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**ARRANGEMENT AGREEMENT**  
**DATED AS OF JANUARY 8, 2018**  
**BY AND AMONG**  
**PURE INDUSTRIAL REAL ESTATE TRUST**  
**PIRET HOLDINGS (CANADA) LTD.**  
**AND**  
**BPP PRISTINE HOLDINGS ULC**

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## ARRANGEMENT AGREEMENT

**THIS ARRANGEMENT AGREEMENT** (this “Agreement”), dated as of January 8, 2018, is by and among Pure Industrial Real Estate Trust, an unincorporated, open-ended real estate investment trust governed by the laws of British Columbia (the “REIT”), PIRET Holdings (Canada) Ltd., a corporation existing under the laws of the Province of British Columbia (“CanCo SPV”), and BPP Pristine Holdings ULC, an unlimited liability company organized under the Laws of the Province of British Columbia (the “Purchaser”).

### WITNESSETH:

**WHEREAS**, the Purchaser proposes to acquire all of the issued and outstanding units of the REIT and that all the other equity interests of the REIT be cancelled, in each case by way of a plan of arrangement under the provisions of the *Business Corporations Act* (British Columbia) (the “BCBCA”);

**WHEREAS**, the REIT Board (as hereinafter defined) has unanimously determined, based upon, among other things, the recommendation of a special committee of the REIT Board and consultation with its financial advisors, that (i) the consideration to be received by the holders of REIT Units (as hereinafter defined) pursuant to the Arrangement (as hereinafter defined) is fair, from a financial point of view, to the REIT Unitholders and (ii) it is in the best interests of the REIT to enter into this Agreement and for the REIT Board to recommend that the REIT Unitholders vote in favour of the Arrangement Resolution (as hereinafter defined), all on the terms and subject to the conditions contained herein; and

**WHEREAS**, as an inducement to the REIT and CanCo SPV entering into this Agreement, Blackstone Property Partners Lower Fund 2 L.P. (the “Guarantor”) is entering into a guaranty with the REIT (the “Guaranty”), pursuant to which the Guarantor is guaranteeing certain obligations of the Purchaser under this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

### ARTICLE I. THE ARRANGEMENT

#### Section 1.1 Arrangement

The REIT and the Purchaser agree that the Arrangement will be implemented in accordance with the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.

#### Section 1.2 Interim Order

As promptly as reasonably practicable following the execution of this Agreement so as to permit the Unitholder Meeting to be held within the time set forth in Section 1.3(a), the REIT and CanCo SPV shall apply to the Court in a manner acceptable to the Purchaser, acting reasonably,

pursuant to section 291 of the BCBCA and prepare, file and diligently pursue an application to the Court for the Interim Order, which shall provide, among other things:

(a) for the classes of Persons to whom notice is to be provided in respect of the Arrangement and the Unitholder Meeting and for the manner in which such notice is to be provided;

(b) that the requisite approval for the Arrangement Resolution shall be: 66 $\frac{2}{3}$ % of the votes cast on the Arrangement Resolution by the REIT Unitholders present in person or represented by proxy at the Unitholder Meeting;

(c) that the Unitholder Meeting may be adjourned or postponed from time to time by the REIT Board subject to the terms of this Agreement without the need for additional approval of the Court;

(d) that the record date for REIT Unitholders entitled to notice of and to vote at the Unitholder Meeting will not change in respect of any adjournment(s) or postponement(s) of the Unitholder Meeting;

(e) that, in all other respects, other than as ordered by the Court, the terms, conditions and restrictions of the Declaration of Trust, including quorum requirements and other matters, shall apply in respect of the Unitholder Meeting;

(f) for the grant of the Dissent Rights to registered holders of the REIT Units as set forth in the Plan of Arrangement;

(g) for the notice requirements with respect to the presentation of the application to the Court for the Final Order; and

(h) for such other matters as the Purchaser or the REIT may reasonably require, subject to obtaining the prior consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed.

### Section 1.3 Unitholder Meeting

Subject to the terms of this Agreement and (except in respect of Section 1.3(b)) receipt of the Interim Order, the REIT shall:

(a) convene and conduct the Unitholder Meeting in accordance with the Declaration of Trust, the Interim Order and applicable Laws, as promptly as reasonably practicable, and in any event on or before March 29, 2018 (or such other date to which the Unitholder Meeting is postponed or adjourned in accordance with this Agreement);

(b) in consultation with the Purchaser, fix and publish a record date for the purposes of determining the REIT Unitholders entitled to receive notice of and vote at the Unitholder Meeting and promptly give notice to the Purchaser of the Unitholder Meeting;

(c) allow the Purchaser's representatives and legal counsel to attend the Unitholder Meeting;

(d) not adjourn, postpone or cancel (or propose or permit the adjournment, postponement or cancellation of) the Unitholder Meeting without the Purchaser's prior written consent, except: (i) as required for quorum purposes (in which case the meeting shall be adjourned and not cancelled), by Law or by a Governmental Entity or by valid REIT Unitholder action (which action is not solicited or proposed by the REIT or the REIT Board and subject to compliance by the REIT with Section 4.3(b)); (ii) for postponements or adjournments of not more than 10 Business Days on each occasion for the purposes of soliciting proxies if reasonably necessary to obtain the REIT Unitholder Approval (it being understood that the REIT may not postpone or adjourn the Unitholder Meeting more than two times pursuant to this clause (ii) without Purchaser's prior written consent, not to be unreasonably withheld, conditioned or delayed); or (iii) as otherwise expressly permitted under this Agreement; provided, however, that, with respect to clauses (ii) and (iii), without the prior written consent of the Purchaser, in no event shall the Unitholder Meeting be held on a date that is more than 30 days after the date for which the Unitholder Meeting was originally scheduled;

(e) unless the REIT Board has made an Adverse Recommendation Change in accordance with the applicable provisions of this Agreement, solicit proxies in favour of the Arrangement Resolution and against any resolution submitted by any Person that is inconsistent with the Arrangement Resolution or the completion of any of the transactions contemplated by this Agreement, including, if so requested by the Purchaser and at the expense of the Purchaser, using the services of dealers and proxy solicitation firms to solicit proxies in favour of the approval of the Arrangement Resolution and cooperating with any Person engaged by the Purchaser to solicit proxies in favour of the Arrangement Resolution and take all other actions necessary or desirable to obtain the REIT Unitholder Approval;

(f) unless this Agreement is terminated in accordance with Article VI, the REIT shall not submit to the vote of the REIT Unitholders any Acquisition Proposal;

(g) provide the Purchaser with copies of or access to information regarding the Unitholder Meeting generated by any dealer or proxy solicitation services firm engaged by the REIT, as requested from time to time by the Purchaser;

(h) promptly advise the Purchaser as frequently as the Purchaser may reasonably request, and at least on a daily basis on each of the last 10 Business Days prior to the date of the Unitholder Meeting, as to the aggregate tally of the proxies received by the REIT in respect of the Arrangement Resolution;

(i) promptly advise the Purchaser of any written communication from any REIT Unitholder in opposition to the Arrangement, written notice of dissent or purported exercise by any REIT Unitholder of Dissent Rights received by the REIT in relation to the Arrangement and any withdrawal of Dissent Rights received by the REIT and any written communications sent by or on behalf of the REIT to any REIT Unitholder exercising or purporting to exercise Dissent Rights in relation to the Arrangement;

(j) not make any payment or settlement offer, or agree to any payment or settlement prior to the Closing with respect to Dissent Rights without the prior written consent of the Purchaser;

(k) not change the record date for the REIT Unitholders entitled to vote at the Unitholder Meeting in connection with any adjournment or postponement of the Unitholder Meeting unless required by Law; and

(l) at the reasonable request of the Purchaser from time to time, promptly provide the Purchaser with a list (in electronic form) of: (i) the registered REIT Unitholders, together with their addresses and respective holdings of the REIT Units; (ii) the names and addresses (to the extent in the REIT's possession or otherwise reasonably obtainable by the REIT) and holdings of all Persons having rights issued by the REIT to acquire the REIT Units (including the holders of Restricted Units, Deferred Units and Unit Options); and (iii) participants in book-based systems and non-objecting beneficial owners of the REIT Units, together with their addresses and respective holdings of the REIT Units. The REIT shall from time to time require that its registrar and transfer agent furnish the Purchaser with such additional information, including updated or additional lists of the REIT Unitholders and lists of holdings and other assistance as the Purchaser may reasonably request.

#### Section 1.4 The REIT Circular

(a) The REIT shall (i) as promptly as reasonably practicable following execution of this Agreement, prepare the REIT Circular together with any other documents required by applicable Laws in connection with the Unitholder Meeting; and (ii) as promptly as reasonably practicable after obtaining the Interim Order, file the REIT Circular in all jurisdictions where the same is required to be filed and mail the REIT Circular to each REIT Unitholder and any other Person as required under applicable Laws and by the Interim Order, in each case so as to permit the Unitholder Meeting to be held by the date specified in Section 1.3(a).

(b) On the date of mailing thereof, the REIT shall ensure that the REIT Circular complies in all material respects with all applicable Laws and the Interim Order and shall contain sufficient detail to permit the REIT Unitholders to form a reasoned judgment concerning the matters to be placed before them at the Unitholder Meeting, and, without limiting the generality of the foregoing, shall ensure that the REIT Circular will not contain any Misrepresentation (except that the REIT shall not be responsible for any information included in the REIT Circular relating to the Purchaser and its affiliates that was provided by the Purchaser expressly for inclusion in the REIT Circular pursuant to Section 1.4(d)).

(c) The REIT Circular shall: (i) include a copy and a summary of the Fairness Opinions; (ii) state that the REIT Board has received the Fairness Opinions, and has unanimously determined, after receiving legal and financial advice, that the Arrangement is fair, from a financial point of view, to the REIT Unitholders and that the Arrangement and entry into this Agreement are in the best interests of the REIT; and (iii) contain the unanimous recommendation of the REIT Board to the REIT Unitholders that they vote in favour of the Arrangement Resolution (the "REIT Board Recommendation").



(d) The Purchaser shall provide the REIT with all information regarding the Purchaser and its affiliates as required by applicable Laws for inclusion in the REIT Circular or in any amendments or supplements to the REIT Circular to the extent reasonably requested by the REIT. The Purchaser shall ensure that such information does not include any Misrepresentation concerning the Purchaser or its affiliates. The REIT shall use its commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial or other expert information required to be included in the REIT Circular and to the identification in the REIT Circular of each such advisor.

(e) The Purchaser and its legal counsel shall be given a reasonable opportunity to review and comment on drafts of the REIT Circular and related documents prior to the REIT Circular being printed and filed with any Governmental Entity, and reasonable consideration shall be given to any comments made by the Purchaser and its legal counsel, provided that all information relating solely to the Purchaser and its affiliates included in the REIT Circular shall be in form and content approved in writing by the Purchaser, acting reasonably. The REIT shall provide the Purchaser with final copies of the REIT Circular prior to mailing to the REIT Unitholders.

(f) The REIT and the Purchaser shall each promptly notify the other if at any time before the Effective Date either becomes aware that the REIT Circular contains a Misrepresentation, or otherwise requires pursuant to applicable Law an amendment or supplement, and the Parties shall co-operate in the preparation of any amendment or supplement to the REIT Circular as required or appropriate, and the REIT shall promptly mail or otherwise publicly disseminate any amendment or supplement to the REIT Circular to the REIT Unitholders and, if required by the Court or applicable Laws, file the same with any Governmental Entity and as otherwise required pursuant to applicable Law, and the REIT will provide the Purchaser and its legal counsel a reasonable opportunity to review and comment thereon prior to any filing or dissemination and shall give reasonable consideration to any comments made by the Purchaser and its legal counsel. The REIT shall provide the Purchaser with final copies of any such amendments prior to the filing or dissemination thereof.

#### Section 1.5 Final Order

If: (a) the Interim Order is obtained; and (b) the Arrangement Resolution is passed at the Unitholder Meeting by the REIT Unitholders as provided for in the Interim Order and as required by applicable Law, subject to the terms of this Agreement, the REIT shall take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to section 291 of the BCBCA as promptly as reasonably practicable, but in any event not later than five Business Days after the REIT Unitholder Approval is obtained.

#### Section 1.6 Court Proceedings

Subject to the terms of this Agreement, the Purchaser shall reasonably cooperate with and assist the REIT in seeking the Interim Order and the Final Order, including by providing to the REIT, on a timely basis, any information reasonably required to be supplied by the Purchaser in connection therewith. The REIT shall provide the Purchaser's legal counsel with reasonable

opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, and will give reasonable consideration to all such comments. Subject to applicable Law, the REIT shall not file any material with the Court in connection with the Arrangement or serve any such material, and shall not agree to modify or amend materials so filed or served, except as contemplated by this Section 1.6 or with the Purchaser's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed; provided that, nothing herein shall require the Purchaser to agree or consent to any increase in or variation in the form of Consideration or other modification or amendment to such filed or served materials that expands or increases the Purchaser's obligations, or diminishes or limits the Purchaser's rights, set forth in any such filed or served materials or under this Agreement or the Arrangement. The REIT shall also provide to the Purchaser's legal counsel on a timely basis, copies of any notice of appearance, evidence or other Court documents served on the REIT in respect of the application for the Interim Order or the Final Order or any appeal therefrom and of any notice, whether written or oral, received by the REIT indicating any intention to oppose the granting of the Interim Order or the Final Order or to appeal the Interim Order or the Final Order. The REIT shall ensure that all materials filed with the Court in connection with the Arrangement are consistent in all material respects with the terms of this Agreement and the Plan of Arrangement. In addition, the REIT shall not object to the Purchaser's legal counsel making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate; provided that the REIT is advised of the nature of any submissions with reasonably sufficient time prior to the hearing and agrees with them, acting reasonably, and such submissions are consistent in all material respects with this Agreement and the Plan of Arrangement. The REIT shall also oppose any proposal from any Party that the Final Order contain any provision inconsistent with this Agreement, and, if at any time after the issuance of the Final Order and prior to the Effective Date, the REIT is required by the terms of the Final Order or by Law to return to Court with respect to the Final Order, it shall do so after notice to, and in reasonable consultation and reasonable cooperation with, the Purchaser.

#### Section 1.7 Arrangement and Effective Date

(a) Subject to Section 1.7(c), the Arrangement shall become effective commencing at the Effective Time, and the Closing shall occur, on the fifth Business Day following the satisfaction or waiver of the conditions precedent in Article V (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction, or where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date), or on such other date as may be agreed to by the parties in writing (the "Effective Date"). On the Effective Date and subject to the satisfaction or waiver of the conditions precedent in Article V (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction, or where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date), each of the Purchaser and the REIT shall execute and deliver such closing documents and instruments and the transactions comprising the Arrangement shall occur and shall be deemed to have occurred in the order set out therein without any further act or formality.

(b) The Closing will take place at the offices of Osler, Hoskin & Harcourt LLP, 1 First Canadian Place, 63<sup>rd</sup> Floor, Toronto, Ontario M5X 1B8 at 10:00 a.m. (Eastern time) on the Effective Date.

(c) Notwithstanding the provisions of Section 1.7(a), (i) the Purchaser may elect to delay the Effective Date by giving written notice to the REIT at least three Business Days immediately preceding the date that, but for this Section 1.7(c), would have been the Effective Date pursuant to Section 1.7(a) (such date contemplated by Section 1.7(a), the “Original Effective Date”), and (ii) if the Purchaser has made the election as described in clause (i), the Purchaser shall, upon at least three Business Days’ prior written notice to the REIT, designate the Effective Date to occur on a Business Day occurring on or prior to the earlier of (x) the sixtieth day following the Original Effective Date and (y) the third Business Day prior to the Outside Date; provided that, if, on the date chosen by Purchaser pursuant to this Section 1.7(c), the conditions precedent in Article V are not satisfied or waived (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction, or where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date), then the Arrangement shall become effective commencing at the Effective Time on the fifth Business Day following the satisfaction or waiver of the conditions precedent in Article V (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction, or where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date) or on such other date as may be agreed to by the Parties in writing. In the event that the Purchaser elects to delay the Effective Date pursuant to this Section 1.7(c), all references herein to the “Effective Date” shall be deemed to refer to the date on which the Effective Date occurs pursuant to this Section 1.7(c).

#### Section 1.8 Payment of Consideration

The Purchaser will, following receipt by the REIT of the Final Order and at or prior to the Closing, deposit in escrow with the Depositary (the terms and conditions of such escrow to be satisfactory to the Parties, acting reasonably) sufficient funds to satisfy the aggregate Consideration payable to the REIT Unitholders pursuant to the Plan of Arrangement.

#### Section 1.9 Withholding Taxes

The Purchaser, the REIT and the Depositary, as applicable, shall be entitled to deduct and withhold, or to direct any Person to deduct and withhold on their behalf, from any consideration or other amounts otherwise payable or otherwise deliverable to the REIT Unitholders (including in their capacity as former holders of Restricted Units, Deferred Units and Unit Options) or any other Person under the Plan of Arrangement or this Agreement such amounts as the Purchaser, the REIT or the Depositary, as applicable, reasonably determines are required to be deducted or withheld from such consideration or other amount payable under any provision of any Law in respect of Taxes. Any such amounts will be deducted and withheld from the consideration or such other amount payable pursuant to the Plan of Arrangement or this Agreement, timely remitted to the relevant Governmental Entity, and treated for all purposes under this Agreement as having been paid to the REIT Unitholders (including in their capacity as former holders of

Restricted Units, Deferred Units and Unit Options) or any other Person in respect of which such deduction, withholding and remittance was made.

#### Section 1.10 Adjustments to Consideration

If, after the date hereof, the REIT sets a record date, or otherwise declares a distribution, other than a Permitted Distribution paid in accordance with Section 4.10, then: (a) to the extent that the amount of such distributions per REIT Unit does not exceed the Consideration, the Consideration shall be reduced by the per REIT Unit amount of such distributions and (b) to the extent that the amount of such distributions per REIT Unit exceeds the Consideration, the Consideration shall be reduced to zero and such excess distribution amount shall be placed in escrow for the account of the Purchaser. In the event that, subsequent to the date of this Agreement but prior to the Effective Date, the REIT Units issued and outstanding shall, through a reorganization, recapitalization, reclassification, distribution, unit split, reverse unit split or other similar change in the capitalization of the REIT, increase or decrease in number or be changed into or exchanged for a different kind or number of securities, then an appropriate and proportionate adjustment shall be made to the Consideration to provide the REIT Unitholders the same economic effect as contemplated by this Agreement prior to such event; provided, however, that nothing set forth in this Section 1.10 shall be construed to supersede or in any way limit the prohibitions set forth in Section 4.1 hereof.

#### Section 1.11 Rights Plan

The REIT and the REIT Board shall take all action necessary, immediately prior to the Effective Time, to waive or otherwise render inapplicable the application of the Rights Plan to the Arrangement and to ensure that the Rights Plan does not interfere with or impede the success of the Arrangement.

## ARTICLE II.

### REPRESENTATIONS AND WARRANTIES OF THE REIT

Except (a) as disclosed in the REIT Public Disclosure (other than disclosures in the “Risk Factors” sections of any such filings and any disclosure of risks or other matters included in any “forward-looking statements” disclaimer or other statements that are cautionary, predictive or forward-looking in nature), or (b) as disclosed in the separate disclosure letter which has been delivered by the REIT to the Purchaser in connection with the execution and delivery of this Agreement, including the documents attached to or incorporated by reference in such disclosure letter (the “REIT Disclosure Letter”) (it being agreed that disclosure of any item in any section or subsection of the REIT Disclosure Letter shall also be deemed to be disclosed with respect to any other section or subsection in this Agreement to which the relevance of such item is reasonably apparent on the face of such disclosure), the REIT hereby represents and warrants to the Purchaser as follows:

#### Section 2.1 Organization and Qualification; Subsidiaries.

(a) The REIT is an unincorporated, open-ended real estate investment trust established, validly existing and in good standing under the Laws of the Province of British

Columbia. Each REIT Subsidiary is a corporation or other legal entity duly incorporated or organized, validly existing and in good standing, as applicable, under the Laws of the jurisdiction of its incorporation or organization, except where the failure to be so would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect. The REIT and each REIT Subsidiary has the requisite corporate or other legal entity, as the case may be, power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted, except where the failure to have such power and authority would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect. The REIT and each REIT Subsidiary is duly qualified to do business and is in good standing in each jurisdiction where the ownership, leasing or operation of its properties or assets or the conduct of its business requires such qualification, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect.

(b) The REIT has made available to the Purchaser a true and complete copy of its declaration of trust, as in effect on the date hereof and together with all amendments thereto (the “Declaration of Trust”). The Declaration of Trust is in full force and effect, and the REIT is not in violation of any of the provisions of the Declaration of Trust.

(c) Section 2.1(c) of the REIT Disclosure Letter sets forth a complete list of each REIT Subsidiary, together with its jurisdiction of organization or incorporation. Each REIT Subsidiary is directly or indirectly wholly-owned by the REIT.

(d) Section 2.1(d) of the REIT Disclosure Letter sets forth a complete list of Persons, other than the REIT Subsidiaries, in which the REIT or any REIT Subsidiary has an equity interest as of the date of this Agreement recorded on the REIT’s most recent balance sheet in an amount in excess of \$1,000,000 (a “JV Entity”), together with the REIT’s or applicable REIT Subsidiary’s ownership interests and stated percentage interests in each such entity.

## Section 2.2 Capitalization.

(a) The REIT is authorized to issue an unlimited number of Class A Units and an unlimited number of Class B Units (collectively, “REIT Units”). As of the date hereof, 305,880,218 Class A Units were issued and outstanding, all of which were duly authorized, validly issued, fully paid and nonassessable, and free of preemptive rights. As of the date hereof, no Class B Units are issued and outstanding.

(b) As of the date hereof, the REIT had no REIT Units reserved and allotted for issuance, except for REIT Units reserved and allotted for issuance upon the exercise of Unit Options and Restricted Units issued and outstanding as of such date as set forth in Section 2.2(c) of the REIT Disclosure Letter.

(c) Section 2.2(c) of the REIT Disclosure Letter sets forth the following information with respect to each Deferred Unit, Restricted Unit and Unit Option outstanding as of the date hereof: (i) the name of the holder of such Deferred Unit, Restricted Unit or Unit Option; (ii) the number of REIT Units subject to such Deferred Unit, Restricted

Unit or Unit Option; (iii) the date on which such Deferred Unit, Restricted Unit or Unit Option was granted; (iv) the extent to which such Deferred Unit, Restricted Unit or Unit Option is vested and/or non-forfeitable, as of the date hereof, and the times and extent to which such Deferred Unit or Restricted Unit (in each case, in accordance with the applicable performance factors set out in Section 2.2(c) of the REIT Disclosure Letter) or Unit Option is scheduled to become vested and/or non-forfeitable thereafter; and (v), in respect of each Unit Option, the purchase price payable therefor upon the exercise of such Unit Option. All REIT Units to be issued pursuant to any Deferred Unit, Restricted Unit or Unit Option shall be, when issued, duly authorized, validly issued, fully paid and nonassessable, and free of preemptive rights.

(d) As of the date hereof, except as provided in Section 2.2(a) or (b) and except as set forth in Section 2.2(c) of the REIT Disclosure Letter, there are no (i) outstanding securities of the REIT or any REIT Subsidiary convertible into or exchangeable for one or more units, shares, or other equity or voting interests in, the REIT or any REIT Subsidiary, (ii) options, warrants or other rights or securities issued or granted by the REIT or any REIT Subsidiary relating to or based on the value of the equity securities of the REIT or any REIT Subsidiary, (iii) outstanding restricted shares or units, restricted share units, share or unit appreciation rights, performance shares or units, performance units, deferred units, contingent value rights, “phantom” shares or units or similar rights issued or granted by the REIT or any REIT Subsidiary that are linked to the value of the Class A Units of the REIT or (iv) Contracts that are binding on the REIT or any REIT Subsidiary that obligate the REIT or any REIT Subsidiary to issue, acquire or sell, redeem, exchange or convert any of the foregoing in clauses (i)-(iii). There are no outstanding bonds, debentures, notes or other Indebtedness of the REIT or any of the REIT Subsidiaries having the right to vote on any matters on which holders of shares, units or other equity interests of the REIT or any of the REIT Subsidiaries may vote. None of the REIT Subsidiaries owns any REIT Units.

(e) The REIT or another REIT Subsidiary owns, directly or indirectly, all of the issued and outstanding units, shares or other equity securities of each of the REIT Subsidiaries, free and clear of any Liens other than transfer and other restrictions under applicable Securities Laws and restrictions in the organizational documents of the REIT or any REIT Subsidiary, and all of such outstanding units, shares or other equity securities have been duly authorized and validly issued and are fully paid, nonassessable and not issued in violation of any preemptive rights. Except for equity securities and other investments (including loans) in wholly-owned Subsidiaries of the REIT, neither the REIT nor any REIT Subsidiary has any obligation to acquire any equity interest in another Person, or to make any investment (in each case, in the form of a loan, capital contribution or similar transaction) in, any REIT Subsidiary or any other Person.

(f) Except for transfer restrictions in the organizational documents of the REIT or any REIT Subsidiary, neither the REIT nor any of the REIT Subsidiaries is a party to any Contract with respect to the voting of, that restricts the transfer of or that provides registration rights in respect of, any units, shares or other voting securities or equity interests of the REIT or any of the REIT Subsidiaries.

(g) As of the date of this Agreement, there is no outstanding Indebtedness for borrowed money of the REIT and REIT Subsidiaries in excess of \$5,000,000

in principal amount in the aggregate, other than Indebtedness in the principal amounts identified by instrument in Section 2.2(g) of the REIT Disclosure Letter.

(h) Neither the “Separation Time”, a “Flip-in Event” nor a “Unit Acquisition Date” (as such terms are defined in the Rights Plan) nor any event or occurrence described in Article 3 of the Rights Plan (i) has occurred, nor (ii) will occur or be deemed to have occurred, in each case, as a result of the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby, including the Arrangement.

### Section 2.3 Authority.

(a) Each of the REIT and CanCo SPV has the requisite power and authority to execute and deliver this Agreement and, subject to the receipt of the REIT Unitholder Approval, to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by the REIT and CanCo SPV and the consummation by the REIT and CanCo SPV of the transactions contemplated hereby have been duly authorized by all necessary trust proceedings on the part of the REIT’s board of trustees (the “REIT Board”) and the board of directors of CanCo SPV and, other than the approval of the REIT Board of the Circular, approval by the REIT Unitholders of the Arrangement in the manner required by the Interim Order and Law and approval by the Court, the execution, delivery and performance by the REIT and CanCo SPV of this Agreement and their consummation of the transactions contemplated hereby have been duly authorized by all necessary trust proceedings on the part of the REIT and all necessary corporate proceedings on the part of CanCo SPV. This Agreement has been duly executed and delivered by the REIT and CanCo SPV and (assuming the due authorization, execution and delivery of this Agreement by the Purchaser) constitutes the valid and binding obligation of the REIT and CanCo SPV enforceable against each of the REIT and CanCo SPV in accordance with its terms, except as such enforceability (i) may be limited by applicable bankruptcy, insolvency, liquidation, reorganization or other similar Laws of general application, now or hereafter in effect, affecting or relating to the enforcement of creditors’ rights generally and (ii) is subject to general principles of equity, whether considered in a proceeding at law or in equity (clauses (i) and (ii) collectively, the “Bankruptcy and Equity Exception”).

(b) As of the date of this Agreement: (i) the REIT Board has (A) determined that the Arrangement is in the best interests of the REIT and fair to the REIT Unitholders, (B) resolved to unanimously recommend that the REIT Unitholders vote in favour of the Arrangement Resolution, and (C) authorized the entering into of this Agreement and the performance by the REIT of its obligations under this Agreement; and (ii) no action has been taken to amend or supersede such determinations, resolutions or authorizations. Each of the trustees and senior officers of the REIT has advised the REIT that they intend to vote or cause to be voted all REIT Units beneficially held by them in favour of the Arrangement Resolution and the REIT shall make a statement to that effect in the Circular.

#### Section 2.4 No Conflict; Required Filings and Consents.

(a) None of the execution, delivery or performance of this Agreement by the REIT or CanCo SPV or the consummation by the REIT or CanCo SPV of the transactions contemplated by this Agreement will: (i) subject to obtaining the REIT Unitholder Approval, conflict with or violate any provision of the Declaration of Trust; (ii) (A) conflict with or violate any provision of the organizational documents of any REIT Subsidiary or (B) assuming that all consents, approvals and authorizations described in Section 2.4(b) have been obtained and all filings and notifications described in Section 2.4(b) have been made and any waiting periods thereunder have terminated or expired, conflict with or violate any Law applicable to the REIT or any REIT Subsidiary, or any of their respective properties or assets; or (iii) with or without notice or lapse of time, or both, require any consent, notice or approval under, violate, conflict with, result in any breach of, or constitute a default under, or result in termination or give to others any right of termination, vesting, amendment, acceleration, notification, cancellation, purchase or sale under or result in the triggering of any payment or creation of a Lien (other than a Permitted Lien) upon any of the respective properties or assets (including rights) of the REIT or any REIT Subsidiary pursuant to any Contract to which the REIT or any REIT Subsidiary is a party (or by which any of their respective properties or assets (including rights) are bound) or any REIT Permit, except, with respect to clauses (ii) and (iii), (x) as set forth in Section 2.4(a) of the REIT Disclosure Letter, or (y) as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect.

(b) None of the execution, delivery or performance of this Agreement by the REIT or CanCo SPV or the consummation by the REIT of the Arrangement will require (with or without notice or lapse of time, or both) any consent, approval, authorization or permit of, or filing or registration with or notification to, any Governmental Entity with respect to the REIT or any REIT Subsidiary or any of their respective properties or assets, other than (i) the Interim Order and any approval required by the Interim Order, (ii) the Final Order, (iii) filings under the BCBCA, (iv) the Competition Act Approval and Investment Canada Act Approval, (v) compliance with Securities Laws and stock exchange rules and policies, and (vi) any actions or filings the absence of which would not reasonably be expected to have, individually or in the aggregate, a REIT Material Adverse Effect.

#### Section 2.5 Securities Law Matters

(a) The REIT is a “reporting issuer” under Securities Laws in each of the provinces and territories of Canada. The REIT Units are listed and posted for trading on the TSX. The REIT is not on a list of reporting issuers in default under the Securities Laws of any Canadian province or territory and is not in material default under the applicable listing rules and regulations of the TSX.

(b) As of the date of this Agreement, the REIT has not taken any action to cease to be a reporting issuer in any Canadian province nor has the REIT received notification from any Securities Authority seeking to revoke the reporting issuer status of the REIT.



(c) The REIT has timely filed the REIT Filings and has complied in all material respects with all applicable requirements of the Securities Laws, as in effect on the date each such document was filed. Each of the REIT Filings did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any Misrepresentation. The REIT has not filed any confidential material change report (which at the date of this Agreement remains confidential) with a Securities Authority. The REIT has made available to the Purchaser all comment letters and all material correspondence between a Securities Authority, on the one hand, and the REIT or any REIT Subsidiary, on the other hand, since January 1, 2015. As of the date hereof, there are no material outstanding or unresolved comments received from a Securities Authority with respect to any REIT Filings and, as of the date hereof, to the REIT's knowledge, none of the REIT Filings is the subject of an ongoing review by a Securities Authority.

(d) No class of the REIT's or any REIT Subsidiary's securities is registered, or is required to be registered, under Section 12 of the *U.S. Securities Exchange Act of 1934*, as amended (the "Exchange Act"), or is subject to the reporting requirements under Sections 13 or 15(d) of the Exchange Act. No REIT Subsidiary is required to file any form or report with any Securities Authority.

(e) The REIT is not an "investment company" registered or required to be registered under the *U.S. Investment Company Act of 1940*, as amended.

(f) The REIT is a "foreign private issuer" (as such term is defined in Rule 3b-4 under the *U.S. Securities Exchange Act of 1934*, as amended).

Section 2.6 Financial Statements. The audited consolidated financial statements and unaudited consolidated interim financial statements of the REIT (including, in each case, any notes and schedules thereto) and the consolidated REIT Subsidiaries included in or incorporated by reference into the REIT Filings (collectively, the "REIT Financial Statements") (i) were prepared in accordance with IFRS (as in effect in Canada on the date of such REIT Financial Statement) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of unaudited financial statements, as permitted by Securities Laws) and (ii) present fairly, in all material respects, the financial position of the REIT and the consolidated REIT Subsidiaries and the results of their operations and their cash flows as of the dates and for the periods referred to therein (except as may be indicated in the notes thereto or, in the case of interim financial statements, for normal year-end adjustments).

(b) The REIT has established and maintains a system of disclosure controls and procedures and internal control over financial reporting, and has: (i) designed such disclosure controls and procedures, or caused them to be designed under management's supervision, to provide reasonable assurance that material information relating to each of the REIT and the REIT Subsidiaries is made known to management by others, particularly during the period in which the financial statements are being prepared and to ensure that material information required to be disclosed by the REIT in REIT Filings is recorded, processed, summarized and reported within the time periods specified under Securities Laws; and (ii) designed such internal control over financial reporting, or caused it to be designed under management's supervision, to provide reasonable assurance regarding the reliability of financial

reporting and the preparation of financial statements for external purposes in accordance with IFRS.

Section 2.7 Absence of Certain Changes. Except as otherwise contemplated by this Agreement, since December 31, 2016 through the date hereof, (a) the REIT and each of the REIT Subsidiaries have conducted in all material respects their respective businesses in the ordinary course of business consistent with past practice, (b) there have not been any changes, events, state of facts or developments, that, individually or in the aggregate, have had or would reasonably be expected to have a REIT Material Adverse Effect, and (c) except for regular monthly cash distributions on REIT Units, there has not been any declaration, setting aside for payment or payment of any distribution (whether in cash, units or property) with respect to any REIT Units.

Section 2.8 Undisclosed Liabilities. Neither the REIT nor any of the REIT Subsidiaries has, or is subject to, any liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) of a type required by IFRS as in effect on the date hereof to be set forth on a consolidated balance sheet of the REIT and the REIT Subsidiaries or in the notes thereto, other than liabilities and obligations: (a) disclosed, reflected, reserved against or provided for in the consolidated balance sheet of the REIT as of September 30, 2017 or in the notes thereto, (b) incurred in the ordinary course of business consistent with past practice in all material respects since September 30, 2017, (c) incurred or permitted to be incurred under this Agreement or incurred in connection with the transactions contemplated hereby, or (d) that otherwise would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect.

Section 2.9 Permits; Compliance with Laws.

(a) The REIT and each REIT Subsidiary is in possession of all franchises, authorizations, licenses, permits, certificates, variances, exemptions, approvals and orders of any Governmental Entity (each, a “Permit”) necessary for the REIT and each REIT Subsidiary to own, lease and operate its properties and assets, and to carry on and operate its businesses as currently conducted as of the date hereof (the “REIT Permits”), and all such REIT Permits are in full force and effect, in each case except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect. No suspension or cancellation of any REIT Permits is pending or, to the knowledge of the REIT, threatened in writing and no such suspension or cancellation will result from the transactions contemplated by this Agreement, in each case except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect.

(b) The REIT and each of the REIT Subsidiaries is in compliance with all Laws applicable to the REIT, the REIT Subsidiaries and their respective businesses and properties or assets, in each case except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect. Except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, no investigation, review or proceeding by any Governmental Entity with respect to the REIT or any of the REIT Subsidiaries or their operations is pending or, to the REIT’s

knowledge, threatened in writing, and, to the REIT's knowledge, no Governmental Entity has indicated an intention to conduct the same.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, neither the REIT nor any of the REIT Subsidiaries, nor, to the REIT's knowledge, any director, trustee, officer or employee of the REIT or any of the REIT Subsidiaries, has (i) knowingly used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) unlawfully offered or provided, directly or indirectly, anything of value to (or received anything of value from) any foreign or domestic government employee or official or any other Person, or (iii) taken any action, directly or indirectly, that would constitute a violation in any material respect by such Persons of the *Foreign Corrupt Practices Act of 1977* (United States) and the *Corruption of Foreign Public Officials Act* (Canada), in each case, as amended and including the rules and regulations thereunder.

Section 2.10 Litigation. Except as set forth in Section 2.10 of the REIT Disclosure Letter and except for unitholder or derivative litigation that may be brought relating to this Agreement or the transactions contemplated hereby or events leading up to this Agreement, there is no suit, claim, action, arbitration, investigation or proceeding which is against the REIT or any REIT Subsidiary (or any of their properties or assets) pending or, to the knowledge of the REIT, threatened in writing that, individually or in the aggregate, would reasonably be expected to have a REIT Material Adverse Effect. Neither the REIT nor any REIT Subsidiary is subject to any outstanding order, writ, injunction, judgment or decree of any Governmental Entity or arbitrator unrelated to this Agreement that, individually or in the aggregate, would reasonably be expected to have a REIT Material Adverse Effect. As of the date of this Agreement, there is no suit, claim, action or proceeding to which the REIT or any REIT Subsidiary is a party pending or, to the knowledge of the REIT, threatened in writing seeking to prevent, hinder, modify, delay or challenge the Arrangement or any of the other transactions contemplated by this Agreement.

Section 2.11 Employee Benefits.

(a) Section 2.11(a) of the REIT Disclosure Letter sets forth a list of all material employee benefit plans, programs, policies, agreements or other arrangements or payroll practices that apply to current Service Providers including bonus plan, fringe benefits, executive compensation, consulting or other compensation agreements, change in control agreements, incentive, equity or equity-based compensation, deferred compensation arrangements, stock purchase, severance pay, sick leave, vacation pay, salary continuation, hospitalization, medical benefits, life insurance, other welfare benefits, cafeteria, scholarship programs, trustees' and directors' benefit, bonus or other incentive compensation, which the REIT or any REIT Subsidiary maintains, contributes to or has any obligation to contribute to or with respect to which the REIT or any REIT Subsidiary has any direct or indirect liability (each, whether or not identified on Section 2.11(a) of the REIT Disclosure Letter, a "REIT Employee Benefit Plan" and collectively, the "REIT Employee Benefit Plans").

(b) Correct and complete copies of the following documents, with respect to each of the REIT Employee Benefit Plans have been made available to the Purchaser by the REIT: (i) plan and related trust documents, and amendments thereto; (ii) funding

agreements; (iii) current summary plan descriptions; and (iv) the three most recent financial statements and actuarial valuations filed with any Governmental Entity. Except in accordance with the terms of such REIT Employee Benefit Plans and as set forth in Section 2.11(b) of the REIT Disclosure Letter, there have been no promised material improvements, increases or changes to the benefits provided under any REIT Employee Benefit Plan, whether legally binding or not.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect:

(i) the REIT has performed all obligations required to be performed by it under all REIT Employee Benefit Plans;

(ii) each REIT Employee Benefit Plan has been established, maintained, registered (where applicable) and administered in compliance with its terms and applicable Law;

(iii) all contributions and premium payments (including all employer and employee contributions and premiums) required to have been made under any of the REIT Employee Benefit Plans, including to any funds or trusts established thereunder or in connection therewith, have been made by the due date thereof and all contributions and premium payments for any period ending on or before the Effective Date which are not yet due will have been paid or accrued prior to the Effective Date; and

(iv) there are no actions, suits, arbitrations, investigations, audits or claims (other than routine claims for benefits) filed, or to the knowledge of the REIT, threatened in writing with respect to any REIT Employee Benefit Plan.

(d) No notice has been given, and, to the knowledge of the REIT, no order is pending, by any Governmental Entity that has resulted or would reasonably be expected to result in any REIT Employee Benefit Plan (i) being ordered or required to be terminated or wound up in whole or in part, (ii) having its registration under any applicable Law revoked, (iii) being placed under the administration of any trustee or other third-party, or (iv) being required to pay any material Taxes or penalties under applicable Law.

(e) There are no agreements or undertakings by the REIT or any REIT Subsidiary to provide any pensions or post-retirement benefits to any of their respective present or former Service Providers.

(f) No share, unit or other security issued by the REIT forms or has formed a material part of the assets of any registered REIT Employee Benefit Plan.

(g) Except as set forth in Section 2.11(g) of the REIT Disclosure Letter, neither the execution and delivery of this Agreement nor the consummation of the Arrangement will (either alone or in combination with any other event) (i) result in any payment becoming due, or increase the amount of compensation due, to any current or former Service Provider; (ii) increase any benefits otherwise payable under any REIT Employee Benefit Plan; or (iii) result in the acceleration of the time of payment (including the funding of a trust) or

vesting of any compensation or benefits from the REIT or any REIT Subsidiary to any current or former Service Provider.

Section 2.12 Employment and Labour Matters.

(a) Neither the REIT nor any REIT Subsidiary is party to any collective agreements or similar labour agreements (excluding personal services contracts).

(b) (i) No employees of the REIT or any of the REIT Subsidiaries are represented by any labour organization; (ii) no labour organization or group of employees of the REIT or any of the REIT Subsidiaries has made a written demand to the REIT or any REIT Subsidiary for recognition or certification; (iii) no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any of the employees of the REIT or the REIT Subsidiaries by way of certification, interim certification, voluntary recognition, or succession rights, or has applied or, to the knowledge of the REIT, threatened to apply to be certified as the bargaining agent of the employees of the REIT or the REIT Subsidiaries; (iv) to the REIT's knowledge, there are no organizing activities involving the REIT or any REIT Subsidiary pending with any labour organization or group of employees of the REIT or any REIT Subsidiary; and (v) the REIT and the REIT Subsidiaries are not currently materially affected and have not been materially affected in the past five years by any actual or threatened work stoppage, strike or other similar labour disturbance. Except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, there are no complaints, charges or claims against the REIT or any REIT Subsidiary filed or, to the knowledge of the REIT, threatened in writing to be brought or filed, with any Governmental Entity or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any individual by the REIT or any REIT Subsidiary.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, the REIT has not and is not engaged in any unfair labour practice and there are no unfair labour practice charges, grievances or complaints filed or, to the REIT's knowledge, threatened in writing by or on behalf of any employee or group of employees of the REIT or any REIT Subsidiary. No trade union has applied to have the REIT declared a common or related employer pursuant to the *Labour Relations Code* (British Columbia) or any similar legislation in any jurisdiction in which the REIT carries on business.

(d) Except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, (i) the REIT and each REIT Subsidiary is in compliance with all Laws relating to the employment of labour, including all such Laws relating to pay equity, wages, hours, *the Worker Adjustment and Retraining Notification Act* and any similar state or local "mass layoff" or "plant closing" Law ("WARN"), overtime, collective bargaining, discrimination, human rights, affirmative action, occupational safety and health, workers' compensation and the collection and payment of withholding and/or social security Taxes and any similar Tax, except for any non-compliance which would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect and (ii) within the last six months, there has been no "mass layoff" or "plant losing" as defined by WARN with

respect to the REIT or any REIT Subsidiary or any group termination pursuant to the *Employment Standards Act* (British Columbia) or any similar legislation in any jurisdiction in which the REIT carries on business.

Section 2.13 Tax Matters.

(a) All income and other material Tax Returns required by applicable Laws to be filed with any Governmental Entity by, or on behalf of, the REIT and the REIT Subsidiaries have been or will be filed when due in accordance with all applicable Laws (taking into account any applicable extensions), and all such income and material Tax Returns are, or shall be at the time of filing, true, correct and complete in all material respects.

(b) Each of the REIT and the REIT Subsidiaries has paid, or has had paid on its behalf, or has collected, withheld and remitted to the appropriate Governmental Entity all income and other material Taxes due and payable on a timely basis, other than those Taxes being contested in good faith, and where payment is not yet due, has established in accordance with IFRS or U.S. generally accepted accounting principles (as applicable) an adequate accrual for all material Taxes through the end of the last period for which the REIT and its Subsidiaries ordinarily record items on its books and records. There are no Liens on any of the assets of the REIT or the REIT Subsidiaries with respect to material Taxes except for Permitted Liens. No power of attorney with respect to any Tax matter is currently in force.

(c) As of the date of this Agreement, there is no material audit, examination, investigation, proceeding or other action pending or, to the knowledge of the REIT, threatened against the REIT or any of the REIT Subsidiaries in respect of any Tax or any Tax Return. Neither the REIT nor the REIT Subsidiaries (i) to the knowledge of the REIT, are subject to a claim or deficiency for any material Tax which has not been satisfied by payment, settled or withdrawn, (ii) to the knowledge of the REIT, are subject to a claim by a Governmental Entity in a jurisdiction where the REIT or such REIT Subsidiary does not file Tax Returns that it is or may be subject to taxation by, or required to file Tax Returns in, that jurisdiction, (iii) has an outstanding request for any Tax ruling from any Governmental Entity or has received a Tax ruling or (iv) is the subject of a “closing agreement” within the meaning of section 7121 of the Code (or any comparable agreement under applicable state, local or non-U.S. Tax Law).

(d) As of the date of this Agreement, there are no currently effective elections, agreements or waivers extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of any material Taxes by the REIT and the REIT Subsidiaries.

(e) The REIT has qualified as a “real estate investment trust” for purposes of the Tax Act, as currently enacted in the Tax Act, throughout its taxation year ending on December 31, 2017 and expects to continue to qualify as a “real estate investment trust” for purposes of the Tax Act, until the Closing.

(f) Except as indicated in Section 2.13(f) of the REIT Disclosure Letter, the REIT and each REIT Subsidiary formed pursuant to the laws of Canada or a province thereof is each a GST/HST registrant under the *Excise Tax Act* (Canada).

(g) The REIT has qualified as a “mutual fund trust” for purposes of the Tax Act, as currently enacted in the Tax Act, throughout its taxation year ending on December 31, 2017 and expects to continue to qualify as a “mutual fund trust” for purposes of the Tax Act until the Closing.

(h) All material realty taxes that are due and payable by the REIT or any REIT Subsidiary have been or will be at the Effective Date fully paid.

(i) Section 2.13(i) of the REIT Disclosure Letter contains an accurate summary of the undepreciated and depreciated cost basis used for tax reporting purposes, by asset, of the real properties held by the REIT and the REIT Subsidiaries effective as of December 31, 2016.

(j) Each partnership and trust in which the REIT has a direct or indirect interest has, at all relevant times, qualified, and is expected to continue to qualify, as an “excluded subsidiary entity” as defined in section 122.1 of the Tax Act.

(k) Except pursuant to the Arrangement or as specifically disclosed in writing to the Purchaser, for purposes of the Tax Act or any other applicable Tax statute, to the knowledge of the REIT no Person or group of Persons has ever acquired or had the right to acquire control of CanCo SPV.

(l) CanCo SPV has not acquired property from a non-arm’s length Person, within the meaning of the Tax Act, for consideration, the value of which is less than the fair market value of the property acquired in circumstances which could subject it to a liability under section 160 of the Tax Act.

(m) For all transactions between CanCo SPV and any non-resident Person with whom CanCo SPV was not dealing at arm’s length during a taxation year commencing after 1998 and prior to the Closing, CanCo SPV has made or obtained records or documents that meet the requirements of paragraphs 247(4)(a) to (c) of the Tax Act.

(n) Neither the REIT nor any REIT Subsidiary has participated in a reportable transaction within the meaning set forth in section 1.6011-4(b) of the Treasury Regulations.

(o) Neither the REIT nor any REIT Subsidiary: (i) has agreed to make any material adjustment pursuant to section 481(a) of the Code (or any similar provision of state, local or non-U.S. Tax Law), (ii) has any knowledge that the Internal Revenue Service or any other Governmental Entity has proposed, in writing, such an adjustment or a change in accounting method with respect to the REIT or any REIT Subsidiary or (iii) has any application pending with the Internal Revenue Service or any other Governmental Entity requesting permission for any change in accounting method.

(p) Neither the REIT nor any REIT Subsidiary has been a “distributing corporation” or a “controlled corporation” in a distribution in which the parties to such distribution treated the distribution as one to which section 355 of the Code is applicable.

(q) Neither the REIT nor any REIT Subsidiary: (i) is or has ever been a member of an affiliated group of corporations filing a consolidated federal income Tax Return, (ii) has any liability for the Taxes of any Person (other than the REIT or any REIT Subsidiary) under Treasury Regulations section 1.1502-6 (or any similar provision of any state, local, or non-U.S. Tax Law), as a transferee or successor, by contract, or otherwise or (iii) is party to any Tax sharing, Tax allocation or Tax indemnity agreement or arrangement other than a customary commercial agreement or arrangement entered into in the ordinary course of business the primary purpose of which does not relate to Taxes.

(r) The U.S. REIT Subsidiary (i) for all taxable years commencing in 2014, the year in which the U.S. REIT Subsidiary was formed, through December 31, 2017, has been organized and operated in conformity with the requirements for qualification and taxation as U.S. REIT, (ii) has operated, and will continue to operate, in such a manner as to enable it to qualify as a U.S. REIT from January 1, 2017 through the Effective Date (determined without regard to any events occurring after the Effective Date and without regard to the distribution requirement of Section 857(a)(1) of the Code for the tax year that includes the Effective Date), and (iii) has not taken or omitted to take any action which would reasonably be expected to result in the U.S. REIT Subsidiary’s failure to qualify as a U.S. REIT, and no challenge to the U.S. REIT Subsidiary’s status or qualification as a U.S. REIT is pending or, to the U.S. REIT Subsidiary’s knowledge, threatened in writing. Section 2.13(r) of the REIT Disclosure Letter sets forth the classification for U.S. federal income tax purposes as of the date hereof of each Subsidiary of the U.S. REIT Subsidiary. Each entity that is listed in Section 2.13(r) of the REIT Disclosure Letter as a partnership or disregarded entity has been since its formation and continues to be treated for U.S. federal income tax purposes as a partnership or disregarded entity, as the case may be, and not as a corporation or an association taxable as a corporation. Each entity that is listed in Section 2.13(r) of the REIT Disclosure Letter as a corporation has been since the date listed in Section 2.13(r) of the REIT Disclosure Letter a “qualified REIT subsidiary” pursuant to section 856(i) of the Code or a “taxable REIT subsidiary” pursuant to section 856(l) of the Code, which date is in all cases the later of the date of its formation, the date on which the U.S. REIT Subsidiary acquired an interest in such entity, or within thirty (30) days after the calendar quarter in which the U.S. REIT Subsidiary acquired an interest in such entity, as indicated in Section 2.13(r) of the REIT Disclosure Letter. Neither the U.S. REIT Subsidiary or any Subsidiary of the U.S. REIT Subsidiary holds any asset the disposition of which would be subject to (or rules similar to) section 1374 of the Code (or otherwise result in any “built-in gains” Tax under section 337(d) of the Code and the applicable Treasury Regulations thereunder).

(s) Except as set forth on Section 2.13(s) of the REIT Disclosure Letter, since its formation, (i) the U.S. REIT Subsidiary and each Subsidiary of the U.S. REIT Subsidiary have not incurred any liability for Taxes under sections 857(b), 857(f), 860(c) or 4981 of the Code or section 337(d) of the Code (and the applicable Treasury Regulations thereunder) and (ii) neither the U.S. REIT Subsidiary or any Subsidiary of the U.S. REIT Subsidiary has incurred any other material liability for Taxes that have become due and that



have not been previously paid other than in the ordinary course of business. Neither the U.S. REIT Subsidiary or any Subsidiary of the U.S. REIT Subsidiary (other than a “taxable REIT subsidiary” or any subsidiary of a “taxable REIT subsidiary”) has engaged at any time in any “prohibited transactions” within the meaning of section 857(b)(6) of the Code. Neither the U.S. REIT Subsidiary or any Subsidiary of the U.S. REIT Subsidiary has engaged in any transaction that would give rise to “redetermined rents, redetermined deductions and excess interest” or “redetermined TRS service income” described in section 857(b)(7) of the Code. To the knowledge of the REIT, no event has occurred, and no condition or circumstance exists, which presents a material risk that any material Tax described in the preceding sentences will be imposed on the U.S. REIT Subsidiary or any Subsidiary of the U.S. REIT Subsidiary. The U.S. REIT Subsidiary does not have any earnings and profits attributed to itself or any other corporation accumulated in any “non-REIT year” within the meaning of section 857 of the Code.

#### Section 2.14 Real Property.

(a) Subject to the immediately succeeding sentence, Section 2.14(a) of the REIT Disclosure Letter lists the common street address and/or legal descriptions for all real property owned by the REIT or any REIT Subsidiary in fee as of the date hereof, and the REIT or REIT Subsidiary, as the case may be, owning such real property (such real property interests are, as the context may require, individually or collectively referred to as the “Owned Real Property”). Except as set forth in Section 2.14(a) of the REIT Disclosure Letter, and except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, the REIT or a REIT Subsidiary has good and valid fee simple title to all Owned Real Property, in each case free and clear of all Liens except for Permitted Liens.

(b) Subject to the immediately succeeding sentence, Section 2.14(b) of the REIT Disclosure Letter lists the common street address for all real property in which the REIT or a REIT Subsidiary holds as lessee or sublessee a ground lease or ground sublease interest in any real property (such real property interests are, as the context may require, individually or collectively referred to as the “Ground Leased Real Property”), each ground lease (or ground sublease) pursuant to which the REIT or any REIT Subsidiary is a lessee (or sublessee) as of the date hereof, including each amendment or guaranty or any other agreement related thereto (individually, a “Ground Lease” and collectively, “Ground Leases”) and the applicable REIT Subsidiary holding such leasehold interest. Except as set forth in Section 2.14(a) of the REIT Disclosure Letter, and except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, the REIT or a REIT Subsidiary holds a valid leasehold interest in or a good and valid fee simple title to the Ground Leased Real Property free and clear of all Liens except for Permitted Liens.

(c) Subject to the immediately succeeding sentence, Section 2.14(c) of the REIT Disclosure Letter lists the common street address for all real property in which the REIT or a REIT Subsidiary holds as a lessee or sublessee a leasehold or sublease interest (excluding the Ground Leases) (the “REIT Leased Real Property”), each lease or sublease of such real property pursuant to which the REIT or a REIT Subsidiary holds as a lessee or sublessee a leasehold or sublease interest, including each amendment, guaranty or any other agreement relating thereto (“REIT Leases”) and the REIT or the applicable REIT Subsidiary

holding such leasehold interest. Except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, the REIT or a REIT Subsidiary holds a valid leasehold or subleasehold interest as a lessee or sublessee in the REIT Leased Real Property free and clear of all Liens except for Permitted Liens. True and complete copies of the REIT Leases and Ground Leases have been made available to the Purchaser.

(d) The operating budget set forth in Section 2.14(d)(i) of the REIT Disclosure Letter (the “Operating Budget”) discloses, as of the date hereof, on a line-item basis the budgeted operating expenses of the REIT and the REIT Subsidiaries through December 31, 2018 (the “Operating Expenses”). The development expenditure budgets (the “Development Expenditure Budget”) in Section 2.14(d)(ii) of the REIT Disclosure Letter disclose, as of the date hereof, the budgeted amount of all expenditures and fundings (capital or otherwise) (“Development Expenditures”) by the REIT or a REIT Subsidiary which remain to be funded through to the completion of the corresponding work or project, in connection with, developments, redevelopments and any projects that are in pre-development (collectively, the “Development Projects”), on, relating to or adjacent to any REIT Real Property, in each case, in excess of \$275,000. The capital expenditure budget (the “Capital Expenditure Budget”) in Section 2.14(d)(iii) of the REIT Disclosure Letter discloses, as of the date hereof, the budgeted amount of all allowances (including tenant allowances), expenditures and fundings other than those relating to the Development Projects which are shown on the Development Expenditure Budget (the “Capital Expenditures”) by the REIT or a REIT Subsidiary, which remain to be funded through to the completion of the corresponding work or project, in each case with respect to each project or line item, in excess of \$275,000. Except as set forth in Section 2.14(d)(iv) of the REIT Disclosure Letter, there are no individual brokerage commissions or fees in excess of \$275,000 that are now due or which would reasonably be expected to become due from the REIT or any REIT Subsidiary with respect to any individual REIT Real Property as of the date hereof.

(e) Except for such discrepancies, errors or omissions that would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, the rent rolls for the REIT Real Properties (the “Rent Rolls”) set forth in Section 2.14(e) of the REIT Disclosure Letter list each lease, sublease, ground lease or any other occupancy agreement to which the REIT or the REIT Subsidiaries are party as landlord with respect to each of the applicable REIT Real Properties (such leases, together with all amendments, modifications, supplements, renewals, extensions, guarantees and other agreements related thereto, the “REIT Space Leases”). To the knowledge of the REIT, the REIT has made available to the Purchaser correct and complete copies of all REIT Space Leases as of the date hereof. Except as set forth in Section 2.14(e) of the REIT Disclosure Letter, neither the REIT nor any REIT Subsidiaries, on the one hand, nor, to the knowledge of the REIT, any other party, on the other hand, is in default under any Material Space Lease, except for defaults that are disclosed in the Rent Rolls or that do not have or would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect. No termination option has been exercised in writing under any of the Material Space Leases that would result in a full or partial termination of such Material Space Lease after the date hereof except as disclosed in Section 2.14(e) of the REIT Disclosure Letter.

(f) Except for those contracts or agreements set forth in Section 2.14(f) of the REIT Disclosure Letter and the REIT Material Contracts, neither the REIT nor any REIT Subsidiary has entered into any contract or agreement (collectively, the “Participation Agreements”) with any Person other than the REIT or a wholly-owned REIT Subsidiary (the “Participation Party”) which provides for a right of such Participation Party to participate, invest, join, partner, have any material interest in (whether characterized as a contingent fee, profits interest, equity interest or otherwise) or have the right to any of the foregoing in any proposed or anticipated investment opportunity, joint venture, partnership or any other current or future transaction or property in which the REIT or any REIT Subsidiary has or will have a material interest, including those transactions or properties identified, sourced, produced or developed by such Participation Party (a “Participation Interest”). Section 2.14(f) of the REIT Disclosure Letter sets forth all of the REIT Real Properties which are held by the REIT, a REIT Subsidiary or a JV Entity in respect of which any Participation Party currently has a Participation Interest, and setting forth the Joint Venture Agreements or Participation Agreements, as the case may be, pertaining thereto.

(g) Except as set forth in the applicable REIT Space Leases or in Section 2.14(g) of the REIT Disclosure Letter or disclosed in the REIT Material Contracts, neither the REIT nor any REIT Subsidiary is a party to any material agreement pursuant to which a Person other than the REIT or any wholly-owned REIT Subsidiary manages or manages the development of any of the REIT Real Properties (a “Third Party”).

(h) Except as set forth in Section 2.14(h) of the REIT Disclosure Letter, neither the REIT nor any of the REIT Subsidiaries is a party to any material agreement pursuant to which the REIT or any of the REIT Subsidiaries manages, is a development manager of or is the leasing agent of any real properties for any Third Party.

(i) Section 2.14(i) of the REIT Disclosure Letter lists all Transfer Rights, the exercise of which involves a payment of an amount, or property or assets the fair market value of which is, in excess of \$1,000,000. As of the date hereof, (i) neither the REIT nor any REIT Subsidiary has exercised any Transfer Right with respect to any asset or Person in an amount in excess of \$1,000,000, individually or in the aggregate, which transaction has not yet been consummated and (ii) no Third Party has exercised in writing any Transfer Right with respect to any REIT Subsidiary or REIT Real Property, which transaction has not yet been consummated.

(j) Except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, to the knowledge of the REIT, as of the date hereof, none of the REIT or any of the REIT Subsidiaries has received any written notice to the effect that any condemnation or rezoning proceedings are pending or threatened with respect to any of the REIT Real Properties. Except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, the REIT and the REIT Subsidiaries have good and marketable title to, or a valid and enforceable leasehold interest in, all material personal property held or used by them at the REIT Real Property, free and clear of all Liens other than Permitted Liens. The REIT Public Disclosures filed since January 1, 2013 list each real property or leasehold interest in any ground lease conveyed, transferred, assigned or otherwise disposed of by the REIT or any REIT Subsidiary (if a REIT Subsidiary at the time

of such conveyance, transfer, assignment or disposition) since January 1, 2013, except for easements or similar interests. Other than as set forth in Section 2.14(j) of the REIT Disclosure Letter, to the knowledge of the REIT, as of the date hereof, none of the REIT or any of the REIT Subsidiaries has received any written notice of any outstanding claims under any Prior Sale Agreements which would reasonably be expected to result in liability to the REIT or any REIT Subsidiary in an amount, in the aggregate, in excess of \$2,500,000. To the REIT's knowledge, none of the REIT or any of the REIT Subsidiaries has received any written notice of any outstanding violation of any Law, including zoning regulation or ordinance, building or similar law, code, ordinance, order or regulation, for any REIT Real Property, in each case which has had, or would, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect.

#### Section 2.15 Environmental Matters.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, (i) the REIT and each REIT Subsidiary are and have been in compliance with those Environmental Laws applicable to their respective operations (including possessing and complying with any required Environmental Permits), and at all times during the REIT's and each REIT Subsidiary's ownership or operation of any REIT Real Property, such REIT Real Property has been (and with respect to former Subsidiaries of the REIT and properties formerly owned, leased or operated by the REIT or any REIT Subsidiary or any former Subsidiaries of the REIT, to the knowledge of the REIT, was during the period owned, leased or operated by any of them) in compliance with all applicable Environmental Laws (including possessing and complying with any required Environmental Permits); (ii) there are no administrative or judicial proceedings relating to Environmental Laws pending or, to the knowledge of the REIT, threatened, against the REIT, any REIT Subsidiary, any REIT Real Property, or, to the knowledge of the REIT, any properties formerly owned, leased or operated by the REIT or any REIT Subsidiary or any former Subsidiaries of the REIT; (iii) neither the REIT nor any REIT Subsidiary has received any written notice, demand, letter or claim, in any case, alleging that the REIT or such REIT Subsidiary is in violation of, or liable under, any Environmental Law and, to the knowledge of the REIT, no such notice, demand or claim has been threatened; and (v) each Environmental Permit required of the REIT, any REIT Subsidiary, and any REIT Real Property is valid and in effect and the renewal of such Environmental Permit has been timely re-applied for.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect or as set forth in Section 2.15(b) of the REIT Disclosure Letter, (i) neither the REIT nor any REIT Subsidiary has received any written notice, demand or claim alleging liability on the part of the REIT or any REIT Subsidiary as a result of a Release of Hazardous Substances; (ii) Hazardous Substances are not present in, at, on or under any of the REIT Real Property, either as a result of the operations of the REIT or any REIT Subsidiary or, to the knowledge of the REIT, otherwise, and to the knowledge of the REIT are not present in, at, on or under any other real property for which the REIT or any REIT Subsidiary could reasonably be expected to be liable, in a quantity or condition that, in either case, would reasonably be expected to result in a liability under Environmental Laws on the part of the REIT or any REIT Subsidiary; (iii) there are, to the REIT's knowledge, no wetlands (as that term is defined in Section 404 of the *Federal Water Pollution Control Act*, as amended, 33

U.S.C. Section 1344, and all implementing regulations) at any REIT Real Property located in the United States, nor is any REIT Real Property subject to any current or, to the knowledge of the REIT, threatened environmental deed restriction, use restriction, institutional or engineering control or order or agreement with any Governmental Entity or any other restriction of record; (iv) to the knowledge of the REIT, no building, structure or improvement located on any REIT Real Property is or ever has been insulated with urea formaldehyde insulation nor do such buildings, structures or improvements contain asbestos or polychlorinated biphenyls or toxic mold; (v) there are no underground storage tanks that have been used by the REIT or any REIT Subsidiary or, to the knowledge of the REIT, by any other Person that are located on or under the REIT Real Properties; and (vi) no REIT Real Property has ever been used by the REIT or any REIT Subsidiary or, to the knowledge of the REIT, by any other Person as a waste disposal site or burial grounds or cemetery, and there are otherwise no land use restrictions or requirements applicable to any REIT Real Property related to the environment or pursuant to Environmental Laws.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, the REIT has made available to the Purchaser the most recent versions of all material environmental audits, reports and the most recent versions of all other material environmental documents relating to the REIT or any REIT Subsidiary or any of their current properties, facilities or operations that are in its possession or under its reasonable control.

#### Section 2.16 Intellectual Property.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, (i) the REIT and the REIT Subsidiaries own or have the right to use in the manner currently used all Intellectual Property used by the REIT or any REIT Subsidiary in, and that are material to, the business of the REIT and the REIT Subsidiaries as currently conducted (the “REIT Intellectual Property Rights”) and (ii) neither the REIT nor any of the REIT Subsidiaries has received, in the 12 months preceding the date hereof, any written charge, complaint, claim, demand or notice challenging the validity of or right to use any of the REIT Intellectual Property Rights. To the REIT’s knowledge, no other Person has infringed any REIT Intellectual Property Rights during the 12 months preceding the date hereof, except for any such infringement as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect.

(b) To the knowledge of the REIT, the conduct of the business of the REIT and the REIT Subsidiaries as currently conducted does not infringe upon any Intellectual Property rights of any other Person, except for any such infringement that would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect. Neither the REIT nor any of the REIT Subsidiaries has received, in the 12 months preceding the date hereof, any written charge, complaint, claim, demand or notice alleging any such infringement of the Intellectual Property rights of any other Person by the REIT or any of the REIT Subsidiaries that has not been settled or otherwise fully resolved, except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect.

Section 2.17 Contracts.

(a) Section 2.17(a) of the REIT Disclosure Letter sets forth a complete list, in each case as of the date hereof, of each Contract (or the accurate description of principal terms in the case of oral Contracts), including all amendments, supplements and side letters thereto that modify any such Contract in any material respect, to which the REIT or any of the REIT Subsidiaries is a party or by which it is bound or to which any of their respective assets are subject (other than any of the foregoing solely between the REIT and any of the wholly-owned REIT Subsidiaries or solely between any wholly-owned REIT Subsidiaries) that:

(i) is a “material contract” as defined in National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators;

(ii) is a limited liability company agreement, partnership agreement or joint venture agreement or similar Contract (including Joint Venture Agreements);

(iii) is a Material Space Lease, Ground Lease or Material REIT Lease;

(iv) contains covenants of the REIT or any of the REIT Subsidiaries purporting to limit, in any material respect, either the type of business in which the REIT or any of the REIT Subsidiaries (or, after the Effective Time, the Purchaser or its affiliates) or any of their affiliates may engage or the geographic area in which any of them may so engage, other than exclusive lease provisions, non-compete provisions and other similar leasing restrictions entered into by the REIT in the ordinary course of business consistent with past practice, contained in the Material REIT Leases or contained in other recorded documents by which real property was conveyed by the REIT to any user;

(v) evidences Indebtedness for borrowed money in excess of \$2,500,000 of the REIT or any of the REIT Subsidiaries, whether unsecured or secured (such Indebtedness, the “Existing Indebtedness” and such Contracts, the “Existing Loan Documents”);

(vi) provides for (A) the pending purchase, sale, assignment, ground leasing or disposition of or (B) except as set forth in the REIT Space Leases, REIT Leases, Ground Leases or Joint Venture Agreements, a Transfer Right to purchase, sell, dispose of, assign or ground lease, in each case, by amalgamation, merger, purchase or sale of assets or shares or otherwise, directly or indirectly, any real property (including any REIT Real Property or any portion thereof);

(vii) except for any capital contribution requirements as set forth in the organizational documents of any Person set forth in Section 2.17(a)(vii) of the REIT Disclosure Letter or in any Joint Venture Agreements, requires the REIT or any REIT Subsidiary to make any investment in (in each case, in the form of a loan, capital contribution or similar transaction) any REIT Subsidiary or other Person in excess of \$1,000,000;

(viii) relates to the settlement (or proposed settlement) of any pending or threatened suit or proceeding, other than any settlement that provides solely for the payment of less than \$1,000,000 in cash (net of any amount covered by insurance or indemnification that is reasonably expected to be received by the REIT or any REIT Subsidiary);

(ix) with any current executive officer, trustee or director of the REIT or any of the REIT Subsidiaries, or any REIT Unitholder beneficially owning 5% or more of outstanding Class A Units of the REIT, or, to the REIT's knowledge, any member of the "immediate family" (as such term is defined in Item 404 of Regulation S-K promulgated under the Securities Act) of any of the foregoing; or

(x) except to the extent such Contract is described in clauses (i) – (ix) above, calls for or guarantees (A) aggregate payments by, or other consideration from, the REIT and the REIT Subsidiaries of more than \$2,500,000 over the remaining term of such Contract or (B) annual aggregate payments by, or other consideration from, the REIT and the REIT Subsidiaries of more than \$1,000,000.

Each Contract of a type described in clause (a) of this Section 2.17 is referred to herein as a "REIT Material Contract." To the knowledge of the REIT, the REIT has made available to the Purchaser true and complete copies of all REIT Material Contracts as of the date hereof, including amendments, supplements and side letters related thereto.

(b) Neither the REIT nor any REIT Subsidiary is in (or has received any written claim of) breach of or default under the terms of any REIT Material Contract, and, to the knowledge of the REIT, no event has occurred that with notice or lapse of time or both would constitute a breach or default thereunder by the REIT or any REIT Subsidiary, in each case, except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect. To the knowledge of the REIT, no other party to any REIT Material Contract is in breach of or default under the terms of any REIT Material Contract where such breaches or defaults would, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect. As of the date of this Agreement, each REIT Material Contract is a valid and binding agreement of the REIT or a REIT Subsidiary, as applicable, and, to the knowledge of the REIT, the other Parties thereto and is in full force and effect, in each case except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, subject to the Bankruptcy and Equity Exception.

Section 2.18 Opinion of Financial Advisor. The REIT Board has received the opinion of BMO Capital Markets, and the special committee of the REIT Board has received the opinion of Greenhill & Co. Canada Ltd., to the effect that, as of the date of such opinions and based upon and subject to the various matters, limitations, qualifications and assumptions set forth therein, the Consideration to be received by the REIT Unitholders pursuant to the Arrangement is fair, from a financial point of view, to such holders.

Section 2.19 Insurance. Section 2.19 of the REIT Disclosure Letter sets forth a correct and complete list of the material insurance policies held by or for the benefit of the REIT or any of the REIT Subsidiaries as of the date of this Agreement, including the insurer under such

policies and the type of and amount of coverage thereunder. Except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, (a) all insurance policies maintained by the REIT and the REIT Subsidiaries are in full force and effect, (b) all premiums due and payable thereon have been paid, and (c) neither the REIT nor any REIT Subsidiary is in breach of or default under any of such insurance policies. Except as would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, since December 31, 2016, the REIT has not received written notice of termination or cancellation or denial of coverage with respect to any insurance policy, or written notice of failure to renew any such insurance policy or refusal of coverage thereunder or any other notice that such policies are no longer in full force or effect or that the issuer of any such policy is no longer willing or able to perform its obligations thereunder.

Section 2.20 Brokers. Other than BMO Capital Markets and Greenhill & Co. Canada Ltd., no investment banker, broker, finder, financial adviser or other intermediary is entitled to any fee, commission or other payment from the REIT or any of its Subsidiaries in connection with the Arrangement. The REIT has furnished to the Purchaser true and complete copies of all Contracts between the REIT and BMO Capital Markets, and between the REIT and Greenhill & Co. Canada Ltd., in each case relating to the transactions contemplated by this Agreement, which agreements disclose all fees payable thereunder.

Section 2.21 Acknowledgement of No Other Representations or Warranties. The REIT acknowledges and agrees that, except for the representations and warranties contained in Article III, none of the Purchaser or any of its respective affiliates or Representatives makes or has made any representation or warranty, either express or implied, concerning the Purchaser or its affiliates or any of its or their respective businesses, operations, assets, liabilities, results of operations, condition (financial or otherwise) or prospects or the transactions contemplated by this Agreement. To the fullest extent permitted by applicable Law and subject to Section 7.8, except with respect to the representations and warranties contained in Article III or any breach of any covenant or other agreement of the Purchaser contained herein, neither the Purchaser nor any of its affiliates, employees, partners or any other Person or their Representatives shall have any liability to the REIT or its respective affiliates or Representatives on any basis (including in contract or tort, under federal, provincial or state securities Laws or otherwise) based upon any information or statements (or any omissions therefrom) provided or made available by the Purchaser or its affiliates or Representatives to the REIT or its affiliates or Representatives in connection with the transactions contemplated hereby. The provisions of this Section 2.21 do not limit the express representations of the Guarantor contained in the Guaranty.

## ARTICLE III.

### REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the REIT as follows:

#### Section 3.1 Organization.

The Purchaser is an unlimited liability company organized, validly existing and in good standing under the Laws of the Province of British Columbia. The Purchaser is duly qualified or licensed



to do business as a foreign entity and is in good standing under the Laws of any other jurisdiction in which the character of the properties owned, leased or operated by it therein or in which the transaction of its business makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed would not reasonably be expected to prevent or materially delay, individually or in the aggregate, the ability of the Purchaser to consummate the Arrangement. The Purchaser has all requisite power and authority to own, operate, lease and encumber its properties and carry on its business as now conducted. The notice of articles of the Purchaser is in full force and effect, and no dissolution, revocation or forfeiture proceedings regarding the Purchaser have been commenced.

Section 3.2 Authority. The Purchaser has the requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by the Purchaser and the consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser and (assuming the due authorization, execution and delivery of this Agreement by other Parties to this Agreement) constitutes the valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to the Bankruptcy and Equity Exception.

Section 3.3 No Conflict; Required Filings and Consents.

(a) None of the execution, delivery or performance of this Agreement by the Purchaser or the consummation by the Purchaser of the transactions contemplated by this Agreement will: (i) conflict with or violate any provision of the charter, bylaws or any equivalent organizational or governing document of the Purchaser; (ii) assuming that all consents, approvals and authorizations described in Section 3.3(b) have been obtained and all filings and notifications described in Section 3.3(b) have been made and any waiting periods thereunder have terminated or expired, conflict with or violate any Law applicable to the Purchaser or any of its properties or assets; or (iii) with or without notice or lapse of time, or both, require any consent or approval under, violate, conflict with, result in any breach of, or constitute a default under, or result in termination or give to others any right of termination, vesting, amendment, acceleration, notification, cancellation, purchase or sale under, or result in the triggering of any payment or creation of a Lien (other than a Permitted Lien) upon any of the respective properties or assets of the Purchaser pursuant to any Contract to which the Purchaser is a party (or by which any of their respective properties or assets is bound) or any Permit held by it or them, except, with respect to clauses (ii) and (iii), as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of the Purchaser to consummate the Arrangement.

(b) None of the execution, delivery or performance of this Agreement by the Purchaser or the consummation by the Purchaser of the transactions contemplated by this Agreement will require (with or without notice or lapse of time, or both) any consent, approval, authorization or permit of, or filing or registration with or notification to, any Governmental Entity with respect to the Purchaser or any of its respective properties or assets, other than (i) the Interim Order and any approvals required by the Interim Order, (ii) the Final Order, (iii)

filings under the BCBCA, (iv) the Competition Act Approval and Investment Canada Act Approval, and (v) compliance with Securities Laws and stock exchange rules and policies.

Section 3.4 Litigation. As of the date hereof, there is no suit, claim, action or proceeding to which the Purchaser or any of its Subsidiaries is a party pending or, to the knowledge of the Purchaser, threatened in writing against the Purchaser or any of its Subsidiaries that would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby. As of the date hereof, none of the Purchaser or any of its Subsidiaries is subject to any outstanding order, writ, injunction, judgment or decree that, individually or in the aggregate, would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby.

Section 3.5 Purchaser Approval. The Purchaser represents and warrants to the REIT that the sole shareholder of the Purchaser has determined that the Arrangement and entry into this Agreement are in the best interests of the Purchaser.

Section 3.6 Guaranty. Concurrently with the execution of this Agreement, the Purchaser has delivered the Guaranty to the REIT. The Guaranty is in full force and effect and constitutes the valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with and subject to its terms and conditions, except as enforceability may be limited by the Bankruptcy and Equity Exception. No event has occurred which, with or without notice, lapse of time or both, could constitute a default on the part of the Guarantor under such Guaranty. The provisions of this Section 3.6 do not limit the express representations of the Guarantor contained in the Guaranty.

Section 3.7 Absence of Certain Arrangements. Other than this Agreement, the Guaranty and the Confidentiality Agreement, as of the date hereof, there are no Contracts or any commitments to enter into any Contract between the Purchaser or any of its affiliates, on the one hand, and any trustee, director, officer, employee or unitholder of the REIT, on the other hand, relating to the transactions contemplated by this Agreement or the operations of the REIT after the Effective Time.

Section 3.8 Acknowledgement of No Other Representations and Warranties. The Purchaser expressly acknowledges and agrees that, except for the representations and warranties expressly set forth in Article II, none of the REIT, the REIT Subsidiaries or any of their respective affiliates or Representatives makes or has made any representation or warranty, either express or implied, concerning the REIT or the REIT Subsidiaries or any of their respective businesses, operations, assets, liabilities, results of operations, condition (financial or otherwise) or prospects or the transactions contemplated by this Agreement. To the fullest extent permitted by applicable Law, except with respect to the representations and warranties contained in Article II or any breach of any covenant or other agreement of the REIT contained herein, none of the REIT, the REIT Subsidiaries or any of their respective affiliates, employees, unitholders, shareholders or any other Person or their Representatives shall have any liability to the Purchaser or its respective affiliates or Representatives on any basis (including in contract or tort, under federal, provincial or state securities Laws or otherwise) based upon any information or statements (or any omissions therefrom) provided or made available by the REIT, the REIT

Subsidiaries or their respective affiliates or Representatives to the Purchaser or its affiliates or Representatives in connection with the transactions contemplated hereby.

#### ARTICLE IV.

#### COVENANTS AND AGREEMENTS

Section 4.1 Conduct of Business by the REIT Pending the Arrangement. During the period from the date of this Agreement to the earlier of the Closing and the termination of this Agreement in accordance with Section 6.1 hereof (the “Interim Period”), except as otherwise expressly contemplated or permitted by this Agreement or as required by Law, the REIT shall, and shall cause each REIT Subsidiary to, in all material respects, use commercially reasonable efforts (i) to carry on their respective businesses in the usual, regular and ordinary course, consistent with the Operating Budget, the Capital Expenditure Budget and the Development Expenditure Budget and past practice, (ii) to maintain and preserve substantially intact their respective current business organizations, (iii) to retain the services of their respective current officers and key employees, (iv) to preserve their goodwill and relationships with tenants and others having business dealings with them and (v) to preserve their assets and properties in good repair and condition (normal wear and tear excepted) and to perform and complete all Development Projects in accordance with the applicable project timetable, with good workmanship and consistent with past practices. Without limiting the generality of the foregoing, during the Interim Period, the REIT will not and the REIT shall cause each REIT Subsidiary not to (except as expressly permitted by this Agreement or as expressly contemplated by the transactions contemplated hereby, as required by Law, as set forth in Section 4.1 of the REIT Disclosure Letter or to the extent that the Purchaser shall otherwise consent in writing, which consent shall not be unreasonably withheld, delayed or conditioned):

(a) (i) amend the Declaration of Trust or similar organizational or governance documents of the REIT or of U.S. REIT Subsidiary or (ii) amend the organizational or governance documents of any other REIT Subsidiary, other than in the ordinary course of business consistent with past practice;

(b) authorize for issuance, issue, sell, deliver or agree or commit to issue, sell or deliver (whether through the issuance or granting of options, warrants, commitments, subscriptions, rights to purchase or otherwise) any shares or units of any class, partnership interests or any equity equivalents (including any options or share or unit appreciation rights) or any other securities convertible into or exchangeable for any shares or units, partnership interests or any equity equivalents (including any options or share or unit appreciation rights), except for the issuance or sale of REIT Units pursuant to the exercise of derivative securities outstanding on the date hereof and disclosed in Section 2.2(c) of the REIT Disclosure Letter;

(c) (i) split, combine or reclassify any of their respective shares, units, partnership interests or other equity interests, set aside or pay any dividend or other distribution (whether in cash, shares, units, partnership interests or other equity interests or property or any combination thereof) or amend the terms of any of their respective securities in any manner, except (A) as permitted pursuant to Section 4.10, (B) for the payment of unpaid dividends or

distributions declared prior to the date of this Agreement and disclosed in the REIT Public Filings in transactions between the REIT and each wholly-owned REIT Subsidiary or solely between wholly-owned REIT Subsidiaries, or (C) distributions on the preferred units issued by U.S. REIT Subsidiary in accordance with the terms of such preferred units; (ii) redeem, repurchase or otherwise acquire, directly or indirectly, any of their respective securities or any securities of any of their respective Subsidiaries except in the case of clause (ii) as may be required by the Declaration of Trust or pursuant to the terms of the REIT's equity incentive plans or as may be reasonably necessary for the REIT to maintain its status as a REIT under the Tax Act; or (iii) enter into any Contract with respect to the voting or registration of any units or equity interest of the REIT or any REIT Subsidiary;

(d) subject to the provisions of Section 4.4, authorize, recommend, propose or announce an intention to adopt, or effect, or adopt or effect a plan of complete or partial liquidation, dissolution, arrangement, amalgamation, merger, consolidation, restructuring, recapitalization or other reorganization;

(e) (i) other than as set forth in Section 4.1(e) of the REIT Disclosure Letter, incur, assume, refinance or guarantee any Indebtedness for borrowed money or issue any debt securities, or assume or guarantee any Indebtedness for borrowed money of any Person, except for borrowings and guarantees under the REIT's Existing Loan Documents in the ordinary course of business consistent with past practice, (ii) except as set forth in Section 4.1(e) of the REIT Disclosure Letter, prepay, refinance or amend any Indebtedness, except for (A) repayments under the REIT's existing credit facilities in the ordinary course of business consistent with past practice (specifically excluding the loans secured, directly or indirectly, by any REIT Real Property), and (B) mandatory payments under the terms of any Indebtedness in accordance with its terms or (iii) make loans, advances or capital contributions to or investments in any Person (other than (x) as required by any Contract in effect on the date hereof (specifically excluding capital contributions called or consented to by the REIT or any REIT Subsidiary except as permitted pursuant to Section 4.1(q) below) or (y) as permitted pursuant to Section 4.1(q));

(f) create or suffer to exist any material Lien (other than Permitted Liens) on shares, units, partnership interests or other equity interests of any REIT Subsidiary;

(g) except as set forth in Section 4.1(g) of the REIT Disclosure Letter, as required by Law, as required by the terms of any REIT Employee Benefit Plan, or as expressly otherwise contemplated by this Agreement, (i) enter into, adopt, amend or terminate any REIT Employee Benefit Plan, (ii) enter into, adopt, amend or terminate any agreement, arrangement, plan or policy between the REIT or any REIT Subsidiary and one or more of their trustees, directors or executive officers, (iii) except for increases or payments in the ordinary course of business consistent with past practice (i.e., as part of the regular annual review of, and adjustments to, the compensation and fringe benefits of non-executive officers of the REIT and each REIT Subsidiary) with respect to any non-executive officer, increase in any manner the compensation or fringe benefits of any employee, officer, trustee or director, (iv) grant to any officer, trustee, director or employee the right to receive any new severance, change of control or termination pay or termination benefits or any increase in the right to receive any severance, change of control or termination pay or termination benefits, (v) except in the ordinary course of

business consistent with past practice with respect to any non-executive officer, enter into any new employment, loan, retention, consulting, indemnification, termination or similar agreement, (vi) grant any awards under any bonus, incentive, performance or other compensation plan or arrangement or REIT Employee Benefit Plan (including the grant of options, unit appreciation rights, unit based or unit related awards, performance units or restricted units), (vii) hire any new employee other than with respect to employees with salaries or prospective salaries of not more than \$150,000, or (viii) take any action to fund or in any other way secure the payment of compensation or benefits under any employee plan, agreement, contract or arrangement or REIT Employee Benefit Plan;

(h) other than in the ordinary course of business consistent with past practice (i) sell, pledge, dispose of, transfer, lease, license or encumber (other than Permitted Liens) any material personal property, equipment or assets (other than as set forth in clause (ii) below) of the REIT or any REIT Subsidiary, except pursuant to existing Contracts set forth in Section 4.1(h) of the REIT Disclosure Letter, or (ii) except pursuant to existing Contracts set forth in Section 4.1(h) of the REIT Disclosure Letter, in connection with the incurrence of any Indebtedness permitted to be incurred by the REIT pursuant to Section 4.1(e) and any execution of REIT Space Leases entered into in accordance with Section 4.1(p) below, sell, transfer, pledge, dispose of, lease, license or encumber any real property (including REIT Real Property) other than execution of easements, covenants, rights of way, restrictions and other similar instruments in the ordinary course of business that, individually or in the aggregate, would not reasonably be expected to materially impair the existing use, operation or value of, the property or asset affected by the applicable instrument;

(i) except as may be required as a result of a change in Law or in IFRS (of which the REIT shall promptly notify the Purchaser), make any material change in any accounting principles or accounting practices;

(j) acquire (including by merger, consolidation or acquisition of shares or assets) any interest in any Person (or equity interests thereof) or any assets, real property, personal property, equipment, business or other rights (whether by merger, share purchase, asset purchase or otherwise), other than (i) acquisitions of personal property and equipment in the ordinary course of business consistent with past practice, (ii) any other acquisitions of assets or businesses (excluding real property) for consideration that is individually or in the aggregate not in excess of \$5,000,000 or (iii) in connection with property acquisitions listed in Section 4.1(j) of the REIT Disclosure Letter;

(k) file any material Tax Return inconsistent with past practice, or amend any material Tax Return, make, change or revoke any material Tax election, settle or compromise any material Tax claim, assessment or reassessment by any Governmental Entity, change an annual accounting period, adopt or change any accounting method with respect to Taxes, enter into any closing agreement with a Governmental Entity, surrender any right to claim a refund of a material amount of Taxes or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment (except, in each case, if the REIT reasonably determines, after prior consultation with Purchaser, that such action is necessary to preserve the status of the U.S. REIT Subsidiary as a U.S. REIT);

(l) knowingly undertake any transaction or series of transactions (other than a Restructuring Transaction as directed by the Purchaser pursuant to Section 4.12), that could reasonably be expected to have the effect of preventing Purchaser or a wholly-owned subsidiary of Purchaser, and each of such entity's successor or assigns, from obtaining the benefit of a "full tax cost bump" pursuant to paragraphs 88(1)(c) and (d) of the Tax Act in respect of non-depreciable capital property owned by CanCo SPV;

(m) settle or compromise any claim, suit or proceeding (whether or not commenced prior to the date of this Agreement), except for (i) settlements or compromises providing solely for payment of amounts less than \$1,000,000 individually, or \$2,500,000 in the aggregate, or (ii) claims, suits or proceedings arising from the ordinary course of operations of the REIT involving collection matters or personal injury which are fully covered by adequate insurance (subject to customary deductibles); provided, that in no event shall the REIT or any REIT Subsidiary settle any Transaction Litigation except in accordance with the provisions of Section 4.3(c);

(n) enter into any agreement or arrangement that limits or otherwise restricts the REIT or any affiliate or successor thereto from engaging or competing in any line of business in which it is currently engaged or currently contemplates to be engaged or in any geographic area;

(o) enter into any new line of business;

(p) except as set forth in Section 4.1(p) of the REIT Disclosure Letter, amend or terminate, or waive compliance with the terms of or breaches under, or assign, or renew or extend (except as may be required under the terms thereof) any REIT Material Contract or enter into a new Contract that, if entered into prior to the date of this Agreement, would have been required to be listed in Section 2.17(a) of the REIT Disclosure Letter; provided, however, that, if the Purchaser fails to respond to the REIT's written request for approval of any such action (which response may include a request for additional information) within 72 hours of receipt of any such request made to each of the Persons set forth on Schedule B hereto in the manner set forth in Section 7.3, the Purchaser shall be deemed to have given its written consent to such action;

(q) except as set forth in Section 4.1(q) of the REIT Disclosure Letter, make, enter into any Contract for, or otherwise commit to, any Capital Expenditures or Development Expenditures on, relating to or adjacent to any REIT Real Property; provided, however, that, notwithstanding the foregoing, but subject to the provisions of Section 4.1(p) above, the REIT and any REIT Subsidiary shall be permitted to make, enter into Contracts for or otherwise commit to: (i) Capital Expenditures and Development Expenditures as required by Law, (ii) emergency Capital Expenditures and Development Expenditures in any amount that the REIT determines is necessary in its reasonable judgment to maintain its ability to operate its businesses in the ordinary course, and (iii) (A) Development Expenditures with respect to Development Projects in an aggregate amount up to 105% of the Development Expenditure Budget as a whole, and (B) Capital Expenditures in an aggregate amount up to 105% of the Capital Expenditure Budget as a whole;

(r) except as set forth in Section 4.1(r) of the REIT Disclosure Letter, (i) initiate or consent to any material zoning reclassification of any REIT Real Property or any material change to any approved site plan (in each case, that is material to such REIT Real Property or plan, as applicable), special use permit or other land use entitlement affecting any material REIT Real Properties in any material respect or (ii) amend, modify or terminate, or authorize any Person to amend, modify, terminate or allow to lapse, any material REIT Permit;

(s) fail to use commercially reasonable efforts to maintain in full force and effect the existing insurance policies or to replace such insurance policies with comparable insurance policies covering the REIT or any REIT Subsidiary and their respective properties, assets and businesses (including REIT Real Properties); and

(t) authorize or enter into any Contract or arrangement to do any of the actions prohibited by Section 4.1(a) through Section 4.1(s).

Nothing contained in this Agreement shall give the Purchaser, directly or indirectly, the right to control or direct the operations of the REIT prior to the Effective Time. Prior to the Effective Time, the REIT shall exercise, consistent with the terms and conditions of this Agreement, complete unilateral control and supervision over its business operations.

#### Section 4.2 Access to Information

(a) During the Interim Period, the REIT shall, and shall cause each REIT Subsidiary to, (i) give the Purchaser and its authorized Representatives reasonable access during normal business hours, and upon at least 48 hours' advance notice, to all properties, facilities, personnel and books and records of the REIT and each REIT Subsidiary in such a manner as not to interfere unreasonably with the operation of any business conducted by the REIT or any REIT Subsidiary and (ii) permit such inspections as the Purchaser may reasonably require and promptly furnish the Purchaser with such financial and operating data and other information with respect to the business, properties and personnel of the REIT and each REIT Subsidiary as the Purchaser may reasonably request; provided that all such access shall be coordinated through the REIT or its designated Representatives, in accordance with such reasonable procedures as they may establish; and provided further that the REIT shall not be required to (or to cause any REIT Subsidiary to) afford such access or furnish such information to the extent that the REIT believes in good faith that doing so would: (i) result in the loss of attorney-client privilege; (ii) violate any obligations of the REIT or any REIT Subsidiary with respect to confidentiality to any third party or otherwise breach, contravene or violate any then effective Contract to which the REIT or any REIT Subsidiary is party; or (iii) breach, contravene or violate any applicable Law (provided that the REIT shall use commercially reasonable efforts to allow for such access or disclosure in a manner that does not result in the events set out in clauses (i) through (iii)). No investigation under this Section 4.2(a) or otherwise shall affect the representations, warranties, covenants or agreements of the REIT or the conditions to the obligations of the Parties under this Agreement and shall not limit or otherwise affect the rights or remedies available hereunder.

(b) Each of the Parties hereto will hold and will cause its authorized Representatives to hold in confidence all documents and information concerning the REIT and

the REIT Subsidiaries made available to the other Party in connection with the Arrangement pursuant to the terms of that certain Confidentiality Agreement entered into between the REIT and Blackstone Real Estate Advisors L.P., dated December 8, 2017 (as amended, the “Confidentiality Agreement”); provided that the Purchaser and its Representatives may disclose Information (as defined in the Confidentiality Agreement), subject to the confidentiality and use restrictions applicable to “Representatives” (as defined in the Confidentiality Agreement) set forth in the Confidentiality Agreement (i) to the Purchaser’s *bona fide* prospective and actual third party lenders who are, or who are sought to be, engaged to provide debt financing for the Arrangement (and their respective affiliates, agents and advisors), and (ii) to potential purchasers of REIT Real Properties with the REIT’s prior written consent, which shall not be unreasonably withheld, delayed or conditioned.

#### Section 4.3 Appropriate Action; Consents; Filings.

(a) Each Party hereto shall: (i) give the other Parties prompt notice of the making or commencement of any request, inquiry, investigation, action or legal proceeding by or before any Governmental Entity with respect to the Arrangement; (ii) keep the other Parties informed as to the status of any such request, inquiry, investigation, action or legal proceeding; (iii) promptly inform the other Parties of any communication to or from any Governmental Entity or third party regarding the Arrangement; (iv) promptly furnish the other with copies of notices or other communications received by the Purchaser or the REIT, as the case may be, or any of their Subsidiaries, from any third party or any Governmental Entity with respect to the transactions contemplated by this Agreement, except to the extent of competitively or commercially sensitive information in respect of the Competition Act Approval or the Investment Canada Act Approval, which competitively sensitive and/or commercially sensitive information will be provided only to the external legal counsel or external expert of the other and shall not be shared by such counsel or expert with any other Person and (v) respond as promptly as reasonably practicable to any inquiries or requests received from a Governmental Entity in connection with the transactions contemplated by this Agreement, including in respect of the Competition Act Approval and Investment Canada Act Approval. Each Party hereto will have the right to review in advance, and each Party will consult and cooperate with the other Parties and will consider in good faith the views of the other Parties in connection with, any filing, analysis, appearance, presentation, memorandum, brief, argument, opinion or proposal made or submitted in connection with the transactions contemplated by this Agreement, and will provide the other party with final copies thereof, except in respect of competitively or commercially sensitive information, which competitively and/or commercially sensitive information will be redacted from communications to be shared with the other party and will be provided (on an unredacted basis) only to the external legal counsel or external expert of the other and shall not be shared by such counsel or expert with any other Person. In addition, except as may be prohibited by any Governmental Entity or by any Law, in connection with any such request, inquiry, investigation, action or legal proceeding, each Party hereto will permit authorized Representatives of the other Parties to be present at each meeting or conference relating to such request, inquiry, investigation, action or legal proceeding and to have access to and be consulted in connection with any document, opinion or proposal made or submitted to any Governmental Entity in connection with such request, inquiry, investigation, action or legal proceeding.



(b) Subject to the terms and conditions of this Agreement, each Party hereto will use commercially reasonable efforts to consummate the Arrangement and to cause to be satisfied all conditions precedent to its obligations under this Agreement and will use commercially reasonable efforts to obtain any consents from any Person the Purchaser elects to seek in its sole discretion in connection with the transactions contemplated by this Agreement, the Purchaser's structuring in connection with the acquisition and/or the Purchaser's financing thereof, including, in each case consistent with the foregoing, (i) preparing and filing as promptly as practicable with the objective of being in a position to consummate the Arrangement as promptly as practicable following the date of the Unitholders' Meeting, all documentation to effect all necessary or advisable applications, notices, petitions, filings, and other documents and to obtain as promptly as practicable all consents, waivers, licenses, orders, registrations, approvals, permits, rulings, authorizations and clearances necessary or advisable to be obtained from any Governmental Entity or third party in connection with the transactions contemplated by this Agreement (including any consents from any Person the Purchaser elects to seek in its sole discretion in connection with the transactions contemplated by this Agreement, the Purchaser's structuring in connection with the acquisition and/or the Purchaser's financing thereof), including any that are required to be obtained under any federal, provincial, state or local Law (including filings required in order to obtain Investment Canada Act Approval and Competition Act Approval) or REIT Material Contract to which the REIT or any REIT Subsidiary is a party or by which any of their respective properties or assets are bound, (ii) defending all lawsuits or other legal proceedings against it or any of its affiliates relating to or challenging this Agreement or the consummation of the Arrangement ("Transaction Litigation"), and (iii) effecting all necessary or advisable registrations and other filings required under Securities Laws, the Exchange Act or any other federal, provincial, state or local Law relating to the Arrangement. Notwithstanding anything to the contrary in this Agreement, in connection with obtaining any consents in connection with the transactions contemplated by this Agreement from any Person (other than from a Governmental Entity) or any other consents the Purchaser elects to seek in its sole discretion in connection with the transactions contemplated by this Agreement, the Purchaser's structuring in connection with the acquisition and/or the Purchaser's financing thereof, (i) without the prior written consent of the Purchaser, none of the REIT or any REIT Subsidiary shall pay or commit to pay to such Person whose approval or consent is being solicited any cash or other consideration, make any commitment or incur any liability or other obligation and (ii) none of the Purchaser or any of its affiliates shall be required to pay or commit to pay to such Person whose approval or consent is being solicited any cash or other consideration, make any commitment or incur any liability or other obligations. In the event that the REIT fails to obtain any such consent, the REIT shall use commercially reasonable efforts, and shall take such actions as are reasonably requested by the Purchaser, to minimize any adverse effect upon the REIT and the Purchaser and their respective affiliates and businesses resulting, or which would reasonably be expected to result, after the Effective Time, from the failure to obtain such consent.

(c) Without limiting the generality of Section 4.3(b), the Purchaser shall, within 20 Business Days after the date of this Agreement, (i) file an application for an Advance Ruling Certificate or No-Action Letter under the Competition Act in respect of the transactions contemplated by this Agreement and (ii) file an application for review under the Investment Canada Act with the Investment Review Division of Innovation, Science and Economic Development Canada, and contemporaneously therewith shall submit proposed

written undertakings to Her Majesty in right of Canada in a form and with the content that is customary for transactions of this nature.

(d) Each Party shall keep the other Parties reasonably informed regarding any Transaction Litigation unless doing so would, in the reasonable judgment of such Party, jeopardize any privilege of such Party or any of its Subsidiaries with respect thereto. The REIT shall promptly advise the Purchaser orally and in writing of the initiation of and any material developments regarding, and shall reasonably consult with and permit the Purchaser and its Representatives to participate in the defense, negotiations or settlement of, any Transaction Litigation, and the REIT shall give consideration to the Purchaser's advice with respect to such Transaction Litigation. The REIT shall not, and shall not permit any REIT Subsidiaries nor any of its or their Representatives to, compromise, settle or come to a settlement arrangement regarding any Transaction Litigation or consent thereto unless the Purchaser shall otherwise consent in writing (which shall not be unreasonably withheld or delayed).

(e) Prior to the Effective Date, the REIT shall cooperate with the Purchaser and use commercially reasonable efforts to take, or cause to be taken, all actions, and do or cause to be done all things reasonably necessary, proper or advisable on its part under applicable Laws and rules and policies of the TSX to cause the delisting of the REIT Units from the TSX as promptly as practicable after the Effective Time and for the REIT to cease to be a reporting issuer under Securities Laws as promptly as practicable after such delisting.

(f) Notwithstanding any other provision of this Agreement, each of the Purchaser and the REIT shall not, and shall cause their respective Subsidiaries not to, enter into, or agree to enter into, any agreement to acquire any real property (or any interest therein), whether directly or indirectly, after the date of this Agreement until the earlier of the termination of this Agreement or the Effective Date, that would be reasonably likely to (i) materially delay the obtaining of, or result in not obtaining, the Competition Act Approval or the Investment Canada Act Approval necessary to be obtained prior to the Effective Date, (ii) materially increase the risk of any Governmental Entity undertaking a materially more significant or longer review of the transactions contemplated by this Agreement or entering an order prohibiting the consummation of the transactions contemplated by this Agreement, including the Arrangement, (iii) materially increase the risk of not being able to have vacated, lifted, reversed or overturned any such order on appeal or otherwise, or (iv) otherwise prevent or materially delay the consummation of the transactions contemplated by this Agreement, including the Arrangement.

#### Section 4.4 Solicitation; Acquisition Proposals; Adverse Recommendation Change.

(a) Subject to the other provisions of this Section 4.4, (i) from and after the date of this Agreement, the REIT agrees that it shall, and shall cause each of the REIT Subsidiaries and its and their officers, trustees and directors to, and shall direct its and their other Representatives to, immediately cease any solicitations, discussions, negotiations or communications with any Person that may be ongoing with respect to any Acquisition Proposal and (ii) during the Interim Period, the REIT agrees that it shall not, and shall cause each of the REIT Subsidiaries and its and their officers, trustees and directors not to, and shall not authorize

and shall use commercially reasonable efforts to cause its and their other Representatives, not to, directly or indirectly through another Person, (A) solicit, initiate, knowingly encourage or knowingly facilitate any inquiry, discussion, offer or request that constitutes, or could reasonably be expected to lead to, an Acquisition Proposal (an “Inquiry”), (B) engage in any discussions or negotiations regarding, or furnish to any third party any non-public information in connection with, or knowingly facilitate in any way any effort by, any third party in furtherance of any Acquisition Proposal or Inquiry, (C) approve or recommend an Acquisition Proposal, (D) enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, arrangement agreement, merger agreement, share purchase agreement, asset purchase agreement, share exchange agreement, option agreement or other similar definitive agreement providing for or relating to an Acquisition Proposal or requiring the REIT to abandon, terminate or fail to consummate the transactions contemplated by this Agreement (any of the foregoing referred in this clause (D), an “Alternative Acquisition Agreement”), or (E) propose or agree to do any of the foregoing.

(b) Notwithstanding anything to the contrary in this Section 4.4 but subject to the REIT’s compliance with provisions of this Section 4.4, at any time prior to obtaining the REIT Unitholder Approval, the REIT may, directly or indirectly, through any Representative, in response to an unsolicited written *bona fide* Acquisition Proposal by a third party made after the date of this Agreement (that did not result from a breach of this Section 4.4, it being agreed that the REIT Board may correspond in writing with any Person making such a written Acquisition Proposal to request clarification of the terms and conditions thereof so as to determine whether such Acquisition Proposal constitutes or could reasonably be expected to lead to a Superior Proposal) (i) furnish non-public information to such third party (and such third party’s Representatives) making such Acquisition Proposal (provided, however, that (A) prior to so furnishing such information, the REIT receives from the third party an executed confidentiality agreement on customary terms no more favourable in any material respect to such Person than the Confidentiality Agreement (such confidentiality agreement, an “Acceptable Confidentiality Agreement”), and (B) any non-public information concerning the REIT or the REIT Subsidiaries that is provided to such third party (or its Representatives) shall, to the extent not previously provided to the Purchaser, be provided to the Purchaser as promptly as practicable after providing it to such third party (and in any event within 48 hours thereafter)), and (ii) engage in discussions or negotiations with such third party (and such third party’s Representatives) with respect to the Acquisition Proposal if, in the case of each of clauses (i) and (ii) the REIT Board determines in good faith, after consultation with outside legal counsel and financial advisors, that such Acquisition Proposal constitutes or could reasonably be expected to lead to a Superior Proposal.

(c) The REIT shall notify the Purchaser promptly (but in no event later than 48 hours) after receipt of any Acquisition Proposal or any request for nonpublic information relating to the REIT or any REIT Subsidiary by any third party that informs the REIT that it is considering making, or has made, an Acquisition Proposal, or any Inquiry from any Person seeking to have discussions or negotiations with the REIT relating to a possible Acquisition Proposal. Such notice shall be made orally and confirmed in writing, and shall identify the Person making such Acquisition Proposal or Inquiry and shall indicate the material terms and conditions of any Acquisition Proposals, Inquiries, proposals or offers, to the extent known (including, if applicable, providing copies of any written Inquiries, requests, proposals or

offers and any proposed agreements related thereto, which may be redacted to the extent necessary to protect confidential information of the business or operations of the Person making such Acquisition Proposals, Inquiries, proposals or offers). The REIT shall also promptly, and in any event within 48 hours, notify the Purchaser, orally and in writing, if it enters into discussions or negotiations concerning any Acquisition Proposal or provides nonpublic information to any Person in accordance with Section 4.4(b), notify the Purchaser of any change to the financial and other material terms and conditions of any Acquisition Proposal and otherwise keep the Purchaser reasonably informed of the status and terms of any such proposals, offers, discussions or negotiations on a current basis, including by providing a copy of all proposals, offers, drafts of proposed agreements or correspondence relating thereto. Neither the REIT nor any REIT Subsidiary shall, after the date of this Agreement, enter into any confidential or similar agreement that would prohibit it from providing such information to the Purchaser.

(d) Except as permitted by this Section 4.4(d), neither the REIT Board nor any committee thereof shall (i) withhold, withdraw, modify or qualify in any manner adverse to the Purchaser (or publicly propose to withhold, withdraw, modify or qualify in a manner adverse to the Purchaser), the REIT Board Recommendation, (ii) approve, adopt or recommend (or publicly propose to approve, adopt or recommend) any Acquisition Proposal, (iii) fail to include the REIT Board Recommendation in the REIT Circular (any of the actions described in clauses (i), (ii) and (iii) of this Section 4.4(d), an “Adverse Recommendation Change”), or (iv) approve, adopt, declare advisable or recommend (or agree to, resolve or propose to approve, adopt, declare advisable or recommend), or cause or permit the REIT to enter into, any Alternative Acquisition Agreement (other than an Acceptable Confidentiality Agreement entered into in accordance with this Section 4.4). Notwithstanding anything to the contrary set forth in this Agreement, at any time prior to obtaining the REIT Unitholder Approval, the REIT Board shall be permitted to effect an Adverse Recommendation Change if the REIT Board has received an unsolicited written *bona fide* Acquisition Proposal (and the REIT is not in breach of this Section 4.4) that, in the good faith determination of the REIT Board, after consultation with outside legal counsel and financial advisors, constitutes a Superior Proposal, after having complied with, and giving effect to all of the adjustments which may be offered by the Purchaser pursuant to Section 4.4(e), and such Acquisition Proposal is not withdrawn.

(e) The REIT Board shall only be entitled to effect an Adverse Recommendation Change as permitted under Section 4.4(d) if (i) the REIT has provided prior written notice (a “Notice of Change of Recommendation”) to the Purchaser that the REIT intends to take such action, identifying the Person making the Superior Proposal and describing the material terms and conditions of the Superior Proposal that is the basis of such action, including, if applicable, copies of any written proposals or offers and any proposed agreements related to a Superior Proposal (it being agreed that the delivery of the Notice of Change of Recommendation by the REIT shall not constitute an Adverse Recommendation Change), (ii) during the five Business Day period following the Purchaser’s receipt of the Notice of Change of Recommendation, the REIT shall, and shall cause its Representatives to, negotiate with the Purchaser in good faith (to the extent the Purchaser desires to negotiate) to make such adjustments in the terms and conditions of this Agreement, so that such Superior Proposal ceases to constitute a Superior Proposal; and (iii) following the end of the five Business Day

period, the REIT Board shall have determined in good faith, after consultation with outside legal counsel and financial advisors, taking into account any changes to this Agreement proposed in writing by the Purchaser in response to the Notice of Change of Recommendation or otherwise, that the Superior Proposal giving rise to the Notice of Change of Recommendation continues to constitute a Superior Proposal. Any amendment to the financial terms or any other material amendment of such a Superior Proposal shall require a new Notice of Change of Recommendation, and the REIT shall be required to comply again with the requirements of this Section 4.4(e); provided, however, that references to the five Business Day period above shall then be deemed to be references to a three Business Day period following receipt by the Purchaser of any such new Notice of Change of Recommendation.

(f) If the REIT provides the Purchaser with a Notice of Change of Recommendation on a date that is five Business Days or less prior to the scheduled date of the Unitholder Meeting, then the REIT may (or, at the Purchaser's request, will) postpone or adjourn the Unitholder Meeting to a date that is not later than the earlier of ten Business Days after the previously scheduled date of the Unitholder Meeting and the tenth Business Day prior to the Outside Date; provided, however, that without the prior written consent of the Purchaser, in no event shall the Unitholder Meeting be held on a date that is more than 30 days after the date for which the Unitholder Meeting was originally scheduled.

(g) Nothing contained in this Section 4.4 or elsewhere in this Agreement shall prohibit the REIT or the REIT Board, directly or indirectly through its Representatives, from making any disclosure to the unitholders of the REIT if the REIT Board determines in good faith, after consultation with outside legal counsel, that the failure to make such disclosure would reasonably be expected to be inconsistent with the trustees' duties under applicable Law (for the avoidance of doubt, it being agreed that the issuance by the REIT or the REIT Board of a "stop, look and listen" statement pending disclosure of its position shall not constitute an Adverse Recommendation Change) or is required by applicable Law; provided, however, that neither the REIT nor the REIT Board shall be permitted to recommend that the unitholders of the REIT tender any securities in connection with any take-over bid that is an Acquisition Proposal or effect an Adverse Recommendation Change with respect thereto, except as permitted by Section 4.4(d).

(h) The REIT shall not, and shall not permit any REIT Subsidiary to, terminate, waive, amend or modify any provision of (i) any standstill or confidentiality agreement, to which the REIT or any REIT Subsidiary is a party, except to allow the applicable party to make an Acquisition Proposal to the REIT Board or (ii) subject to Section 1.11, the Rights Plan.

Section 4.5 Resignations. The REIT shall use commercially reasonable efforts to obtain and deliver to the Purchaser at the Closing evidence reasonably satisfactory to the Purchaser of the resignation or removal effective as of the Effective Date as of the time specified in the Plan of Arrangement, of those trustees (or persons occupying similar positions in any limited liability company or other entity) and/or officers of the REIT or any REIT Subsidiary designated by the Purchaser to the REIT in writing at least three Business Days prior to the Effective Date. For the avoidance of doubt, the resignation or removal of any such officer of the REIT or any REIT Subsidiary shall not, in and of itself, constitute a resignation or termination of

such officer's employment with the REIT or any REIT Subsidiary, as applicable, for any purpose, and shall not affect any rights that such officer may have with respect to severance payments and benefits in the event of a termination of the officer's employment in connection with a change in control of the REIT or any REIT Subsidiary.

**Section 4.6 Public Announcements.** The REIT and the Purchaser shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement or the Arrangement and shall not issue any such press release or make any such public statement without the prior consent of the other Party; provided, however, that a Party may, without the prior consent of the other Party, issue such press release or make such public statement as may be required by applicable Law or the applicable rules of any stock exchange or quotation system if the Party issuing such press release or making such public statement has provided the other Party with an opportunity to review and comment (and the Parties shall cooperate as to the timing and contents of any such press release or public statement) upon any such press release or public statement; provided further that such consultation and consent shall not be required with respect to any release, communication or announcement in connection with an Adverse Recommendation Change made in accordance with this Agreement.

**Section 4.7 Trustees' and Officers' Indemnification.**

(a) From and after the Effective Time, the Purchaser shall cause the REIT to, to the fullest extent permitted by applicable Law, indemnify, defend and hold harmless each current or former trustee, director or officer of the REIT or any of the REIT Subsidiaries and each fiduciary under benefit plans of the REIT or any of the REIT Subsidiaries (each an "Indemnified Party") and collectively, the "Indemnified Parties") against (i) all losses, expenses (including reasonable attorneys' fees and expenses), judgments, fines, claims, damages or liabilities or, subject to the proviso of the next sentence, amounts paid in settlement, arising out of actions or omissions occurring at or prior to the Effective Time (and whether asserted or claimed prior to, at or after the Effective Time) to the extent that they are based on or arise out of the fact that such person is or was a trustee, director, officer or fiduciary under benefit plans, including payment on behalf of or advancement to the Indemnified Party of any expenses incurred by such Indemnified Party in connection with enforcing any rights with respect to such indemnification and/or advancement (the "Indemnified Liabilities"), and (ii) all Indemnified Liabilities to the extent they are based on or arise out of or pertain to the transactions contemplated by this Agreement, whether asserted or claimed prior to, at or after the Effective Time, and including any expenses incurred in enforcing such person's rights under this Section 4.7; provided, that (x) the REIT shall not be liable for any settlement effected without its prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed); and (y) except for legal counsel engaged for one or more Indemnified Parties on the date hereof, the REIT shall not be obligated under this Section 4.7(a) to pay the fees and expenses of more than one legal counsel (selected by a plurality of the applicable Indemnified Parties) for all Indemnified Parties in any jurisdiction with respect to any single legal action except to the extent that, on the advice of any such Indemnified Party's counsel, two or more of such Indemnified Parties shall have conflicting interests in the outcome of such action. In the event of any such loss, expense, claim, damage or liability (whether or not asserted before the Effective Time), the REIT shall pay the reasonable fees and expenses of counsel selected by the

Indemnified Parties promptly, and in any event within ten days, after statements therefor are received and otherwise advance to such Indemnified Party upon request, reimbursement of documented expenses reasonably incurred (provided that, if legally required, the person to whom expenses are advanced provides an undertaking to repay such advance if it is determined by a final and non-appealable judgment of a court of competent jurisdiction that such person is not legally entitled to indemnification under applicable Law).

(b) From and after the Closing, the Purchaser shall cause the REIT to maintain the REIT's officers', directors' and trustees' liability insurance policies (accurate and complete copies of which have been previously provided to the Purchaser) in effect on the date hereof (the "D&O Insurance") for a period of not less than six years after the Effective Date; provided that the REIT may substitute therefor policies of at least the same coverage and amounts containing terms no less advantageous to such former trustees, directors or officers so long as such substitution does not result in gaps or lapses of coverage with respect to matters occurring on or prior to the Effective Time; provided further that in no event shall the Purchaser or the REIT be required to pay annual premiums in the aggregate of more than an amount equal to 300% of the current annual premiums paid by the REIT for such insurance (the "Maximum Amount") to maintain or procure insurance coverage pursuant hereto; provided further that if the amount of the annual premiums necessary to maintain or procure such insurance coverage exceeds the Maximum Amount, the Purchaser shall cause the REIT to procure and maintain for such six-year period as much coverage as can be reasonably obtained for the Maximum Amount. The Purchaser shall have the option to cause coverage to be extended under the REIT's D&O Insurance by obtaining a six-year "tail" policy or policies on terms and conditions no less advantageous than the REIT's existing D&O Insurance, subject to the limitations set forth in the provisos above in this Section 4.7(b), and such "tail" policy or policies shall satisfy the provisions of this Section 4.7(b).

(c) The obligations of the Purchaser and the REIT under this Section 4.7 shall survive the Closing and the consummation of the Arrangement and shall not be terminated or modified in such a manner as to adversely affect any Indemnified Party to whom this Section 4.7 applies (it being expressly agreed that the Indemnified Parties to whom this Section 4.7 applies shall be third party beneficiaries of this Section 4.7, each of whom (including his or her heirs, executors or administrators and his or her Representatives, successors and assigns) may enforce the provisions of this Section 4.7) without the consent of the Indemnified Party (including the successors, assigns and heirs of such Indemnified Party) affected thereby. In the event that the REIT or any of its successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving company or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all its properties and assets to any Person, or if the Purchaser dissolves the REIT, then, and in each such case, the Purchaser shall cause proper provision to be made so that the successors and assigns of the REIT shall assume the obligations set forth in this Section 4.7.

(d) For a period of not less than six (6) years from the Effective Time, the REIT shall provide to the Indemnified Parties the same rights to exculpation, indemnification and advancement of expenses as provided to the Indemnified Parties under the provisions of the REIT's and the REIT Subsidiaries' charter, bylaws or similar organizational documents as in effect as of the date hereof and the REIT's charter, bylaws or similar

organizational documents shall not contain any provisions contradictory to such rights. The contractual indemnification rights set forth in Section 4.7(d) of the REIT Disclosure Letter in existence on the date of this Agreement with any of the current or former trustees, officers or employees of the REIT or any REIT Subsidiary shall be assumed by the REIT without any further action, and shall continue in full force and effect in accordance with their terms following the Effective Time.

(e) The provisions of this Section 4.7 are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person may have by contract or otherwise. Nothing in this Agreement, including this Section 4.7, is intended to, shall be construed to or shall release, waive or impair any rights to trustees' and officers' insurance claims under any policy that is or has been in existence with respect to the REIT, any REIT Subsidiaries or the Indemnified Parties, it being understood and agreed that the indemnification provided for in this Section 4.7 is not prior to, or in substitution for, any such claims under any such policies.

#### Section 4.8 Employee Matters.

(a) From the Effective Time until December 31, 2018, the Purchaser shall provide or cause its Subsidiaries to provide (i) to individuals who are employees of the REIT or any REIT Subsidiary immediately prior to the Effective Time and who continue employment with the Purchaser or any Subsidiary of the Purchaser following the Effective Time (including, upon their return to active employment, employees who are not actively at work on account of illness, disability or leave of absence) (each, a "Continuing REIT Employee"), aggregate total cash compensation opportunities that are substantially comparable to those provided to such Continuing REIT Employees immediately prior to the Effective Time, and (ii) to the Continuing REIT Employees other aggregate benefits (excluding, for the avoidance of doubt, equity-based benefits) that are substantially comparable, in the aggregate, to the other benefits (excluding, for the avoidance of doubt, equity-based benefits) provided to the Continuing REIT Employees, collectively, immediately prior to the Effective Time.

(b) With respect to each employee benefit plan, program, policy, agreement or other arrangement maintained by the Purchaser or its Subsidiaries following the Closing and in which any of the Continuing REIT Employees participate (each, a "Purchaser Plan"), and except to the extent necessary to avoid duplication of benefits, service with the REIT or any REIT Subsidiary and the predecessor of any of them shall be treated as service with the Purchaser or any of its Subsidiaries for purposes of determining eligibility to participate, vesting (if applicable) and entitlement to benefits including any paid time off and severance plans (but not for accrual of or entitlement to pension benefits, post-employment welfare benefits, special or early retirement programs, or similar plans which may be in effect from time to time), to the extent such service was recognized by the REIT or any REIT Subsidiary as of the date hereof. The Purchaser shall take all necessary actions so that each Continuing REIT Employee shall after the Effective Time continue to be credited with the unused paid time off credited to such employee through the Effective Time under the applicable paid time off policies of the REIT or any REIT Subsidiaries (subject to the same forfeiture conditions and accrual limits applicable prior to the Effective Time).



(c) The Purchaser shall, or shall cause its Subsidiaries, as the case may be, to (i) waive all limitations as to preexisting conditions, exclusions, actively at work requirements, waiting periods or any other restriction that would prevent immediate or full participation under the Purchaser Plans with respect to participation and coverage requirements applicable to all Continuing REIT Employees and their dependents under any Purchaser Plan that is a welfare plan that such Continuing REIT Employees may be eligible to participate in after the Effective Date, other than limitations, exclusions, actively at work requirements, waiting periods or other restrictions that are already in effect with respect to such employees and that have not been satisfied as of the Effective Date under any REIT Employee Benefit Plan and (ii) provide each such Continuing REIT Employee and his or her dependents with full credit for any co-payments and deductibles satisfied prior to the Effective Date for the plan year within which the Effective Time occurs in satisfying any applicable deductible or out-of-pocket requirements, and for any lifetime maximums, under any welfare plans that such employees are eligible to participate in after the Effective Date.

(d) Without limiting the generality of Section 7.6, no provision of this Section 4.8, express or implied, (i) is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person (including any Continuing REIT Employee and any dependent or beneficiary thereof) other than the Parties hereto and their respective successors and assigns, (ii) shall constitute an amendment of, or an undertaking to amend, any REIT Employee Benefit Plan or any employee benefit plan, program or arrangement maintained by the Purchaser or any of its Subsidiaries or (iii) is intended to prevent the Purchaser or any of its Subsidiaries from amending or terminating any REIT Employee Benefit Plan in accordance with its terms or terminating the employment of any Continuing REIT Employee.

#### Section 4.9 Notification of Certain Matters.

(a) The REIT shall give prompt notice to the Purchaser, and the Purchaser shall give prompt notice to the REIT, of any notice or other communication received by such Party or its Subsidiaries from any Governmental Entity in connection with this Agreement, the Arrangement or the other transactions contemplated by this Agreement, or from any Person alleging that the consent of such Person is or may be required in connection with the Arrangement or the other transactions contemplated by this Agreement.

(b) The Purchaser shall notify the REIT prior to making any request of another Person for any consents in connection with the transactions contemplated by this Agreement, the Purchaser's structuring in connection with the acquisition and/or the Purchaser's financing thereof, and shall keep the REIT reasonably informed of the status of such consents (including providing the REIT with copies of all material documentation and written correspondence in connection therewith). In connection with obtaining any such consents, the REIT shall promptly following the Purchaser's request deliver to the applicable Person a consent request prepared by the Purchaser in a form reasonably acceptable to the REIT. The REIT shall give prompt notice to the Purchaser of any notice or other communication received from any such Person whose consent is sought (including providing the Purchaser with copies of all material documentation and written correspondence in connection therewith).

(c) The REIT shall give prompt notice to the Purchaser, and the Purchaser shall give prompt notice to the REIT, if (i) any representation or warranty made by it contained in this Agreement becomes untrue or inaccurate such that the applicable closing conditions would reasonably be expected to be incapable of being satisfied by the Outside Date or (ii) it or CanCo SPV fails to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it under this Agreement; provided, however, that no such notification shall affect the representations, warranties, covenants or agreements of the Parties or the conditions to the obligations of the Parties under this Agreement and shall not limit or otherwise affect the remedies available hereunder to the Party receiving such notice.

Section 4.10 Distributions by the REIT. Subject to Section 1.10, during the Interim Period, the REIT may declare regular monthly distributions to REIT Unitholders made in conformity and consistency in all respects with the REIT's monthly distribution policies in effect as at December 31, 2017, including declaration, record and payment dates for determination of REIT Unitholders entitled to such distributions, but not to exceed \$0.026 per REIT Unit per month (each, a "Permitted Distribution"). The Purchaser shall cause the REIT or its dividend disbursing agent to pay to REIT Unitholders of record as of the record date, for any Unpaid Permitted Distribution, the full amount of such Unpaid Permitted Distribution on the applicable payment date.

#### Section 4.11 Taxes.

(a) REIT Matters. The REIT shall not take any action that would, or fail to take any action, the failure of which would, reasonably be expected to cause (i) the REIT to fail to qualify as a "real estate investment trust" or "mutual fund trust", each within the meaning of the Tax Act or (ii) each partnership and trust in which the REIT has a direct or indirect interest to fail to qualify as an "excluded subsidiary entity" as defined in section 122.1 of the Tax Act.

(b) U.S. REIT Matters. The REIT shall not take any action that would, or fail to take any action, the failure of which would, reasonably be expected to cause the U.S. REIT Subsidiary (i) to fail to qualify for taxation as a U.S. REIT for U.S. federal income tax purposes for its current taxable year and any other taxable year that includes the Effective Date, or (ii) to become liable for U.S. federal income Tax under section 857(b) or 4981 of the Code.

Section 4.12 Other Transactions. The Purchaser shall have the option, in its sole discretion and without requiring the further consent of any of the REIT, the REIT Board or any board of trustees, board of directors, unitholders, members or partners of the REIT or any of the REIT Subsidiaries, upon reasonable advance written notice to the REIT setting out a description of any requested Restructuring Transaction(s), to request that the REIT, immediately prior to the Closing, (a) convert or cause the conversion of one or more wholly-owned REIT Subsidiaries that are organized as corporations into limited liability companies and one or more REIT Subsidiaries that are organized as limited partnerships pursuant to the laws of any state of the United States into limited liability companies, on the basis of organizational documents as reasonably requested by the Purchaser, (b) sell or cause to be sold units, partnership interests, limited liability company interests or other equity interests owned, directly or indirectly, by the

REIT in one or more wholly-owned REIT Subsidiaries, or issue or cause to be issued units, partnership interests, limited liability company interests or other equity interests in a wholly-owned REIT Subsidiary, in each case at a price and on such other terms as designated by the Purchaser, (c) sell or cause to be sold any of the assets of the REIT or one or more wholly-owned REIT Subsidiaries at a price and on such other terms as designated by the Purchaser or exercise any right of the REIT or a REIT Subsidiary to terminate or cause to be terminated any Contract to which the REIT or a REIT Subsidiary is a Party and (d) contribute or caused to be contributed intercompany debt, assets or REIT Subsidiaries to one or more newly-formed REIT Subsidiaries (clauses (a), (b), (c) and (d) being “Restructuring Transactions”); provided, that (i) subject to clause (iv) below, the Restructuring Transactions shall be implemented immediately prior to, as close as possible to, or concurrent with the Closing, (ii) none of the Restructuring Transactions shall delay or prevent the Closing or be prejudicial to the Unitholders in any material respect, (iii) neither the REIT nor any of the REIT Subsidiaries shall be required to take any action in contravention of (A) any organizational document of the REIT or any of the REIT Subsidiaries, (B) any REIT Material Contract, or (C) applicable Law, (iv) any such Restructuring Transactions shall be contingent upon all of the conditions set forth in Article V having been satisfied (or, with respect to Section 5.2, waived) and receipt by the REIT of a written notice from the Purchaser to such effect and that the Purchaser is prepared to proceed immediately with the Closing and any other evidence reasonably requested by the REIT that the Closing will occur (it being understood that in any event the Restructuring Transactions will be deemed to have occurred prior to the Closing), (v) such actions (or the inability to complete the Restructuring Transactions) shall not affect or modify in any respect the obligations of the Purchaser under this Agreement, including the amount of, or timing of, payment of the Consideration, (vi) neither the REIT nor any of the REIT Subsidiaries shall be required to take any such action that could adversely affect the classification of the U.S. REIT Subsidiary as a U.S. REIT or could subject the U.S. REIT Subsidiary to any “prohibited transactions” taxes or other material Taxes under Code Sections 857(b), 860(c) or 4981 and (vii) neither the REIT nor any of the REIT Subsidiaries shall be required to take any such action that could result in an amount of Taxes being imposed on, or other adverse Tax consequences to, any Unitholder or holder of Deferred Units, Restricted Units or Unit Options unless the REIT consents to such transaction and such Persons are indemnified by the Purchaser for such incremental Taxes. Any Restructuring Transactions shall be undertaken in the manner (including in the order) specified by the Purchaser. Without limiting the foregoing, none of the representations, warranties or covenants of the REIT or any of the REIT Subsidiaries shall be deemed to apply to, or deemed breached or violated by, any of the Restructuring Transactions. The Purchaser shall, promptly upon request by the REIT, reimburse the REIT for all reasonable out-of-pocket costs incurred by the REIT or the REIT Subsidiaries in performing their obligations under this Section 4.12, and the Purchaser shall indemnify and hold harmless the REIT and the REIT Subsidiaries for any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by the REIT or any of the REIT Subsidiaries arising therefrom (and in the event the Arrangement and the other transactions contemplated by this Agreement are not consummated, the Purchaser shall promptly reimburse the REIT for any reasonable out-of-pocket costs incurred by the REIT or the REIT Subsidiaries not previously reimbursed).

#### Section 4.13 Cooperating Regarding Existing Loans.

(a) Promptly following the Purchaser's request, the REIT shall deliver to each of its and the REIT Subsidiaries' lenders under the Existing Loan Documents (and any other Party whose consent is required under the Existing Loan Documents) (the "Existing Lenders") a notice prepared by the Purchaser, in form and substance reasonably approved by the REIT, requesting that such Existing Lender deliver to the Purchaser a written statement or documents (the "Assumption Documents") (i) confirming (A) that, other than the Existing Loan Documents, there are no documents or agreements to which the REIT or any of the REIT Subsidiaries is currently bound in favour of such Existing Lender with respect to the Existing Indebtedness, (B) the amount of the Existing Indebtedness, (C) the date to which interest and principal has been paid, and (D) the amount of any escrows being held by such Existing Lender under the Existing Loan Documents; and (ii) consenting to (A) the assumption of the Existing Indebtedness and the consummation of the Arrangement and the other transactions contemplated by this Agreement, and (B) to the modifications of the Existing Loan Documents that the Purchaser may reasonably request after the date hereof; provided that the REIT shall be informed of any such request or modification; provided, further, that, in the event the Purchaser requests Assumption Documents in accordance with this Section 4.13, (x) the consummation of the Arrangement shall not be conditioned on, or delayed or postponed as a result of the receipt of (or failure to receive) such Assumption Documents from all or any portion of the Existing Lenders and (y) the Assumption Documents will be effective as of or immediately prior to and conditioned on the occurrence of the Closing. Without limiting the foregoing, in connection with any indebtedness that the Purchaser intends not to repay or cause the REIT or any of its Subsidiaries not to repay at the Closing, the REIT and each of the REIT Subsidiaries shall reasonably cooperate with the Purchaser in connection with maintaining such continuing indebtedness. In furtherance of the foregoing, at the option of the Purchaser, (1) the Purchaser shall have the right to approach any such lender regarding maintaining the indebtedness (provided that the REIT is provided a reasonable opportunity to participate in the discussions and the Purchaser shall provide the REIT with updates on the status of discussions upon the REIT's reasonable request) and make all determinations and decisions regarding such indebtedness and any payment of costs or fees relating thereto and (2) the REIT shall provide the Purchaser with reasonable access to any such lender and shall, if required by the Purchaser, provide reasonable cooperation in connection with such indebtedness, in each case, in the same manner and with the same conditions as provided in Section 4.14(a).

(b) The Purchaser shall pay all fees and expenses payable in connection with the Assumption Documents, including premiums for any endorsements to or re-date of the title insurance policy previously issued to the Existing Lenders, servicing fees, rating agency fees, assignment and assumption fees, attorneys' fees and disbursements and processing fees required to be paid to the Existing Lenders as a condition to issuance of the Assumption Documents (collectively, the "Assumption Expenses"). If applicable, the Purchaser shall, promptly upon request by the REIT, reimburse the REIT for any reasonable out-of-pocket Assumption Expenses incurred by the REIT or any of the REIT Subsidiaries in connection with such cooperation under this Section 4.13.

#### Section 4.14 Financing.

(a) Subject to applicable Law, prior to the Closing, the REIT shall, and shall cause the REIT Subsidiaries to, and shall use commercially reasonable efforts to, cause its and the REIT Subsidiaries' Representatives to, provide all cooperation reasonably requested in writing by the Purchaser in connection with the Purchaser arranging financing with respect to the REIT, the REIT Subsidiaries or the REIT Real Properties effective as of or after (and conditioned on the occurrence of) the Closing (collectively, the "Financing"), including using commercially reasonable efforts to (i) furnish such financial, statistical and other pertinent information and projections relating to the REIT and the REIT Subsidiaries as may be reasonably requested by the Purchaser, within the REIT's and the REIT Subsidiaries' control and customarily prepared by or for the REIT or the REIT Subsidiaries in the ordinary course of business, (ii) make appropriate officers of the REIT and the REIT Subsidiaries available at reasonable times for a reasonable number of due diligence meetings and for participation in a reasonable number of meetings, presentations, road shows and sessions with rating agencies and prospective sources of financing, (iii) assist the Purchaser and its financing sources with the preparation of materials for rating agency presentations, offering documents, private placement memoranda, bank information memoranda, prospectuses and similar documents necessary, proper or advisable in connection with the Financing, (iv) reasonably cooperate with the marketing efforts of the Purchaser and its financing sources for any Financing to be raised by the Purchaser to complete the Arrangement and the other transactions contemplated by this Agreement, (v) provide and execute documents as may be reasonably requested by the Purchaser and reasonably acceptable to the REIT in connection with such Financing, including all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations (provided, that neither the REIT nor any REIT Subsidiary shall be required to enter into any agreement related to any Financing that is not effective as of or immediately prior to and conditioned on the occurrence of the Closing), (vi) as may be reasonably requested by the Purchaser, following the obtainment of the REIT Unitholder Approval, form new direct or indirect REIT Subsidiaries pursuant to documentation reasonably satisfactory to the Purchaser and the REIT, (vii) as may be reasonably requested by the Purchaser, following the obtainment of the REIT Unitholder Approval and provided such actions would not adversely affect the Tax status of the REIT or REIT Subsidiaries or cause the REIT to be subject to additional Taxes that are not indemnified by the Purchaser under the last sentence of this Section 4.14(a), transfer or otherwise restructure its ownership of existing REIT Subsidiaries, properties or other assets, in each case, pursuant to documentation reasonably satisfactory to the Purchaser and the REIT, (viii) provide timely access to diligence materials, appropriate personnel and properties during normal business hours and on reasonable advance notice to allow sources of financing and their representatives to complete all reasonable due diligence, (ix) provide assistance with respect to the review and granting of mortgages and other security interests in collateral for the Financing; attempting to obtain any consents associated therewith; obtaining customary mortgage, security and guarantee terminations and instruments of discharge required to be delivered; and taking all corporate or other organizational action reasonably necessary to permit the consummation of the Financing, (x) to the extent reasonably requested by a lender, attempt to obtain estoppels and certificates from tenants, lenders, managers, franchisors, ground lessors and counterparties to REAs in form and substance reasonably satisfactory to any potential lender, (xi) cooperate in connection with the repayment or defeasance of any existing indebtedness of the REIT or any REIT Subsidiaries

as of the Closing and the release of related liens, including delivering such payoff, defeasance or similar notices under any existing loans of the REIT or any of REIT Subsidiaries as reasonably requested by the Purchaser, (xii) to the extent requested by the Purchaser, obtain accountants' comfort letters and consents to the use of accountants' audit reports relating to the REIT and the REIT Subsidiaries and (xiii) subject to the requirements of any applicable lease (including any ground lease), to the extent reasonably requested by a lender, permit the Purchaser and its Representatives to conduct appraisal and environmental and engineering inspections of each real estate property owned and, subject to obtaining required third party consents with respect thereto (which the REIT shall use reasonable efforts to obtain), leased by the REIT or any of the REIT Subsidiaries (provided, however, that (A) neither the Purchaser nor its Representatives shall have the right to take and analyze any samples of any environmental media (including soil, groundwater, surface water, air or sediment) or any building material or to perform any invasive testing procedure on any such property, (B) the Purchaser shall schedule and coordinate all inspections with the REIT in accordance with Section 4.2(a), and (C) the REIT shall be entitled to have representatives present at all times during any such inspection); provided, however, that nothing herein shall require such cooperation to the extent it would unreasonably interfere with the business or operations of the REIT or the REIT Subsidiaries or require the REIT to agree to pay any fees, reimburse any expenses, or give any indemnities prior to the Closing (except those fees and expenses that the REIT is or will be reimbursed for by the Purchaser). None of the representations, warranties or covenants of the REIT set forth in this Agreement shall be deemed to apply to, or deemed breached or violated by, any of the actions taken by the REIT at the request of the Purchaser set forth in this Section 4.14(a). The Purchaser shall, promptly upon request by the REIT, reimburse the REIT for all reasonable out-of-pocket costs (including reasonable legal fees and disbursements) incurred by the REIT or the REIT Subsidiaries in performing their obligations under this Section 4.14(a), and indemnify the REIT and the REIT Subsidiaries for any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by the REIT or any of the REIT Subsidiaries arising therefrom (and in the event the Arrangement and the other transactions contemplated by this Agreement are not consummated, the Purchaser shall promptly reimburse the REIT for any reasonable out-of-pocket costs incurred by the REIT or the REIT Subsidiaries not previously reimbursed).

(b) Except as provided in the proviso to Section 4.2(b), all non-public or otherwise confidential information regarding the REIT obtained pursuant to Section 4.14(a) by the Purchaser or its Representatives shall be kept confidential in accordance with the Confidentiality Agreement.

Section 4.15 Transfer Rights. The REIT shall not, and shall not permit any REIT Subsidiary to, exercise, or authorize the exercise of, any Transfer Rights. In the event a notice exercising a Transfer Right is received by the REIT or any REIT Subsidiary from a Third Party (a "Transfer Right Notice"), the REIT shall provide the Purchaser with prompt written notice of such exercise, together with the Transfer Right Notice and all underlying documentation received by the REIT or the applicable REIT Subsidiary relating to same. The REIT shall, and shall cause the applicable REIT Subsidiary to, respond to the Transfer Right Notice in accordance with the reasonable directions of the Purchaser, to the extent such directions are consented to by the REIT (not to be unreasonably withheld, conditioned or delayed), and shall take all reasonable actions in connection therewith as the Purchaser shall reasonably request, to

the extent such actions are consented to by the REIT (not to be unreasonably withheld, conditioned or delayed).

Section 4.16 Covenants of the Purchaser Relating to Incentive Awards. At the written request of the Purchaser, the REIT shall take such commercially reasonable actions as are necessary under the terms of the REIT Employee Share Plans and the Plan of Arrangement, to facilitate the surrender and termination of all Deferred Units, Restricted Units, Unit Options at or prior to the Effective Time on the terms contemplated in the Plan of Arrangement. The Purchaser acknowledges and agrees that the Purchaser, the REIT or any other Person that makes a payment to a holder of Unit Options in connection with the surrender or termination of the Unit Options that give rise to Tax under the Tax Act will forego that portion of the income Tax deduction under the Tax Act that is attributable to such payment and will comply with the requirements described in subsection 110(1.1) of the Tax Act, including delivering written notice of such election to each such holder or former holder in accordance with the requirements set out in the Tax Act.

## ARTICLE V.

### CONDITIONS TO CONSUMMATION OF THE ARRANGEMENT

Section 5.1 Conditions to Each Party's Obligations to Effect the Arrangement. The respective obligations of each Party hereto to consummate the Arrangement are subject to the fulfillment at or prior to the Effective Date of each of the following conditions, any or all of which may be waived in whole or in part by the Party or Parties being benefited thereby (which waiver shall be in such Party's sole discretion), to the extent permitted by applicable Law:

(a) REIT Unitholder Approval. The REIT shall have obtained the REIT Unitholder Approval.

(b) No Injunctions, Orders or Restraints; Illegality. No Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law or order (whether temporary, preliminary or permanent) which is then in effect and has the effect of making the Arrangement illegal or otherwise restricting, preventing or prohibiting consummation of the Arrangement.

(c) Regulatory Approvals. Each of the Competition Act Approval and Investment Canada Act Approval shall have been obtained.

(d) Interim Order; Final Order. The Interim Order and the Final Order shall each have been obtained on terms consistent with this Agreement and in form and substance acceptable to each of the Purchaser and the REIT, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to either the Purchaser or the REIT, each acting reasonably, on appeal or otherwise.

Section 5.2 Conditions to the Obligations of the Purchaser. The obligations of the Purchaser to effect the Arrangement are further subject to the satisfaction of the following conditions, any one or more of which may be waived in whole or in part by the Purchaser at or prior to the Effective Date:

(a) Representations and Warranties. (i) Except for the representations and warranties referred to in clauses (ii) and (iii) below, each of the representations and warranties of the REIT contained in this Agreement shall be true and correct (determined without regard to any qualification by any of the terms “material” or “REIT Material Adverse Effect” therein) as of the date hereof and as of the Effective Date as though made on and as of the Effective Date (except to the extent a representation or warranty is made as of a specific date, in which case such representation or warranty shall be true and correct at and as of such date, without regard to any such qualifications therein), except where the failure of such representations and warranties to be true and correct has not had, or would not, individually or in the aggregate, reasonably be expected to have a REIT Material Adverse Effect, (ii) the representations and warranties of the REIT contained in Section 2.2 (other than clauses (c), (e) and (f) thereof) (Capitalization) shall be true and correct in all material respects as of the date hereof and as of the Effective Date as though made on and as of the Effective Date (except to the extent a representation or warranty is made as of a specific date, in which case such representation or warranty shall be true and correct in all material respects at and as of such date) and (iii) the representations and warranties of the REIT contained in Section 2.7(b) shall be true and correct in all respects as of the date hereof and as of the Effective Date as though made on and as of the Effective Date (except to the extent a representation or warranty is made as of a specific date, in which case such representation or warranty shall be true and correct in all material respects at and as of such date). The Purchaser shall have received a certificate signed on behalf of the REIT, dated as of the Effective Date, to the foregoing effect.

(b) Performance and Obligations of the REIT. Each of the REIT and CanCo SPV shall have performed or complied in all material respects with all obligations, agreements and covenants required by this Agreement to be performed by it or complied with on or prior to the Effective Date. The Purchaser shall have received a certificate signed on behalf of the REIT, dated as of the Effective Date, to the foregoing effect.

(c) REIT Opinion. Each of BPP Pristine U.S. LLC and the U.S. REIT Subsidiary shall have received a tax opinion of KPMG LLP, tax counsel to the REIT, or such other law firm as may be reasonably approved by Purchaser, dated as of the Effective Date in the form of Exhibit A attached hereto (the “REIT Opinion”) (and in the case of such other law firm rendering such opinion, in the form of such other law firm’s standard REIT opinion reasonably satisfactory to Purchaser), which opinion concludes (subject to customary assumptions, qualifications and representations, including representations made by the U.S. REIT Subsidiary and its Subsidiaries) that the U.S. REIT Subsidiary has been organized and operated in conformity with the requirements for qualification and taxation as a U.S. REIT under the Code for all taxable periods commencing with the U.S. REIT Subsidiary’s taxable year ended December 31, 2014 through and including the Effective Date.

(d) Absence of Material Adverse Change. From the date of this Agreement through the Effective Date, there shall not have occurred a change, event, state of facts or development that has had or would reasonably be expected to have, individually or in the aggregate, a REIT Material Adverse Effect.



(e) Dissent. The number of REIT Units held by REIT Unitholders that have validly exercised Dissent Rights shall not exceed 10% of the REIT Units issued and outstanding as of the date hereof.

Section 5.3 Conditions to Obligations of the REIT. The obligations of the REIT to effect the Arrangement are further subject to the satisfaction of the following conditions, any one or more of which may be waived in whole or in part by the REIT at or prior to the Effective Date:

(a) Representations and Warranties. Each of the representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects as of the date hereof and as of the Effective Date as though made on and as of the Effective Date (except to the extent a representation or warranty is made as of a specific date, in which case such representation or warranty shall be true and correct in all material respects at and as of such date). The REIT shall have received a certificate signed on behalf of the Purchaser, dated as of the Effective Date, to the foregoing effect.

(b) Performance and Obligations of the Purchaser. The Purchaser shall have performed or complied in all material respects with all obligations, agreements and covenants required by this Agreement to be performed by it or complied with on or prior to the Effective Date. The REIT shall have received a certificate signed on behalf of the Purchaser, dated as of the Effective Date, to the foregoing effect.

Section 5.4 Frustration of Closing Conditions. No Party may rely, either as a basis for not consummating the Arrangement or the other transactions contemplated hereby or terminating this Agreement and abandoning the Arrangement, on the failure of any condition set forth in this Article V to be satisfied if such failure was caused by such Party's failure to act in good faith or to use commercially reasonable efforts to consummate the Arrangement and the other transactions contemplated hereby.

## ARTICLE VI.

### TERMINATION

Section 6.1 Termination. This Agreement may be terminated and abandoned at any time prior to the Effective Date, whether before or after the receipt of the REIT Unitholder Approval:

(a) by the mutual written consent of the Purchaser and the REIT; or

(b) by either of the REIT, on the one hand, or the Purchaser, on the other hand, by written notice to the other, if:

(i) any Governmental Entity of competent authority shall have issued an order, decree or ruling or taken any other action in each case permanently restraining, enjoining or otherwise prohibiting the Arrangement substantially on the terms contemplated by this Agreement and such order, decree, ruling or other action shall have become final and non-appealable; provided, that the right to terminate this Agreement under this Section 6.1(b)(i) shall

not be available to a Party if the issuance of such final, non-appealable order, decree or ruling or taking of such other action was primarily due to the failure of the REIT or CanCo SPV, in the case of termination by the REIT, or the Purchaser, in the case of termination by the Purchaser, to perform any of its obligations under this Agreement; or

(ii) the Arrangement shall not have been consummated on or before July 9, 2018 (the “Outside Date”); provided, however, that the right to terminate this Agreement pursuant to this Section 6.1(b)(ii) shall not be available to the REIT, if the REIT or CanCo SPV, or to the Purchaser, if the Purchaser, shall have breached in any material respect its obligations under this Agreement in any manner that shall have caused or resulted in the failure to consummate the Arrangement on or before such date; or

(iii) the REIT Unitholder Approval shall not have been obtained as required by the Interim Order at a duly held Unitholders’ Meeting or any adjournment or postponement thereof at which the Arrangement Resolution is voted upon; or

(c) by written notice from the REIT to the Purchaser, if:

(i) prior to obtaining the REIT Unitholder Approval, the REIT Board effects an Adverse Recommendation Change in accordance with Section 4.4(d) in connection with a Superior Proposal and the REIT Board has approved, and concurrently with the termination hereunder, the REIT enters into, a definitive agreement providing for the implementation of a Superior Proposal; but only if the REIT is not then in breach of Section 4.4, provided that such termination shall not be effective until the REIT has paid the REIT Termination Fee in accordance with Section 6.3(b); or

(ii) the Purchaser shall have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Agreement such that a condition set forth in Section 5.3(a) or (b) becomes incapable of being satisfied by the Outside Date, provided that neither the REIT nor CanCo SPV shall have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Agreement in any material respect; or

(iii) (A) all of the conditions set forth in Section 5.1 and Section 5.2 shall have been satisfied or waived by the Purchaser (other than those conditions that by their nature are to be satisfied at the Closing; provided that such conditions to be satisfied at the Closing would be satisfied as of the date of the notice referenced in clause (B) of this Section 6.1(c)(iii) if the Closing were to occur on the date of such notice), (B) on or after the date the Closing should have occurred pursuant to Section 1.7, the REIT has delivered written notice to the Purchaser to the effect that all of the conditions set forth in Section 5.1 and Section 5.2 have been satisfied or waived by the Purchaser (other than those conditions that by their nature are to be satisfied at the Closing; provided that such conditions to be satisfied at the Closing would be satisfied as of the date of such notice if the Closing were to occur on the date of such notice) and the REIT is prepared to consummate the Closing, and (C) the Purchaser fails to consummate the Closing on or before the third Business Day after delivery of the notice referenced in clause (B) of this Section 6.1(c)(iii), and the REIT was prepared to consummate the Closing during such three Business Day period; or

(d) by written notice from the Purchaser to the REIT, if:

(i) the REIT or CanCo SPV shall have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Agreement such that a condition set forth in Section 5.2(a) or (b) becomes incapable of being satisfied by the Outside Date, provided that the Purchaser shall not have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Agreement in any material respect;

(ii) (A) the REIT Board shall have effected, or resolved to effect, an Adverse Recommendation Change, (B) the REIT shall have failed to publicly recommend against any take-over bid that constitutes an Acquisition Proposal (including, for these purposes, by taking no position with respect to the acceptance of such take-over bid by the REIT's unitholders) within ten (10) Business Days after the commencement of such Acquisition Proposal, (C) the REIT Board shall have failed to publicly reaffirm the REIT Board Recommendation within ten (10) Business Days after the date an Acquisition Proposal shall have been publicly announced (or if the Unitholders' Meeting is scheduled to be held within ten (10) Business Days from the date an Acquisition Proposal is publicly announced, promptly and in any event not less than two Business Days prior to the date on which the Unitholders' Meeting is scheduled to be held (taking into account any postponement or adjournment thereof in accordance with this Agreement)) or (D) the REIT enters into an Alternative Acquisition Agreement (other than an Acceptable Confidentiality Agreement entered into in compliance with Section 4.4); or

(iii) there has occurred a REIT Material Adverse Effect which is incapable of being cured on or prior to the Outside Date.

Section 6.2 Effect of the Termination. In the event of termination of this Agreement by either the REIT or the Purchaser as provided in Section 6.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of the Purchaser, the REIT or their respective affiliates or Representatives, relating to, based on or arising under or out of this Agreement, the transactions contemplated hereby or the subject matter hereof (including the negotiation and performance of this Agreement), except (i) as provided in Section 4.2(b), this Section 6.2, Section 6.3, Section 6.4 and Article VII, the provisions relating to the payment and reimbursement of Assumption Expenses in Section 4.13(b) and the indemnification, payment and reimbursement provisions contained in the last sentence of Section 4.12 or the last sentence of Section 4.14(a), (ii) the Guaranty and the Confidentiality Agreement (provided that, with respect to the Confidentiality Agreement, the Purchaser shall be treated as if it were a party thereto to the same extent as Blackstone Real Estate Advisors L.P.) shall each continue in full force and effect in accordance with their respective terms and (iii) subject to Section 7.8, nothing herein shall relieve any Party from any liability for any willful or intentional breach by a Party of any of its representations, warranties, covenants or agreements set forth in this Agreement.

Section 6.3 Fees and Expenses.

(a) Except as otherwise set forth in this Agreement, whether or not the Arrangement is consummated, all expenses incurred in connection with this Agreement and the other transactions contemplated hereby shall be paid by the Party incurring such expenses.

(b) In the event that this Agreement is terminated

(i) by the Purchaser pursuant to Section 6.1(d)(ii),

(ii) by the REIT pursuant to Section 6.1(c)(i), or

(iii) (A) by the REIT or the Purchaser pursuant to Section 6.1(b)(ii) or Section 6.1(b)(iii) or by the Purchaser pursuant to Section 6.1(d)(i) and (B)(x) an Acquisition Proposal shall have been received by the REIT or its Representatives or any Person shall have publicly proposed or publicly announced an intention (whether or not conditional) to make an Acquisition Proposal (and, in the case of a termination pursuant to Section 6.1(b)(iii), such Acquisition Proposal or publicly proposed or announced intention shall have been made prior to the Unitholders' Meeting) and (y) within 12 months after a termination referred to in this Section 6.3(b)(iii) (I) the REIT enters into a definitive agreement relating to, or consummates, any Acquisition Proposal (with, for purposes of this clause (y), the references to "15%" in the definition of "Acquisition Proposal" being deemed to be references to "50%"),

then the REIT shall pay as directed by the Purchaser an amount equal to seventy-seven million dollars (\$77,000,000) (the "REIT Termination Fee"), less any Expense Amount previously paid, by wire transfer of same day funds to an account designated by the Purchaser, (1) in the case of a payment as a result of any event referred to in Section 6.3(b)(i), within two Business Days after the date of such termination by the Purchaser, (2) in the case of a payment as a result of any event referred to in Section 6.3(b)(ii), prior to or concurrently with such termination by the REIT and (3) in the case of a payment as a result of any event referred to in Section 6.3(b)(iii), within two Business Days after the earlier of entering into a definitive agreement relating to the Acquisition Proposal referred to in clause (y) of Section 6.3(b)(iii) and consummation of such Acquisition Proposal. For the avoidance of doubt, in no event shall the REIT be obligated to pay the REIT Termination Fee on more than one occasion.

(c) In the event that this Agreement is terminated by the REIT pursuant to Section 6.1(c)(ii) or Section 6.1(c)(iii),

then the Purchaser shall pay or cause to be paid to the REIT an amount equal to the Purchaser Termination Fee by wire transfer of same day funds to an account designated by the REIT promptly but in no event later than three Business Days after such termination. The "Purchaser Termination Fee" shall be an amount equal to two hundred and twenty million dollars (\$220,000,000).

(d) In the event that this Agreement is terminated (A) by the REIT or the Purchaser pursuant to Section 6.1(b)(ii) or Section 6.1(b)(iii) or by the Purchaser pursuant to

Section 6.1(d)(i) and (B) an Acquisition Proposal shall have been received by the REIT or its Representatives or any Person shall have publicly proposed or publicly announced an intention (whether or not conditional) to make an Acquisition Proposal (and, in the case of a termination pursuant to Section 6.1(b)(iii), such Acquisition Proposal or publicly proposed or announced intention shall have been made prior to the Unitholders' Meeting), then the REIT shall pay or cause to be paid to the Purchaser an amount equal to the Purchaser's reasonable, actual and documented out-of-pocket expenses incurred prior to the termination of this Agreement, up to a maximum amount equal to five million dollars (\$5,000,000) (the "Expense Amount") by wire transfer of same day funds to an account designated by the Purchaser promptly but in no event later than two Business Days after the date of such termination.

(e) The REIT and the Purchaser agree that the agreements contained in this Section 6.3 are an integral part of the transactions contemplated by this Agreement and that neither the REIT Termination Fee nor the Expense Amount is a penalty, but rather is liquidated damages in a reasonable amount that will compensate the Purchaser, in the circumstances in which the REIT Termination Fee or the Expense Amount is payable for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Arrangement, which amount would otherwise be impossible to calculate with precision. If the Purchaser receives the full payment of the REIT Termination Fee from the REIT pursuant to Section 6.3(b) (less any Expense Amount previously received pursuant to Section 6.3(d)) under circumstances where a REIT Termination Fee was payable, the receipt by the Purchaser of the REIT Termination Fee shall be the sole and exclusive remedy for any and all losses or damages suffered by the Purchaser or any of its affiliates or Representatives in connection with this Agreement (and the termination hereof), the Arrangement and the other transactions contemplated hereby (and the abandonment thereof) or any matter forming the basis for such termination. In the event that the Purchaser or the REIT, as the case may be, is required to commence litigation to seek all or a portion of the amounts payable under this Section 6.3, and it prevails in such litigation, it shall be entitled to receive, in addition to all amounts that it is otherwise entitled to receive under this Section 6.3, all reasonable expenses (including attorneys' fees) which it has incurred in enforcing its rights hereunder.

#### Section 6.4 Payment of Amount or Expense.

(a) In the event that the Purchaser is obligated to pay the Purchaser Termination Fee pursuant to Section 6.3(c) (the "Section 6.3 Amount"), the Purchaser shall pay to the REIT from the applicable Section 6.3 Amount deposited into escrow, if any, in accordance with the next sentence, an amount equal to the lesser of (A) the Section 6.3 Amount and (B) the maximum amount that can be paid to the REIT without causing the REIT to fail to qualify as a "real estate investment trust" within the meaning of the Tax Act in the taxation year of the REIT of such payment (the "Relevant Taxation Year"), as determined by the REIT's independent certified public accountants or outside counsel. To secure the Purchaser's obligation to pay these amounts, the Purchaser shall deposit into escrow an amount in cash equal to the Section 6.3 Amount with an escrow agent selected by the REIT and on such terms (subject to Section 6.4(b)) as shall be mutually agreed upon by the REIT, the Purchaser and the escrow agent as reflected in an escrow agreement among such Parties, provided that the payment or deposit into escrow shall be at the REIT's option. The payment or deposit into

escrow of the Section 6.3 Amount pursuant to this Section 6.4(a) shall be made at the time the Purchaser is obligated to pay the REIT such amount pursuant to Section 6.3(c) by wire transfer of same day funds.

(b) The escrow agreement shall provide that the Section 6.3 Amount in escrow or any portion thereof shall not be released to the REIT unless the escrow agent receives a letter from the REIT's independent certified public accountants or outside counsel indicating the maximum amount that can be paid by the escrow agent to the REIT without causing the REIT to fail to qualify as a "real estate investment trust" within the meaning of the Tax Act in the Relevant Taxation Year, in which case the escrow agent shall release such amount to the REIT. The Purchaser shall be deemed to have satisfied its obligations pursuant to this Section 6.4 so long as it deposits into escrow the Section 6.3 Amount, notwithstanding any delay or reduction in payment to the REIT, and shall have no further liability with respect to payment of the Section 6.3 Amount. The portion of Section 6.3 Amount that remains unpaid as of the end of a taxation year of the REIT shall be paid as soon as possible during the following taxation year of the REIT, subject to the foregoing limitations of this Section 6.4. The REIT shall fully indemnify the Purchaser and hold the Purchaser harmless from and against any liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by it resulting directly or indirectly from the escrow agreement.

## ARTICLE VII.

### MISCELLANEOUS

Section 7.1 Nonsurvival of Representations and Warranties. None of the representations, warranties, covenants or agreements in this Agreement or in any certificate, exhibit, schedule or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants or agreements, shall survive beyond the Closing, except for those covenants and agreements contained herein and therein that by their terms apply or are to be performed in whole or in part after the Closing (including the covenants and agreements in Section 4.7, Section 4.8, and this Article VII).

#### Section 7.2 Entire Agreement; Assignment.

(a) This Agreement (including the exhibits, schedules and other documents delivered pursuant hereto) constitutes, together with the Guaranty and the Confidentiality Agreement, the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof.

(b) Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or transferred, in whole or in part, by operation of Law (including by merger or consolidation) or otherwise by any of the Parties hereto without the prior written consent of the other Parties; provided, however, that, prior to the mailing of the REIT Circular to the REIT Unitholders, the Purchaser may designate, by written notice to the REIT, one or more wholly owned direct or indirect Subsidiaries to be a party to the Arrangement in lieu of the Purchaser, in which event, all references herein to the Purchaser shall

be deemed references to such other Subsidiary, except that all representations and warranties made herein with respect to the Purchaser as of the date of this Agreement shall be deemed representations and warranties made with respect to such other Subsidiary as of the date of such designation; provided, further, that any such designation shall not impede or delay the consummation of the transactions contemplated by this Agreement. Any assignment in violation of this Section 7.2(b) shall be void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

Section 7.3 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made (a) as of the date delivered if delivered personally and (b) on the next Business Day if (i) sent by facsimile (providing confirmation of transmission), (ii) sent by email of a .pdf attachment or (iii) sent by prepaid overnight carrier (providing proof of delivery), to the Parties at the following addresses or facsimile numbers (or at such other addresses or facsimile numbers as shall be specified by the Parties by like notice):

(a) if to the Purchaser:

BPP Pristine Holdings ULC  
c/o The Blackstone Group  
345 Park Avenue  
New York, NY 10154

Attention: Tyler Henritze  
Facsimile: (212) 583-5712  
Email: Henritze@blackstone.com

with a copy (for informational purposes only) to:

Simpson Thacher & Bartlett LLP  
425 Lexington Ave.  
New York, NY 10017

Attention: Brian M. Stadler, Esq.  
Facsimile: (212) 455-2502  
Email: bstadler@stblaw.com

with a copy (for informational purposes only) to:

Osler, Hoskin & Harcourt LLP  
1 First Canadian Place, Suite 6200  
Toronto, Ontario M5X 1B8

Attention: Emmanuel Pressman, Esq.  
Facsimile: (416) 862-6666  
Email: epressman@osler.com

(b) if to the REIT:

Pure Industrial Real Estate Trust  
121 King Street West, Suite 2100  
Toronto, Ontario M5H 3T9

Attention: Kevan Gorrie  
Facsimile: (416) 598-0435  
Email: kgorrie@piret.ca

with a copy (for informational purposes only) to:

Goodmans LLP  
333 Bay Street, Suite 3400  
Toronto, Ontario M5H 2S7

Attention: Stephen Halperin and Chris Sunstrum  
Facsimile: (416) 979-1234  
Email: shalperin@goodmans.ca and csunstrum@goodmans.ca

or to such other address as the Person to whom notice is given may have previously furnished to the other in writing in the manner set forth above.

Section 7.4 Governing Law and Venue; Waiver of Jury Trial.

(a) This Agreement and all disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the Laws of the Province of Ontario; provided that (i) all matters related to the REIT Board's "fiduciary duties" shall be to the duties set forth in section 4.6 of the Declaration of Trust, as interpreted under the Laws of the Province of British Columbia, and (ii) all matters related to the effectuation of the Arrangement shall be governed by the Laws of the Province of British Columbia, in all cases, without regard to its rules of conflict of Laws.

(b) Each of the Parties hereto hereby (i) irrevocably submits to and agrees to be subject to the personal jurisdiction of the Superior Court of Justice (Commercial List) of the Province of Ontario (the "Chosen Court"), for the purpose of any claim, action, suit or proceeding (whether based in contract, tort or otherwise), directly or indirectly, arising out of or relating to this Agreement or the actions of the Parties hereto in the negotiation, administration, performance and enforcement thereof, (ii) irrevocably agrees that all such claims, actions, suits or proceedings may and shall be brought before, and determined by, the Chosen Court, (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iv) agrees that it will not (except for a suit on the judgment as expressly permitted by Section 7.4(d)) bring any claim, action, suit or proceeding relating to this Agreement or the transactions contemplated by this Agreement in any court other than the Chosen Court.



(c) Each of the Parties hereto irrevocably consents to the service of the summons and complaint and any other process in any other claim, suit, action or proceeding relating to the transactions contemplated by this Agreement, on behalf of itself or its property, in the manner provided by Section 7.3 and nothing in this Section 7.4 shall affect the right of any Party hereto to serve legal process in any other manner permitted by Law.

(d) Each Party hereto agrees that a final judgment in any claim, suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(e) EACH OF THE PARTIES HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE OUT OF OR RELATING TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE ACTIONS OF THE PARTIES HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF. EACH OF THE PARTIES HERETO CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 7.4(e).

Section 7.5 Interpretation; Certain Definitions. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provision of this Agreement. When a reference is made in this Agreement to an Article, Section, exhibit or schedule, such reference shall be to an Article or Section of, or an exhibit or schedule to, this Agreement, unless otherwise indicated. The table of contents and headings for this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other instrument made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the

masculine as well as to the feminine and neuter genders of such term. Any Law defined or referred to herein or in any agreement or instrument that is referred to herein means such Law as from time to time amended, modified or supplemented, including (in the case of statutes) by succession of comparable successor Laws. References to a Person are also to its successors and permitted assigns. All references to “dollars” or “\$” refer to currency of Canada.

Section 7.6 Parties In Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and its successors and permitted assigns, and, except as provided in Section 4.7, nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement, including the right to rely upon the representations and warranties set forth herein. The Parties hereto further agree that the rights of third party beneficiaries under Section 4.7 shall not arise unless and until the Closing occurs. The representations and warranties in this Agreement are the product of negotiations among the Parties hereto and are for the sole benefit of the Parties hereto. Any inaccuracies in such representations and warranties may be subject to waiver by the Parties hereto in accordance with Section 7.10 without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the Parties hereto of risks associated with particular matters regardless of the knowledge of any of the Parties hereto. Consequently, Persons other than the Parties hereto may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

Section 7.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 7.8 Specific Performance. The Parties hereto agree that irreparable harm, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that the REIT or CanCo SPV do not perform any of the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate the Arrangement and the other transactions contemplated by this Agreement) in accordance with the Agreement’s specified terms or otherwise breaches such provisions. Accordingly, the Parties acknowledge and agree that the Purchaser shall be entitled to an injunction, specific performance or other equitable relief to prevent and/or remedy a breach of this Agreement by the REIT and CanCo SPV and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which the Purchaser is entitled at Law or in equity. Each of the REIT and CanCo SPV agrees that it will not oppose the granting of an injunction, specific performance, or other equitable relief on the basis that the Purchaser has an adequate remedy at Law or that any award of specific performance is not an appropriate remedy for any reason at Law or in equity. The Purchaser shall not be required to provide any bond or other security in

connection with its seeking, or being granted an order for, an injunction or injunctions to prevent a breach or breaches of this Agreement or to enforce specifically the terms and provisions of this Agreement. Each of the REIT and CanCo SPV agrees not to assert that a remedy of specific performance is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy. The Parties hereto agree that neither the REIT nor CanCo SPV shall be entitled to an injunction, specific performance or other equitable relief to prevent and/or remedy a breach of this Agreement by the Purchaser or to enforce specifically the terms and provisions hereof and that the REIT's and CanCo SPV's sole and exclusive remedy relating to a breach of this Agreement by the Purchaser or otherwise shall be the remedy set forth in Section 6.3(c); provided, however, that the REIT shall be entitled to seek specific performance to prevent any breach by the Purchaser of Section 4.2(b).

(b) The Parties further agree (i) the seeking of remedies pursuant to Section 7.8(a) shall not in any respect constitute a waiver by the Purchaser of its right to seek any other form of relief that may be available to it under this Agreement, including under Section 6.3, in the event that this Agreement has been terminated or in the event that the remedies provided for in Section 7.8(a) are not available or otherwise not granted, and (ii) nothing set forth in this Agreement shall require the Purchaser to institute any proceeding for (or limit the Purchaser's right to institute any proceeding for) specific performance under this Section 7.8 prior or as a condition to exercising any termination right under Article VI (and pursuing damages after such termination), nor shall the commencement of any legal proceeding by the Purchaser seeking remedies pursuant to Section 7.8(a) or anything set forth in this Section 7.8 restrict or limit the Purchaser's right to terminate this Agreement in accordance with the terms of Article VI or pursue any other remedies under this Agreement that may be available then or thereafter.

(c) Notwithstanding anything to the contrary in this Agreement, the maximum aggregate liability of the Purchaser for any losses, damages, costs or expenses of the REIT or CanCo SPV or their affiliates relating to the failure of the transactions contemplated by this Agreement to be consummated, or a breach of this Agreement by the Purchaser or otherwise, shall be limited to an amount equal to (i) the amount of the Purchaser Termination Fee, plus (ii) the aggregate amount of Assumption Expenses payable or reimbursable pursuant to Section 4.13(b), plus (iii) the Purchaser's indemnification, payment and reimbursement obligations pursuant to the last sentence of Section 4.12 and the last sentence of Section 4.14(a) (the "Liability Limitation"), and in no event shall the REIT or CanCo SPV or any of their affiliates seek any amount in excess of the Liability Limitation in connection with this Agreement or the transactions contemplated hereby or in respect of any other document or theory of law or equity or in respect of any oral representations made or alleged to be made in connection herewith or therewith, whether at law or in equity, in contract, tort or otherwise. Each of the REIT and CanCo SPV agrees that it has no right of recovery against, and no personal liability shall attach to, any of the Purchaser Parties (other than the Purchaser to the extent provided in this Agreement and Blackstone Real Estate Advisors L.P. to the extent provided in the Confidentiality Agreement), through the Purchaser or otherwise, whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil, by or through a claim by or on behalf of the Purchaser against any Purchaser Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any

applicable Law, whether in contract, tort or otherwise, except for its rights to recover from the Guarantor (but not any other Purchaser Party) under and to the extent provided in the Guaranty and subject to the Liability Limitation and the other limitations described therein. Recourse against the Guarantor under the Guaranty shall be the sole and exclusive remedy of the REIT, CanCo SPV and their affiliates against the Guarantor and any other Purchaser Party (other than the Purchaser to the extent provided in this Agreement and Blackstone Real Estate Advisors L.P. to the extent provided in the Confidentiality Agreement) in connection with this Agreement or the transactions contemplated hereby or in respect of any other document or theory of law or equity or in respect of any oral representations made or alleged to be made in connection herewith or therewith, whether at law or in equity, in contract, in tort or otherwise. Without limiting the rights of the REIT against the Purchaser hereunder and Blackstone Real Estate Advisors L.P. under the Confidentiality Agreement, in no event shall the REIT, CanCo SPV or their affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover damages from, any Purchaser Party (other than the Guarantor to the extent provided in the Guaranty and subject to the Liability Limitation and the other limitations described therein).

Section 7.9 Amendment. This Agreement may be amended by action taken by the REIT and the Purchaser at any time before or after approval of the Arrangement by the REIT Unitholder Approval but, after such approval, no amendment shall be made which requires the approval of any such unitholders under applicable Law without obtaining such further approvals. This Agreement may not be amended except by an instrument in writing signed on behalf of the Parties hereto.

Section 7.10 Extension; Waiver. At any time prior to the Closing, each Party hereto may (i) extend the time for the performance of any of the obligations or other acts of the other Parties, (ii) waive any breaches or inaccuracies in the representations and warranties of the other Parties contained herein or in any document, certificate or writing delivered pursuant hereto, or (iii) subject to Section 7.9, waive compliance by the other Parties with any of the agreements or conditions contained herein. Any agreement on the part of any Party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party or Parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by the REIT, the Purchaser in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

Section 7.11 Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall be considered one and the same agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

Section 7.12 Definitions.

**Defined Terms**

Acceptable Confidentiality Agreement

**Section**

Section 4.4(b)

Adverse Recommendation Change	Section 4.4(d)
Agreement	Recitals
Assumption Documents	Section 4.13(a)
Assumption Expenses	Section 4.13(b)
Bankruptcy and Equity Exception	Section 2.2(h)
BCBCA	Recitals
CanCo SPV	Recitals
Capital Expenditure Budget	Section 2.14(d)
Capital Expenditures	Section 2.14(d)
Chosen Court	Section 7.4(b)
Confidentiality Agreement	Section 4.2(b)
Continuing REIT Employee	Section 4.8(a)
D&O Insurance	Section 4.7(b)
Development Expenditures	Section 2.14(d)
Development Expenditure Budget	Section 2.14(d)
Development Projects	Section 2.14(d)
Exchange Act	Section 2.2(c)
Existing Indebtedness	Section 2.17(a)(vii)
Existing Lenders	Section 4.13(a)
Existing Loan Documents	Section 2.17(a)(v)
Expense Amount	Section 6.3(d)
Financing	Section 4.14(a)
Ground Leased Real Property	Section 2.14(b)
Ground Leases	Section 2.14(b)
Guarantor	Recitals
Guaranty	Recitals
Indemnified Party	Section 4.7(a)
Indemnifying Party	Section 4.7(a)
Interim Period	Section 4.1
JV Entity	Section 2.1(d)
Maximum Amount	Section 4.7(b)
Notice of Change of Recommendation	Section 4.4(e)
Operating Budget	Section 2.14(d)

Operating Expenses	Section 2.14(d)
Outside Date	Section 6.1(b)(ii)
Original Effective Date	Section 1.7(c)
Owned Real Property	Section 2.14(a)
Participation Agreements	Section 2.14(f)
Participation Interest	Section 2.14(f)
Participation Party	Section 2.14(f)
Permit	Section 2.9(a)
Permitted Distribution	Section 4.10
Purchaser	Recitals
Purchaser Plan	Section 4.8(a)
Purchaser Termination Fee	Section 6.3(c)
REIT	Recitals
REIT Board	Section 2.2(h)
REIT Board Recommendation	Section 1.4(c)
REIT Disclosure Letter	Article II
REIT Employee Benefit Plans	Section 2.11(a)
REIT Intellectual Property	Section 2.16(a)
REIT Leased Real Property	Section 2.14(c)
REIT Leases	Section 2.14(c)
REIT Material Contract	Section 2.17(a)
REIT Opinion	Section 5.2(c)
REIT Permit	Section 2.9(a)
REIT Space Leases	Section 2.14(e)
REIT Termination Fee	Section 6.3
Relevant Taxation Year	Section 6.4(a)
Rent Rolls	Section 2.14(e)
Restructuring Transactions	Section 4.11(a)
Section 6.3 Amount	Section 6.4(a)
Third Party	Section 2.14(h)
Transaction Litigation	Section 4.3(b)
Transfer Notice Rights	Section 4.15
WARN	Section 2.12(d)

In addition to the other terms defined throughout this Agreement, which are listed above, the following terms shall have the following meanings when used in this Agreement:

(a) “Acquisition Proposal” means any inquiry, offer or proposal regarding any of the following (other than the Arrangement) involving any of the REIT or any REIT Subsidiary: (i) any arrangement, amalgamation, merger, consolidation, share exchange, recapitalization, dissolution, liquidation, business combination or other similar transaction involving the REIT; (ii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition, directly or indirectly, by arrangement, amalgamation, merger, consolidation, sale of equity interests, share exchange, joint venture, business combination or otherwise, of 15% or more of the consolidated assets of the REIT and the REIT Subsidiaries, taken as a whole (as determined on a book-value basis (including Indebtedness secured solely by such assets)), in a single transaction or series of related transactions; (iii) any issue, sale or other disposition (including by way of arrangement, amalgamation, merger, consolidation, sale of equity interests, share exchange, joint venture, business combination or otherwise) of securities (or options, rights or warrants to purchase, or securities convertible into, such securities) representing 15% or more of the voting power of the REIT or any REIT Subsidiary; (iv) any take-over bid, securities exchange take-over bid, tender offer or exchange offer for 15% or more of any class of equity security of the REIT or any REIT Subsidiary; (v) any other transaction or series of related transactions pursuant to which any third party proposes to acquire control of assets of the REIT and any other REIT Subsidiary having a fair market value equal to or greater than 15% of the fair market value of all of the assets of the REIT and the REIT Subsidiaries, taken as a whole, immediately prior to such transaction; or (vi) any public announcement of a proposal, plan or intention to do any of the foregoing or any agreement to engage in any of the foregoing.

(b) “Advance Ruling Certificate” means an advance ruling certificate issued by the Commissioner pursuant to section 102 of the Competition Act in respect of the transactions contemplated by this Agreement, such certificate having not been modified or withdrawn prior to the Closing.

(c) “affiliate” means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first-mentioned Person.

(d) “Arrangement” means the arrangement of CanCo SPV under Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of this Agreement and the Plan of Arrangement or made at the direction of the Court in the Final Order;

(e) “Arrangement Resolution” means the special resolution of REIT Unitholders approving the Arrangement which is to be considered at the Unitholder Meeting, substantially in the form of Exhibit A hereto;

(f) “Business Day” means a day other than Saturday, Sunday or any day on which banks located in Vancouver, British Columbia or in New York, New York are authorized or obligated by applicable Law to close.

(g) “Circular” means the notice of the Unitholder Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to REIT Unitholders in connection with the Unitholder Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

(h) “Closing” means the closing of the Arrangement.

(i) “Code” means the Internal Revenue Code of 1986, as amended.

(j) “Commissioner” means the Commissioner of Competition appointed under subsection 7(1) of the Competition Act and includes any Person designated by the Commissioner to act on his behalf.

(k) “Competition Act” means the *Competition Act* (Canada).

(l) “Competition Act Approval” means that the Commissioner: (a) shall have issued an Advance Ruling Certificate; or (b) the applicable waiting period under section 123 of the Competition Act shall have expired or been terminated by the Commissioner, or the obligation to submit a notification shall have been waived under paragraph 113(c) of the Competition Act, and the Commissioner shall have issued a No-Action Letter.

(m) “Consideration” means \$8.10 in cash per Class A Unit of the REIT.

(n) “Contract” means any binding agreement, contract, lease (whether for real or personal property), commitment, note, bond, mortgage, indenture, deed of trust, loan or evidence of Indebtedness, to which a Person is a party or to which the properties or assets of such Person are subject, whether oral or written.

(o) “Court” means the Supreme Court of British Columbia.

(p) “Deferred Unit” means a deferred Class A Unit of the REIT issued pursuant to the deferred unit plan adopted by the REIT effective as of January 1, 2017.

(q) “delivered” or “made available” means, with respect to documents or information required to be provided by the REIT to the Purchaser, any documents or information (i) posted by the REIT or any of its Representatives in the REIT’s electronic data room, (ii) filed by the REIT and publicly available through the System for Electronic Document Analysis and Retrieval (SEDAR) or (iii) otherwise made reasonably available by the REIT or its Representatives to the Purchaser, in each case prior to the date hereof.



(r) “Depository” means such Person that the REIT and the Purchaser, each acting reasonably, may agree to in writing to act as depository for REIT Units in relation to the Arrangement.

(s) “Dissent Rights” means the rights of dissent in respect of the Arrangement described in the Plan of Arrangement.

(t) “Effective Date” means the date upon which the Arrangement becomes effective, as set out in Section 1.7.

(u) “Effective Time” means 12:01 a.m. (Vancouver time) on the Effective Date or such other time as agreed to by the REIT and the Purchaser in writing.

(v) “Environmental Laws” means all Laws and agreements with Governmental Entities which (a) regulate or relate to (i) the protection or clean-up of the environment, (ii) occupational safety and health in respect of any harmful or deleterious materials, or (iii) the treatment, storage, transportation, handling, exposure to, disposal or Release of any harmful or deleterious materials or (b) impose liability (including for enforcement, investigatory costs, cleanup, removal or response costs, natural resource damages, contribution, injunctive relief, personal injury or property damage) with respect to any of the foregoing.

(w) “Environmental Permits” means any approval, certificate, permit, registration, identification number, license and other authorization under any applicable Environmental Law.

(x) “Fairness Opinions” means the fairness opinions of BMO Capital Markets and Greenhill & Co. Canada Ltd., in each case substantially to the effect that, as of the date of such opinions and based on and subject to the limitations, qualifications and assumptions set forth therein, the Consideration to be received by the REIT Unitholders pursuant to the Arrangement is fair, from a financial point of view, to such unitholders.

(y) “Final Order” means the final order of the Court pursuant to section 291 of the BCBCA approving the Arrangement, as such order may be amended, modified, supplemented or varied by the Court at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal.

(z) “Governmental Entity” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission (including any securities commission or similar regulatory authority), board, bureau, ministry, minister, agency or instrumentality, domestic or foreign, (ii) any subdivision, agent or authority of any of the above, (iii) any quasi-governmental body, professional body or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange.

(aa) “Hazardous Substances” means any toxic, dangerous, reactive, corrosive, ignitable or flammable chemical, or chemical compound, or hazardous substance,

hazardous material or hazardous waste, whether solid, liquid or gas, that is subject to regulation, control or remediation or for which liability or standards of care are imposed under any Environmental Laws including petroleum (including crude oil or any fraction thereof), asbestos, radioactive materials and polychlorinated biphenyls, or toxic mold.

(bb) “IFRS” means International Financial Reporting Standards.

(cc) “Indebtedness” means, with respect to any Person, without duplication, (a) all obligations of such Person and its Subsidiaries for borrowed money, including obligations evidenced by notes, bonds, debentures or other similar instruments, (b) all reimbursement obligations of such Person and its Subsidiaries under letters of credit to the extent such letters of credit have been drawn, (c) obligations of such Person and its Subsidiaries in respect of interest rate, currency or other swaps, hedges or similar derivative arrangements, (d) all capital lease obligations of such Person and its Subsidiaries, (e) all obligations of such Person and its Subsidiaries for guarantees of another Person in respect of any items set forth in clauses (a) through (d), and (f) all outstanding prepayment premium obligations of such Person and its Subsidiaries, if any, and accrued interest, fees and expenses related to any of the items set forth in clauses (a) through (c). For the avoidance of doubt, “Indebtedness” shall not include any liability for Taxes and shall not include any Indebtedness from the REIT to a wholly-owned REIT Subsidiary (or vice versa) or between wholly-owned REIT Subsidiaries.

(dd) “Intellectual Property” means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including trade secrets, confidential information and know-how; (iii) copyrights, copyright registrations and applications for copyright registration; and (iv) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing.

(ee) “Interim Order” means the interim order of the Court made in connection with the Arrangement and providing for, among other things, the calling and holding of the Unitholder Meeting, as the same may be amended, modified, supplemented or varied by the Court;

(ff) “Investment Canada Act” means the *Investment Canada Act* (Canada).

(gg) “Investment Canada Act Approval” means approval or deemed approval pursuant to the Investment Canada Act by the responsible Minister under the Investment Canada Act, or any Person delegated to act on behalf of the responsible Minister.

(hh) “Joint Venture Agreements” means the organizational and other governing documents of a JV Entity or similar vehicle which is owned directly or indirectly by the REIT and one or more Participation Parties or other third parties.

(ii) “know” or “knowledge” means, with respect to the REIT, the actual knowledge of such persons listed in Section 7.12(ii) of the REIT Disclosure Letter, and with respect to the Purchaser, the actual knowledge of the persons listed in Schedule A hereto.

(jj) “Law” means any federal, provincial, state, local or foreign law (including common law), statute, code, directive, ordinance, rule, regulation, order, judgment, writ, stipulation, award, injunction or decree.

(kk) “Lien” means any lien, mortgage, pledge, security instrument, title charges which are liens, claims against title, conditional or installment sale agreement, restriction on transfer, purchase option, right of first refusal, easement, security interest, charge, encumbrance, deed of trust, right-of-way, encroachment or other encumbrance of any nature, whether voluntarily incurred or arising by operation of Law.

(ll) “Material REIT Lease” means any lease, sublease or occupancy agreement of real property (other than Ground Leases) under which the REIT or any REIT Subsidiary is the tenant or subtenant or serves in a similar capacity, (x) providing for annual rentals of \$25,000 or more or (y) relating to real property comprising more than 5,000 square feet of space; provided that any such lease, sublease or occupancy agreement between the REIT and any REIT Subsidiary or between REIT Subsidiaries shall not constitute a Material REIT Lease.

(mm) “Material Space Lease” means any one or more leases, subleases, licenses or occupancy agreements of a particular real property (other than Ground Leases) under which the REIT or any REIT Subsidiary is the landlord or sub-landlord or serves in a similar capacity, (x) providing for annual rentals of \$750,000 or more or (y) relating to an individual real property comprising more than 80,000 square feet of space.

(nn) “Misrepresentation” has the meaning ascribed thereto under Securities Laws;

(oo) “No-Action Letter” shall mean a letter or other notification in writing from the Commissioner to the Purchaser or the REIT, or any of their affiliates as the case may be, that the Commissioner does not, at that time, intend to make an application under section 92 of the Competition Act in respect of any of the transactions contemplated by this Agreement, such letter or other written notification having not been modified or withdrawn prior to the Closing.

(pp) “Permitted Liens” means (a) statutory Liens for Taxes, assessments or other charges by Governmental Entities not yet due and payable or the amount or validity of which are being contested in good faith and for which adequate reserves have been established on the REIT Financial Statements in accordance with IFRS (to the extent required by IFRS), (b) mechanics’, workmen’s, repairmen’s, carriers’ or warehousemen’s Liens (i) arising in the usual, regular and ordinary course for amounts not yet due and payable or the amount or validity of which are being contested in good faith and for which adequate reserves have been established on the REIT Financial Statements in accordance with IFRS (to the extent required by IFRS) or (ii) arising in connection with construction in progress for amounts not yet

due and payable, (c) Liens for which title insurance coverage has been obtained pursuant to a REIT title insurance policy prior to the date hereof, (d) easements whether or not shown by the public records, overlaps, encroachments and any matters not of record that would be disclosed by an accurate survey or a personal inspection of the property (other than such matters that, individually or in the aggregate, materially adversely impair the current use, operation or value of the subject real property), (e) Liens securing mortgages and deeds of trust which secure the mortgage loans listed in Section 2.2(g) of the REIT Disclosure Letter or REIT Material Contracts or that the REIT or a REIT Subsidiary is permitted to enter into pursuant to the terms of Section 4.1, (f) (i) rights of tenants under REIT Space Leases, as tenants only, and (ii) rights of other Parties in possession that do not materially and adversely impair the current use, operation or value of the subject real property and, in the case of (ii), without any right of first refusal, right of first offer or other option to purchase any REIT Real Property (or any portion thereof), (g) title to any portion of any owned or leased real property lying within the boundary of any public or private road, easement or right of way, (h) Liens created, imposed or promulgated by Law or by any Governmental Entities, including zoning regulations, use restrictions and building codes, (i) such other non-monetary Liens or imperfections of title, easements, covenants, rights of way, restrictions and other similar charges or encumbrances disclosed in policies or commitments of title insurance that, individually or in the aggregate, do not, and would not reasonably be expected to, materially impair the existing use (or if such real property is vacant, the intended use), operation or value of, the property or asset affected by the applicable Lien, (j) Liens, rights or obligations created by or resulting from the acts or omissions of the Purchaser or any of its affiliates and their respective investors, lenders, employees, officers, directors, members, unitholders, partners, agents, representatives, contractors, invitees or licensees or any Person claiming by, through or under any of the foregoing, and (k) any other non-monetary Liens that individually or in the aggregate, would not reasonably be expected to materially adversely impair the current use (or if such real property is vacant, the intended use), operation or value of the subject real property.

(qq) “Parties” means the REIT, CanCo SPV and the Purchaser, and “Party” means any one of them, as the context requires.

(rr) “Person” includes an individual, general partnership, limited partnership, corporation, company, limited liability company, body corporate, joint venture, unincorporated organization, other form of business organization, trust, trustee, executor, administrator or other legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status.

(ss) “Plan of Arrangement” means the plan of arrangement, substantially in the form of Schedule D hereto, and any amendments or variations thereto made in accordance with this Agreement and the Plan of Arrangement or upon the direction of the Court (with the prior written consent of the REIT and the Purchaser, each acting reasonably) in the Final Order;

(tt) “Prior Sale Agreements” means any purchase or sale Contract relating to any real property or leasehold interest in any real property conveyed, transferred, assigned or otherwise disposed of by the REIT or any REIT Subsidiaries since January 1, 2013, except for easements or similar interests.

(uu) “Purchaser Parties” means, collectively, the Purchaser, the Guarantor or any of their respective former, current or future directors, officers, employees, agents, general or limited partners, managers, members, stockholders, affiliates, successors or assignees or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder, affiliate, successor or assignee of any of the foregoing.

(vv) “REIT Circular” means the notice of the Unitholder Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto and enclosures therewith, to be sent to REIT Unitholders in connection with the Unitholder Meeting, as amended, supplemented or otherwise modified from time to time.

(ww) “REIT Employee Share Plans” means, collectively, (i) the deferred unit plan adopted by the REIT effective as of January 1, 2017, (ii) the restricted unit plan approved by the REIT Unitholders on May 28, 2015, (iii) the incentive unit option plan made effective in 2013, and (iv) any other plan pursuant to which the REIT may provide or has provided equity or equity-based incentives to employees, officers, directors, trustees or consultants.

(xx) “REIT Filings” means all documents required to be filed or furnished by the REIT with any Securities Authority since January 1, 2015.

(yy) “REIT Material Adverse Effect” means any change, event, state of facts or development that has had or would reasonably be expected to have a material adverse effect on (i) the business, financial condition, assets or continuing results of operations of the REIT and the REIT Subsidiaries, taken as a whole, or (ii) the ability of the REIT to consummate the Arrangement before the Outside Date; provided, however, that in the case of clause (i), no change, event, state of facts or development resulting from any of the following shall be deemed to be or taken into account in determining whether there has been or will be, a “REIT Material Adverse Effect”: (a) the entry into or the announcement, pendency or performance of this Agreement or the transactions contemplated hereby or the consummation of any transactions contemplated hereby, including (i) the identity of the Purchaser and its affiliates, (ii) by reason of any communication by the Purchaser or any of its affiliates regarding the plans or intentions of the Purchaser with respect to the conduct of the business of the REIT and the REIT Subsidiaries following the Effective Time, (iii) the failure to obtain any third party consent in connection with the transactions contemplated hereby and (iv) the impact of any of the foregoing on any relationships with customers, suppliers, vendors, business partners, employees or any other Person, (b) any change, event or development in or affecting financial, economic, social or political conditions generally or the securities, credit or financial markets in general, including interest rates or exchange rates, or any changes therein, in Canada, the United States or other countries in which the REIT or any of the REIT Subsidiaries conduct operations or any change, event or development generally affecting the real estate industry, (c) any change in the market price or trading volume of the equity securities of the REIT or of the equity or credit ratings or the ratings outlook for the REIT or any of the REIT Subsidiaries by any applicable rating agency; provided, however, that the exception in this clause (c) shall not prevent the underlying facts giving rise or contributing to such change, if not otherwise excluded from the definition of REIT Material Adverse Effect, from being taken into account in determining whether a REIT Material Adverse Effect has occurred, (d) the suspension of trading in securities

generally on the TSX, (e) any adoption, implementation, proposal or change after the date hereof in any applicable Law or IFRS or interpretation of any of the foregoing, (f) any action taken or not taken to which the Purchaser has consented in writing, (g) any action expressly required to be taken by this Agreement or taken at the request of the Purchaser, (h) the failure of the REIT or any REIT Subsidiary to meet any internal or public projections, budgets, forecasts or estimates of revenues, earnings or other financial results for any period ending on or after the date of this Agreement; provided, however, that the exception in this clause (h) shall not prevent the underlying facts giving rise or contributing to such failure, if not otherwise excluded from the definition of REIT Material Adverse Effect, from being taken into account in determining whether a REIT Material Adverse Effect has occurred; and provided, further, that this clause (h) shall not be construed as implying that the REIT is making any representation or warranty with respect to any internal or public projections, budgets, forecasts or estimates of revenues, earnings or other financial results for any period, (i) the commencement, occurrence, continuation or escalation of any war, armed hostilities or acts of terrorism, (j) any actions or claims made or brought by any of the current or former unitholders or equityholders of the REIT or any REIT Subsidiary (or on their behalf or on behalf of the REIT or any REIT Subsidiary, but in any event only in their capacities as current or former stockholders or equityholders) arising out of this Agreement or the Arrangement or (k) the existence, occurrence or continuation of any force majeure events, including any earthquakes, floods, hurricanes, tropical storms, fires or other natural disasters or any national, international or regional calamity; provided, that (i) with respect to clauses (b), (e), (i), and (k), such changes, events, state of facts or developments may be taken into account to the extent they disproportionately adversely affect the REIT and the REIT Subsidiaries, taken as a whole, compared to other companies operating in the industrial real estate industry in Canada and (ii) clause (a) and clause (j) shall not apply to the use of REIT Material Adverse Effect in Section 2.4 (or Section 5.2(a) as it relates to Section 2.4).

(zz) “REIT Public Disclosure” means all documents filed by or on behalf of the REIT on SEDAR, and publicly available, prior to the date hereof.

(aaa) “REIT Real Property” means, collectively, the Owned Real Property, the Ground Leased Real Property, the REIT Leases, the REIT Space Leases and, for purposes of Section 2.14(f), any fee, leasehold or sub-leasehold interest in real property which is owned or held, directly or indirectly, and whether in whole or in part, by the REIT, any REIT Subsidiary or any JV Entity.

(bbb) “REIT Subsidiary” means any Subsidiary of the REIT (excluding, for greater certainty, any JV Entity).

(ccc) “REIT Unitholder Approval” means the approval of the Arrangement Resolution by the REIT Unitholders at the Unitholder Meeting in accordance with the Interim Order.

(ddd) “REIT Unitholders” means the holders of REIT Units, and, for the purposes of the Unitholder Meeting the Arrangement Resolution, includes the holders of Restricted Units, Deferred Units and Unit Options to the extent required by, and on the terms specified in, the Interim Order.

(eee) “Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment.

(fff) “Representative” means, with respect to any Person, such Person’s directors, trustees, partners, managers, officers, employees, consultants, advisors (including counsel, accountants, investment bankers, experts, consultants and financial advisors), agents and other representatives and, in the case of the Purchaser, its financing sources.

(ggg) “Restricted Unit” means a restricted unit issued pursuant to the restricted unit plan approved by the REIT Unitholders on May 28, 2015.

(hhh) “Rights Plan” means that certain Unitholder Rights Plan Agreement, dated as of May 13, 2013, between the REIT and Computershare Investor Services Inc., as amended May 13, 2016.

(iii) “Securities Authority” means the British Columbia Securities Commission and any other applicable securities commissions or securities regulatory authority of a province or territory of Canada.

(jjj) “Securities Laws” means the *Securities Act* (British Columbia), regulations and rules thereunder and similar Laws in the other provinces and territories of Canada.

(kkk) “Service Provider” means any employee, director, trustee or individual independent contractor of the REIT or any REIT Subsidiaries.

(lll) “Subsidiary” means, with respect to a Person, another Person at least 50% of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions is owned or controlled directly or indirectly by such first Person and/or by one or more of its Subsidiaries or of which such first Person and/or one of its Subsidiaries serves as a general partner (in the case of a partnership) or a manager or managing member (in the case of a limited liability entity) or similar function.

(mmm) “Superior Proposal” means a *bona fide* written Acquisition Proposal (except that, for purposes of this definition, the references in the definition of “Acquisition Proposal” to “15%” shall be replaced by “100%”) made by a third party on terms that the REIT Board determines in good faith, after consultation with the REIT’s outside legal counsel and financial advisors, (A) would result, if consummated, in a transaction that is more favourable to the REIT Unitholders (solely in their capacity as such) from a financial point of view than the Arrangement and (B) is reasonably likely to be consummated, after taking into account (x) the financial, legal, regulatory and any other aspects of such proposal, (y) the likelihood and timing of consummation (as compared to the Arrangement) and (z) any changes to the terms of this Agreement proposed by the Purchaser and any other information provided by the Purchaser (including pursuant to Section 4.4 of this Agreement).

(nnn) “Tax Act” means the *Income Tax Act* (Canada).

(ooo) “Tax Return” means any and all returns, reports, declarations, elections, notices, forms, designations, filings, and statements (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) filed or required to be filed in respect of Taxes (including any attachments or schedules thereto, and any amendments thereof).

(ppp) “Tax” and “Taxes” means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers’ compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; and (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii).

(qqq) “Transfer Right” means, with respect to the REIT or any REIT Subsidiary, a buy/sell, put option, call option, option to purchase, a marketing right, a forced sale, tag or drag right or a right of first offer, right of first refusal or right that is similar to any of the foregoing, pursuant to the terms of which the REIT or any REIT Subsidiary, on the one hand, or another Person, on the other hand, could be required to purchase or sell the applicable equity interests of any Person, any REIT Real Property or any other asset to which such right relates.

(rrr) “TSX” means the Toronto Stock Exchange.

(sss) “Unit Options” means options to purchase REIT Units granted pursuant to the incentive unit option plan made effective in 2013.

(ttt) “Unitholder Meeting” means the special meeting of the REIT Unitholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution.

(uuu) “Unpaid Permitted Distribution” means a Permitted Distribution declared in accordance with the terms and conditions of this Agreement, including Section 4.10, and in respect of which the record date has been fixed prior to the Effective Date and payment has not been made prior to the Effective Time.

(vvv) “U.S. REIT” means a real estate investment trust within the meaning of section 856 of the Code.

(www) “U.S. REIT Subsidiary” means PIRET USA Inc.



[Signature Page Follows]

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

**PURE INDUSTRIAL REAL ESTATE  
TRUST**

By: (signed) "Kevan Gorrie"  
Name: Kevan Gorrie  
Title: Chief Executive Officer

**PIRET HOLDINGS (CANADA) LTD.**

By: (signed) "Kevan Gorrie"  
Name: Kevan Gorrie  
Title: Director

**BPP PRISTINE HOLDINGS ULC**

By: (signed) "Tyler Henritze"  
Name: Tyler Henritze  
Title: Senior Managing Director

**Exhibit A**

**Form of REIT Opinion**

[Redacted: confidential information.]

**Schedule A**

**Purchaser Knowledge**

[Redacted: confidential information.]

**Schedule B**

**Purchaser Contact Persons**

[Redacted: confidential information.]

**Schedule C**  
**Arrangement Resolution**

BE IT RESOLVED THAT:

1. The arrangement (the “**Arrangement**”) under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) involving Pure Industrial Real Estate Trust (the “**REIT**”), pursuant to the arrangement agreement between the REIT, PIRET Holdings (Canada) Ltd. and BPP Pristine Holdings ULC dated January 8, 2018, as it may be modified, supplemented or amended from time to time in accordance with its terms (the “**Arrangement Agreement**”), as more particularly described and set forth in the management information circular of the REIT dated ●, 2018 (the “**Circular**”), and all transactions contemplated thereby, are hereby authorized, approved and adopted.
2. The plan of arrangement of the REIT, as it has been or may be modified, supplemented or amended in accordance with the Arrangement Agreement and its terms (the “**Plan of Arrangement**”), the full text of which is set out as Appendix ● to the Circular, is hereby authorized, approved and adopted.
3. The: (i) Arrangement Agreement and all the transactions contemplated therein; (ii) actions of the trustees of the REIT in approving the Arrangement and the Arrangement Agreement; and (iii) actions of the trustees and officers of the REIT in executing and delivering the Arrangement Agreement and any modifications, supplements or amendments thereto, and causing the performance by the REIT of its obligations thereunder, are hereby ratified and approved.
4. The REIT is hereby authorized to apply for a final order from the Supreme Court of British Columbia (the “**Court**”) to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be, or may have been, modified, supplemented or amended).
5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the holders of units of the REIT (the “**REIT Unitholders**”) entitled to vote thereon or that the Arrangement has been approved by the Court, the trustees of the REIT are hereby authorized and empowered, without further notice to or approval of the REIT Unitholders: (i) to amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by their terms; and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and any related transactions.
6. Any officer or trustee of the REIT is hereby authorized and directed, for and on behalf of the REIT, to execute or cause to be executed and to deliver or cause to be delivered, whether under the corporate seal of the REIT or otherwise, all such other documents and instruments and to perform or cause to be performed all such other acts and things as, in such person’s opinion, may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be

conclusively evidenced by the execution and delivery of any such other document or instrument or the doing of any such other act or thing.



## Schedule D

### Plan of Arrangement

#### PLAN OF ARRANGEMENT UNDER SECTION 288 OF THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)

#### ARTICLE 1 INTERPRETATION

##### 1.1 Definitions

In this Plan of Arrangement, unless the context otherwise requires, the following words and terms shall have the meaning hereinafter set out:

“**Affected Person**” has the meaning set forth in Section 5.4;

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first-mentioned Person;

“**Arrangement**” means the arrangement of CanCo SPV under Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations to this Plan of Arrangement made in accordance with the terms of this Plan of Arrangement and the Arrangement Agreement or made at the direction of the Court in the Final Order;

“**Arrangement Agreement**” means the arrangement agreement dated January 8, 2018 among the REIT, CanCo SPV and the Purchaser, and all schedules annexed thereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;

“**Arrangement Resolution**” means the special resolution of REIT Unitholders approving the Arrangement which is to be considered at the Unitholder Meeting, substantially in the form of Schedule C to the Arrangement Agreement;

“**Authorization**” means, with respect to any Person, any authorization, order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, by-law, rule or regulation, of, from or required by any Governmental Entity having jurisdiction over the Person;

“**BCBCA**” means the *Business Corporations Act* (British Columbia);

“**Business Day**” means a day other than Saturday, Sunday or any day on which banks located in Toronto, Ontario, Vancouver, British Columbia or in New York, New York are authorized or obligated by applicable Law to close;

“**CanCo SPV**” means PIRET Holdings (Canada) Ltd., a corporation existing under the laws of the Province of British Columbia;

“**CanCo SPV Preferred Shares**” means the new class of preferred shares, without par value, in the capital of CanCo SPV created and issued pursuant to the Arrangement and having the rights and restrictions set out in Exhibit A;

“**Consideration**” means \$8.10 in cash;

“**Court**” means the Supreme Court of British Columbia;

“**Declaration of Trust**” means the amended and restated declaration of trust of the REIT dated May 10, 2017;

“**Deferred Unit**” means a Deferred Class A Unit of the REIT issued pursuant to the Deferred Unit Plan;

“**Deferred Unit Plan**” means the Deferred Unit Plan adopted by the REIT effective as of January 1, 2017;

“**Depository**” means such Person that the REIT and the Purchaser, each acting reasonably, may agree to in writing to act as depository for REIT Units in relation to the Arrangement;

“**Dissent Rights**” has the meaning set forth in Section 4.1;

“**Dissent Units**” means REIT Units held by a Dissenting Unitholder and in respect of which the Dissenting Unitholder has duly and validly exercised Dissent Rights;

“**Dissenting Unitholder**” means a registered holder of a REIT Unit who has duly and validly exercised a Dissent Right and has not withdrawn or been deemed to have withdrawn such exercise of a Dissent Right, but only in respect of a REIT Unit in respect of which a Dissent Right has been duly and validly exercised by such registered holder of a REIT Unit;

“**Effective Date**” means the date upon which the Arrangement becomes effective, as set out in Section 1.7 of the Arrangement Agreement;

“**Effective Time**” means 12:01 a.m. (Vancouver time) on the Effective Date or such other time as agreed to by the REIT and the Purchaser in writing;

“**Final Order**” means the final order of the Court pursuant to section 291 of the BCBCA approving the Arrangement, as such order may be amended, modified, supplemented or varied by the Court at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

“**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission (including any securities commission or similar regulatory authority), board, bureau, ministry, minister, agency or instrumentality, domestic or

foreign, (ii) any subdivision, agent or authority of any of the above, (iii) any quasi-governmental body, professional body or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

“**Interim Order**” means the interim order of the Court made in connection with the Arrangement and providing for, among other things, the calling and holding of the Unitholder Meeting, as the same may be amended, modified, supplemented or varied by the Court;

“**Law**” means any federal, state, local or foreign law (including common law), statute, code, directive, ordinance, rule, regulation, order, judgment, writ, stipulation, award, injunction or decree;

“**Letter of Transmittal**” means the letter of transmittal, on terms and conditions not inconsistent with the Arrangement Agreement and this Plan of Arrangement, to be delivered by the REIT to REIT Unitholders providing for delivery of the certificates representing the REIT Unitholder's REIT Units to the Depositary;

“**Lien**” means any lien, mortgage, pledge, security instrument, title charges which are liens, claims against title, conditional or installment sale agreement, restriction on transfer, purchase option, right of first refusal, easement, security interest, charge, encumbrance, deed of trust, right-of-way, encroachment or other encumbrance of any nature, whether voluntarily incurred or arising by operation of Law;

“**New CanCo**” means BPP Pristine Acquisition ULC, an unlimited liability company organized under the Laws of the Province of British Columbia and a wholly-owned subsidiary of Purchaser;

“**Performance Factor**” means (a) in respect of any Performance Unit grant made on March 13, 2015, the number of outstanding Performance Units in respect of such grant multiplied by a payout multiplier of 2.0; (b) in respect of any Performance Unit grant made on June 25, 2015, the number of outstanding Performance Units in respect of such grant multiplied by a payout multiplier of 2.0; (c) in respect of any Performance Unit grant made on February 18, 2016, the number of outstanding Performance Units in respect of such grant multiplied by a payout multiplier of 1.8; and (d) in respect of any Performance Unit grant made on March 7, 2017, the number of outstanding Performance Units in respect of such grant multiplied by a payout multiplier of 1.5;

“**Performance Unit**” means a restricted unit issued pursuant to the Restricted Unit Plan that is subject to a performance factor;

“**Permitted Distribution**” has the meaning ascribed thereto in the Arrangement Agreement;

“**Person**” includes an individual, general partnership, limited partnership, corporation, company, limited liability company, body corporate, joint venture, unincorporated organization, other form of business organization, trust, trustee, executor, administrator or other legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

**“Plan of Arrangement”** means this plan of arrangement and any amendments or variations hereto made in accordance with Section 7.9 of the Arrangement Agreement and this Plan of Arrangement or upon the direction of the Court (with the prior written consent of the REIT and the Purchaser, each acting reasonably) in the Final Order;

**“Purchaser”** means BPP Pristine Holdings ULC, an unlimited liability company organized under the Laws of the Province of British Columbia;

**“REIT”** means Pure Industrial Real Estate Trust, a trust existing under the laws of the Province of British Columbia;

**“REIT Subsidiary”** means any Subsidiary of the REIT;

**“REIT Unitholders”** means the holders of REIT Units;

**“REIT Units”** means the Class A Units of the REIT;

**“Restricted Unit”** means a restricted unit (other than a Performance Unit) issued pursuant to the Restricted Unit Plan;

**“Restricted Unit Plan”** means the Restricted Unit Plan approved by the REIT Unitholders on May 28, 2015;

**“Rights Plan”** means that certain Unitholder Rights Plan Agreement, dated as of May 13, 2013, between the REIT and Computershare Investor Services Inc., as amended May 13, 2016;

**“Secondary Purchased REIT Unitholders”** means the first 175 REIT Unitholders that would be named on a list of REIT Unitholders made in reverse rank order of number of REIT Units held each of which (a) has not executed a trade in respect of its REIT Units on or before the disposition of its REIT Units pursuant to the Arrangement, and (b) holds, immediately prior to the time of Step 3.1(n), (i) not less than 100 REIT Units, and (ii) REIT Units having an aggregate fair market value of not less than \$500; provided that in determining such reverse rank order, if there are REIT Unitholders that own the same number of REIT Units, those REIT Unitholders will be ranked in alphabetical order;

**“Secondary Purchased REIT Units”** means, in aggregate, the REIT Units held by the Secondary Purchased REIT Unitholders;

**“Subsidiary”** means with respect to a Person, another Person at least 50% of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions is owned or controlled directly or indirectly by such first Person and/or by one or more of its Subsidiaries or of which such first Person and/or one of its Subsidiaries serves as a general partner (in the case of a partnership) or a manager or managing member (in the case of a limited liability entity) or similar function;

**“Tax Act”** means the *Income Tax Act* (Canada);

“**Trustee Corp**” means ●, a corporation to be formed by the Purchaser under the laws of the Province of British Columbia prior to the Effective Date;

“**Unit Option**” means an option to purchase REIT Units granted pursuant to the Unit Option Plan;

“**Unit Option Plan**” means the REIT’s Incentive Unit Option Plan made effective as of March 8, 2013;

“**Unitholder Meeting**” means the special meeting of the REIT Unitholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution;

“**Unpaid Permitted Distribution**” means a Permitted Distribution declared in accordance with the terms and conditions of the Arrangement Agreement, and in respect of which the record date is fixed prior to the Effective Date and payment has not been made prior to the Effective Time; and

“**URP Right**” means a right issued pursuant to the Rights Plan.

## **1.2 Interpretation Not Affected by Headings**

The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement. Unless the contrary intention appears, references in this Plan of Arrangement to an Article, Section or Annex by number or letter or both refer to the Article, Section or Annex, respectively, bearing that designation in this Plan of Arrangement.

## **1.3 Date for any Action**

If the date on or by which any action is required or permitted to be taken hereunder is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.

## **1.4 Number and Gender**

In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

## **1.5 References to Persons and Statutes**

A reference to a Person includes any successor to that Person. A reference to any statute includes all regulations made pursuant to such statute and the provisions of any statute or regulation which amends, supplements or supersedes any such statute or regulation.

## **1.6 Currency**

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada and “\$” refers to Canadian dollars.

## **ARTICLE 2 EFFECT OF ARRANGEMENT**

### **2.1 Arrangement Agreement**

This Plan of Arrangement is made pursuant to and subject to the provisions of the Arrangement Agreement.

### **2.2 Binding Effect**

At the Effective Time, this Plan of Arrangement and the Arrangement shall, without any further authorization, act or formality on the part of the Court or any Person, become effective and be binding upon the Purchaser, the REIT, CanCo SPV, New CanCo, Trustee Corp, the Depository, all registered and beneficial REIT Unitholders, including Dissenting Unitholders, and all holders of Unit Options, Deferred Units, Restricted Units and Performance Units. No portion of this Plan of Arrangement will take effect with respect to any Person until the Effective Time, and without affecting the timing set out in Section 3.1, each transaction set out in Section 3.1 shall be mutually conditional such that no transaction set out in Section 3.1 may occur without all transactions set out therein occurring.

## **ARTICLE 3 ARRANGEMENT**

### **3.1 Arrangement**

Commencing at the Effective Time, each of the following events shall occur and shall be deemed to occur consecutively in the following order, except where noted, without any further authorization, act or formality, with each such step occurring one minute after the completion of the immediately preceding step:

- (a) The Declaration of Trust and the articles, partnership agreements or other constating document of each REIT Subsidiary shall be amended, and deemed to be amended, to the extent necessary to facilitate the Arrangement and the implementation of the steps and transactions described herein;
- (b) All URP Rights issued pursuant to the Rights Plan shall be cancelled without any payment in respect thereof, the Rights Plan shall terminate with the result that it will no longer have any force or effect, and thereafter no person will have any further liability or obligation to the former holders of URP Rights under such Rights Plan and the former holders of URP Rights will permanently cease to have any rights whatsoever under such Rights Plan;

- (c) Each Unit Option outstanding immediately prior to the Effective Time (whether vested or unvested) shall be deemed to be unconditionally and fully vested and exercisable in accordance with its terms, and each such Unit Option shall, without any further action by or on behalf of a holder of Unit Options, be deemed to be surrendered and transferred by such holder to the REIT in exchange for a cash payment from the REIT equal to the amount (if any) by which the Consideration in respect of each REIT Unit underlying each Unit Option exceeds the exercise price of such Unit Option, in each case (the “**Unit Option Payment**”), less applicable withholdings, and each Unit Option shall immediately be cancelled and, for greater certainty, where such amount is zero or negative, no Unit Option Payment will be payable to the holder of such Unit Option;
- (d) If any Unpaid Permitted Distribution exists as of the Effective Time:
  - (i) the additional Deferred Units that would, under the terms of the Deferred Unit Plan (as if the Effective Date were the payment date for such Unpaid Permitted Distribution), be credited to a Deferred Unit holder’s account on the payment date of such Unpaid Permitted Distribution, shall be deemed to be credited to such holder’s account;
  - (ii) the additional Restricted Units that would, under the terms of the Restricted Unit Plan (as if the Effective Date were the payment date for such Unpaid Permitted Distribution), be credited to a Restricted Unit holder’s account on the payment date of such Unpaid Permitted Distribution, shall be deemed to be credited to such holder’s account; and
  - (iii) the additional Performance Units that would, under the terms of the Restricted Unit Plan (as if the Effective Date were the payment date for such Unpaid Permitted Distribution), be credited to a Performance Unit holder’s account on the scheduled payment date of such Unpaid Permitted Distribution, shall be deemed to be credited to such holder’s account.
- (e) Each Deferred Unit outstanding immediately following the preceding step (including Deferred Units deemed to be issued pursuant to Section 3.1(d)(i) above) shall, without any further action by or on behalf of a holder of Deferred Units, be cancelled in exchange for a cash payment from the REIT of an amount equal to the Consideration (the “**Deferred Unit Payment**”), less applicable withholdings, all in full satisfaction of the obligations of the REIT in respect of the Deferred Units;
- (f) Each Restricted Unit outstanding immediately following the preceding step (including Restricted Units deemed to be issued pursuant to Section 3.1(d)(ii) above), whether vested or unvested, shall be deemed to be unconditionally and fully vested, and each such Restricted Unit shall, without any further action by or on behalf of a holder of Restricted Units, be cancelled in exchange for a cash payment from the REIT of an amount equal to the Consideration (the “**Restricted**”).

**Unit Payment**”), less applicable withholdings, all in full satisfaction of the obligations of the REIT in respect of the Restricted Units;

- (g) All Performance Units outstanding immediately following the preceding step (including Performance Units deemed to be issued pursuant to Section 3.1(d)(iii) above), whether vested or unvested, shall be deemed to be unconditionally and fully vested based on the applicable Performance Factor (calculated in accordance with the terms of the Performance Unit Plan as if the Effective Date were the vesting date of such Performance Units), and each such Performance Unit (including additional Performance Units that vest as a result of the application of the applicable Performance Factor) shall, without any further action by or on behalf of a holder of Performance Units, be cancelled in exchange for a cash payment from the REIT of an amount equal to the Consideration (the **“Performance Unit Payment”**), less applicable withholdings, all in full satisfaction of the obligations of the REIT in respect of the Performance Units;
- (h) (i) Each holder of a Unit Option, each holder of a Deferred Unit, each holder of a Restricted Unit and each holder of a Performance Unit shall cease to be a holder of such Unit Option, such Deferred Unit, such Restricted Unit or such Performance Unit, as the case may be, (ii) each such holder’s name shall be removed from each applicable register, (iii) the Unit Option Plan, the Deferred Unit Plan, the Restricted Unit Plan and any and all agreements, arrangements and understandings relating to any and all of the Unit Options, the Deferred Units, the Restricted Units and the Performance Unit shall be terminated and shall be of no further force and effect, and (iv) each such holder shall thereafter have only the right to receive the Unit Option Payment, Deferred Unit Payment, Restricted Unit Payment or Performance Unit Payment to which they are entitled pursuant to Sections 3.1(c), 3.1(e), 3.1(f) and 3.1(g), as applicable, at the time and in the manner specified therein and contemplated hereby;
- (i) The REIT shall pay out, as a special distribution on the REIT Units, the amount, if any, that is determined by it prior to the Effective Time to be equal to its bona fide best estimate of the amount, if any, of its taxable income for the taxation year of the REIT that ends on the Effective Date (such amount to be reduced to take into account any deductions under subsection 104(6) of the Tax Act in respect of prior distributions during that period);
- (j) The notice of articles of CanCo SPV shall be amended, and shall be deemed to be amended, to create the CanCo SPV Preferred Shares and the articles of CanCo SPV shall be amended and shall be deemed to be amended, as necessary in relation thereto;
- (k) New CanCo shall subscribe for, and be deemed to have subscribed for, 80,556,000 CanCo SPV Preferred Shares, at a subscription price in the amount of one one hundred-thousandth of a dollar (\$0.00001) per CanCo SPV Preferred Share, for an aggregate consideration of eight hundred and five dollars and fifty-



six cents (\$805.56), and CanCo SPV shall issue, and be deemed to have issued, such number of CanCo SPV Preferred Shares to New CanCo;

- (l) The existing trustees of the REIT shall resign and Trustee Corp shall become the sole trustee of the REIT;
- (m) Each Dissent Unit shall be transferred and assigned and be deemed to be transferred and assigned by such Dissenting Unitholder, without any further act or formality on its part, to the Purchaser (free and clear of any Liens) in accordance with, and for the consideration contemplated in, Article 4 and:
  - (i) such Dissenting Unitholder shall cease to be, and shall be deemed to cease to be, the registered holder of each such Dissent Unit and the name of such registered holder shall be, and shall be deemed to be, removed from the register of the REIT Unitholders in respect of each such Dissent Unit, and at such time each such Dissenting Unitholder will have the rights set out in Section 4.1;
  - (ii) such Dissenting Unitholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such Dissent Unit; and
  - (iii) the Purchaser shall be and shall be deemed to be the holder of all of the outstanding Dissent Units and the central securities register of the REIT shall be, and shall be deemed to be, revised accordingly;
- (n) Each REIT Unit (other than the Secondary Purchased REIT Units and any Dissent Units) shall be transferred and assigned, without any further act or formality on its part, to the Purchaser (free and clear of any Liens) in exchange for the Consideration, and
  - (i) the registered holder thereof shall cease to be, and shall be deemed to cease to be, the registered holder of each such REIT Unit and the name of such registered holder shall be, and shall be deemed to be, removed from the register of REIT Unitholders;
  - (ii) the registered holder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such REIT Unit; and
  - (iii) the Purchaser shall be, and shall be deemed to be, the holder of all of such outstanding REIT Units and the central securities register of the REIT shall be, and shall be deemed to be, revised accordingly;
- (o) Each Secondary Purchased REIT Unit shall be transferred and assigned, without any further act or formality on its part, to the Purchaser (free and clear of any Liens) in exchange for the Consideration, and

- (i) the registered holder thereof shall cease to be, and shall be deemed to cease to be, the registered holder of each such Secondary Purchaser REIT Unit and the name of such registered holder shall be, and shall be deemed to be, removed from the register of REIT Unitholders;
- (ii) the registered holder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such Secondary Purchased REIT Unit; and
- (iii) the Purchaser shall be and shall be deemed to be the holder of all of the outstanding Secondary Purchased REIT Units and the central securities register of the REIT shall be, and shall be deemed to be, revised accordingly

it being expressly provided that the events provided for in this Section 3.1 will be deemed to occur on the Effective Date, notwithstanding that certain procedures related thereto may not be completed until after the Effective Date.

### **3.2 Permitted Distributions**

In accordance with the Arrangement Agreement and this Plan of Arrangement, any Person who was a holder of REIT Units as of a record date for an Unpaid Permitted Distribution that occurred prior to the Effective Date shall receive, on the applicable payment date, any Unpaid Permitted Distributions to which they are entitled that remain unpaid as of the Effective Time.

### **3.3 Adjustments to Consideration**

If, subsequent to the date of the Arrangement Agreement but prior to the Effective Time, the REIT sets a record date, or otherwise declares a distribution, other than a Permitted Distribution (as defined in the Arrangement Agreement) paid in accordance with Section 4.10 of the Arrangement Agreement, then: (a) to the extent that the amount of such distributions per REIT Unit does not exceed the Consideration, the Consideration shall be reduced by the per REIT Unit amount of such distributions and (b) to the extent that the amount of such distributions per REIT Unit exceeds the Consideration, the Consideration shall be reduced to zero and such excess amount shall be placed in escrow for the account of the Purchaser. In the event that, subsequent to the date of the Arrangement Agreement but prior to the Effective Time, the REIT Units issued and outstanding shall, through a reorganization, recapitalization, reclassification, unit dividend, unit split, reverse unit split or other similar change in the capitalization of the REIT, increase or decrease in number or be changed into or exchanged for a different kind or number of securities, then an appropriate and proportionate adjustment shall be made to the Consideration to provide the REIT Unitholders the same economic effect as contemplated by the Arrangement Agreement prior to such event; provided, however, that nothing set forth in this Section 3.2 shall be construed to supersede or in any way limit the prohibitions set forth in Section 4.1 of the Arrangement Agreement.

## **ARTICLE 4 DISSENT RIGHTS**

### **4.1 Dissent Rights**

In connection with the Arrangement, each registered holder of a REIT Unit may exercise rights of dissent (“**Dissent Rights**”) with respect to the REIT Units held by such holder of a REIT Unit pursuant to sections 237 to 247 of the BCBCA, as modified by the Interim Order and this Article 4; provided that, notwithstanding section 242(1)(a) of the BCBCA, the written objection to the Arrangement Resolution referred to in section 242(1)(a) of the BCBCA must be received by the REIT not later than 4:00 p.m. (Vancouver time) two Business Days immediately preceding the date of the Unitholder Meeting. Dissenting Unitholders who:

- (a) are ultimately entitled to be paid by the Purchaser fair value for their Dissent Units (A) shall be deemed to not to have participated in the transactions in Article 3 (other than Section 3.1(m)); (B) shall be deemed to have transferred and assigned such Dissent Units (free and clear of any Liens) to the Purchaser in accordance with Section 3.1(m); (C) will be entitled to be paid the fair value of such Dissent Units by the Purchaser, which fair value, notwithstanding anything to the contrary contained in the BCBCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted at the Unitholder Meeting; and (D) will not be entitled to any other payment or consideration whatsoever, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such REIT Units; or
- (b) are ultimately not entitled, for any reason, to be paid by the Purchaser fair value for their Dissent Units, shall be deemed to have participated in the Arrangement in respect of those REIT Units on the same basis as a REIT Unitholder who has not exercised Dissent Rights (and shall be entitled to receive the Consideration from the Purchaser in the same manner as such non-Dissenting Unitholders).

### **4.2 Recognition of Dissenting Holders**

- (a) In no event shall the Purchaser, the REIT or any other Person be required to recognize a Dissenting Unitholder as a registered or beneficial owner of REIT Units or any interest therein (other than the rights set out in this Section 4.1) at or after the Effective Time, and at the Effective Time the names of such Dissenting Unitholders shall be deleted from the central securities register of the REIT as at the Effective Time.
- (b) For greater certainty, in addition to any other restrictions in the BCBCA and the Interim Order, no Person shall be entitled to exercise Dissent Rights with respect to (i) REIT Units in respect of which a Person has voted or has instructed a proxyholder to vote in favour of the Arrangement Resolution and (ii) Unit Options, Deferred Units, Restricted Units and Performance Units.

**ARTICLE 5**  
**DELIVERY OF CONSIDERATION**

**5.1 Certificates and Payments**

- (a) Following receipt by the REIT of the Final Order and not later than the time required by Section 1.8 of the Arrangement Agreement, the Purchaser shall deliver or cause to be delivered to the Depositary sufficient funds to satisfy the aggregate Consideration payable to REIT Unitholders in accordance with Section 3.1, which cash shall be held by the Depositary as agent and nominee for such former REIT Unitholders for distribution to such former REIT Unitholders in accordance with the provisions of this Article 5.
- (b) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding REIT Units that were transferred pursuant to Sections 3.1(n) and/or 3.1(o), together with a duly completed and executed Letter of Transmittal and any such additional documents and instruments as the Depositary may reasonably require, the registered holder of REIT Units represented by such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such REIT Unitholder, the Consideration that such REIT Unitholder has the right to receive under the Arrangement for such REIT Units, less any amounts withheld pursuant to Section 5.2, and any certificate so surrendered shall forthwith be cancelled.
- (c) After the Effective Time and until surrendered for cancellation as contemplated by Section 5.1(b), each certificate that immediately prior to the Effective Time represented one or more REIT Units (other than REIT Units held by the Purchaser or any of its Affiliates) shall be deemed at all times to represent only the right to receive in exchange therefor the Consideration that the holder of such certificate is entitled to receive in accordance with Section 3.1, less any amounts withheld pursuant to Section 5.2.
- (d) Following receipt by the REIT of the Final Order and not later than the Effective Date, the REIT shall deliver or cause to be delivered to the Depositary (unless the parties otherwise agree) sufficient funds to satisfy the aggregate Unit Option Payments, Deferred Unit Payments, Restricted Unit Payments and Performance Unit Payments payable to holders of Option Units, Deferred Units, Restricted Units and Performance Units, respectively, in accordance with Section 3.1 which cash shall be held by the Depositary as agent and nominee for such holders for distribution to such former holders in accordance with the provisions of this Article 5. The delivery of such funds to the Depositary following receipt of the Final Order and on or prior to the Effective Time shall constitute full satisfaction of the rights of, as applicable, the former holders of Option Units, Deferred Units, Restricted Units or Performance Units against the REIT or the Purchaser and such former holders shall have no claim against the REIT or the Purchaser except to the extent that the funds delivered by the REIT to the Depositary (except to the extent such funds are withheld in accordance with Section 5.2) are insufficient to

satisfy the amounts payable to such former holders or are not paid by the Depositary to such former holders of Option Units, Deferred Units, Restricted Units or Performance Units in accordance with the terms thereof. As soon as practicable after the Effective Date, the Depositary shall pay or cause to be paid the amounts, less applicable withholdings, to be paid to holders of Unit Options, Deferred Units and Restricted Units pursuant to this Plan of Arrangement. Notwithstanding the foregoing, at the election of the REIT, the REIT shall be entitled to pay the Unit Option Payment, Deferred Unit Payment, Restricted Unit Payment and Performance Unit Payment payable to holders of Option Units, Deferred Units, Restricted Units and Performance Units, respectively, in accordance with Section 3.1, pursuant to its payroll service provider no later than the REIT's next regularly scheduled payroll date following the Effective Date.

## **5.2 Lost Certificates.**

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding REIT Units that were transferred pursuant to Sections 3.1(n) and 3.1(o) shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, the Consideration deliverable in accordance with such holder's duly completed and executed Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such cash is to be delivered shall as a condition precedent to the delivery of such Consideration, give a bond satisfactory to the Purchaser and the Depositary (acting reasonably) in such sum as the Purchaser may direct (acting reasonably), or otherwise indemnify the Purchaser and the REIT in a manner satisfactory to the Purchaser and the REIT, acting reasonably, against any claim that may be made against the Purchaser and the REIT with respect to the certificate alleged to have been lost, stolen or destroyed.

## **5.3 Rounding of Cash**

In any case where the aggregate cash consideration payable to a particular REIT Unitholder under the Arrangement would, but for this provision, include a fraction of a cent, the consideration payable shall be rounded down to the nearest whole cent.

## **5.4 Withholding Rights**

The Purchaser, the REIT or the Depositary, as applicable, shall be entitled to deduct and withhold, or to direct any Person to deduct and withhold on their behalf, from any amount payable to any Person under this Plan of Arrangement (an "**Affected Person**"), such amounts as the Purchaser, the REIT or the Depositary determines, acting reasonably, are required or permitted to be deducted and withheld with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of any other Law . To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Affected Person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

## 5.5 Limitation and Proscription

- (a) To the extent that a former REIT Unitholder shall not have complied with the provisions of Section 5.1 or Section 5.2 on or before the date that is six (6) years after the Effective Date (the “**final proscription date**”), then the Consideration that such former REIT Unitholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the Consideration to which such former REIT Unitholder was entitled, shall be delivered to the Purchaser or its successors or assigns by the Depositary, and the certificates formerly representing the REIT Units shall cease to represent a right or claim of any kind or nature as of such final proscription date.
- (b) Any payment made by way of cheque by the Depositary pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary or that otherwise remains unclaimed, in each case, on or before the final proscription date shall cease to represent a right or claim of any kind or nature and the right of any:
  - (i) REIT Unitholder to receive the Consideration to which they are entitled pursuant to Sections 3.1(n) and 3.1(o) shall terminate and be deemed to be surrendered and forfeited to the Purchaser or its successors or assigns; or
  - (ii) (A) holder of a Unit Option to receive the Unit Option Payment to which they are entitled pursuant to Section 3.1(c); (B) holder of a Deferred Unit to receive the Deferred Unit Payment to which they are entitled pursuant to Section 3.1(e); (C) holder of a Restricted Unit to receive the Restricted Unit Payment to which they are entitled pursuant to Section 3.1(f); or (D) holder of a Performance Unit to receive the Performance Unit Payment to which they are entitled pursuant to Section 3.1(g); shall terminate and be deemed to be surrendered and forfeited to the REIT or its successors or assigns.

## 5.6 No Liens

Any exchange or transfer of REIT Units pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

## 5.7 Paramountcy

From and after the Effective Time: (i) this Plan of Arrangement shall take precedence and priority over any and all REIT Units, Unit Options, Deferred Units, Restricted Units and Performance Units issued prior to the Effective Time; (ii) the rights and obligations of the registered and beneficial holders of REIT Units, Unit Options, Deferred Units, Restricted Units and Performance Units (other than the Purchaser or any of its Affiliates), and of the REIT, the Purchaser, the Depositary and any transfer agent or other depositary in relation thereto, shall be solely as provided for in this Plan of Arrangement and the Arrangement Agreement; and (iii) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any REIT Units, Unit Options, Deferred

Units, Restricted Units or Performance Units shall be deemed to have been settled, compromised, released and determined without liability whatsoever except as set forth herein.

## **ARTICLE 6 AMENDMENTS**

### **6.1 Amendments**

- (a) The Purchaser and the REIT reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that any such amendment, modification or supplement must be: (i) agreed to in writing by each of the REIT and the Purchaser, (ii) filed with the Court, and, if made following the Unitholder Meeting, approved by the Court, and (iii) if the Court directs, approved by the REIT Unitholders and communicated to the REIT Unitholders if and as required by the Court, and in either case in the manner required by the Court.
- (b) Subject to the provisions of the Interim Order, any amendment, modification or supplement to this Plan of Arrangement, if agreed to in writing by each of the REIT and the Purchaser, may be proposed by the REIT and the Purchaser at any time prior to or at the Unitholder Meeting, with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Unitholder Meeting shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Unitholder Meeting will be effective only if it is agreed to in writing by each of the REIT and the Purchaser and, if required by the Court, by some or all of the REIT Unitholders voting in the manner directed by the Court.
- (d) Notwithstanding anything to the contrary contained herein, any amendment, modification or supplement to this Plan of Arrangement may be made by the REIT and the Purchaser, or the Purchaser (with the approval of the REIT, not to be unreasonably withheld, conditioned or delayed) in relation to the rights and restrictions of the CanCo SPV Preferred Shares, without the approval of or communication to the Court or the REIT Unitholders, provided that it concerns a matter which, in the reasonable opinion of the REIT and the Purchaser is of an administrative or ministerial nature or required to better give effect to the implementation of this Plan of Arrangement and is not materially adverse to the financial or economic interests of any of the REIT Unitholders.
- (e) This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the Arrangement Agreement.

**ARTICLE 7**  
**FURTHER ASSURANCES**

**7.1 Further Assurances**

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out in this Plan of Arrangement.



## EXHIBIT A

### **PROVISIONS ATTACHING TO THE PREFERRED SHARES OF PIRET HOLDINGS (CANADA) LTD.**

The Preferred Shares shall have the following rights, privileges, restrictions and conditions (it being understood that all references to the “**Corporation**” in this Annex A shall be a reference to PIRET Holdings (Canada) Ltd.):

#### **1. Definitions**

With respect to the Preferred Shares, the following terms shall have the meanings ascribed to them below:

- (a) “**Act**” means the *Business Corporations Act* (British Columbia).
- (b) “**Automatic Redemption Date**” means, in respect of a Preferred Share, the first Business Day not less than 30 days following the issuance of such Preferred Share.
- (c) “**Business Day**” means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Toronto, Ontario or Vancouver, British Columbia.
- (d) “**Redemption Price**” means, in respect of each Preferred Share, \$0.00001.

#### **2. Dividends**

The holders of the Preferred Shares shall be entitled to receive and the Corporation shall pay thereon, if, as and when declared by the board of directors out of the moneys of the Corporation properly applicable to the payment of dividends, non-cumulative preferential dividends.

Except with the consent in writing of the holders of all the Preferred Shares outstanding, no dividends or other distributions shall at any time be declared and paid, or declared and set aside for payment, in respect of any common shares or any other class of shares of the Corporation ranking junior to the Preferred Shares, unless the full amount of any dividends declared on the Preferred Shares then issued and outstanding shall have been paid, or provided for, at the date of such declaration and payment or setting aside of dividends on the common shares or other shares of the Corporation ranking junior to the Preferred Shares.

#### **3. Voting Rights**

Each holder of Preferred Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation and to vote at such meetings, except meetings at which only holders of a specified class of shares (other than Preferred Shares) or specified series of shares are entitled to vote. At all meetings of which notice must be given to the holders of the Preferred Shares, each holder of Preferred Shares shall be entitled to one vote in respect of each Preferred Share held by such holder.

#### **4. Liquidation, Dissolution or Winding-up**

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Preferred Shares shall be entitled to receive in respect of each Preferred Share, before any distribution of any part of the assets of the Corporation among the holders of the common shares and any other class of shares of the Corporation ranking junior to the Preferred Shares but subject to the rights of holders of any class of shares of the Corporation ranking senior of the Preferred Shares, an amount equal to the Redemption Price together with all dividends on each Preferred Share declared but unpaid. After payment to the holders of the Preferred Shares of the amount so payable to such holders as herein provided, the holders of the Preferred Shares shall not be entitled to share in any further distribution of the property or assets of the Corporation.

#### **5. Redemption at the Option of the Corporation**

Subject to the Act, the Corporation shall, at its option, be entitled to redeem at any time or times all or any part of the Preferred Shares registered in the name of any holder of any such Preferred Shares on the books of the Corporation with or without the consent of such holder by giving notice in writing to such holder, unless such notice is waived by the holder, specifying:

- (a) that the Corporation desires to redeem all or any part of the Preferred Shares registered in the name of such holder;
- (b) the number of Preferred Shares to be redeemed;
- (c) the Redemption Price;
- (d) the Business Day (in this paragraph 5, the “**Redemption Date**”) on which the Corporation desires to redeem such Preferred Shares, provided that the Redemption Date may be no later than the Automatic Redemption Date; and
- (e) the place of redemption.

The Corporation shall, on the Redemption Date, redeem such Preferred Shares by paying to such holder an amount equal to the aggregate Redemption Price for the Preferred Shares so called for redemption (less any tax required by law to be withheld by the Corporation) on presentation and surrender of the certificate(s) for the Preferred Shares so called for redemption at such place as may be specified in such notice. Subject to paragraph 8 below, the certificate(s) for such Preferred Shares shall thereupon be cancelled and the Preferred Shares represented thereby shall thereupon be redeemed. Payment of the aggregate Redemption Price for the Preferred Shares to be redeemed shall be made, at the option of the Corporation, (i) by delivery to such holder of a cheque of the Corporation payable at par at any branch in Canada of the Corporation’s bankers; (ii) by wire transfer by the Corporation to the holder of the Preferred Shares; or (iii) by a demand note with a principal amount equal to the aggregate Redemption Price for the Preferred Shares to be redeemed. From and after the Redemption Date, such Preferred Shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders of Preferred Shares in respect thereof unless payment of the Redemption Price is not

made on the Redemption Date, or on presentation and surrender of the certificate(s) for the Preferred Shares so called for redemption, whichever is later, in which case the rights of the holder of the Preferred Shares shall remain unaffected until payment in full of the Redemption Price.

If at any time, some, but not all, of such Preferred Shares are to be redeemed, the Preferred Shares to be redeemed shall be selected in proportion to the number of Preferred Shares registered in the name of each holder, or in such other manner as the board of directors determines.

## **6. Redemption at the Option of the Holder**

Subject to the Act, a holder of any Preferred Shares shall be entitled to require the Corporation to redeem at any time or times any Preferred Shares registered in the name of such holder on the books of the Corporation by tendering to the Corporation at its registered office a share certificate representing the Preferred Shares which the holder desires to have the Corporation redeem together with a request in writing (the “**Retraction Demand**”), unless such request is waived by the Corporation, specifying:

- (a) that the holder desires to have all or any part of the Preferred Shares represented by such certificate redeemed by the Corporation;
- (b) the number of Preferred Shares to be redeemed; and
- (c) the Business Day (in this paragraph 6 “**Retraction Date**”) on which the holder desires to have the Corporation redeem such Preferred Shares, provided that the Retraction Date may be no later than the Automatic Redemption Date.

The Corporation shall, on such Retraction Date, redeem all Preferred Shares required to be redeemed by paying to such holder an amount equal to the aggregate Redemption Price for the Preferred Shares so called for redemption (less any tax required by law to be withheld by the Corporation) on presentation and surrender of the certificate(s) for the Preferred Shares to be so redeemed at the registered office of the Corporation. Subject to paragraph 8 below, the certificate(s) for such Preferred Shares shall thereupon be cancelled and the Preferred Shares represented thereby shall thereupon be redeemed. Payment of the aggregate Redemption Price for the Preferred Shares to be redeemed shall be made, at the option of the Corporation, (i) by delivery to such holder of a cheque of the Corporation payable at par at any branch in Canada of the Corporation’s bankers; (ii) by wire transfer by the Corporation to the holder of the Preferred Shares; or (iii) by a demand note with a principal amount equal to the aggregate Redemption Price for the Preferred Shares to be redeemed. From and after the Retraction Date, such Preferred Shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders of Preferred Shares in respect thereof unless payment of the Redemption Price is not made on the Retraction Date, in which case the rights of the holder of the Preferred Shares shall remain unaffected until payment in full of the Redemption Price.

## **7. Automatic Redemption**

Subject to the Act, the Corporation shall deliver to each registered holder of Preferred Shares a notice (unless such notice is waived by the holder) not less than five Business Days prior to the Automatic Redemption Date applicable to any of the Preferred Share(s) held by such holder (the Preferred Shares in respect of which the Automatic Redemption Date applies, the “**Subject Shares**”), which notice shall specify:

- (a) that the Subject Shares will be redeemed on the applicable Automatic Redemption Date, with or without the consent of such holder;
- (b) the Redemption Price; and
- (c) the place of redemption.

The Corporation shall, on the Automatic Redemption Date, redeem the Subject Shares by paying to such holder an amount equal to the aggregate Redemption Price for the Subject Shares (less any tax required by law to be withheld by the Corporation) at such place as may be specified in such notice. The certificate(s) for the Subject Shares shall thereupon be cancelled and the Subject Shares represented thereby shall thereupon be redeemed. Payment of the aggregate Redemption Price for the Subject Shares to be redeemed shall be made, at the option of the Corporation, (i) by delivery to such holder of a cheque of the Corporation payable at par at any branch in Canada of the Corporation’s bankers; (ii) by wire transfer by the Corporation to the holder of the Subject Shares; or (iii) by a demand note with a principal amount equal to the aggregate Redemption Price for the Subject Shares to be redeemed. From and after the Automatic Redemption Date, the Subject Shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders of Preferred Shares in respect thereof.

## **8. Partial Redemption**

If less than all Preferred Shares represented by a certificate are redeemed, the holder shall be entitled to receive, at the expense of the Corporation, a new certificate representing the Preferred Shares which have not been redeemed.

## **9. Restriction on Dividends and Other Distributions**

No dividends shall at any time be declared and paid, or declared and set aside for payment, and no other distributions shall at any time be made on or in respect of the common shares, or any other shares of the Corporation ranking junior to the Preferred Shares, if the payment or setting aside for payment of such dividend or the making of such distribution would impair the ability of the Corporation to redeem any Preferred Shares pursuant to paragraphs 5, 6 or 7, as the case may be, on the Redemption Date, Retraction Date or Automatic Redemption Date, as applicable.