
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-A

**FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR (g) OF THE
SECURITIES EXCHANGE ACT OF 1934**

NATIONAL STORAGE AFFILIATES TRUST

(Exact Name of Registrant as Specified in Its Charter)

Maryland

(State of Incorporation or Organization)

46-5053858

(I.R.S. Employer Identification Number)

5200 DTC Parkway, Suite 200

Greenwood Village, CO

(Address of Principal Executive Offices)

80111

(Zip Code)

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A.(c), check the following box.

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A.(d), check the following box.

Securities Act registration statement file number to which this form relates: 333-211570

Securities to be registered pursuant to Section 12(b) of the Act:

Title of Each Class to be so Registered

Name of Each Exchange on Which Each Class is to be Registered

**6.000% Series A Cumulative Redeemable Preferred
Shares of Beneficial Interest, \$0.01 par value per share**

The New York Stock Exchange

Securities to be registered pursuant to Section 12(g) of the Act:

None

INFORMATION REQUIRED IN REGISTRATION STATEMENT

ITEM 1. DESCRIPTION OF REGISTRANT'S SECURITIES TO BE REGISTERED.

National Storage Affiliates Trust (the "**Registrant**") hereby incorporates by reference herein the description of its 6.000% series A cumulative redeemable preferred shares of beneficial interest, par value \$0.01 per share (the "**Series A Preferred Shares**"), to be registered hereunder set forth under the heading "Description of the Series A Preferred Shares of Beneficial Interest" in the Registrant's prospectus supplement, dated October 3, 2017, forming part of its Registration Statement on Form S-3 (File No. 333-211570), as amended (the "**Registration Statement**"), filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, on June 6, 2016 and declared effective on June 8, 2016 by the SEC, covering the offer and sale of shares of the class of securities to be registered hereby. The Series A Preferred Shares are expected to be listed on the New York Stock Exchange.

ITEM 2 EXHIBITS.

[3.1 Articles of Amendment and Restatement of National Storage Affiliates Trust \(Exhibit 3.1 to the Quarterly Report on Form 10-Q, filed with the SEC on June 5, 2015, is incorporated herein by this reference\)](#)

[3.2 Amended and Restated Bylaws of National Storage Affiliates Trust \(Exhibit 3.2 to the Quarterly Report on Form 10-Q, filed with the SEC on June 5, 2015, is incorporated herein by this reference\)](#)

[3.3* Articles Supplementary designating the Series A Preferred Shares of National Storage Affiliates Trust](#)

[4.1* Form of Specimen Certificate of Series A Preferred Shares of National Storage Affiliates Trust](#)

* Filed herewith

SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

NATIONAL STORAGE AFFILIATES TRUST

Date: October 10, 2017

By: /s/ TAMARA D. FISCHER

Name: Tamara D. Fischer

Title: Chief Financial Officer

NATIONAL STORAGE AFFILIATES TRUST

ARTICLES SUPPLEMENTARY

6,900,000

6.000% SERIES A CUMULATIVE REDEEMABLE PREFERRED SHARES OF BENEFICIAL INTEREST

OCTOBER 10, 2017

National Storage Affiliates Trust, a Maryland real estate investment trust (the "**Trust**"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "**Department**") that:

FIRST: Pursuant to the authority expressly vested in the Board of Trustees of the Trust (the "**Board of Trustees**") by Article VI of the declaration of trust of the Trust (the "**Declaration of Trust**") and Section 8-203 of the Maryland REIT Law ("**Title 8**"), the Board of Trustees, by resolutions duly adopted on October 2, 2017, and the Pricing Committee of the Board of Directors, by resolutions duly adopted October 3, 2017, classified and designated 6,900,000 preferred shares of beneficial interest, \$0.01 par value per share ("**Preferred Shares**"), as a separate class of Preferred Shares to be known as the "6.000% Series A Cumulative Redeemable Preferred Shares of Beneficial Interest", with the following preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, and terms and conditions of redemption, which, upon any restatement of the Declaration of Trust, shall be made a part of Article VI of the Declaration of Trust with any necessary or appropriate changes to the enumeration or lettering of the sections or subsections thereof:

Section 1. **Designation and Number.** A series of Preferred Shares, designated the "6.000% Series A Cumulative Redeemable Preferred Shares of Beneficial Interest" (the "**Series A Preferred Shares**"), is hereby established. The number of Series A Preferred Shares shall be 6,900,000.

Section 2. **Rank.** The Series A Preferred Shares will, with respect to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Trust, rank: (a) senior to all classes or series of common shares of beneficial interest, \$0.01 par value per share (the "**Common Shares**"), and all other classes or series of equity shares of the Trust now or hereafter authorized, issued or outstanding expressly designated as ranking junior to the Series A Preferred Shares as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Trust; (b) on parity with any class or series of equity shares of the Trust expressly designated as ranking on parity with the Series A Preferred Shares as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Trust; and (c) junior to any class or series of equity shares of the Trust expressly designated as ranking senior to the Series A Preferred Shares as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Trust. The term "equity shares" includes shares of beneficial interest of the Trust of all classes or series, including, without limitation, Common Shares and Preferred Shares, but does not include convertible or exchangeable debt securities, which will rank senior in

right of payment to the Series A Preferred Shares prior to conversion or exchange. The Series A Preferred Shares will also rank junior in right of payment to the Trust's existing and future debt obligations.

Section 3. **Dividends.**

(a) Subject to the preferential rights of the holders of any class or series of equity shares of the Trust ranking senior to the Series A Preferred Shares as to dividend rights, the holders of the Series A Preferred Shares shall be entitled to receive, when, as and if authorized by the Board of Trustees and declared by the Trust, out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 6.000% per annum of the \$25.00 liquidation preference per Series A Preferred Share (equivalent to a fixed annual amount of \$1.50 per Series A Preferred Share). Such dividends shall accrue and be cumulative from and including the first date on which any Series A Preferred Shares are issued (the "**Original Issue Date**"), or, if later, the most recent Dividend Payment Date (as defined below) to which dividends have been paid in full (or declared and the corresponding Dividend Record Date (as defined below) for determining shareholders entitled to payment thereof has passed), and shall be payable quarterly in arrears on each Dividend Payment Date, commencing on December 31, 2017; **provided, however, that** if any Dividend Payment Date is not a Business Day (as defined below), then the dividend which would otherwise have been payable on such Dividend Payment Date may be paid, at the Trust's option, on either the immediately preceding Business Day or the next succeeding Business Day, except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case, with the same force and effect as if paid on such Dividend Payment Date, and no interest or additional dividends or other sums shall accrue on the amount so payable from such Dividend Payment Date to such next succeeding Business Day. The amount of any dividend payable on the Series A Preferred Shares for any period greater or less than a full Dividend Period (as defined below) shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the shareholder records of the Trust at the close of business on the applicable Dividend Record Date (as defined below). Notwithstanding any provision to the contrary contained herein, each holder of an outstanding Series A Preferred Share shall be entitled to receive a dividend with respect to any Dividend Record Date equal to the dividend paid with respect to each other Series A Preferred Share that is outstanding on such date. "**Dividend Record Date**" shall mean the date designated by the Board of Trustees for the payment of dividends that is not more than 35 or fewer than 10 days prior to the applicable Dividend Payment Date. "**Dividend Payment Date**" shall mean the last calendar day of each March, June, September and December, commencing on December 31, 2017. "**Dividend Period**" shall mean the respective periods commencing on and including the first day of January, April, July and October of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Original Issue Date and end on and include December 31, 2017, and other than the Dividend Period during which any Series A Preferred Shares shall be redeemed pursuant to Section 5 or Section 6 hereof, which shall end on and include the day preceding the redemption date with respect to the Series A Preferred Shares being redeemed).

The term "**Business Day**" shall mean any day other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which banking institutions in New York City are authorized or required by law, regulation or executive order to close.

(b) Notwithstanding anything contained herein to the contrary, dividends on the Series A Preferred Shares shall accrue whether or not the Trust has earnings, whether or not there are funds legally available for the payment of such dividends, and whether or not such dividends are authorized or declared.

(c) Except as provided in Section 3(d) or 3(f) below, no dividends shall be declared and paid or declared and set apart for payment, and no other distribution of cash or other property may be declared and made, directly or indirectly, on or with respect to any Common Shares or equity shares of any other class or series of the Trust ranking, as to dividends, on parity with or junior to the Series A Preferred Shares for any period, nor shall any Common Shares or any other equity shares of any other class or series of the Trust ranking, as to payment of dividends and the distribution of assets upon the Trust's liquidation, dissolution or winding up, on parity with or junior to the Series A Preferred Shares be redeemed, purchased or otherwise acquired for any consideration, nor shall any funds be paid or made available for a sinking fund for the redemption of such shares, and no other distribution of cash or other property may be made, directly or indirectly, on or with respect thereto by the Trust, unless full cumulative dividends on the Series A Preferred Shares for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid or (ii) declared and a sum sufficient for the payment thereof is set apart for such payment.

(d) Except as provided in Section 3(f) below, when dividends are not paid in full (or declared and a sum sufficient for such full payment is not so set apart) on the Series A Preferred Shares and any other class or series of equity shares ranking, as to dividends, on parity with the Series A Preferred Shares, all dividends declared upon the Series A Preferred Shares and each such other class or series of equity shares ranking, as to dividends, on parity with the Series A Preferred Shares (which, for the avoidance of doubt, shall not include the redemption or repurchase of any such class or series) shall be declared *pro rata* so that the amount of dividends declared per Series A Preferred Share and per equity share of such other class or series of shall in all cases bear to each other the same ratio that accrued dividends per Series A Preferred Share and per equity share of such other class or series (which shall not include any accrual in respect of unpaid dividends on such other class or series of equity shares for prior Dividend Periods if such other class or series of equity shares does not have a cumulative dividend) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series A Preferred Shares which may be in arrears.

(e) Holders of Series A Preferred Shares shall not be entitled to any dividend, whether payable in cash, property or equity shares, in excess of full cumulative dividends on the Series A Preferred Shares as provided herein. Any dividend payment made on the Series A Preferred Shares shall first be credited against the earliest accrued but unpaid dividends due with respect to such shares which remain payable. Accrued but unpaid dividends on the Series A Preferred Shares will accrue as of the Dividend Payment Date on which they first become payable.

(f) Notwithstanding the provisions of this Section 3 or Section 5 or 6 and regardless of whether dividends are paid in full (or declared and a sum sufficient for such full payment is not so set apart) on the Series A Preferred Shares or any other class or series of equity shares ranking, as to dividends, on parity with the Series A Preferred Shares for any or all Dividend Periods, the Trust shall not be prohibited or limited from (i) paying dividends on any equity shares of the Trust in Common Shares or any other class or series of equity shares ranking junior to the Series A Preferred Shares as to payment of dividends and the distribution of assets upon the Trust's liquidation, dissolution and winding up, (ii) converting or exchanging any equity shares of the Trust for equity shares of the Trust of any other class or series of equity shares ranking junior to the Series A Preferred Shares as to payment of dividends and the distribution of assets upon the Trust's liquidation, dissolution and winding up, (iii) redeeming, purchasing or otherwise acquiring Common Shares for purposes of and compliance with the requirements of an employee incentive or employee benefit plan of the Trust or any of its subsidiaries, (iv) redeeming, purchasing or otherwise acquiring any equity shares of the Trust pursuant to the provisions of Article VII of the Declaration of Trust, or any comparable provision of the Declaration of Trust relating to any class or series of equity shares hereinafter classified and designated, or otherwise in order to ensure that the Trust remains qualified as a REIT (as defined in Article III of the Declaration of Trust), or (v) purchasing or acquiring Series A Preferred Shares or equity shares of any other class or series ranking as to dividends or the distribution of assets upon the Trust's liquidation, dissolution or winding up, on parity with the Series A Preferred Shares pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding Series A Preferred Shares.

Section 4. **Liquidation Preference.**

(a) Upon any voluntary or involuntary liquidation, dissolution or winding up of the Trust, before any distribution or payment shall be made to holders of Common Shares or any other class or series of equity shares of the Trust ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Trust, junior to the Series A Preferred Shares, the holders of Series A Preferred Shares shall be entitled to be paid out of the assets of the Trust legally available for distribution to its shareholders, after payment of or provision for the debts and other liabilities of the Trust and any class or series of equity shares of the Trust ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Trust, senior to the Series A Preferred Shares, a liquidation preference of \$25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) up to but excluding the date of payment. In the event that, upon such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Trust are insufficient to pay the full amount of the liquidating distributions on all outstanding Series A Preferred Shares and the corresponding amounts payable on all equity shares of the Trust of other classes or series ranking, as to rights upon the Trust's liquidation, dissolution or winding up, on parity with the Series A Preferred Shares in the distribution of assets, then the holders of the Series A Preferred Shares and each such other class or series of equity shares ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up, on parity with the Series A Preferred Shares shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled. Written notice of any such voluntary or involuntary liquidation, dissolution or winding up of the Trust, stating the payment date or dates when, and the

place or places where, the amounts distributable in such circumstances shall be payable, shall be given not fewer than 30 or more than 60 days prior to the payment date stated therein, to each record holder of Series A Preferred Shares at the respective addresses of such holders as the same shall appear on the share transfer records of the Trust. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series A Preferred Shares will have no right or claim to any of the remaining assets of the Trust. The consolidation, merger or conversion of the Trust with or into any other corporation, trust or entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the property or business of the Trust, shall not be deemed to constitute a liquidation, dissolution or winding up of the Trust.

(b) In determining whether a distribution (other than upon voluntary or involuntary liquidation), by dividend, redemption or other acquisition of equity shares of the Trust or otherwise, is permitted under applicable law, amounts that would be needed, if the Trust were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of Series A Preferred Shares shall not be added to the Trust's total liabilities.

Section 5. **Redemption.**

(a) Series A Preferred Shares shall not be redeemable prior to October 11, 2022 except as set forth in Section 6 hereof or upon a determination of the Board of Trustees that such redemption is reasonably necessary to preserve the Trust's status as a REIT as set forth in Section 5(c) below. In addition, the Series A Preferred Shares shall be subject to the provisions of Article VII of the Declaration of Trust pursuant to which Series A Preferred Shares owned by a shareholder in excess of the Aggregate Share Ownership Limit or the Preferred Share Ownership Limit (as each is defined in Article VIII of the Declaration of Trust) shall automatically be transferred to a Charitable Trust (as defined in Article VII of the Declaration of Trust) for the exclusive benefit of a Charitable Beneficiary (as defined in Article VII of the Declaration of Trust) and the other restrictions on ownership and transfer of the Trust's equity shares set forth in Article VII of the Declaration of Trust.

(b) On and after October 11, 2022, the Trust, at its option, upon notice in accordance with Section 5(e), may redeem the Series A Preferred Shares, in whole or in part, at any time or from time to time, for cash at a redemption price of \$25.00 per share, plus, subject to Section 5(f), all accrued and unpaid dividends (whether or not authorized or declared) thereon up to but excluding the date fixed for redemption, without interest, to the extent the Trust has funds legally available therefor (the "**Redemption Right**"). If fewer than all of the outstanding Series A Preferred Shares are to be redeemed pursuant to this Section 5(b), the Series A Preferred Shares to be redeemed shall be redeemed *pro rata* (as nearly as may be practicable without creating fractional shares) or by lot as determined by the Trust. If redemption is to be by lot and, as a result, any holder of Series A Preferred Shares would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Article VII of the Declaration of Trust) in excess of the Aggregate Share Ownership Limit, Preferred Share Ownership Limit, or such other limit as permitted by the Board of Trustees pursuant to Article VII of the Declaration of Trust, or violate any of the other restrictions on ownership and transfer of the Trust's equity shares set forth in Article VII of the Declaration of Trust, because such holder's Series A Preferred Shares were not redeemed, or were

only redeemed in part, then, except as otherwise provided in the Declaration of Trust, the Trust shall redeem the requisite number of Series A Preferred Shares of such holder such that no holder will hold an amount of Series A Preferred Shares in excess of the Aggregate Share Ownership Limit or Preferred Share Ownership Limit, or violate any of the other restrictions on ownership and transfer of the Trust's equity shares set forth in Article VII of the Declaration of Trust, subsequent to such redemption. Holders of Series A Preferred Shares to be redeemed shall surrender such Series A Preferred Shares at the place, or in accordance with the book-entry procedures, designated in such notice and shall be entitled to the redemption price of \$25.00 per share and any accrued and unpaid dividends payable upon such redemption following such surrender. If (i) notice of redemption of any Series A Preferred Shares has been given (in the case of a redemption of the Series A Preferred Shares other than to preserve the status of the Trust as a REIT), (ii) the funds necessary for such redemption have been set aside by the Trust for the benefit of the holders of any Series A Preferred Shares so called for redemption, and (iii) irrevocable instructions have been given to pay the redemption price and all accrued and unpaid dividends, then from and after the redemption date, dividends shall cease to accrue on such Series A Preferred Shares, such Series A Preferred Shares shall no longer be deemed outstanding, and all rights of the holders of such shares shall terminate, except the right to receive the redemption price plus any accrued and unpaid dividends payable upon such redemption, without interest. So long as full cumulative dividends on the Series A Preferred Shares for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid, or (ii) declared and a sum sufficient for the payment thereof is set apart for payment, nothing herein shall prevent or restrict the Trust's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series A Preferred Shares at such price or prices as the Trust may determine, subject to the provisions of applicable law, including the repurchase of Series A Preferred Shares in open-market transactions duly authorized by the Board of Trustees.

(c) To the maximum extent permitted by applicable law and the Declaration of Trust, (i) in the event of any redemption of the Series A Preferred Shares upon a determination by the Board of Trustees that such redemption is reasonably necessary to preserve the status of the Trust as a REIT and to comply with the restrictions on ownership and transfer of the Trust's equity shares set forth in Article VII of the Declaration of Trust, such redemption shall be made in accordance with the terms and conditions set forth in this Section 5 (other than the requirement in Section 5(b) that any redemption of fewer than all of the outstanding Series A Preferred Shares be *pro rata* or by lot); **provided that** no prior written notice of redemption is required; and (ii) if the Trust calls for redemption of any Series A Preferred Shares pursuant to and in accordance with this Section 5(c), then the redemption price for such shares will be an amount in cash equal to \$25.00 per share together with all accrued and unpaid dividends to but excluding the dated fixed for redemption.

(d) Except as provided in Section 3(f) above, unless full cumulative dividends on the Series A Preferred Shares for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, no Series A Preferred Shares shall be redeemed pursuant to the Redemption Right or Special Optional Redemption Right (defined below) unless all outstanding Series A Preferred Shares are simultaneously redeemed, and the Trust shall not

purchase or otherwise acquire directly or indirectly any Series A Preferred Shares or any class or series of equity shares of the Trust ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Trust, on parity with or junior to the Series A Preferred Shares.

(e) Notice of redemption pursuant to the Redemption Right will be mailed by the Trust, postage prepaid, not fewer than 30 or more than 60 days prior to the redemption date, addressed to the respective holders of record of the Series A Preferred Shares to be redeemed at their respective addresses as they appear on the share transfer records of the Trust. No failure to give or defect in such notice shall affect the validity of the proceedings for the redemption of any Series A Preferred Shares except as to the holder to whom such notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series A Preferred Shares may be listed or admitted to trading, each such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of Series A Preferred Shares to be redeemed; (iv) the place or places where the certificates, if any, representing Series A Preferred Shares are to be surrendered for payment of the redemption price; (v) procedures for surrendering uncertificated Series A Preferred Shares for payment of the redemption price; (vi) that dividends on the Series A Preferred Shares to be redeemed will cease to accrue on such redemption date; and (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series A Preferred Shares. If fewer than all of the Series A Preferred Shares held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of Series A Preferred Shares held by such holder to be redeemed. Notwithstanding anything else to the contrary in these Articles Supplementary, the Trust shall not be required to provide notice to the holder of Series A Preferred Shares in the event such holder's Series A Preferred Shares is redeemed in accordance with Section 5(c) hereof or Article VII of the Declaration of Trust.

(f) If a redemption date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of Series A Preferred Shares at the close of business on such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of Series A Preferred Shares that surrenders its shares on such redemption date will be entitled to the dividends accruing after the end of the Dividend Period to which such Dividend Payment Date relates up to but excluding the redemption date. Except as provided herein, the Trust shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series A Preferred Shares for which a notice of redemption has been given.

(g) All the Series A Preferred Shares redeemed or repurchased pursuant to this Section 5, or otherwise acquired in any other manner by the Trust, shall be restored to the status of authorized but unissued Preferred Shares, without designation as to series or class.

Section 6. Special Optional Redemption by the Trust .

(a) Upon the occurrence of a Change of Control (as defined below), the Trust will have the option upon written notice mailed by the Trust, postage pre-paid, no fewer than

30 nor more than 60 days prior to the redemption date and addressed to the holders of record of the Series A Preferred Shares to be redeemed at their respective addresses as they appear on the share transfer records of the Trust, to redeem the Series A Preferred Shares, in whole or in part, within 120 days after the first date on which such Change of Control occurred, for cash at \$25.00 per share plus, subject to Section 6(d), accrued and unpaid dividends, if any, to, but not including, the redemption date ("**Special Optional Redemption Right**"). No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the redemption of any Series A Preferred Shares except as to the holder to whom notice was defective or not given. If, prior to the Change of Control Conversion Date (as defined below), the Trust has provided or provides notice of redemption with respect to the Series A Preferred Shares (whether pursuant to the Redemption Right or the Special Optional Redemption Right), the holders of Series A Preferred Shares will not have the conversion right described below in Section 8.

A "**Change of Control**" is when, after the original issuance of the Series A Preferred Shares, each of the following have occurred and are continuing:

(i) the acquisition by any person, including any syndicate or group deemed to be a "person" under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of equity shares of the Trust entitling that person to exercise more than 50% of the total voting power of all equity shares of the Trust entitled to vote generally in the election of the Trust's trustees (except that such person will be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition); and

(ii) following the closing of any transaction referred to in (i) above, neither the Trust nor the acquiring or surviving entity (or, if in connection with such transaction holders of Common Shares receive Alternative Form Consideration consisting of common equity securities of another entity, such other entity) has a class of common securities (or American Depositary Receipts representing such securities) listed on the New York Stock Exchange (the "**NYSE**"), the NYSE American, LLC (the "**NYSE AMER**"), or the NASDAQ Stock Market ("**NASDAQ**"), or listed or quoted on an exchange or quotation system that is a successor to the NYSE, the NYSE AMER or NASDAQ.

(b) In addition to any information required by law or by the applicable rules of any exchange upon which the Series A Preferred Shares may be listed or admitted to trading, such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of Series A Preferred Shares to be redeemed; (iv) the place or places where the certificates, if any, representing Series A Preferred Shares are to be surrendered for payment of the redemption price; (v) procedures for surrendering uncertificated Series A Preferred Shares for payment of the redemption price; (vi) that dividends on the Series A Preferred Shares to be redeemed will cease to accrue on the redemption date; (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series A Preferred Shares; (viii) that the Series A Preferred Shares are being redeemed pursuant to the Special Optional Redemption Right in

connection with the occurrence of a Change of Control and a brief description of the transaction or transactions constituting such Change of Control; and (ix) that holders of the Series A Preferred Shares to which the notice relates will not be able to tender such Series A Preferred Shares for conversion in connection with the Change of Control and each Series A Preferred Share tendered for conversion that is selected, prior to the Change of Control Conversion Date, for redemption will be redeemed on the related redemption date instead of converted on the Change of Control Conversion Date. If fewer than all of the Series A Preferred Shares held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of Series A Preferred Shares held by such holder to be redeemed. Holders of Series A Preferred Shares to be redeemed shall surrender such Series A Preferred Shares at the place, or in accordance with the book-entry procedures, designated in such notice and shall be entitled to the redemption price of \$25.00 per share and any accrued and unpaid dividends payable upon such redemption following such surrender.

If fewer than all of the outstanding Series A Preferred Shares are to be redeemed pursuant to the Special Optional Redemption Right, the Series A Preferred Shares to be redeemed shall be redeemed *pro rata* (as nearly as may be practicable without creating fractional shares) or by lot as determined by the Trust. If such redemption pursuant to the Special Optional Redemption Right is to be by lot and, as a result, any holder of Series A Preferred Shares would have actual ownership, Beneficial Ownership or Constructive Ownership in excess of the Preferred Share Ownership Limit, the Aggregate Share Ownership Limit, or such limit as permitted by the Board of Trustees pursuant to Article VII of the Declaration of Trust, or violate any of the other restrictions on ownership and transfer of the Trust's equity shares set forth in Article VII of the Declaration of Trust, because such holder's Series A Preferred Shares were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Declaration of Trust, the Trust shall redeem the requisite number of Series A Preferred Shares of such holder such that no holder will hold an amount of Series A Preferred Shares in excess of the Preferred Share Ownership Limit, Aggregate Share Ownership Limit or violate any of the other restrictions on ownership and transfer of the Trust's equity shares set forth in Article VII of the Declaration of Trust subsequent to such redemption.

(c) If (i) the Trust has given a notice of redemption pursuant to the Special Optional Redemption Right, (ii) the funds necessary for such redemption have been set aside by the Trust for the benefit of the holders of the Series A Preferred Shares so called for redemption, and (iii) irrevocable instructions have been given to pay the redemption price and all accrued and unpaid dividends, then from and after the redemption date, dividends shall cease to accrue on such Series A Preferred Shares, such Series A Preferred Shares shall no longer be deemed outstanding, and all rights of the holders of such shares shall terminate, except the right to receive the redemption price plus any accrued and unpaid dividends payable upon such redemption, without interest. So long as full cumulative dividends on the Series A Preferred Shares for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid or (ii) declared and a sum sufficient for the payment thereof is set apart for payment, nothing herein shall prevent or restrict the Trust's right or ability to purchase, from time to time, either at a public or a private sale duly authorized by the Board of Trustees, all or any part of the Series A Preferred Shares at such price or prices as the Trust may determine, subject to the provisions of applicable law, including the repurchase of Series A Preferred Shares in open-market transactions duly authorized by the Board of Trustees.

(d) If a redemption date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of Series A Preferred Shares at the close of business of such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of Series A Preferred Shares that surrenders its shares on such redemption date will be entitled to the dividends accruing after the end of the Dividend Period to which such Dividend Payment Date relates up to but excluding the redemption date. Except as provided herein, the Trust shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series A Preferred Shares for which a notice of redemption has been given.

(e) All the Series A Preferred Shares redeemed or repurchased pursuant to this Section 6, or otherwise acquired in any other manner by the Trust, shall be restored to the status of authorized but unissued Preferred Shares, without designation as to series or class.

Section 7. **Voting Rights.**

(a) Holders of the Series A Preferred Shares shall not have any voting rights, except as set forth in this Section 7.

(b) Whenever dividends on any Series A Preferred Shares shall be in arrears for six or more consecutive or non-consecutive quarterly periods (a "**Preferred Dividend Default**"), the holders of Series A Preferred Shares and the holders of all other classes or series of Preferred Shares ranking on parity with the Series A Preferred Shares with respect to payment of dividends and the distribution of assets upon the Trust's liquidation, dissolution or winding up and upon which like voting rights have been conferred and are exercisable ("**Parity Preferred**") and with which the holders of Series A Preferred Shares are entitled to vote together as a single class, voting together as a single class, shall be entitled to vote for the election of a total of two additional trustees to serve on the Board of Trustees of the Trust (the "**Preferred Trustees**") until all dividends accumulated and unpaid on the Series A Preferred Shares shall have been fully paid. At such time as the holders of Series A Preferred Shares become entitled to vote in the election of Preferred Trustees, the number of trustees serving on the Board of Trustees shall be increased automatically by two trustees (unless the number of trustees has previously been so increased pursuant to the terms of any class or series of Parity Preferred). For the purposes of determining whether a Preferred Dividend Default has occurred or is continuing, a dividend in respect of Series A Preferred Shares shall be considered timely made if made within two Business Days after the applicable Dividend Payment Date if at the time of such late payment date there shall not be any prior quarterly Dividend Periods in respect of which full dividends were not timely made at the applicable Dividend Payment Date.

(c) A Preferred Trustee will be elected by a plurality of the votes cast in the election of Preferred Trustees and shall serve until the next annual meeting of shareholders and until his or her successor is duly elected and qualifies, subject to Section 7(e) or such Preferred Trustee's earlier death, disqualification, resignation or removal. The election of Preferred Trustees will take place at (i) either (A) a special meeting called in accordance with Section 7(d) below if the request is received more than 90 days before the date fixed for the Trust's next annual or special

meeting of shareholders or (B) the next annual or special meeting of shareholders if the request is received within 90 days of the date fixed for the Trust's next annual or special meeting of shareholders and (ii) at each subsequent annual meeting of shareholders, or special meeting at which Preferred Trustees are to be elected, until the right of holders of Series A Preferred Shares to elect Preferred Trustees shall have terminated as specified in Section 7(e).

(d) At any time when holders of Series A Preferred Shares are entitled to vote in the election of Preferred Trustees, the Secretary of the Trust shall, unless the request is received more than 90 days before the date fixed for the Trust's next annual or special meeting of shareholders, call or cause to be called, upon written request of holders of record of at least 10% of the outstanding Series A Preferred Shares and shares of Parity Preferred with which the holders of Series A Preferred Shares are entitled to vote together as a single class in the election of Preferred Trustees, call a special meeting of shareholders for the purpose of electing Preferred Trustees by delivering or causing to be delivered to the shareholders entitled to vote a notice of such special meeting to be held not fewer than ten or more than 45 days after the date such notice is given. The record date for determining holders of the Series A Preferred Shares entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed. The holder or holders of one-third of the outstanding Series A Preferred Shares and shares of Parity Preferred with which the holders of Series A Preferred Shares are entitled to vote together as a single class in the election of Preferred Trustees, present in person or by proxy, will constitute a quorum for the election of the Preferred Trustees except as otherwise required by law. Notice of all meetings of shareholders at which holders of Series A Preferred Shares are entitled to vote in the election of Preferred Trustees will be given to such holders at their addresses as they appear in the Trust's share transfer records. At any such meeting or adjournment thereof, in the absence of a quorum, subject to the provisions of any applicable law, the affirmative vote of the holders of a majority of the Series A Preferred Shares and shares of Parity Preferred with which the holders of Series A Preferred Shares are entitled to vote together as a single class in the election of Preferred Trustees present in person or by proxy, voting together as a single class, shall be sufficient to adjourn the meeting for the election of the Preferred Trustees, without notice other than an announcement at the meeting, until a quorum is present. If a Preferred Dividend Default shall terminate after the notice of a special meeting for the purpose of electing Preferred Trustees has been given but before such Preferred Trustees have been elected, the Trust shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series A Preferred Shares that would have been entitled to vote at such special meeting.

(e) If and when all accumulated dividends on the Series A Preferred Shares shall have been fully paid, the right of the holders of Series A Preferred Shares to elect Preferred Trustees shall immediately cease (subject to re-vesting in the event of each and every Preferred Dividend Default), and, unless there are outstanding shares of Parity Preferred upon which like voting remain exercisable, the term of office of each Preferred Trustee so elected shall terminate and the number of Trustees shall be reduced accordingly. If the rights of holders of Series A Preferred Shares to elect Preferred Trustees have terminated in accordance with this Section 7(e) after any record date for the determination of shareholders entitled to vote in the election of such Preferred Trustees but before the closing of the polls in such election, holders of Series A Preferred Shares outstanding as of such record date shall not be entitled to vote in such election of Preferred Trustees.

Any Preferred Trustee may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series A Preferred Shares and the shares of Parity Preferred then entitled to vote together as a single class in the election of Preferred Trustees (voting together as a single class). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Trustee may be filled by written consent of the Preferred Trustee remaining in office, or if none remains in office, by a plurality of the votes cast in the election of Preferred Trustees. Each of the Preferred Trustees shall be entitled to one vote on any matter before the Board of Trustees.

(f) So long as any Series A Preferred Shares remain outstanding, the affirmative vote or consent of the holders of at least two-thirds of the outstanding Series A Preferred Shares and shares of each other class or series of Parity Preferred with which the holders of Series A Preferred Shares are entitled to vote together as a single class on such matter (voting together as a single class), given in person or by proxy, either in writing or at a meeting, will be required to: (i) authorize, create or issue, or increase the number of authorized or issued number of shares of, any class or series of equity shares ranking senior to the Series A Preferred Shares with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the Trust (collectively, "**Senior Equity Shares**") or reclassify any authorized equity shares of the Trust into Senior Equity Shares, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any Senior Equity Shares; or (ii) amend, alter or repeal the provisions of the Declaration of Trust, including the terms of the Series A Preferred Shares, whether by merger, consolidation, transfer or conveyance of all or substantially all of its assets or otherwise (an "**Event**"), so as to materially and adversely affect any right, preference, privilege or voting power of the Series A Preferred Shares; **provided, however**, with respect to the occurrence of any Event, so long as the Series A Preferred Shares remain outstanding with the terms thereof materially unchanged, taking into account that, upon the occurrence of such Event, the Trust may not be the surviving entity and the surviving entity may not be a real estate investment trust with the meaning of Title 8, the occurrence of such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of Series A Preferred Shares, and in such case such holders shall not have any voting rights with respect to the occurrence of any Event. In addition, if the holders of the Series A Preferred Shares receive the greater of the full trading price of the Series A Preferred Shares on the date of an Event or the \$25.00 liquidation preference per Series A Preferred Share plus all accrued and unpaid dividends thereon to, but not including the date of such Event pursuant to the occurrence of any Event, then such holders shall not have any voting rights with respect to such Event. If any Event would materially and adversely affect the rights, preferences, privileges or voting powers of the Series A Preferred Shares disproportionately relative to other classes or series of Parity Preferred with which the holders of Series A Preferred Shares are entitled to vote together as a single class on such Event, the affirmative vote of the holders of at least two-thirds of the outstanding the Series A Preferred Shares, voting as a separate class, will also be required. Notwithstanding the foregoing, holders of Series A Preferred Shares shall not be entitled to vote with respect to (A) any increase in the total number of authorized Common Shares or Preferred Shares of the Trust, (B) any increase in the number of authorized Series A Preferred Shares or the creation or issuance of any other class or series of equity shares or (C) any increase in the number of authorized equity shares of any other class or series; **provided that**, in each case referred to in clause (A), (B) or (C) above, such equity shares rank on parity with or junior to the Series A

Preferred Shares with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Trust. Except as set forth herein, holders of the Series A Preferred Shares shall not have any voting rights with respect to, and the consent of the holders of the Series A Preferred Shares shall not be required for, the taking of any corporate action, including an Event, regardless of the effect that such corporate action or Event may have upon the powers, preferences, voting power or other rights or privileges of the Series A Preferred Shares.

(g) The foregoing voting provisions of this Section 7 shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding Series A Preferred Shares shall have been redeemed or called for redemption upon proper notice pursuant to these Articles Supplementary, and sufficient funds, in cash, shall have been deposited to effect such redemption.

(h) In any matter in which the Series A Preferred Shares may vote (as expressly provided herein), each Series A Preferred Share shall be entitled to one vote per \$25.00 of liquidation preference.

Section 8. **Conversion.** The Series A Preferred Shares are not convertible into or exchangeable for any other property or securities of the Trust, except as provided in this Section 8.

(a) Upon the occurrence of a Change of Control, each holder of outstanding Series A Preferred Shares shall have the right, unless, on or prior to the Change of Control Conversion Date, the Trust has provided or provides notice of its election to redeem the Series A Preferred Shares pursuant to the Redemption Right or Special Optional Redemption Right, to convert some or all of the Series A Preferred Shares held by such holder (the "**Change of Control Conversion Right**") on the Change of Control Conversion Date into a number of Common Shares per Series A Preferred Share to be converted (the "**Common Share Conversion Consideration**") equal to the lesser of (A) the quotient obtained by dividing (i) the sum of (x) the \$25.00 liquidation preference per Series A Preferred Share to be converted *plus* (y) the amount of any accrued and unpaid dividends to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a Dividend Record Date and prior to the corresponding Dividend Payment Date, in which case no additional amount for such accrued and unpaid dividends will be included in such sum) by (ii) the Common Share Price (as defined herein) and (B) 2.04666 (the "**Share Cap**"), subject to the immediately succeeding paragraph.

The Share Cap is subject to *pro rata* adjustments for any share splits (including those effected pursuant to a distribution of the Common Shares), subdivisions or combinations (in each case, a "**Share Split**") with respect to the Common Shares as follows: the adjusted Share Cap as the result of a Share Split shall be the number of Common Shares that is equivalent to the product obtained by *multiplying* (i) the Share Cap in effect immediately prior to such Share Split *by* (ii) a fraction, the numerator of which is the number of Common Shares outstanding after giving effect to such Share Split and the denominator of which is the number of Common Shares outstanding immediately prior to such Share Split.

In the case of a Change of Control pursuant to which Common Shares shall be converted into cash, securities or other property or assets (including any combination thereof) (the "**Alternative**

Form Consideration"), a holder of Series A Preferred Shares shall receive upon conversion of such Series A Preferred Shares the kind and amount of Alternative Form Consideration which such holder would have owned or been entitled to receive upon the Change of Control had such holder held a number of Common Shares equal to the Common Share Conversion Consideration immediately prior to the effective time of the Change of Control (the "**Alternative Conversion Consideration**"; and the Common Share Conversion Consideration or the Alternative Conversion Consideration, as may be applicable to a Change of Control, shall be referred to herein as the "**Conversion Consideration**").

In the event that holders of Common Shares have the opportunity to elect the form of consideration to be received in the Change of Control, the Conversion Consideration will be deemed to be the kind and amount of consideration actually received by holders of a majority of the Common Shares that were voted in such an election (if electing between two types of consideration) or holders of a plurality of the Common Shares that were voted in such an election (if electing between more than two types of consideration), as the case may be, and will be subject to any limitations to which all holders of Common Shares are subject, including, without limitation, *pro rata* reductions applicable to any portion of the consideration payable in the Change of Control.

The "**Change of Control Conversion Date**" shall be a Business Day set forth in the notice of Change of Control provided in accordance with Section 8(c) below that is no less than 20 days nor more than 35 days after the date on which the Trust provides such notice pursuant to Section 8(c).

The "**Common Share Price**" shall be (i) if the consideration to be received in the Change of Control by the holders of Common Shares is solely cash, the amount of cash consideration per Common Share or (ii) if the consideration to be received in the Change of Control by holders of Common Shares is other than solely cash (x) the average of the closing sale prices per Common Share (or, if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control as reported on the principal U.S. securities exchange on which the Common Shares are then traded, or (y) the average of the last quoted bid prices for the Common Shares in the over-the-counter market as reported by OTC Markets Group, Inc. or a similar organization for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control, if the Common Shares are not then listed for trading on a U.S. securities exchange.

(b) No fractional Common Shares shall be issued upon the conversion of Series A Preferred Shares. In lieu of fractional shares, holders shall be entitled to receive the cash value of such fractional shares based on the Common Share Price.

(c) Within 15 days following the occurrence of a Change of Control, a notice of occurrence of the Change of Control, describing the resulting Change of Control Conversion Right, shall be delivered to the holders of record of the Series A Preferred Shares at their addresses as they appear on the Trust's share transfer records and notice shall be provided to the Trust's transfer agent. No failure to give such notice or any defect thereto or in the mailing

thereof shall affect the validity of the proceedings for the conversion of any Series A Preferred Share except as to the holder to whom notice was defective or not given. Each notice shall state: (i) the events constituting the Change of Control; (ii) the date of the Change of Control; (iii) the last date on which the holders of Series A Preferred Shares may exercise their Change of Control Conversion Right; (iv) the method and period for calculating the Common Share Price; (v) the Change of Control Conversion Date; (vi) that if, prior to the Change of Control Conversion Date, the Trust has provided or provides notice of its election to redeem all or any portion of the Series A Preferred Shares, the holder will not be able to convert Series A Preferred Shares designated for redemption and such Series A Preferred Shares shall be redeemed on the related redemption date, even if they have already been tendered for conversion pursuant to the Change of Control Conversion Right; (vii) if applicable, the type and amount of Alternative Conversion Consideration entitled to be received per Series A Preferred Share; (viii) the name and address of the paying agent and the conversion agent; and (ix) the procedures that the holders of Series A Preferred Shares must follow to exercise the Change of Control Conversion Right.

(d) The Trust shall issue a press release for publication on the Dow Jones & Corporation, Inc., Business Wire, PR Newswire or Bloomberg Business News (or, if such organizations are not in existence at the time of issuance of such press release, such other news or press organization as is reasonably calculated to broadly disseminate the relevant information to the public), or post notice on the Trust's website, in any event prior to the opening of business on the first Business Day following any date on which the Trust provides notice pursuant to Section 8(c) above to the holders of Series A Preferred Shares.

(e) In order to exercise the Change of Control Conversion Right, a holder of Series A Preferred Shares shall be required to deliver, on or before the close of business on the Change of Control Conversion Date, the certificates (if any) representing the Series A Preferred Shares to be converted, duly endorsed for transfer, together with a written conversion notice completed, to the Trust's transfer agent. Such notice shall state: (i) the relevant Change of Control Conversion Date; (ii) the number of Series A Preferred Shares to be converted; and (iii) that the Series A Preferred Shares are to be converted pursuant to the applicable provisions of these Articles Supplementary. Notwithstanding the foregoing, if the Series A Preferred Shares are held in global form, such notice shall comply with applicable procedures of The Depository Trust Corporation ("**DTC**").

(f) Holders of Series A Preferred Shares may withdraw any notice of exercise of a Change of Control Conversion Right (in whole or in part) by a written notice of withdrawal delivered to the Trust's transfer agent prior to the close of business on the Business Day prior to the Change of Control Conversion Date. The notice of withdrawal must state: (i) the number of withdrawn Series A Preferred Shares; (ii) if certificated Series A Preferred Shares have been issued, the certificate numbers of the withdrawn Series A Preferred Shares; and (iii) the number of Series A Preferred Shares, if any, which remain subject to the conversion notice. Notwithstanding the foregoing, if the Series A Preferred Shares are held in global form, the notice of withdrawal shall comply with applicable procedures of DTC.

(g) Series A Preferred Shares as to which the Change of Control Conversion Right has been properly exercised and for which the conversion notice has not been properly withdrawn shall be converted into the applicable Conversion Consideration in accordance with the Change of Control Conversion Right on the Change of Control Conversion Date, unless, on or prior to the Change of Control Conversion Date, the Trust has provided or provides notice of its election to redeem such Series A Preferred Shares, whether pursuant to its Redemption Right or its Special Optional Redemption Right. If the Trust elects to redeem Series A Preferred Shares that would otherwise be converted into the applicable Conversion Consideration on a Change of Control Conversion Date, such Series A Preferred Shares shall not be so converted and the holders of such shares shall be entitled to receive on the applicable redemption date \$25.00 per share, plus any accrued and unpaid dividends thereon to, but not including, the redemption date.

(h) The Trust shall deliver the applicable Conversion Consideration no later than the third Business Day following the Change of Control Conversion Date.

(i) Notwithstanding anything to the contrary contained herein, no holder of Series A Preferred Shares will be entitled to convert such Series A Preferred Shares into Common Shares to the extent that receipt of such Common Shares would cause the holder of such Common Shares (or any other person) to have actual ownership, Beneficial Ownership or Constructive Ownership in excess of the Common Share Ownership Limit (as defined in Article VII of the Declaration of Trust), the Aggregate Share Ownership Limit, or such other limit as permitted by the Board of Trustees pursuant to Article VII of the Declaration of Trust or violate any of the other restrictions on ownership and transfer of the Trust's equity shares set forth in Article VII of the Declaration of Trust.

(j) The Series A Preferred Shares shall not be convertible into or exchangeable for any other property or securities of the Trust or any other entity, except as otherwise provided herein.

Section 9. **Record Holders.** The Trust and its transfer agent may deem and treat the record holder of any Series A Preferred Share as the true and lawful owner thereof for all purposes, and neither the Trust nor its transfer agent shall be affected by any notice to the contrary.

Section 10. **No Maturity or Sinking Fund.** The Series A Preferred Shares have no maturity date, and no sinking fund has been established for the retirement or redemption of Series A Preferred Shares; **provided, however, that** the Series A Preferred Shares owned by a shareholder in violation of the restrictions on ownership and transfer of the Trust's shares set forth in Article VII of the Declaration of Trust shall be subject to the provisions thereof.

Section 11. **Exclusion of Other Rights.** The Series A Preferred Shares shall not have any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption other than expressly set forth in the Declaration of Trust and these Articles Supplementary.

Section 12. **Headings of Subdivisions.** The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

Section 13. **Severability of Provisions.** If any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series A Preferred Shares set forth in the Declaration of Trust and these Articles Supplementary are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series A Preferred Shares set forth in the Declaration of Trust or these Articles Supplementary which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect and no preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series A Preferred Shares herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

Section 14. **No Preemptive Rights.** No holder of Series A Preferred Shares shall be entitled to any preemptive rights to subscribe for or acquire any unissued equity shares of the Trust (whether now or hereafter authorized) or securities of the Trust convertible into or carrying a right to subscribe to or acquire equity shares of the Trust.

SECOND: The Series A Preferred Shares have been classified and designated by the Board of Trustees under the authority contained in Article VI of the Declaration of Trust.

THIRD: These Articles Supplementary have been approved by the Board of Trustees in the manner and by the vote required by law.

FOURTH: These Articles Supplementary shall be effective at the time the Department accepts these Articles Supplementary for record.

FIFTH: The undersigned acknowledges these Articles Supplementary to be the trust act of the Trust and, as to all matters or facts required to be verified under oath, the undersigned acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

[signature page follows]

IN WITNESS WHEREOF, the Trust has caused these Articles Supplementary to be executed in its name and on its behalf by its Chief Executive Officer as of the date first written above.

NATIONAL STORAGE AFFILIATES TRUST

By: /s/ ARLEN D. NORDHAGEN

Name: Arlen D. Nordhagen

Title: Chief Executive Officer

ATTEST:

NATIONAL STORAGE AFFILIATES TRUST

By: /s/ TAMARA D. FISCHER

Name: Tamara D. Fischer

Title: Chief Financial Officer

6.000% Series A Cumulative Redeemable
Preferred Shares of Beneficial Interest, Par Value \$0.01 per share

6.000% Series A Cumulative Redeemable
Preferred Shares of Beneficial Interest, Par Value
\$0.01per share

Number

Shares

FORMED UNDER THE LAWS
OF THE STATE OF MARYLAND

CUSIP 637870 205
SEE REVERSE FOR IMPORTANT NOTICE ON
TRANSFER RESTRICTIONS AND
OTHER INFORMATION

FULLY PAID AND NONASSESSABLE 6.000% SERIES A CUMULATIVE REDEEMABLE PREFERRED SHARES OF
BENEFICIAL INTEREST, \$0.01 PAR VALUE PER SHARE OF

NATIONAL STORAGE AFFILIATES TRUST

(the "Trust") transferable on the books of the Trust by the holder hereof in person or by its duly authorized attorney upon surrender of this certificate duly endorsed or assigned. This certificate and the shares represented hereby are subject to the laws of the State of Maryland, and to the Declaration of Trust and Bylaws of the Trust, as now or hereafter amended. This certificate is not valid until countersigned by the Transfer Agent.

WITNESS the facsimile seal of the Trust and the facsimile signatures of its duly authorized officers.

[SEAL] Dated:

Executive Vice President, Chief Financial
Officer, Treasurer and Secretary

Chief Executive Officer

COUNTERSIGNED AND REGISTERED:
BROADRIDGE CORPORATE ISSUER SOLUTIONS, INC.
TRANSFER AGENT

BY _____
AUTHORIZED SIGNATURE

NATIONAL STORAGE AFFILIATES TRUST

IMPORTANT NOTICE

The Trust will furnish to any shareholder, on request and without charge, a full statement of the information required by Section 8-203(d) of the Corporations and Associations Article of the Annotated Code of Maryland with respect to the designations and any preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, and terms and conditions of redemption of the shares of each class of beneficial interest which the Trust has authority to issue and, if the Trust is authorized to issue any preferred or special class in series, (i) the differences in the relative rights and preferences between the shares of each series to the extent set, and (ii) the authority of the Board of Trustees to set such rights and preferences of subsequent series. The foregoing summary does not purport to be complete and is subject to and qualified in its entirety by reference to the Declaration of Trust of the Trust, a copy of which will be sent without charge to each shareholder who so requests. Such request must be made to the Secretary of the Trust at its principal office or to the Transfer Agent.

The shares evidenced by this certificate are subject to restrictions on Beneficial Ownership and Constructive Ownership and Transfer for the purpose, among others, of the Trust's maintenance of its qualification as a real estate investment trust under the Internal Revenue Code of 1986, as amended (the "Code"). Subject to certain further restrictions and except as expressly provided in the Trust's Declaration of Trust, (i) no Person may Beneficially Own or Constructively Own Common Shares in excess of 9.8 percent (in value or number of shares, whichever is more restrictive) of the outstanding Common Shares unless such Person is exempt from such limitation or is an Excepted Holder (in which case the Excepted Holder Limit shall be applicable); (ii) no Person may Beneficially Own or Constructively Own Preferred Shares of any class or series in excess of 9.8 percent (in value or number of shares, whichever is more restrictive) of the outstanding Preferred Shares of such class or series, unless such Person is exempt from such limitation or is an Excepted Holder (in which case the Excepted Holder Limit shall be applicable); (iii) no Person may Beneficially Own or Constructively Own Equity Shares in excess of 9.8 percent (in value or number of shares, whichever is more restrictive) of the total outstanding Equity Shares, unless such Person is exempt from such limitation or is an Excepted Holder (in which case the Excepted Holder Limit shall be applicable); (iv) no Person may Beneficially Own or Constructively Own Equity Shares that would result in the Trust being "closely held" under Section 856(h) of the Code (without regard to whether the ownership interest is held during the last half of a taxable year) or otherwise cause the Trust to fail to qualify as a REIT; and (v) any Transfer of Equity Shares that, if effective, would result in the Equity Shares being beneficially owned by fewer than 100 persons (as determined under the principles of Section 856(a)(5) of the Code) shall be void *ab initio*, and the intended transferee shall acquire no rights in such Equity Shares. Any Person who Beneficially Owns or Constructively Owns or attempts or intends to Beneficially Own or Constructively Own Equity Shares which causes or may cause a Person to Beneficially Own or Constructively Own Equity Shares in excess or in violation of the above limitations must immediately notify the Trust or, in the case of such a proposed or attempted transaction, give at least 15 days prior written notice. If any of the restrictions on transfer or ownership as set forth in (i), (ii), (iii) or (iv) above are violated, the Equity Shares in excess or in violation of the above limitations will be transferred automatically to a Trustee of a Charitable Trust for the benefit of one or more Charitable Beneficiaries. Furthermore, upon the occurrence of certain events, attempted Transfers in violation of the restrictions described above may be void *ab initio*. All capitalized terms in this legend have the meanings defined in the Trust's Declaration of Trust, as the same may be amended from time to time, a copy of which, including the restrictions on transfer and ownership, will be furnished to each holder of Equity Shares on request and without charge. Requests for such a copy may be directed to the Secretary of the Trust at its principal office or to the Transfer Agent.

KEEP THIS CERTIFICATE IN A SAFE PLACE. IF IT IS LOST, STOLEN
OR DESTROYED, THE TRUST WILL REQUIRE A BOND OF INDEMNITY AS A
CONDITION TO THE ISSUANCE OF A REPLACEMENT CERTIFICATE.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM- as tenants in common

TEN ENT- as tenants by the entirety

JT TEN- as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT- _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors
Act _____
(State)

Additional abbreviations may also be used though not in the above list.

For Value Received, _____ hereby sell, assign and transfer unto

(PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE)

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

_____ 6.000% Series A Cumulative Redeemable Preferred Shares of Beneficial Interest represented by the within Certificate, and do hereby irrevocably constitute and appoint _____ Attorney to transfer the said 6.000% Series A Cumulative Redeemable Preferred Shares of Beneficial Interest on the books of the within named Trust with full power of substitution in the premises.

Dated _____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

THE SIGNATURE TO THE ASSIGNMENT MUST CORRESPOND TO THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER, AND MUST BE GUARANTEED BY A COMMERCIAL BANK OR TRUST COMPANY OR A MEMBER FIRM OF A NATIONAL OR REGIONAL OR OTHER RECOGNIZED STOCK EXCHANGE IN CONFORMANCE WITH A SIGNATURE GUARANTEE MEDALLION PROGRAM.