



**Retail
REIT**

SLATE RETAIL REIT

ANNUAL INFORMATION FORM

For the Year Ended December 31, 2019

Dated February 25, 2020

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INFORMATION

In this annual information form (“**Annual Information Form**”), references to Slate Retail REIT (the “**REIT**”) include its Subsidiaries as required by the context. All dollar amounts are expressed in U.S. dollars (“US\$” or “\$”) unless otherwise indicated. All capitalized terms used in this Annual Information Form but not otherwise defined herein have the meanings set forth under “*Glossary*”. Information contained in this Annual Information Form is presented as at December 31, 2019 unless otherwise specifically stated.

FORWARD-LOOKING STATEMENTS

Certain information in this Annual Information Form constitutes “forward-looking statements” within the meaning of applicable securities legislation. These statements reflect management’s expectations regarding objectives, plans, goals, strategies, future growth, results of operations, performance and business prospects and opportunities of the REIT including expectations for the current financial year, and include, but are not limited to, statements with respect to management’s beliefs, plans, estimates and intentions, and similar statements concerning anticipated future events, results, circumstances, performance or expectations that are not historical facts. Statements that contain words such as “could”, “should”, “would”, “can”, “anticipate”, “expect”, “does not expect”, “believe”, “plan”, “budget”, “schedule”, “estimate”, “intend”, “project”, “will”, “may”, “might”, “continue”, “seek”, “strategy”, “future”, “likely” and similar expressions or statements relating to matters that are not historical facts constitute forward-looking statements.

These forward-looking statements are not guarantees of future events or performance and, by their nature, are based on the REIT’s current estimates and assumptions, which are subject to significant risks and uncertainties. The REIT believes that these statements are made based on reasonable assumptions; however, there is no assurance that the events or circumstances reflected in these forward-looking statements will occur or be achieved. A number of factors could cause actual results to differ materially from the results discussed in the forward-looking statements including, but not limited to the risks that are more fully discussed under the “*Risk Factors*” section of this Annual Information Form. Factors that could cause actual results to differ materially from those contemplated or implied by forward-looking statements include, but are not limited to: risks incidental to ownership and operation of real estate properties including local real estate conditions; financial risks related to obtaining available equity and debt financing at reasonable costs and interest rate fluctuations; operational risks including timely leasing of vacant space and re-leasing of occupied space on expiration of current leases on terms at current or anticipated rental rates; tenant defaults and bankruptcies; uncertainties of acquisition activities including availability of suitable property acquisitions and integration of acquisitions; competition including development of properties in close proximity to the REIT’s properties; loss of key management and employees; potential environmental liabilities; catastrophic events, such as earthquakes and hurricanes; governmental, taxation and other regulatory risks and litigation risks.

This is not an exhaustive list of the factors that may affect the REIT’s forward-looking statements and information. Other risks and uncertainties not presently known to the REIT could also cause actual results or events to differ materially from those expressed in its forward-looking statements. Additional risks and uncertainties are discussed in the REIT’s materials filed with the Canadian securities regulatory authorities from time to time.

Forward-looking statements included in this Annual Information Form are made as of December 31, 2019 and accordingly are subject to change after such date. The REIT does not undertake to update any forward-looking statements that are included in this Annual Information Form, whether as a result of new information, future events or otherwise, except as expressly required by applicable securities laws. Certain statements included in this Annual Information Form may be considered “financial outlook” for purposes of applicable securities laws, and such financial outlook may not be appropriate for purposes other than this Annual Information Form. Investors are cautioned against placing undue reliance on forward-looking statements.

NON-IFRS MEASURES

We disclose a number of financial measures in this Annual Information Form that are not measures determined in accordance with IFRS, including net operating income (“**NOI**”), funds from operations (“**FFO**”), and adjusted funds from operations (“**AFFO**”), in addition to certain of these measures on a per unit basis. We utilize these measures for a variety of reasons, including measuring performance, managing the business, capital allocation and the assessment of risk. Descriptions of why these non-IFRS measures are useful to investors and how management uses each measure are also included in the REIT’s Management’s Discussion and Analysis (“**MD&A**”) for its most recently completed financial year. We believe that providing these performance measures on a supplemental basis to IFRS results is helpful to investors in assessing the overall performance of our businesses in a manner similar to management. These financial measures should not be considered as a substitute for similar financial measures calculated in accordance with IFRS. We caution readers that these non-IFRS financial measures may differ from the calculations disclosed by other businesses, and as a result, may not be comparable to similar measures presented by others. Reconciliations of these non-IFRS measures to the most directly comparable financial measures calculated and presented in accordance with IFRS are included within the MD&A.

The definitions of non-IFRS financial measures are as follows:

“**NOI**” is defined as rental revenue less operating expenses, prior to straight-line rent, IFRIC 21, Levies (“IFRIC 21”) property tax adjustments and adjustments for equity investment. Same-property NOI includes those properties owned by the REIT for each of the current period and the relevant comparative period excluding those properties under development. NOI margin is defined as NOI divided by revenue, prior to straight-line rent.

“**FFO**” is defined as net income (loss) adjusted for certain items including transaction costs, change in fair value of properties, change in fair value of financial instruments, deferred income taxes, unit expense (income), adjustments for equity investment and IFRIC 21 property tax adjustments.

“**AFFO**” is defined as FFO adjusted for straight-line rental revenue and sustaining capital, leasing costs and tenant improvements.

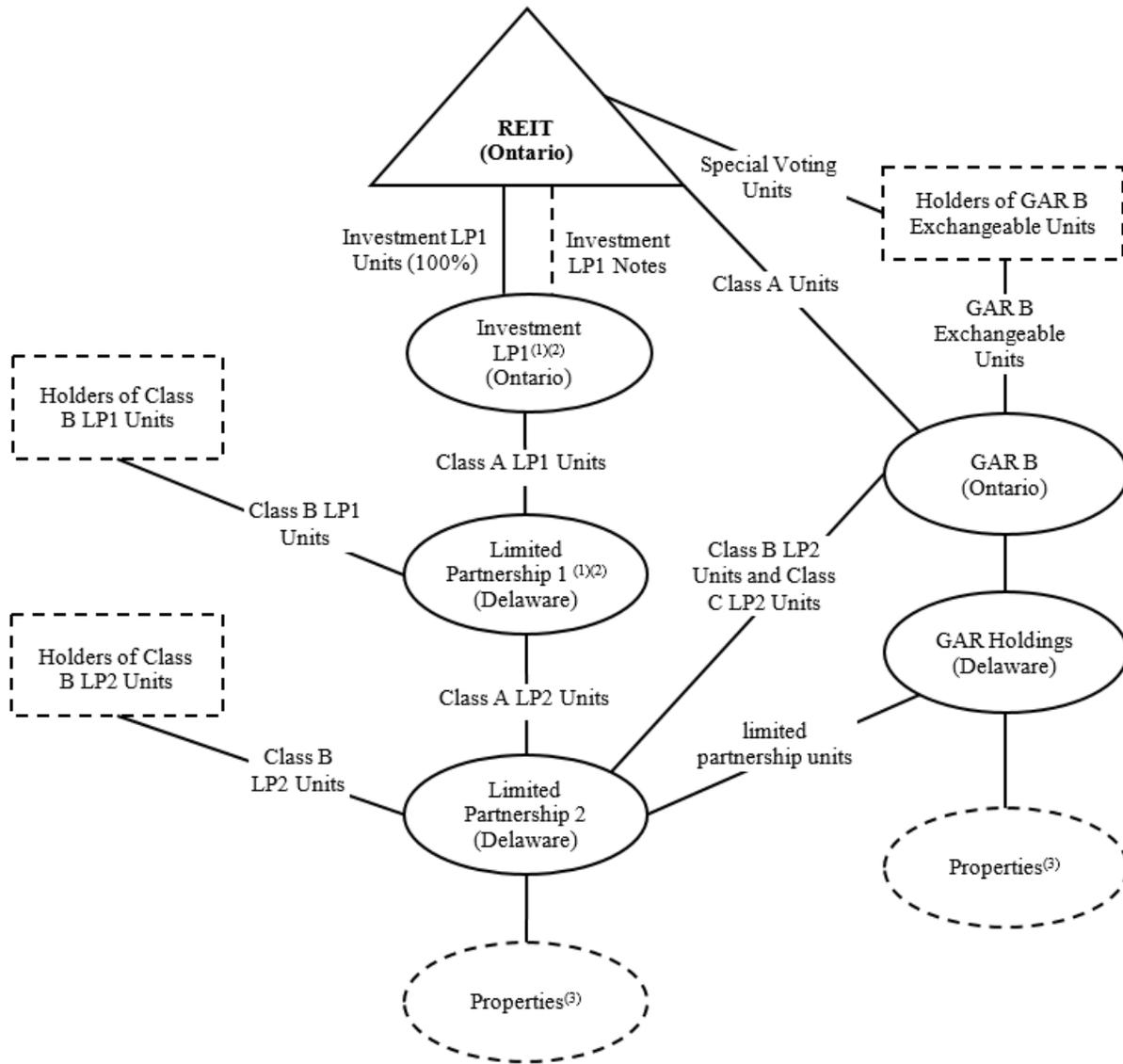
ORGANIZATIONAL STRUCTURE

The REIT is an unincorporated, open-ended real estate investment trust established pursuant to the Declaration of Trust under, and governed by, the laws of the Province of Ontario. The REIT focuses on acquiring, owning and leasing a portfolio of diversified revenue-producing commercial real estate properties in the United States, with an emphasis on grocery-anchored retail properties.

The head and registered office of the REIT is located at 121 King Street West, Suite 200, Toronto, Ontario M5H 3T9.

The Class U Units trade on the TSX under the symbols “SRT.UN” (quoted in Canadian dollars) and “SRT.U” (quoted in U.S. dollars).

Each of the REIT's properties is held indirectly by the REIT. The following diagram illustrates the simplified structure of the REIT:



Notes:

- (1) Investment LP1 and Limited Partnership 1 own a direct interest in Slate U.S. Opportunity (No. 1) Holding L.P., a subsidiary of Limited Partnership 2.
- (2) Limited Partnership 1 and Limited Partnership 2 own a direct interest in Slate U.S. Opportunity (No. 3) Holding L.P.
- (3) The REIT's properties are owned indirectly by the REIT through various holding entities. The REIT's properties are also held directly and indirectly through a series of limited partnerships.

GENERAL DEVELOPMENT OF THE BUSINESS

Three Year History

Offerings

In January 2017, the REIT completed a public offering of 5,209,500 Class U Units pursuant to the base shelf prospectus dated March 17, 2015 and a prospectus supplement at a price of C\$14.35 (\$10.89) per Class U Unit for gross proceeds of approximately C\$74.8 million (\$56.7 million) (the "**January 2017 Offering**"). The January 2017 Offering was conducted on a bought deal basis by a syndicate of underwriters led by joint-bookrunners CIBC World Markets Inc., BMO Nesbitt Burns Inc. and GMP Securities L.P. (the "**January 2017 Underwriters**"). The REIT and the January 2017 Underwriters entered into an underwriting agreement dated January 13, 2017 in connection with the January 2017 Offering. Concurrently with the closing of the January 2017 Offering, the REIT completed a private placement (the "**January 2017 Private Placement**") of 350,000 Class U Units at a price of C\$14.35 (\$10.89) per Class U Unit for gross proceeds of approximately C\$5 million (\$3.8 million).

The REIT filed a short form base shelf prospectus dated March 17, 2017 (the "**2017 Base Shelf Prospectus**") qualifying the issuance of up to \$750,000,000 of Class U Units, debt securities or subscription receipts.

In May 2017, the REIT completed a public offering of 5,071,500 Class U Units pursuant to the 2017 Base Shelf Prospectus and a prospectus supplement at a price of C\$14.75 (\$11.00) per Class U Unit for gross proceeds of approximately C\$74.8 million (\$55.8 million) (the "**May 2017 Offering**"). The May 2017 Offering was conducted on a bought deal basis by a syndicate of underwriters led by joint-bookrunners CIBC Capital Markets, BMO Capital Markets and GMP Securities (the "**May 2017 Underwriters**"). The REIT and the May 2017 Underwriters entered into an underwriting agreement dated May 25, 2017 in connection with the May 2017 Offering. Concurrently with the closing of the May 2017 Offering, the REIT completed a private placement (the "**May 2017 Private Placement**") of 170,000 Class U Units at a price of C\$14.75 (\$11.00) per Class U Unit for gross proceeds of approximately C\$2.5 million (\$1.9 million).

Subdivision

On May 11, 2018 the REIT announced the completion of its (a) amendment and restatement of its declaration of trust (the "**Third A&R DOT**") for the purpose of making the features of the Class A Units, Class I Units and Class U Units consistent among all three classes, among other things, and (b) subdivision of each of the: (i) Class A Units issued and outstanding on May 3, 2018 (the "**Record Date**") on the basis of a subdivision ratio of one pre-subdivision Class A Unit for 1.0078 post-subdivision Class A Units; and (ii) Class I Units issued and outstanding on the Record Date on the basis of a subdivision ratio of one pre-subdivision Class I Unit for 1.0554 Class I Units (collectively, the "**Subdivision**"). The Third A&R DOT and the Subdivision were completed contemporaneously and did not change the relative economics of the different classes of units of the REIT. As a consequence of the Subdivision, the proportionate entitlement of the Class A Units and Class I Units with respect to distributions from the REIT was adjusted to 1.0 and all Class A Units, Class I Units and Class U Units have equal rights with respect to distributions from the REIT, redemptions of units and on the termination of the REIT. Following completion of the Subdivision, each Class A Unit and each Class I Unit remains convertible into a Class U Unit and the conversion ratio is one-for-one. The REIT completed the above steps to have its units presented as equity in its consolidated financial statements as opposed to their presentation as a liability prior to May 11, 2018.

Normal Course Issuer Bid

On May 23, 2018 the REIT announced that it had received approval from the TSX to renew its existing normal course issuer bid (the "**2018 NCIB**") effective as at the open of markets on May 28, 2018 to repurchase for cancellation up to 3,873,045 Class U Units, or approximately 10% of the REIT's public float of Class U Units. The 2018 NCIB remains in effect until the earlier of May 25, 2019 or the date on which the REIT has purchased an aggregate of 3,873,045 Class U Units. In 2019, no further Class U Units of the

REIT were repurchased pursuant to the 2018 NCIB. The REIT suspended further purchases of Class U Units pursuant to the 2018 NCIB prior to the announcement of the 2019 SIB (as defined below) on January 9, 2019 until after the expiration or termination of the 2019 SIB on February 20, 2019.

On May 23, 2019 the REIT announced that it had received approval from the TSX to renew its existing normal course issuer bid (the “**2019 NCIB**”) effective as at the open of markets on May 27, 2019 to repurchase for cancellation up to 3,852,857 Class U Units, or approximately 10% of the REIT’s public float of Class U Units. The 2019 NCIB remains in effect until the earlier of May 25, 2020 or the date on which the REIT has purchased an aggregate of 3,852,857 Class U Units. In 2019, 1,901,069 Class U Units of the REIT were repurchased pursuant to the 2019 NCIB.

Substantial Issuer Bid

On January 9, 2019, the REIT announced its intention to commence a substantial issuer bid pursuant to which the REIT offered to purchase up to 4,210,526 Class U Units at a purchase price of C\$12.54 per Class U Unit for an aggregate purchase amount not exceeding C\$52,799,996.04 (the “**2019 SIB**”). The 2019 SIB expired at 5:00 p.m. (Eastern time) on February 20, 2019. The REIT had fully taken up and paid for 336,563 Class U Units at a price of C\$12.54 per Class U Unit for an aggregate cost of C\$4.2 million, excluding fees and expenses related to the offer. The Class U Units purchased for cancellation under the 2019 SIB represent approximately 0.8% of the REIT’s Class U Units outstanding at December 31, 2018 and 0.8% of Class U Units outstanding at February 20, 2019, immediately prior to the expiry of the offer. Upon completion of the 2019 SIB, approximately 44.1 million Class U Units remained outstanding.

Acquisitions and Dispositions

Since inception, the REIT has continuously added to its portfolio of properties. During 2019, the REIT acquired a 50% interest in Windmill Plaza, a joint-venture partnership with Kroger (as defined below). The REIT completed 10 property and 7 outparcel dispositions as part of its capital recycling program in order to fund accretive unit repurchases, reduce leverage and fund new accretive investment opportunities. For more information about the current properties of the REIT, see “*Properties of the REIT*”.

Appointment of Executive Officers

The REIT announced on December 16, 2019 that it had appointed Andrew Agatep as Chief Financial Officer of the REIT. Andrew Agatep succeeded Robert Armstrong, who will continue to support the REIT as a member of the senior leadership team of Slate Canada. The REIT announced on February 13, 2020 that it had appointed David Dunn as the Chief Executive Officer of the REIT, with such appointment to take effect on March 12, 2020. David Dunn succeeded Greg Stevenson, who served as Chief Executive Officer of the REIT from August 12, 2015. For more information about Messrs. Agatep and Dunn, see “*Trustees and Executive Officers of the REIT – Executive Officer Information*”.

DESCRIPTION OF THE BUSINESS

Overview

The REIT focuses on acquiring, owning and leasing a portfolio of diversified revenue-producing commercial real estate properties in the United States with an emphasis on grocery-anchored retail properties. See “*Properties of the REIT*”.

Manager

The REIT’s properties are managed by Slate Asset Management (Canada) L.P. (“**Slate Canada**”), a wholly-owned subsidiary of Slate Asset Management L.P. (“**SLAM**”), pursuant to the Management Agreement. SLAM is a Toronto-based commercial real estate investor and asset manager. SLAM’s professionals have extensive experience managing complex real estate transactions in domestic and international markets.

SLAM's team consists of over 90 professionals with dedicated acquisition, leasing, in-house legal, construction management, finance and taxation teams for its U.S., European, and Canadian commercial real estate businesses. Due to its relationship with Slate Canada, the REIT does not have any of its own employees. Instead, the REIT has trustees and officers, and relies on SLAM for services it might otherwise obtain from employees. See "*Management of the REIT*".

Objectives

The objectives of the REIT are to: (i) provide Unitholders with stable cash distributions from a portfolio of diversified revenue-producing commercial real estate properties located in the United States with a focus on grocery-anchored retail properties, (ii) enhance the value of the REIT's assets in order to maximize long-term Unitholder value through active management, and (iii) expand the asset base of the REIT through accretive acquisitions and increase the REIT's earnings on a per unit basis, including through accretive acquisitions.

Growth Strategies

The REIT's internal growth strategy includes the following:

- **Maintaining Strong Tenant Relationships and Ensuring Tenant Retention.** Slate Canada expects to continue to nurture its many longstanding relationships with existing tenants by anticipating and adapting to their changing needs and being proactive with lease renewals. Slate Canada understands the value of maintaining existing tenancies and will engage in ongoing discussions with tenants throughout their lease term to be proactive in negotiating early renewals as leases approach their expirations. The growing size of the REIT's portfolio will help strengthen its longstanding relationships with existing tenants and allow Slate Canada to offer leasing opportunities across multiple properties. This strategy will promote organic growth by minimizing marketing, leasing and tenant improvement costs and avoiding interruptions in rental income generation.
- **Maximizing Rental Income Through Leasing Initiatives.** Slate Canada expects to maintain the current high level of occupancy in the REIT's properties by leveraging Slate Canada's established leasing platform. Slate Canada intends to continue to implement active strategies that take into consideration prevailing economic conditions, the nature of the property, its local positioning, as well as existing and prospective tenants. Many of the REIT's properties are located in areas with low vacancy rates and minimal new competitive supply, which should minimize leasing costs and allow the REIT to replace in-place rents with increased market rents as leases expire. Slate Canada also seeks to continue to include contractual rent escalators in leases to further facilitate growth in rental income.
- **Repositioning Current Properties.** Slate Canada believes that in a number of situations there exists the opportunity to reposition properties currently held by the REIT through modest and targeted capital projects and/or operational improvements.

The REIT will continue to focus on acquiring diversified revenue producing commercial real estate properties with a focus on grocery-anchored retail properties. The REIT's external growth strategy includes the following:

- **Opportunity to Benefit from its Relationship with Slate Canada.** The REIT anticipates that its continuing relationship with Slate Canada provides opportunities to acquire additional properties. Slate has a strong track record of closing acquisitions and believes that it can grow the asset base of the REIT on an accretive basis in the near to medium term.
- **Identify Undervalued Properties.** Slate Canada's extensive relationships with a network of U.S.-based commercial real estate brokers allow it to identify undervalued properties, many of which

may be “off-market” or not widely marketed for sale. With over approximately 38,300 grocery stores in the United States, there exists significant opportunity for the REIT to continue its strategy of acquiring attractive, revenue-producing commercial real estate properties anchored by grocery tenants. Slate Canada’s familiarity with the REIT’s properties allows it to identify complimentary acquisition opportunities that are aligned with the REIT’s investment criteria and accretive to cash flow. The REIT will continue to seek to acquire properties: (i) located in secondary markets in the United States demonstrating sustainable population and employment statistics; (ii) located in well-developed sub-markets with limited risk of new development; and (iii) with anchor tenants, which typically are the dominant retailer within the sub-market, with a proven track record of strong sales and profitability. Slate Canada will continue to target secondary cities in the United States (as opposed to primary markets) where there is typically less competition for quality assets.

- **Apply Slate Canada’s Hands-On Asset Management Philosophy.** Even though Slate Canada targets assets that are stable, income producing properties, Slate Canada will continue to assess each property to determine how to optimally refurbish, reposition and re-tenant the property. Slate Canada will continue to work closely with contractors to reduce operating costs and will oversee capital expenditure projects to ensure they are on budget and completed on time. In addition, Slate Canada will continue to: (i) focus on rebuilding and strengthening tenant relationships with a view to gaining incremental business and extending stable tenant leases; and (ii) outsource property management and other real estate property functions to lower the operating costs borne by the tenants. This cost reduction further improves tenant relationships and will increase the NOI of the REIT’s properties.

Competitive Conditions for Real Property Investments

The REIT may compete for suitable real property investments with other real estate investment trusts, corporations, pension funds and other institutional investors (both Canadian and foreign) which are presently seeking, or which may seek in the future, real property investments similar to those desired by the REIT. Many of these investors have greater financial resources than the REIT, or operate without the REIT’s investment restrictions, or according to more flexible conditions. An increase in the availability of investment capital and an increase in demand for real property investments should increase competition for real property investments, thereby increasing purchase prices and reducing the yields from such investments. Conversely, a decline in the availability of investment capital should produce a decline in demand for real property investments which would lead to decreasing purchase prices and higher yields from such investments.

PROPERTIES OF THE REIT

Overview

As of December 31, 2019, the REIT owns a portfolio of 76 assets that is primarily comprised of grocery-anchored retail properties. The portfolio consists of 9,857,715 square feet of GLA and has an occupancy rate of 93.0%. Management believes that the REIT’s properties, which are well-located, represent a defensive asset class with limited downside in volatile markets. Properties with tenant bases that provide consumer staples and services such as grocery stores, drugstores, banks and fast food restaurants, afford investors with a tenant base with a different profile than volatile specialty retail centres or big box retail outlets.

The following table provides information regarding the REIT’s properties:

Property	Location	Associated MSA	Area (SF)	SF%	Occupancy	Anchor
98 Palms	Destin	Crestview-Fort Walton Beach-Destin	84,682		97%	Winn-Dixie

Property	Location	Associated MSA	Area (SF)	SF%	Occupancy	Anchor
Bellview Plaza	Pensacola	Pensacola	82,910		100%	Publix
Bloomington Plaza	Brandon	Tampa-St. Petersburg	83,237		93%	Winn-Dixie
Cordova Commons	Pensacola	Pensacola	164,343		100%	The Fresh Market
Errol Plaza	Orlando	Orlando	76,582		98%	Winn-Dixie
Eustis Village	Eustis	Orlando	156,927		99%	Publix
Good Homes Plaza	Ocoee	Orlando	165,741		97%	Publix
Meres Town Center	Tarpon Springs	Tampa-St. Petersburg	47,183		100%	Winn-Dixie
Oak Hill Village	Jacksonville	Jacksonville	78,492		100%	Publix
Salerno Village Square	Stuart	Port St. Lucie	77,677		94%	Winn-Dixie
Uptown Station	Fort Walton Beach	Pensacola	272,616		91%	Winn-Dixie
Wedgewood Commons	Stuart	Port St. Lucie	152,708		82%	Publix
Total Florida			1,443,098		14.6%	
Lake Raystown Plaza	Huntingdon	Harrisburg	140,159		100%	Giant Foods
Northland Center	State College	State College	111,409		94%	Giant Foods
Norwin Town Square	North Huntingdon	Pittsburgh	141,466		97%	Shop 'n Save
Shops at Cedar Point	Allentown	Allentown-Bethlehem-Easton	130,583		96%	Weis
Summit Ridge	Mount Pleasant	Pittsburgh	240,884		96%	Walmart
West Valley Marketplace	Allentown	Allentown-Bethlehem-Easton	259,207		97%	Walmart
Total Pennsylvania			1,023,708		10.4%	
11 Galleria	Greenville	Greenville	105,608		85%	The Fresh Market
Battleground Village	Greensboro	Greensboro-High Point	73,207		98%	Earth Fare
Flowers Plantation	Clayton	Raleigh	53,500		95%	Food Lion
Fuquay Crossing	Fuquay-Varnia	Raleigh	96,638		95%	Harris Teeter
Independence Square	Charlotte	Charlotte	190,361		99%	Super Global Market
Mooresville Consumer Square	Mooresville	Charlotte	272,885		99%	Walmart
Mooresville Town Square	Mooresville	Charlotte	98,262		96%	Lowes Foods
Total North Carolina			1,114,991		11.3%	
Abbott's Village	Alpharetta	Atlanta	109,586		99%	Publix
Birmingham Shoppes	Milton	Atlanta	82,905		92%	Publix
Douglas Commons	Douglasville	Atlanta	97,027		98%	Kroger
Duluth Station	Duluth	Atlanta	94,966		83%	Publix

Property	Location	Associated MSA	Area (SF)	SF%	Occupancy	Anchor
Locust Grove	Locust Grove	Atlanta	89,567		94%	Publix
Merchants Crossing	Newnan	Atlanta	174,059		98%	Kroger
National Hills	Augusta	Augusta-Richmond	159,885		94%	The Fresh Market
Robson Crossing	Flowery Branch	Atlanta	103,840		98%	Publix
Total Georgia			911,835	9.3%		
Armstrong Plaza	Fountain Inn	Greenville-Spartanburg-Anderson	57,838		97%	BI-LO
Barefoot Commons	North Myrtle Beach	Myrtle Beach-Conway	90,702		87%	BI-LO
Dill Creek Commons	Greer	Greenville-Spartanburg-Anderson	72,526		100%	BI-LO
Dorman Centre	Spartanburg	Greenville-Spartanburg-Anderson	388,502		97%	Walmart
Little River Pavilion	North Myrtle Beach	Myrtle Beach-Conway	63,823		100%	Lowes Foods
North Augusta Plaza	North Augusta	Augusta-Richmond	229,730		92%	Publix
Total South Carolina			903,121	9.2%		
Cambridge Crossings	Troy	Detroit	238,963		100%	Walmart
Canton Shopping Center	Canton	Detroit	72,361		88%	ALDI
City Center Plaza	Westland	Detroit	97,670		97%	Kroger
Stadium Center	Port Huron	Detroit-Warren-Dearborn	92,538		93%	Kroger
Windmill Plaza	Sterling Heights	Detroit	105,603		86%	Kroger
Total Michigan			607,135	6.2%		
East Brainerd Mall	Brainerd	Minneapolis-St Paul	191,459		96%	Cub Foods
Mapleridge Center	Maplewood	Minneapolis-St Paul	114,681		39%	Vacant
North Branch Marketplace	North Branch	Minneapolis-St Paul	72,895		100%	County Market
Phalen Retail Center	St Paul	Minneapolis-St Paul	73,678		98%	Cub Foods
Plymouth Station	Plymouth	Minneapolis-St Paul	114,069		96%	Hy-Vee
Total Minnesota			566,782	5.8%		
Highland Square	Crossville	Nashville	179,732		98%	Kroger
North Hixson Marketplace	Hixson	Chattanooga	64,254		91%	Food City
St. Elmo Central	Chattanooga	Chattanooga	74,999		100%	Food City
Sunset Plaza	Johnson City	Johnson City	143,752		100%	Kroger
Westhaven Town Center	Franklin	Nashville	63,904		100%	Kroger
Total Tennessee			526,641	5.3%		
Hocking Valley Mall	Lancaster	Columbus	181,393		94%	Kroger
Mulberry Square	Milford	Cincinnati	146,730		86%	Kroger

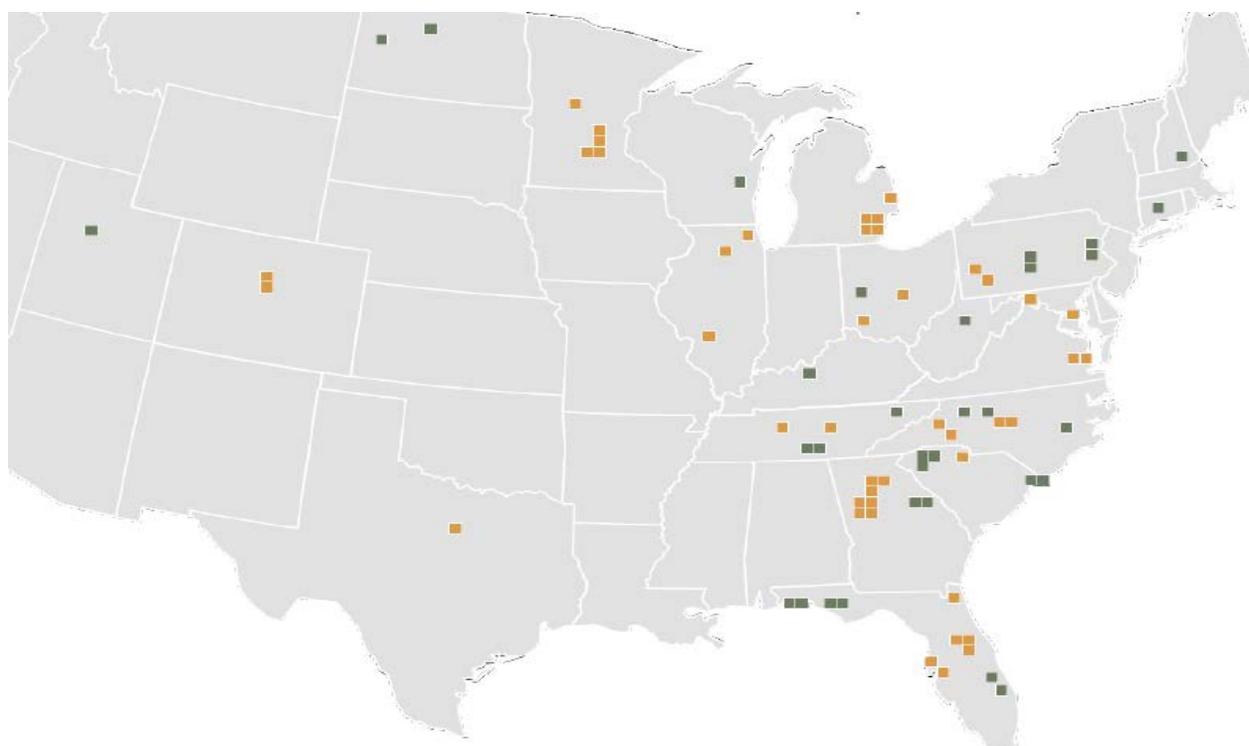
Property	Location	Associated MSA	Area (SF)	SF%	Occupancy	Anchor
Pinewood Plaza	Dayton	Dayton	88,700		91%	Kroger
Total Ohio			416,823	4.2%		
Charles Town Plaza	Charles Town	Washington	206,146		98%	Walmart
Eastpointe Shopping Center	Clarksburg	Morgantown	181,016		67%	Kroger
Total West Virginia			387,162	3.9%		
Glidden Crossing	DeKalb	Chicago-Naperville-Joliet	98,683		92%	Schnucks
North Lake Commons	Lake Zurich	Chicago-Naperville-Joliet	121,099		86%	Jewel Osco
Plaza St. Clair	Fairview Heights	St. Louis	97,459		75%	Schnucks
Total Illinois			317,241	3.2%		
Southgate Crossing	Minot	Minot	159,780		100%	CashWise
Watford Plaza	Watford City	Williston	101,798		99%	CashWise
Total North Dakota			261,578	2.7%		
East Little Creek	Norfolk	Virginia Beach-Norfolk-Newport News	68,770		100%	Kroger
Smithfield Shopping Plaza	Smithfield	Virginia Beach-Norfolk-Newport News	134,664		96%	Kroger
Total Virginia			203,434	2.1%		
Roxborough Marketplace	Littleton	Denver Aurora-Lakewood	101,624		95%	Safeway
Westminster Plaza	Westminster	Denver Aurora-Lakewood	98,999		35%	Vacant
Total Colorado			200,623	2.0%		
Forest Plaza	Fond du Lac	Fond du Lac	123,028		100%	Pick 'N Save
Total Wisconsin			123,028	1.3%		
Derry Meadows Shoppes	Derry	Manchester-Nashua	187,001		78%	Hannaford
Total New Hampshire			187,001	1.9%		
Alta Mesa Plaza	Fort Worth	Dallas-Ft Worth	167,961		84%	Kroger
Total Texas			167,961	1.7%		
Mitchellville Plaza	Mitchellville	Washington	147,803		91%	Weis
Total Maryland			147,803	1.5%		
Waterbury Plaza	Waterbury	New Haven-Milford	139,653		100%	Stop & Shop
Total Connecticut			139,653	1.4%		
Taylorsville Town Center	Taylorsville	Salt Lake City	127,231		96%	Fresh Market
Total Utah			127,231	1.3%		
Stonefield Square	Louisville	Louisville	80,866		86%	The Fresh Market
Total Kentucky			80,866	0.8%		

Property	Location	Associated MSA	Area (SF)	SF%	Occupancy	Anchor
Total			9,857,715	100.0%	93.0%	

Geographic Diversification

The REIT's portfolio is geographically diversified. As of December 31, 2019, the REIT's 76 properties are located across 21 states with a presence in 19 major metropolitan statistical areas ("MSAs"). The following table shows the number of properties located in each state, the total square footage, the percentage of portfolio square footage and occupancy in each state:

State	Number of Assets	Total SF	Occupied SF	Percentage of Revenue	Occupancy
Florida	12	1,443,098	1,368,775	16.15%	94.8%
North Carolina	8	1,114,991	1,074,167	11.13%	96.3%
Pennsylvania	6	1,023,708	989,031	10.35%	96.6%
Georgia	8	911,835	863,731	9.37%	94.7%
South Carolina	6	903,121	860,839	8.93%	95.3%
Minnesota	5	566,782	483,234	5.75%	85.3%
Michigan	5	607,135	574,673	5.64%	94.7%
Tennessee	5	526,641	517,791	4.10%	98.3%
North Dakota	2	261,578	260,287	3.78%	99.5%
Maryland	1	147,803	134,668	3.29%	91.1%
Illinois	3	317,241	268,252	2.95%	84.6%
Ohio	3	416,823	376,953	2.85%	90.4%
West Virginia	2	387,162	323,100	2.84%	83.5%
Virginia	2	203,434	197,834	2.18%	97.2%
Colorado	2	200,623	131,254	2.05%	65.4%
Connecticut	1	139,653	139,653	1.84%	100.0%
New Hampshire	1	187,001	144,948	1.77%	77.5%
Wisconsin	1	123,028	123,028	1.47%	100.0%
Texas	1	167,961	141,362	1.41%	84.2%
Utah	1	127,231	121,695	1.27%	95.6%
Kentucky	1	80,866	69,622	0.90%	86.1%
Total	76	9,857,715	9,164,897	100.0%	93.0%



Legend

■ Asset ■ Presence in 19 major U.S. MSAs

Occupancy and Leasing

The following table sets out the percentage of GLA of the REIT’s properties subject to lease expirations during the periods shown:

GLA Expiration	Grocery Anchor			Non-Anchor			Total		
	GLA	Percentage of Portfolio	Average In-place Rent	GLA	Percentage of Portfolio	Average In-Place Rent	GLA	Percentage of Portfolio	Average In-Place Rent
Month-to-month	--	--	--	99,783	1.0%	\$15.80	99,783	1.0%	\$15.80
2019	19,775	0.2%	\$10.50	--	0.0%	\$0.00	19,775	0.2%	\$10.50
2020	239,928	2.4%	\$6.87	379,331	3.8%	\$15.46	619,259	6.3%	\$12.13
2021	467,846	4.7%	\$7.66	725,857	7.4%	\$13.75	1,193,703	12.1%	\$11.37
2022	482,145	4.9%	\$7.07	735,844	7.5%	\$14.58	1,217,989	12.4%	\$11.61
2023	740,525	7.5%	\$8.03	707,266	7.2%	\$13.75	1,447,791	14.7%	\$10.82
2024	1,088,854	11.0%	\$8.02	653,928	6.6%	\$15.08	1,742,782	17.7%	\$10.67
2025+	1,570,214	15.9%	\$8.90	1,253,601	12.7%	\$14.06	2,823,815	28.6%	\$11.19
Vacant	112,980	1.1%	n/a	579,838	5.9%	n/a	692,818	7.0%	n/a
Total / WA	4,722,267	47.9%	\$8.14	5,135,448	52.1%	\$14.35	9,857,715	100.0%	\$11.22

The REIT’s properties have an overall weighted occupancy of approximately 93.0% with weighted average remaining lease term of 5.01 years. No more than 18% of the leased GLA expires in any given year from 2020 to 2024.

Tenant Mix

The tenant base in the REIT's properties is geographically well-diversified, with many tenants having large national or multi-national footprints. Each of the REIT's properties, except two, is anchored by a Grocery Anchor Tenant or a large national or international retailer with an established reputation that is a consumer staples and/or grocery retailer, which Slate Canada believes represents a defensive asset class with limited downside in volatile markets.

The following table shows the parent companies of the fifteen largest tenants which, when taken together, comprise 48.1% of the REIT's properties' GLA across 93 stores in total. The fifteen largest tenants combined have a weighted average lease term of 5.61 years and account for 38.7% of the REIT's properties' portfolio annualized in-place base rent.

Fifteen Largest Parent Company Tenants

Parent Company	Store Brand	Stores	Square Feet	Percentage of GLA	Percentage of Base Rent	Weighted Average Term (Years)
Walmart Inc.	Wal-Mart, Sams Club	8	1,299,466	13.2%	8.4%	3.4
The Kroger Co.	Kroger, Pick 'n Save, Harris Teeter	18	1,019,239	10.3%	6.4%	9.5
Koninklijke Ahold Delhaize N.V.	Stop & Shop, GIANT, Food Lion, Hannaford	5	303,656	3.1%	4.1%	5.6
Publix Supermarkets	Publix	11	497,359	5.1%	4.0%	4.5
Southeastern Grocers	Winn Dixie, Bi-Lo	9	415,829	4.2%	3.3%	4.3
United Natural Foods, Inc.	Cub Foods, County Market, Shop n' Save, Rainbow Foods	4	214,583	2.2%	2.0%	5.5
Coborn's Inc.	CashWise	2	118,297	1.2%	2.1%	8.8
Beall's, Inc.	Bealls, Burkes Outlet	4	138,318	1.4%	1.2%	3.3
Alex Lee Inc.	Lowes Foods	2	92,751	0.9%	1.2%	8.4
Schnuck Markets, Inc.	Schnucks	2	114,695	1.2%	1.1%	5.5
TJX Companies	Marshalls, T.J. Maxx	4	107,874	1.1%	1.0%	2.9
Planet Fitness	Planet Fitness	6	107,735	1.1%	1.0%	9.0
Dollar Tree Inc.	Dollar Tree, Family Dollar	11	104,342	1.1%	1.0%	3.7
The Fresh Market, Inc.	The Fresh Market	4	82,859	0.8%	0.9%	2.9
Albertsons	Jewel-Osco, Safeway	3	124,538	1.3%	0.9%	5.1
Total/WA		93	4,741,541	48.1	38.7%	5.61

Fifteen Largest Tenants

The following is a description of the REIT's 15 largest tenants in terms of revenue:

Wal-Mart Inc.

Headquartered in Bentonville, Arkansas and founded in 1962, Wal-Mart Inc. ("**Wal-Mart**") is a multinational retail corporation that operates a chain of large discount retail stores. Wal-Mart operates 11,300 retail units under 58 banners throughout 27 countries. Wal-Mart employs 2.3 million sales associates worldwide and has annual revenues of over \$510 billion. Wal-Mart is listed on the New York Stock Exchange (NYSE:WMT). Wal-Mart operates retail locations in the following properties: Summit Ridge, Cambridge

Crossing, Independence Square, Charles Town Plaza, Mooresville Consumer Square, West Valley Marketplace and Dorman Centre, and North Summit Square (under its Sam's Club banner).

The Kroger Company

Based in Cincinnati, Ohio and founded in 1883, The Kroger Company ("**Kroger**") is an American retailer with 2,800 supermarkets and multi-department stores under two dozen banners located throughout 35 states. With 453,000 employees and approximately \$121.2 billion in annual revenues, Kroger is one of the largest retailers in the world. Kroger is listed on the New York Stock Exchange (NYSE:KR). Kroger operates retail locations under the Kroger brands in the following properties: Pinewood Plaza, Highland Square, Westhaven Town Center, Alta Mesa Plaza, Stadium Center, City Center Plaza, Hocking Valley Mall, Merchants Crossing, Mulberry Square, East Little Creek, Smithfield Shopping Plaza, Sunset Plaza, Eastpointe Shopping Center, and Windmill Plaza (operating under the Kroger banner), Forest Plaza (operating under the Pick 'n Save banner), and Fuquay Crossing (under the Harris Teeter banner).

Koninklijke Ahold Delhaize N.V.

Koninklijke Ahold Delhaize N.V. ("**Ahold Delhaize**") was formed in July 2016 from the merger of Ahold and Delhaize Group. Ahold Delhaize's international headquarters is in Zaandam, Netherlands. They have active brands in Belgium, the Czech Republic, Germany, Greece, Luxembourg, the Netherlands, Romania, Serbia and the United States. Ahold Delhaize entered into the U.S. market in the 1970's and has more than 2,000 stores that generated \$44 billion in revenue. They also have a network of distribution centers across 23 states with a strong presence in major markets along the east coast. With a wide variety of store formats, Ahold Delhaize operates under multiple brands including Stop & Shop, Giant Food, Food Lion and Hannaford. Ahold Delhaize operates retail locations in the following properties: Flowers Plantation, Derry Meadows Shoppes, Waterbury Plaza, Lake Raystown Plaza and Northland Center.

Publix Super Markets, Inc.

Headquartered in Lakeland, Florida and founded in 1930, Publix Super Markets, Inc. ("**Publix**") is the largest employee-owned supermarket chain in the United States and is engaged in the business of operating retail food supermarkets with more than 1,230 store locations located throughout Florida, Georgia, Alabama, South Carolina, Tennessee, North Carolina and Virginia. As one of the largest private companies in the United States and one of the 10 largest volume supermarket chains in the United States, Publix has annual sales of approximately \$36.1 billion and approximately 193,000 employees. Publix operates retail locations in the following properties: Oak Hill Village, Birmingham Shoppes, Locust Grove, North Augusta Plaza, Abbott's Village, Robson Crossing, Eustis Village, Bellview Plaza, Wedgewood Commons, Duluth Station and Good Homes Plaza.

Southeastern Grocers, LLC

Based in Jacksonville, Florida and founded in 2010, Southeastern Grocers, LLC, ("**Southeastern Grocers**") is the parent company of BI-LO, Harvey's, Winn-Dixie and Fresco y Mas grocery stores. Southeastern Grocers has approximately 50,000 employees who serve customers in more than 580 grocery stores, liquor stores and in-store pharmacies throughout the seven southeastern states of Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, and South Carolina. Winn Dixie and BI-LO operate retail locations in the following properties: Errol Plaza, 98 Palms, Uptown Station, Barefoot Commons, Bloomingdale Plaza, Dill Creek Commons, Meres Town Center, Salerno Village Square and Armstrong Plaza.

United Natural Foods, Inc.

United Natural Foods, Inc ("**UNFI**") is a distributor of natural and organic foods, specialty foods, and related products in the United States and Canada. Founded in 1996 by the merger of two regional distributors serving the East and West coasts of the United States, UNFI purchased SuperValu, Inc. in July 2018, giving

it access to SuperValu's network of approximately 2,000 stores throughout the United States. UNFI is listed on the NASDAQ (UNFI) with net sales in excess of \$10 billion. UNFI operates retail locations in the following properties: East Brainerd Mall, Phalen Retail Center (operating as Cub Foods, UNFI's wholly-owned supermarket chain), North Branch Marketplace (operating as County Market, UNFI's wholly-owned supermarket chain), and Norwin Town Square (operating as Shop 'n Save, UNFI's wholly-owned supermarket chain).

Coborn's, Inc.

Headquartered in St. Cloud, Minnesota and founded in 1921, Coborn's, Inc. ("**Coborn's**") operates over 120 grocery, convenience and liquor stores across Minnesota, North Dakota, South Dakota, Iowa, Illinois, and Wisconsin under the Coborn's and Cash Wise Foods banners. Coborn's has annual sales of approximately \$1.4 billion and employs more than 9,000 people. Coborn's operates Cash Wise retail locations in the following properties: Southgate Crossing and Watford Plaza.

Beall's, Inc.

Headquartered in Bradenton, Florida and founded in 1915, Beall's, Inc. ("**Bealls**") operates over 500 retail stores across southern and eastern United States. Bealls has grown to be one of the largest private companies in Florida, valued at approximately \$1 billion and is the parent company of Bealls Stores, Inc, Bealls Outlet Stores, Inc., Burkes Outlet Stores, LLC and Bunulu. Bealls operates retail locations in the following properties: Eustis Village (under Bealls Stores banner), Wedgewood Commons and Good Homes Plaza (under Beall's Outlet banner) and North Augusta Plaza (under Burke's banner).

Alex Lee, Inc.

Headquartered in Hickory, North Carolina and founded in 1931, Alex Lee, Inc. is a privately held business with two primary operating companies: Merchants Distributors and Lowes Foods, LLC ("**Lowes Foods**"). Lowes Foods is a grocery store chain based in Winston-Salem, North Carolina, with nearly 100 full-service supermarkets in North Carolina, South Carolina and Virginia. Lowes Foods operates retail locations in the following properties: Little River Pavilion and Mooresville Town Square.

Schnucks Markets, Inc.

Founded in north St. Louis in 1939, Schnucks Markets, Inc. ("**Schnucks**") is a family owned grocery retailer that currently operates 112 stores throughout Missouri, Illinois, Indiana, Wisconsin and Iowa. Schnucks is one of the largest privately held grocery chains in the United States holding a dominant market share position in the St. Louis metro area. Schnucks operates retail locations in the following properties: Glidden Crossing and Plaza St. Clair.

TJX Companies

TJX Companies ("**TJX**") is an American multinational off-price department store headquartered in Framingham, Massachusetts. TJX is the parent company of TJ Maxx, Marshalls, HomeSense, HomeGoods, among others, and is listed on the New York Stock Exchange (NYSE: TJX). The company operates more than 4,300 discount stores in more than six countries, with annual sales in excess of \$38 billion. TJX operates retail locations in the following properties: Dorman Centre, Forest Plaza (under the TJ Maxx banner), Cambridge Crossings and Cordova Commons (under the Marshalls banner).

Planet Fitness

PFIP, LLC ("**Planet Fitness**") is an international franchisor and operator of fitness centers headquartered in Hampton, New Hampshire and founded in 1992. Planet Fitness has over 1,850 locations servicing more than 10 million members. Planet Fitness is predominately located through the United States in 50 states, the District of Columbia, the Dominican Republic, Panama and Canada. Planet Fitness is listed on the New

York Stock Exchange (NYSE: PLNT) and has revenues in excess of \$400 million. Planet Fitness operates retail locations in the following properties: Norwin Town Square, Mulberry Square, Highland Square, Oak Hill Village, Bellview Plaza, and Errol Plaza.

Dollar Tree, Inc.

Based in Chesapeake, Virginia and founded in 1991, Dollar Tree, Inc. ("**Dollar Tree**") is a national company that operates more than 15,000 stores in conveniently located shopping centers and malls throughout 48 states in the United States and Canada. Dollar Tree is an American discount variety store that has over 180,000 employees and approximately \$22.3 billion in annual revenue. Dollar Tree is listed on the NASDAQ (DLTR) and operates multi-price-point variety chains under the banners Deals and Family Dollar. Dollar Tree operates retail locations in the following properties: Abbott's Village, Fuquay Crossing, East Brainerd Mall, Cambridge Crossings, Little River Pavilion, Smithfield Shopping Plaza, Derry Meadows Shoppes, Charles Town Plaza, Wedgewood Commons (operating under the Dollar Tree banner), Pinewood Plaza and St. Elmo Central (under the Family Dollar banner).

The Fresh Market, Inc.

Based in Greensboro, North Carolina and founded in 1982, The Fresh Market, Inc. ("**The Fresh Market**") is a growing American chain of specialty supermarkets that operates 159 stores in 22 states. The Fresh Market focuses on providing high-quality products from local suppliers in a unique and inviting atmosphere with a high level of customer service. The Fresh Market was acquired by Apollo Global Management in April 2016 and is estimated to have annual revenues in excess of \$1.8 billion. The Fresh Market operates retail locations in the following properties: 11 Galleria, Cordova Commons, National Hills and Stonefield Square.

Albertsons Companies Inc.

Based in Boise, Idaho and founded in 1939, Albertsons Companies Inc. ("**Albertsons**") is one of the largest food and drug retailers in the United States. With both a strong local presence and national scale. Albertsons operates stores across 35 states and the District of Columbia under 19 well-known banners including Safeway and Jewel-Osco. Albertsons operates retail locations in the following properties: Roxborough Marketplace (operating under the Safeway banner), and North Lake Commons (operating under the Jewel-Osco banner).

DESCRIPTION OF THE PROPERTIES

Colorado

Westminster Plaza

Westminster Plaza is a 98,999 square foot retail centre located at 7353 Federal Boulevard, Westminster, Colorado. Westminster Plaza was constructed in 1999 and has a site area of 13.06 acres. Westminster Plaza is situated along North Federal Boulevard which provides the centre with great exposure. Westminster Plaza is 35% occupied and has a tenant mix comprised of a liquor store, pharmacy, banks and other national and regional necessity-based retailers.

Roxborough Marketplace

Roxborough Marketplace is a 101,624 square foot grocery-anchored retail centre located at 8355 North Rampart Range Road, Littleton, Colorado. Built in 2005, the centre is situated on 15.88 acres of land, 15 miles outside of Denver, Colorado. Roxborough Marketplace is 95% occupied and is anchored by Safeway. In addition to Safeway, Roxborough Marketplace has a tenant mix including fitness, veterinarian, liquor store, fuel station and other national and regional necessity-based retailers.

Connecticut

Waterbury Plaza

Waterbury Plaza is a 139,653 square foot grocery-anchored retail centre located at 410 Reidville Drive, Waterbury, Connecticut. Waterbury Plaza was constructed in 1966 and subsequently renovated in 1993. It is situated on a 13.1 acre site and is 100% occupied. Tenants of Waterbury Plaza include Stop & Shop, a Stop & Shop gas station, and Raymour & Flanigan.

Florida

Errol Plaza

Errol Plaza is a 76,582 square foot grocery-anchored retail centre located at 1501-1577 West Orange Blossom Trail, Apopka, Florida. Originally built in 1986 and remodelled in 2011, the centre is situated on 8 acres of land. Errol Plaza is 98% occupied and is anchored by a recently renovated high performing Winn-Dixie.

98 Palms

98 Palms is an 84,682 square foot grocery-anchored retail centre located at 981 U.S. 98, Destin, Florida. Built in 2000, the centre is situated on 13.5 acres of land located in the Florida panhandle on Highway 98. The center has recently had several renovations including a newly painted and highly visible modern façade. 98 Palms is 97% occupied and is anchored by Winn-Dixie.

Uptown Station

Uptown Station is a 272,616 square foot grocery-anchored retail centre located at 99 Eglin Parkway Northeast, Fort Walton Beach, Florida. Originally built in 1963 and remodeled in 2008, the centre is situated on 24.4 acres of land in the Florida panhandle. Uptown Station is 91% occupied and is anchored by Winn-Dixie, Ross Dress for Less, an American discount department store, and a discount retailer, along with numerous other national tenants. The center has recently had several renovations including a newly painted and highly visible modern façade.

Oak Hill Village

Oak Hill Village is a 78,492 square foot grocery-anchored retail centre located at 7628 103rd Street, Jacksonville, Florida. Built in 1985, the centre is situated on 11.6 acres of land in the Jacksonville, Florida metropolitan area. Oak Hill Village is 100% occupied and is anchored by Publix.

Salerno Village Square

Salerno Village Square is a 77,677 square foot grocery-anchored retail centre located at 5547, Southeast Federal Highway, Stuart, Florida. The centre was originally constructed in 1976 and is currently 94% leased. Salerno Village Square currently is strategically located on 15.5 acres of land along a major interstate with good visibility. The centre underwent a major store remodel completed by the anchor tenant, Winn-Dixie, in 2004, followed by another store upgrade in 2019.

Bloomington Plaza

Bloomington Plaza is an 83,237 square foot grocery-anchored retail centre located at 121 East Bloomington Avenue, Brandon, Hillsborough County, Florida. Bloomington Plaza was built in 1987 and is located on 11.2 acres of land. Bloomington Plaza, which underwent a large renovation in 2013, and has more recently undergone several enhancements including LED lighting upgrades as well as an overall

landscaping enhancement that has improved visibility to the overall centre, is 93% occupied and is anchored by Winn-Dixie.

Meres Town Center

Meres Town Center is a 47,183 square foot grocery-anchored retail centre located at 1171 South Pinellas Avenue, Tarpon Springs, Florida. The centre was recently constructed in 2009 and is situated on a 5.7 acre site. Meres Town Center is 100% occupied and is anchored by Winn-Dixie.

Eustis Village

Eustis Village is a 156,927 square foot grocery-anchored retail centre located at 2864 David Walker Drive, Eustis, Florida. Built in 2002, the centre is situated on 16.8 acres of land in the Orlando, Florida metropolitan area. Eustis Village is 99% occupied and is anchored by Publix.

Bellview Plaza

Bellview Plaza is an 82,910 square foot grocery-anchored retail centre located off of Mobile Highway, Pensacola, Florida. Built in 1984 and renovated in 2007, the centre is situated on 7.93 acres of land. Bellview Plaza is 100% occupied and is anchored by Publix.

Cordova Commons

Cordova Commons is a 164,343 square foot grocery-anchored shopping centre located at 1690 Airport Blvd, Pensacola, Florida. Built in 1977 and renovated in 2012, the centre is situated on an 11.9 acre site. Cordova Commons is 100% occupied and is anchored by The Fresh Market.

Wedgewood Commons

Wedgewood Commons is a 152,708 square foot grocery-anchored retail centre located at 3600 SE Federal Hwy, Stuart, Florida. Wedgewood Commons is located along SE Federal Highway, the main channel through Stuart with the largest retail stores in the region. The centre was built in 1987 and is situated on 25.48 acres of land. Wedgewood Commons is currently underway with a significant redevelopment including a repositioning the Publix and Beall's outlet. Along with the redevelopment the center will see several new tenants joining the center including Home Centric. Wedgewood Commons is currently 82% occupied and is anchored by Publix.

Good Homes Plaza

Good Homes Plaza is a 165,741 square foot grocery-anchored retail centre located at 8900 W Colonial Drive, Ocoee, Florida. The building was constructed in 1989 and is situated on a 17.2 acre site. Good Homes Plaza is 97% occupied and is anchored by Publix.

Georgia

Douglas Commons

Douglas Commons is a 97,027 square foot grocery-anchored retail centre located at 8471-8515 Hospital Drive, Douglasville, Georgia. Built in 1988 and remodelled in 2010, the centre is situated on 10.1 acres of land within the Atlanta Metro Area and is the primary grocery-anchored shopping centre in the area. Douglas Commons is 98% occupied and is anchored by Kroger.

Merchants Crossing

Merchants Crossing is a 174,059 square foot grocery-anchored retail centre located at 50 Bullsboro Drive, Newnan, Coweta County, Georgia. Developed in 1974 and remodeled in 2012, Merchants Crossing is situated on 16.3 acres of land. Merchants Crossing is 98% occupied and is anchored by a recently remodeled Kroger

Locust Grove

Locust Grove is an 89,567 square foot grocery-anchored retail centre located at 2730 Highway 155, Locust Grove, Georgia. The building was constructed in 2006 and is situated on a 16.5 acre site. Locust Grove is 94% occupied and is anchored by Publix.

Birmingham Shoppes

Birmingham Shoppes is an 82,905 square foot grocery-anchored retail centre located at 980 Birmingham Road, Milton, Georgia. Built in 2007, the centre is situated on 19.9 acres of land in Milton, Georgia. Birmingham Shoppes is 92% occupied and is anchored by Publix.

Abbott's Village

Abbott's Village is a 109,586 square foot grocery-anchored shopping centre located at 11605 Jones Bridge Road, Alpharetta, Georgia. Built in 1995, the centre is situated on a 14.5 acre site. Abbott's Village is 99% occupied and is anchored by Publix.

Robson Crossing

Robson Crossing is a 103,840 square foot grocery-anchored shopping centre located at 3446 Winder Hwy, Flowery Branch, Georgia. Built in 1998, the centre is situated on a 15.9 acre site. Robson Crossing is 98% occupied and is anchored by Publix.

Duluth Station

Duluth Station is a 94,966 square foot grocery-anchored retail centre located at 2750 Buford Hwy, Duluth, Georgia. The centre is situated on a 14.16 acre site off of US Highway 23 and was developed in 1996. The center has undergone several renovations of late including a major repainting project to the entire façade of the center. Duluth Station is 83% occupied and is anchored by Publix with a lease that runs through to 2022.

National Hills

National Hills is a 159,885 square foot grocery-anchored retail centre located at 2701 Washington Rd, Augusta, Georgia. Built in 1962 and renovated in 2011, the centre is situated on 15.20 acres of land. National Hills is 94% occupied and is anchored by The Fresh Market, ranked number one for sales volume out of the seven stores in the region.

Illinois

Glidden Crossing

Glidden Crossing is a 98,683 square foot grocery-anchored retail centre located at 975 South Annie Glidden Road, DeKalb, Illinois. The centre was built in 2007 and is situated on 16.4 acres of land. Glidden Crossing is anchored by Schnucks with other national and regional tenants including Goodwill and Anytime Fitness. Glidden Crossing is 92% occupied.

Plaza St. Clair

Plaza St. Clair is a 97,459 square foot grocery-anchored retail centre located at 625 Lincoln Highway, Fairview Heights, Illinois. Built in 1985, the centre is situated on 9.1 acres of land. Plaza St. Clair is 75% occupied and is anchored by Schnucks, the market-leading grocer in the St. Louis MSA.

North Lake Commons

North Lake Commons is a 121,099 square foot grocery-anchored retail centre located at 345 S Rand Rd, Lake Zurich, Illinois. North Lake Commons is located at the intersection of Illinois Route 22 and US Route 12, a major route connecting to Chicago. The centre was built in 1989 and is situated on 13.53 acres of land. North Lake Commons is currently 86% occupied and is anchored by Jewel-Osco

Kentucky

Stonefield Square

Stonefield Square is an 80,866 square foot grocery-anchored retail centre located at 10490 Shelbyville Road, Louisville, Kentucky. The single-story centre consists of three freestanding buildings, including the primary inline shopping centre that contains local and national tenants including The Fresh Market and Anytime Fitness. Stonefield Square was originally constructed in 1979 and subsequently renovated in 2000 and is 86% occupied.

Maryland

Mitchellville Plaza

Mitchellville Plaza is a 147,803 square foot grocery-anchored retail centre located at 12100 Central Avenue, Mitchellville, Maryland. Built in 1991, the centre is situated on 15 acres of land, 20 miles east of Washington, D.C. Mitchellville Plaza is 91% occupied and is anchored by Weis Markets.

Michigan

Cambridge Crossings

Cambridge Crossings is a 238,963 square foot grocery-anchored retail centre located at 1933-2037 West Maple Road, Troy, Michigan. Built in 2001, the centre is situated on 24 acres of land in Eastern Michigan. Cambridge Crossings is 100% occupied and is anchored by Walmart, Marshalls and Dollar Tree.

Stadium Centre

Stadium Centre is a 92,538 square foot grocery-anchored retail centre located at 1215-1329 24th Street, Port Huron Township, St. Clair County, Michigan. The centre was constructed in 1977 with additions in 1983 and 1992. Stadium Center is situated on an 11.6 acre site and is 93% occupied. Stadium Centre is anchored by Kroger who operates a full line grocery store as well as a fuel centre.

Canton Shopping Centre

Canton Shopping Centre is a 72,361 square foot grocery-anchored retail centre located at 42043 Ford Road, Canton Township, Wayne County, Michigan. Canton Shopping Centre is located along Ford Road in the primary retail node of Canton. The centre was built in 1986 and is situated on 7.4 acres of land. Canton Shopping Centre is currently 88% occupied and is anchored by ALDI.

City Center Plaza

City Center Plaza is a 97,670 square foot grocery-anchored retail centre located at 36540 Ford Road, Westland, Michigan. The centre is situated on 10.4 acres of land and the main building was built in 1994, with the out-lot constructed in 1996. City Center Plaza is 97% occupied and is anchored by Kroger.

Windmill Plaza

Windmill Plaza is a 105,603 square foot grocery-anchored shopping centre located at 2051 18 Mile Rd Sterling Heights, Michigan. Windmill Plaza was acquired on January 25, 2019 in a 50% joint-venture partnership with Kroger for \$9.2 million. The centre is situated on 19.43 acres of land, is 86% occupied and is anchored by Kroger with 25 years of term left.

Minnesota

East Brainerd Mall

East Brainerd Mall is a 191,459 square foot grocery-anchored retail centre located at 417 8th Avenue Northeast, Brainerd, Minnesota. Originally built in 1967 and remodelled in 2009, the centre is situated on 18.1 acres of land two hours north of Minneapolis in the Brainerd Lakes region. East Brainerd Mall is 96% occupied and is anchored by Cub Foods, which is the dominant grocery store in the state of Minnesota, and Ascensus.

Phalen Retail Centre

Phalen Retail Centre is a 73,678 square foot grocery-anchored retail centre located at 1157 Clarence Street, Saint Paul, Minnesota. Built in 2008, the centre is situated on 6.6 acres of land in St. Paul, Minnesota. Phalen Retail Centre is 98% occupied and is anchored by Cub Foods.

North Branch Marketplace

North Branch Marketplace is a 72,895 square foot grocery-anchored retail centre located at 5418 St. Croix Trail, North Branch, Minnesota. The centre was constructed in 2008 and is anchored by County Market, a prominent, well-known banner of Jerry's Enterprises which operates 17 stores in the Minneapolis metro area with an additional 7 stores in the Minneapolis-St. Paul MSA and 13 stores in Southwestern Florida. The centre is located on 12.22 acres of land and is 100% occupied.

Mapleridge Centre

Mapleridge Centre is a 114,681 square foot grocery-anchored retail centre located at 2501 White Bear Ave, Maplewood, Minnesota. Situated on 12.83 acres of land, the centre is located within the main retail trade corridor of the area and serves as the primary retail destination for the surrounding suburbs. Mapleridge Centre is 39% occupied.

Plymouth Station

Plymouth Station is a 114,069 square foot grocery-anchored retail centre located at 16705 County Road 24, Plymouth, Minnesota. The centre was constructed in 1998 and has been renovated recently by Hy-Vee, the anchor tenant at the property. Hy-Vee is the second largest privately held grocer in the United States and is rapidly growing in the Mid-Western states. Plymouth Station is located on 15.3 acres of land and is 96% occupied.

New Hampshire

Derry Meadows Shoppes

Derry Meadows is a 187,001 square foot grocery-anchored retail centre located at 35 Manchester Road, Derry, New Hampshire. Derry Meadows was constructed in 1999 with additions in 2004 and is situated on a 32.7 acre site. Derry Meadows is anchored by Hannaford and is 78% occupied.

North Carolina

Fuquay Crossing

Fuquay Crossing is a 96,638 square foot grocery-anchored retail centre located at 1371 East Broad Street, Fuquay-Varina, North Carolina. Built in 2002, the centre is situated on 14.9 acres of land, 14 miles southwest of Raleigh. Fuquay Crossing is 95% occupied and is anchored by Harris Teeter. In addition to Harris Teeter, Fuquay Crossing has a tenant mix including a UPS store, Dollar Tree, fuel station and other national and regional necessity-based retailers.

Independence Square

Independence Square is a 190,361 square foot grocery-anchored retail centre located at 7323 East Independence Boulevard, Charlotte, North Carolina. The centre was constructed in 1986 and subsequently renovated in 2000. Independence Square is situated on 13.6 acres of land in a highly populated residential node with great visibility and signage along a major thoroughway. Independence Square is 99% occupied and is anchored by Walmart Neighbourhood Market and Super G Mart.

North Summit Square

North Summit Square is a 224,530 square foot grocery-anchored retail centre located at 256 Summit Square Boulevard, Winston-Salem, North Carolina. The centre was built in 1991 and is situated on a 31.7 acre site. North Summit Square is anchored by Sam's Club (a subsidiary of Wal-Mart). In addition to Sam's Club, North Summit Square has a tenant mix including Urban Air Adventure Park, several restaurants, an insurance office, a hardwood flooring retailer and other national and regional necessity-based retailers. North Summit Square is 96% occupied.

Flowers Plantation

Flowers Plantation is a 53,500 square foot grocery-anchored shopping centre located at 50 Neuse River Pkwy, Clayton, North Carolina. The centre was built in 2001 and is situated on an 11.8 acre site. Flowers Plantation is 95% occupied and is anchored by Food Lion.

Mooresville Town Square

Mooresville Town Square is an 98,262 square foot grocery-anchored shopping centre located at 146 Mooresville Commons Way, Mooresville, North Carolina. The center was built in 2007 and is situated on a 21.8 acre site. In 2019, an expansion was completed adding an additional 8,438 square feet of shops space adjacent to the anchor. Mooresville Town Square is 96% occupied and is anchored by Lowe's Foods.

11 Galleria

11 Galleria is a 105,608 square foot grocery-anchored retail centre located at 950 Criswell Drive, Greenville, North Carolina. Situated on 22.78 acres of land, the centre is located off the main retail corridor that runs northeast from the subject to downtown. 11 Galleria is 85% occupied and is anchored by The Fresh Market.

Mooresville Consumer Square

Mooresville Consumer Square is a 272,885 square foot grocery-anchored retail centre located at 355 W Plaza Drive, Mooresville, North Carolina. The centre was constructed in 1999 and is situated on a 65.99 acre site. Mooresville Consumer Square is currently 99% occupied with a mix of national and regional tenants including the anchor Walmart, Tuesday Morning, Hobbytown and FastMed Urgent Care.

Battleground Village

Battleground Village is a 73,207 square foot grocery-anchored retail centre located at 2965 Battleground Ave, Greensboro, North Carolina. Battleground was constructed in 1970 with additions in 2017 and is situated on a 7.25 acre site. Battleground Village is anchored by Earth Fare and is 98% occupied. In addition to Earth Fare, other notable tenants include Sola Salons and United States Postal Service.

North Dakota

Watford Plaza

Watford Plaza is a 101,798 square foot grocery-anchored retail centre located at North Dakota Highway 23 & Main Street South, Watford City, North Dakota. Situated on 12.6 acres of land, the centre is located on the south side ND Highway 23 bypass allowing for heavy traffic by both passenger and commercial traffic. Watford Plaza is 99% occupied and is anchored by Cash Wise.

Southgate Crossing

Southgate Crossing is a 159,780 square foot grocery-anchored retail centre located at 3208 16th Street Southwest, Minot, North Dakota. The centre occupies a 19 acre site and is located along the west side of 16th Street Southwest, close to the heavily trafficked US Route 52/2 bypass. Southgate Crossing is anchored by Cash Wise and is 100% occupied with committed national tenants.

Ohio

Pinewood Plaza

Pinewood Plaza is an 88,700 square foot grocery-anchored retail centre located at 1024 South Smithville Road, Dayton, Ohio. Originally built in 1978 and remodelled in 2012, the centre is situated on 8 acres of land in an infill area north of the city core, adjacent to the I-675. Pinewood Plaza is 91% occupied and is anchored by Kroger.

Mulberry Square

Mulberry Square is a 146,730 square foot grocery-anchored retail centre located at 1083 Ohio 28, Milford, Ohio. The centre was built in 1993 with additions to the centre in 2002. Kroger was the initial build-to-suit tenant of the centre in 1993 and the inline space, outbuildings, and office space have been added. Many of the tenants at the centre have occupied their units for at least 10 years and Kroger has occupied the centre since 1993. Mulberry Square is located on a 22.25 acre parcel of land and is 86% occupied.

Hocking Valley Mall

Hocking Valley Mall is a 181,393 square foot grocery-anchored retail centre located at 1627-1735 Memorial Drive, Lancaster, Ohio. Built in 1977, the centre was acquired by the REIT in June 2015 and is situated on 18 acres of land. Hocking Valley Mall is 94% occupied and was recently redeveloped with a Kroger Marketplace, HomeGoods and PetSmart.

Pennsylvania

Summit Ridge

Summit Ridge is a 240,884 square foot grocery-anchored retail centre located at 2214 Summit Ridge Plaza, Mt. Pleasant, Pennsylvania. Built in 1999, the centre is situated on 35 acres of land in Southwestern Pennsylvania. Summit Ridge is 96% occupied and is anchored by Walmart Supercenter.

Lake Raystown Plaza

Lake Raystown Plaza is a 140,159 square foot grocery-anchored retail centre located at 7673 Lake Raystown Plaza, Smithfield Township, Huntingdon County, Pennsylvania. The centre was built in 1995 and is situated on 12.5 acres of land with superior access and visibility. Lake Raystown Plaza is 100% occupied and is anchored by Giant Foods.

Norwin Town Square

Norwin Town Square is a 141,466 square foot grocery-anchored retail centre located at 12120 US-30, Irwin, Pennsylvania. Situated on 19.96 acres of land, the centre is located off of Lincoln Highway, a major southeast traffic artery that connects Pennsylvania to Pittsburgh. Norwin Town Square is 97% occupied and is anchored by Shop 'n Save.

Northland Center

Northland Center is a 111,409 square foot grocery-anchored shopping centre located at 255 Northland Center, State College, Pennsylvania. The center was built in 1989, renovated in 1997, and is situated on a 16.81 acre site. Northland Center is 94% occupied and is anchored by Giant Foods.

Shops at Cedar Point

Shops at Cedar Point is a 130,583 square foot grocery-anchored retail centre located at Hamilton Boulevard & S Cedar Crest Blvd, Allentown, Pennsylvania. Situated on 15.5 acres of land, the centre is located adjacent to Dorney Park and Wildwater Kingdom, a 200 acre amusement park that is known as one of the busiest attractions in Northeastern Pennsylvania. Shops at Cedar Point is 96% occupied and is anchored by Weis.

West Valley Marketplace

West Valley Marketplace is a 259,207 square foot grocery-anchored shopping centre located at 1042 Mill Creek Rd, Allentown, Pennsylvania. The centre was built in 2001 and is situated on a 30.75 acre site. West Valley Marketplace is 97% occupied and is anchored by Walmart.

South Carolina

Dill Creek Commons

Dill Creek Commons is a 72,526 square foot grocery-anchored retail centre located at 1365 Wade Hampton Boulevard, Greenville County, Greer, South Carolina. Dill Creek Commons was acquired by the REIT in December 2013. The centre was built in 1997 and is situated on 8.1 acres of land. Dill Creek Commons is 100% occupied and is anchored by BI-LO.

North Augusta Plaza

North Augusta Plaza is a 229,730 square foot grocery-anchored retail centre located at the 314 East Martintown Road, North Augusta, Aiken County, South Carolina. The centre was acquired by the REIT in December 2013, built in 1993, and recently underwent a major redevelopment. North Augusta Plaza is

situated on 20.1 acres of land and has a large national and regional tenant mix including Hamrick's Ross Dress for Less, Burke's and PetSmart. North Augusta Plaza is 92% occupied and is anchored by Publix.

Barefoot Commons

Barefoot Commons is a 90,702 square foot grocery-anchored retail centre located at 3924 Highway 17 South, North Myrtle Beach, South Carolina. Built in 2007, the centre is situated on 13.29 acres of land in North Myrtle Beach in South Carolina. Barefoot Commons is 87% occupied and is anchored by BI-LO.

Little River Pavilion

Little River Pavilion is a 63,823 square foot grocery-anchored retail centre located at 111 Pavilion Drive, Little River, South Carolina. The centre was constructed in 2007 and is situated on a 25.71 acre site. Little River Pavilion is 100% occupied and is anchored by Lowes Foods.

Armstrong Plaza

Armstrong Plaza is a 57,838 square foot grocery-anchored shopping centre located at 1103 N Main Street, Fountain Inn, South Carolina. Built in 1996, the centre is situated on a 7.16 acre site. Armstrong Plaza is 97% occupied and is anchored by BI-LO.

Dorman Centre

Dorman Centre is a 388,502 square foot grocery-anchored retail centre located at 121 Dorman Centre Drive, Spartanburg, South Carolina. Built in 2004, the centre is situated on 50 acres of land and has a large national and regional tenant mix including Ross, TJ Maxx, Michael's, Five Below and Rainbow. Dorman Center is 97% occupied and is anchored by Walmart.

Tennessee

Highland Square

Highland Square is a 179,732 square foot grocery-anchored retail centre located at 265 Highland Square, Crossville Tennessee. Originally built in 1988 and remodelled in 2005, the centre is situated on 25 acres of land in central Tennessee. Highland Square is 98% occupied and is anchored by Kroger, Tractor Supply Co., a retailer of agriculture suppliers and work wear, Dunham's Sporting Goods, a sporting goods retailer, and Planet Fitness, a national fitness centre operator.

St. Elmo Central

St. Elmo Central is a 74,999 square foot grocery-anchored retail centre located at 3801 Tennessee Avenue, Chattanooga, Tennessee. Built in 1995, it is situated on 10.3 acres of land in a mature historic neighbourhood in the south end of Chattanooga in Southeastern Tennessee. St. Elmo Central is 100% occupied and is anchored by Food City, CVS Pharmacy and Family Dollar.

Westhaven Town Center

Westhaven Town Center is a 63,904 square foot grocery-anchored retail centre located at 1001 Westhaven Boulevard, Franklin, Tennessee. Originally built in 2008, the centre is situated on 5 acres of land in Franklin, Tennessee. Westhaven Town Center is 100% occupied and is anchored by Kroger.

Sunset Plaza

Sunset Plaza is a 143,752 square foot grocery-anchored shopping centre located at 112 Sunset Dr., Johnson City, Tennessee. Built in 1979 the centre is situated on a 13.29 acre site. Sunset Plaza is 100% occupied and is anchored by Kroger.

North Hixson Marketplace

North Hixson Marketplace is a 64,254 square foot grocery-anchored shopping centre located at 8530 Hixson, Tennessee. Built in 2009 the centre is situated on an 8.97 acre site. North Hixson Marketplace is 91% occupied and is anchored by Food City.

Texas

Alta Mesa Plaza

Alta Mesa Plaza is a 167,961 square foot grocery-anchored retail centre located at 3510 Altamesa Boulevard, Fort Worth, Texas. Built in 1980, the centre is situated on 15.2 acres of land in Fort Worth, Texas., the third fastest-growing MSA in the United States. Alta Mesa Plaza is 84% occupied and is anchored by a recently remodeled Kroger and LA Fitness.

Utah

Taylorville Town Center

Taylorville Town Center is a 127,231 square foot grocery-anchored shopping center is located at the intersection of Redwood Road and 4700 South in Taylorville, Utah. The centre was constructed in 1987 and is situated on a 13.9 acre site. Taylorville Town Center is 96% occupied and is anchored by Fresh Market.

Virginia

East Little Creek

East Little Creek is a 68,770 square foot grocery-anchored retail centre located at 230 East Little Creek Road Norfolk, Virginia. The centre was acquired by the REIT in August 2014 and is situated on 6.7 acres of land. East Little Creek is 100% occupied and is anchored by Kroger.

Smithfield Shopping Plaza

Smithfield Shopping Plaza is a 134,664 square foot grocery-anchored retail centre located at 1282 Smithfield Plaza, Smithfield, Virginia. The centre was constructed in 1986 and is situated on a 12.72 acre site. Smithfield Shopping Plaza is 96% occupied and is anchored by Kroger, Maxway and Peebles.

West Virginia

Charles Town Plaza

Charles Town Plaza is a 206,146 square foot grocery-anchored shopping centre located at 96 Patrick Henry Way, Charles Town, West Virginia. The centre was constructed in 1978 and is situated on a 22.0 acre site. Charles Town Plaza is 98% occupied and anchored by Walmart.

Eastpointe Shopping Center

Eastpointe Shopping Center is a 181,016 square foot grocery retail centre located 158 Emily Dr., Clarksburg, West Virginia. The centre was constructed in 1985, is situated on a 17.5 acre site and is undergoing redevelopment. Eastpointe Shopping Centre is 67% occupied and is anchored by Kroger.

Wisconsin

Forest Plaza

Forest Plaza is a 123,028 square foot grocery-anchored retail centre located at 760-832 West Johnson Street, Fond du Lac, Wisconsin. Forest Plaza was built in 1978, renovated in 2006 and is located within the primary retail corridor of Fond du Lac. The centre is situated on a 13.7 acre site and is currently 100% occupied. Forest Plaza is anchored by Pick 'N Save that maintains a lease that runs through December 2024 with additional renewal options.

MATERIAL SUBSIDIARIES

Slate Retail Investment L.P.

Slate Retail Investment L.P. is an Ontario limited partnership ("**Investment LP1**") governed by the Investment LP1 limited partnership agreement and the laws of the Province of Ontario. Investment LP1 was established for the purposes of issuing limited partnership units and subordinated unsecured promissory notes of Investment LP1 (the "**Investment LP1 Notes**") and indirectly owning and leasing a diversified portfolio of quality revenue-producing commercial real estate properties in the United States with a focus on anchored retail properties (or interests in such properties). The properties indirectly owned by Investment LP1 are owned by separate underlying limited partnerships established and owned by Investment LP1 or Subsidiaries thereof.

Slate Retail General Partner

Slate Retail GP Inc. (the "**General Partner**") is an Ontario corporation that is the general partner of each of Limited Partnership 1 and Limited Partnership 2 (as each is defined below). All of the shares of the General Partner are held by Investment LP1.

Slate Retail One L.P.

General

Slate Retail One L.P. ("**Limited Partnership 1**") is a Delaware limited partnership governed by the Limited Partnership 1 partnership agreement (the "**LP1 Partnership Agreement**") and the laws of the State of Delaware. The general partner of Limited Partnership 1 is the General Partner, and the limited partners are Investment LP1 (which owns all of the issued and outstanding Class A LP1 Units) and holders of Class B LP1 Units (collectively, the "**LP1 Limited Partners**" and, individually, a "**LP1 Limited Partner**").

Partnership Units

Limited Partnership 1 has outstanding Class A LP1 Units, all of which are held by Investment LP1 and Class B LP1 Units, all of which are held by certain former holders of the general partner interests in Slate U.S. Opportunity (No. 3) Holding L.P. The General Partner has a 0.01% general partner interest in Limited Partnership 1.

The Class B LP1 Units are, in all material respects, economically equivalent to the Class U Units on a per unit basis, subject to adjustment in respect of United States corporate income taxes paid by the REIT and/or certain Subsidiaries of the REIT. The Class B LP1 Units are not entitled to vote on matters to be voted on

by Unitholders. Pursuant to the LP1 Partnership Agreement, the Class B LP1 Units are redeemable from time to time by the holder thereof for cash or, at the option of the General Partner, Class U Units (on a one-for-one basis, subject to customary anti-dilution adjustments). There are 28,158 Class B LP1 Units (excluding such units held by the REIT or its Subsidiaries) issued and outstanding. Transfers of Class A LP1 Units and Class B LP1 Units are generally not permitted subject to limited exceptions, including (i) pursuant to the redemption of the Class B LP1 Units, (ii) transfers from a legal entity to an affiliate, Subsidiary or successor in interest of such entity, and (iii) with the approval of the General Partner.

Redemption Rights

The holders of Class B LP1 Units have the right to cause Limited Partnership 1 to redeem all or a portion of such Class B LP1 Units for Class U Units or cash, at the option of the General Partner. Any exercise of the redemption right by a holder of Class B LP1 Units may be made on a conditional basis and subject to retraction (in whole or in part) by such holder in his, her or its sole discretion following the General Partner's determination of whether the redemption will be paid in cash or Class U Units (such determination to be provided by the General Partner in writing to the redeeming holder of Class B LP1 Units). If the General Partner elects to redeem Class B LP1 Units for Class U Units, the REIT will generally deliver (indirectly) one Class U Unit for each Class B LP1 Unit redeemed (subject to customary anti-dilution adjustments).

Operation

The business and affairs of Limited Partnership 1 are managed and controlled by the General Partner which is bound by the investment guidelines and operating policies applicable to the REIT. The LP1 Limited Partners are not entitled to take part in the management or control of the business or affairs of the partnership.

Distributions

The Class B LP1 Units are economically equivalent to the Class U Units and are entitled to receive distributions on each such unit equal to the amount of the distribution declared by the REIT on each Class U Unit, subject to adjustment in respect of United States corporate income taxes paid by the REIT and/or certain Subsidiaries of the REIT and any applicable withholding taxes. The record date and the payment date for any distribution declared on the Class B LP1 Units is generally the same as those for the Class U Units.

Allocations of Net Income and Net Loss

The LP1 Partnership Agreement provides that taxable income of Limited Partnership 1 will, to the extent possible, be allocated to the holders of Class B LP1 Units in amounts approximating a proportionate interest in all of the properties. The remaining taxable income of Limited Partnership 1 will be allocated to Investment LP1 and the General Partner in accordance with their respective partnership interests in Limited Partnership 1. Losses of Limited Partnership 1 will be allocated under a similar methodology.

Liability of the REIT and that of the Limited Partners

Under the *Delaware Revised Uniform Limited Partnership Act* ("DRULPA"), the General Partner is liable for all general obligations of Limited Partnership 1 to the extent not paid by Limited Partnership 1. The limited partners are not required to make additional contributions to Limited Partnership 1. Assuming that a limited partner does not take part in the control of the business of Limited Partnership 1, the liability of the limited partner for obligations of Limited Partnership 1 under the LP1 Partnership Agreement and DRULPA is limited, subject to limited exceptions, generally to the loss of the limited partner's investment in Limited Partnership 1 represented by such limited partner's Limited Partnership 1 partnership units.

The partnership operates in a manner to ensure, to the greatest extent possible, the limited liability of the LP1 Limited Partners. The LP1 Limited Partners may lose their limited liability in certain circumstances. If

the limited liability of any LP1 Limited Partner is lost by reason of the negligence of the General Partner in performing its duties and obligations under the LP1 Partnership Agreement, the General Partner will indemnify the applicable LP1 Limited Partner against all claims arising from assertions that its liabilities are not limited as intended by the LP1 Partnership Agreement. The General Partner has no significant assets or financial resources other than its *de minimis* distribution entitlements from Limited Partnership 1 and Limited Partnership 2. Accordingly, this indemnity may only be of nominal value.

Tax Matters

Pursuant to the LP1 Partnership Agreement, the General Partner controls tax matters for Limited Partnership 1. The General Partner files a United States federal income tax return annually on behalf of Limited Partnership 1 on IRS Form 1065 (or such other successor form) or on any other IRS form as may be required.

Slate Retail Two L.P.

General

Slate Retail Two L.P. ("**Limited Partnership 2**") is a Delaware limited partnership governed by the Limited Partnership 2 partnership agreement ("**LP2 Partnership Agreement**") and the laws of the State of Delaware. The general partner of Limited Partnership 2 is the General Partner and the limited partners are Limited Partnership 1 (which owns all of the issued and outstanding Class A LP2 Units), the holders of Class B LP2 Units and GAR B (which owns all of the issued and outstanding Class C LP2 Units) (collectively, the "**LP2 Limited Partners**" and, individually, a "**LP2 Limited Partner**").

Partnership Units

Limited Partnership 2 has outstanding Class A LP2 Units, all of which are held by Limited Partnership 1, Class B LP2 Units, all of which are held by certain former unitholders of U.S. Grocery Anchored Retail (1A) Limited Partnership, GAR B and U.S. Grocery Anchored Retail (1C) Limited Partnership, the indirect holders of the general partner interests in the holding partnerships and certain former holders of the general partner interests in Slate U.S. Opportunity (No. 3) Holding L.P and Class C LP2 Units, all of which are held by GAR B. The General Partner has a 0.01% general partner interest in Limited Partnership 2.

The Class B LP2 Units are, in all material respects, economically equivalent to the Class U Units on a per unit basis, subject to adjustment in respect of United States corporate income taxes paid by the REIT and/or certain Subsidiaries of the REIT. Each Class C LP2 Unit, taken together with the units of GAR Holdings held by GAR B, are, in all material respects, economically equivalent to ownership of Class U Units, subject to adjustment in respect of United States corporate income taxes paid by REIT and/or certain Subsidiaries of the REIT. The Class B LP2 Units and Class C LP2 Units are not entitled to vote on matters to be voted on by Unitholders. Pursuant to the LP2 Partnership Agreement, the Class B LP2 Units are redeemable from time to time by the holder thereof for cash or, at the option of the General Partner, Class U Units (on a one-for-one basis, subject to customary anti-dilution adjustments). There are 920,115 Class B LP2 Units (excluding such units held by the REIT or its Subsidiaries) issued and outstanding. Transfers of Class A LP2 Units, Class B LP2 Units and Class C LP2 Units are generally not permitted subject to limited exceptions, including (i) pursuant to the redemption of the Class B LP2 Units, (ii) transfers from a legal entity to an affiliate, Subsidiary or successor in interest of such entity, and (iii) with the approval of the General Partner.

Redemption Rights

The holders of Class B LP2 Units have the right to cause Limited Partnership 2 to redeem all or a portion of such Class B LP2 Units for Class U Units or cash, at the option of the General Partner. Any exercise of the redemption right by a holder of Class B LP2 Units may be made on a conditional basis and subject to retraction (in whole or in part) by such holder in his, her or its sole discretion following the General Partner's

determination of whether the redemption will be paid in cash or Class U Units (such determination to be provided by the General Partner in writing to the redeeming holder of Class B LP2 Units). If the General Partner elects to redeem Class B LP2 Units for Class U Units, the REIT will generally deliver (indirectly) one Class U Unit for each Class B LP2 Unit redeemed (subject to customary anti-dilution adjustments).

Operation

The business and affairs of Limited Partnership 2 are managed and controlled by the General Partner which is bound by the investment guidelines and operating policies applicable to the REIT. The LP2 Limited Partners are not entitled to take part in the management or control of the business or affairs of the partnership.

Distributions

The Class B LP2 Units are economically equivalent to the Class U Units and are entitled to receive distributions on each such unit equal to the amount of the distribution declared by the REIT on each Class U Unit, subject to adjustment in respect of United States corporate income taxes paid by the REIT and/or certain Subsidiaries of the REIT and any applicable withholding taxes. The record date and the payment date for any distribution declared on the Class B LP2 Units is generally the same as those for the Class U Units.

Allocations of Net Income and Net Loss

The LP2 Partnership Agreement provides that taxable income of Limited Partnership 2 will, to the extent possible, be allocated to the holders of Class B LP2 Units and Class C LP2 Units in amounts approximating a proportionate interest in all of the properties (taking into account taxable income of GAR Holdings directly allocated to GAR B and taxable income allocated directly by Holding LP1 to Investment LP1). The remaining taxable income of Limited Partnership 2 will be allocated to Limited Partnership 1 and the General Partner in accordance with their respective partnership interests in Limited Partnership 2. Losses of Limited Partnership 2 will be allocated under a similar methodology.

Liability of the REIT and that of the Limited Partners

Under DRULPA, the General Partner is liable for all general obligations of Limited Partnership 2 to the extent not paid by Limited Partnership 2. The limited partners are not required to make additional contributions to Limited Partnership 2. Assuming that a limited partner does not take part in the control of the business of Limited Partnership 2, the liability of the limited partner for obligations of Limited Partnership 2 under the LP2 Partnership Agreement and DRULPA is limited, subject to limited exceptions, generally to the loss of the limited partner's investment in Limited Partnership 2 represented by such limited partner's Limited Partnership 2 partnership units.

The partnership operates in a manner to ensure, to the greatest extent possible, the limited liability of the LP2 Limited Partners. The LP2 Limited Partners may lose their limited liability in certain circumstances. If the limited liability of any LP2 Limited Partner is lost by reason of the negligence of the General Partner in performing its duties and obligations under the LP2 Partnership Agreement, the General Partner will indemnify the applicable LP2 Limited Partner against all claims arising from assertions that its liabilities are not limited as intended by the LP2 Partnership Agreement. The General Partner has no significant assets or financial resources other than its *de minimis* distribution entitlements from Limited Partnership 1 and Limited Partnership 2. Accordingly, this indemnity may only be of nominal value.

Tax Matters

Pursuant to the LP2 Partnership Agreement, the General Partner controls the tax matters for Limited Partnership 2. The General Partner files a United States federal income tax return annually on behalf of

Limited Partnership 2 on IRS Form 1065 (or such other successor form) or on any other IRS form as may be required.

U.S. Grocery Anchored Retail (1B) Limited Partnership

General

GAR B is an Ontario limited partnership governed by the GAR B limited partnership agreement (the “**GAR B Partnership Agreement**”) and the laws of the Province of Ontario. The general partner of GAR B is GAR 1 GP Inc. (“**GAR B GP**”) and the limited partners of GAR B are certain institutional and accredited investors, including SLAM (the “**GAR B Limited Partners**”).

Partnership Units

The GAR B GP has a 0.01% general partner interest in GAR B. The GAR B Exchangeable Units are, in all material respects, economically equivalent to the Class U Units on a per unit basis, subject to adjustment in respect of United States corporate income taxes paid by the REIT and/or certain Subsidiaries of the REIT (including GAR B). GAR B is also authorized to issue Class A limited partnership units, which generally are issued to the REIT in connection with a redemption of GAR B Exchangeable Units.

Redemption Rights

Transfers of GAR B Exchangeable Units are generally not permitted subject to limited exceptions, including (i) pursuant to the redemption of the GAR B Exchangeable Units, (ii) transfers from a legal entity to an affiliate, Subsidiary or successor in interest of such entity, and (iii) with the approval of the GAR B GP.

The holders of GAR B Exchangeable Units have the right to cause GAR B to redeem all or a portion of such GAR B Exchangeable Units for Class U Units or cash, at the option of the GAR B GP. Any exercise of the redemption right by a holder of GAR B Exchangeable Units may be made on a conditional basis and subject to retraction (in whole or in part) by such holder in his, her or its sole discretion following the GAR B GP’s determination of whether the redemption will be paid in cash or Class U Units (such determination to be provided by the GAR B GP in writing to the redeeming holder of GAR B Exchangeable Units). If the GAR B GP elects to redeem GAR B Exchangeable Units for Class U Units, the REIT will generally deliver (indirectly) one Class U Unit for each GAR B Exchangeable Unit to be redeemed (subject to customary anti-dilution adjustments).

Operation and Voting

The operations and affairs of GAR B are managed and controlled by the GAR B GP which is bound by the investment guidelines and operating policies applicable to the REIT. The GAR B Limited Partners are not entitled to take part in the management or control of the business or affairs of GAR B.

Distributions

The GAR B Exchangeable Units are economically equivalent to the Class U Units and are entitled to receive distributions on each such unit equal to the amount of the distribution declared by the REIT on each Class U Unit, subject to adjustment in respect of United States corporate income taxes paid by the REIT and/or certain Subsidiaries of the REIT (including GAR B) and any applicable withholding taxes. The record date and the payment date for any distribution declared on the units of GAR B is generally the same as those for the Class U Units. The holders of Class A limited partnership units and GAR GP are entitled to receive any additional amounts for distribution based on their proportionate interest.

Allocations of Net Income and Net Loss

The GAR B Partnership Agreement provides that, the taxable income of GAR B will be allocated among GAR B GP, the holders of GAR B Exchangeable Units and the REIT, as holder of Class A limited partnership units in accordance with the distribution provisions of the GAR B Partnership Agreement, subject to certain adjustments including, among other things, in respect of indebtedness owing by GAR B to the REIT. Losses of GAR B will be allocated under a similar methodology.

Liability of the REIT and that of the Limited Partners

GAR B operates in a manner to ensure, to the greatest extent possible, the limited liability of the GAR B Limited Partners. The GAR B Limited Partners may lose their limited liability in certain circumstances. If the limited liability of any GAR B Limited Partner is lost by reason of the negligence of the GAR B GP in performing its duties and obligations under the GAR B Partnership Agreement, the GAR B GP will indemnify the applicable GAR B Limited Partner against all claims arising from assertions that its liabilities are not limited as intended by the GAR B Partnership Agreement. The GAR B GP has no significant assets or financial resources other than its *de minimis* distribution entitlements from GAR B. Accordingly, this indemnity may only be of nominal value.

INDEBTEDNESS AND OTHER OBLIGATIONS

Overview

The REIT uses secured financing and senior secured financing as its primary source of debt capital. The REIT relies on both fixed and floating interest rate debt and maintains a flexible approach to the selection of appropriate debt terms to achieve a debt profile that takes into account market conditions as well as the REIT's lease maturity profile and cash flows. The Declaration of Trust provides that the REIT may not incur or assume any indebtedness if, after giving effect to the incurring or assumption of such indebtedness, the total indebtedness of the REIT would be more than 65% of Gross Book Value and the REIT targets a total indebtedness level of approximately 55% of Gross Book Value. The REIT's preference is to address debt maturities well in advance of their maturity to reduce refinancing risk and provide flexibility. Further, the REIT's preference is to acquire unencumbered properties providing added flexibility to the REIT's capital structure and further enabling the REIT to actively manage its debt profile.

The following is a summary of the debt held by the REIT as at December 31, 2019:

	Maturity	Weighted Average Debt Maturity (Years)	Effective Rate	Carrying Amount (December 31, 2019)	Carrying Amount (December 31, 2018)
Revolver	Feb. 26, 2020	0.02	4.27%	\$76,800	\$143,822
Term loan	Feb. 26, 2021	0.53	4.26%	361,776	361,086
Term loan 2	Feb. 9, 2023	0.98	4.26%	248,872	248,533
Mortgage	Mar. 1, 2021	0.01	5.75%	10,511	11,624
Mortgage	Jan. 1, 2025	0.27	3.80%	42,532	43,363
Mortgage	Jul. 1, 2025	0.29	4.14%	41,259	55,045
Mortgage	Jan. 1, 2031	0.10	5.50%	7,645	8,089
Total		2.21	4.06%⁽¹⁾	\$ 789,395	\$ 871,562

(1) The weighted average interest rate includes the impact of pay-fixed receive-float swaps.

The REIT's weighted average debt maturity is 2.2 years. The REIT's revolver includes an option that provides the REIT with the right to extend the maturity for an additional year.

STRATEGIC ACQUISITION LOANS

Management has identified, in consultation with certain of its existing tenants, non-grocery-anchored retail properties that have the potential for a conversion to grocery-anchored retail malls. These acquisition targets are primarily characterized by under-managed properties, often with under-capitalized owners, where the opportunity exists to re-imagine and modernize the asset. This conversion opportunity involves bringing a current grocery store format and size to the property coupled with improvements and re-tenanting of the shop space.

The REIT has undertaken an arrangement to take advantage of these opportunities in conjunction with a United States based entity in which SLAM has a significant interest. These loans will provide the REIT with the opportunity to earn an 8% return on the capital committed, establish a pipeline of new format grocery-anchored retail assets, strengthen its relationships with tenants as a strategic partner, and limits the risk to the REIT of an unsuccessful conversion and development of an asset from its current format to a modern format and size grocery-anchored retail mall.

Under this arrangement, the REIT has the option to provide loans, secured by the properties, to an entity in which SLAM has a significant interest, whereby SLAM will undertake the acquisition and conversion of the assets to grocery-anchored retail malls. In cases where the REIT provides a loan in respect of a conversion property it will earn an 8% return on the amount advanced and will, in turn, have the ability, but not the obligation, to purchase the property upon conversion of the property to a grocery-anchored retail mall. Additionally, prior to SLAM purchasing any property, the REIT has the right of first refusal to purchase the property and undertake the conversion itself.

One loan has been made to date in the amount of \$9.4 million. The loan, advanced in October 2015, is in the amount of \$7.7 million, bears interest at 8.0% and matures on October 19, 2020. On March 6, 2017 and August 24, 2017, the REIT advanced an additional \$1.2 million and \$0.5 million under the loan arrangement, respectively. This loan is recorded as a note receivable within the other assets account balance on the REIT's consolidated statements of financial position.

The loan was settled in January 2019 as part of the consideration for the acquisition of Windmill Plaza, a grocery-anchored shopping centre located in Sterling Heights, Michigan. Windmill Plaza was acquired on January 25, 2019 in a 50% joint-venture partnership with Kroger for \$7.3 million, before transaction costs and an assumed loan. In addition to the settlement of the loan, consideration for the property included cash consideration and an assumed loan.

INTEREST RATE SWAPS

On November 2, 2016, the REIT entered into a \$300 million pay-fixed receive-float interest rate swap to hedge interest rate risk from floating rate debt. The interest rate swap has a fixed rate of 1.10% and a maturity of April 2021.

On September 1, 2017, the REIT fixed an additional \$100 million of its floating rate debt with an interest rate swap through to September 22, 2022.

On July 30, 2018, the REIT entered into two additional \$175.0 million pay-fixed receive-float interest rate swaps, for an aggregate of \$350.0 million, to hedge interest rate risk from floating rate debt. The interest rate swaps have fixed rates of 2.88% and 2.93% and maturities of August 22, 2023 and August 22, 2025, respectively.

Currently, 107.6% of the REIT's debt is subject to fixed interest rates. The REIT's interest rate swaps have a fair market value of \$19.8 million and weighted average remaining term of 2.9 years.

RISK FACTORS

The occurrence of any of the following risks could materially and adversely affect the REIT's investments, prospects, cash flows, results of operations or financial condition and the REIT's ability to make cash distributions to Unitholders. In that event, the value of the Units could decline and investors may lose all or part of their investment. Although the REIT believes that the risk factors described below are the most material risks that the REIT will face, they are not the only risks. Additional risk factors not presently known or that are currently believed to be immaterial could also materially adversely affect investments, prospects, cash flows, results of operations or financial condition and the REIT's ability to make cash distributions to Unitholders and adversely affect the value of the Units.

Risk Factors Related to the Real Estate Industry

Real Property Ownership and Tenant Risks

The REIT owns its properties and is expected in the future to acquire interests in other real property. All real property investments are subject to elements of risk. By specializing in particular types of real estate, the REIT is exposed to adverse effects on those segments of the real estate market. In addition, all of the REIT's properties are located in the United States. As a result, the REIT is impacted by factors specifically affecting the real estate markets in the United States and the United States economy generally. These factors may differ from those affecting Canada. If conditions in the United States were to decline relative to conditions in other countries, or in Canada in particular, this could more adversely impact the REIT's revenues and results of operations.

The value of real property and any improvements thereto depends on the credit and financial stability of tenants, and upon the vacancy rates of the properties. AFFO will be adversely affected if a significant number of tenants are unable to meet their obligations under their leases or if significant amounts of available space in the properties in which the REIT has an interest become vacant and are not able to be leased on economically favourable lease terms.

The REIT's properties generate income through rent payments made by the REIT's tenants. Upon the expiry of any lease, there can be no assurance that the lease will be renewed or the tenant replaced. The terms of any subsequent lease may be less favourable to the REIT than the existing lease. In the event of default by a tenant, delays or limitations in enforcing rights as lessor may be experienced and substantial costs in protecting the REIT's investment may be incurred. Furthermore, at any time, a tenant of any of the properties in which the REIT has an interest may seek the protection of bankruptcy, insolvency or similar laws that could result in the disclaimer and termination of such tenant's lease, any of which events could have an adverse effect on the REIT's financial condition and results of operations and decrease the amount of cash available for distribution to Unitholders. The ability to rent unleased space in the properties in which the REIT will have an interest will be affected by many factors, including general economic conditions, local real estate markets, changing demographics, shifting consumer preferences towards e-commerce, supply and demand for leased premises, competition from other available premises and various other factors, many of which are beyond the REIT's control.

Fixed Costs

The failure to rent unleased space on a timely basis or at all would likely have an adverse effect on the REIT's financial condition and results of operation and decrease the amount of cash available for distribution to Unitholders. Certain significant expenditures, including property taxes, ground rent, maintenance costs, mortgage payments, insurance costs and related charges must be made throughout the period of ownership of real property regardless of whether a property is producing any income. If the REIT is unable to meet mortgage payments on any property, losses could be sustained as a result of the mortgagee's exercise of its rights of foreclosure or sale or the landlord's exercise of remedies. Costs may also be incurred in making improvements or repairs to property required by a new tenant and income may be lost as a result of any prolonged delay in attracting suitable tenants to the vacant space.

The timing and amount of capital expenditures by the REIT will indirectly affect the amount of cash available for distribution to Unitholders. Distributions may be reduced, or even eliminated, at times when the REIT deems it necessary to make significant capital or other expenditures.

Liquidity

Real property investments tend to be relatively illiquid, with the degree of liquidity generally fluctuating in relation to demand for and the perceived desirability of such investments. Such illiquidity may limit the REIT's ability to vary its portfolio promptly in response to changing economic or investment conditions. If the REIT were to be required to liquidate its real property investments quickly, there is a risk the proceeds realized by the REIT from such sale might be significantly less than the carrying value of such properties which could have an adverse effect on the REIT's financial condition and results of operation and decrease the amount of cash available for distribution to Unitholders.

Competition

The real estate business is competitive. Numerous other developers, managers and owners of retail properties will compete with the REIT in seeking tenants. Some of the properties located in the same markets as the REIT's properties are newer and better located than the REIT's properties. Some property owners with properties located in the same markets as the REIT's properties may be better capitalized and may be stronger financially and hence better able to withstand an economic downturn. The existence of developers, managers and owners in such markets and competition for the REIT's tenants could have a negative effect on the REIT's ability to lease space in its properties in such markets and on the rents charged or concessions granted, which could have an adverse effect on the REIT's financial condition and results of operation and decrease the amount of cash available for distribution to Unitholders.

Competition for acquisitions of real properties can be intense and some competitors may have the ability or inclination to acquire properties at a higher price or on terms less favourable than those that the REIT may be prepared to accept. An increase in the availability of investment funds, an increase in interest in real property investments or a decrease in interest rates may tend to increase competition for real property investments, thereby increasing purchase prices and reducing the yield on them.

Economic Environment

Continued concerns about the uncertainty over whether the economy will be adversely affected by inflation, deflation or stagflation, and the systemic impact of increased unemployment, volatile energy costs, geopolitical issues, the availability and cost of credit, the United States mortgage market and a distressed commercial real estate market have contributed to increased market volatility and weakened business and consumer confidence. This difficult operating environment could adversely affect the REIT's ability to generate revenues, thereby reducing its operating income and earnings. It could also have an adverse impact on the ability of the REIT's tenants and operators to maintain occupancy rates in the REIT's properties, which could harm the REIT's financial condition. If any of these economic conditions are prevalent, the REIT's tenants and operators may be unable to meet their rental payments and other obligations due to the REIT, which could have a material adverse effect on the REIT.

Regulation

The REIT is subject to laws and regulations governing the ownership and leasing of real property, environmental matters, taxes and other matters. It is possible that future changes in applicable federal, provincial, state, local or common laws or regulations or changes in their enforcement or regulatory interpretation could result in changes in the legal requirements affecting the REIT (including with retroactive effect). Any changes in the laws to which the REIT is subject could materially adversely affect the rights and title to the REIT's properties. It is not possible to predict whether there will be any further changes in the regulatory regimes to which the REIT is subject or the effect of any such change on its investments.

Risk Factors Related to the Business of the REIT

Acquisition and Integration of Properties

The REIT's business plan includes growth through identifying suitable acquisition opportunities, pursuing such opportunities, consummating acquisitions and effectively operating and leasing such properties. If the REIT is unable to manage its growth effectively, it could adversely impact the REIT's financial condition and results of operations and decrease the amount of cash available for distribution to Unitholders. There can be no assurance as to the pace of growth through property acquisitions or that the REIT will be able to acquire assets on terms that meet its investment guidelines or on an accretive basis, and as such there can be no assurance that distributions to Unitholders will be maintained in the future.

Acquisitions may be subject to unknown, unexpected or undisclosed liabilities which could have a material adverse impact on the operations and financial results of the REIT. Such liabilities may relate to the clean-up of undisclosed environmental contamination, claims by tenants, vendors or other persons dealing with the former owners of the REIT's properties and claims for indemnification by members, directors, officers and others indemnified by the former owners of the REIT's properties. Representations and warranties given by third parties to the REIT may not adequately protect against these liabilities and any recourse against third parties may be limited by the financial capacity of such third parties.

Moreover, acquired properties may not meet expectations of operational or financial performance due to unexpected costs associated with developing an acquired property, as well as the general investment risks inherent in any real estate investment. The REIT cannot assure Unitholders that it will be able to successfully integrate acquired properties without operating disruptions or unanticipated costs. As the REIT acquires additional properties, the REIT will be subject to risks associated with integrating and managing new properties, including tenant lease-up and retention and mortgage default. In addition, acquisitions may cause disruptions in the REIT's operations and divert management's attention away from day-to-day operations. Furthermore, the REIT's profitability may suffer because of acquisition-related costs or amortization costs for acquired intangible assets. The REIT's failure to successfully integrate any future properties could have an adverse effect on the REIT's operating costs and its ability to generate stable positive cash flow from its operations.

Access to Capital

The real estate industry is highly capital intensive. The REIT will require access to capital to maintain its properties, as well as to fund its growth strategy and significant capital expenditures from time to time. There can be no assurances that the REIT will otherwise have access to sufficient capital or access to capital on terms favourable to the REIT for future property acquisitions, financing or refinancing of properties, funding operating expenses or other purposes. Failure by the REIT to access required capital could adversely impact the REIT's financial condition and results of operations and decrease the amount of cash available for distribution.

Variable Rate Indebtedness

Until such time as the REIT fixes the interest rate on all or a portion of its indebtedness, borrowings under the REIT's credit facilities bear interest at variable rates and expose the REIT to interest rate risk. If interest rates were to increase, the REIT's debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same and the REIT's net income and cash flows will correspondingly decrease. Assuming all fixed-rate debt under the REIT's credit facilities remain

outstanding, each quarter point change in interest rates would result in a \$0.02 million change in annual interest expense on the REIT's current indebtedness.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates may have an effect on the cash flows or fair values of the REIT's financial instruments. An increase in interest rates could significantly affect the REIT's ability to meet its financial obligations. Interest rate cash flow risk is minimized by the REIT by having a portion of its mortgages on fixed term arrangements. The REIT also utilizes interest rate swaps to fix interest rates on its floating rate mortgages.

Interest Rate Hedging

The REIT currently does, and may in the future, enter into interest rate hedging arrangements or financial instruments, or refinance certain mortgages prior to their maturity, for the purpose of managing the REIT's exposure to interest rate volatility. Such activities may not prove successful in managing the REIT's exposure to such volatility. Market changes, among other things, may cause hedging arrangements or financial instruments to not perform as intended or to fail to mitigate all or part of the underlying risk. In addition, although the REIT enters into such hedging arrangements and financial instruments with financially sound counterparties in order to mitigate the risk that the counterparty may fail to honour its obligations, the risk of such failure by a counterparty cannot be mitigated completely. Further, such hedging activities may subject the REIT to additional costs, such as transaction fees or breakage costs, if these arrangements are terminated, and the REIT will also be subject to fees in respect of the early refinancing of mortgages.

Financing Risks

The REIT has outstanding in-place mortgages. There can be no assurance that the REIT will continue to generate sufficient cash flow from operations to meet required interest and principal payments on its outstanding debt. If the REIT is unable to meet interest or principal payments, it could be required to seek renegotiation of such payments or obtain additional equity, debt or other financing. The failure of the REIT to make or renegotiate interest or principal payments or obtain additional equity, debt or other financing could adversely impact the REIT's financial condition and results of operations and decrease the amount of cash available for distribution to Unitholders.

The REIT will be subject to the risks associated with debt financing, including the risk that the mortgages and banking facilities secured by the REIT's properties will not be able to be refinanced or that the terms of such refinancing will not be as favourable as the terms of existing indebtedness, which may reduce AFFO. In order to minimize this risk, the REIT will attempt to diversify the term structure of its debt so that in no one year a disproportionate amount of its debt matures.

The REIT's credit facilities contain covenants certain of which require it to maintain certain financial ratios on a consolidated basis. If the REIT does not maintain such ratios, its ability to make distributions may be limited.

Environmental Matters

Environmental legislation and regulations have become increasingly important in recent years. As an owner of interests in real property, the REIT is subject to various federal, state and municipal laws relating to environmental matters. Such laws provide that the REIT could be, or become, liable for environmental harm, damage or costs, including with respect to the release of hazardous, toxic or other regulated substances into the environment, and the removal or other remediation of hazardous, toxic or other regulated substances that may be present at or under its properties. Further, liability may be incurred by the REIT with respect to the release of such substances from the REIT's properties to properties owned by third parties, including properties adjacent to the REIT's properties. The discovery of any such pollution on

the sites and/or in the buildings, particularly in connection with the lease or sale of properties or borrowing using the real estate as security, could trigger claims for rent reductions or termination of leases for cause, for damages and other breach of warranty claims against us. The remediation of any pollution and the related additional measures the REIT would have to undertake could have a materially adverse effect on the REIT and could involve considerable additional costs that the REIT may have to bear. The REIT will also be exposed to the risk that recourse against the polluter or the previous owners of the properties might not be possible, for example, because they cannot be identified, no longer exist or have become insolvent. Moreover, the existence or even the mere suspicion of the existence of ground contamination, hazardous materials or other residual pollution can materially adversely affect the REIT's ability to sell such property, realize the full value of such property or borrow using such property as collateral security, and could potentially result in claims against the REIT by public or private parties by way of civil action. Further soil and groundwater testing will be undertaken on one property. Any subsurface investigations could reveal environmental conditions which require notification of regulatory authorities, further investigations and remediation.

The REIT's operating policy is to obtain a Phase I environmental site assessment, conducted by an independent and experienced environmental consultant, prior to acquiring a property and to have Phase II environmental site assessment work completed where recommended in a Phase I environmental site assessment. Although such environmental site assessments would provide the REIT with some level of assurance about the condition of property, the REIT may become subject to liability for undetected contamination or other environmental conditions at its properties against which the REIT cannot insure, or against which the REIT may elect not to insure, which could negatively impact the REIT's financial condition and results of operations and decrease the amount of cash available for distribution to Unitholders.

The REIT's environmental insurance is subject to certain policy limits and deductibles. There can be no assurance, however, that claims in excess of the insurance coverage or claims not covered by the insurance coverage will not arise or that the coverage will continue to be available on acceptable terms. A successful claim against the REIT not covered by, or in excess of, the REIT's insurance could have a material adverse effect on the REIT's business, operating results and financial condition.

Although the REIT is not aware of any material non-compliance with environmental laws at any of its properties, and is not aware of any pending or threatened investigations or actions by environmental regulatory authorities in connection with any of the properties, there is no assurance that this will continue to be the case.

The REIT will make the necessary capital and operating expenditures to comply with environmental laws and address any material environmental issues and such costs relating to environmental matters may have a material adverse effect on the REIT's business, financial condition or results of operation and decrease the amount of cash available for distribution to Unitholders. However, environmental laws can change and the REIT may become subject to even more stringent environmental laws in the future, with increased enforcement of laws by the government. Compliance with more stringent environmental laws, which may be more rigorously enforced, the identification of currently unknown environmental issues or an increase in the costs required to address a currently known condition may have an adverse effect on the REIT's financial condition and results of operation and decrease the amount of cash available for distribution to Unitholders.

Potential Conflicts of Interest

The Trustees will, from time to time, in their individual capacities, deal with parties with whom the REIT may be dealing, or may be seeking investments similar to those desired by the REIT. The interest of these Persons could conflict with those of the REIT. The Declaration of Trust contains conflict of interest provisions requiring the Trustees to disclose their interests in certain contracts and transactions and to refrain from voting on those matters.

Conflicts may exist due to the fact that certain Trustees will be affiliated with SLAM. The REIT, SLAM and its affiliates will enter into certain arrangements, including those relating to the Management Agreement. SLAM and its affiliates are engaged in a wide variety of real estate activities. The REIT may become involved in transactions that conflict with the interests of the foregoing.

Same Management Group for Various Slate Entities

Due to the fact that SLAM and its affiliates manage other investment portfolios and realty trusts in similar asset classes, there is a risk that conflicts may arise regarding the allocation of tenants amongst the various SLAM managed entities. SLAM or its affiliates may acquire properties for other investment portfolios or realty trusts in the future. In such circumstances, there is a risk that conflicts may arise regarding the allocation of properties among the various SLAM managed entities.

General Insured and Uninsured Risks

The business carried on by the REIT entails an inherent risk of liability. The REIT expects that from time to time it may be subject to lawsuits as a result of the nature of its business. The REIT will carry comprehensive general liability, property, boiler and machinery, fire, flood, extended coverage, rental loss insurance and other similar coverages with customary policy specifications, limits and deductibles. The REIT will have insurance for earthquake, hurricane and other natural disaster risks (including those caused by the effects of climate change), subject to certain policy limits and deductibles, and will continue to carry such insurance if it is economical to do so. There can be no assurance, however, that claims in excess of the insurance coverage or claims not covered by the insurance coverage will not arise or that the liability coverage will continue to be available on acceptable terms. A successful claim against the REIT not covered by, or in excess of, the REIT's insurance could have a material adverse effect on the REIT's business, operating results and financial condition. Claims against the REIT, regardless of their merit or eventual outcome, also may have a material adverse effect on their ability to attract tenants or expand their businesses, and will require management to devote time to matters unrelated to the operation of the business.

Reliance on Key Personnel

The management and governance of the REIT depends on the services of certain key personnel, including officers of Slate Canada and the Trustees. The loss of the services of any key personnel could have an adverse effect on the REIT and adversely impact the REIT's financial condition and results of operations and decrease the amount of cash available for distribution to Unitholders.

Reliance on Property Management

The REIT may rely upon independent management companies to perform property management functions in respect of each of the properties it owns. To the extent the REIT relies upon such management companies, the employees of such management companies will devote as much of their time to the management of the REIT's properties as in their judgement is reasonably required and may have conflicts of interest in allocating management time, services and functions among the properties and their other development, investment and/or management activities.

Limit on Activities

In order to maintain its status as a "mutual fund trust" under the Tax Act, the REIT cannot carry on most active business activities and is limited in the types of investments it may make. The Declaration of Trust contains restrictions to this effect.

Occupancy by Tenants

Although certain, but not all, leases contain a provision requiring tenants to maintain continuous occupancy of leased premises, there can be no assurance that such tenants will continue to occupy such premises.

Certain tenants have a right to terminate their leases upon payment of a penalty but others are not required to pay any penalty associated with an early termination. There can be no assurance that tenants will continue their activities and continue occupancy of the premises. Any cessation of occupancy by tenants may have an adverse effect on the REIT and could adversely impact the REIT's financial condition and results of operations and decrease the amount of cash available for distribution to Unitholders.

Forecasted Occupancy Rates and Revenues in Excess of Historical Occupancy Rates and Revenues

Historical occupancy rates and revenues are not necessarily an accurate prediction of the future occupancy rates for the REIT's properties or revenues to be derived therefrom. There can be no assurance that, upon the expiry or termination of the leases currently in effect, the average occupancy rates and revenues will be the same as, or higher than, historical occupancy rates and revenues.

Lease Renewals and Rental Increases

Expiries of leases for the REIT's properties, including those of significant tenants, will occur from time to time over the short and long-term. No assurance can be provided that the REIT will be able to renew any or all of the leases upon their expiration or that rental rate increases will occur or be achieved upon any such renewals. The failure to renew leases or achieve rental rate increases may adversely impact the REIT's financial condition and results of operations and decrease the amount of cash available for distribution to Unitholders.

External Management Arrangements

The REIT relies on Slate Canada to act as manager of its properties. Consequently, the REIT's ability to achieve its investment objectives depends in large part on Slate Canada. This means that the REIT's investments are dependent upon Slate Canada's business contacts, its ability to successfully hire, train, supervise and manage its personnel and its ability to maintain its operating systems. If the REIT were to lose the services provided by Slate Canada or its key personnel, the REIT's investments and growth prospects may significantly decline. The REIT may be unable to duplicate the quality and depth of management available to it by becoming a self-managed company or by hiring another asset manager. Investors should not purchase any Unit unless they are prepared to rely on the Trustees, Executive Officers (as defined below) and Slate Canada.

Although the Management Agreement provides that Slate Canada will automatically be re-engaged at the expiration of each term (subject to certain termination provisions), Slate Canada will have the right, at any time, but upon 90 days' prior written notice, to terminate the Management Agreement for any reason. The Management Agreement may also be terminated in other circumstances, such as upon the occurrence of an event of default within the meaning of such agreement. Accordingly, there can be no assurance that Slate Canada will continue to be the REIT's manager. If Slate Canada should cease for whatever reason to be the REIT's manager, the cost of obtaining substitute services may be greater than the fees the REIT will pay Slate Canada under the Management Agreement, and this may materially adversely affect the REIT's ability to meet its objectives and execute its strategy which could materially adversely affect the REIT's cash flows, operating results and financial condition.

Controls over Financial Reporting

The REIT maintains information systems, procedures and controls to ensure all information disclosed externally is as complete, reliable and timely as possible. Such internal controls over financial reporting are designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the financial statements for external purposes in accordance with IFRS.

Because of the inherent limitations in all control systems, including well-designed and operated systems, no control system can provide complete assurance that the objectives of the control system will be met. Furthermore, no evaluation of controls can provide absolute assurance that all control issues, including

instances of fraud, if any, will be detected or prevented. These inherent limitations include the possibility that management's assumptions and judgments may ultimately prove to be incorrect under varying conditions and circumstances and the impact of isolated errors.

Additionally, controls may be circumvented by the unauthorized acts of individuals, by collusion of two or more people, or by management override. The design of any system of controls is also based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential conditions.

Asset Class Diversification

The REIT's investments are not widely diversified by asset class. All or substantially all of the REIT's investments, including the REIT's properties, are expected to be in retail properties. A lack of asset class diversification increases risk because retail properties are subject to its own set of risks, such as vacancies, rising operating costs and a shift of retailers from brick and mortar stores. Specifically, shifting consumer preferences toward e-commerce may result in a decrease in the demand for physical space by retail tenants. The failure of the REIT to adapt to changes in the retail landscape, including finding new tenants to replace any lost income stream from existing tenants that reduce the amount of physical space they lease from the REIT could adversely affect the REIT's financial performance.

Geographic Concentration

The REIT's properties are located in the United States where economic conditions since the beginning of 2008 have been uncertain. The value of the REIT's properties and future REIT properties may decline if current market conditions remain stagnant or worsen. Adverse changes in the economic condition or regulatory environment in the United States may have a material adverse effect on the REIT's business, cash flows, financial condition and results of operations and its ability to make distributions to Unitholders. See "*Properties of the REIT - Geographic Diversification*".

Security of Information Technology

The REIT requires segregation and protection of its information, including security over tenant lease details, employee information, financial records and operational data ("**Confidential Information**"). Some of this Confidential Information is held and managed by third-party service providers. Any failure in data security or any system vulnerability (internal or external) could result in harm to the reputation or competitive position of the REIT. To reduce the level of vulnerability, the REIT has implemented security measures, including monitoring and testing, maintenance of protective systems and contingency plans, to protect and to prevent unauthorized access of Confidential Information and to reduce the likelihood of disruptions to its IT systems.

Despite these measures, all of the REIT's information systems, including its back-up systems and any third-party service provider systems that it employs, are vulnerable to damage, interruption, disability or failures due to a variety of reasons, including physical theft, fire, power loss, computer and telecommunication failures or other catastrophic events, as well as from internal and external security breaches, denial of service attacks, viruses, worms and other known or unknown disruptive events. These types of privacy and information security risks have generally increased in recent years as a result of the proliferation of new technologies, such as ransomware, and the increased sophistication and activities of perpetrators of cyber-attacks.

The REIT or its third-party service providers may be unable to anticipate, implement adequate preventative measures, timely identify or appropriately respond to one or more of the rapidly evolving and increasingly sophisticated means by which computer hackers, cyber terrorists and others may attempt to breach the REIT's security measures or those of our third-party service providers' information systems.

As cyber threats evolve and become more difficult to detect and successfully defend against, one or more cyber threats might defeat the REIT's security measures or those of its third-party service providers and result in unauthorized parties gaining access to Confidential Information. Moreover, employee error or

malfeasance, faulty password management or other irregularities may result in a breach of the REIT's or its third-party service providers' security measures, which could result in a breach of Confidential Information.

If the REIT does not allocate and effectively manage the resources necessary to build and sustain a reliable IT infrastructure, fails to timely identify or appropriately respond to cybersecurity incidents, or the REIT's or its third-party service providers' information systems are damaged, destroyed, shut down, interrupted or cease to function properly, the REIT's business could be disrupted and the REIT could, among other things, be subject to: the loss of or failure to attract new tenants; the loss of revenue; the loss or unauthorized access to Confidential Information or other assets; the loss of or damage to trade secrets; damage to its reputation; litigation; regulatory enforcement actions; violation of privacy, security or other laws and regulations; and remediation costs.

New Markets

If the opportunity arises, the REIT may explore acquisitions of properties in new markets, such as Canada and Europe. Each of the risks applicable to the REIT's ability to acquire and successfully integrate and operate properties in its current markets is also applicable to its ability to acquire and successfully integrate and operate properties in new markets. In addition to these risks, the REIT may not possess the same level of familiarity with the dynamics and market conditions of any new markets, which could materially adversely affect its ability to expand into or operate in those markets. The REIT may be unable to achieve a desired return on its investments in new markets.

Climate Change Risks

Natural disasters and severe weather such as storms, flooding, hurricanes, blizzards and rising temperatures and sea-levels may result in damage to the REIT's properties and could have a material adverse effect on the REIT's business and operations. Such damage could compromise the REIT's ability to continue critical operations and processes and may result in loss of NOI from properties becoming non-operational, an increase in costs to recover and repair properties from a natural disaster or inclement weather, and an increase in insurance costs to insure the property against natural disasters and severe weather events.

Risk Factors Related to the Units

Cash Distributions are Not Guaranteed

The REIT has adopted a distribution policy, as permitted under the Declaration of Trust, pursuant to which it makes monthly cash distributions. However, the Board may reduce or suspend cash distributions indefinitely, which could have a material adverse effect on the market price of Units.

There can be no assurance regarding the amount of income to be generated by the REIT's properties. The ability of the REIT to make cash distributions, and the actual amount distributed, will be entirely dependent on the operations and assets of the REIT, and will be subject to various factors including financial performance, obligations under applicable credit facilities, fluctuations in working capital, the sustainability of income derived from the tenant profile of the REIT's properties and capital expenditure requirements. Distributions may be increased, reduced or suspended entirely depending on the REIT's operations and the performance of the REIT's assets. The market value of the Units will deteriorate if the REIT is unable to meet its distribution targets in the future, and that deterioration may be significant. In addition, the composition of cash distributions for tax purposes may change over time and may affect the after-tax return for investors.

Restrictions on Redemptions

The entitlement of Unitholders to receive cash upon the redemption of their Units will be subject to the following limitations: (i) the total amount payable by the REIT in respect of such Units and all other Units tendered for redemption in the same calendar quarter must not exceed \$100,000 (provided that such limitation may be waived at the discretion of the Trustees), and (ii) in the event that the Units are listed on a stock exchange or similar market, the trading of Units is not suspended or halted (or, if not listed on a stock exchange, on any market on which the Units are quoted for trading) on the redemption date or for more than five trading days during the 10-day trading period commencing immediately after the redemption date.

In the event of an *in specie* redemption of Units, certain property that may be distributed by the REIT to Unitholders may be illiquid and may not be a qualified investment for Registered Plans. The Tax Act imposes penalties for the acquisition or holding of non-qualified investments by such Registered Plans. Depending on the circumstances of a Unitholder, property distributed by the REIT on an *in specie* redemption of Units may be a “prohibited investment” (within the meaning of the Tax Act) for the purposes of a TFSA, RRSP, RRIF, RDSP or RESP. The Tax Act imposes penalties for the acquisition or holding of a prohibited investment by a TFSA, RRSP, RRIF, RDSP or RESP.

Potential Volatility of Unit Prices

One of the factors that may influence the market price of the Units is the annual yield on the Units. An increase in market interest rates may lead purchasers of Units to demand a higher annual yield, which accordingly could adversely affect the market price of the Units. In addition, the market price of the Units may be affected by changes in general market conditions, fluctuations in the markets for equity securities and numerous other factors beyond the control of the REIT.

Nature of Investment

A holder of a Unit will not hold a share of a body corporate. As holders of Units, the Unitholders will not have statutory rights normally associated with ownership of shares of a corporation including, for example, the right to bring “oppression” or “derivative” actions. The rights of Unitholders are based primarily on the Declaration of Trust. There is no statute governing the affairs of the REIT equivalent to the *Canada Business Corporations Act* (“**CBCA**”) which sets out the rights and entitlements of shareholders of corporations in various circumstances. As well, the REIT may not be a recognized entity under certain existing insolvency legislation such as the *Bankruptcy and Insolvency Act* (Canada) and the *Companies Creditors’ Arrangement Act* (Canada) and thus the treatment of Unitholders upon an insolvency is uncertain.

Availability of Cash Flow

AFFO may exceed actual cash available to the REIT from time to time because of items such as principal repayments, and tenant allowances, leasing costs and capital expenditures in excess of stipulated reserves identified by the REIT in its calculation of AFFO and redemptions of Units, if any. The REIT may be required to use part of its debt capacity or reduce distributions in order to accommodate such items.

Currency Exchange Rate Risk

Although investors in the Class U Units are able to invest in Canadian dollars and receive distributions in Canadian dollars if they so elect, the distributions to such investors will be calculated based on the Canadian dollar equivalent of a given distribution in U.S. dollars (which calculation will use the U.S. dollar spot exchange rate available to the REIT in respect of such distribution). Additionally, the business of the REIT’s Subsidiaries and their affiliates will be conducted in the United States. Consequently, any income and gains will be earned and any expenses and losses will be incurred in U.S. dollars. The Canadian dollar is not maintained at a fixed exchange rate compared to foreign currencies but rather the value of the Canadian dollar has a floating exchange rate in relation to the U.S. dollar. As a result, the value of an investment in

Class U Units, when expressed in Canadian dollars, may fluctuate in accordance with fluctuations in the Canada/U.S. dollar exchange rate, and the value of such investment may be greater or less than that determined only with reference to U.S. dollars. Accordingly, investors who purchase Class U Units through an investment in Canadian dollars are subject to currency exchange rate risk.

Dilution

The number of Units the REIT is authorized to issue is unlimited. The REIT may, in its sole discretion, issue additional Units from time to time, and the interests of the holders of Units may be diluted thereby.

Market for Units

The Class U Units were listed and posted for trading on the TSX commencing on April 22, 2014. The REIT cannot predict at what price the Class U Units will trade and there can be no assurance that an active trading market will be sustained in the Class U Units. A publicly traded real estate investment trust will not necessarily trade at values determined solely by reference to the underlying value of its real estate assets. Accordingly, the Class U Units may trade at a premium or a discount to the underlying value of its real estate. The market price of the Class U Units may be subject to wide fluctuations.

Risk Factors Related to Canadian Tax Matters

Non-Resident Ownership

Non-Residents may not be the beneficial owners of more than 49% of the Units and the Trustees will have various powers that can be used for the purpose of monitoring and controlling the extent of Non-Resident ownership of Units, as set out in the Declaration of Trust.

The restrictions on the issuance of Units by the REIT to Non-Residents may negatively affect the REIT's ability to raise financing for future acquisitions or operations. In addition, the Non-Resident ownership restrictions could negatively impact the liquidity of the Units and the market price at which Units can be sold.

Taxation of REITs and Partnerships

There can be no assurance that Canadian federal income tax laws and the administrative policies and assessing practices of the CRA respecting mutual fund trusts, "SIFT trusts" and "SIFT partnerships" (each as defined in the Tax Act) will not be changed in a manner that adversely affects Unitholders.

In addition, the Tax Act requires the REIT to satisfy certain conditions in order for it to qualify as a mutual fund trust. The REIT intends to ensure that the REIT will meet the requirements necessary for it to qualify as a mutual fund trust at all times and the Declaration of Trust contains provisions to this effect. If the REIT were not to so qualify, the consequences could be material and adverse.

The Tax Act contains rules (the "**SIFT Rules**"), which tax certain publicly-traded or listed trusts and partnerships in a manner similar to corporations and which tax certain distributions from such trusts and partnerships as taxable dividends from a taxable Canadian corporation. The SIFT Rules apply to a trust that is a "SIFT trust" and a partnership that is a "SIFT partnership", each as defined in the Tax Act. Provided that a trust or partnership does not own "non-portfolio property" (as defined in the Tax Act), it will not be subject to the SIFT Rules. The REIT and the Partnerships do not currently own non-portfolio property and management does not currently have an intention to acquire non-portfolio property. However, no assurances can be given that the REIT or any of its Subsidiaries will not acquire non-portfolio property in the future. If the SIFT Rules were to apply to the REIT or a Partnership the amounts available for distribution to Unitholders could be reduced. In addition, there can be no assurance that the SIFT Rules or the administrative policies or assessing practices of the CRA will not be changed in a manner that adversely affects the REIT, the Partnerships and Unitholders.

Distribution of Additional Units

Interest on the Investment LP1 Notes and any other indebtedness owing to the REIT will accrue at the REIT level for Canadian federal income tax purposes, whether or not actually paid. The Declaration of Trust provides that a sufficient amount of the REIT's net income including net realized capital gains will be distributed each year to Unitholders in order to eliminate the REIT's liability for tax under Part I of the Tax Act. Where such amount of net income (including interest on the Investment LP1 Notes or any other indebtedness owing to the REIT) and net realized capital gains of the REIT in a taxation year exceeds the cash available for distribution in the year, such excess net income and net realized capital gains will be distributed to Unitholders in the form of additional Units. Unitholders generally will be required to include an amount equal to the fair market value of those Units in their taxable income, even in circumstances where they do not receive a cash distribution.

Foreign Taxes

Foreign taxes paid by Investment LP1 and GAR B will be allocated pursuant to the limited partnership agreements. Each partner's share of the "business-income tax" and "non-business-income tax" paid in a foreign country for a year will be creditable against its Canadian federal income tax liability to the extent permitted by the detailed rules contained in the Tax Act.

The Tax Act contains "Foreign Tax Credit Generator" rules under which the foreign "business income tax" or "non-business-income tax", each as defined in the Tax Act, for any taxation year may be limited in certain circumstances, including where a partner's share of the partnership's income under the income tax laws of any country (other than Canada) under whose laws the income of the partnership is subject to income taxation, is less than the partner's share of such income for purposes of the Tax Act. No assurances can be given that the "Foreign Tax Credit Generator" rules will not apply. If the "Foreign Tax Credit Generator" rules apply, foreign tax credits will be limited.

Provided that the appropriate designations are made by the REIT, such portion of its foreign source income that is paid or becomes payable to a Unitholder generally will retain its character in the hands of the Unitholder for purposes of the Tax Act. Foreign taxes paid by the REIT generally will be deemed to be paid by the Unitholder and the Unitholder's share of the "business income tax" and "non-business-income tax" paid in a foreign country for a year will be creditable against the Unitholder's Canadian federal income tax liability to the extent permitted by the detailed rules contained in the Tax Act. Although the foreign tax credit provisions are designed to avoid double taxation, the maximum credit is limited. Because of this, and because of timing differences in recognition of expenses and income and because of other factors, double taxation may arise.

Differences in Canadian and U.S. Tax Laws

The REIT is required to compute its income as though it were an individual resident in Canada, and is subject to the provisions of the Tax Act. Certain of the REIT Subsidiaries, however, are subject to U.S. tax law under the Code and applicable tax authority. The rules of the Tax Act may differ materially from the applicable provisions of the Code. In addition, the effective tax rate under the Tax Act and the Code may differ, in which case income earned by the REIT (including through its Subsidiaries) generally will bear tax at the higher effective tax rate.

Dispositions of Real Property

In the ordinary course or pursuant to an extraordinary transaction (such as a sale of the portfolio or a takeover of the REIT), the REIT may effect a sale of U.S. real property by disposing of securities of an underlying entity or by disposing of the property directly. Moreover, a buyer of real property likely will prefer structuring the sale as a direct disposition of the property to improve their tax position. In these circumstances, Investment LP1's (and GAR B's) effective tax rate under the Code on such dispositions may be greater than the effective tax rate on capital gains under the Tax Act. As a result, the net cash

available for distribution to Unitholders may be reduced and may result in net cash proceeds that are less than the Class U Unit price on the TSX prior to such disposition.

Tax Filing Positions

Tax authorities may disagree with the positions taken by the REIT in its tax filings. Tax provisions, including current and deferred tax assets and liabilities in the REIT's financial statements, and tax filing positions require estimates and interpretations of applicable tax rules and regulations, and judgments as to their interpretation and application to the REIT's specific situation. While management believes that the REIT's tax filing positions are appropriate and supportable under applicable law, they are subject to review and assessment by the relevant taxation authorities. Therefore, it is possible that additional taxes could be payable by the REIT (and its Subsidiaries) or that the ultimate value of certain tax assets and liabilities of the REIT (and its Subsidiaries) could change in the future.

Change of Law

There can be no assurance that Canadian tax laws, foreign tax laws, the judicial interpretation thereof, the terms of the U.S.-Canada Tax Treaty, or the administrative and assessing practices and policies of the CRA will not be changed in a manner that adversely affects the REIT, its Subsidiaries or Unitholders. Any such change could increase the amount of tax payable by the REIT or its affiliates or could otherwise adversely affect Unitholders by reducing the amount available to pay distributions or changing the tax treatment of such distributions to Unitholders.

Loss Restriction Event

The Tax Act includes "loss restriction event" ("LRE") rules that could potentially apply to the REIT. In general, the REIT will be subject to a LRE if a Person (or group of Persons) acquires more than 50% of the fair market value of the Units.

Non-Residents of Canada

The Tax Act may impose additional withholding or other taxes on distributions made by the REIT to Unitholders who are Non-Residents. The application of these taxes and any reduction in the rates thereof pursuant to an applicable income tax treaty or convention may change from time to time. Non-Resident Unitholders should consult their own tax advisors concerning the imposition of such withholding and other taxes based on their particular circumstances.

Foreign Currency

For purposes of the Tax Act, the REIT generally is required to compute its Canadian tax results using Canadian currency. Where an amount that is relevant in computing a taxpayer's Canadian tax results is expressed in a currency other than Canadian currency, such amount must be converted to Canadian currency using the rate of exchange quoted by the Bank of Canada on the day such amount first arose, or using such other rate of exchange as is acceptable to the CRA. As a result, the REIT may realize gains and losses for tax purposes by virtue of the fluctuation in the value of foreign currencies relative to Canadian dollars.

Risk Factors Related to U.S. Tax Matters

Investment LP1 and GAR B are Subject to U.S. Tax

Each of Investment LP1 and GAR B is subject to U.S. federal income tax as a "foreign" corporation engaged in a U.S. trade or business, and each will have U.S. source income subject to U.S. federal income tax law. The REIT also will have U.S. source income from interest paid on the Investment LP1 Notes. Additionally, U.S. state and local tax laws impact certain of the REIT subsidiaries. Each of Investment LP1 and GAR B

plan to benefit from certain deductions under U.S. federal income tax rules in order to reduce its overall tax burden, including deduction of interest expense on the Investment LP1 Notes and other debt, but such deductions may be restricted depending upon a variety of factors. In particular, sweeping changes were made in U.S. federal tax law that may significantly affect the taxation of Investment LP1 and GAR B by Public law no. 115-97, “An Act to provide for reconciliation pursuant to titles II and V of the concurrent resolution on the budget for fiscal year 2018” (more commonly known by the name of “The Tax Cuts and Jobs Act” or the “TCJA”), which was enacted into law on December 22, 2017.

Under new Section 163(j) of the Code as enacted by the TCJA, the deduction for U.S. federal income tax purposes of the interest paid by either Investment LP1 or GAR B on its debt, including both the debt owing to the REIT and third party debt, potentially could be limited to 30% of such entity’s “adjusted taxable income”, which generally means earnings (including interest income) before interest, taxes, depreciation and amortization in 2018 – 2021, and before interest and taxes thereafter (2022 and beyond). Any disallowed interest expense under these provisions may be carried forward to future years. Lengthy and complex U.S. proposed Treasury regulations were issued in late 2018 concerning these new interest deductibility rules. On its 2018 U.S. Return of Partnership Income, Limited Partnership 2 elected, under Code section 163(j)(7)(B), as an “electing real property trade or business”, to be excluded from the limitation on interest deductibility discussed above (in exchange for being subject to generally less favorable depreciation rules). This election generally applies to all future tax years, absent a change in Limited Partnership 2’s business that would cause the election to terminate. Because Investment LP1 and GAR B only have business interest expense from an electing real property trade or business, Limited Partnership 2, the Section 163(j) limitation on interest deductibility does not currently apply to either Investment LP1 or GAR B.

Furthermore, other provisions and principles of U.S. federal tax law applicable to the U.S. federal tax treatment of debt could also apply that result in the IRS or a court determining that the Investment LP1 Notes or any related party debt of GAR B should be treated for U.S. federal income tax purposes as equity rather than debt, or that the interest rate on the Investment LP1 Notes or GAR B related party debt did not represent an arm’s length rate. If, for any of the aforementioned reasons, a redetermination were made of the interest deductibility, in whole or part, of the payments made on related party or third party debt of either Investment LP1 or GAR B, then some or all of the interest on such debt may not be deductible for U.S. federal income tax purposes, and/or some or all of the payments on the Investment LP1 Notes or GAR B related party debt may be characterized as equity distributions subject to U.S. federal withholding tax. Any of these results could increase the U.S. federal income tax liability of Investment LP1 or GAR B. Such an increase in either entity’s U.S. tax liability could adversely affect Investment LP1’s or GAR B’s ability to make payments on its obligations and the REIT’s ability to make distributions on its Units.

Certain other changes under the TCJA may also, if applicable, affect the U.S. federal tax liability of Investment LP1 or GAR B, although the extent to which that occurs is dependent on the factual situation of such entity, as well as how this legislation is interpreted administratively and judicially in the future. For example, for 2018 and onward there are new limitations on the use of net operating losses arising in tax years beginning after 2017 (generally, those can only be utilized to the extent of 80% of taxable income in any given year, although unused net operating losses can be carried forward indefinitely). In addition, there is a new U.S. federal income tax regime known as “BEAT”, which is the acronym for “base erosion anti-abuse tax”, which is designed to potentially limit the tax effectiveness of deductions for payments between U.S. corporations, or non-U.S. corporations with U.S. “effectively connected income” (such as Investment LP1 and GAR B), and non-U.S. related parties (such as the REIT) by imposing a minimum tax. The BEAT regime does not apply unless the payor corporation has average annual gross receipts of U.S. \$500 million or more over a 3 year period, so under current facts the BEAT regime is unlikely to apply to Investment LP1 or GAR B. The TCJA also implemented a new set of rules in Section 267A of the Code disallowing interest deductions in a “hybrid” related party situation, and gave authority to the U.S. Treasury to issue regulations concerning these rules. Such regulations were issued in proposed form on December 28, 2018 and are quite broad and far-reaching. While the proposed regulations provide some examples of their application under certain fact patterns, none is substantially similar to a situation like the related party indebtedness between Investment LP1 and GAR B and the REIT. While there is a position that the proposed regulations do not implicate interest payments between related entities in the REIT structure, final regulations or other

IRS authority may reach a different result. If the hybrid rules of Section 267A of the Code were applicable to the debt arrangements between the REIT and Investment LP1 and GAR B, then the interest paid by Investment LP1 and GAR B on such debt would not be allowed as a deduction from income of those entities and therefore the U.S. federal income tax liability of Investment LP 1 and GAR B could be increased.

If any of the aforementioned TCJA provisions were to apply to Investment LP1 or GAR B, the IRS or an applicable taxing authority were to successfully challenge a U.S. tax position Investment LP1 or GAR B were to take, the REIT, Investment LP1 or GAR B (or other REIT subsidiary) were to fail to qualify for benefits under the U.S.-Canada Tax Treaty, or U.S. tax laws or the U.S.-Canada Tax Treaty were to change (perhaps retroactively), U.S. tax costs could increase, thus decreasing cash available for distribution to the Unitholders and the value of the Units.

For all of the above reasons and others set forth herein, the Units involve a certain degree of risk. Any person considering the purchase of Units should be aware of these and other factors set forth in this Annual Information Form and should consult with his or her legal, tax and financial advisors prior to making an investment in the Units. The Units should only be purchased by persons who can afford to lose all of their investment.

MARKET FOR SECURITIES

Trading Price and Volume

The Class U Units are listed and posted for trading on the TSX under the symbols “SRT.UN” (quoted in Canadian dollars) and “SRT.U” (quoted in U.S. dollars). The following table sets forth the high and low reported trading prices and the trading volume of the Class U Units on the TSX for the periods indicated:

Month (2019)	SRT.UN High (C\$)	SRT.UN Low (C\$)	SRT.UN Volume
January	12.66	11.51	716,507
February	13.00	12.39	699,020
March	13.11	12.48	945,416
April	12.99	12.40	436,818
May	12.77	12.23	659,606
June	12.83	12.29	489,855
July	13.21	12.46	792,013
August	13.30	12.61	620,261
September	13.02	12.49	643,579
October	13.16	12.75	668,918
November	13.19	12.70	2,831,865
December	13.24	12.68	731,004

Month (2019)	SRT.U High (US\$)	SRT.U Low (US\$)	SRT.U Volume
January	9.55	9.09	10,726
February	9.87	9.23	13,225
March	9.83	9.36	25,543
April	9.70	9.02	10,438
May	9.50	9.15	14,079
June	9.63	9.06	10,631
July	11.21	9.59	88,080
August	10.10	9.53	58,705
September	9.90	9.18	16,855
October	9.95	9.64	28,576
November	9.95	9.65	29,572
December	10.13	9.65	16,300

Prior Sales

There were no issuances of securities not listed or quoted on a market place during the most recently completed financial year.

ESCROWED SECURITIES

To the knowledge of the REIT, there are no Units or securities redeemable or exchangeable into Units that are in escrow or subject to contractual restrictions on transfer.

DISTRIBUTION POLICY AND HISTORY

General

The REIT has adopted a distribution policy, as permitted under the Declaration of Trust, pursuant to which it makes *pro rata* monthly cash distributions to Unitholders and causes cash partnership distributions to be made to holders of Class B LP1 Units, Class B LP2 Units and GAR B Exchangeable Units. The Trustees have full discretion respecting the timing and amounts of distributions including the adoption, amendment or revocation of any distribution policy.

It is the REIT's current intention to make distributions to Unitholders at least equal to the amount of net income and net realized capital gains of the REIT as is necessary to ensure that the REIT will not be liable for ordinary income taxes on such income. Unitholders of record as at the close of business on the last business day of the month preceding a distribution date will have an entitlement on and after that day to receive distributions in respect of that month on such distribution date. Distributions may be adjusted for

amounts paid in prior periods if the actual AFFO for the prior periods is greater than or less than the estimates for the prior periods. Under the Declaration of Trust and pursuant to the distribution policy of the REIT, where the REIT's cash is not sufficient to make payment of the full amount of a distribution, such payment will, to the extent necessary, be distributed in the form of additional Units. See "*Distribution Policy and History – Distribution History*".

Distribution History

On December 16, 2019 the REIT announced a 1.1% increase of its monthly distribution to \$0.072 or \$0.864 on an annualized basis. This is the sixth annual increase in the REIT's distribution to Unitholders since the REIT listed its Units on the TSX in 2014.

The following table sets forth the distributions the REIT has declared on each of the Class A Units, Class I Units and Class U Units for the period of January 1, 2017 to December 31, 2019:

Class of Units	Date of Payment	Amount of Distribution
Class U Units ⁽¹⁾	January 16, 2017 – November 15, 2017	US\$0.06750
Class A Units ⁽¹⁾	January 16, 2017 – November 15, 2017	US\$0.0680265 (C\$ Equivalent)
Class I Units ⁽¹⁾	January 16, 2017 – November 15, 2017	US\$0.0712395
Units of Subsidiaries that are exchangeable into Class U Units ⁽¹⁾	January 16, 2017 – November 15, 2017	US\$0.06750
Class U Units	December 15, 2017 – December 17, 2018	US\$0.07000
Class A Units ⁽²⁾	December 15, 2017 – May 11, 2018	US\$0.070546 (C\$ Equivalent)
Class I Units ⁽²⁾	December 15, 2017 – May 11, 2018	US\$0.073878
Units of Subsidiaries that are exchangeable into Class U Units	December 15, 2017 – December 17, 2018	US\$0.07000
Class A Units ⁽²⁾	May 12, 2018 – December 17, 2018	US\$0.07000
Class I Units ⁽²⁾	May 12, 2018 – December 17, 2018	US\$0.07000
Class U Units ⁽³⁾	January 15, 2019 – December 16, 2019	US\$0.07125
Class A Units ⁽³⁾	January 15, 2019 – December 16, 2019	US\$0.07125
Class I Units ⁽³⁾	January 15, 2019 – December 16, 2019	US\$0.07125
Units of Subsidiaries that are exchangeable into Class U Units ⁽³⁾	January 15, 2019 – December 16, 2019	US\$0.07125

⁽¹⁾ On November 15, 2017, the REIT announced a 3.7% increase in its distribution per Unit beginning with the distribution on December 15, 2017.

⁽²⁾ On May 11, 2018, the REIT completed the Subdivision. As a consequence of the Subdivision, the proportionate entitlement of the Class A Units and Class I Units with respect to distributions from the REIT has been adjusted to 1.0 and all Class A Units, Class I Units and Class U Units have equal rights with respect to distributions from the REIT, redemptions of units and on the termination of the REIT.

⁽³⁾ On December 17, 2018 the REIT announced a 1.8% increase in its distribution per Unit beginning with the distribution on January 15, 2019.

Restrictions

There are no restrictions that could prevent the REIT from paying distributions other than those risks outlined in the “*Risk Factors*” section of this Annual Information Form.

CAPITAL STRUCTURE

Authorized Capital and Outstanding Securities

The Declaration of Trust authorizes the issuance of an unlimited number of four classes of units (each a “**Unit**”), namely the Class A Units, the Class I Units, the Class U Units and the Special Voting Units. Special Voting Units are only issued in tandem with the issuance of securities redeemable or exchangeable into Class U Units.

Class of Units	Issued and Outstanding at December 31, 2019
Slate Retail REIT Class A	246,104 (equivalent to 246,104 Class U Units)
Slate Retail REIT Class I	282,219 (equivalent to 282,219 Class U Units)
Slate Retail REIT Class U	40,463,065
Special Voting Units (attached to the GAR B Exchangeable units)	132,561

Issued and outstanding Units and Special Voting Units may be subdivided or consolidated from time to time by the Trustees without notice to or the approval of the Unitholders.

The Units are not “deposits” within the meaning of the *Canada Deposit Insurance Corporation Act* (Canada) and are not insured under the provisions of such act or any other legislation.

Units

Each Unit entitles the holder to the same rights and obligations as a Unitholder and no Unitholder is entitled to any privilege, priority or preference in relation to any other holder of Units. Each Unitholder is entitled to one vote per Unit or Special Voting Unit held and votes of Unitholders and Special Voting Unitholders are conducted with holders of Class A Units, Class I Units, Class U Units and Special Voting Units voting together as a class. On the redemption of Units, the REIT may in its sole discretion, designate payable to redeeming Unitholders, as part of the redemption price, any capital gains realized by, and income of, the REIT in the taxation year in which the redemption occurred. On termination or liquidation of the REIT, the Unitholders of record are entitled to receive all of the assets of the REIT remaining after payment of all debts, liabilities and liquidation expenses of the REIT.

Special Voting Units

Each Special Voting Unit shall have no economic entitlement nor beneficial interest in the REIT or in the distributions or assets of the REIT, but shall entitle the holder of record thereof to a number of votes at any meeting of the Unitholders equal to the number of Class U Units that may be obtained upon the exchange or redemption of the security to which such Special Voting Unit is attached. Special Voting Units may only be issued in connection with or in relation to certain securities redeemable or exchangeable into Units for the purpose of providing voting rights with respect to the REIT to the holders of such securities.

Special Voting Units shall not be transferable separately from the redeemable or exchangeable securities to which they are attached and will automatically be transferred upon the transfer of any such redeemable or exchangeable securities.

Upon the redemption, exchange or surrender of a redeemable or exchangeable security for a Unit, the Special Voting Unit attached to such security will automatically be redeemed and cancelled for no consideration without any further action of the Trustees, and the former holder of such Special Voting Unit will cease to have any rights with respect thereto.

Concurrently with the issuance of Special Voting Units attached to redeemable or exchangeable securities issued from time to time, the REIT shall enter into such agreements (including an exchange agreement and limited partnership agreement) as may be necessary or desirable to properly provide for the terms of the redeemable or exchangeable securities, including to provide for the voting of such Special Voting Units.

Conversion Rights

The Declaration of Trust grants holders of Class A Units and Class I Units the right to convert ("**Conversion Right**") all or any portion of their Class A Units and Class I Units, at any time (the "**Conversion Date**"), into Class U Units by giving written notice (the "**Conversion Notice**") to the REIT's transfer agent in accordance with the provisions of the Declaration of Trust. On the first business day following a Conversion Date, the REIT will issue the applicable number of Class U Units and the Class A Unitholder or Class I Unitholder will be entered on the books of the REIT as the holder of the Class U Units.

In the event that there is a change in the number of Class A Units, Class I Units or Class U Units outstanding as a result of a subdivision, distribution, consolidation or similar change (a "**Reorganization**"), the applicable number of Class U Units issuable on conversion of Class A Units or Class I Units will be adjusted to reflect such Reorganization. A holder of Class A Units who wishes to exercise its Conversion Right should contact their broker, dealer, bank, trust company or other nominee through which their Class A Units are held in order to request a conversion. A holder of Class I Units who wishes to exercise its Conversion Right is required to deliver to the REIT's transfer agent, at its principal office in Toronto, a Conversion Notice which shall state that the Class I Unitholder is requiring the REIT to convert all or a portion of their Class I Units. The form of Conversion Notice is attached as a schedule to the Declaration of Trust.

On the Conversion Date specified in the Conversion Notice the REIT will issue or cause to be issued the number of Class U Units deliverable upon receipt of all required documents and instruments of transfer as required pursuant to the Declaration of Trust. At any time prior to the Conversion Date, the Class A Unitholder or Class I Unitholder shall be entitled to withdraw its request to exercise the Conversion Rights upon written notice to the REIT.

Pursuant to the Declaration of Trust, the REIT covenants and agrees that all Class U Units issuable to Class A Unitholders or Class I Unitholders on the exercise of the Conversion Right will be duly authorized, issued and free and clear of all adverse claims.

The Declaration of Trust provides that in the event that the number of (i) Class A Units outstanding represents less than 10% of the number of Class A Units issued on the closing of the initial public offering of the REIT, or (ii) Class I Units outstanding represents less than 10% of the number of Class I Units issued on the closing of the initial public offering of the REIT, the Trustees may, in their sole and absolute discretion require all holders of Class A Units or Class I Units to convert their Class A Units or Class I Units into Class U Units.

DECLARATION OF TRUST

General

The REIT is an unincorporated open-ended trust created pursuant to a Declaration of Trust under, and governed by, the laws of the Province of Ontario. Although the REIT qualifies as a "mutual fund trust" as defined in the Tax Act, Slate Canada is not a "mutual fund" as defined by applicable securities legislation. The REIT has been established for an indefinite term. The following section and the description of the Board under "*Management of the REIT*" are summaries which do not purport to be complete with respect to the material attributes of the Units and certain provisions of the Declaration of Trust. Reference should be made

to the Declaration of Trust for the full text of its provisions and a complete description of the Units. A copy of the Declaration of Trust is available on SEDAR at www.sedar.com.

Investment Guidelines

The Declaration of Trust provides certain guidelines on investments that may be made directly or indirectly by the REIT. Accordingly, the assets of the REIT may be invested only in accordance with the following restrictions:

- (a) the REIT will invest primarily, directly or indirectly, in interests (including fee ownership and leasehold interests) in commercial real estate properties located in the United States and assets ancillary thereto necessary for the operation of such real estate and such other activities as are consistent with the other investment guidelines of the REIT;
- (b) notwithstanding anything else contained in the Declaration of Trust, the REIT shall not make or hold any investment, take any action or omit to take any action or permit a Subsidiary to make or hold any investment or take any action or omit to take any action that would result in: (i) the REIT not qualifying as a “mutual fund trust” (effective the date it was established and thereafter) or a “unit trust” both within the meaning of the Tax Act; (ii) the Units not qualifying as qualified investments for Registered Plans; (iii) the REIT or any of its Subsidiaries being liable to pay a tax imposed under either paragraph 122(1)(b) or subsection 197(2) of the Tax Act, unless the Trustees determine that it is in the best interests of the REIT; or (iv) the REIT being liable to pay a tax under Part XII.2 of the Tax Act;
- (c) the REIT may make its investments and conduct its activities, directly or indirectly, through an investment in one or more Persons on such terms as the Trustees may from time to time determine, including by way of joint ventures, partnerships (general or limited), and limited liability companies;
- (d) except for temporary investments held in cash, deposits with a Canadian chartered bank or trust company registered under the laws of a province or territory of Canada, deposits with a savings institution, trust company, credit union or similar financial institution that is organized or chartered under the laws of a state or of the United States, short-term government debt securities or money market instruments maturing prior to one year from the date of issue and except as permitted pursuant to these investment guidelines and operating policies of the REIT, the REIT and/or its Subsidiaries may not hold securities of a Person other than to the extent such securities would constitute an investment in real property and provided further that, notwithstanding anything contained in the Declaration of Trust to the contrary, but in all events subject to paragraph (b) above, the REIT and/or its Subsidiaries may hold securities of a Person: (i) acquired in connection with the carrying on, directly or indirectly, of the REIT's activities or the holding of its assets; or (ii) which focuses its activities primarily on the activities described in paragraph (a) above;
- (e) the REIT shall not invest in rights to or interests in mineral or other natural resources, including oil or gas, except as incidental to an investment in real property;
- (f) the REIT shall not invest more than 10% of the Gross Book Value of the REIT in securities of a publicly traded entity;
- (g) the REIT may invest in mortgages and mortgage bonds (including participating or convertible mortgages) and similar instruments where: the real property which is security therefor is real property which otherwise meets the other investment guidelines of the REIT; and the aggregate book value of the investments of the REIT in mortgages, after giving

effect to the proposed investment, will not exceed 15% of Gross Book Value of the REIT; and

- (h) the REIT may invest an amount (which, in the case of an amount invested to acquire real property, is the purchase price less the amount of any debt incurred or assumed in connection with such investment) up to 25% of Gross Book Value of the REIT in investments which do not comply with one or more of paragraphs (a), (d), and (g) above.

Operating Policies

The Declaration of Trust provides that the operations and affairs of the REIT are to be conducted in accordance with the following policies:

- (a) the REIT shall not purchase or sell currency or interest rate futures contracts otherwise than for hedging purposes where, for this purpose, the term “hedging” has the meaning given by National Instrument 81-102 – *Investment Funds* and, in all events, subject to paragraph (b) of “*Declaration of Trust – Investment Guidelines*” described above;
- (b) (i) any written instrument creating an obligation which is or includes the granting by the REIT of a mortgage; and (ii) to the extent the Trustees determine to be practicable and consistent with their fiduciary duties to act in the best interest of the Unitholders, any written instrument which is, in the judgment of the Trustees, a material obligation, shall contain a provision, or be subject to an acknowledgement to the effect, that the obligation being created is not personally binding upon, and that resort must not be had to, nor will recourse or satisfaction be sought from, by lawsuit or otherwise the private property of any of the Trustees, the Unitholders, annuitants or beneficiaries under a plan of which a Unitholder acts as a trustee or carrier, or officers, employees or agents of the REIT, but that only property of the REIT or a specific portion thereof is bound; the REIT, however, is not required, but must use all reasonable efforts, to comply with this requirement in respect of obligations assumed by the REIT upon the acquisition of real property;
- (c) title to each real property shall be held by and registered in the name of the REIT, the Trustees or a Person wholly-owned, directly or indirectly, by the REIT or jointly-owned, directly or indirectly, by the REIT, with joint venturers or by any other Persons in such manner as the Trustees consider appropriate, taking into account advice of legal counsel; provided that, where land tenure will not provide fee simple title, the REIT, the Trustees or a corporation or other entity wholly-owned, directly or indirectly, by the REIT or jointly owned, directly or indirectly, by the REIT or such Person as the Trustees consider appropriate shall hold a land lease as appropriate under the land tenure system in the relevant jurisdiction;
- (d) the REIT shall not incur or assume any Indebtedness (as defined below) if, after giving effect to the incurrence or assumption of such Indebtedness, the total Indebtedness of the REIT would be more than 65% of Gross Book Value;
- (e) the REIT shall not directly or indirectly guarantee any Indebtedness or liabilities of any Person unless such guarantee: (i) is given in connection with or incidental to an investment that is otherwise permitted by the REIT’s investment guidelines and operating policies; and (ii) (A) would not disqualify the REIT as a “mutual fund trust” within the meaning of the Tax Act, and (B) would not result in the REIT losing any status under the Tax Act that is otherwise beneficial to the REIT and the Unitholders;
- (f) the REIT shall directly or indirectly obtain and maintain at all times property insurance coverage in respect of potential liabilities of the REIT and the accidental loss of value of the assets of the REIT from risks, in amounts, with such insurers, and on such terms as

the Trustees consider appropriate, taking into account all relevant factors, including the practice of owners of comparable properties;

- (g) the REIT shall have obtained an appraisal of each real property that it intends to acquire and an engineering survey with respect to the physical condition thereof, in each case, by an independent and experienced consultant, unless the requirement for such an appraisal or engineering survey is waived by the Investment Committee; and
- (h) the REIT shall either (i) obtain a Phase I environmental site assessment; or (ii) be entitled to rely on a Phase I environmental site assessment dated no earlier than 12 months prior to receipt by the REIT, of each real property to be acquired by it and, if the Phase I environmental site assessment report recommends that a further environmental site assessment be conducted, the REIT shall have conducted such further environmental site assessments, in each case by an independent and experienced environmental consultant.

Any references in the sections “*Declaration of Trust – Investment Guidelines*” and “*Declaration of Trust – Operating Policies*” above to investment in real property will be deemed to include an investment in a joint venture or other arrangement that invests in real property.

“**Indebtedness**” means (without duplication) on a consolidated basis:

- (a) any obligation of such Person for borrowed money (including, for greater certainty, the full principal amount of convertible indebtedness, notwithstanding its presentation under IFRS);
- (b) any obligation of such Person for borrowed money incurred in connection with the acquisition of property, assets or businesses;
- (c) any obligation of such Person issued or assumed as the deferred purchase price of property;
- (d) any capital lease obligation of such Person; and
- (e) any obligations of the type referred to in clauses (a) through (d) of another Person, the payment of which such Person has guaranteed or for which such Person is responsible or liable,

provided that: (i) an obligation will constitute Indebtedness only to the extent that it would appear as a liability on the consolidated statement of financial position of the REIT in accordance with IFRS; (ii) obligations referred to in clauses (a) through (c) exclude accounts payable, distributions payable to Unitholders, accrued liabilities arising in the ordinary course of business which are not overdue or which are being contested in good faith, deferred revenues, intangible liabilities, deferred income taxes, tenant deposits and indebtedness with respect to the unpaid balance of installment receipts where such indebtedness has a term not in excess of 12 months; (iii) Units or exchangeable securities issued by Subsidiaries of the REIT shall not constitute Indebtedness notwithstanding the classification of such securities as debt under IFRS; and (iv) convertible debentures will constitute Indebtedness to the extent of the principal amount thereof outstanding.

Where any maximum or minimum percentage limitation is specified in any of the investment guidelines or operating policies, such investment guidelines or operating policies shall be applied on the basis of the relevant amounts calculated immediately after the making of such investment or the taking of such action. Any subsequent change relative to any percentage limitation which results from a subsequent change in the amount of Gross Book Value will not require the divestiture of any investment.

Amendments to Investment Guidelines and Operating Policies

Pursuant to the Declaration of Trust, the REIT's investment guidelines and operating policies set forth above may be amended only with the approval of not less than two-thirds of the votes cast at a meeting of Unitholders called for such purposes (or a written resolution signed by the Unitholders representing at least two-thirds of the outstanding Units). The remaining operating policies may be amended with the approval of a majority of the votes cast at a meeting of Unitholders called for such purposes (or a written resolution signed by Unitholders representing at least a majority of the outstanding Units).

Regulatory Conflict

Notwithstanding the foregoing paragraph, if at any time a government or regulatory authority having jurisdiction over the REIT or any property of the REIT shall enact any law, regulation or requirement which is in conflict with any investment guideline or operating policy of the REIT then in force, such investment guideline or operating policy in conflict shall, if the Trustees on the advice of legal counsel to the REIT so resolve, be deemed to have been amended to the extent necessary to resolve any such conflict and, notwithstanding anything to the contrary, any such resolution of the Trustees shall not require the prior approval of the Unitholders.

Meetings of Unitholders

The Declaration of Trust provides that meetings of Unitholders will be required to be called and held in various circumstances, including: (i) the appointment, election or removal of Trustees; (ii) the appointment or removal of the auditors of the REIT; (iii) the approval of amendments to the Declaration of Trust (except as described below under "*Declaration of Trust – Amendments to the Declaration of Trust*"); (iv) the sale or transfer of the assets of the REIT as an entirety or substantially as an entirety (other than as part of an internal reorganization of the assets of the REIT approved by the Trustees); (v) the termination of the REIT; and (vi) for the transaction of any other business as the Trustees may determine or as may be properly brought before the meeting. Meetings of Unitholders will be called and held annually for the election of Trustees and the appointment of the auditors of the REIT. All meetings of Unitholders must be held in Canada.

A meeting of Unitholders may be convened at any time and for any purpose by the Trustees and must be convened, except in certain circumstances, if requisitioned in writing by the holders of not less than 5% of the voting Units then outstanding. A requisition must state in reasonable detail the business proposed to be transacted at the meeting. The Unitholders have the right to obtain a list of Unitholders to the same extent and upon the same conditions as those which apply to shareholders of a corporation governed by the CBCA.

Any matter to be considered at a meeting of Unitholders, other than certain matters requiring the approval of Unitholders by special resolution, will require the approval of Unitholders by an ordinary resolution. A quorum for a meeting convened to consider such a matter will consist of two or more Unitholders or any class of Unitholders present in person or by proxy and representing not less than 25% of the Units or class of Units, as the case may be. If a quorum is not present at a meeting within 30 minutes after the time fixed for the meeting, the meeting, if convened pursuant to a request of Unitholders, will be cancelled, but otherwise will be adjourned to another day, not less than 10 days later, selected by the Board and notice will be given to the Unitholders of such adjourned meeting. The Unitholders present at any adjourned meeting will constitute a quorum.

Holders of Special Voting Units will have an equal right to be notified of, attend and participate in meetings of Unitholders. Pursuant to the Declaration of Trust, a resolution in writing executed by Unitholders holding a proportion of the outstanding Units equal to the proportion required to vote in favour thereof at a meeting of Unitholders to approve that resolution is valid as if it had been passed at a meeting of Unitholders.

Advance Notice Provision

The Declaration of Trust includes certain advance notice provisions (the “**Advance Notice Provision**”), which will: (i) facilitate orderly and efficient annual general meetings or, where the need arises, special meetings; (ii) ensure that all Unitholders receive adequate notice of the Trustee nominations and sufficient information with respect to all nominees; and (iii) allow Unitholders to register an informed vote.

Except as otherwise provided in the Declaration of Trust, only Persons who are nominated by Unitholders in accordance with the Advance Notice Provision shall be eligible for election as Trustees. Nominations of Persons for election to the Board may be made for any annual meeting of Unitholders, or for any special meeting of Unitholders if one of the purposes for which the special meeting was called was the election of Trustees: (i) by or at the direction of the Board, including pursuant to a notice of meeting, (ii) by the REIT pursuant to its nomination rights provided in the Declaration of Trust, (iii) by or at the direction or request of one or more Unitholders pursuant to a requisition of the Unitholders made in accordance with the Declaration of Trust, or (iv) by any Person (a “**Nominating REIT Unitholder**”): (A) who, at the close of business on the date of the giving of the notice provided for below and on the record date for notice of such meeting, is entered in the REIT’s register as a holder of one or more Units carrying the right to vote at such meeting or who beneficially owns Units that are entitled to be voted at such meeting; and (B) who complies with the notice procedures set forth in the Advance Notice Provision.

In addition to any other applicable requirements, for a nomination to be made by a Nominating REIT Unitholder, the Nominating REIT Unitholder must have given timely notice thereof in proper written form to the Trustees.

To be timely, a Nominating REIT Unitholder’s notice to the Trustees must be made: (i) in the case of an annual meeting of Unitholders, not less than 30 days’ prior to the date of the annual meeting of Unitholders; provided, however, that in the event that the annual meeting of Unitholders is to be held on a date that is less than 50 days after the date (the “**Notice Date**”) that is the earlier of the date that a notice of meeting is filed for such meeting or the date on which the first public announcement of the date of the annual meeting was made, notice by the Nominating REIT Unitholder may be made not later than the close of business on the 10th day following the Notice Date; (ii) in the case of a special meeting (which is not also an annual meeting) of Unitholders called for the purpose of electing Trustees (whether or not called for other purposes), not later than the close of business on the 15th day following the day that is the earlier of the date that a notice of meeting is filed for such meeting or the date on which the first public announcement of the date of the special meeting of Unitholders was made; and (iii) notwithstanding the foregoing, an adjournment or postponement of a meeting of Unitholders or the announcement thereof shall commence a new time period for the giving of a Nominating REIT Unitholder’s notice, in accordance with the requirements described above.

To be in proper written form, a Nominating REIT Unitholder’s notice to the Trustees must set forth: (i) as to each Person whom the Nominating REIT Unitholder proposes to nominate for election as a Trustee: (A) the name, age, business address and residential address of the Person, (B) the principal occupation or employment of the Person, (C) the class or series and number of Units or Special Voting Units which are controlled or which are owned beneficially or of record by the Person as of the record date for the meeting of Unitholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, and (D) any other information relating to the Person that would be required to be disclosed in a dissident’s proxy circular in connection with solicitations of proxies for election of Trustees pursuant to applicable Securities Laws (as defined in the Declaration of Trust); and (ii) as to the Nominating REIT Unitholder giving the notice, any proxy, contract, arrangement, understanding or relationship pursuant to which such Nominating REIT Unitholder has a right to vote any Units and any other information relating to such Nominating REIT Unitholder that would be required to be made in a dissident’s proxy circular in connection with solicitations of proxies for election of Trustees pursuant to applicable Securities Laws (as defined in the Declaration of Trust). The REIT may require any proposed nominee to furnish such other information as may reasonably be required by the REIT to determine the eligibility of such proposed nominee to serve as an Independent Trustee or that could be material to a reasonable Unitholder’s understanding of the independence, or lack thereof, of such proposed nominee. Notwithstanding the

foregoing, the REIT shall not request other information that: exceeds what is required in a dissident proxy circular; goes beyond what is necessary to determine trustee nominee qualifications, relevant experience, unitholding or voting interest in the REIT, or independence in the same manner as would be required for management nominees; or goes beyond what is required under law or regulation.

The chairperson of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.

Notwithstanding the foregoing, the Board may, in its sole discretion, waive any requirement in the Advance Notice Provision.

Redemption Right

A Unitholder holding Units wishing to redeem the whole or any part of his or her Units (a “**Redemption**”) may deliver a notice of such desire (the “**Redemption Notice**”) to the REIT at any time. Upon receipt by the REIT of the Redemption Notice, the Unitholder shall thereafter cease to have any rights with respect to the Units tendered for redemption (other than to receive the redemption payment therefor) including the right to receive any distributions thereon that are declared payable to the Unitholders of record on a date that is subsequent to the date of receipt by the REIT of the Redemption Notice. Units shall be considered to be tendered for redemption on the date that the REIT has, to the satisfaction of the Board, received the Redemption Notice and further documents or evidence the REIT may reasonably require with respect to the identity, capacity or authority of the Person giving such notice.

Subject to applicable laws and the conditions listed below, the REIT will redeem the Units specified in such Redemption Notice. The price per Unit payable upon redemption will differ for each class of Units and will be based on the proportionate interest that such Unit is of the total redemption value of the Units (the “**Redemption Value**”), calculated as follows:

- (a) where the Class U Units are listed on a stock exchange or similar market, an amount equal to the lesser of (i) 95% of the Market Price (as defined in the Declaration of Trust) of the Class U Units during the 10-trading day period after the redemption date, and (ii) 100% of the Closing Market Price (as defined in the Declaration of Trust) of the Class U Units on the redemption date; or
- (b) where the Class U Units are not listed on a stock exchange or similar market, the Redemption Value will be the fair market value of the Units, which will be determined by the Trustees in their sole discretion.

The redemption price per Unit multiplied by the number of Units tendered for Redemption (computed separately in respect of each class of Units of which Units are being redeemed) will be paid to a Unitholder by way of a cash payment no later than the last day of the calendar month following the calendar quarter in which the Units were tendered for redemption, provided that:

- (a) the total amount payable by the REIT by cash payment in respect of the redemption of Units for that calendar quarter will not exceed \$100,000; and
- (b) in the event that the Units are listed on a stock exchange or similar market, the normal trading of the Units is not suspended or halted on the redemption date or for more than five trading days during the 10-day trading period commencing immediately after the redemption date.

If any of the conditions in paragraphs (a) and (b) above preclude the payment of the redemption price in cash (and the Board does not, in its sole discretion, waive such limitation in respect of all Units tendered

for redemption in any particular calendar quarter), the redemption price shall be paid and satisfied by way of an *in specie* distribution of property of the REIT and/or unsecured subordinated notes of the REIT, as determined by the Trustees in their sole discretion. In the event of an *in specie* redemption of Units, certain property that may be distributed by the REIT to Unitholders may be illiquid and may not be a qualified investment for Registered Plans. The Tax Act imposes penalties for the acquisition or holding of non-qualified investments by such Registered Plans. Depending on the circumstances of a Unitholder, property distributed by the REIT on an *in specie* redemption of Units may be a “prohibited investment” (within the meaning of the Tax Act) for the purposes of a TFSA, RRSP, RRIF, RDSP or RESP. The Tax Act imposes penalties for the acquisition or holding of a prohibited investment by a TFSA, RRSP, RRIF, RDSP or RESP.

Unless a Unitholder elects to receive redemption proceeds in respect of the Units redeemed by such Unitholder in Canadian dollars, redemption proceeds payable on the redeemed Units will be made in U.S. dollars. Each holder of Class A Units is deemed to have elected to receive redemption proceeds in Canadian dollars unless such election is changed by the Unitholder upon notice to the participant in CDS through which a Unitholder holds his or her Units. If a Unitholder elects to receive redemption proceeds in respect of the Units redeemed by such Unitholder in Canadian dollars, the REIT will convert the U.S. dollar redemption proceeds payable on the redeemed Units in cash into Canadian dollars at the spot exchange rate available to the REIT in respect of such redemption proceeds and the Unitholder will receive redemption proceeds in Canadian dollars.

Units will be redeemed according to the order in which Redemption Notices are received.

Purchases of Units by the REIT

The REIT may from time to time purchase Units in accordance with applicable securities legislation and the rules prescribed under applicable stock exchange and regulatory policies. Any such purchase will constitute an “issuer bid” under Canadian provincial securities legislation and must be conducted in accordance with the applicable requirements thereof.

Take-Over Bids

The Declaration of Trust contains provisions to the effect that if a take-over bid or issuer bid is made for Units within the meaning of the *Securities Act* (Ontario) and not less than 90% of the Units (other than Units held at the date of the take-over bid by or on behalf of the offeror or associates or affiliates of the offeror) are taken up and paid for by the offeror, the offeror will be entitled to acquire the Units held by Unitholders who do not accept the offer either, at the election of each Unitholder, on the terms offered by the offeror or at the fair value of such Unitholder’s Units determined in accordance with the procedures set out in the Declaration of Trust.

The Declaration of Trust provides that in the event that a non-exempt take-over bid is made for Units, unless the take-over bid is structured to permit holders of Class A Units, Class I Units, Class B LP1 Units, Class B LP2 Units and GAR B Exchangeable Units (the “**Exchangeable Securities**”) to both exchange or redeem and tender conditional on take-up, then, from and after the first take-up of Units under the said take-over bid (provided that not less than 25% of the Units other than Units held at the date of the take-over bid by the offeror or associates or affiliates of the offeror are so taken up) the terms and conditions of the Exchangeable Securities will be amended such that the exchange or redemption ratio shall be varied to equal 110% of the conversion, redemption or exchange ratio then in effect (such that on conversion, redemption, exercise or exchange the holder shall receive 1.1 Class U Units for each Class U Unit that the holder would otherwise have received). Notwithstanding any adjustment on completion of an exclusionary offer as described above, the distribution rights attaching to the Exchangeable Securities will not be adjusted until the conversion, redemption or exchange right is actually exercised.

The Declaration of Trust provides that a holder of Class A Units or Class I Units may not transfer their Class A Units or Class I Units to a third party unless either of the following apply: (i) assuming all Class A Units and Class I Units were converted into Class U Units and the holder was transferring Class U Units, the

transfer would not require the Person acquiring such securities to make an offer to the registered holders of Class U Units to acquire Class U Units on the same terms and conditions under applicable securities laws; or (ii) the Person acquiring such Class A Units and Class I Units submits an identical and contemporaneous offer for Class U Units to the registered holders thereof (having regard to timing, price, proportion of securities sought to be acquired and any other conditions thereto), and acquires such Class A Units and Class I Units along with a proportionate number of Class U Units actually tendered to such identical offer.

Issuance of Units

The REIT may issue new Units from time to time (subject to approval by the TSX), in such manner, for such consideration and to such Person or Persons as the Trustees shall determine. The Unitholders will not have any pre-emptive rights whereby additional Units proposed to be issued would be first offered to existing Unitholders. If the Trustees determine that the REIT does not have cash in an amount sufficient to make payment of the full amount of any distribution, the payment may include the issuance of additional Units having a value equal to the difference between the amount of such distribution and the amount of cash which has been determined by the Trustees to be available for the payment of such distribution.

The REIT may also issue new Units (i) as consideration for the acquisition of new properties or assets by it, at a price or for the consideration determined by the Trustees, or (ii) pursuant to any incentive or option plan established by the REIT from time to time.

The Declaration of Trust also provides that immediately after any *pro rata* distribution of Units to all Unitholders in satisfaction of any non-cash distribution, the number of outstanding Units will be consolidated so that each Unitholder will hold, after the consolidation, the same number of Units as the Unitholder held before the non-cash distribution. In this case, each certificate representing a number of Units prior to the non-cash distribution is deemed to represent the same number of Units after the non-cash distribution and the consolidation. Non-Resident Unitholders may be subject to withholding tax and if so then the consolidation will not result in such Non-Resident Unitholders holding the same number of Units. Such Non-Resident Unitholders will be required to surrender the certificates (if any) representing their original Units in exchange for a certificate representing post-consolidation Units.

Non-Certificated Inventory System

Other than pursuant to certain exceptions, registration of interests in and transfers of Units held through CDS, or its nominee, will be made electronically through the non-certificated inventory system of CDS. Units held in CDS must be purchased, transferred and surrendered for redemption through a CDS participant, which includes securities brokers and dealers, banks and trust companies. All rights of Unitholders who hold Units in CDS must be exercised through, and all payments or other property to which such Unitholders are entitled will be made or delivered by CDS, or the CDS participant through which the Unitholder holds such Units. A Unitholder participating in the non-certificated inventory system will not be entitled to a certificate or other instrument from the REIT or the REIT's transfer agent evidencing that Person's interest in or ownership of Units, nor, to the extent applicable, will such Unitholder be shown on the records maintained by CDS, except through an agent who is a CDS participant.

The ability of a beneficial Unitholder to pledge such Units or otherwise take action with respect to such Unitholder's interest in such Units (other than through a CDS participant) may be limited due to the lack of a physical certificate.

Limitation on Non-Resident Ownership

Non-Residents will not be permitted to be the beneficial owners of more than 49% of the Units and the Board will inform the transfer agent and registrar of this restriction. The Trustees will also have various powers that can be used for the purpose of monitoring and controlling the extent of Non-Resident ownership of Units, as set out in the Declaration of Trust.

Notwithstanding the foregoing, the Trustees have the ability to remove the above limitation on Non-Resident ownership without Unitholder approval provided that such action would not adversely impact the status of the REIT as a “mutual fund trust”, “unit trust” or “real estate investment trust” for purposes of the Tax Act and is determined to be in the best interests of the REIT.

Information and Reports

The REIT will make available to Unitholders such financial statements (including quarterly and annual financial statements) and other reports as are from time to time required by applicable law. Prior to each meeting of Unitholders, the Trustees will make available to Unitholders (along with notice of such meeting) information as required by applicable tax and securities laws.

Amendments to the Declaration of Trust

The Declaration of Trust may be amended or altered from time to time. Certain amendments require approval by at least two-thirds of the votes cast at a meeting of Unitholders called for such purpose. Other amendments to the Declaration of Trust require approval by a majority of the votes cast at a meeting of Unitholders called for such purpose.

Except as described below, the following amendments, among others, require the approval of two-thirds of the votes cast by all Unitholders at a meeting:

- (a) an exchange or reclassification of all or part of the Units;
- (b) the addition, change or removal of the rights, privileges, restrictions or conditions attached to the Units;
- (c) the sale or transfer of the assets of the REIT as an entirety or substantially as an entirety (other than as part of an internal reorganization of the assets of the REIT approved by the Trustees and not prejudicial to Unitholders);
- (d) the termination of the REIT (other than as part of an internal reorganization of the assets of the REIT approved by the Trustees and not prejudicial to Unitholders);
- (e) the combination, amalgamation or arrangement of any of the REIT or its Subsidiaries with any other entity (other than as part of an internal reorganization of the assets of the REIT approved by the Trustees and not prejudicial to Unitholders); and
- (f) except as described herein, the amendment of the investment guidelines and operating policies of the REIT. See “*Declaration of Trust – Amendments to Investment Guidelines and Operating Policies*”.

Notwithstanding the foregoing, the Trustees may, without the approval of or notice to the Unitholders, make certain amendments to the Declaration of Trust, including amendments:

- (a) to remove any conflicts or other inconsistencies which may exist between any terms of the Declaration of Trust and any provisions of any law or regulation applicable to or affecting the REIT;
- (b) providing, in the opinion of the Board, additional protection for the Unitholders or to obtain, preserve or clarify the provision of desirable tax treatment to Unitholders;
- (c) making amendments which, in the opinion of the Board, are necessary or desirable in the interests of the Unitholders as a result of changes in taxation laws or accounting rules or in their interpretation or administration;

- (d) make any change or correction in the Declaration of Trust which is of a typographical nature or is required to cure or correct any ambiguity or defective or inconsistent provision, clerical omission, mistake or manifest error contained therein;
- (e) bring the Declaration of Trust into conformity with applicable laws, including the rules and policies of Canadian securities regulators or with current practice within the securities or investment fund industries provided that any such amendment does not adversely affect the rights, privileges or interests of Unitholders;
- (f) maintain, or permit Slate Canada to take such steps as may be desirable or necessary to maintain, the status of the REIT as a "mutual fund trust", a "unit trust" or a "real estate investment trust" for the purposes of the Tax Act or to respond to amendments to the Tax Act or to the interpretation thereof;
- (g) subject to (f), remove the limitation on Non-Resident ownership;
- (h) provide added protection to Unitholders; or
- (i) making amendments as are required to undertake an internal reorganization involving the sale, lease, exchange or other transfer of the REIT as a result of which the REIT has substantially the same interest, whether direct or indirect, in all of the property and assets of the REIT held pursuant to the Declaration of Trust that it had prior to the reorganization and, for greater certainty, includes an amalgamation, arrangement or merger of the REIT and its affiliates with any entities provided that in the opinion of the Trustees, based on the advice of counsel, the rights of Unitholders are not materially prejudiced thereby.

Rights of REIT Unitholders

The rights of Unitholders and the attributes of the Units are established and governed by the Declaration of Trust. Although the Declaration of Trust confers upon a Unitholder many of the same protections, rights and remedies as an investor would have as a shareholder of a corporation governed by the CBCA, significant differences exist, some of which are described below.

Many of the provisions of the CBCA respecting the governance and management of a corporation are incorporated in the Declaration of Trust. For example, Unitholders are entitled to exercise voting rights in respect of their holdings of Units in a manner comparable to shareholders of a CBCA corporation and to elect Trustees and the auditors of the REIT. The Declaration of Trust also includes provisions modeled after comparable provisions of the CBCA dealing with the calling and holding of meetings of voting Unitholders and Trustees, the procedures at such meetings and the right of the voting Unitholders to participate in the decision-making process where certain fundamental actions are proposed to be undertaken. The matters in respect of which approval by the voting Unitholders is required under the Declaration of Trust are generally less extensive than the rights conferred on the shareholders of a CBCA corporation, but effectively extend to certain fundamental actions that may be undertaken by the Subsidiaries of the REIT. These approval rights are supplemented by provisions of applicable securities laws that are generally applicable to issuers (whether corporations, trusts or other entities) that are "reporting issuers" or the equivalent or are listed on the TSX.

Unitholders do not have recourse to a dissent right under which shareholders of a CBCA corporation are entitled to receive the fair value of their shares where certain fundamental changes affecting the corporation are undertaken (such as an amalgamation, a continuance under the laws of another jurisdiction, the sale of all or substantially all of its property, a going private transaction or the addition, change or removal of provisions restricting: (a) the business or businesses that the corporation can carry on; or (b) the issue, transfer or ownership of shares). Unitholders similarly do not have recourse to the statutory oppression remedy that is available to shareholders of a CBCA corporation where the corporation undertakes actions that are oppressive, unfairly prejudicial or which disregard the interests of security holders and certain other

parties. Shareholders of a CBCA corporation may also apply to a court for the appointment of an inspector to investigate the manner in which the business of the corporation and its affiliates is being carried on where there is reason to believe that fraudulent, dishonest or oppressive conduct has occurred. The Declaration of Trust does not include a comparable right. The CBCA also permits shareholders to bring or intervene in derivative actions in the name of a corporation or any of its Subsidiaries, with the leave of a court. The Declaration of Trust does not include a comparable right.

MANAGEMENT OF THE REIT

Services

Pursuant to the Management Agreement, Slate Canada provides the REIT and its Subsidiaries with the strategic, advisory, asset management, administrative, property management, leasing, construction management and administrative services (the “**Asset Management Services**”) necessary to manage the day-to-day operations of the REIT and its properties. Slate Canada also provides in-house legal services to the REIT. Slate Canada believes the provision of in-house legal services benefits the REIT through, among other things, improved internal controls and consistency in processes and documentation, lower external legal costs, enhanced responsiveness and more efficient transaction execution. In providing the Asset Management Services, Slate Canada exercises the degree of care, diligence, judgment and skill that would be exercised by a professional, prudent and competent Person who is experienced in providing services substantially similar to the Asset Management Services.

During the term of the Management Agreement, Slate Canada has the right to nominate two Trustees for election to the Board.

The personnel engaged by Slate Canada are not employees of the REIT. Slate Canada provides such administrative, executive and management personnel as may be reasonably necessary to perform its obligations by using its own employees (and being responsible for all employment matters with respect to such employees). Without limiting the generality of the foregoing, Slate Canada provides the services of each of David Dunn, as Chief Executive Officer, and Andrew Agatep, as Chief Financial Officer, to the REIT. In the event that any employee of Slate Canada ceases to provide services to the REIT as a result of death, disability, resignation or termination, Slate Canada will replace such individual with another employee with similar qualifications and experience, provided that in the case of David Dunn or Andrew Agatep, the replacement will be made only after consultation with the Independent Trustees.

Management Fees

Slate Canada is entitled to the following fees for its Asset Management Services:

- (a) an annual asset management fee (the “**Asset Management Fee**”) calculated and payable on a quarterly basis, equal to 0.40% of Gross Book Value of the REIT;
- (b) an acquisition fee (the “**Acquisition Fee**”) equal to 0.75% of the gross purchase price paid for each new property (or interest in a property), including the price, due diligence costs, closing costs, legal fees and additional capital costs, payable on completion of the purchase of each property (or interest in a property); provided that no acquisition fee will be payable with respect to acquisitions from Slate Canada or entities managed by Slate Canada; and
- (c) an annual incentive fee (the “**Incentive Fee**” and, together with the Asset Management Fee and the Acquisition Fee, the “**Management Fees**”), calculated in arrears, in an aggregate amount equal to 15% of the REIT’s funds from operation per Class U Unit (calculated assuming the conversion of all Class A Units and Class I Units into Class U Units at their respective conversion ratios and the redemption of all outstanding Class B LP1 Units, Class B LP2 Units and GAR B Exchangeable Units for Class U Units) as derived from the annual financial statements of the REIT in excess of U.S.\$1.32, subject to ordinary

course adjustments for certain transactions affecting the Class U Units and increasing annually by 50% of the increase in the United States consumer price index.

Slate Canada does not charge any disposition fees, property management fees, leasing fees, or construction management fees.

SLAM and Slate Canada, each in their capacity as manager of the REIT from January 1, 2019 to September 25, 2019 and September 25, 2019 to December 31, 2019, respectively, were collectively paid Asset Management Fees of approximately \$5.5 million, as applicable for the period from January 1, 2019 to December 31, 2019. No Acquisition Fees were paid to SLAM or to Slate Canada during 2019.

Expenses

The REIT is to reimburse Slate Canada for all out-of-pocket costs and expenses incurred by Slate Canada in connection with carrying out its duties and obligations under the Management Agreement or such other services which the REIT and Slate Canada agree in writing are to be provided from time to time by Slate Canada. Slate Canada is also reimbursed by the REIT for all legal services provided to the REIT and its Subsidiaries by the legal department of Slate Canada in amounts budgeted by Slate Canada and presented to the Board for approval on an annual basis. Any legal services expenses that exceed or otherwise deviate from an approved legal services budget must be presented to the Board for approval. Slate Canada is, however, responsible for its own overhead costs and certain other costs and expenses, including its office rent and costs relating to its employees providing the Asset Management Services.

Term

The Management Agreement is for a term of five years ending April 15, 2019 (the “**Initial Term**”) and is renewable for further five-year terms (the “**Renewal Term**”), unless and until it is terminated in accordance with the provisions thereof. Subject only to the termination provisions, Slate Canada will automatically be rehired at the expiration of each term. The Management Agreement was renewed in accordance with the foregoing for a Renewal Term following the expiry of the Initial Term.

Termination

The REIT has the right to terminate the Management Agreement upon the occurrence of (i) an event of insolvency of Slate Canada, within the meaning of the Management Agreement, (ii) a material breach by Slate Canada under the Management Agreement, if such material breach is not cured within 30 days after receipt by Slate Canada of written notice from the REIT with respect thereto unless Slate Canada has commenced rectification of such material breach within such 30 day period and thereafter promptly, diligently and continuously proceeds with the rectification of such breach, or (iii) fraudulent misconduct of, or misappropriation of funds by, Slate Canada, or an act of gross negligence by Slate Canada (each, a “**Slate Event of Default**”).

The REIT also has the right to terminate the Management Agreement in the event that both of Blair Welch and Brady Welch are no longer associated with SLAM (“**Loss of Key Men**”), provided that the Independent Trustees reasonably determine that the Loss of Key Men is detrimental to Slate Canada’s performance of its obligations to the REIT. Slate Canada is required to provide the Independent Trustees with advance notice of any proposed Loss of Key Men as and when Slate Canada becomes aware of it. This provision shall no longer apply following the REIT achieving an equity market capitalization of \$750 million.

Should the REIT wish to terminate the Management Agreement upon a Loss of Key Men, the REIT will (i) provide Slate Canada with written notice of such termination, (ii) pay to Slate Canada, immediately upon the date of notification of termination, any unpaid amounts then owing to Slate Canada, and (iii) reimburse Slate Canada for all Termination Costs.

The REIT may also terminate the Management Agreement at the end of the Initial Term or a Renewal Term if a majority of the Independent Trustees determine that Slate Canada has not been meeting its obligations under the Management Agreement and such termination is approved by a special resolution of the Unitholders at a meeting of the Unitholders called and held for such purpose, provided that the REIT (i) provides Slate Canada with written notice of such termination, (ii) pays to Slate Canada, immediately upon the date of notification of termination, in addition to any unpaid amounts then owing to it, an amount equal to the aggregate of the amounts paid or payable to Slate Canada in respect of the Management Fees calculated for the 12 months preceding the date of notification of termination, and (iii) reimburses Slate Canada for all Termination Costs.

Further, upon the REIT achieving an equity market capitalization of \$750 million, if a majority of the Independent Trustees determine that it is in the best interests of the REIT to internalize the Asset Management Services, and such internalization is approved by a special resolution of Unitholders at a meeting of Unitholders called and held for such purpose, then the REIT may terminate the Management Agreement provided that the REIT (i) provides Slate Canada with written notice of such termination, (ii) pays to Slate Canada, immediately upon the date of notification of termination, in addition to any unpaid amounts then owing to Slate, an amount equal to the aggregate of the amounts paid or payable to Slate Canada in respect of the Management Fees calculated for the 12 months preceding the date of notification of termination, and (iii) reimburses Slate Canada for all Termination Costs.

Slate Canada will have the right to terminate the Management Agreement upon the occurrence of: an event of insolvency of the REIT, within the meaning of the Management Agreement, or a material breach by the REIT under the Management Agreement, if such material breach is not cured within 30 days after receipt by the REIT of written notice from Slate Canada with respect thereto unless the REIT has commenced rectification of such material breach within such 30 day period and thereafter promptly, diligently and continuously proceeds with the rectification of such breach, (each a **“REIT Event of Default”**).

Slate Canada will also have the right at any time, upon 90 days’ prior written notice, to terminate the Management Agreement for any reason.

If the Management Agreement is terminated by Slate Canada due to a REIT Event of Default or by the REIT for any reason other than a Slate Event of Default, Slate Canada shall be entitled to reimbursement for all costs associated with such a termination (**“Termination Costs”**). Termination Costs will include: (i) all costs and expenses incurred or required to be incurred by Slate Canada in terminating contracts of Slate Canada entered into in respect of the performance by Slate Canada of its obligations under the Management Agreement including without limitation, lease termination penalties and penalties/costs relating to the buyout or wind-up of any other commitment, and (ii) any and all severance or termination costs and payments (if any) incurred by Slate Canada or its affiliates in respect of employees of Slate Canada or its affiliates arising out of or resulting from the ensuing termination of redundant or surplus employees as a consequence of the termination of the Management Agreement. Notwithstanding the foregoing, in the event that Slate Canada has not been reimbursed by the REIT for employee severance costs on a termination of the Management Agreement and the REIT or an affiliate of the REIT employs any employee of Slate Canada within 12 months of the termination of the Management Agreement for any reason whatsoever, the REIT or such affiliate shall be responsible for any and all severance and termination costs and payments paid or payable by Slate Canada to such employee.

On the termination of the Management Agreement, for any reason other than due to a Slate Event of Default, and in accordance with applicable laws, the REIT shall use commercially reasonable best efforts to make an offer (but in any event, shall make such offer within six months following such termination) to purchase the Units (including securities at the time of termination convertible, exchangeable or redeemable into Units (and Special Voting Units, if applicable)) owned by Slate Canada and its affiliates at a price equal to the closing market price on such notification of termination date.

Change of Control Payment

Upon a change of control of the REIT, other than a change of control resulting from an acquisition of securities of the REIT by Slate Canada, and upon Slate Canada terminating the Management Agreement within 24 months following such change of control, the REIT shall (i) pay Slate Canada an amount equal to the aggregate of the amounts paid or payable to Slate Canada in respect of the Management Fees calculated for the 12 months preceding the date of notification of termination, and (ii) reimburse Slate Canada for all Termination Costs.

Non-Competition Restrictions

During the term of the Management Agreement, Slate Canada and its officers and directors are not to, directly or indirectly, individually or in partnership or jointly or in conjunction with any Person(s): (i) create or manage or act as promoter of another real estate investment trust focused on the ownership of retail properties in the United States (the “**Restricted Investments**”); (ii) invest in, purchase or finance the purchase of any assets which constitute Restricted Investments and meet the investment criteria of the REIT, unless such investment opportunity has first been offered to the REIT (on no less favourable terms) and the REIT has declined to purchase such assets; or (iii) solicit tenants, suppliers, employees, consultants, advisers, partners, trustees, directors, officers or agents away from the REIT or its properties, or otherwise interfere with relationships that the REIT has with such Persons.

The above restrictions will not apply to: (a) any interest up to \$10 million in an entity owning Restricted Investments that represents less than a 50% fully-diluted interest in such entity and affiliates of that entity; (b) any interest in the securities of a public entity owning Restricted Investments that represents less than a 10% fully-diluted interest in such entity; (c) any interest in the securities of a public entity owning Restricted Investments where it is the stated intention of Slate Canada to acquire a 100% interest in the entity provided that any Restricted Investments owned or subsequently acquired by such entity following the acquisition of the entity, are first offered to the REIT; (d) any controlling interest in any entity or a portfolio of assets, in each case that owns or contains Restricted Investments that comprise less than 30% of the asset value of such entity or portfolio; (e) any activity related to (i) any Restricted Investment that is first offered to the REIT in accordance with the restrictions above, or (ii) any of the other exceptions in this section; and (f) any other exception approved by the Board from time to time (provided that the Independent Trustees shall be required to act reasonably and expeditiously in responding to any request for an exception).

Non-Solicitation

Upon termination of the Management Agreement, the REIT will not solicit employees of Slate Canada for a period of 18 months, provided that the REIT will be entitled to solicit any employee of Slate Canada for whom the REIT is responsible to reimburse Slate Canada for severance or termination costs pursuant to the Management Agreement, other than the Chief Executive Officer and Chief Financial Officer of the REIT or any other employee of Slate Canada appointed as a senior officer of the REIT. Notwithstanding the foregoing, if Slate Canada terminates the Management Agreement as a result of a REIT Event of Default, the REIT shall not be entitled to solicit any employee of Slate Canada for a period of 18 months.

License of the Slate Name

The Slate name is licensed to the REIT by SLAM under a non-exclusive, royalty-free license agreement. By using the “Slate” brand, the REIT has the benefit of the goodwill and recognition associated with the “Slate” name in the real estate sector. The REIT is entitled to terminate the license agreement at any time without charge. Slate Canada may terminate the license at any time on 30 days’ written notice following the date on which (i) the REIT is provided written notice of its failure to comply with the license agreement, provided that the REIT has the right to cure any such failure not later than 10 days after receiving notice of such failure, or (ii) the Management Agreement is terminated.

TRUSTEES AND EXECUTIVE OFFICERS OF THE REIT

Board of Trustees

The Declaration of Trust provides that, subject to certain conditions, the Trustees have absolute and exclusive power, control and authority over the REIT's assets and operations, as if the Trustees were the sole and absolute legal and beneficial owners of the REIT's assets. The governance practices, investment guidelines and operating policies of the REIT are overseen by the Board.

The Declaration of Trust provides for a Board of between one and nine Trustees. The number of Trustees is currently set at seven. The number of Trustees may be changed by the Unitholders or by the Trustees, provided that the Trustees may not, between meetings of Unitholders, appoint an additional Trustee if, after such appointment, the total number of Trustees would be greater than one and one-third times the number of Trustees in office immediately following the last annual meeting of Unitholders. Subject to certain conditions, a vacancy occurring among the Trustees may be filled by resolution of the remaining Trustees as long as they constitute a quorum or by voting Unitholders at a meeting of the Unitholders.

The Trustees are elected by resolution passed by a majority of the votes cast at a meeting of the Unitholders. Trustees elected at an annual meeting are elected for terms expiring at the next annual meeting and are eligible for re-election. A Trustee elected to fill a vacancy is elected for the remaining term of the Trustee he or she is succeeding. Trustees may be removed with or without cause by a majority of the votes cast at a meeting of voting Unitholders or with cause by two thirds of the remaining Trustees.

The standard of care and duties of the Trustees provided in the Declaration of Trust are similar to those imposed on directors of a corporation governed by the CBCA. Accordingly, each Trustee is required to exercise the powers and discharge the duties of his or her office honestly, in good faith and in the best interests of the REIT and, in connection therewith, to exercise the degree of care, diligence and skill that a reasonably prudent Person would exercise in comparable circumstances. The Declaration of Trust provides that each Trustee will be entitled to indemnification from the REIT in respect of the exercise of the Trustee's powers and the discharge of the Trustee's duties, provided that the Trustee acted honestly and in good faith with a view to the best interests of the REIT or, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, where the Trustee had reasonable grounds for believing that his or her conduct was lawful.

The Board is an experienced group of individuals from the real estate, retail and financial communities. The Trustees have full access to legal and financial advisors for advice.

As of December 31, 2019, the REIT's Trustees and Executive Officers collectively owned, or exerted direction or control over units as follows:

Class U Units	Deferred Units	Class I Units	Class A Units	Class B LP1 Units	Class B LP2 Units	GAR B Exchangeable Units	Total	Percentage of Issued and Outstanding Units
322,891	116,145	-	4,000	-	43,330	8,552	494,919	1.18%

Trustee Information

The following table sets forth the name, province and country of residence, position held with the REIT and principal occupation for the each of the Trustees:

Name, Province and Country of Residence	Position(s)/Title	Trustee Since	Principal Occupation
THOMAS FARLEY ⁽¹⁾ Palm Desert, California, U.S.A	Independent Trustee (Chair)	June 2, 2014	Corporate Director
COLUM BASTABLE ⁽²⁾ Toronto, Ontario, Canada	Independent Trustee	March 3, 2014	Corporate Director
SAMUEL ALTMAN ⁽³⁾ Montreal, Quebec, Canada	Independent Trustee	February 23, 2012	Corporate Director
PATRICK FLATLEY ⁽⁴⁾ Etobicoke, Ontario, Canada	Independent Trustee	February 23, 2012	Partner, Lincoln Land Services
ANDREA STEPHEN ⁽⁵⁾ Toronto, Ontario, Canada	Independent Trustee	May 24, 2017	Corporate Director
BLAIR WELCH ⁽⁶⁾ Chicago, Illinois, U.S.A.	Trustee	January 18, 2012	Founding Partner, SLAM
BRADY WELCH London, England	Trustee	February 23, 2012	Founding Partner, SLAM

⁽¹⁾ Chair of the Investment Committee and member of the Audit Committee and the Compensation, Governance and Nominating Committee

⁽²⁾ Chair of the Audit Committee and Member of the Compensation, Governance and Nominating Committee

⁽³⁾ Member of the Investment Committee, the Audit Committee and the Compensation, Governance and Nominating Committee

⁽⁴⁾ Member of the Investment Committee

⁽⁵⁾ Member of the Investment Committee, the Audit Committee and the Chair of the Compensation, Governance and Nominating Committee

⁽⁶⁾ Member of the Investment Committee

The term of office of each Trustee expires the date of the REIT's next annual general meeting of Unitholders.

Additional biographical information regarding the current Trustees of the REIT for the past five years is set out below.

Thomas Farley, Trustee and Chair of the Board. Mr. Farley is a corporate director with over 40 years of real estate industry experience. Most recently, Mr. Farley held the position of Chair of the Board of Brookfield Canada Office Properties, and, prior to that, the position of President and Global Chief Operating Officer of Brookfield Office Properties. Further, he served as Chair of the Board of Brookfield Johnson Controls Canada and Brookfield Johnson Controls Australia. Mr. Farley received a Bachelor of Arts from the University of Victoria, a CRF designation from the Real Estate Institute of Canada and is a member of the American Management Association.

Colum Bastable, Trustee. Mr. Bastable is the former Chair of Canadian operations for Cushman & Wakefield. Mr. Bastable joined Royal LePage in 1976 as Vice President of Finance, ultimately becoming Executive Vice President of all of Royal LePage's commercial operations. In 1993, Mr. Bastable became President and Chief Executive Officer of Royal LePage and a Managing Partner of Brascan (now Brookfield). In 2005, he became President and Chief Executive Officer of Cushman & Wakefield LePage Ltd. In 2019, Mr. Bastable joined the board of directors of Bridgemarq Real Estate Services ("**Bridgemarq**"), and was appointed as a member of Bridgemarq's Audit and Governance Committees. Mr. Bastable is a former member of the board of trustees of Brookfield Canada Office Properties Real Estate Investment Trust and was previously on the board of Toronto Hydro-Electric System. In 2007, he was appointed as Chair of McMaster University's Board of Governors. Mr. Bastable is a Chartered Accountant and has been honored as a Fellow of the Institute Chartered Accountants in Ireland and an honorary Doctorate of Laws from McMaster University.

Samuel Altman, Trustee. Mr. Altman is a corporate director. Mr. Altman retired from his former position as President of Joddes Limited, a Canadian investment company, on September 30, 2018. Through this role, he is familiar with the United States tax and securities regulatory environment, including cross border issues. Mr. Altman was formerly President and Chief Executive Officer of Pendopharm, a pharmaceutical contract manufacturer, and was an independent consultant to healthcare, and industrial marketing clients

on strategy, corporate development and mergers and acquisitions. Mr. Altman formerly led corporate strategy and investment for Scott's Hospitality and was originally a management consultant at McKinsey and Company where he where he advised industrial and retail marketing clients across North America, Mexico and Europe. Mr. Altman received a Master of Business Administration from Cornell University, a Juris Doctor degree from Queen's University, is a CFA charterholder and is a member of the Law Society of Ontario.

Patrick Flatley, Trustee. Mr. Flatley is a Partner of New York-based Lincoln Land Services where he represents the interests of Canadian commercial real estate owners and operators completing cross border transactions. Prior to his current position Mr. Flatley was Senior Vice President of Fidelity National Title Insurance Co. Mr. Flatley has completed a significant number of commercial title insurance policies in the United States for clients including Brookfield Properties, Cadillac Fairview, Canada Pension Plan Investment Board and Oxford Properties. In addition, Mr. Flatley is a Partner of KenAidan Realty, a Toronto-based real estate developer, and a founding partner of Great American Bagel Enterprise for which Mr. Flatley has sourced and secured retail locations for the company in various locations in the United States. Prior to his commercial real estate career, Mr. Flatley was a professional hockey player, whose NHL career spanned fourteen seasons, including four as Captain of the New York Islanders. Mr. Flatley attended the University of Wisconsin–Madison.

Andrea Stephen, Trustee. Ms. Stephen is a corporate director. She is currently a member of the board of trustees, and a member of the investment and governance committees and chair of the compensation committee of First Capital Realty Inc. and a member of the board of directors, a member of the executive committee and chair of the compensation committee of The Macerich Company. Ms. Stephen retired from her position as Executive Vice President, Investments at The Cadillac Fairview Corporation Limited ("**Cadillac Fairview**") in 2011. In this position, she was responsible for developing and executing investment strategy. She executed over \$9 billion of transactions, including Cadillac Fairview's first investments in the United Kingdom and Brazil. Ms. Stephen was previously a trustee of Boardwalk Real Estate Investment Trust, a director of Multiplan Empreendimentos Imobiliaros, a public real estate company listed on the Brazil stock exchange, and was also a member of the board of directors of the Pension Real Estate Association (PREA). She has served as Director, Real Estate with the Ontario Teachers' Pension Plan Board, where she initiated the United States real estate investment program and led the team that privatized Cadillac Fairview. Ms. Stephen was also previously a member of the Investor Advisory Committee of the National Association of Real Estate Investment Trusts (NAREIT) and a director of Canada's Walk of Fame. Ms. Stephen obtained an undergraduate degree in business from St. Francis Xavier University and is a Chartered Professional Accountant, Chartered Accountant.

Blair Welch, Trustee. Mr. Blair Welch co-founded SLAM in 2005. SLAM is a Toronto-based real estate asset management company with over \$6 billion of assets under management across Canada, the United States and Europe. Working alongside like-minded partners and investors, SLAM is building the next great Canadian asset manager with an unwavering commitment to generating value. With over 20 years of real estate industry experience in North America, Europe and Asia, Mr. Welch has worked in direct investment, investment banking, development and securitization. Mr. Welch has been fortunate to work with exceptional people at pioneering firms such as Fortress Investment Group; Bankers Trust; First National Financial Corporation and Brazos Advisors (now Lone Star). Mr. Welch holds a Bachelor of Commerce from the University of British Columbia.

Brady Welch, Trustee. Mr. Brady Welch, along with his brother Blair, is one of the co-founders of SLAM, a leading global real estate investment platform, which is a significant sponsor of all its private and publicly-traded investment vehicles, which are tailored to the unique goals and objectives of its institutional, ultra-high net worth and retail investors. He has over two decades of experience in the real estate industry in North America and Europe. Prior to co-founding SLAM in 2005, he held senior management positions with Fortress Investment Group, where he was responsible for asset management strategies, financing and origination for both direct real estate investments and real estate debt portfolios. Prior to Fortress, he managed Truscan's (former real estate arm of Canada Trust) investments in Class A office towers. Mr. Welch began his career in the mid-1990s with Brazos Advisors (now Lonestar) in the acquisition and work-

out of distressed commercial real estate loan pools. Mr. Welch received a Bachelor of Commerce degree from Mount Allison University.

Executive Officer Information

Biographical information regarding the current executive officers (the “**Executive Officers**”) of the REIT (each of whom is a resident in the Greater Toronto Area, Ontario) is set out below.

David Dunn, Chief Executive Officer. The REIT announced on February 13, 2020 that Mr. Dunn was appointed as Chief Executive Officer of the REIT, effective March 12, 2020. Mr. Dunn previously served as Chief Operating Officer of the REIT, overseeing the REIT’s real estate portfolio including asset management, property management and leasing, and has been instrumental in executing the REIT’s strategy since joining the REIT in 2015. Mr. Dunn previously worked as a broker and portfolio manager at a global real estate firm. He holds a Bachelor of Arts degree from the University of Western Ontario. Mr. Dunn succeeds Greg Stevenson, who served as Chief Executive Officer of the REIT from August 12, 2015.

Andrew Agatep, Chief Financial Officer. Mr. Agatep was appointed Chief Financial Officer of the REIT in December 2019. He joined Slate in 2015 and prior to his current position served as Vice President and Controller of the REIT. Mr. Agatep previously worked at BHP Billiton in Melbourne Australia and at PricewaterhouseCoopers LLP. He is a Chartered Professional Accountant and Chartered Accountant and holds a Bachelor of Business Administration from the Schulich School of Business at York University.

Ramsey Ali, Corporate Secretary and General Counsel, Slate Canada. Mr. Ali has been Secretary and General Counsel of the REIT since 2013. Prior to 2013, Mr. Ali was General Counsel of a leading Canadian infrastructure and real estate investment and development firm, where he managed the structuring, negotiation and arrangement of over C\$1.5 billion dollars in committed project financing and millions more in real estate construction and/or mortgage financing. Mr. Ali received a Bachelor of Commerce Degree from the University of Guelph, a Juris Doctor degree from the University of Toronto, Faculty of Law and is a member of the Law Society of Ontario and Canadian Bar Association.

Lisa Rowe, Senior Vice President, Finance and Taxation, Slate Canada. Ms. Rowe joined the REIT as Senior Vice President, Finance and Taxation in 2013. Ms. Rowe has primary responsibility for tax planning, reporting and structuring. Prior to 2013, Ms. Rowe was a Senior Tax Manager at Deloitte LLP. The focus of her professional practice was on real estate transactions, asset management and mergers and acquisitions of public and private companies. Ms. Rowe received a Bachelor of Business Administration from York University and is a Chartered Accountant and Chartered Professional Accountant.

Committees of the Board

The Board has three committees: an audit committee (the “**Audit Committee**”), a compensation, governance and nominating committee (the “**Compensation, Governance and Nominating Committee**”) and an investment committee (the “**Investment Committee**”).

Audit Committee

The Audit Committee is comprised of Colum Bastable (Chair), Samuel Altman, Andrea Stephen and Thomas Farley. All members of the Audit Committee have been determined by the REIT to be Independent Trustees and are “financially literate” and “independent” for purposes of audit committee membership within the meaning of National Instrument 52-110 — *Audit Committees*. Each of the Audit Committee members has an understanding of the accounting principles used to prepare the REIT’s financial statements, experience preparing, auditing, analyzing or evaluating comparable financial statements and experience as to the general application of relevant accounting principles, as well as an understanding of the internal controls and procedures necessary for financial reporting. For the education and experience of each member of the Audit Committee relevant to the performance of his or her duties as a member of the Audit Committee, see “*Trustees and Executive Officers of the REIT – Trustee Information*”.

The Audit Committee’s responsibilities include: (i) reviewing the REIT’s procedures for internal control with the REIT’s auditors and Chief Financial Officer, (ii) reviewing and approving the engagement of the auditors, (iii) reviewing annual and quarterly financial statements and all other material continuous disclosure documents, including the REIT’s annual information form and management’s discussion and analysis, (iv) assessing the REIT’s financial and accounting personnel, (v) assessing the REIT’s accounting policies, (vi) reviewing the REIT’s risk management procedures, and (vii) reviewing any significant transactions outside the REIT’s ordinary course of business and any pending litigation involving the REIT.

The Audit Committee has direct communication channels with the Chief Financial Officer of the REIT and the external auditors of the REIT to discuss and review such issues as the Audit Committee may deem appropriate.

The Board has adopted a written charter for the Audit Committee, which sets out the Audit Committee’s responsibility for: (i) reviewing the financial statements of the REIT and public disclosure documents containing financial information and reporting on such review to the Board, (ii) overseeing the work of and reviewing the independence of the external auditors (including the pre-approval of all non-audit services to be provided by the external auditors) and, (iii) reviewing, evaluating and approving the internal control procedures that are implemented and maintained by management. The text of the Audit Committee charter is attached as Appendix “A”.

Audit Fees, Audit Related Fees, Tax Fees and All Other Fees

The following table sets forth the fees billed or accrued for various services provided by Deloitte LLP and its affiliates to the REIT during the REIT’s last two fiscal years:

Fee	2019	2018
Audit fees ⁽¹⁾	\$370,283	\$328,018
Audit related fees	-	-
Tax fees ⁽²⁾	\$395,093	\$371,301
All other fees	-	-
Total fees	\$765,376	\$699,319

(1) Includes professional fees paid to the external auditor for the audit of the annual consolidated financial statements and the reviews of quarterly consolidated financial statements.

(2) Tax fees related to tax compliance/preparation are \$395,093 for the year-ended December 31, 2019 (December 31, 2018 - \$371,301).

Compensation, Governance and Nominating Committee

The Compensation, Governance and Nominating Committee is comprised of Andrea Stephen (Chair), Samuel Altman, Colum Bastable and Thomas Farley. All members of the Compensation, Governance and Nominating Committee have been determined by the REIT to be Independent Trustees. The Compensation, Governance and Nominating Committee is charged with reviewing, overseeing and evaluating the compensation, governance and nominating policies of the REIT. The Board has adopted a written charter for the Compensation, Governance and Nominating Committee setting out its responsibilities for: (i) assessing the effectiveness of the Board, each of its committees and individual Trustees, (ii) overseeing the recruitment and selection of candidates as Trustees, (iii) organizing an orientation and education program for new Trustees, (iv) considering and approving proposals by the Trustees to engage outside advisers on behalf of the Board as a whole or on behalf of the Independent Trustees, (v) reviewing and making recommendations to the Board concerning any change in the number of Trustees composing the Board, (vi) considering questions of management succession, (vii) administering any unit option or purchase plan of the REIT, and any other compensation incentive programs, (viii) assessing the performance of management of the REIT, (ix) reviewing and approving the compensation of executive management to the extent the senior officers are employed directly by the REIT, (x) reviewing and making recommendations to the Board concerning the level and nature of the compensation payable to Trustees, and (xi) overseeing the Management Agreement.

Investment Committee

The Investment Committee is comprised of Thomas Farley (Chair), Blair Welch, Samuel Altman, Andrea Stephen and Patrick Flatley. Thomas Farley, Samuel Altman, Andrea Stephen and Patrick Flatley of the Investment Committee have been determined by the REIT to be Independent Trustees. The Investment Committee meets on an “as needed” basis and has the authority to exercise all of the powers and discretions in the management and direction of the REIT’s activities delegated to it by the Board in accordance with its mandate and applicable law, including to:

- (1) approve or reject proposed acquisition or disposition transactions by the REIT in accordance with the REIT’s investment guidelines, in each case, of up to \$50 million (by way of debt or equity);
- (2) approve or reject proposed mortgages, financings, fundings and/or loans to partners and derivative transactions of up to \$100 million;
- (3) approve or reject proposed leasing transactions for (A) anchor tenants (greater than 50,000 square feet) that are (i) new and non-option deals; (ii) deals with over \$3.0 million in costs; or (iii) option deals in which the renewal rent is 10% less than the stipulated option rent; and (B) non-anchor tenants (greater than 15,000 square feet) that are (i) new and non-option deals; (ii) deals with over \$1.0 million in costs; or (iii) option deals in which the renewal rent is 10% less than the stipulated option rent;
- (4) approve or reject proposed development costs of greater than \$10.0 million; and
- (5) develop the REIT’s investment strategy for review and approval by the Board.

Although the Investment Committee has been delegated authority in respect of many aspects of the REIT’s business, in accordance with the mandate of the Board, all material investments and transactions outside the REIT’s ordinary course of business must be reviewed by, and are subject to the prior approval of, the Board.

CONFLICTS OF INTEREST

The Declaration of Trust contains “conflict of interest” provisions to protect Unitholders without creating undue limitations on the REIT. As the Trustees are from time-to-time engaged in a wide range of real estate and other activities, the Declaration of Trust contains provisions, similar to those contained in the CBCA, that require each Trustee to disclose to the REIT, at the first meeting of Trustees at which a proposed contract or transaction is considered, any interest in a material contract or transaction or proposed material contract or transaction with the REIT (including a contract or transaction involving the making or disposition of any investment in real property or a joint venture agreement) or the fact that such Person is a director or officer of or otherwise has a material interest in any Person who is a party to a material contract or transaction or proposed material contract or transaction with the REIT. If a material contract or transaction or proposed material contract or transaction is one that in the ordinary course would not require approval by the Trustees, a Trustee will be required to disclose in writing to the REIT, or request to have entered into the minutes of meetings of Trustees, the nature and extent of his or her interest forthwith after the Trustee becomes aware of the contract or transaction or proposed contract or transaction. In any case, a Trustee who has made disclosure to the foregoing effect will not be entitled to vote on any resolution to approve the contract or transaction unless the contract or transaction relates to his or her remuneration or an indemnity under the provisions of the Declaration of Trust or liability insurance. All decisions of the Board require the approval of a majority of the Trustees present in person or by phone at a meeting of the Board. See “*Risk Factors*”.

LEGAL PROCEEDINGS AND REGULATORY ACTIONS

The REIT and its Subsidiaries may be subject to certain claims and lawsuits from time to time in the course of carrying on business. Management is not aware of any material litigation or regulatory actions outstanding, threatened or pending by or against the REIT.

INTERESTS OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

There are no material interests, direct or indirect, of the Trustees or officers of the REIT, any Unitholder that beneficially owns more than 10% of the Units or any associate or affiliate of any of the foregoing Persons in any transaction within the last three years or any proposed transaction that has materially affected or would materially affect the REIT or any of its Subsidiaries, except for, the arrangements contained in the Management Agreement (see "*Management of the REIT*"), the strategic acquisition loans (see "*Strategic Acquisition Loans*"), the January 2017 Private Placement, and the May 2017 Private Placement (see "*General Development of the Business – Three Year History – Offerings*").

INTERESTS OF EXPERTS

The REIT's auditor is Deloitte LLP, Chartered Professional Accountants, in Toronto, Ontario. Deloitte LLP has advised the REIT that it is independent within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of Ontario.

MATERIAL CONTRACTS

Except for contracts entered into in the ordinary course of business, the only material contracts which the REIT has entered into since the beginning of the most recently completed financial year, or before the most recently completed financial year but still in effect, are as follows:

- (a) the Declaration of Trust, see "*Declaration of Trust*"; and
- (b) the Management Agreement, see "*Management of the REIT*".

Copies of the foregoing documents are available on SEDAR at www.sedar.com.

TRANSFER AGENT AND REGISTRAR

The transfer agent and registrar of the REIT is TSX Trust Company at its principal offices located in Toronto, Ontario.

ADDITIONAL INFORMATION

Additional information relating to the REIT can be found on SEDAR at www.sedar.com and on the REIT's website at www.slateretailreit.com. Additional information including trustees' and officers' remuneration and indebtedness, principal holders of the REIT's securities and securities authorized for issuance under equity compensation plans, if applicable, is contained in the REIT's information circular for its most recent annual meeting of security holders that involved the election of trustees. Additional financial information is provided in the REIT's financial statements and MD&A for its most recently completed financial year.

GLOSSARY

“Board” means the board of trustees of the REIT.

“CDS” means CDS Clearing and Depository Services Inc.

“Class A LP1 Units” means class A limited partnership units of Limited Partnership 1.

“Class A LP2 Units” means class A limited partnership units of Limited Partnership 2.

“Class A Units” means the units of beneficial interest in the REIT, designated as “Class A Units”.

“Class B LP1 Units” means class B limited partnership units of Limited Partnership 1, which are economically equivalent to Class U Units (subject to certain adjustments) and redeemable for cash or Class U Units, as determined by the General Partner in its sole discretion.

“Class B LP2 Units” means class B limited partnership units of Limited Partnership 2, which are economically equivalent to Class U Units (subject to certain adjustments) and redeemable for cash or Class U Units, as determined by the General Partner in its sole discretion.

“Class C LP2 Units” means class C limited partnership units of Limited Partnership 2.

“Class I Units” means the units of beneficial interest in the REIT, designated as “Class I Units”.

“Class U Units” means the units of beneficial interest in the REIT, designated as “Class U Units”, which are listed on the TSX.

“Code” means the U.S. Internal Revenue Code, as amended from time to time and including the regulations promulgated thereunder.

“CRA” means the Canada Revenue Agency.

“Declaration of Trust” means the third amended and restated declaration of trust of the REIT dated May 11, 2018, as amended on July 30, 2019, as it may be further amended or amended and restated from time to time.

“GAR B” means U.S. Grocery Anchored Retail (1B) Limited Partnership.

“GAR B Exchangeable Units” means the exchangeable limited partner units of GAR B which are economically equivalent to the Class U Units (subject to certain adjustments including any taxes incurred by GAR B) and redeemable for Class U Units or cash as determined by GAR B GP.

“GAR Holdings” means GAR U.S. Portfolio L.P.

“GLA” means gross leasable area measured in square feet.

“Grocery Anchor Tenant” means grocery-related tenants in the REIT’s properties who occupy GLA greater than or equal to 18,000 square feet.

“Gross Book Value” means, at any time, the greater of: (i) the value of the assets of the REIT and its consolidated Subsidiaries, as shown on its then most recent consolidated statement of financial position, less the amount of any receivable reflecting interest rate subsidiaries on any debt assumed by the REIT; and (ii) the historical cost of the assets of the REIT, where the historical cost of the REIT’s properties will be the portfolio value of the REIT’s properties identified in the Appraisal.

“Holding LP1” means Slate U.S. Opportunity (No. 1) Holding L.P.

“IFRS” means International Financial Reporting Standards.

“Independent Trustees” means a trustee of the REIT who is “independent” pursuant to National Policy 58-101 – *Disclosure of Corporate Governance Practices*.

“IRS” means Internal Revenue Service.

“Management Agreement” means the management agreement originally made as of April 20, 2012 between Slate U.S. Opportunity (No. 1) Realty Trust, Slate Properties Inc., Slate U.S. Opportunity (No. 1) Holding L.P. and Slate U.S. Opportunity (No. 1) Investment L.P., as amended and restated by an amended and restated management agreement made as of April 15, 2014 between the REIT, Slate U.S. Opportunity (No. 1) Holding L.P., Slate U.S. Opportunity (No. 2) Holding L.P., Slate U.S. Opportunity (No. 4) Holding L.P., GAR U.S. Portfolio L.P. and Slate Properties Inc., as assigned by Slate Properties Inc. to SLAM on November 1, 2014, and as amended as of June 1, 2015 to include Slate U.S. Opportunity (No. 3) Holding L.P., as assigned by SLAM to Slate Canada on September 25, 2019.

“Non-Resident” means a Person that is not, nor is deemed to be, at the relevant time a resident of Canada for purposes of the Tax Act.

“Non-Resident Unitholders” means a Person who is not a Resident and a partnership that is not a Canadian partnership within the meaning of the Tax Act.

“Partnerships” means the partnerships that are Subsidiaries of the REIT, including Investment LP1, Limited Partnership 1, Limited Partnership 2, GAR B, and GAR Holdings.

“Person” means and includes individuals, corporations, partnerships, general partnerships, joint stock companies, limited liability corporations, joint ventures, associations, companies, trusts, banks, trust companies, pension funds, business trusts or other organizations, whether or not legal entities, and government and agencies and political subdivisions thereof.

“Registered Plans” means trusts governed by registered retirement savings plans (“RRSPs”), registered retirement income funds (“RRIFs”), deferred profit sharing plans, registered education savings plans (“RESPs”), registered disability savings plans (“RDSPs”) and tax-free savings accounts (“TFSA”).

“Resident” means a Person who is, or is deemed to be, resident in Canada for purposes of the Tax Act.

“SEDAR” is the official website that provides access to most public securities documents and information filed by public companies and investment funds with the thirteen provincial and territorial securities regulatory authorities. It can be accessed at www.sedar.com.

“Special Voting Unit” means a special voting unit of the REIT.

“Subsidiary” includes, with respect to any Person, company, partnership, limited partnership, trust or other entity, any company, partnership, limited partnership, trust or other entity controlled, directly or indirectly, by such Person, company, partnership, limited partnership, trust or other entity.

“Tax Act” means the *Income Tax Act* (Canada), R.S.C. 1985, c. 1 (5th Supp), as amended, including the regulations promulgated thereunder.

“Trustees” means the trustees of the REIT.

“TSX” means the Toronto Stock Exchange.

“Unitholders” means the holders of Units, and any reference to a Unitholder in the context of such Unitholder’s right to vote at a meeting of Unitholders also includes a holder of Special Voting Units.

“Units” means the units of beneficial interest in the REIT, designated as “Class A Units”, “Class I Units”, “Class U Units” and “Special Voting Units”.

“U.S.-Canada Tax Treaty” means Canada–United States Tax Convention (1980), as amended.

APPENDIX A – AUDIT COMMITTEE CHARTER (the “Charter”)

1. Purpose

The audit committee of the REIT (the “Committee”) is a committee of the board of trustees of the REIT (the “Board”). The members of the Committee and the chair of the Committee (the “Chair”) are appointed by the Board on an annual basis (or until their successors are duly appointed) for the purpose of overseeing the REIT’s financial controls and reporting and monitoring whether the REIT complies with financial covenants and legal and regulatory requirements governing financial disclosure matters and financial risk management.

2. Composition

- (a) The Committee should be comprised of a minimum of three trustees and a maximum of five trustees.
- (b) The Committee must be constituted as required under National Instrument 52-110 – *Audit Committees*, as it may be amended or replaced from time to time (“NI 52-110”).
- (c) A majority of the members of the Committee must be Residents (as such term is defined in the REIT’s declaration of trust).
- (d) All members of the Committee must (except to the extent permitted by NI 52-110) be independent (as defined by NI 52-110), and free from any relationship that, in the view of the Board, could be reasonably expected to interfere with the exercise of his or her independent judgment as a member of the Committee.
- (e) No members of the Committee will receive, other than for service on the Board or the Committee or other committees of the Board, any consulting, advisory or other compensatory fee from the REIT or any of its related parties or subsidiaries.
- (f) All members of the Committee must (except to the extent permitted by NI 52-110) be financially literate (which is defined as the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the REIT’s financial statements).
- (g) Any member of the Committee may be removed or replaced at any time by the Board and will cease to be a member of the Committee on ceasing to be a trustee. The Board may fill vacancies on the Committee by election from among the Board. If and whenever a vacancy will exist on the Committee, the remaining members may exercise all powers of the Committee so long as a quorum remains.

3. Limitations on Committee’s Duties

In contributing to the Committee’s discharge of its duties under this Charter, each member of the Committee will be obliged only to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Nothing in this Charter is intended or may be construed as imposing on any member of the Committee a standard of care or diligence that is in any way more onerous or extensive than the standard to which any member of the Board may be otherwise subject.

Members of the Committee are entitled to rely, absent actual knowledge to the contrary, on (i) the integrity of the persons and organizations from whom they receive information, (ii) the accuracy and completeness of the information provided, (iii) representations made by management of the REIT (“Management”) as to the non-audit services provided to the REIT by the external auditor, (iv) financial statements of the REIT represented to them by a member of Management or in a written report of the external auditors to present fairly the financial position of the REIT in accordance with applicable generally accepted accounting principles, and (v) any

report of a lawyer, accountant, engineer, appraiser or other person whose profession lends credibility to a statement made by any such person.

4. Meetings

The Committee should meet not less than four times annually. The Committee should meet within 45 days following the end of the first three financial quarters of the REIT and will meet within 90 days following the end of the fiscal year of the REIT. A quorum for the transaction of business at any meeting of the Committee will be a majority of the members of the Committee or such greater number as the Committee will by resolution determine. The Committee will keep minutes of each meeting of the Committee. A copy of the minutes will be provided to each member of the Committee.

Meetings of the Committee will be held from time to time and at such place as any member of the Committee will determine upon two days' prior notice to each of the other Committee members. The members of the Committee may waive the requirement for notice. In addition, each of the Chief Executive Officer, the Chief Financial Officer and the external auditor will be entitled to request that the Chair call a meeting.

The Committee may ask members of Management and employees of the REIT (including, for greater certainty, its affiliates and subsidiaries) or others (including the external auditor) to attend meetings and provide such information as the Committee requests. Members of the Committee will have full access to information of the REIT (including, for greater certainty, its affiliates, subsidiaries and their respective operations) and will be permitted to discuss such information and any other matters relating to the results of operations and financial position of the REIT with Management, employees, the external auditor and others as they consider appropriate.

The Committee or its Chair should meet at least once per year with Management and the external auditor in separate sessions to discuss any matters that the Committee or either of these groups desires to discuss privately. In addition, the Committee or its Chair should meet with Management quarterly in connection with the REIT's interim financial statements.

The Committee will determine any desired agenda items.

5. Committee Activities

As part of its function in assisting the Board in fulfilling its oversight responsibilities (and without limiting the generality of the Committee's role), the Committee will have the power and authority to:

A. Financial Disclosure

- (a) review, approve and recommend for Board approval the REIT's interim financial statements, including any certification, report, opinion or review rendered by the external auditor and the related management's discussion & analysis and press release;
- (b) review, approve and recommend for Board approval the REIT's annual financial statements, including any certification, report, opinion or review rendered by the external auditor, the annual information form and the related management's discussion & analysis and press release;
- (c) review and approve any other press releases that contain financial information and such other financial information of the REIT provided to the public or any governmental body as the Committee requires;
- (d) satisfy itself that adequate procedures have been put in place by Management for the review of the REIT's public disclosure of financial information extracted or derived from the REIT's financial statements and the related management's discussion & analysis;
- (e) review any litigation, claim or other contingency and any regulatory or accounting initiatives that could have a material effect upon the financial position or operating results of the REIT and the appropriateness of the disclosure thereof in the documents reviewed by the Committee;

- (f) receive periodically Management reports assessing the adequacy and effectiveness of the REIT's disclosure controls and procedures;

B. Internal Control

- (a) review Management's process to identify and manage the significant risks associated with the activities of the REIT;
- (b) review the effectiveness of the internal control systems for monitoring compliance with financial disclosure matters, financial risk management, laws and regulations;
- (c) have the authority to communicate directly with the internal auditor (if any);
- (d) receive periodical Management reports assessing the adequacy and effectiveness of the REIT's internal control systems;
- (e) assess the overall effectiveness of the internal control and risk management frameworks through discussions with Management, the internal auditor (if any) and the external auditors and assess whether recommendations made by the internal auditor (if any) or the external auditors have been implemented by Management;
- (f) on an annual basis, review compliance with the terms of the asset management agreement and consider and assess the possible internalization of management of the REIT.

C. Relationship with the External Auditor

- (a) recommend to the Board the selection of the external auditor and the fees and other compensation to be paid to the external auditor;
- (b) have the authority to communicate directly with the external auditor and the Chief Financial Officer of the REIT and arrange for the external auditor to be available to the Committee and the Board as needed;
- (c) advise the external auditor that it is required to report to the Committee and not to Management;
- (d) monitor the relationship between Management and the external auditor, including reviewing any Management letters or other reports of the external auditor, discussing any material differences of opinion between Management and the external auditor and resolving disagreements between the external auditor and Management;
- (e) if considered appropriate, establish separate systems of reporting to the Committee by each of Management and the external auditor;
- (f) review and discuss on an annual basis with the external auditor all significant relationships they have with the REIT, Management, the external asset manager or employees that might interfere with the independence of the external auditor;
- (g) pre-approve all non-audit services (or delegate such pre-approval, as the Committee may determine and as permitted by applicable securities laws) to be provided by the external auditor;
- (h) review the performance of the external auditor and recommend any discharge of the external auditor when the Committee determines that circumstances warrant;
- (i) periodically consult with the external auditor out of the presence of Management about (a) any significant risks or exposures facing the REIT, (b) internal controls and other steps that Management has taken to control such risks, and (c) the fullness and accuracy of the financial statements of the REIT, including the adequacy of internal controls to expose any payments, transactions or procedures that might be deemed illegal or otherwise improper;

- (j) review and approve any proposed hiring of current or former partners or employees of the current (and any former) external auditor of the REIT;

D. Audit Process

- (a) review the scope, plan and results of the external auditor's audit and reviews, including the auditor's engagement letter, the post-audit management letter, if any, and the form of the audit report. The Committee may authorize the external auditor to perform supplemental reviews, audits or other work as deemed desirable;
- (b) following completion of the annual audit and quarterly reviews, review separately with each of Management and the external auditor any significant changes to planned procedures, any difficulties encountered during the course of the audit and, if applicable, reviews, including any restrictions on the scope of work or access to required information and the cooperation that the external auditor received during the course of the audit and, if applicable, reviews;
- (c) review any significant disagreements among Management and the external auditor in connection with the preparation of the financial statements;
- (d) where there are significant unsettled issues between Management and the external auditor that do not affect the audited financial statements, the Committee will seek to ensure that there is an agreed course of action leading to the resolution of such matters;
- (e) review with the external auditor and Management significant findings and the extent to which changes or improvements in financial or accounting practices, as approved by the Committee, have been implemented;
- (f) review the system in place to seek to ensure that the financial statements, management's discussion & analysis and other financial information disseminated to regulatory authorities and the public satisfy applicable requirements;

E. Financial Reporting Processes

- (a) review the integrity of the REIT's financial reporting processes, both internal and external, in consultation with the external auditor;
- (b) periodically consider the need for an internal audit function, if not present;
- (c) review all material balance sheet issues, material contingent obligations and material related party transactions;
- (d) review with Management and the external auditor the REIT's accounting policies and any changes that are proposed to be made thereto, including all critical accounting policies and practices used, any alternative treatments of financial information that have been discussed with Management, the ramification of their use and the external auditor's preferred treatment and any other material communications with Management with respect thereto. Review the disclosure and impact of contingencies and the reasonableness of the provisions, reserves and estimates that may have a material impact on financial reporting;

F. General

- (a) inform the Board of matters that may significantly impact on the financial condition or affairs of the business;
- (b) respond to requests by the Board with respect to the functions and activities that the Board requests the Committee to perform;

- (c) periodically review this Charter and, if the Committee deems appropriate, recommend to the Board changes to this Charter;
- (d) review the public disclosure regarding the Committee required from time to time by NI 52-110;
- (e) the Committee may at its discretion retain independent counsel, accountants and other professionals to assist it in the conduct of its activities and to set and pay (as an expense of the REIT) the compensation for any such advisors;
- (f) review in advance, and approve, the hiring and appointment of the REIT's senior financial executives, and review and make recommendations to the Board with respect to the compensation of the REIT's senior financial executives if required pursuant to the terms of the REIT's asset management agreement or otherwise, including incentive compensation plans, equity-based plans, the terms of any employment agreements, severance arrangements and change of control arrangements or provisions, and any special or supplemental benefits;
- (g) review any significant transactions outside the REIT's ordinary course of business and any pending litigation involving the REIT; and
- (h) perform any other activities as the Committee or the Board deems necessary or appropriate.

6. Complaint Procedures

- (a) Anyone may submit a complaint regarding conduct by the REIT or its employees or agents (including its external auditor) reasonably believed to involve questionable accounting, internal accounting controls, auditing or other matters. The Chair will have the power and authority to oversee treatment of such complaints.
- (b) Complaints are to be directed to the attention of the Chair.
- (c) The Committee should endeavour to keep the identity of the complainant confidential.
- (d) The Chair will have the power and authority to lead the review and investigation of a complaint. The Committee should retain a record of all complaints received. Corrective action may be taken when and as warranted.



**Retail
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