



Office  
REIT

**SLATE OFFICE REIT**

**ANNUAL INFORMATION FORM**

For the Year Ended December 31, 2016

Dated March 6, 2017

## TABLE OF CONTENTS

INFORMATION .....	1
FORWARD-LOOKING STATEMENTS.....	1
NON-IFRS MEASURES.....	2
ORGANIZATIONAL STRUCTURE .....	2
GENERAL DEVELOPMENT OF THE BUSINESS .....	3
BUSINESS OF THE REIT.....	8
Overview.....	8
Manager.....	8
Strategy and Objective .....	8
Competitive Conditions for Real Property Investments.....	9
Environmental Risk Management.....	9
PROPERTIES OF THE REIT.....	10
Overview.....	10
Geographic Diversification.....	12
Occupancy and Leasing .....	13
Ten Largest Tenants .....	13
DESCRIPTION OF THE PROPERTIES .....	14
Office Properties .....	14
Industrial Properties.....	18
Retail Properties .....	19
MATERIAL SUBSIDIARIES .....	19
General .....	19
Partnership Units.....	19
NORMAL COURSE ISSUER BID .....	20
RISK FACTORS.....	21
Risk Factors Related to the Real Estate Industry.....	21
Risk Factors Related to the Business of the REIT .....	22
Risk Factors Related to the Units .....	28
Risk Factors Related to Canadian Tax Matters.....	29
MARKET FOR SECURITIES .....	31
DISTRIBUTION POLICY AND HISTORY .....	31
General .....	31
Distribution Reinvestment Plan .....	32
Distribution History.....	32
CAPITAL STRUCTURE .....	32
Authorized Capital and Outstanding Securities .....	32
Units.....	32
Special Voting Units .....	33
Preferred Units.....	33
Rights of Unitholders .....	34
ARRANGEMENTS WITH THE MANAGER AND SLATE .....	34
Overview.....	34

Exchange Agreement .....	34
ROFO Agreement.....	35
Fortis Subscription and Sale.....	36
<b>SJHP JOINT VENTURE .....</b>	<b>36</b>
Overview.....	36
<b>BORROWING AND CREDIT FACILITIES.....</b>	<b>36</b>
Overview.....	36
Revolving Credit Facility .....	37
Revolving Operating Facility.....	37
Term Loan Facility .....	38
Outstanding Mortgages .....	38
<b>DECLARATION OF TRUST.....</b>	<b>38</b>
General .....	38
Meetings of Unitholders.....	39
Advance Notice Provision.....	39
Amendments to Declaration of Trust.....	40
Redemption Right.....	42
Purchase of Units by the REIT .....	44
Take-Over Bids.....	44
Issuance of Units .....	44
Transfer and Exchange of Units.....	45
Limitation on Non-Resident Ownership.....	45
Information and Reports .....	45
Investment Guidelines .....	46
Operating Policies.....	47
Amendments to Investment Guidelines and Operating Policies .....	49
<b>MANAGEMENT OF THE REIT .....</b>	<b>50</b>
Slate and the Manager .....	50
Management Agreement .....	50
Term and Termination .....	51
Management Restrictions.....	52
Non-Solicitation.....	53
<b>TRUSTEES AND EXECUTIVE OFFICERS OF THE REIT .....</b>	<b>53</b>
Board of Trustees .....	53
Trustee Information .....	56
Executive Officer Information .....	57
Committees of the Board.....	59
Audit Committee .....	59
Audit Fees, Audit Related Fees, Tax Services and All Other Fees.....	59
Investment Committee.....	60
Compensation, Governance and Nominating Committee.....	60
<b>CONFLICTS OF INTEREST .....</b>	<b>60</b>
<b>LEGAL PROCEEDINGS AND REGULATORY ACTIONS .....</b>	<b>61</b>

INTERESTS OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS .....	61
INTERESTS OF EXPERTS .....	61
MATERIAL CONTRACTS.....	61
TRANSFER AGENTS AND REGISTRARS.....	62
ADDITIONAL INFORMATION .....	62
GLOSSARY .....	63
APPENDIX A - AUDIT COMMITTEE CHARTER .....	1

## INFORMATION

In this annual information form (“**Annual Information Form**”), references to Slate Office REIT (the “**REIT**”) include its subsidiaries and all prior names as required by the context. All dollar amounts are expressed in Canadian dollars unless otherwise indicated. All capitalized terms used in this Annual Information Form but not otherwise defined herein have the meanings set forth in the “*Glossary*”. Information contained in this Annual Information Form is given as of December 31, 2016 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” 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 risk 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, 2016 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

Funds from operations (“**FFO**”), core funds from operations (“**Core-FFO**”), adjusted funds from operations (“**AFFO**”) and net operating income (“**NOI**”) are key measures of performance used by real estate businesses. However, such measures are not defined by IFRS and do not have standardized meanings prescribed by IFRS. The REIT believes that FFO, Core-FFO and AFFO are important measures of economic performance and NOI is an important measure of operating performance and the performance of real estate properties owned by an entity.

“**FFO**” is defined as net income in accordance with IFRS, excluding: (i) fair value adjustments to investment properties; (ii) gains (or losses) from sales of investment properties; (iii) amortization of tenant incentives; (iv) fair value adjustments, interest expense and other effects of the Units and any other exchangeable securities being classified as liabilities; (v) acquisition costs expensed as a result of the purchase of a property being accounted for as a business combination; (vi) the effect of recording property tax expense on other than an even basis over the period; and (vii) deferred income tax expense, after adjustments for equity accounted entities, joint ventures and non-controlling interests calculated to reflect FFO on the same basis as consolidated properties.

“**Core-FFO**” is defined as FFO subject to certain adjustments, including: (i) converting finance income to lease payments received for finance leases; and (ii) excluding mortgage discharge fees.

“**AFFO**” is defined as Core-FFO subject to certain adjustments, including: (i) excluding amortization of fair value mark-to-market adjustments on mortgages acquired; (ii) excluding amortization of deferred financing and leasing costs; (iii) adjusting for any differences resulting from recognizing property revenues on a straight-line basis; and (iv) deducting a reserve for normalized maintenance capital expenditures, tenant inducements and leasing costs, as determined by management.

“**NOI**” for a property and for a given period, is defined as the sum of the following: (i) cash rents and other cash revenues received in the ordinary course from such property (excluding pre-paid rents and revenues and security deposits except to the extent applied in satisfaction of tenants’ obligations for rent) minus (ii) all expenses paid or accrued related to the ownership, operation or maintenance of such properties plus the effect of recording property tax expense on other than an even basis over the period.

FFO, Core-FFO, AFFO and NOI should not be construed as alternatives to net income or cash flow from operating activities determined in accordance with IFRS as indicators of the REIT’s performance. This method of calculating FFO, Core-FFO, AFFO and NOI may differ from other issuers’ methods and accordingly may not be comparable to measures used by other issuers. See the MD&A for the REIT’s most recently completed financial year for a reconciliation of FFO, Core-FFO, AFFO and NOI to the most directly comparable measure under IFRS.

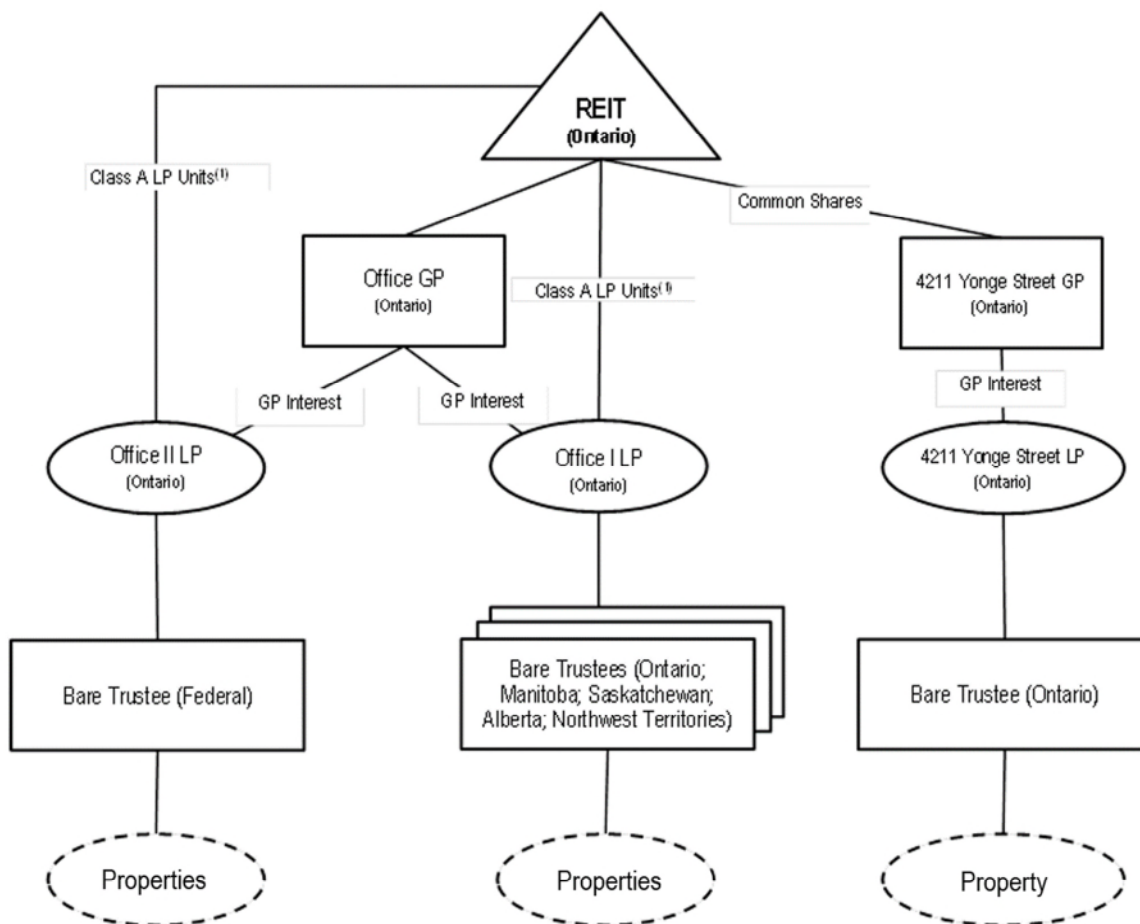
## ORGANIZATIONAL STRUCTURE

The REIT is an unincorporated open-end limited purpose 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, holding, developing, maintaining, improving, leasing, managing or otherwise dealing with office properties in Canada.

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

The Units trade on the TSX under the symbol “SOT.UN”.

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



<sup>(1)</sup> Slate indirectly holds all of the Class B LP Units in each of Office I LP and Office II LP. Each Class B LP Unit is accompanied by one Special Voting Unit which provides Slate with a right to vote on matters respecting the REIT that is proportionate to its indirect ownership in the REIT.

## GENERAL DEVELOPMENT OF THE BUSINESS

### History

#### *Initial Public Offering*

On December 28, 2012, the REIT completed its initial public offering (“**IPO**”) of offered units, which were comprised of Units and Warrants. From IPO until November 14 2014, the REIT was managed by the Manager pursuant to the terms of a management agreement dated December 28, 2012.

#### *Slate Transaction*

On August 12, 2014, Slate Capital Corporation (“**Slate Capital**”), a subsidiary of Slate Asset Management L.P. (“**Slate**”), acquired all of the issued and outstanding common shares of the Manager and funded the acquisition of all of the Manager’s unexercised common share purchase warrants listed on the TSX (the

**“Slate Transaction”**). In connection with the Slate Transaction, the REIT entered into the amended and restated Management Agreement with the Manager. Upon completion of the Slate Transaction on November 4, 2014, the REIT's amended and restated Management Agreement became effective and the Manager became a wholly-owned subsidiary of Slate.

Slate, through the Manager, provides strategic, asset management, property management, leasing, construction management and administrative services necessary to manage the day-to-day operations of the REIT and its assets.

#### *MTS Data Centre Acquisition*

On April 22, 2014, the REIT entered into an agreement to invest in a fully pre-leased 64,000 square foot data centre development in Winnipeg, Manitoba (the **“MTS Data Centre”**). The REIT acquired a 50% equity ownership interest in a limited partnership that owns the MTS Data Centre through a \$9.5 million investment. In connection with the investment in the MTS Data Centre, the REIT issued a \$6.6 million mezzanine loan at an interest rate of 13.3% to its 50% limited partner, an arms' length company, to fund a portion of its required capital contribution. During the third quarter of 2015, the mezzanine loan was converted into a further 30% equity ownership interest. In the fourth quarter of 2015, the REIT purchased the remaining 20% interest for \$5.2 million, increasing its ownership to 100%. The REIT's investment in the MTS Data Centre provides cash flow to the REIT of approximately \$6.1 million annually.

#### *GTA Acquisition*

On December 5, 2014, Unitholders voted in favour of the indirect acquisition by the REIT of a portfolio of seven office properties from Slate GTA Suburban Office Inc. (**“Slate GTA”**), a wholly-owned subsidiary of Slate, for consideration of \$190.0 million (the **“GTA Acquisition”**), before transaction costs of \$3.2 million and net closing adjustments of \$5.6 million. The GTA Acquisition was completed on December 17, 2014. Pursuant to the GTA Acquisition Agreement, the purchase price was satisfied by a combination of: (a) approximately \$144.0 million in cash, (b) the issuance of 2,794,363 Units at a price of \$9.00 per unit, and (c) the issuance of 2,096,686 Class B LP Units of Office II LP at a price of \$9.00 per unit<sup>(1)</sup>.

Certain consequential amendments to the Declaration of Trust were made to effect the completion of the GTA Acquisition. These included changes to certain defined terms to reflect the creation of Office II LP, the issuance of the Class B LP Units of Office II LP and amendment of the Exchange Agreement to allow the Office II Class B LP Units to be exchanged for Units. The amendment and restatement of the Declaration of Trust became effective on December 17, 2014.

#### *Fortis Transaction*

On June 30, 2015, the REIT completed the indirect acquisition of a portfolio of 14 commercial properties (the **“Fortis Acquisition Properties”**) throughout Atlantic Canada (the **“Fortis Transaction”**) from Fortis Properties Corporation (**“Fortis Properties”**) for an aggregate purchase price of \$430 million (the **“Fortis Purchase Price”**). As part of the Fortis Transaction, the REIT entered into a strategic co-ownership agreement (the **“SJHP Joint Venture”**) with St. John's Harbour Properties Ltd. (**“SJHP”**), pursuant to which the REIT acquired a 10% interest in three of the properties acquired pursuant to the Fortis Transaction (the **“Co-Owned Properties”**) and SJHP acquired a 90% interest in such properties. On December 31, 2015, the REIT increased its interest in the Co-Owned Properties from 10% to 30% with an additional investment of approximately \$29.0 million. Effective June 15, 2016, the REIT increased its interest in the Co-Owned Properties from 30% to 49% for an additional investment of approximately \$27.4 million, and effective September 8, 2016, the REIT increased its interest in the Co-Owned Properties by 51% to 100% for an additional investment of \$73.4 million.

---

<sup>1</sup> The Class B LP Units were issued together with 2,096,686 Special Voting Units that provide the holder with the same voting rights as Units. See *“Capital Structure – Special Voting Units”*. References to Class B LP Units in this Annual Information Form also refer to the corresponding Special Voting Units issued to, or held by, the holder thereof.



The Fortis Acquisition Properties consist of ten office buildings, one mixed-use office complex and three retail centres, totaling 2.8 million square feet of gross leasable area (“GLA”), located in Nova Scotia, New Brunswick and Newfoundland and Labrador. The REIT’s proportionate interest in the Fortis Acquisition Properties comprises 2.5 million square feet of GLA. The Fortis Transaction provided a significant step forward in repositioning the REIT’s portfolio as a pure play office platform.

Pursuant to the Fortis Purchase Agreement, the REIT’s proportionate share of the Fortis Purchase Price was \$304 million before transaction costs. The REIT’s portion of the Fortis Purchase Price was satisfied by a combination of: (a) the 2015 Offering, (b) the 2015 Private Placement, and (c) the Revolving Operating Facility.

The Fortis Transaction was a “significant acquisition” pursuant to applicable securities laws. As such on September 2, 2015, the REIT filed a Form 51-102F4 – *Business Acquisition Report* in respect of the Fortis Transaction on SEDAR at [www.sedar.com](http://www.sedar.com). See “*Properties of the REIT*”.

As a result of the above transactions, to the knowledge of the REIT, Fortis Inc. (“Fortis”) held approximately 10.3% of the issued and outstanding Units on a fully-diluted basis upon completion of the Fortis Transaction. As of November 17, 2016, Fortis announced that it had agreed to sell 4,729,729 Units of the REIT on a “bought block trade” basis to a syndicate of underwriters. As of the date hereof, Fortis no longer holds any Units in the REIT.

#### *Gateway Acquisition*

On June 30, 2016, the REIT, indirectly through Office II LP, completed the acquisition of a suburban office complex located at 3000 and 3100 Steeles Avenue East, Markham, Ontario (the “**Gateway Acquisition Property**”) for an aggregate purchase price of \$57.5 million. The Gateway Acquisition Property was 95% occupied and is comprised of 235,673 square feet of Class A space comprising two mid-rise office towers that are connected through a single story commercial corridor. In connection with the acquisition of Gateway Acquisition Property, the REIT assumed an existing mortgage in the amount of \$23.7 million and arranged a second mortgage from the existing lender in the amount of \$13.7 million at a 3.10% fixed rate, each maturing in December 2021. The acquisition agreement provided for approximately \$2.3 million in favour of the REIT to be held in escrow and released to the REIT over the term to maturity to compensate the REIT for the assumption of the above market existing mortgage. The effective rate of the existing mortgage and new second mortgage after giving effect to this escrow arrangement is 2.91%.

#### *Hargrave Acquisition*

On September 8, 2016, the REIT acquired 365 Hargrave, a government-tenanted office building located in the heart of Winnipeg, Manitoba, for \$12.3 million from the Manager (the “**Hargrave Acquisition**”). The building totals 71,472 square feet of GLA and is 90.1% leased to the Government of Canada through 2025. Subsequent to acquisition the REIT arranged a mortgage in the amount of \$8.0 million at a rate of 2.65% for a five-year term.

#### *Other Acquisitions*

Since inception, the REIT has continuously added to its portfolio of properties. For more information about the investment properties acquired by the REIT during 2016, see “*Properties of the REIT*”.

#### *Dispositions*

On November 24, 2015, the REIT announced that it had entered into agreements to sell 15 industrial and retail properties in two separate portfolio transactions for gross proceeds totalling \$55.9 million. Included in the transaction was a portfolio comprising 12 industrial properties located in Winnipeg, Manitoba totalling 516,495 square feet. The other portfolio was comprised of 3 retail properties in Newfoundland and Labrador totalling 305,259 square feet. The transactions closed on December 22, 2015 and the

proceeds from the property dispositions were used to increase the REIT's investment in the Co-Owned Properties and repay debt. The dispositions reflect the REIT's repositioning into a pure play office vehicle that focuses on commercial office properties.

On June 15, 2016, the REIT completed the sale of 125-185 First Street located in Cochrane, Alberta for \$4.1 million. The sale generated net proceeds of \$2.3 million after the repayment of related mortgage debt and disposal costs. The sale occurred at the REIT's March 31, 2016 IFRS estimate of fair value. This property represented a non-core retail asset, the proceeds of which were used to fund, in-part, the acquisition of the Gateway Acquisition Property.

### *Offerings*

The REIT has successfully raised over \$270 million in capital through equity issuances since the IPO. Proceeds have been used to acquire new properties, reduce debt and fund redevelopment projects for existing properties.

In August 2013, the REIT completed a public offering of 2,564,500 Units at price of \$9.00 per Unit for gross proceeds of approximately \$23.1 million (the "**2013 Offering**"). The 2013 Offering was conducted on a bought deal basis by a syndicate of underwriters led by TD Securities Inc., Canaccord Genuity Corp. and RBC Dominion Securities Inc. and included CIBC World Markets Inc., National Bank Financial Inc., Scotia Capital Inc., Euro Pacific Canada Inc., Dundee Securities Ltd. and Desjardins Securities Inc. (the "**2013 Underwriters**"). The REIT and the 2013 Underwriters entered into an underwriting agreement dated July 19, 2013 in connection with the 2013 Offering. The net proceeds from the 2013 Offering were used to partially fund the acquisition of The Promontory with the balance being used to repay amounts previously drawn on the Revolving Credit Facility to finance the acquisition of 4211 Yonge Street. Concurrently with the closing of the 2013 Offering, the REIT completed a private placement of 425,532 Units to the Manager at price of \$9.40 per Unit for gross proceeds of approximately \$4 million (the "**2013 Private Placement**").

In May 2014, the REIT completed a public offering of 1,955,000 Units at price of \$8.85 per Unit for gross proceeds of approximately \$17.3 million (the "**2014 Offering**"). The 2014 Offering was conducted on a bought deal basis by a syndicate of underwriters led by TD Securities Inc. and included Canaccord Genuity Corp. CIBC World Markets Inc., RBC Dominion Securities Inc., Desjardins Securities Inc., Euro Pacific Canada Inc. and National Bank Financial Inc. (the "**2014 Underwriters**"). The REIT and the 2014 Underwriters entered into an underwriting agreement dated July 19, 2014 in connection with the 2014 Offering. The net proceeds from the 2014 Offering were used to fund a portion of the REIT's investment in the MTS Data Centre, including a portion of the mezzanine loan that was provided to the REIT's former 50% partner in the MTS Data Centre, and to fully repay amounts drawn on the Revolving Credit Facility. Concurrently with the closing of the 2014 Offering, the REIT completed a private placement of 831,639 Units at price of \$8.85 per Unit for gross proceeds of approximately \$7.4 million to the Manager (the "**2014 Private Placement**").

In June 2015, the REIT completed a public offering of 10,820,000 subscription receipts ("**Subscription Receipts**") at price of \$7.40 per Subscription Receipt for gross proceeds of approximately \$80.1 million (the "**2015 Offering**"). Each Subscription Receipt entitled the holder to receive one Unit on closing of the Fortis Transaction. The 2015 Offering was conducted on a bought deal basis by a syndicate of underwriters led by TD Securities Inc. and BMO Nesbitt Burns Inc. and included CIBC World Markets Inc., GMP Securities L.P., RBC Dominion Securities Inc., National Bank Financial Inc., Scotia Capital Inc., Canaccord Genuity Corp., Desjardins Securities Inc. and Raymond James Ltd. (the "**2015 Underwriters**"). The REIT and the 2015 Underwriters entered into an underwriting agreement dated May 27, 2015 in connection with the 2015 Offering (the "**2015 Underwriting Agreement**"). The net proceeds from the 2015 Offering were used to finance a portion of the Fortis Transaction. Concurrently with the closing of the 2015 Offering, the REIT completed a private placement of 4,729,729 Units at a price of \$7.40 per Unit for gross proceeds of approximately \$35 million to Fortis, an affiliate of Fortis Properties (the "**2015 Private Placement**").

In June 2016, the REIT completed a public offering of 6,530,000 Units at price of \$7.85 per Unit for gross proceeds of approximately \$51.3 million (the “**June 2016 Offering**”). The June 2016 Offering was conducted on a bought deal basis by a syndicate of underwriters co-led by TD Securities Inc. and BMO Nesbitt Burns Inc. and included CIBC World Markets Inc., GMP Securities L.P., RBC Dominion Securities Inc., National Bank Financial Inc., Scotia Capital Inc, Canaccord Genuity Corp., Desjardins Securities Inc. and Raymond James Ltd. (the “**June 2016 Underwriters**”). The REIT and the June 2016 Underwriters entered into an underwriting agreement dated June 10, 2016 in connection with the June 2016 Offering (the “**June 2016 Underwriting Agreement**”). The June 2016 Offering consisted of a treasury offering by the REIT of 4,531,137 Units for gross proceeds of \$35.6 million and a secondary offering by Subcore Equities Inc., a private corporation managed by Greystone Managed Investments Inc. on behalf of certain pension fund clients, of 1,998,863 Units for gross proceeds of \$15.7 million (the “**June 2016 Secondary Offering**”). The June 2016 Secondary Offering includes 160,000 Units which were sold to the Underwriters upon the partial exercise of the over-allotment option that had been granted to the Underwriters by the Selling Unitholder.

In September 2016, the REIT completed a public offering of 6,900,000 Units at price of \$8.45 per Unit for gross proceeds of approximately \$58.3 million (the “**September 2016 Offering**”). The September 2016 Offering was conducted on a bought deal basis by a syndicate of underwriters co-led by TD Securities Inc. and BMO Nesbitt Burns Inc. and included CIBC World Markets Inc., GMP Securities L.P., National Bank Financial Inc., RBC Dominion Securities Inc., Scotia Capital Inc, Raymond James Ltd., Canaccord Genuity Corp. and Echelon Wealth Partners Inc. (the “**September 2016 Underwriters**”). The REIT and the September 2016 Underwriters entered into an underwriting agreement dated August 23, 2016 in connection with the September 2016 Offering (the “**September 2016 Underwriting Agreement**”). The September 2016 Offering consisted of a treasury offering by the REIT of 6,104,500 Units for gross proceeds of \$51.6 million and a secondary offering by Subcore Equities Inc., a private corporation managed by Greystone Managed Investments Inc. on behalf of certain pension fund clients, of 795,500 Units for gross proceeds of \$6.7 million (the “**September 2016 Secondary Offering**”). The September 2016 Secondary Offering includes 900,000 Units which were sold to the Underwriters upon the partial exercise of the over-allotment option that had been granted to the Underwriters by the REIT.

In September 2016, the REIT filed a short form base shelf prospectus dated September 7, 2016 (the “**Base Shelf Prospectus**”) qualifying the issuance of up to \$500,000,000 of Units or debt securities.

#### *Appointment of Executive Officers*

On January 22, 2015, the REIT announced that it had appointed Scott Antoniak as Chief Executive Officer and Brian Moncik as Chief Financial Officer of the REIT. Mr. Antoniak and Mr. Moncik succeeded Blair Welch as Chief Executive Officer and Brady Welch as Chief Financial Officer of the REIT, respectively.

On November 26, 2015, the REIT announced that it had appointed Robert Armstrong as Chief Financial Officer of the REIT effective December 8, 2015.

On November 3, 2016, the REIT appointed Steve Hodgson as Chief Operating Officer of the REIT.

For more information about Messrs. Antoniak, Armstrong and Hodgson, see “*Trustees and Executive Officers of the REIT – Executive Officer Information*”.

#### *Appointment of Trustees*

Throughout 2015, four new Trustees were appointed to the Board of Trustees, increasing the size of the Board from five Trustees to eight Trustees. On March 18, 2015, the REIT announced the appointment of John O’Bryan to the Board of Trustees. Mr. O’Bryan subsequently assumed the role of Chair of the Board of Trustees effective August 6, 2015. On April 14, 2015, the REIT announced the appointment of Al Mawani to the Board of Trustees. Blair Welch was elected as a Trustee at the annual and special meeting

of Unitholders on May 25, 2015, and on June 30, 2015, the REIT announced the appointment of Nora Duke to the Board of Trustees. Gary Samuel retired from the Board and did not stand for re-election at the annual and special meeting of Unitholders on May 25, 2016. For more information, about the current Trustees of the REIT, see “*Trustees and Executive Officers of the REIT – Trustee Information*”.

### *Name Change and Repositioning*

On March 16, 2015, the REIT announced that it had changed its name from “FAM Real Estate Investment Trust” to “Slate Office REIT”. As a result of the name change, the Units began trading under the symbol “SOT.UN” on the TSX. On February 26, 2016, the REIT changed the names of three of its subsidiaries from “FAM GPCO Inc.”, “FAM Management Limited Partnership” and “FAM II Limited Partnership” to “Slate Office GP Inc.”, “Slate Office I L.P.” and “Slate Office II L.P.”, respectively.

The name change was a key step in the transformation of the REIT under its new management by Slate to reposition the REIT as a pure play office vehicle that focuses on future growth on high quality, non-trophy assets, including downtown and suburban office properties. The REIT intends to continue to divest its existing retail and industrial portfolios in a disciplined and orderly fashion to maximize Unitholder value.

## **BUSINESS OF THE REIT**

### **Overview**

The business of the REIT is to invest in a diversified portfolio of income-producing real property investments used for office purposes, in accordance with its investment policies and investment guidelines. The REIT’s office properties include buildings and complexes providing office space for federal and provincial governments and various service companies.

To the extent that funds are not invested by the REIT in real property investments from time to time, they will be invested in accordance with the Declaration of Trust. See “*Declaration of Trust – Investment Guidelines*”.

In order to ensure the stability and sustainability of portfolio yields, the REIT seeks to diversify its investments among many geographic regions within Canada, subject to the REIT’s investment policies. See “*Declaration of Trust – Investment Guidelines*”.

### **Manager**

The REIT’s properties are managed by the Manager, a wholly-owned subsidiary of Slate, pursuant to the Management Agreement. Slate is a Toronto-based commercial real estate investor and asset manager. Slate’s professionals have extensive experience managing complex real estate transactions in domestic and international markets. Slate’s team consists of over 50 people with dedicated acquisition, leasing, construction management and financial reporting teams for both its U.S. retail and Canadian office businesses. Due to its relationship with the Manager, the REIT does not have any of its own employees. Instead, the REIT has trustees and officers, and relies on Slate for services it might otherwise obtain from employees. See “*Management of the REIT*”.

### **Strategy and Objective**

The REIT’s primary business objective is to deliver growing cash flows and stable and sustainable returns through acquiring, holding, developing, maintaining, improving, leasing, managing or otherwise dealing with office properties in Canada. The REIT holds a commercial real estate portfolio primarily consisting of office properties throughout Canada. The REIT’s portfolio consists of 35 properties containing approximately 5.0 million square feet of existing leasable space.

## **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.

## **Environmental Risk Management**

The REIT is exposed to potential liability in respect of environmental hazards or liability under various environmental laws and regulations. This risk is more particularly described in the "*Risk Factors*" section of this Annual Information Form. Management has developed environmental policies and procedures and has implemented an Environmental Management Program, which includes an asbestos management plan for properties with asbestos-containing materials. The purpose of the Environmental Management Program is to protect the environment, implement sound environmental practices and minimize the REIT's risks and potential liabilities. The need to address these environmental risks requires certain expenditures, including those associated with the commissioning of environmental assessments upon the acquisition, financing and ongoing maintenance of the REIT's properties. The environmental assessments which the REIT has obtained to date with respect to its portfolio have not revealed any environmental liability that Management believes will have a material adverse effect on the REIT.

As an additional measure to help manage environmental exposure, the REIT enters into new tenant leases that generally specify that the tenant will conduct its business in accordance with environmental laws and be responsible for any liabilities arising out of infractions of such laws or out of contamination caused by the tenant. It is the REIT's practice to periodically inspect tenant premises that may be subject to environmental risk.

The REIT has developed design standards to ensure high-quality processes are followed when developing and refurbishing these properties. Through quality construction and upgrading of its properties, the REIT expects to increase the efficiency of mechanical and electrical systems as well as building durability.

## PROPERTIES OF THE REIT

### Overview

As of December 31, 2016, the REIT owns a portfolio of 35 assets that is primarily comprised of office properties throughout Canada. The portfolio consists of 4,990,052 square feet of GLA and has an occupancy rate of 86.4%. Management believes that the REIT's properties, which are primarily non-trophy assets in major office markets across Canada, provide superior risk-adjusted yields relative to conventional "Class A" office towers pursued by many other large investors.

The following table summarizes certain aspects of the REIT's real estate assets as at December 31, 2016:

<b>Location (square feet as a percentage of total leasable area)</b>	
Alberta	2.0%
Manitoba	9.6%
New Brunswick	22.5%
Newfoundland and Labrador	15.7%
Nova Scotia	11.0%
Northwest Territories	0.3%
Ontario	37.3%
Saskatchewan	1.7%
<b>Total</b>	<b>100.0%</b>

<b>Asset Class (number of properties)</b>	
Office <sup>(1)</sup>	30
Industrial	3
Retail	2
<b>Total</b>	<b>35</b>

<b>Asset Class (percentage of leasable area)</b>	
Office	96.5%
Industrial	2.0%
Retail	1.6%
<b>Total</b>	<b>100.0%</b>

<b>Percentage of Net Operating Income</b>	
Office	98.2%
Industrial	0.0%
Retail	1.8%
<b>Total</b>	<b>100.0%</b>

<sup>(1)</sup> Includes 286 Broadway, Winnipeg, Manitoba, which is a parking lot that services 114 Garry Street, Winnipeg, Manitoba which is an office building.

The following table outlines information regarding the properties held by the REIT as at December 31, 2016:

Asset Class	Property Address	Property Name	City, Province	Year Built/ Renovated	GLA (SF)	GLA Occupancy
<b>Office</b>						
1	1870 Albert Street	Saskatchewan Place	Regina, SK	1985	84,243	70.2%
2	280 Broadway Avenue <sup>(1)</sup>		Winnipeg, MB	1957	112,642	92.3%
3	114 Garry Street		Winnipeg, MB	1950/1995	74,248	100%
4	895 Waverley Street		Winnipeg, MB	1991	34,364	100%
5	1000 Waverley Street		Winnipeg, MB	1966/1998	58,668	91.3%
6	1450 Waverley Street	MTS Data Center	Winnipeg, MB	2015	64,000	100%
7	365 Hargrave		Winnipeg, MB	1922/2003	71,472	90.1%
8	4211 Yonge Street		Toronto, ON	1982	170,972	96.8%
9	1189 Colonel Sam Drive		Oshawa, ON	2001	103,179	100%
10	2655 – 2695 North Sheridan Way	The Promontory	Mississauga, ON	1987/1989	159,752	99.3%
11	7030, 7050, 7100 Woodbine Avenue & 55, 85 Idema Road	Woodbine Complex	Markham, ON	1984/2011	359,833	87.6%
12	135 Queens Plate		Toronto, ON	1989/2012	93,581	82.3%
13	1 Eva Road		Toronto, ON	1978/2011	91,068	79.1%
14	2400 – 2430 Meadowpine Boulevard		Mississauga, ON	1990	59,095	72.5%
15	5395 – 5409 Eglinton Avenue West	Centennial Centre	Toronto, ON	1985	235,299	81.8%
16	2285 Speakman Drive		Mississauga, ON	1981	126,270	100%
17	2599 Speakman Drive		Mississauga, ON	1971/2011	111,461	86.1%
18	2251 Speakman Drive		Mississauga, ON	1965	115,582	100%
19	3000-3100 Steeles Ave E	Gateway Centre	Markham, ON	1982	235,673	90.6%
20	644 Main Street	Blue Cross Centre	Moncton, NB	1988/2006	320,818	97.2%
21	39 King Street <sup>(2)</sup>	Brunswick Square	Saint John, NB	1976	507,804	84.6%
22	440 King Street	King's Place	Fredericton, NB	1974/2001	292,022	87.2%
23	1505 Barrington Street	Maritime Center	Halifax, NS	1977/1985	547,014	94.1%
24	100 New Gower Street	Cabot Place	St. John's, NL	1987	134,632	99.1%
25	10 Factory Lane	Johnson Building	St. John's, NL	1980	188,170	100%
26	139 Water Street	Fortis Building	St. John's, NL	1968/1994	82,648	22.7%
27	5 Springdale Street	Fortis Place	St. John's, NL	2014	142,771	100%
28	4 Herald Avenue	Fortis Tower	Corner Brook, NL	2014	67,203	92.4%
29	140 Water Street	TD Place	St. John's, NL	1980/2013	97,433	90.4%
30	173 Water Street	Water Street Properties	St. John's, NL	Various	71,541	54.4%
					<b>4,813,458</b>	<b>87.1%</b>
<b>Industrial</b>						
31	35 Martin Way		Brooks, AB	2005	28,400	0%
32	5404 36th Street SE	Doka Building	Calgary, AB	1980	36,000	100%
33	7001 96th Street		Grande Prairie, AB	2005	33,280	0%
					<b>97,680</b>	<b>36.9%</b>
<b>Retail</b>						
34	200 Manitoba 10	Flin Flon Wal-Mart	Flin Flon, MB	2002	63,439	100%
35	307 – 311 Airport Road	Airport Road Shopping Centre	Yellowknife, NWT	2001/2003	15,475	100%
					<b>78,914</b>	<b>100.0%</b>
<b>Total</b>					<b>4,990,052</b>	<b>86.4%</b>

<sup>(1)</sup> Includes a seven-storey office building at 280 Broadway Avenue, a three-storey multi-family residential building located at 70 Smith Street and two parking lots located at 286 Broadway Avenue and 68 Smith Street; excludes the residential tenants at 70 Smith Street.

<sup>(2)</sup> Includes Delta Brunswick Hotel.

## Geographic Diversification

The REIT's portfolio is geographically diversified. As of December 31, 2016, the REIT has 35 properties, located in 8 provinces and territories. The following chart shows the number of properties located in each province and territory, the total square footage and the percentage of portfolio square footage in each province and territory.

Province/Territory	Number of Assets	Total SF	Percentage of Total SF
Alberta	3	97,680	2.0%
Manitoba	7	478,833	9.6%
New Brunswick	3	1,120,644	22.5%
Newfoundland and Labrador	7	784,398	15.7%
Nova Scotia	1	547,014	11.0%
Northwest Territories	1	15,475	0.3%
Ontario	12	1,861,765	37.3%
Saskatchewan	1	84,243	1.7%
<b>Total</b>	<b>35</b>	<b>4,990,052</b>	<b>100%</b>

The following map shows the provinces and territories within which the REIT's properties are located:





## Occupancy and Leasing

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

Period	GLA (SF)	Percentage of Portfolio	Weighted Average In-place Rent (Per SF)
Month-to-month	151,750	3.0%	\$15.67
2017	549,017	11.0%	\$13.46
2018	603,037	12.1%	\$14.81
2019	408,899	8.2%	\$16.60
2020	622,732	12.5%	\$17.23
2021	230,508	4.6%	\$18.68
2022	495,020	9.9%	\$13.32
2023 and Later	1,248,500	25.1%	\$19.93
Vacant	695,533	13.6%	-
<b>Total/Weighted Average</b>	<b>4,990,052</b>	<b>100%</b>	<b>\$16.72</b>

The REIT's properties have an overall weighted occupancy of approximately 86.4% with an average remaining lease term of approximately 5.4 years. No more than 12.5% of the leased GLA expires in any given year from 2017 to 2022.

## Ten Largest Tenants

As at December 31, 2016, the ten largest tenants in the REIT's portfolio of properties, based on the current annual gross rent, were:

Tenant <sup>(1)</sup>	Credit Rating <sup>(2)</sup>	GLA (SF)	Number of Locations	Percentage of Base Rent	Weighted Average Lease Term (Years)
Government of Canada	AAA (stable)	338,736	8	10.0%	6.0
Manitoba Telecom Services Inc.	BBB (high)	66,439	2	8.7%	13.1
Bell Canada Enterprises	BBB	484,794	3	7.6%	3.5
SNC-Lavalin Nuclear Inc.	BBB <sup>(3)</sup>	342,580	2	7.4%	7.3
Province of New Brunswick	AA	126,609	2	3.7%	4.0
Blue Cross	Unrated	160,433	2	3.0%	11.3
Province of Nova Scotia	AA	129,759	1	2.4%	2.1
The Minacs Group Inc.	Unrated	103,179	1	1.9%	5.1
Province of Manitoba	AA	95,650	2	1.7%	17.9
Extendicare	B (high)	50,187	1	1.1%	3.0
<b>Total/Weighted Average</b>		<b>1,856,977</b>		<b>47.0%</b>	<b>6.4</b>

<sup>(1)</sup> Some tenants listed below are the parent entity of the actual tenant and are not necessarily the covenants under the related lease.

<sup>(2)</sup> Source: DBRS, Inc.

<sup>(3)</sup> Credit rating for SNC-Lavalin Nuclear Inc. reflects that of its parent company, SNC-Lavalin Group Inc.

## DESCRIPTION OF THE PROPERTIES

The following is a description of the properties held by the REIT as at December 31, 2016:

### Office Properties

#### *Saskatchewan Place, 1870 Albert Street, Regina, Saskatchewan*

Saskatchewan Place is an approximately 84,243 square foot, six-storey office building that was originally constructed in 1985. The property is located on 1.2 acres on the corner of 12th Avenue and Albert Street on the west side of Regina's central business district. Saskatchewan Place is 70.2% occupied and its major tenants include Saskatchewan Blue Cross and Saskatchewan Property Management Corporation.

#### *280 Broadway Avenue, Winnipeg, Manitoba*

280 Broadway Avenue is an approximately 112,642 square foot, seven-storey office building that was originally constructed in 1957. The property also includes a small 15 unit multi-family residential building located at 70 Smith Street, Winnipeg, Manitoba, as well as two parking lots located at 286 Broadway Avenue, Winnipeg, Manitoba and 68 Smith Street, Winnipeg, Manitoba which have 123 and 85 stalls, respectively. The property is situated on 1.8 acres of land and is located at the corner of Broadway and Smith Street, along the Broadway office corridor in Winnipeg's central business district. 280 Broadway Avenue is 92.3% occupied and its major tenants include the Government of Canada and the Province of Manitoba.

#### *114 Garry Street, Winnipeg, Manitoba*

114 Garry Street is an approximately 74,248 square foot, two and a half-storey office building that was originally constructed in 1950 with a subsequent addition in 1995. The property is situated on 0.8 acres of land in the central business district of Winnipeg, on the west side of Garry Street between Broadway and York Avenue. 114 Garry Street is 100% occupied and its major tenants include the Province of Manitoba.

#### *895 Waverley Street, Winnipeg, Manitoba*

895 Waverley Street is an approximately 34,364 square foot, two-storey office building that was originally constructed in 1991. The property is situated on 1.9 acres of land and is located on the west side of Waverley Street, between Victor Lewis Drive and Wilkes Avenue. 895 Waverly Street is 100% occupied and its major tenants include KGS Croup and Xerox Canada.

#### *1000 Waverley Street, Winnipeg, Manitoba*

1000 Waverley Street is an approximately 58,668 square foot, single-storey office building that was originally constructed in 1966 and subsequently renovated in 1998. The building is situated on 3.5 acres of land and is located in the Fort Garry Industrial Park on Waverley Street. 1000 Waverly Street is 91.3% occupied and its major tenants include Dillion Consulting and Alliance of Manitoba Sector Councils Inc.

#### *MTS Data Centre, Winnipeg, Manitoba*

The MTS Data Centre is an approximately 64,000 square foot, fully leased data centre located at 1450 Waverly Street, Winnipeg, Manitoba and has been designed to meet Uptime Institute's Tier III certification. The building is fully occupied by Manitoba Telecom Services Inc. pursuant to a 15 year lease. MTS Data Centre includes 25,000 square feet of raised floor to accommodate server racks and possesses an initial critical power load of 3 megawatts and connected power up to 7.5 MVA. MTS Data Centre is located on a 6.3 acre site that has sufficient land to double the initial size of the data centre and its connected power amount. The REIT has not assigned any value to the potential development of Phase II expansion in its investment underwriting.

*365 Hargrave Street, Winnipeg, Manitoba*

365 Hargrave is a five-storey restored Heritage building which was originally constructed in 1922 with an addition built in 2003. The building consists of approximately 71,472 square feet of office space. Known as the Film Exchange Building, the property is located in the downtown area of Winnipeg, in close proximity to the SHED and Portage and Main with onsite parking. The property is 90.1% leased to the Government of Canada through 2025.

*4211 Yonge Street, Toronto, Ontario*

4211 Yonge Street is an approximately 170,972 square foot, six-storey office building that was originally constructed in 1982. The property is located in the North Yonge Corridor, a prime transit-oriented office node just south of Highway 401 in the city of Toronto. 4211 Yonge Street is 96.8% occupied and its major tenants include JSA Energy.

*1189 Colonel Sam Drive, Oshawa, Ontario*

1189 Colonel Sam Drive, which is also known as Minacs Call Centre, is a state-of-the-art, approximately 103,179 square foot, three-storey office building that was originally constructed in 2001. The property is situated on 10.8 acres of land near the intersection of Farewell Street and Highway 401 in the General Motors/Beaton Industrial Park. 1189 Colonel Sam Drive is 100% occupied by The Minacs Group Inc.

*The Promontory, 2655-2695 North Sheridan Way, Mississauga, Ontario*

The Promontory is an approximately 159,752 square foot Class A office complex originally built in 1987. The Promontory is situated on 11.1 acres of land and provides convenient highway access and nearby public transit. The Promontory is 99.3% occupied and its major tenants include Mississauga Halton Community Care Access Centre and ErinoakKids Centre for Treatment and Development.

*Woodbine Complex, 7030, 7050 & 7100 Woodbine Avenue, 55 & 85 Idema Road, Markham, Ontario*

Woodbine Complex is an approximately 359,833 square foot suburban office/flex office complex. Woodbine Complex is situated on 12 acres and is comprised of three low to mid-rise office buildings ranging from four to nine storeys fronting Woodbine Avenue and Steeles Avenue. Woodbine Complex is located in the Town of Markham and has a prominent and visible location at the northwest corner of Steeles Avenue East and Woodbine Avenue, just east of Highway 404. Both Steeles Avenue and Woodbine Avenue are primary transportation routes and Highway 404 is the major north-south highway in the area with average daily traffic volume of over 250,000 vehicles. Woodbine Complex is 87.6% occupied.

55 Idema Road is a single-storey office building forming part of Woodbine Complex. The property has undergone a significant renovation and upgrade to bring it to a Class A flex office standard, including such major items such as a new roof, skylights and glass curtain wall. The sole tenant of 55 Idema Road is Lenovo Canada Inc.

85 Idema Road is a single-storey flex office building forming part of Woodbine Complex. The sole tenant of 85 Idema Road is Mid-Range Computers.

*135 Queen's Plate Drive, Toronto, Ontario*

135 Queen's Plate Drive is an approximately 93,581 square foot, six-storey Class A office building occupying a prominent location at the northeast corner of Queen's Plate Drive and Rexdale Boulevard. 135 Queen's Plate Drive is located near Pearson International Airport and in proximity to a number of major 400 series highways. The property is also serviced by public transit and is within proximity to the Woodbine Race Track and Woodbine Shopping Centre. The building has a glass façade, lobby and

ample availability of surface and underground parking. 135 Queen's Plate Drive is 82.3% occupied and its major tenants include Loopstra Nixon LLP (Rexlaw Management) and the Government of Canada.

*1 Eva Road, Toronto, Ontario*

1 Eva Road is an approximately 91,068 square foot, four-storey office building located on the south side of Eva Road, just east of The West Mall in the Highway 427 office node. The building has significant frontage on and visibility from Highway 427. The property has recently undergone a significant renovation and upgrade to the exterior and façade along with the building lobbies and common areas. 1 Eva Road is 79.1% occupied and is leased to a diverse group of smaller tenants with no tenant accounting for more than 10,000 square feet. On-site amenities for tenants include a cafe and boardroom available for tenant use.

*Meadowpine Corporate Centre, 2400-2430 Meadowpine Boulevard, Mississauga, Ontario*

Meadowpine Corporate Centre is an approximately 59,095 square foot office complex consisting of four two-storey office buildings. The four buildings are located in an attractive campus setting that is extensively landscaped, complete with a central courtyard. The buildings feature glass exteriors and large floor to ceiling windows which creates bright and open office space for tenants. The site is fully serviced by Mississauga Transit and has convenient access to Highway 401. Meadowpine Corporate Centre is 72.5% occupied and its major tenants include Environ EC Inc. and Rational Canada Inc.

*Centennial Centre Complex, 5395-5409 Eglinton Avenue West, Toronto, Ontario*

Centennial Centre Complex is an approximately 235,299 square foot office campus consisting of eight separate low-rise commercial buildings. The buildings are comprised of two or three storey townhouse style office suites with the exception of 5395 Eglinton Avenue West, which is a single-storey restaurant. The complex is attractively landscaped and occupies a high profile location on the south side of Eglinton Avenue West, just west of Renforth Drive. Centennial Centre Complex is serviced by the TTC and Mississauga Transit. Centennial Centre Complex is 81.8% occupied and its major tenants include HMV Canada and The Farrow Group.

*2285 Speakman Drive, Mississauga, Ontario*

2285 Speakman Drive is an approximately 126,270 square foot, four-storey office building located on the north side of Speakman Drive, in the Sheridan Science and Technology Park. The building is 100% leased to SNC-Lavalin Nuclear Inc. 2285 Speakman Drive offers large floor plates of 32,000 square feet, institutional style finishes, upgraded washrooms and a full service kitchen and cafeteria with an exterior patio area. There are numerous amenities within a short distance of the property including restaurants, entertainment venues, shopping centres, daycares and other services.

*2599 Speakman Drive, Mississauga, Ontario*

2599 Speakman Drive is an approximately 111,461 square foot, two-storey office building located on the north side of Speakman Drive, in the Sheridan Science and Technology Park. 2599 Speakman Drive is 86.1% occupied and its main tenant is SNC-Lavalin Nuclear Inc. The building offers large floor plates of approximately 56,000 square feet, 10' ceilings, high quality finishes and a cafeteria. There are numerous amenities within a short distance of the property including restaurants, entertainment venues, shopping centres, daycares and other services.

*2251 Speakman Drive, Mississauga, Ontario*

2251 Speakman Drive is an approximately 115,582 square foot, four-storey office building located on the north side of Speakman Drive, in the Sheridan Science and Technology Park. The REIT acquired 2251

Speakman Drive on October 1, 2015 and has completed a deal with SNC-Lavalin Nuclear Inc. to lease 100% of the building beginning in November of 2016.

*Gateway Centre, 3000-3100 Steeles Ave E, Markham, Ontario*

Gateway Centre is a Class A office complex made up of two buildings, 7 and 11 storeys respectively, located on the northeast corner of Steeles Avenue East and Woodbine Avenue in Markham. Sitting on approximately 8 acres, the complex features excellent visibility from, and access to Highway 404, as well as comprehensive transit access. The Gateway Centre is 90.6% occupied and is comprised of approximately 235,673 square feet of Class A space.

*Blue Cross Centre, 644 Main Street, Moncton, New Brunswick*

Blue Cross Centre is an approximately 320,818 square foot office building that was constructed in 1988 and renovated and expanded in 2006. Blue Cross Centre is the largest and most prominent office complex in Moncton. The building is 97.2% occupied and its major tenants include Medavie Inc. and the Government of Canada.

*Brunswick Square and Delta Brunswick Hotel, 39 King Street, Saint John, New Brunswick*

Brunswick Square is an approximately 507,804 square foot mixed-use office and retail complex in Saint John, New Brunswick. Brunswick Square is 84.6% occupied and its major tenants include Bell Aliant Inc. and Irving Oil Ltd. A truly integrated complex, Brunswick Square offers exceptional tenant amenities and an optimal location including an indoor connection to Market Square, the Saint John Trade and Convention Centre, Canada Games Aquatic Centre and the Saint John City Market, a national historic site. Brunswick Square also includes the Delta Brunswick Hotel. The Delta Brunswick Hotel is an approximately 221,303 square foot hotel with approximately 254 guest rooms, 18,000 square feet of meeting space, including the 6,000 square foot "Royal Ballroom", a fitness centre, indoor pool, and approximately 730 parking spaces that are shared with Brunswick Square.

*Kings Place, 440 King Street, Fredericton, New Brunswick*

Kings Place is an approximately 292,022 square foot office building that was constructed in 1974 and renovated in 2001. Kings Place occupies an entire city block in the heart of Fredericton's central business district and offers over 200 parking spaces. Situated at the intersection of King Street and York Street, Kings Place occupies an entire city block in the heart of Fredericton's central business district. Kings Place is 87.2% occupied and its major tenants include CIBC and the Province of New Brunswick.

*Cabot Place, 100 New Gower Street, St. John's, Newfoundland*

Cabot Place, one of the Co-Owned Properties, is an approximately 134,632 square foot office tower in St. John's, Newfoundland. Cabot Place is 99.1% occupied and its major tenants include Hibernia Management & Development Company and Stewart McKelvey LLP. Located in an established and intensifying mixed-use hub in the western end of downtown St. John's, Cabot Place offers 274 underground parking stalls and direct connectivity to surrounding amenities via above-grade pedestrian walkways. Cabot Place is subject to a reciprocal easement and operating agreement with an adjacent hotel property which provides for necessary operating easements and standards of operation. This property also includes Springdale Lot, a 1.48 acre parking lot featuring an additional 140 surface parking stalls.

*Johnson Building, 10 Factory Lane, St. John's, Newfoundland*

Johnson Building is an approximately 188,170 square foot, seven-storey office building that was constructed in 1980. Johnson Building is 100% leased to Bell Aliant Inc. Johnson Building also includes a

1.52 acre outparcel located on Forest Road offering additional long-term complementary development opportunities.

*Fortis Building, 139 Water Street, St. John's, Newfoundland*

Fortis Building is an approximately 82,648 square foot, twelve-storey office building that was constructed in 1968. It is 27.5% occupied and its major tenants include Curtis Dawe and MTS Allstream. Fortis Building occupies a central position in St. John's business district with water frontage and views.

*Fortis Place, 5 Springdale Street, St. John's, Newfoundland*

Fortis Place, one of the Co-Owned Properties, is an approximately 142,771 square foot office tower in St. John's, Newfoundland. Fortis Place is 100% occupied and its major tenants include Deloitte LLP and Fortis Properties. Built in 2014, Fortis Place was designed to LEED standards and is the newest and best-in-class Class A office development in St. John's. Fortis Place is situated in St. John's downtown business and entertainment core with 262 surface and underground parking stalls.

*Fortis Tower, 4 Herald Avenue, Corner Brook, Newfoundland*

Fortis Tower is an approximately 67,203 square foot, six-storey office building that was constructed in 1969. Fortis Tower is 92.4% occupied and its major tenants include the Government of Newfoundland and Labrador Department of Natural Resources and Grant Thornton LLP. Fortis Tower also accommodates adjoining parking of up to 220 stalls.

*TD Place, 140 Water Street, St. John's, Newfoundland*

TD Place, one of the Co-Owned Properties, is an approximately 97,433 square foot office building in St. John's, Newfoundland. It is 90.4% occupied and its major tenants include a Canadian Schedule I bank. Located in the heart of downtown St. John's, TD Place offers 127 surface parking stalls provided through a series of surrounding outparcel properties.

*Water Street Properties, St. John's, Newfoundland*

Water Street Properties is an approximately 71,541 square foot group of office buildings in St. John's, Newfoundland that is comprised of six buildings: the Fanning Building, 155 Water Street, the Martin Royal Building, the Vogue Building, the Delgado Building and the Neal Building. This two acre land parcel provides exposure of more than 500 feet along the waterfront and is 45% occupied.

*Maritime Centre, 1505 Barrington Street, Halifax, Nova Scotia*

Maritime Centre is an approximately 547,014 square foot office building in Halifax, Nova Scotia. It is 94.1% occupied and its major tenants include Bell Aliant Inc. and the Government of Canada. As the largest office property in Canada east of Montreal, Maritime Centre holds a landmark position in the Halifax market. Maritime Centre is subject to a reciprocal easement and operating agreement with an adjacent hotel property which provides for necessary operating easements and standards of operation.

**Industrial Properties**

*35 Martin Way, Brooks, Alberta*

35 Martin Way is an approximately 28,400 square foot industrial property consisting of three buildings that were built in 2005. The property is situated on 7.4 acres of land and is comprised of one 23,000 square foot office/industrial building, a secondary 5,000 square foot storage building as well as a 400 square foot pump shed. 35 Martin Way is currently unoccupied.

*Doka Building, 5404 36th Street Southeast, Calgary, Alberta*

Doka Building is an approximately 36,000 square foot building that was originally built in 1980. The property is situated on 2.6 acres of land at the northwest corner of 36th Street and 54th Avenue South East, in Calgary's Foothills Industrial Park. The building is 100% occupied by Doka Canada Ltd.

*7001 96th Street, Grande Prairie, Alberta*

7001 96th Street is an approximately 33,280 square foot industrial property consisting of two buildings that were built in 1980. The property is situated on 14.8 acres of land and the main building consists of 10,280 square feet of developed office space and 18,000 square feet of industrial space, with the remaining 5,000 square feet located in a secondary storage facility. 7001 96th Street is currently unoccupied.

### **Retail Properties**

*Flin Flon Wal-Mart, 200 Manitoba 10, Flin Flon, Manitoba*

Flin Flon Wal-Mart is an approximately 63,439 square foot, free-standing single tenant retail property that was built in 2002 and is located adjacent to a Canadian Tire. The property is 100% occupied by Wal-Mart and is located on a 4.7 acre site off Highway #10A, which is the main commercial artery in Flin Flon.

*Airport Road Shopping Centre, 307-311 Old Airport Road, Yellowknife, Northwest Territories*

Airport Road Shopping Centre consists of two single-storey retail buildings, with a combined leasable area of approximately 15,475 square feet. 307 Airport Road was originally built in 1993 and was subsequently renovated in 2003. 309 Airport Road was originally built in 1982 and subsequently renovated in 2001. Airport Road Shopping Centre is located on the northwest side of the major artery, Old Airport Road, and is situated on 1.4 acres of land in the Range Lake North commercial area, which is the major retail area outside of downtown Yellowknife. Airport Road Shopping Centre is 100% occupied and its major tenants consist of Mark's Work Warehouse and Tim Hortons.

## **MATERIAL SUBSIDIARIES**

### **General**

Slate Office I L.P. ("**Office I LP**") is a limited partnership formed under the laws of the Province of Ontario and is governed by the Office I LP Limited Partnership Agreement. Slate Office II L.P. ("**Office II LP**") is a limited partnership formed under the laws of the Province of Ontario and is governed by the Office II LP Limited Partnership Agreement. The general partner of each of Office I LP and Office II LP is Slate Office GP Inc. ("**Office GP**"), a company incorporated under the laws of Ontario, which is wholly owned by the REIT. The limited partners of each of Office I LP and Office II LP are the REIT and the Manager.

### **Partnership Units**

Office I LP has outstanding 100 general partnership units, all of which are held by Office GP, 5,882,662 Class A LP Units, all of which are held by the REIT, and 2,977,132 Class B LP Units, all of which are held by the Manager.

Office II LP has outstanding a general partnership interest, which is held by Office GP, 27,943,631 Class A LP Units, all of which are held by the REIT, and 2,308,028 Class B LP Units, of which 2,096,686 Class B LP Units are held by the Manager and 211,342 Class B LP Units are held by Slate.

The Class B LP Units are, in all material respects, economically equivalent to the Units on a per unit basis. Under each Limited Partnership Agreement, the Class B LP Units are exchangeable on a one-for-

one basis for Units (subject to adjustments) at any time at the option of their holder, unless the exchange would jeopardize the REIT's status as a "mutual fund trust" under the *Income Tax Act* (Canada) (the "**Tax Act**"). In addition, each of Office I LP and Office II LP is entitled to require the redemption of the Class B LP Units in certain specified circumstances. Class B LP Units are not transferable and the Manager has agreed not to take any action that would result in: (i) the Class B LP Units being held by a Non-Resident; or (ii) Office I LP or Office II LP failing to qualify as an "excluded subsidiary entity" for purposes of the SIFT Legislation.

Each Limited Partnership Agreement provides that taxable income of Office I LP or Office II LP will, to the extent possible, be allocated to the Manager in amounts approximating what would be realized by it if it held its interest in the REIT in Units rather than by holding Class B LP Units. The remaining taxable income of Office I LP and Office II LP will be allocated to the REIT and the applicable general partners in accordance with their respective partnership interests in Office I LP or Office II LP, as applicable. Losses of Office I LP and Office II LP will be allocated under a similar methodology.

Except as required by law and in certain specified circumstances in which the rights of a holder of Class B LP Units are affected, holders of Class B LP Units are not entitled to vote at any meeting of the holders of LP Units.

Holders of Class A LP Units are entitled to notice of, and to attend and vote at, all meetings of holders of Class A LP Units. No Class A LP Units will be issued to or held by Non-Residents.

The business and affairs of each of Office I LP and Office II LP are managed and controlled exclusively by Office GP, which is bound by the investment guidelines and operating policies applicable to the REIT.

#### **NORMAL COURSE ISSUER BID**

On January 15, 2016, the REIT announced that the TSX accepted a notice of intention to conduct a normal course issuer bid ("**NCIB**") effective as of January 26, 2016, to enable it to purchase up to 2,334,509 Units, representing approximately 10.0% of the public float, pursuant to TSX rules. In 2016, 50,813 Units of the REIT were repurchased.

On February 27, 2017, the REIT announced that the TSX had accepted its notice to renew its NCIB effective as of March 2, 2017, to enable it to purchase up to 3,890,583 Units, representing approximately 10.0% of the public float, pursuant to TSX rules. Purchases under the renewed NCIB may be made until the earlier of March 1, 2018 and the date of the notice by the REIT of termination of the bid. Units purchased under the renewed NCIB will be cancelled.



## **RISK FACTORS**

### **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 interest 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, approximately 60% of the total GLA is located in Ontario and New Brunswick. As a result, the REIT is impacted by factors specifically affecting the real estate markets in Ontario and New Brunswick and the Ontario and New Brunswick economy generally. These factors may differ from those affecting other regions of Canada. If conditions in Ontario or New Brunswick were to decline relative to conditions in other regions, 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, 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 aggregate carrying value of its 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 industrial, office and 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.

### *Current 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 Canadian 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 these economic conditions continue, 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.

## **Risk Factors Related to the Business of the REIT**

### *Acquisitions*

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 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. 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.

#### *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.

#### *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. To the extent the REIT incurs variable rate indebtedness this will result in fluctuations in the REIT's cost of borrowing as interest rates change. To the extent that interest rates rise, the REIT's operating results and financial condition could be adversely affected and decrease the amount of cash available for distribution.

The REIT's credit facilities contain covenants that 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.

#### *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. The Canadian economy in recent years has been in a low interest rate environment. A reversal of this trend, however, 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.

### *Environmental Matters*

Environmental legislation and regulations have become increasingly important in recent years. As an owner of interests in real property in Canada, the REIT will be subject to various Canadian federal, provincial 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 may 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 could 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.

The REIT's operating policy is to obtain a Phase I environmental site assessment ("**ESA**"), conducted by an independent and experienced environmental consultant, prior to acquiring a property and to have Phase II ESA work completed where recommended in a Phase I ESA. Although such ESAs 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.

Pursuant to the Phase I ESA reports that were completed in connection with the IPO, certain management plans were recommended for each of the Initial Properties and Phase II ESAs were recommended for 11 of the Initial Properties. For three of the properties, the Phase II ESAs and/or the environmental reports identified the need to develop a remediation action plan ("**RAP**") and/or a risk management plan. The Phase II ESA's for three of the properties identified the presence of chlorinated solvents, free-phase products and/or elevated concentrations of petroleum hydrocarbons and/or benzene, toluene, ethylbenzene and xylene and recommended that further work and analysis be undertaken. As a result of this additional analysis, the detailed screening level evaluations of human health and ecological risks related to chemical concentrations in soil and/or groundwater identified certain potential unacceptable health and ecological risks under existing conditions. However, the independent environmental consultant concluded that, provided the measures identified in the RAP's, the recommended risk management plans and in the environmental reports are put in place, the impacts do not pose undue ecological or human health risks and that there are no material concerns to off-site water bodies or off-site residential properties. The independent environmental consultant has developed such risk management plans, which involve conducting indoor air quality testing, implementing suitable measures to improve air quality and regular indoor air quality and groundwater monitoring at the properties, which the Manager has also implemented. Removal of free-phase products from the groundwater and the implementation of a monitoring program were also recommended as were the remediation, installation of extraction wells, and continued groundwater quality monitoring, which the

Manager has also implemented. As a result, it is possible that the REIT may be required to conduct further remediation activities (including soil and groundwater remediation) going forward. In addition, there is no assurance that the chemicals, contaminants, substances and/or products identified above have not migrated offsite, including to neighbouring properties and off-site water bodies. No claims were made by the REIT against the Manager pursuant to the indemnity. As a result, the existence of any material environmental issues could have a material adverse effect on the business, financial condition or results of the REIT.

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 its properties, there is no assurance that this will continue to be the case.

The REIT has implemented policies and procedures to assess, manage and monitor environmental conditions at its properties to minimize exposure to liability including the completion of asbestos surveys. The REIT will not be covered by environmental liability insurance, since insurance premium costs associated with insuring against environmental risks (including liability for pollution) or other hazards resulting from the nature of the REIT's business are considered by management to be disproportionate to the assessed risk. The lack of environmental insurance coverage could have an adverse impact on the REIT's future cash flows, earnings, results of operations and financial condition.

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. 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.

#### *Single Tenant Properties*

616,812 square feet of GLA of the properties, or 12.4%, is occupied by single tenants. In the event that those tenants were to terminate their tenancies or become insolvent, the REIT's financial results would be materially adversely affected. Until such a time that the REIT will be in a position to acquire more assets and further diversify its tenant base, the REIT will take certain steps to mitigate any credit risk by closely monitoring its tenants' compliance with the terms of their respective leases and to report any issues as soon as they are identified.

#### *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 Slate. The REIT and Slate will enter into certain arrangements, including those relating to the Management Agreement and ROFO Agreement. Slate 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.

#### *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 risks, 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 the Manager 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.

#### *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.

#### *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.

#### *External Management Arrangements*

The REIT relies on the Manager to act as asset and property manager of its properties. Consequently, the REIT's ability to achieve its investment objectives depends in large part on the Manager. This means that the REIT's investments are dependent upon the Manager's business contacts and the Manager's 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 the Manager 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.

Although the Management Agreement provides that the Manager will automatically be re-engaged at the expiration of each term (subject to certain termination provisions), the Manager has the right, at any time, but upon 180 days' 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 the Manager will continue to be the REIT's manager. If the Manager 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 the Manager 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.

#### *Risks Relating to the REIT's Strategic Objectives*

By specializing in a particular type of real estate, the REIT is exposed to adverse effects on that segment of the real estate market. Although the REIT currently owns properties in each of the office, retail and industrial segments, on March 6, 2015, the REIT announced that it has renewed its strategic objectives to reposition the REIT as a pure play office REIT. As a result, the REIT will become increasingly exposed to the office property market segment and any adverse effects experienced by that market segment in particular. In addition, although the REIT intends to divest its existing retail and industrial portfolios in a disciplined and orderly fashion to maximize unitholder value, the timing of such divestitures is uncertain and there is no guarantee that the REIT will be able to find purchasers for these properties or be successful in its efforts to maximize unitholder value in connection with such divestitures. While the REIT intends to primarily invest in office properties going forward, the REIT may continue to hold properties in other segments of the real estate market in certain circumstances where it deems appropriate.

#### *Joint Ventures and Partnership Arrangements*

Subject to the Declaration of Trust, the REIT may from time to time participate in joint ventures and limited partnerships with third party co-owners in real properties. Joint venture or partnership arrangements involve certain additional risks including: (i) the possibility that a co-owner may at any time have economic or business interests or goals that are inconsistent with those of the REIT or take actions contrary to the instructions or requests of the REIT or contrary to the REIT's policies or objectives with respect to its real estate investments; (ii) the risk that the co-owners with which the REIT has entered into a joint venture or partnership could experience financial difficulties or seek the protection of bankruptcy, insolvency or other laws, which could result in additional financial demands on the REIT to maintain and operate the properties or repay the co-owners' share of property debt guaranteed by the REIT or for which the REIT is jointly and severally liable and which could result in delays, expenses and other problems associated with obtaining a court approval of joint venture or partnership decisions; (iii) the need to obtain co-owners' consents with respect to certain major decisions, including the decision to distribute cash or refinance or sell a property. In addition, the sale or transfer of an interest in joint ventures and limited partnerships could be subject to rights of first refusal or first offer and certain other joint venture or limited partnership agreements may provide for buy-sell or similar arrangements. Such rights may also inhibit the ability of the REIT to sell its interest in a property or joint venture/limited partnership within the time frame or otherwise on the basis desired by the REIT. The REIT cannot be guaranteed that a joint venture partner will continue to have adequate access to capital or that they will not experience financial difficulties or that could impair their ability to perform their obligations as the REIT's joint venture partner in connection with any joint venture or limited partnership. While the REIT attempts to mitigate a number of the risks or factors discussed above in connection with any investments in joint ventures and limited partnerships, there is no guarantee that the REIT will be protected from such risks or other risks inherent in participating in any joint venture arrangement.

## **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 of Trustees may reduce or suspend cash distributions indefinitely, which could have a material adverse effect on the market price of the 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.

### *Non-Cash Distributions*

The REIT intends to make distributions in each year to Unitholders in an amount sufficient to ensure that it generally will not be liable for tax under Part I of the Tax Act in any year. Where the income (including 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.

### *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 does 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 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 to reduce distributions in order to accommodate such items.



### *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.

### *Public Market Fluctuations*

The REIT cannot predict at what price the Units will trade and there can be no assurance that an active trading market will be sustained at the price level of any equity offerings. 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.

### *Indirect Significant Ownership of Units by Slate*

As of the date of this Annual Information Form, Slate has an indirect beneficial ownership over approximately 15.1% of the Units of the REIT (undiluted) through its beneficial ownership of Units and Class B LP Units. Pursuant to the Exchange Agreement, each Class B LP Unit is exchangeable at the option of the holder for one Unit and will be attached to a Special Voting Unit, providing for voting rights in the REIT. Furthermore, pursuant to the Declaration of Trust, Slate (through the Manager) is entitled to nominate a certain number of Trustees based on the percentage of Units held by it. Accordingly, Slate has the ability to exercise influence with respect to the affairs of the REIT, significantly affect the outcome of Unitholder votes and may have the ability to effectively prevent certain fundamental transactions. Slate's significant effective interest may discourage transactions involving a change of control of the REIT, including transactions in which an investor might otherwise receive a premium for its Units over the then current market price.

Class B LP Units of Office I LP and Office II LP are exchangeable at the option of the holder for Units on a one-for-one basis (subject to customary anti-dilution adjustments). In addition, if Slate causes its affiliates to exchange such securities for Units, and sells Units in the public market, the market price of the Units could decrease. The perception among the public that these sales will occur could also produce such effect.

## **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 Mutual Fund Trusts*

Management of the REIT believes the REIT currently qualifies as a mutual fund trust for income tax purposes. If the REIT were not to so qualify, the consequences could be material and adverse.

### *REIT Exception*

The Tax Act contains rules (the "**SIFT Legislation**"), 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 REIT will not be considered a SIFT trust, and therefore will not be subject to tax under the SIFT Legislation, for a taxation year if it satisfies the exclusion from the definition of “SIFT trust” in the Tax Act for a trust qualifying as a “real estate investment trust” as defined in subsection 122.1(1) of the Tax Act (the “**REIT Exception**”) for that year. The REIT Exception is comprised of a number of technical tests and the determination as to whether the REIT qualifies for the REIT Exception in any particular taxation year can only be made with certainty at the end of that taxation year. Management of the REIT believes that the REIT qualifies for the REIT Exception, as currently enacted, and management expects that the REIT will qualify for the REIT Exception throughout 2016 and in each subsequent taxation year. However, no assurances can be given that future investments or activities undertaken by the REIT will not result in the REIT failing to qualify for the REIT Exception in 2016 or any subsequent taxation year.

The REIT also expects that each direct or indirect subsidiary of the REIT that might also qualify as a SIFT trust or “SIFT partnership” will qualify as an “excluded subsidiary entity”, as defined in the Tax Act, (and, therefore, not be subject to tax under the SIFT Legislation) throughout 2016 and subsequent taxation years.

The likely effect of the application of the SIFT Legislation to the REIT or its subsidiaries on the market for Units and on the REIT’s ability to finance future acquisitions through the issue of Units or other securities is unclear. If tax under the SIFT Legislation applies to the REIT or its subsidiaries, it may adversely affect the marketability of the Units, the amount of cash available for distributions and the after-tax return to investors.

#### *Change of Tax Laws*

There can be no assurance that Canadian tax laws, the judicial interpretation thereof, the terms of any income tax treaty applicable to the REIT or its affiliates or the administrative and assessing practices and policies of the Canada Revenue Agency will not change in a manner that adversely affects the REIT, its affiliates or Unitholders. Any such change could affect the REIT’s eligibility for the REIT Exception, increase the amount of tax payable by the REIT or its affiliates, or otherwise adversely affect Unitholders by reducing the amount available to pay distributions or changing the tax treatment applicable to Unitholders in respect of such distributions.

#### *Restrictions on Redemptions*

The entitlement of Unitholders to receive cash upon the redemption of their Units is 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 month must not exceed \$50,000 (provided that such limitation may be waived at the discretion of the Trustees); (ii) at the time such Units are tendered for redemption, the outstanding Units must be listed for trading on a stock exchange or traded or quoted on another market which the Trustees consider, in their sole discretion, provides fair market value prices for the Units; (iii) the trading of Units is not suspended or halted on any stock exchange on which the Units are listed (or, if not listed on a stock exchange, on any market on which the Units are quoted for trading) on the Redemption Date for more than five trading days during the 10-day trading period commencing immediately after the Redemption Date; and (iv) the redemption of the Units must not result in the delisting of the Units on the principal stock exchange on which the Units are listed.

## MARKET FOR SECURITIES

The Units are listed and posted for trading on the TSX under the symbol "SOT.UN". Prior to March 16, 2015, the Units were listed on the TSX under the symbol "F.UN". The following table sets forth the high and low reported trading prices and the trading volume of the Units on the TSX for the periods indicated:

Month (2016)	SOT.UN High (\$)	SOT.UN Low (\$)	SOT.UN Volume
January	\$7.14	\$6.52	49,700
February	7.37	6.80	36,900
March	7.95	7.20	52,600
April	8.02	7.51	45,800
May	8.15	7.80	51,100
June	8.11	7.36	110,700
July	8.36	7.47	106,400
August	8.90	8.20	151,400
September	8.56	8.13	147,100
October	8.55	8.27	67,700
November	8.38	7.54	150,900
December	7.95	7.65	144,900

## DISTRIBUTION POLICY AND HISTORY

### General

The Board of Trustees has full discretion with respect to the timing and extent of distributions, including the adoption, amendment or revocation of any distribution policy. In determining the amount of monthly cash distributions paid to Unitholders, the Board of Trustees applies discretionary judgment to forward-looking cash flow information, including forecasts and budgets. As net income calculated in accordance with IFRS recognizes certain revenues and expenses at time intervals that do not match the receipt of or the payment of cash, the Board of Trustees considers AFFO when establishing cash distributions to Unitholders, as well as other factors. The excess of AFFO over cash distributions represents a measure of operating cash flow retained in the business.

For the year ended December 31, 2016, the AFFO pay-out ratio was 87.6%. It is the REIT's intention to maintain a conservative AFFO payout ratio to continue to provide steady and reliable distributions to unitholders. As a result, the REIT is focused on maintaining a policy that provides a high level of certainty that the distribution will be maintained or increased over time.

Management of the REIT believes that a conservative payout ratio would allow the REIT to meet its internal funding needs, while being able to support stable growth in cash distributions. However, subject to compliance with the Declaration of Trust, the actual payout ratio will be determined by the Trustees in their discretion. Pursuant to the Declaration of Trust, 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. Any increase or reduction in the percentage of AFFO to

be distributed to Unitholders will result in a corresponding increase or decrease in distributions on Class B LP Units.

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.

### **Distribution Reinvestment Plan**

On March 21, 2013, the REIT adopted a Distribution Reinvestment Plan (the "**Plan**"). Eligible Unitholders, which include holders of Class B LP Units, that elect to participate in the Plan will have all cash distributions of the REIT automatically reinvested in additional Units at a price per Unit calculated by reference to the weighted average of the trading price for the Units on the TSX for the five trading days immediately preceding the relevant Distribution Date. Computershare Trust Company of Canada is the agent and administrator of the Plan.

The REIT can issue, in the aggregate, up to 295,000 Units under the Plan, and may increase the number of Units available to be issued under the Plan at any time, subject to the approval of the TSX.

No brokerage commission will be payable in connection with the purchase of Units under the Plan and all administrative costs of the Plan are borne by the REIT.

Unitholders resident outside of Canada are not entitled to participate in the Plan. Upon ceasing to be a resident of Canada, a Unitholder must terminate such Unitholder's participation in the Plan. A copy of the Plan is available on the REIT's website at [www.slateam.com/reits/office](http://www.slateam.com/reits/office).

### **Distribution History**

During the twelve months ended December 31, 2016, the REIT declared monthly distributions of \$0.0625 per Unit. The distributions were paid on or about the 15th day of the month following declaration.

### **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 REIT is authorized to issue an unlimited number of Units and an unlimited number of Special Voting Units. 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. As at December 31, 2016 there were 40,743,637 Units and 5,285,160 Special Voting Units outstanding.

### **Units**

No Unit has any preference or priority over another. Each Unit represents a Unitholder's proportionate undivided beneficial ownership interest in the REIT and confers the right to one vote at any meeting of Unitholders and to participate pro rata in any distributions by the REIT, whether of net income, net realized capital gains or other amounts and, in the event of termination or winding-up of the REIT, in the

net assets of the REIT remaining after satisfaction of all liabilities. Units will be fully paid and non-assessable when issued and are transferable. The Units are redeemable at the holder's option and, except as set out in "*Declaration of Trust*" and "*Arrangements with the Manager and Slate*", the Units have no other conversion, retraction, redemption or pre-emptive rights. Fractional Units may be issued as a result of an act of the Trustees, but fractional Units will not entitle the holders thereof to vote, except to the extent that such fractional Units may represent in the aggregate one or more whole Units.

### **Special Voting Units**

Special Voting Units have no economic entitlement in the REIT but entitle the holder to one vote per Special Voting Unit at any meeting of the Unitholders of the REIT. Special Voting Units may only be issued in connection with or in relation to Class B LP Units for the purpose of providing voting rights with respect to the REIT to the holders of such securities. Notwithstanding the foregoing, the REIT was permitted to issue Special Voting Units to the Manager pursuant to the acquisition completed in connection with the IPO absent a contemporaneous issuance of Class B LP Units to the Manager. Special Voting Units will be issued in conjunction with the Class B LP Units to which they relate, and will be evidenced only by the certificates representing such Class B LP Units. Special Voting Units will not be transferable separately from the Class B LP Units to which they are attached and will be automatically transferred upon the transfer of such Class B LP Units. Upon the exchange or surrender of a Class B LP Unit for a Unit, the Special Voting Unit attached to such Class B LP Unit 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.

### **Preferred Units**

Subject to the Board of Trustees executing an amendment to the Declaration of Trust providing for their creation, preferred units of the REIT (the "**Preferred Units**") may from time to time be created and issued in one or more classes (each of which may be comprised of unlimited series), and the Board of Trustees may fix from time to time before such issue the number of Preferred Units which is to comprise each class and series and the designation, rights, privileges, restrictions and conditions attaching to each class and series of Preferred Units including, without limiting the generality of the foregoing, any voting rights, the rate or amount of distributions (which may be cumulative or non-cumulative and variable or fixed) or the method of calculating distributions, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion, if any, any rights on the liquidation, dissolution or winding-up of the REIT, and any sinking fund or other provisions.

The Preferred Units of each class and series shall, with respect to the payment of distributions (other than distributions paid solely through the distribution of additional Units) and the distribution of assets of the REIT or return of capital in the event of liquidation, dissolution or winding-up of the REIT, whether voluntary or involuntary, or any other return of capital or distribution of assets of the REIT among its Unitholders for the purpose of winding-up its affairs, be entitled to preference over the Units ranking by their terms junior to the Preferred Units. The Preferred Units of any series may also be given such other preferences, not inconsistent with the Declaration of Trust, over the Units ranking by their terms junior to the Preferred Units. If any cumulative distributions or amounts payable on the return of capital in respect of a series of Preferred Units are not paid in full, all classes and series of Preferred Units of equal ranking shall participate rateably in respect of accumulated distributions and return of capital, based on the accumulated distributions and return of capital of a class and series of Preferred Units as a proportion of the accumulated distributions and return of capital of all classes and series of Preferred Units of equal ranking.

The REIT has no present intention of issuing Preferred Units, but wishes to have the flexibility to do so in the future as a means of seeking an alternate source of equity financing. The REIT will not create or issue Preferred Units for anti-takeover purposes.

## Rights of Unitholders

The Units are not “deposits” within the meaning of the *Canada Deposit Insurance Corporation Act* and are not insured under the provisions of such Act or any other legislation. The Units are not shares in the REIT and, although the protections, rights and remedies set out in the Declaration of Trust are similar to those provided under the *Canada Business Corporations Act* (“**CBCA**”), Unitholders do not have statutory rights of shareholders of a corporation including, for example, “dissent rights” in respect of certain corporate transactions and fundamental changes, the right to apply to a court to order the liquidation or dissolution of the REIT, or the right to bring “oppression” or “derivative” actions. Furthermore, the REIT is not a trust company and accordingly, is not registered under any trust and loan company legislation as it does not carry on or intend to carry on the business of a trust company.

## ARRANGEMENTS WITH THE MANAGER AND SLATE

### Overview

As at the date of this Annual Information Form, Slate indirectly holds 5,285,160 Class B LP Units (being all of the Class B LP Units that are issued and outstanding) and 1,687,251 Units representing an approximate 15.1% economic interest in the REIT. Each Class B LP Unit is exchangeable at the option of the holder for one Unit (subject to customary anti-dilution adjustments), is accompanied by one Special Voting Unit (which provides for the same voting rights in the REIT as a Unit) and is entitled to distributions of cash from Office I LP or Office II LP, as applicable, equal to the cash distributions paid to holders of Units by the REIT.

Pursuant to the Declaration of Trust, Slate has the right to nominate one Trustee for election to the Board of Trustees (depending on the size of the Board of Trustees and the level of Slate's direct or indirect ownership interest in the REIT). See “*Declaration of Trust*” and “*Trustees and Executive Officers of the REIT*”.

### Exchange Agreement

On December 28, 2012, REIT, Office I LP and the Manager entered into an exchange agreement (the “**Exchange Agreement**”). The Exchange Agreement governs the mechanics by which the Manager may require the REIT to exchange each Class B LP Unit for one Unit, subject to customary anti-dilution adjustments and the adjustments described under “*Declaration of Trust*”.

The Exchange Agreement was amended on December 17, 2014 and Slate GTA was added as party to the agreement in connection with the GTA Acquisition. The original Exchange Agreement was amended to facilitate the exchange of Office II Class B LP Units for Units, to provide the same rights to Slate GTA in respect of the Office II Class B LP Units as the Manager had in respect of the Office I Class B LP Units, and to make certain other consequential amendments.

The exchange procedure may be initiated at any time by the holder of a Class B LP Unit so long as all of the following conditions have been met:

- (a) the exchange would not cause the REIT to breach the restrictions respecting Non-Resident (within meaning of the Tax Act) ownership contained in the REIT's Declaration of Trust as described under “*Declaration of Trust*” or otherwise cause it to cease to be a “mutual fund trust” for purposes of the Tax Act or create a substantial risk of such cessation;
- (b) the REIT is legally entitled to issue the Units in connection with the exercise of the exchange rights; and

- (c) the person receiving the Units upon the exercise of the exchange rights complies with all applicable securities laws.

The Exchange Agreement provides that, so long as the Manager, directly or indirectly, holds at least a 10% ownership interest in the REIT, calculated on a fully-diluted basis, the Manager will have, subject to certain exceptions, pre-emptive rights to purchase Class B LP Units and/or Units to maintain its pro rata ownership interest in the REIT in the event that the REIT or any of its subsidiaries decides to issue equity securities, or securities convertible into or exchangeable for equity securities, to third parties. Upon exercise of this right, the Manager will be entitled to participate in the issue of such securities at the most favourable price and on the most favourable terms as such securities are offered to any third party.

Pursuant to the terms of the Exchange Agreement, so long as the Manager, directly or indirectly, holds at least a 20% ownership interest in the REIT (calculated on a fully-diluted basis) the Manager will be granted demand and “piggy-back” registration rights by the REIT that will enable it to require the REIT to file a prospectus and otherwise assist with a public offering of Units, subject to certain limitations. The expenses in respect of the exercise by the Manager of its “piggy back” rights, subject to certain exceptions, will be borne by the REIT, except that any underwriting fee on the sale of Units by the Manager and the fees of the Manager's external legal counsel will be borne by the Manager. The expenses in respect of an exercise by the Manager of its demand rights, subject to certain exceptions, will be borne by the REIT and the Manager on a proportionate basis according to the number of Units distributed by each.

The Exchange Agreement also provides that if one of the Limited Partnerships has insufficient funds to pay any distribution on its Class B LP Units required pursuant to its Limited Partnership Agreement to be paid concurrently with, and in an amount equal to, the distribution that such holders would have received if they held that number of Units, then the REIT shall advance to such Limited Partnership, by way of a loan or equity investment, funds to facilitate such distribution.

### **ROFO Agreement**

The REIT and the Manager are party to a right of first offer agreement (the “**ROFO Agreement**”) dated December 28, 2012, and amended effective November 4, 2014, which gives the REIT the right of first offer to acquire office properties that the Manager owns or in which it has a direct or indirect interest, prior to disposition of any such properties to a third party which will be on terms not materially less favourable to the REIT than those offered by or to such third party. It is anticipated that the REIT may from time to time enter into transactions with certain related parties, including the Manager or any of its subsidiaries and/or pursuant to the exercise of the REIT's right of first offer under the ROFO Agreement described above, directly or indirectly through Office I LP or Office II LP and/or its direct and indirect subsidiaries.

The ROFO Agreement provides that if at any time and from time to time, the Manager determines that it desires to sell, or receives and desires to accept an offer to acquire (directly or indirectly by way of the sale or acquisition of securities), one or more office properties that the Manager owns or in which it has a direct or indirect interest (a “**Proposed Disposition**”), the Manager will, by notice in writing, advise the REIT of such opportunity. Such a notice must outline all of the material terms and conditions of the Proposed Disposition and be accompanied by all material information relating to the Proposed Disposition as is in the control or possession of the Manager. The REIT will have up to 10 business days to notify the Manager, in the form of an executed non-binding letter of intent and accompanying refundable deposit, if it intends to acquire the Proposed Disposition. If the REIT reasonably believes that the information contained in the investment proposal is insufficient for it to make an investment decision, and notifies the Manager of same, the Manager must make reasonable commercial efforts to provide the REIT with such further information as is requested by the REIT and the REIT will have up to 10 business days from receipt of such additional information to notify the Manager, in the form of an executed non-binding letter of intent and accompanying refundable deposit, if it intends to acquire the Proposed Disposition. If the REIT is unwilling to acquire the Proposed Disposition at the proposed price, the REIT may counter, in the form of an executed non-binding letter of intent, with a minimum reservation price, below which price the Manager would be unable to sell the Proposed Disposition to a third party for a period of 180 days,

following which period any sale of the property would be considered a new Proposed Disposition. If the REIT notifies the Manager that it does not wish to acquire the Proposed Disposition, or the applicable period for the REIT providing notice to the Manager lapses, the Manager will be entitled to complete the sale of the Proposed Disposition within the following 180 days to any third party on terms not materially more favourable to the third party than those offered to the REIT. The right of first offer may be subject to the rights of lenders under certain loan documents securing properties in which the Manager has an interest.

### **Fortis Subscription and Sale**

In connection with the Fortis Acquisition, Fortis entered into a subscription agreement with the REIT (the “**Fortis Subscription Agreement**”) whereby Fortis subscribed for Units pursuant to the 2015 Private Placement. As of November 17, 2016, Fortis announced that it had agreed to sell 4,729,729 Units of the REIT on a “bought block trade” basis to a syndicate of underwriters. As of the date hereof, Fortis no longer holds any Units in the REIT.

## **SJHP JOINT VENTURE**

### **Overview**

On June 30, 2015, in connection with the SJHP Joint Venture, SJHP acquired a 90% co-ownership interest in the Co-Owned Properties for a purchase price of \$126 million, and entered into a co-ownership agreement dated June 30, 2015 (the “**Co-Ownership Agreement**”) between SJHP and the REIT granting each co-owner certain standard co-ownership rights, including rights of first offer, rights of first refusal and compulsory buy/sell rights. Subsequently, on December 22, 2015, the REIT increased its interest in the Co-Owned Properties from 10% to 30% for a purchase price of approximately \$28 million with SJHP holding the resulting 70% co-ownership interest in the Co-Owned Properties. Slate was appointed as asset and corporate manager to manage all aspects of the Co-Owned Properties and the co-owners’ interests therein. Effective June 15, 2016, the REIT increased its interest in the Co-Owned Properties from 30% to 49% for an additional investment of approximately \$27.3 million, and effective September 8, 2016, the REIT increased its interest in the Co-Owned Properties by 51% to 100% for an additional investment of \$73.4 million. The Co-Ownership Agreement was terminated on September 8, 2016 concurrent with the REIT increasing its interest in the Co-Owned Properties to 100%.

## **BORROWING AND CREDIT FACILITIES**

### **Overview**

The REIT’s overall borrowing policy is to obtain secured mortgage financing, with a term to maturity that is appropriate having regard to the lease maturity profile for each property and which allows the REIT to (i) achieve and maintain staggered debt maturities to lessen exposure to interest rate fluctuations and re-financing risk in any particular period, (ii) extend loan terms when borrowing conditions are favourable, and (iii) provide flexibility with respect to property operations. Subject to market conditions and the growth of the REIT, management’s target is to maintain total indebtedness at approximately 55% of gross book value (“**GBV**”). The success of this strategy is dependent upon debt market parameters existing at the time of borrowing, as well as the particular features and quality of the underlying assets being financed. If this strategy is unsuccessful, debt principal repayments would be funded by operating cash flows, additional draws under the Revolving Credit Facility, financing of unencumbered income-producing properties or by issuances of equity or debt securities.

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 the GBV of its assets (including convertible debentures).



Interest rates and debt maturities will be reviewed regularly by the Trustees to ensure the appropriate debt management strategies are implemented. The REIT intends to finance its ongoing operations with a combination of, primarily, fixed rate secured debt with staggered maturities and floating rate secured short-term, construction and/or revolving debt. The fixed rate debt is expected to be comprised primarily of first charge mortgages. The REIT intends to satisfy principal repayments and other capital expenditures in future years through a combination of re-financing of the REIT's existing mortgages, the REIT's working capital and through the REIT's revolving credit facility.

The total indebtedness of the REIT as at December 31, 2016 was 59.1% of total assets.

### **Revolving Credit Facility**

On December 28, 2012, a Canadian chartered bank provided the REIT with an \$8.0 million revolving credit facility (the "**Revolving Credit Facility**"). The maximum amount to be drawn under the Revolving Credit Facility was increased in June 2013 to \$14.0 million, in February 2014 to \$17.0 million, in November 2015 to \$35.0 million, and in March 2016 to \$45.0 million. The expiry date was extended with each increase and the Revolving Credit Facility now matures on November 30, 2017. The Revolving Credit Facility is secured by five investment properties and two parking lots and bears interest at bankers' acceptance rate plus 200 bps per annum and a standby fee of 0.5% charged quarterly in arrears based on the average daily undrawn amount. As at December 31, 2016, the security for the Revolving Credit Facility includes Saskatchewan Place, Airport Road Shopping Centre, 280 Broadway Avenue, 114 Garry Street, 1189 Colonel Sam Drive, and the two parking lots located at 286 Broadway Avenue and 68 Smith Street. The Revolving Credit Facility is being used by the REIT for general corporate purposes, including acquisitions.

The amount available for drawdown under the Revolving Credit Facility is computed on the 12 month trailing net operating income and the appraised values of the secured properties, up to a maximum of \$45 million, subject to achieving a minimum occupancy threshold by the secured investment properties.

As at December 31, 2016, the REIT had a \$33.0 million outstanding balance on the Revolving Credit Facility, and was compliant with all financial covenants.

The ability of the REIT to borrow under the Revolving Credit Facility remains subject to the limitations on the ability of the REIT to incur indebtedness contained in the Declaration of Trust. The Revolving Credit Facility provides the REIT with flexibility to add or remove properties from the borrowing base, subject to compliance with certain conditions.

### **Revolving Operating Facility**

On June 30, 2015, in connection with the Fortis Transaction, the REIT entered into a 3-year variable rate revolving operating facility in the maximum amount of \$230.0 million (the "**Revolving Operating Facility**") with Canadian chartered banks. The Revolving Operating Facility was put in place to assist in the financing of the Fortis Acquisition Properties as well as to provide funds for the use in property improvement costs relating to the Fortis Acquisition Properties. The Revolving Operating Facility has a maturity date of June 30, 2018. The Revolving Operating Facility is secured by certain of the Fortis Acquisition Properties, excluding the Co-Owned Properties, and is governed by a dynamic availability test based on the lesser of the margined appraised value and a refinancing amount of each property pledged as security.

As at December 31, 2016, the REIT had a \$183.2 million outstanding balance on the Revolving Operating Facility, and was compliant with all financial covenants.

The ability of the REIT to borrow under the Revolving Operating Facility remains subject to the limitations on the ability of the REIT to incur indebtedness contained in the Declaration of Trust. The Revolving

Operating Facility provides the REIT with flexibility to add or remove properties from the borrowing base, subject to compliance with certain conditions.

### Term Loan Facility

On June 30, 2015, in connection with the SJHP Joint Venture, the REIT and SJHP entered into a 2-year variable term loan facility in the maximum amount of \$105 million (the “**Term Loan Facility**”) with a Canadian chartered bank. The Term Loan Facility is guaranteed by a limited recourse guarantee provided by the REIT for the greater of 10% of the outstanding amount of the Term Loan Facility and the total ownership interest of the REIT and its affiliates in the Co-Owned Properties multiplied by the Term Loan Facility. The Term Loan Facility has a maturity date of June 30, 2017 and is secured by the Co-Owned Properties. As a result of the REIT and its affiliates increasing its ownership in the Co-Owned Properties from 10% to 30%, from 30% to 49% and from 49% to 100%, the REIT, in each case, entered into assumption and confirmation agreements pursuant to which the REIT assumed additional obligations under the Term Loan Facility with the result that the REIT and its affiliates are now 100% liable under the Term Loan Facility in respect of the liabilities and obligations thereunder.

As at December 31, 2016, the REIT had an approximately \$105.0 million outstanding balance on the Term Loan Facility, and was compliant with all financial covenants.

### Outstanding Mortgages

At December 31, 2016, the REIT had \$282 million of mortgages payable, bearing a weighted average interest rate of 3.28%. This rate reflects the marking-to-market of interest rates at the point of acquisition for all debts assumed in conjunction with property acquisitions. The mortgages payable have a weighted average term to maturity of 5.9 years. The following table outlines the REIT's annual principal payments and maturity schedule, together with the annual weighted average interest rates:

For the Periods Ending	Annual Principal Payments (000's)	Principal Repayments on Maturity (000's) <sup>(1)</sup>	Total (000's)	Percentage	Weighted Average Contractual Interest Rate <sup>(1)(2)</sup>
December 31, 2017	\$ 4,771	138,000	142,771	23.6%	3.1%
December 31, 2018	4,899	185,284	190,183	31.4%	2.9%
December 31, 2019	5,082	10,376	15,458	2.6%	4.4%
December 31, 2020	4,905	0	4,905	0.8%	0.0%
December 31, 2021	5,074	179,918	184,992	30.5%	3.3%
Thereafter	23,644	43,551	67,195	11.1%	4.1%
	\$ 48,375	557,129	605,509	100%	

<sup>(1)</sup> Includes payments under interest rate swaps.

## DECLARATION OF TRUST

### General

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. Although the REIT currently qualifies as a “mutual fund trust” as defined in the Tax Act, the REIT will not be a “mutual fund” as defined by applicable securities legislation. The following section is a summary which do not purport to be complete with respect to the material attributes of the Declaration of Trust. Reference should be made to the Declaration of Trust for the full text of its provisions. A copy of the Declaration of Trust is available on SEDAR at [www.sedar.com](http://www.sedar.com).

## 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) for the election or removal of Trustees, (ii) the appointment or removal of the Auditors, (iii) the approval of amendments to the Declaration of Trust (except as described below under “*Amendments to 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 the Trustees and the appointment of the Auditors. 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 10% of the Voting Units then outstanding. A requisition must state in reasonable detail the business proposed to be transacted at the meeting. 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.

Unitholders may attend and vote at all meetings of Unitholders either in person or by proxy. Two persons present in person or represented by proxy, and such persons holding or representing by proxy not less in aggregate than 5% of the total number of outstanding Units and Special Voting Units, will constitute a quorum for the transaction of business at all such meetings. Any meeting at which a quorum is not present within one-half hour after the time fixed for the holding of such meeting, if convened upon the request of the Unitholders, will be terminated, but in any other case, the meeting will stand adjourned to a day not less than 14 days later and to a place and time as chosen by the chair of the meeting, and if at such adjourned meeting a quorum is not present, the Unitholders present either in person or by proxy will be deemed to 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 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 of Trustees 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: (a) by or at the direction of the Board of Trustees, including pursuant to a notice of meeting; (b) 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 (c) by any person (a “**Nominating 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 Unitholder, the Nominating Unitholder must have given timely notice thereof in proper written form to the Trustees. To be timely, a Nominating Unitholder's notice to the Trustees must be made: (a) in the case of an annual meeting of Unitholders, not less than 30 nor more than 60 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 Unitholder may be made not later than the close of business on the tenth (10th) day following the Notice Date; and (b) 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 fifteenth (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. In no event shall any adjournment or postponement of a meeting of Unitholders or the announcement thereof commence a new time period for the giving of a Nominating Unitholder's notice as described above.

To be in proper written form, a Nominating Unitholder's notice to the Trustees must set forth: (a) as to each person whom the Nominating 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 (b) as to the Nominating Unitholder giving the notice, any proxy, contract, arrangement, understanding or relationship pursuant to which such Nominating Unitholder has a right to vote any Units and any other information relating to such Nominating 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. 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.

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 of Trustees may, in its sole discretion, waive any requirement in the Advance Notice Provision.

### **Amendments to 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, reclassification or cancellation of all or part of the Units, Special Voting Units or Preferred Units;
- (b) the addition, change or removal of the rights, privileges, restrictions or conditions attached to the Units, Special Voting Units or Preferred Units;

- (c) any constraint of the issue, transfer or ownership of the Units, Special Voting Units or Preferred Units or the change or removal of such constraint;
- (d) 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);
- (e) 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);
- (b) 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 except as described herein, the amendment of the investment guidelines and operating policies of the REIT. See “*Investment Guidelines and Operating Policies — Amendments to Investment Guidelines and Operating Policies*”.

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

- (a) aimed at ensuring continuing compliance with applicable laws, regulations, requirements or policies of any governmental authority having jurisdiction over: (i) the Trustees or the REIT; (ii) the status of the REIT as a “mutual fund trust” under the Tax Act ; or (iii) the distribution of Units;
- (b) which, in the opinion of the Trustees, provide additional protection for the Unitholders;
- (c) to remove any conflicts or inconsistencies in the Declaration of Trust or to make minor corrections which are, in the opinion of the Trustees, necessary or desirable and not prejudicial to the Unitholders;
- (d) which, in the opinion of the Trustees, are necessary or desirable to remove conflicts or inconsistencies between the disclosure in this prospectus and the Declaration of Trust;
- (e) of a minor or clerical nature or to correct typographical mistakes, ambiguities or manifest omissions or errors, which amendments, in the opinion of the Trustees, are necessary or desirable and not prejudicial to the Unitholders;
- (f) which, in the opinion of the Trustees, are necessary or desirable: (i) to ensure continuing compliance with IFRS; or (ii) to ensure the Units qualify as equity for purposes of IFRS;
- (g) which, in the opinion of the Trustees, are necessary or desirable to enable the REIT to implement a Unit option or purchase plan or issue Units for which the purchase price is payable in instalments;
- (h) which, in the opinion of the Trustees, are necessary or desirable and not prejudicial to the Unitholders, (i) to create and issue one or more new classes of Preferred Units (each of which may be comprised of unlimited series) that rank in priority to the Units and Special Voting Units (in payment of distributions and in connection with (o) any termination or winding-up of the REIT), and/or (ii) to remove the redemption right attaching to the Units and convert the REIT into a closed-end limited purpose trust;
- (i) which, in the opinion of the Trustees, are necessary or desirable for the REIT to qualify for a particular status under, or as a result of changes in, taxation or other laws, or the interpretation of such laws, including to qualify for the definition of “real estate investment

trust” in the Tax Act or to otherwise prevent the REIT or any of its Subsidiaries from becoming subject to tax under the SIFT Legislation;

- (j) to create one or more additional classes of units solely to provide voting rights to holders of shares, units or other securities that are exchangeable for Units entitling the holder thereof to a number of votes not exceeding the number of Units into which the exchangeable shares, units or other securities are exchangeable or convertible but that do not otherwise entitle the holder thereof to any rights with respect to the REIT’s property or income other than a return of capital; and
- (k) for any purpose (except one in respect of which a Unitholder vote is specifically otherwise required) which, in the opinion of the Trustees, is not prejudicial to Unitholders and is necessary or desirable.

Pursuant to the Declaration of Trust, no amendment shall be made that limits or alters the nomination rights of the Manager without the express written consent of the Manager, provided that the Manager and its affiliates hold, directly or indirectly, at least a 10% ownership interest in the REIT, calculated on a fully-diluted basis.

### **Redemption Right**

Units are redeemable at any time on demand by the holders thereof upon delivery to the REIT of a duly completed and properly executed notice requesting redemption in a form reasonably acceptable to the Trustees, together with written instructions as to the number of Units to be redeemed. A Unitholder not otherwise holding a fully registered Unit certificate who wishes to exercise the redemption right will be required to obtain a redemption notice form from the Unitholder’s investment dealer who will be required to deliver the completed redemption notice form to the REIT and to CDS Clearing and Depository Services (“**CDS**”). Upon receipt of the redemption notice by the REIT, all rights to and under the Units tendered for redemption shall be surrendered and the holder thereof will be entitled to receive a price per Unit (the “**Redemption Price**”) equal to the lesser of:

- (a) 90% of the “Market Price” of a Unit calculated as of the date on which the Units were surrendered for redemption (the “**Redemption Date**”); and
- (b) 100% of the “Closing Market Price” on the Redemption Date.

For purposes of this calculation, the “Market Price” of a Unit as at a specified date will be:

- (a) an amount equal to the weighted average trading price of a Unit on the principal exchange or market on which the Units are listed or quoted for trading during the period of 10 consecutive trading days ending on such date;
- (b) an amount equal to the weighted average of the closing market prices of a Unit on the principal exchange or market on which the Units are listed or quoted for trading during the period of 10 consecutive trading days ending on such date, if the applicable exchange or market does not provide information necessary to compute a weighted average trading price; or
- (c) if there was trading on the applicable exchange or market for fewer than five of the 10 trading days, an amount equal to the simple average of the following prices established for each of the 10 consecutive trading days ending on such date: the simple average of the last bid and last asking price of the Units for each day on which there was no trading; the closing price of the Units for each day that there was trading if the exchange or market provides a closing price; and the simple average of the highest and lowest prices

of the Units for each day that there was trading, if the market provides only the highest and lowest prices of Units traded on a particular day.

The "Closing Market Price" of a Unit for the purpose of the foregoing calculations, as at any date will be:

- (a) an amount equal to the weighted average trading price of a Unit on the principal exchange or market on which the Units are listed or quoted for trading on the specified date and the principal exchange or market provides information necessary to compute a weighted average trading price of the Units on the specified date;
- (b) an amount equal to the closing price of a Unit on the principal market or exchange if there was a trade on the specified date and the principal exchange or market provides only a closing price of the Units on the specified date;
- (d) an amount equal to the simple average of the highest and lowest prices of the Units on the principal market or exchange, if there was trading on the specified date and the principal exchange or market provides only the highest and lowest trading prices of the Units on the specified date; or
- (e) the simple average of the last bid and last asking prices of the Units on the principal market or exchange, if there was no trading on the specified date.

If Units are not listed or quoted for trading in a public market, the Redemption Price will be the fair market value of the Units, which will be determined by the Trustees in their sole discretion.

The aggregate Redemption Price payable by the REIT in respect of any Units surrendered for redemption during any calendar month will be paid by cheque, drawn on a Canadian chartered bank or trust company in Canadian dollars within 30 days after the end of the calendar month in which the Units were tendered for redemption, provided that the entitlement of Unitholders to receive cash upon the redemption of their Units is subject to the limitations that: (i) the total amount payable by the REIT in respect of such Units and all other Units tendered for redemption in the same calendar month must not exceed \$50,000 (provided that such limitation may be waived at the discretion of the Trustees); (ii) on the date such Units are tendered for redemption, the outstanding Units must be listed for trading on the TSX or traded or quoted on any other stock exchange or market which the Trustees consider, in their sole discretion, provides representative fair market value prices for the Units; (iii) the normal trading of Units is not suspended or halted on any stock exchange on which the Units are listed (or, if not listed on a stock exchange, in any market where 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 before the Redemption Date; and (iv) the redemption of the Units must not result in the delisting of the Units the principal stock exchange on which the Units are listed.

Cash payable on redemptions will be paid pro rata to all Unitholders tendering Units for redemption in any month. To the extent a Unitholder is not entitled to receive cash upon the redemption of Units as a result of any of the foregoing limitations, then the balance of the Redemption Price for such Units will, subject to any applicable regulatory approvals, be paid and satisfied by way of a distribution in specie to such Unitholder of Redemption Notes. In the event of distributions of Redemption Notes, each Redemption Note so distributed to the redeeming holder of Units shall be in the principal amount of \$100 or such other amount as may be determined by the Trustees. No fractional Redemption Notes shall be distributed and where the number of Redemption Notes to be received upon redemption by a holder of Units would otherwise include a fraction, that number shall be rounded down to the next lowest whole number. The Trustees may deduct or withhold from all payments or other distributions payable to any Unitholder pursuant to the Declaration of Trust all amounts required by law to be so withheld. Where the REIT makes a distribution in specie on the redemption of Units of a Unitholder, the REIT currently intends to allocate to that Unitholder any capital gain or income realized by the REIT on or in connection with such distribution.

## **Purchase 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 and the Exchange Agreement will provide that in the event that a non-exempt take-over bid from a person acting at arm’s length to holders of LP Units (or any affiliate or associate thereof) is made for Units, unless the take-over bid is structured to permit holders of LP Units to both exchange 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 LP Units will be amended such that the exchange ratio shall be varied to equal 110% of the exchange ratio then in effect (such that on conversion, exercise or exchange the holder shall receive 1.1 Units for each 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 LP Units will also not be adjusted until the exchange right is actually exercised.

## **Issuance of Units**

The REIT may issue new Units from time to time, in such manner, for such consideration and to such person or persons as the Trustees shall determine. Unitholders will not have any pre-emptive rights whereby additional Units proposed to be issued would be first offered to existing Unitholders, except that for so long as the Manager continues to hold at least a 10% voting interest in the REIT, the Manager will have the pre-emptive right, subject to any applicable regulatory approvals, to purchase additional Units issued by the REIT to maintain its pro rata voting interest in the REIT. 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, including the DRIP. See “*Distribution Policy*”.

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. Where amounts distributed represent income, Non-Resident holders will be subject to withholding tax and 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.



## **Transfer and Exchange of Units**

Transfers of beneficial ownership of Units will be effected through records maintained by CDS or its nominees (with respect to interests of participants) and on the records of participants (with respect to interests of persons other than participants). Unless the REIT elects, in its sole discretion, to prepare and deliver definitive certificates representing the Units, beneficial owners who are not participants in the book-entry system administered by CDS, but who desire to purchase, sell or otherwise transfer ownership, may do so only through participants in the book- entry system administered by CDS.

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

Registered holders of definitive certificates representing Units may transfer such Units upon payment of taxes or other charges incidental thereto, if any, by executing and delivering a form of transfer together with the Unit certificates to the registrar for the Units at its principal office in the City of Toronto, Ontario or such other city or cities as may from time to time be designated by the REIT, whereupon new Unit certificates will be issued in authorized denominations in the same aggregate principal amount as the Unit certificates so transferred, registered in the name of the transferees.

## **Limitation on Non-Resident Ownership**

In order for the REIT to maintain its status as a "mutual fund trust" under the Tax Act, the REIT must not be established or maintained primarily for the benefit of Non-Residents (within the meaning of the Tax Act). Accordingly, at no time may Non- Residents be the beneficial owners of more than 49% of the Units and the Trustees will inform the transfer agent and registrar of this restriction. The Trustees may require declarations as to the jurisdictions in which beneficial owners of Units are resident. If the Trustees become aware, as a result of requiring such declarations as to beneficial ownership or otherwise, that the beneficial owners of 49% of the Units then outstanding are, or may be, Non- Residents or that such a situation is imminent, the Trustees may make a public announcement thereof and will not accept a subscription for Units from or issue Units to a person unless the person provides a declaration that the person is not a Non-Resident. If, notwithstanding the foregoing, the Trustees determine that more than 49% of the Units are held by Non-Residents, the Trustees may send a notice to Non-Resident holders of Units, chosen in inverse order to the order of acquisition or registration or in such manner as the Trustees may consider equitable and practicable, requiring them to sell their Units or a portion thereof within a specified period of not less than 60 days. If the Unitholders receiving such notice have not sold the specified number of Units or provided the Trustees with satisfactory evidence that they are not Non-Residents within such period, the Trustees may, on behalf of such Unitholders sell such Units and, in the interim, must suspend the voting and distribution rights attached to such Units. Upon such sale the affected holders will cease to be holders of Units and their rights will be limited to receiving the net proceeds of sale, subject to the right to receive payment of any distribution declared by the Trustees which is unpaid and owing to such Unitholders. The Trustees will have no liability for the amount received provided that they act in good faith. Pursuant to the Office I LP Limited Partnership Agreement, and the Office II Limited Partnership Agreement, Class B LP Units, which are economically equivalent to Units, are not permitted to be transferred and the Manager as holder of the Class B LP Units will agree not to take any action that would result in the Class B LP Units being held by a Non-Resident. See "*Material Subsidiaries*".

## **Information and Reports**

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

## Investment Guidelines

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

- (a) the REIT may only invest, directly or indirectly, in interests (including fee ownership and leasehold interests) in income-producing commercial real estate located in Canada and the U.S. 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 any investment, take any action or omit to take any action that would result in Units not being units of a “mutual fund trust” within the meaning of the Tax Act or that would result in the Units or Warrants not being qualified investments for Exempt Plans (within the meaning of the Declaration of Trust);
- (c) the REIT shall not make or permit any of its Subsidiaries (including Office I LP and Office II LP) to make any investment that would result in: (i) 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; or (ii) the REIT ceasing to qualify as a “real estate investment trust” for purposes of the Tax Act;
- (d) the REIT shall not invest in any interest in a single real property if, after giving effect to the proposed investment, the cost to the REIT of such investment (net of the amount of debt incurred or assumed in connection with such investment) will exceed 20% of GBV at the time the investment is made;
- (e) the REIT may, directly or indirectly, invest in a joint venture arrangement for the purposes of owning interests or investments otherwise permitted to be held by the REIT; provided that such joint venture arrangement contains terms and conditions which, in the opinion of management, are commercially reasonable, including without limitation such terms and conditions relating to restrictions on the transfer, acquisition and sale of the REIT’s and any joint venturer’s interest in the joint venture arrangement, provisions to provide liquidity to the REIT, provisions to limit the liability of the REIT and its Unitholders to third parties, and provisions to provide for the participation of the REIT in the management of the joint venture arrangement. Notwithstanding the foregoing, the REIT may from time to time enter into any joint venture arrangement which does not comply with the foregoing guidelines if the Trustees determine that the investment is desirable for the REIT and is otherwise in compliance with the investment guidelines and operating policies established in accordance with Declaration of Trust and in effect at such time. For purposes hereof, a joint venture arrangement is an arrangement between the REIT and one or more other persons pursuant to which the REIT, directly or indirectly, conducts an undertaking for one or more of the purposes set out in the investment guidelines of the REIT and in respect of which the REIT may hold its interest jointly or in common or in another manner with others either directly or through the ownership of securities of a corporation or other entity;
- (f) except for temporary investments held in cash, deposits with a Canadian chartered bank or trust company registered under the laws of a province of Canada, 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 the investment guidelines and operating policies of the REIT, the REIT may not hold securities of a person other than to the extent such securities would constitute an investment in real property (as determined by the Trustees) and provided further that, notwithstanding anything contained in the

Declaration of Trust to the contrary, but in all events subject to paragraph (e) above, the REIT may acquire securities of other real estate investment trusts;

- (g) 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;
- (h) the REIT shall not invest, directly or indirectly, in operating businesses unless such investment is an indirect investment and is incidental to a transaction:
  - (i) where revenue will be derived, directly or indirectly, principally from real property; or
  - (ii) which principally involves the ownership, maintenance, development, improvement, leasing or management, directly or indirectly, of real property (in each case as determined by the Trustees);
- (i) the REIT shall not invest in raw land for development, except (i) for existing properties with additional development or properties adjacent to existing properties of the REIT for the purpose of the renovation or expansion of existing properties, or (ii) the development of new properties which will be capital property of the REIT, provided that the aggregate value of the investments of the REIT in raw land, excluding raw land under development, after giving effect to the proposed investment, will not exceed 5% of GBV;
- (j) the REIT may invest in mortgages and mortgage bonds (including participating or convertible mortgages) and similar instruments where:
  - (i) it intends to use the acquisition of the mortgages as a method of acquiring, directly or indirectly, an income-producing real property which would otherwise meet the investment guidelines of the REIT; or
  - (ii) the real property which is security therefor is income-producing real property which otherwise meets the other investment guidelines of the REIT, the loan is not in excess of 75% of the market value of the property securing the mortgage 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 GBV; and
  - (iii) The REIT may also invest in mortgages where the (i) mortgage is a vendor take-back mortgage granted to the REIT in connection with the sale by the REIT of an existing property and as a means of financing the purchaser's acquisition of such property from the REIT, (ii) mortgage is interest bearing, (iii) mortgage is registered on title to the real property which is security therefor, (iv) mortgage has maturity not exceeding five years, (v) amount of mortgage loan is not in excess of 85% of the selling price of the property securing the mortgage, and (vi) aggregate value of these mortgages, after giving effect to the proposed investment, will not exceed 15% of GBV of the REIT calculated at the time of such investment.
- (k) 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 15% of the GBV of the REIT in investments which do not comply with one or more of paragraphs (a), (f), (h) and (i).

### **Operating Policies**

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

- (a) the REIT shall not purchase, sell, market or trade in currency or interest rate futures contracts otherwise than for hedging purposes where, for the purposes hereof, the term “hedging” has the meaning ascribed thereto by National Instrument 81-102 – *Mutual Funds* adopted by the Canadian Securities Administrators, as replaced or amended from time to time;
- (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 practicable, any written instrument which creates a material obligation upon the REIT, 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, 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) the REIT shall not lease or sublease to any tenant that is not an institutional tenant any real property, premises or space where that person and its affiliates would, after the contemplated lease or sublease, be leasing or subleasing real property, premises or space having a fair market value net of encumbrances in excess of 20% adjusted unitholders’ equity;
- (d) the REIT may engage in construction or development of real property: (i) to maintain its real properties in good repair or to improve the income-producing potential of properties in which the REIT has an interest; and (ii) to develop new properties that will be capital properties of the REIT on completion, provided that the aggregate value of the investments of the REIT in properties under development after giving effect to the proposed investment in the construction or development, will not exceed 15% of GBV;
- (e) title to each real property shall be held by and registered in the name of the REIT, the Trustees or a corporation or other entity owned in whole or in part, directly or indirectly, by the REIT or jointly owned, directly or indirectly, by the REIT, with joint venturers;
- (f) the REIT shall not incur or assume any indebtedness if, after giving effect to the incurrence or assumption of such indebtedness, the total indebtedness of the REIT would be more than 65% of GBV (including convertible debentures);
- (g) the REIT shall not directly or indirectly guarantee any indebtedness or liabilities of any kind of a third party, except indebtedness or liabilities assumed or incurred by an entity in which the REIT holds an interest, directly or indirectly, or by an entity jointly owned by the REIT with joint venturers and operated solely for the purpose of holding a particular property or properties, where such indebtedness, if granted by the REIT directly, would cause the REIT to contravene its investment guidelines or operating policies. The REIT is not required but shall use its reasonable best efforts to comply with this requirement (i) in respect of obligations assumed by the REIT pursuant to the acquisition of real property; or (ii) if doing so is necessary or desirable in order to further the initiatives of the REIT permitted under the Declaration of Trust;
- (h) 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;

- (i) no acquisition shall be made by the REIT nor any development undertaken unless and until the officers of the REIT have prepared and presented to the investment committee of the REIT or the Trustees, a written report containing their recommendation that the REIT make the investment together with a financial analysis of the estimated cost and projected return from the investment and such supplementary information and data (including, without limitation, underlying assumptions, proposed financing arrangements, leasing and economic and market data) as is reasonably necessary to evaluate the investment decision; and
- (j) the REIT shall obtain a Phase I ESA of each real property to be acquired by it and, if the Phase I ESA report recommends that a further ESA be conducted, the REIT shall have conducted such further ESAs, in each case by an independent and experienced environmental consultant; as a condition to any acquisition such assessments shall be satisfactory to the Trustees.

For the purpose of the foregoing investment guidelines and operating policies, the assets, liabilities and transactions of a corporation or other entity wholly or partially owned by the REIT will be deemed to be those of the REIT on a proportionate consolidation basis. In addition, any references in the foregoing investment guidelines and operating policies to investment in real property will be deemed to include an investment in a joint venture arrangement that invests in real property.

#### **Amendments to Investment Guidelines and Operating Policies**

Pursuant to the Declaration of Trust, all of the investment guidelines set out under the heading "*Investment Guidelines*" and the operating policies contained in paragraphs (a), (b), (f), (g), (h) and (j), set out under the heading "*Operating Policies*" may be amended only with the approval of two-thirds of the votes cast by Unitholders of the REIT at a meeting of Unitholders called for such purpose. The remaining operating policies may be amended with the approval of a majority of the votes cast by Unitholders at a meeting called for such purpose.

If at any time a 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, the 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 the conflict, and, notwithstanding anything to the contrary, the resolution of the Trustees shall not require the prior approval of Unitholders.

## MANAGEMENT OF THE REIT

### Slate and the Manager

The REIT's wholly-owned properties are managed by the Manager, a wholly-owned subsidiary of Slate. Slate is a leading real estate investment platform.

### Management Agreement

Pursuant to the Management Agreement, the Manager provides the REIT with strategic, asset management, administrative, property management, leasing, construction management and administrative services necessary to manage the day-to-day operations of the REIT and its assets (collectively, the "**Management Services**"). The Manager will provide such administrative, executive and management personnel as may be reasonably necessary to perform its obligations by using its own employees. The Manager also provides personnel to serve as chief executive officer and chief financial officer of the REIT.

Under the Management Agreement, the REIT's strategy will concentrate on acquiring, holding, developing, maintaining, improving, leasing, managing or otherwise dealing with office properties in Canada, including data centres.

Pursuant to the Management Agreement, the Manager has the right to nominate one Trustee for election to the Board of Trustees during the term of the Management Agreement, provided that so long as the Manager or an affiliate of the Manager has rights to elect board members in accordance with the Declaration of Trust this right shall not apply.

The Manager is entitled to the following fees for its management services:

- a "base management fee" equal to 0.3% of the GBV of the REIT's assets;
- a "property management fee" equal to 3.0% of the gross revenues collected and remitted from the REIT's assets;
- an "acquisition fee" equal to 1.0% of the purchase price on the first \$100 million of properties acquired in each fiscal year; (ii) 0.75% of the purchase price on the next \$100 million of properties acquired each fiscal year, and (iii) 0.50% of the purchase price on properties in excess of \$200 million acquired in each fiscal year; provided that no acquisition fee was payable in respect of the Initial Properties and no acquisition fee is payable any properties owned by the Manager or any of its subsidiaries at the time of the closing of the IPO if such properties are subsequently acquired by the REIT;
- a "financing fee" equal to 0.25% of the value of any debt financing payable on transaction completion;
- a "leasing fee" equal to 5.0% of the base rent for all new leases and 2.0% of base rent for all renewals of existing leases and expansion of leased premises, payable on the signing of a binding lease, extension, renewal or amending document; and
- a "construction management fee" equal to 5.0% of all costs of any construction activity undertaken by the REIT, payable at the time payments for construction are made. Construction activities include all tenant and building improvements undertaken by the REIT but exclude maintenance capital expenditures.

The Manager is also entitled to receive reimbursement for all reasonable out-of-pocket costs and expenses incurred by the Manager in the performance of its duties under the Management Agreement,

consistent with industry standards in such regard. Reimbursable expenses shall be reimbursed to the Manager on a monthly basis. For greater certainty, reimbursable expenses shall not include any mark-up or profit component for the Manager. These reimbursements will include, among other things, landlord reimbursements and recoveries as well as property administration fees allowable under the tenant leases relating to assets or resources of the Manager that are directly attributable to the management of the REIT's properties, including those relating to: (i) employment expenses of property-related personnel (salaries, wages, cost of employee benefit plans, etc.) and (ii) expenses related to on-site offices. For greater clarity, the Manager shall not be reimbursed for corporate-level general and administrative expenses.

The Manager will not charge any disposition fees.

In addition, the Manager will be reimbursed for all third party costs and out-of-pocket expenses incurred in connection with the performance of the services described in the Management Agreement or such other services which the REIT and the Manager agree in writing are to be provided from time to time by the Manager, including: (i) interest and other costs of borrowed money; (ii) legal, accounting and other professional advisors, appraisers and consultants; (iii) fees/expenses incurred in connection with acquisitions, dispositions and ownership of property or mortgage loans or other property; (iv) insurance; (v) travel and accommodation expenses; and (vi) incorporation, organization and maintenance of subsidiaries of the REIT.

In 2016, the REIT paid \$10.2 million in property management, asset management, leasing, financing and construction management fees and acquisition fees.

### **Term and Termination**

The Management Agreement has an initial term of 10 years ending December 28, 2022 (the “**Initial Term**”) and is renewable for further five year terms (the “**Renewal Terms**”, and together with the Initial Term, the “**Term**”), unless and until the Management Agreement is terminated in accordance with the provisions thereof. Subject only to the termination provisions in the Management Agreement, the Manager will automatically be re-engaged at the expiration of each Term. The Manager has the right, at any time, but upon 180 days' prior written notice, to terminate the Management Agreement for any reason. The Manager may also terminate the Management Agreement upon the occurrence of an “event of default” (as defined in the Management Agreement) of the REIT.

The REIT will have the right to terminate the Management Agreement upon an “event of default” (being a bankruptcy, fraud or material uncured breach) by the Manager. The REIT may also terminate the Management Agreement, upon three months' prior written notice, at the expiry of the Initial Term and thereafter upon the expiry of each ensuing Renewal Term provided that: (i) a majority of the Independent Trustees determine that the services of the Manager under the Management Agreement are unsatisfactory; (ii) such termination is approved by at least two-thirds of the votes cast by Unitholders at a duly called meeting of Unitholders; and (iii) a termination fee in an amount equal to the fees payable to the Manager for the prior 12-month period is paid to the Manager. For greater clarity, no termination fee will be payable where the Management Agreement is terminated due to an event of default of the Manager or where the Management Agreement is terminated by the Manager (other than in connection with an event of default of the REIT). Upon the amended Management Agreement becoming effective, the existing termination right pursuant to (ii) in the second sentence of this paragraph will be modified such that the required vote of two-thirds of votes cast by Unitholders and holders of Special Voting Units voting together will now exclude Units or Special Voting Units held by the Manager or any of its Affiliates.

Upon termination of the Management Agreement for any reason (other than for a Manager “event of default” or by the Manager for convenience), the REIT has agreed to fully indemnify the Manager from and against any and all severance costs (if any) actually incurred by the Manager in respect of employees of the Manager arising out of or resulting from the ensuing termination of redundant or surplus employees as a consequence of the termination of the Management Agreement or the amended Management Agreement, as the case may be, in respect of the period after the closing of the REIT's Initial Public

Offering that each such employee has worked on REIT matters and based on the proportion of each such employee's services attributable to REIT matters.

The REIT will also have the right to terminate the Management Agreement at any time after December 28, 2022 upon achieving an equity market capitalization of \$750 million, if (i) a majority of the independent trustees of the REIT have determined it is in the best interests of the REIT to internalize the services provided pursuant to the Management Agreement and (ii) such internalization is approved by at least two-thirds of votes cast by unitholders and holders of special voting units (excluding any units and special voting units held by the Manager and its affiliates). Upon such termination, the REIT must pay the Manager an additional amount equal to the Manager's aggregate annual management fees earned for the preceding 12-month period and reimburse the Manager for all severance costs actually incurred by the Manager (or its affiliates) in respect of employees of the Manager (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. For greater certainty, such severance costs shall apply in respect of the period from the closing of the REIT's Initial Public Offering that each such employee has worked on REIT matters and will be based on the proportion of each such employee's services attributable to REIT matters.

The REIT will also have the right to terminate the Management Agreement in the event that both of Messrs. Blair Welch and Brady Welch, the founding partners of Slate, are no longer associated with Slate ("**Loss of Key Men**"), provided that the independent trustees of the REIT reasonably determine that the Loss of Key Men is detrimental to the Manager's performance of its obligations to the REIT. This termination right shall not apply following the REIT achieving an equity market capitalization of \$750 million.

On the termination of the Management Agreement, for any reason other than due to (i) an event of default by the Manager, (ii) the Loss of Key Men, (iii) an event of default by the REIT due to the insolvency of the REIT or (iv) the Manager terminating the agreement upon 180 days' prior written notice, and subject to compliance with applicable laws, the REIT shall use commercially reasonable best efforts to facilitate the disposition (but in any event, ensure such disposition is completed within six months following receipt of notice of the Manager's decision to proceed with a disposition) of the units owned by the Manager or its affiliates (including securities at the time of termination convertible, exchangeable or redeemable into units (including limited partnership units of an affiliate of the REIT and special voting units)) at a price not less than 95% of the 20 day volume weighted average price on the date the Manager received notification of such termination, provided that such number of units shall not exceed such number of units as would have an aggregate purchase price (as calculated in accordance with the foregoing) of \$75 million.

### **Management Restrictions**

During the term of the Management Agreement, the Manager 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 another real estate investment trust focused on the ownership of office revenue producing real property, where the revenue of such real property is primarily derived from office tenants, which meets the "*Investment Guidelines and Operating Policies*" of the REIT set out in the Declaration of Trust. (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 facilities, or otherwise interfere with relationships that the REIT has with such persons.

The above restrictions will not apply to (each, a "**Permitted Property**"): (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 (representing up to a 100% interest) provided



that any Restricted Investments owned or subsequently acquired by such entity that do not constitute a Permitted Property 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 or investment related to (i) any Restricted Investment that is first offered to the REIT in accordance with the restrictions set out in the Management Agreement, or (ii) any of the other exceptions in this section; (f) any investment in or purchase of a property that does not meet the Investment Guidelines and Operating Policies of the REIT set out in the Declaration of Trust; (g) investments that are owned by the Manager on November 4, 2014; (h) investments by Slate, its affiliates and/or its associates, directors, officers, members, partners, shareholders and employees (other than the Manager); and (f) any other exception approved by the Board of Trustees 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**

During, and for a period of two years following termination of the Management Agreement, the REIT will not (without the consent of the Manager), solicit or hire for employment any employee of the Manager (other than non-executives who respond to an advertisement available to the general public), provided that the REIT will be entitled to solicit any non-executive employee of the Manager in respect of whom the REIT is required to pay any and all severance costs (if any) actually incurred by the Manager in respect of employees of the Manager arising out of or resulting from the ensuing termination of redundant or surplus employees as a consequence of the termination of the Management Agreement in respect of the period after closing of the IPO that each such employee has worked on REIT matters and based on the proportion of each such employee's services attributable to REIT matters.

## **TRUSTEES AND EXECUTIVE OFFICERS OF THE REIT**

### **Board of Trustees**

The Declaration of Trust provides that, subject to certain conditions, the Trustees will 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 will be overseen by a Board of Trustees.

The Declaration of Trust provides for a Board of between one and nine Trustees, a majority of whom will be Canadian residents. The REIT must, at all times, have a majority of Trustees who are independent within the meaning of National Policy 58-201 — *Corporate Governance Guidelines* ("**NP 58-201**") provided, however, that if at any time a majority of the Trustees are not independent because of the death, resignation, bankruptcy, adjudicated incompetence, removal or change in circumstance of any Trustee who was an independent Trustee, this requirement shall not be applicable for a period of 60 days thereafter, during which time the remaining Trustees shall appoint a sufficient number of Trustees who qualify as "independent" to comply with this requirement.

The Board of Trustees is currently comprised of seven Trustees. A Trustee is independent trustee (an "**Independent Trustee**") if such person is independent within the meaning of NP 58-201. Pursuant to NP 58-201, an Independent Trustee is one who is free from any direct or indirect relationship which could, in the view of the Board of Trustees, be reasonably expected to interfere with a Trustee's independent judgment. The REIT has determined that John O'Bryan, Pam Spackman, Georges Dubé, Nora Duke and Al Mawani are independent under these standards. Blair Welch and Brady Welch, as partners of Slate, are not independent under these standards. All of the trusteeships and directorships of the Trustees with other public entities are disclosed in the biographical information for each Trustee set out below.

The mandate of the Board of Trustees is one of stewardship and oversight of the REIT and its business. In fulfilling its mandate, the Board of Trustees has adopted a written charter setting out its responsibility, among other things, for (i) participating in the development of and approving a strategic plan for the REIT; (ii) supervising the activities and managing the investments and affairs of the REIT; (iii) approving major

decisions regarding the REIT; (iv) defining the roles and responsibilities of management; (v) reviewing and approving the business and investment objectives to be met by management; (vi) assessing the performance of and overseeing management; (vii) reviewing the REIT's debt strategy; (viii) identifying and managing risk exposure; (ix) ensuring the integrity and adequacy of the REIT's internal controls and management information systems; (x) succession planning; (xi) establishing committees of the Board of Trustees, where required or prudent, and defining their mandate; (xii) maintaining records and providing reports to Unitholders; (xiii) ensuring effective and adequate communication with Unitholders, other stakeholders and the public; (xiv) determining the amount and timing of distributions to Unitholders; and (xv) acting for, voting on behalf of and representing the REIT as a holder of Class A LP Units of Office I LP and Office II LP.

The Board of Trustees has adopted a written position description for the Chair of the Board of Trustees which sets out the Chair's key responsibilities, including duties relating to setting board meeting agendas, chairing board and Unitholder meetings, Trustee development and communicating with Unitholders and regulators. The Board of Trustees has also adopted a written position description for each of the committee chairs which sets out each of the committee chair's key responsibilities, including duties relating to setting committee meeting agendas, chairing committee meetings and working with the respective committee and management to ensure, to the greatest extent possible, the effective functioning of the committee. These descriptions will be considered by the board for approval annually.

The REIT has adopted a written code of conduct (the "**Code of Conduct**") that applies to all Trustees, officers, and management of the REIT. The objective of the Code of Conduct is to provide guidelines for maintaining the integrity, reputation, honesty, objectivity and impartiality of the REIT. The Code of Conduct addresses conflicts of interest, protecting the REIT's assets, confidentiality, fair dealing with security holders, competitors and employees, insider trading, compliance with laws and reporting any illegal or unethical behaviour. As part of the Code of Conduct, any person subject to the Code of Conduct is required to avoid or fully disclose interests or relationships that are harmful or detrimental to the REIT's best interests or that may give rise to real, potential or the appearance of conflicts of interest.

The standard of care and duties of the Trustees provided in the Declaration of Trust is 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 and the Unitholders 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.

Other than the Trustees nominated by the Manager as described below, the nominees for election of the Trustees are determined by the REIT's compensation, governance and nominating committee (the "**Compensation, Governance and Nominating Committee**") in accordance with the provisions of the Declaration of Trust and will be included in the proxy related materials to be sent to Unitholders prior to each annual meeting of Unitholders.

The Unitholders or the Trustees are entitled to change the number of Trustees comprising the Board. A quorum of the Trustees, being the majority of the Trustees then holding office (provided a majority of the Trustees comprising such quorum are residents of Canada), will be permitted to fill a vacancy in the Trustees, except a vacancy resulting from an increase in the number of Trustees or from a failure of the Unitholders to elect the required number of Trustees. In the absence of a quorum of Trustees, or if the vacancy has arisen from an increase in the number of Trustees other than in accordance with the provision regarding the appointment of Trustees in the Declaration of Trust or from a failure of the Unitholders to elect the required number of Trustees, the Trustees will promptly call a special meeting of the Unitholders to fill the vacancy. If the Trustees fail to call that meeting or if there is no Trustee then in office, any Unitholder will be entitled to call such meeting. Except as otherwise provided in the Declaration

of Trust, the Trustees may, between annual meetings of Unitholders, appoint one or more additional Trustees to serve until the next annual meeting of Unitholders, provided that the number of additional Trustees so appointed will not at any time exceed one-third of the number of Trustees who held such office at the conclusion of the immediately preceding annual meeting of Unitholders. Any Trustee may resign upon 30 days' written notice to the REIT, unless such resignation would cause the number of remaining Trustees to be less than a quorum, and may be removed by an ordinary resolution passed by a majority of the votes cast at a meeting of Unitholders.

The Declaration of Trust provides that so long as the Manager has an interest of at least 5% of the Units on a fully-diluted basis, the Manager will have the right to nominate one Trustee to the Board, provided that should the Board size be increased or decreased, the Manager's nominee rights shall be increased or decreased proportionately (rounding up).

As of December 31, 2016, the REIT's Trustees and Executive Officers collectively owned, or exerted direction or control over units as follows:

<b>Units</b>	<b>Deferred Units</b>	<b>Total</b>	<b>Percentage of Issued and Outstanding Units</b>
178,728	49,859	228,587	0.5%

## 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
JOHN O'BRYAN <sup>(1)</sup> Toronto, Ontario, Canada	Independent Trustee (Chair)	March 18, 2015	Corporate Director
PAM SPACKMAN <sup>(2)</sup> Toronto, Ontario, Canada .....	Independent Trustee	December 28, 2012	Corporate Director
NORA DUKE <sup>(3)</sup> St. John's, Newfoundland and Labrador, Canada .....	Independent Trustee	June 30, 2015	Executive Vice President, Fortis Inc.
GEORGES DUBÉ <sup>(4)</sup> Toronto, Ontario, Canada .....	Independent Trustee	December 28, 2012	Partner, McMillan LLP
AL MAWANI <sup>(5)</sup> Thornhill, Ontario, Canada .....	Independent Trustee	April 14, 2015	Principal, Exponent Capital Partners Inc.
BLAIR WELCH <sup>(6)</sup> Ancaster, Ontario, Canada	Trustee	May 25, 2015	Partner, Slate Asset Management L.P.
BRADY WELCH Burlington, Ontario, Canada	Trustee	November 4, 2014	Partner, Slate Asset Management L.P.

<sup>(1)</sup> Chair of the Investment Committee

<sup>(2)</sup> Chair of the Compensation, Governance and Nominating Committee and member of the Audit Committee

<sup>(3)</sup> Member of the Audit Committee and member of the Investment Committee

<sup>(4)</sup> Member of the Compensation, Governance and Nominating Committee

<sup>(5)</sup> Chair of the Audit Committee and member of the Compensation, Governance and Nominating Committee

<sup>(6)</sup> Member of the Investment Committee

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

**John O'Bryan, Trustee and Chair of the Board.** John O'Bryan's real estate career has spanned over 40 years. He was educated in the U.K., where he earned an honours degree in Estate Management. During his early career at A.E. Le Page, Mr. O'Bryan founded and headed Canada's largest appraisal network. From 1998 to 2008 he served as a Managing Director at TD Securities. In 2008 Mr. O'Bryan joined CBRE Limited, where he acted as both Vice Chairman and Chairman, until he stepped down in 2015. Mr. O'Bryan has served on the boards of a number of professional real estate organizations, including the RICS, ULI, REALpac and NAIOP, where he was President and a recent recipient of a Lifetime Achievement Award. Mr. O'Bryan is currently the Honourary Chairman of CBRE Limited and an independent trustee of CT Real Estate Investment Trust.

**Pam Spackman, Trustee.** Pam Spackman, a corporate director, currently serves as a member of the Advisory Committee of Crestpoint Real Estate Investments Ltd. (a company with a portfolio of \$2.5 billion in commercial properties, and a part of the Connor, Clark and Lunn group of companies). She also serves as a member of the Independent Investment Committee of Bentall Kennedy High Yield Canadian Property Fund (a fund investing in high yield mortgage debt and real estate equity in Canada). Ms. Spackman previously served as Chair of the Timbercreek Mortgage Advisory Committee from July 2008 until June 2016, and on the board of Gazit America Inc. from July 2009 until August 2012 (the date of its privatization). She also served as President and CEO of Column Canada Financial Corporation, a subsidiary of Credit Suisse Group AG from July 2000 to July 2008 and prior to that, Ms. Spackman was Vice-President, Mortgage Investments, at the Ministry of Finance, Province of British Columbia and an Investment Manager for the Workers' Compensation Board Investment Fund in Ontario. She acquired the ICD.D designation in 2010 following completion of the Institute of Corporate Directors programme at the University of Toronto.

**Nora Duke, Trustee.** Nora Duke is currently Executive Vice President, Corporate Services and Chief Human Resource Officer of Fortis Inc. Prior to this recent appointment, Ms. Duke served as the Chief Executive Officer of Fortis Properties Corporation from 2007 to 2015. Prior to Fortis Properties Corporation, Ms. Duke spent 16 years at another Fortis subsidiary, Newfoundland Power Inc., ultimately serving as the company's Vice President of Customer and Corporate Services. She has been inducted into Atlantic Canada's Top 50 CEOs Hall of Fame by Atlantic Business Magazine. She was also named one of Canada's 100 Most Powerful Women in 2010 by the Women's Executive Network. Ms. Duke holds a Bachelor of Commerce (honours) and a Masters of Business Administration from Memorial University.

**Georges Dubé, Trustee.** Georges Dubé is a Partner at McMillan LLP, a Canadian-based business law firm. Prior to joining McMillan LLP, Mr. Dubé practiced law at another large Canadian-based business law and litigation firm. He is a transactional corporate securities lawyer with over 20 years of experience. He is consistently recognized by Lexpert® as a leading Corporate Finance and Securities lawyer in Canada. In 2010, he was appointed by the Ontario Securities Commission to the Securities Advisory Committee for a two-year term. Mr. Dubé received a Bachelor of Science in Foreign Service from Georgetown University and an LLB from the Faculty of Law of McGill University.

**Al Mawani, Trustee.** Al Mawani has over 35 years of experience in the commercial real estate industry and is currently a Principal of Exponent Capital Partners Inc., a private equity investor and real estate advisory firm. He was previously the President and Chief Executive Officer of Rodenbury Investments Limited, a private commercial real estate owner-operator. Mr. Mawani has also served as a Trustee of Boardwalk Real Estate Investment Trust (TSX: BEI.UN) for the past 15 years. From 2011 to 2013, Mr. Mawani was the President and Chief Executive Officer of Calloway Real Estate Investment Trust (TSX: CWT.UN). In addition, Mr. Mawani spent 20 years at Oxford Properties Group including over 11 years as Chief Financial Officer between 1989 and 2000. Mr. Mawani is a Chartered Professional Accountant, Chartered Accountant, has a Master of Business Administration from University of Toronto and a Masters in Law from York University.

**Blair Welch, Trustee.** Blair Welch has over 20 years of experience in the real estate industry and serves as a trustee of the REIT. Prior to co-founding Slate, Mr. Welch worked with First National Financial Corporation where he was responsible for developing a successful Canadian commercial mortgage-backed securities program. Prior to that, Mr. Welch was employed as a consultant with General Motors Acceptance Corporation. Mr. Welch also worked with GMAC to assist with their Canadian commercial mortgage-backed securities program. Mr. Welch was an original member of Fortress Investment Group, spending time in Tokyo and Toronto, where he was responsible for originating investment opportunities throughout North America. Mr. Welch began his career at Bankers Trust where he identified acquisition opportunities and raised debt and equity capital for a variety of U.S. real estate clients. Mr. Welch received a Bachelor of Commerce degree from the University of British Columbia.

**Brady Welch, Trustee.** Brady Welch has over 20 years of experience in the real estate industry and serves as a trustee of the REIT. Prior to co-founding Slate in 2004, Mr. Welch held senior management positions with Fortress Investment Group, including acting as a Vice President and Managing Director, responsible for overseeing all direct investments in commercial real estate in the U.S. During his time at Fortress, Mr. Welch was involved in a significant number of commercial real estate investments across retail, office, industrial, multi-family and hospitality asset classes. Prior to this, Mr. Welch managed the joint venture investments of Truscan (a former arm of TD Canada Trust) including class A office towers in major Canadian markets. 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 of the REIT is set out below.

**Scott Antoniak, Chief Executive Officer of the REIT.** Scott Antoniak was appointed Chief Executive Officer of the REIT on January 22, 2015. Prior to joining Slate, Mr. Antoniak held the position of Executive

Director in the real estate investment banking group at CIBC World Markets Inc. where he was responsible for the execution of capital markets transactions which included overseeing underwriting and due diligence activities. Mr. Antoniak joined CIBC World Markets Inc. in 1997 and was involved in real estate transactions across North America totalling over \$15 billion including the 2013 disposition of the GE Canada Real Estate Portfolio and the 2011 disposition of the Slate/Blackstone Canadian Office Portfolio. Prior to joining CIBC World Markets Inc., he held various management positions in commercial real estate finance. Mr. Antoniak holds a Masters of Business Administration (Real Property Development) from York University and a Bachelor of Arts (Economics) from Western University.

**Robert Armstrong, Chief Financial Officer of the REIT.** Robert Armstrong was appointed Chief Financial Officer of the REIT on December 8, 2015. Prior to joining Slate, Mr. Armstrong was a partner in the real estate practice at Deloitte LLP in Toronto where he was responsible for serving a diverse real estate client base with assets across all major asset classes, both in Canada and globally. He was also on the executive committee for the Toronto assurance practice and was Deloitte LLP's Canadian initial public offering leader. Prior to Deloitte LLP, Mr. Armstrong was at Brookfield Asset Management Inc. in various treasury, finance and financial reporting positions. Mr. Armstrong is a Chartered Professional Accountant, Chartered Accountant and holds an Honours Bachelor of Business Administration from Wilfrid Laurier University.

**Ramsey Ali, Corporate Secretary and General Counsel, Slate Asset Management L.P.** Ramsey Ali has been Secretary and General Counsel of Slate since 2013. Prior to 2013, Mr. Ali was General Counsel of Forum Equity Partners, 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 Upper Canada and Canadian Bar Association.

**Lisa Rowe, Senior Vice President, Finance and Taxation, Slate Asset Management L.P.** Lisa Rowe joined Slate 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 for 12 years 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 Professional Accountant, Chartered Accountant.

**Steve Hodgson, Vice President, Slate Asset Management, Chief Operating Officer of the REIT,** Steve Hodgson was appointed Chief Operating Officer of the REIT on November 3, 2016. Mr. Hodgson is responsible for the asset management of the REIT including supervision of third party property management and leasing professionals, preparation of annual operating budgets, and approval and execution of capital spending and leasing programs. Prior to joining Slate, Mr. Hodgson worked with Oxford Properties Group. He holds an Honours Bachelor of Commerce degree and an MBA, both from Queen's University.

## Committees of the Board

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

### Audit Committee

The Audit Committee is comprised of Al Mawani (Chair), Pam Spackman and Nora Duke. 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 “*Trustee and Executive Officer Information – 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 accounting policies, and (vi) reviewing the REIT’s risk management procedures.

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 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 Services and All Other Fees

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

<b>Fee</b>	<b>2016</b>	<b>2015</b>
Audit fees <sup>(1)</sup>	\$244,000	\$200,000
Audit related fees <sup>(2)</sup>	\$124,940	154,448
Tax services <sup>(3)</sup>	\$84,100	79,600
All Other Fees	-	-
<b>Total fees</b>	<b>\$453,040</b>	<b>\$434,048</b>

<sup>(1)</sup> 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.

<sup>(2)</sup> Relates to assurance and related services provided in connection with transactions.

<sup>(3)</sup> Relates to tax compliance services for the REIT and its subsidiaries.

## **Investment Committee**

The Investment Committee is comprised of John O'Bryan (Chair), Nora Duke and Blair Welch. John O'Bryan and Nora Duke 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: (i) approve or reject proposed investments by the REIT in accordance with the REIT's investment guidelines, in each case, of up to \$30 million (by way of debt or equity); (ii) approve the assumption or granting of any mortgage, or the assumption or incurrence of any debt obligation, of up to \$30 million (or such other amount provided the terms thereof have been reflected in the REIT's operating budget approved by the Board for the applicable year); and (iii) develop the REIT's 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 of Trustees.

## **Compensation, Governance and Nominating Committee**

The Compensation, Governance and Nominating Committee is comprised of Pam Spackman (Chair), Georges Dubé and Al Mawani. 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 of Trustees, each of its committees and individual Trustees; (ii) overseeing the recruitment and selection of candidates as Trustees of the REIT; (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.

## **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 GTA Acquisition (see “*General Development of the Business – History – GTA Acquisition*”), the Fortis Transaction (see “*General Development of the Business – History – Fortis Transaction*”), the arrangements contained in the Management Agreement (see “*Management of the REIT*”), the Hargrave Acquisition (see “*General Development of the Business – History – Hargrave Acquisition*”), the 2013 Private Placement, the 2014 Private Placement and the 2015 Private Placement (see “*General Development of the Business – History – Offerings*”).

Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* (“**MI 61-101**”) provides a number of circumstances in which a transaction between an issuer and a related party may be subject to valuation and minority approval requirements. An exemption from such requirements is available when the fair market value of the transaction is not more than 25% of the market capitalization of the issuer. The REIT has been granted exemptive relief from the requirements of MI 61-101 that, subject to certain conditions, permits it to be exempt from the minority approval and valuation requirements for transactions that would have a value of less than 25% of the REIT’s market capitalization, if the Office I LP Class B LP Units held by the Manager are included in the calculation of the REIT’s market capitalization. As a result, the 25% threshold, above which the minority approval and valuation requirements would apply, is increased to include the approximately 10% indirect interest in the REIT in the form of Office I LP Class B LP Units held by the Manager.

### **INTERESTS OF EXPERTS**

The REIT’s auditor is KPMG LLP, Chartered Professional Accountants, in Winnipeg, Manitoba. KMPG 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*”;
- (b) the Fortis Purchase Agreement, see “*General Developments of the Business – History – Fortis Transaction*”;
- (c) the Management Agreement, see “*Management of the REIT – Management Agreement*”;
- (d) the Office I LP Limited Partnership Agreement, see “*Material Subsidiaries*”;

- (e) the Office II LP Limited Partnership Agreement, see “*Material Subsidiaries*”;
- (f) the 2015 Underwriting Agreement, see “*General Developments of the Business - History - Offerings*”;
- (g) the June 2016 Underwriting Agreement, see “*General Developments of the Business – History - Offerings*”;
- (h) the September 2016 Underwriting Agreement, see “*General Developments of the Business – History – Offerings*”;
- (i) the Exchange Agreement, see “*Arrangements with the Manager and Slate – Exchange Agreement*”, and
- (j) the ROFO Agreement, see “*Arrangements with the Manager and Slate – ROFO Agreement*”.

Copies of the foregoing documents are available on SEDAR at [www.sedar.com](http://www.sedar.com).

### **TRANSFER AGENTS AND REGISTRARS**

The transfer agent and registrar of the REIT is Computershare Trust Company of Canada 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](http://www.sedar.com) and on the REIT’s website at [www.slateam.com/reits/office](http://www.slateam.com/reits/office). 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

“**affiliate**” of a person means any person or company that would be deemed to be an affiliated entity of such person within the meaning of National Instrument 45-106 – *Prospectus and Registration Exemptions*, as replaced or amended from time to time.

“**associate**” when used to indicate a relationship with a person or company has the meaning ascribed thereto in the *Securities Act* (Ontario), as replaced or amended from time to time.

“**Auditors**” means the firm of chartered accountants appointed as the auditors of the REIT from time to time, being KPMG LLP, Chartered Accountants on the date hereof.

“**Board**” or “**Board of Trustees**” means the board of trustees of the REIT.

“**Class A LP Units**” means, collectively, the Class A limited partnership units of the Limited Partnerships, including the Office I LP Class A LP Units and the Office II LP Class A LP Units.

“**Class B LP Units**” means, collectively, the Class B LP limited partnership units of the Limited Partnerships, including the Office I LP Class B LP Units and the Office II LP Class B LP Units.

“**Declaration of Trust**” means the amended and restated declaration of trust of the REIT dated as of March 21, 2016, and as it may be further amended, supplemented or amended and restated from time to time.

“**Distribution Date**” means any date on which the Trustees have determined that a distribution will be made by the REIT to the Unitholders.

“**Fortis Purchase Agreement**” means the agreement of purchase and sale among the REIT and Fortis Properties dated April 9, 2015, as amended on May 21, 2015, pursuant to which the REIT indirectly acquired the Fortis Acquisition Properties.

“**GTA Acquisition Agreement**” means the agreement of purchase and sale among Slate GTA, Office I LP and Slate Capital dated October 29, 2014, pursuant to which the REIT indirectly acquired the GTA Acquisition Properties.

“**GTA Acquisition Properties**” means a portfolio of seven office properties which consist of approximately 1.1 million square feet of GLA located in attractive submarkets within the Greater Toronto Area of Ontario acquired from Slate GTA on December 17, 2014.

“**Initial Properties**” means the 27 income-producing office, industrial, and retail properties acquired by the REIT from the Manager in connection with the IPO, as further described herein.

“**Limited Partnerships**” means, collectively, Office I LP, Office II LP and any other limited partnerships subsequently formed that are affiliated with and controlled, directly or indirectly, by the REIT and which have been formed for the purposes of acquiring and/or owning real property, and “Limited Partnership” means any one of them as the context requires.

“**LP Units**” means, collectively, the Class A LP Units and the Class B LP Units.

“**Management Agreement**” means the amended and restated management agreement entered into on August 12, 2014, and effective as of November 4, 2014, between the REIT and the Manager.

“**Manager**” means Slate Management Corporation, a company amalgamated under the laws of Ontario; provided that references to the Manager as it existed prior to January 1, 2015 refer to Huntingdon Capital Corporation, a predecessor corporation of Slate Management Corporation.

**“Office I LP Class A LP Units”** means the Class A limited partnership units of Office I LP.

**“Office I LP Class B LP Units”** means the Class B limited partnership units of Office I LP.

**“Office I LP Limited Partnership Agreement”** means the amended and restated limited partnership agreement of Office I LP dated December 17, 2014 between, inter alia, the REIT, Office GP and the Manager, as the same may be amended or amended and restated from time to time.

**“Office II LP Limited Partnership Agreement”** means the amended and restated limited partnership agreement of Office II LP dated December 17, 2014 between the REIT, Office GP and the Manager, as the same may be amended or amended and restated from time to time.

**“Office II LP Class A LP Units”** means the Class A limited partnership units of Office II LP having the rights, privileges, restrictions and conditions set out in the Slate Office II Limited Partnership Agreement.

**“Office II LP Class B LP Units”** means the Class B limited partnership units of Office II LP.

**“Redemption Notes”** means unsecured subordinated promissory notes of the REIT having a maturity date to be determined at the time of issuance by the Trustees (provided that in no event shall the maturity date be set at a date subsequent to the first business day following the fifth anniversary of the date of issuance of such note), bearing interest from the date of issue at a market rate of interest determined at the time of issuance by the Trustees, payable for each month during the term on the 15th day of each subsequent month with all principal being due on maturity, such promissory notes to provide that the REIT shall at any time be allowed to prepay all or any part of the outstanding principal without notice or bonus.

**“Special Voting Units”** means the special voting units of the REIT.

**“subsidiary”** and **“subsidiaries”** has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus and Registration Exemptions*, as replaced or amended from time to time.

**“Trustees”** means the trustee or trustees of the REIT holding office under and in accordance with this Declaration of Trust from time to time and **“Trustee”** means any one of them.

**“TSX”** means the Toronto Stock Exchange.

**“Unitholder”** means a person whose name appears on the register as a holder of one or more Units or Special Voting Units, or a fraction thereof.

**“Units”** means trust units in the capital of the REIT, other than Special Voting Units.

**“Warrants”** means the Unit purchase warrants of the REIT that expired on December 28, 2015, and which prior to such time entitled the holder thereof to acquire one Unit at an exercise price of \$10.50 per Unit at any time prior to 5:00 p.m. (Toronto time) on December 28, 2015.

## 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;
- (a) have the authority to communicate directly with the internal auditor (if any);
- (b) receive periodical Management reports assessing the adequacy and effectiveness of the REIT's internal control systems;
- (c) 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;

#### **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;
- (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.



Office  
REIT