exchange or automated inter-dealer quotation system. The fact that the settlement is so permitted shall not negate the effect of any other provision of this Article IV, and any transferee in such a transaction and the Shares so transferred shall be subject to all of the provisions and limitations set forth in this Article IV.

ARTICLE V

AMENDMENTS

Section 5.1. Power to Amend. The Trust reserves the right from time to time to make any amendment to this Declaration of Trust, now or hereafter authorized by law, including any amendment altering the terms or contract rights, as expressly set forth in this Declaration of Trust, of any shares of outstanding stock. All rights and powers conferred by this Declaration of Trust on shareholders, Trustees and officers are granted subject to this reservation.

Section 5.2. By Shareholders. Except as provided in Section 5.3 below, any amendment to this Declaration of Trust shall be valid only if such amendment shall have been approved by the affirmative vote of two-thirds of all the votes entitled to be cast on the matter except to the extent Maryland law requires a higher vote.

Section 5.3. By Trustees. The Trustees, by a two-thirds vote, may amend provisions of this Declaration of Trust from time to time to enable the Trust to qualify as a real estate investment trust under the Code or under Title 8.

ARTICLE VI

LIMITATION OF LIABILITY

Section 6.1. Limitation of Shareholder and Trustee Liability. No shareholder or Trustee shall be liable for any debt, claim, demand, judgment or obligation of any kind of, against or with respect to the Trust by reason of his being a shareholder or Trustee, nor shall any shareholder or Trustee be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the Trust Property or the affairs of the Trust.

Section 6.2. Limitation of Trustee and Officer Liability. To the maximum extent that Maryland law in effect from time to time permits limitation of the liability of Trustees and officers of a real estate investment trust, no Trustee or officer of the Trust shall be liable to the Trust or to any shareholder for money damages. Neither the amendment nor repeal of this Section, nor the adoption or amendment of any other provision of this Declaration of Trust inconsistent with this Section, shall apply to or affect in any respect the applicability of the preceding sentence with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption. In the absence of any Maryland statute limiting the liability of Trustees and officers of a Maryland real estate investment trust for money damages in a suit by or on behalf of the Trust or by any shareholder, no Trustee or officer of the Trust shall be liable to the Trust or to any shareholder for money damages except to the extent that (a) the Trustee or officer actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received or (b) a judgment or other final adjudication adverse to the Trustee or officer is entered in a proceeding based on a finding in the proceeding that the Trustee's or officer's action or failure to act was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding.

Section 6.3. Express Exculpatory Clauses. Neither the shareholders nor the Trustees, officers, employees or agents of the Trust shall be liable under any written instrument creating an obligation of the Trust, and all persons shall look solely to the property of the Trust for the payment of any claim under or for the performance of that instrument. The omission of the foregoing exculpatory language from any instrument shall not affect the validity or enforceability of such instrument and shall not render any shareholder, Trustee, officer, employee or agent liable thereunder to any third party, nor shall the Trustees or any officer, employee or agent of the Trust be liable to anyone for such omission.

ARTICLE VII

NOMINATION AND BUSINESS PROCEDURES

Section 7.1. General. At a meeting of the shareholders, no business shall be conducted which has not been properly brought before the meeting as set forth in this Article VII. To be properly brought before a meeting, business must be brought before the meeting by or at the direction of the Board of Trustees or brought before the meeting by a shareholder. For business to be properly brought before a meeting by a shareholder, the Secretary of the Trust must have received written notice not less than sixty (60) days nor more than ninety (90) days prior to the date fixed by the Board of Trustees for such meeting; provided, however, that in the event that less than seventy (70) days' notice or prior public disclosure is given or made to shareholders of the date of such meeting, notice by a shareholder to be timely made must be received no later than the close of business on the tenth (10th) day following the day on which such notice of the date of the meeting was mailed or the public disclosure was made.

Section 7.2. Board of Trustee Nominations. In the case of shareholder nominations for election to the Board of Trustees, the notice set forth in Section 7.1 shall set forth (i) the name, age, business address and, if known, residence address of each nominee proposed in such notice, (ii) the principal occupations or employment of each such nominee for the past five (5) years, (iii), the number of shares of the Trust which are beneficially owned by each such nominee, (iv) other trusteeships held by each such nominee, (v) the names of business entities of which each such nominee owns a ten percent (10%) or more beneficial interest, and (vi) all other information with respect to the nominees required by the Federal proxy rules in effect at the time the notice is submitted. In addition, such notice shall be accompanied by a statement, over the signature of each proposed nominee, that he consents to being a nominee, if elected he intends to serve as a Trustee, and confirming the information with respect to him set forth in the notice.

Section 7.3. Shareholder Proposals. In the case of shareholder proposals or business other than the election of Trustees, the notice set forth in Section 7.1 shall set forth (i) a brief description of the proposal or business to be brought before the meeting, (ii) the name, age, business and residence address of the shareholder submitting the proposal or business, (iii) the principal occupation or employment of that shareholder, (iv) the number of shares of the Trust which are beneficially owned by that shareholder, and (v) any material interest of that shareholder in the proposal or business to be brought before the meeting.

Section 7.4. Determinations by Chairman. The Chairman of any meeting in respect of which a shareholder nomination or proposal has been submitted, may, if the facts as determined by the Chairman in his sole discretion warrant, determine and declare to the meeting that the shareholder nomination or proposal was not made in accordance with the procedures set forth in this Article VII, in which event the defective nomination or proposal shall not be considered at such meeting and shall be disregarded and no votes cast either for or against such nomination or proposal shall be counted or, in the event votes have previously been cast for or against such nomination or proposal, the duly appointed inspectors for such meeting shall disregard any such votes.

Section 7.5. Exclusivity. Notwithstanding anything in this Declaration of Trust or the By-Laws of this Trust to the contrary, no elections, proposals or other business shall be

conducted at any meeting of the shareholders except in accordance with the procedures set forth in this Article VII.

ARTICLE VIII

QUORUM

At an annual meeting of the shareholders called for the sole purpose of electing Trustees and ratifying the selection of the Trust's independent public accountants, the holders of one-third of the outstanding shares of the Trust entitled to vote, present in person or represented by proxy, shall constitute a quorum at such annual meeting of shareholders; provided, if less than one-third of the outstanding shares entitled to vote are represented at said meeting, a majority of the shares so represented may adjourn the meeting at any time without further notice. At any other annual meeting or any special meeting of shareholders, the holders of a majority of the outstanding shares of the Trust entitled to vote, present in person or represented by proxy, shall constitute a quorum at such meeting of shareholders; provided, if less than a majority of the outstanding shares entitled to vote are represented at said meeting, a majority of the shares so represented may adjourn the meeting at any time without further notice. If a quorum is present at any meeting of the shareholders, the affirmative vote of the majority of the shares entitled to vote represented at the meeting and entitled to vote on the matter shall be the act of the shareholders, unless a greater vote is required by this Declaration of Trust or Title 8. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of shareholders from any meeting shall not cause failure of a duly constituted quorum at that meeting.

ARTICLE IX MISCELLANEOUS

Section 9.1. Construction. This Declaration of Trust shall be construed in such a manner as to give effect to the intent and purposes of the Trust and this Declaration of Trust. If any provisions hereof appear to be in conflict, more specific provisions shall control over general provisions. This Declaration of Trust shall govern all of the relationships among the Trustees and shareholders of the Trust; and each provision hereof shall be effective for all purposes and to all persons dealing with the Trust to the fullest extent possible under applicable law in each jurisdiction in which the Trust shall engage in business. In defining or interpreting the powers and duties of the Trust and the Trustees and officers, reference may be made, to the extent appropriate and not inconsistent with the Code or Title 8, to Titles 1 through 3 of the Corporations and Associations Article of the Annotated Code of Maryland. In furtherance and not in limitation of the foregoing, in accordance with the provisions of Title 3, Subtitles 6 and 7, of the Corporations and Associations Article of the Annotated Code of Maryland, the Trust shall be included within the definition of "corporation" for purposes of such provisions.

Section 9.2. Headings for Reference Only. Headings preceding the text, articles and sections hereof have been inserted solely for convenience and reference, and shall not be construed to affect the meaning, construction or effect of this Declaration of Trust.

Section 9.3. Filing and Recording. This Declaration of Trust and any amendment hereto shall be filed for record with the State Department of Assessments and Taxation of Maryland and may also be filed or recorded in such other places as the Trustees deem

appropriate, but failure to file for record this Declaration of Trust or any amendment hereto in any office other than in the State of Maryland shall not affect or impair the validity or effectiveness of this Declaration of Trust or any amendment hereto. An amended Declaration of Trust shall, upon filing, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Declaration of Trust and the various amendments thereto.

Section 9.4. Applicable Law. This Declaration of Trust has been executed with reference to and its construction and interpretation shall be governed by the laws of Maryland, and the rights of all parties and the construction and effect of every provision hereof shall be subject to and construed according to the laws of Maryland.

Section 9.5. Certifications. Any certificates signed by a person who, according to the records of the State Department of Assessments and Taxation of Maryland, appears to be a Trustee hereunder, shall be conclusive evidence as to the matters so certified in favor of any person dealing with the Trust or the Trustees or any one or more of them, and the successors or assigns of such persons, which certificate may certify to any matter relating to the affairs of the Trust, including but not limited to any of the following: a vacancy among the Trustees; the number and identity of Trustees; this Declaration of Trust and any amendments thereto, or any restated Declaration of Trust and any amendments thereto, or that there are no amendments to the Declaration of Trust or any restated Declaration of Trust; a copy of the By-Laws of the Trust or any amendment thereto; the due authorization of the execution of any instrument or writing; the vote at any meeting of Trustees or a committee thereof or shareholders; the fact that the number of Trustees present at any meeting or executing any written instrument satisfies the requirements of the Declaration of Trust; a copy of any By-Law adopted by the shareholders or the identity of any officer elected by the Trustees; or the existence or nonexistence of any fact or facts which in any manner relate to the affairs of the Trust. If the Declaration of Trust or any restated Declaration of Trust is filed or recorded in any recording office other than the State Department of Assessments and Taxation of Maryland, anyone dealing with real estate so located that instruments affecting the same should be filed or recorded in such recording office may rely conclusively upon any certificate of the kind described above which is signed by a person who according to the records of such recording office appears to be a Trustee hereunder. In addition, the Secretary or any Assistant Secretary of the Trust or any other officer of the Trust designated by the By-Laws or by action of the Trustees may sign any certificate of the kind described in this Section 9.5, and such certificate shall be conclusive evidence as to the matters so certified in favor of any person dealing with the Trust, and the successors and assigns of such person.

Section 9.6. Severability. If any provision of the Declaration of Trust shall be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other provision of the Declaration of Trust, and the Declaration of Trust shall be carried out, if possible, as if such invalid or unenforceable provision were not contained therein.

Section 9.7. Annual Meeting of Shareholders. An annual meeting of the shareholders shall be held each year for the purpose of electing Trustees and for the transaction of such other business as may come before the meeting. The date of the annual meeting shall be set by the Board of Trustees on a date following the availability of the trust's audited financial statements of the preceding year but in no event later than May 31, after delivery of

the Trust's annual report. The annual meeting of shareholders shall be held at a convenient location and on proper notice as provided, in the By-Laws of the Trust.

Section 9.8. By-Laws. The By-Laws of the Trust may be altered, amended or repealed, and new By-Laws may be adopted, at any meeting of the Board of Trustees of the Trust by a majority vote of the Trustees, subject to repeal or change of any such amendment by the affirmative vote of a majority of the shareholders of the Trust entitled to vote thereon.

Section 9.9. Counterparts. This Declaration of Trust may be executed in any number of counterparts, all of which taken together shall constitute one Declaration of Trust.

JUL 29 '97 14:57 TO-BARBER

FROM-CENTERPOINT PROPERTIES

T-523 P.05/06 F-662

IN WITNESS WHEREOF, each of the undersigned has executed this Declaration of Trust on this 2 day of August, 1997 and each of the undersigned acknowledges the same to be his act.



Martin Barber, Trustee

John S. Gates, Jr., Trustee

Robert L. Stovall, Trustee

Nicholas C. Babson, Trustee

Alan D. Feld, Trustee

John J. Kinsella, Trustee

Thomas E. Robinson, Trustee

IN WITNESS WHEREOF, each of the undersigned has executed this Declaration of Trust on this 12th day of August, 1997 and each of the undersigned acknowledges the same to be his act.

Martin Barber, Trustee

John S. Gates, Jr., Trustee

Robert L. Stovall, Trustee

Nicolas C. Babson, Trustee

Alan D. Feld, Trustee

John J. Kinsella, Trustee

Thomas E. Robinson, Trustee

IN WITNESS WHEREOF, each of the undersigned has executed this Declaration of Trust on this 2nd day of August, 1997 and each of the undersigned acknowledges the same to be his act.

Martin Barber, Trustee

John S. Gates, Jr., Trustee

Robert L. Stovall, Trustee

Nick Babson

Nicholas C. Babson, Trustee

Alan D. Feld, Trustee

John J. Kinsella, Trustee

Thomas E. Robinson, Trustee

IN WITNESS WHEREOF, each of the undersigned has executed this Declaration of Trust on this ___ day of _____, 1997 and each of the undersigned acknowledges the same to be his act.

Martin Barber, Trustee

John S. Gates, Jr., Trustee

Robert L. Stovall, Trustee

Nicholas C. Babson, Trustee

Alan D. Feld, Trustee

John J. Kinsella, Trustee



Thomas E. Robinson, Trustee