

H&R REAL ESTATE INVESTMENT TRUST

ANNUAL INFORMATION FORM

For the Year Ended December 31, 2018

March 27, 2019

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GLOSSARY

The following terms used in this annual information form have the meanings set out below:

“**2020 Convertible Debentures**” means 5.90% Series D convertible unsecured subordinated debentures due June 30, 2020.

“**Acquiring Person**” has the meaning ascribed thereto under “Unitholders’ Rights Plan”.

“**Advance Notice Policy**” has the meaning ascribed thereto under “Declaration of Trust and Description of REIT Units – Meetings of Unitholders and Special Voting Unitholders”.

“**affiliate**” has the meaning ascribed thereto in the *Securities Act* (Ontario).

“**Amended Reorganization**” has the meaning ascribed thereto under “The REIT – General Developments of the Business of the REIT”.

“**annuitant**” has the meaning ascribed thereto under “Risk Factors – Risks Relating to Securities of the REIT – Unitholder Liability”.

“**associate**” has the meaning ascribed thereto in the CBCA.

“**Audit Committee**” has the meaning ascribed thereto under “Audit Committee Information – Audit Committee Charter”.

“**CBCA**” means the *Canada Business Corporations Act*, and the regulations thereunder, as amended.

“**CDOR Rate**” has the meaning ascribed thereto under “Description of Senior Debentures – Interest – Floating Rate Senior Debentures”.

“**Code**” means the Internal Revenue Code (United States), as in effect from time to time.

“**CrestPSP**” means affiliates of Crestpoint Real Estate Investments Ltd. and Public Sector Pension Investment Board and its affiliates as partners of a partnership which is a co-owner with the REIT of certain Canadian assets, and as limited partners in partnership with affiliates of the REIT in certain U.S. partnerships that own U.S. assets.

“**DBRS**” means DBRS Limited.

“**Debenture Trustee**” means, in respect of the Senior Trust Indenture and U.S. Holdco Note Indenture, BNY Trust Company of Canada, or any assignee under the respective indenture thereto.

“**Declaration of Trust**” means the declaration of trust dated November 4, 1996, as amended and restated as of August 8, 1997, May 27, 1999, May 24, 2001, July 21, 2005, June 23, 2006, May 18, 2007, October 1, 2008, May 15, 2009, August 12, 2010, August 11, 2011, June 25, 2012, June 28, 2013, July 10, 2014, June 24, 2016, June 27, 2017 and August 31, 2018 governed by the laws of the Province of Ontario, pursuant to which the REIT was created, as further amended, supplemented or amended and restated from time to time.

“**Distribution Date**” means, in the case of monthly distributions, on or about the last day of each month, or such other date as may be determined from time to time by the REIT Trustees.

“*distributions*” means the amount that may be distributed to Unitholders pursuant to the Declaration of Trust.

“*DRIP*” has the meaning ascribed thereto under “Distribution Policy and Distributions – Unitholder Distribution Reinvestment Plan and Unit Purchase Plan”.

“*ECHO*” means Echo Realty LP.

“*ECHO Segment*” means the properties held through the REIT’s 33.6% interest in ECHO, which properties comprise a separate reportable operating segment of the REIT.

“*Exchangeable Securities*” means securities of any trust, limited partnership or corporation other than the REIT that are convertible or exchangeable directly for REIT Units without the payment of additional consideration therefor.

“*Finance Trust*” means the former trust known as H&R Finance Trust.

“*Finance Trust Declaration of Trust*” means the declaration of trust dated October 1, 2008, as amended and restated as of May 15, 2009, August 12, 2010, November 9, 2011, July 10, 2014, June 24, 2016 and August 31, 2018, governed by the laws of the Province of Ontario, pursuant to which Finance Trust was created.

“*Finance Trust Units*” means the former units of interest in Finance Trust created in accordance with the provisions of the Finance Trust Declaration of Trust and includes a fraction of a unit of Finance Trust.

“*Fixed Rate Senior Debentures*” means the Series F Senior Debentures, Series L Senior Debentures, Series N Senior Debentures and Series O Senior Debentures.

“*Floating Rate Senior Debentures*” means the Series K Senior Debentures, Series M Senior Debentures and Series P Senior Debentures.

“*Former Property Manager*” means H&R Property Management Ltd., a corporation incorporated under the laws of the Province of Ontario and owned by members of the Hofstedter Family and the Rubinstein Family.

“*H&R Developments*” is comprised of three corporations controlled by members of the Hofstedter Family or members of the Rubinstein Family.

“*H&R Group*” means (i) corporations controlled by members of the Hofstedter Family or the Rubinstein Family which own interests in the Initial Properties, and (ii) other corporations which own interests in the Initial Properties; provided that a corporation referred to in (i) shall no longer be a member of the H&R Group when it ceases to own any interest in the Initial Properties or any REIT Units issued to it under the agreement made as of December 23, 1996 between the REIT and the H&R Group (as subsequently amended and terminated) pursuant to which members of the H&R Group had the right to exchange from time to time until December 23, 2036 the remaining undivided interest in the Initial Properties owned by such members, and a corporation referred to in (ii) shall no longer be a member of the H&R Group when it ceases to own any interest in the Initial Properties.

“*H&R Retail Segment*” means all the retail properties described under “Properties – H&R Retail Segment” and not otherwise belonging to the ECHO Segment or Primaris Segment, which properties comprise a separate reportable operating segment of the REIT.

“**Hofstedter Family**” means Sandor Hofstedter, his wife, their children, the spouses of such children and the lineal descendants of such children.

“**HRLP**” means H&R Portfolio Limited Partnership, a limited partnership governed by the laws of the Province of Manitoba.

“**HRLP Exchangeable Unit**” has the meaning ascribed thereto under “Description of Exchangeable Units – Description of HRLP Exchangeable Units”.

“**HRP Trust**” means H&R Portfolio LP Trust, an open-ended unit trust established under the laws of the Province of Ontario.

“**HRRMSLP**” means H&R REIT Management Services LP, a limited partnership governed by the laws of the Province of Manitoba.

“**HRRMSLP Exchangeable Unit**” has the meaning ascribed thereto under “Description of Exchangeable Units – Description of HRRMSLP Exchangeable Units”.

“**IFRS**” means International Financial Reporting Standards issued by the International Accounting Standards Board, and as adopted by the Chartered Professional Accountants of Canada, as amended from time to time.

“**immediate family member**” where used to indicate a relationship with an individual means a parent, child or sibling of such individual.

“**Incentive Unit Plan**” means the incentive unit plan of the REIT which was established in 2013, as amended from time to time.

“**Independent REIT Trustee**” means a REIT Trustee who is not a member of the Hofstedter Family, is not a member of the Rubinstein Family and is independent (as that term is used in National Instrument 58-101 – *Disclosure of Corporate Governance Practices*) of the REIT.

“**Industrial Segment**” means all the industrial properties described under “Properties – Industrial Segment” and not otherwise belonging to the ECHO Segment or Primaris Segment, which properties comprise a separate reportable operating segment of the REIT.

“**Initial Properties**” has the meaning ascribed thereto under “The REIT – Business of the REIT”.

“**Investment Committee**” has the meaning ascribed thereto under “The REIT – Constatng Documents”.

“**Jackson Park**” has the meaning ascribed thereto under “Properties Under Development – Jackson Park, Long Island City, New York”.

“**Lantower Residential Segment**” means all the residential properties described under “Properties – Lantower Residential Segment”, which properties comprise a separate reportable operating segment of the REIT.

“**LIBOR Rate**” has the meaning ascribed thereto under “Description of Senior Debentures – Interest – Floating Rate Senior Debentures”.

“**Non-Competition Agreement**” has the meaning ascribed thereto under “Non-Competition Arrangements”.

“**Non-Resident**” means, a non-resident of Canada (within the meaning of the Tax Act) or a partnership that is not a “Canadian partnership” (within the meaning of the Tax Act), collectively.

“**Office Segment**” means all the office properties described under “Properties – Office Segment” and not otherwise belonging to the ECHO Segment or Primaris Segment, which properties comprise a separate reportable operating segment of the REIT.

“**Par Call Date**” means, with respect to the Series N Senior Debentures, November 30, 2023 and with respect to the Series O Senior Debentures, December 23, 2022.

“**PFIC**” has the meaning as described under “Risk Factors – Risks Relating to Securities of the REIT – Additional Tax Risks Applicable to Unitholders”.

“**Preferred Units**” has the meaning ascribed thereto under “Risk Factors – Risks Relating to Securities of the REIT – Creation and Issuance of Preferred Units”.

“**Primaris**” means Primaris Retail Real Estate Investment Trust.

“**Primaris Exchangeable Unit**” has the meaning ascribed thereto under “Description of Exchangeable Units – Description of Primaris Exchangeable Units”.

“**Primaris Segment**” means all the properties described under “Properties – Primaris Segment” as belonging to the Primaris Segment, which properties comprise a separate reportable operating segment of the REIT.

“**Primaris Transaction**” means the indirect acquisition of 26 properties from Primaris by the REIT pursuant to a statutory plan of arrangement.

“**Properties**” means, collectively, all the office properties, industrial properties, retail properties and residential properties described under “Properties”, which include properties the REIT accounts for as equity accounted investments, as well as properties classified as held for sale and for greater certainty, includes the properties attributed to the Primaris Segment and ECHO Segment.

“**Registered Plan**” means a registered retirement savings plan, registered retirement income fund, tax-free savings account, deferred profit sharing plan, registered education savings plan or a registered disability savings plan.

“**REIT**” means H&R Real Estate Investment Trust and, if applicable, includes corporations and other entities wholly-owned, directly or indirectly, by the REIT.

“**REIT Exemption**” has the meaning ascribed thereto under “Risk Factors – Risks Relating to Securities of the REIT – Tax Risk”.

“**REIT Trustees**” means the trustees holding office under the Declaration of Trust.

“**REIT Units**” means units of participating interest in the REIT created in accordance with the provisions of the Declaration of Trust and includes a fraction of a unit of the REIT, but for the avoidance of doubt, does not include a Special Voting Unit.

“**Related Party**” means Thomas J. Hofstedter.

“**Rights Plan**” means the unitholders’ rights plan referred to under “Unitholders’ Rights Plan”.

“**Rubinstein Family**” means Bill Rubinstein, his wife, Daniel Rubinstein, his wife, any of their respective children, the spouses of such children and the lineal descendants of such children.

“**Senior Debentures**” means, collectively, the Series F Senior Debentures, the Series K Senior Debentures, the Series L Senior Debentures, the Series M Senior Debentures, the Series N Senior Debentures, the Series O Senior Debentures and the Series P Senior Debentures, and such other debentures as may be issued under the Senior Trust Indenture from time to time.

“**Senior Trust Indenture**” has the meaning ascribed thereto under “Description of Senior Debentures – General”.

“**Series C Senior Debentures**” means 5.00% Series C senior debentures due December 1, 2018.

“**Series F Senior Debentures**” means 4.45% Series F senior debentures due March 2, 2020.

“**Series G Senior Debentures**” means 3.344% Series G senior debentures due June 20, 2018.

“**Series K Senior Debentures**” means floating rate Series K senior debentures due March 1, 2019.

“**Series L Senior Debentures**” means 2.923% Series L senior debentures due May 6, 2022.

“**Series M Senior Debentures**” means floating rate Series M senior debentures due July 23, 2019.

“**Series N Senior Debentures**” means 3.369% Series N senior debentures due January 30, 2024.

“**Series O Senior Debentures**” means 3.416% Series O senior debentures due January 23, 2023.

“**Series P Senior Debentures**” means floating rate Series P senior debentures due February 13, 2020.

“**SIFT Tax**” means the tax payable by a SIFT trust pursuant to paragraph 122(1)(b) of the Tax Act or by a SIFT partnership pursuant to section 197 of the Tax Act.

“**Special Voting Unit**” means a non-participating special voting unit of the REIT, issued in accordance with the provisions of the Declaration of Trust and includes a fraction of a Special Voting Unit.

“**Special Voting Unitholder**” means a holder of a Special Voting Unit.

“**Stapled Unit**” means one REIT Unit and one Finance Trust Unit, which traded together prior to the completion of the Amended Reorganization.

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereunder, as amended.

“**The Bow**” means the 2.0 million square foot head office complex in Calgary, Alberta.

“**Total Assets**” means, at any time, the sum of the assets as recorded on the most recent balance sheet of the REIT, prepared on a consolidated basis in accordance with generally accepted accounting principles.

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

“**Unit Option Plan**” means the unit option plan of the REIT which was established in 1996, as amended from time to time.

“**Unit Purchase Plan**” has the meaning ascribed thereto under “Distribution Policy and Distributions – Unitholder Distribution Reinvestment Plan and Unit Purchase Plan”.

“**Unitholder**” means, generally, a holder of a REIT Unit and in limited circumstances means a holder of Finance Trust Units, as applicable.

“**U.S. Holdco**” has the meaning ascribed thereto under “The REIT – Business of the REIT”.

“**U.S. Holdco Note Indenture**” means the amended and restated note indenture dated as of August 31, 2018, between U.S. Holdco, as issuer, and the Debenture Trustee (as successor to CIBC Mellon Trust Company), as trustee, which provides for the issuance of unsecured subordinated notes, in one or more series, in registered form denominated in U.S. dollars, as amended, supplemented or amended and restated from time to time.

“**U.S. Holdco Notes**” means interest bearing unsecured subordinated notes of U.S. Holdco held by the REIT, which are governed by the U.S. Holdco Note Indenture.

“**U.S. Tax Reform**” means H.R.1 - An Act to provide for reconciliation pursuant to titles II and V of the concurrent resolution on the budget for fiscal year 2018, commonly referred to as the Tax Cuts and Jobs Act of 2017.

“**U.S. Unitholder**” means a holder of a REIT Unit that is for U.S. federal income tax purposes (i) an individual citizen or resident of the United States, (ii) a corporation or other entity treated as a corporation created or organized in or under the laws of the United States or any political subdivision thereof, (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust if it is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust, or has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

In this annual information form, amounts are stated in Canadian dollars unless otherwise indicated.

FORWARD-LOOKING STATEMENTS

Certain information in this annual information form contains forward-looking information within the meaning of applicable securities laws (also known as forward-looking statements) including, among others, statements relating to the REIT's objectives, strategies to achieve those objectives, the REIT's beliefs, plans, estimates, projections and intentions, and similar statements concerning anticipated future events, results, circumstances, performance or expectations that are not historical facts including, in particular, statements with respect to, future distributions by the REIT, the REIT's sustainability policy, the use and activities of the REIT's properties under development, including the redevelopment of existing properties and the building of new properties, expected completion of surrounding infrastructure, square footage, number of units, construction schedules, time to completion, budget, total cost, lease-up, occupancy, property operating income and value of such properties, growth in operating cash flow, growth in annual rental rates, potential sources of financing for any required additional capital, continued borrowing of funds from the REIT by U.S. Holdco to fund acquisitions, its operations or to refinance existing loans, the application of or amendments to tax legislation, the continued qualification by the REIT for the REIT Exemption and the outcome of legal proceedings. Forward-looking statements generally can be identified by words such as "outlook", "objective", "may", "will", "expect", "intend", "estimate", "anticipate", "believe", "should", "plans", "project", "seek", "budget" or "continue" or similar expressions suggesting future outcomes or events. Such forward-looking statements reflect the REIT's current beliefs and are based on information currently available to management.

Forward-looking statements are provided for the purpose of assisting readers in understanding the REIT and its business, operations, prospects and risks at a point in time in the context of historical and possible developments, including management's current expectations and plans relating to the future, and readers are cautioned that such statements may not be appropriate for other purposes. These statements are not guarantees of future performance and are based on the REIT's estimates and assumptions that are subject to risks and uncertainties, including those described below under "Risk Factors" and those discussed in the REIT's materials filed with the Canadian securities regulatory authorities from time to time, which could cause the actual results and performance of the REIT to differ materially from the forward-looking statements contained in this annual information form. Those risks and uncertainties include, among other things, risks related to: the business of the REIT (real property ownership; credit risk and tenant concentration; lease rollovers; interest rates and debt; construction; currency; liquidity; cyber-security; financing credit; environmental matters ; co-ownership interest in properties; joint arrangement and investments; dependence on key personnel; failure to complete acquisitions; competition for real property investments; and potential conflicts of interest;) and securities of the REIT (prices of REIT securities; availability of cash for distributions; credit ratings; ability to access capital markets; tax; tax risk applicable to Unitholders; dilution; Unitholder liability; the right to redeem REIT Units; investment eligibility of REIT Units; the Senior Debentures; inability of the REIT to purchase Senior Debentures on a change of control; statutory remedies available to Unitholders; creation and issuance of Preferred Units; and "closed-end" unit trust status). Material factors or assumptions that were applied in drawing a conclusion or making an estimate set out in the forward-looking statements include that the general economy is stable; local real estate conditions are stable; interest rates are relatively stable; equity and debt markets continue to provide access to capital; and U.S. Holdco is financially viable and creditworthy. The REIT cautions that this list of factors is not exhaustive. Although the forward-looking statements contained in this annual information form are based upon what the REIT believes are reasonable assumptions, there can be no assurance that actual results will be consistent with these forward-looking statements. Furthermore, readers are also urged to examine the REIT's materials filed with the Canadian securities regulatory authorities from time to time as they may contain discussions on risks and uncertainties which could cause the actual results and performance of the REIT to differ materially from the forward-looking statements contained in this annual information form.

All forward-looking statements in this annual information form are qualified by these cautionary statements. These forward-looking statements are made only as of the date hereof, and the REIT, except as required by applicable Canadian law, assumes no obligation to update or revise them to reflect new information or the occurrence of future events or circumstances.

NON-GAAP MEASURES

The financial statements of the REIT (the “**Financial Statements**”) are prepared in accordance with IFRS. However, in this annual information form, certain measures are presented that are not generally accepted accounting principles (“**GAAP**”) measured under IFRS. These measures, as well as the reasons why management believes these measures are useful to investors, are described below.

None of these non-GAAP financial measures should be construed as an alternative to financial measures calculated in accordance with GAAP. Further, the REIT’s methods of calculating these supplemental non-GAAP financial measures may differ from the methods of other real estate investment trusts or other issuers, and accordingly may not be comparable.

The REIT’s Proportionate Share

The REIT accounts for investments in joint ventures and associates as equity accounted investments in accordance with IFRS. The REIT’s proportionate share is a non-GAAP measure that adjusts the Financial Statements to reflect the REIT’s equity accounted investments and its share of net income (loss) from equity accounted investments on a proportionately consolidated basis at the REIT’s ownership interest of the applicable investment. Management believes this measure is important for investors as it is consistent with how the REIT reviews and assesses operating performance of its entire portfolio. The REIT’s management’s discussion and analysis of results of operations and financial position of the REIT for the year ended December 31, 2018 reconciles the balances at the REIT’s proportionate share back to relevant GAAP measures. The REIT does not independently control its unconsolidated joint ventures, and the presentation of pro-rata assets, liabilities, revenue, and expenses may not accurately depict the legal and economic implications of the REIT’s interest in its joint ventures and associates.

ANNUAL INFORMATION FORM

(Information as at December 31, 2018 unless otherwise indicated)

THE REIT

Constituting Documents

H&R Real Estate Investment Trust is an unincorporated real estate investment trust created by the Declaration of Trust under, and governed by, the laws of the Province of Ontario. The REIT is an open-ended investment trust. Since November 4, 1996, the initial Declaration of Trust has been amended and restated, with the approval of Unitholders, on multiple occasions.

Effective August 8, 1997, the Declaration of Trust was amended and restated to revise the investment guidelines and operating policies and to provide that, at the discretion of the REIT Trustees, the REIT may make distributions to Unitholders on a monthly basis.

Effective May 27, 1999, the Declaration of Trust was amended and restated to make further changes to the REIT's investment guidelines and operating policies.

Effective May 24, 2001, the Declaration of Trust was amended and restated to amend the REIT's distribution policy and the limitation on indebtedness of the REIT.

Effective July 21, 2005, the Declaration of Trust was amended and restated to, among other things, provide Unitholders with the right of redemption for their REIT Units and to respond to mandated changes in accounting principles.

Effective June 23, 2006, the Declaration of Trust was amended and restated to simplify the REIT's indebtedness limitation.

Effective May 18, 2007, the Declaration of Trust was amended and restated to, among other things, to clarify the manner of calculating payments of cash distributable by the REIT and distributions payable in REIT Units in certain circumstances and to clarify the definition of "indebtedness" used in the REIT's operating policy.

Effective October 1, 2008, the Declaration of Trust was amended and restated to, among other things, reflect the stapling of REIT Units and Finance Trust Units.

Effective May 15, 2009, the Declaration of Trust was amended and restated to, among other things, eliminate any reference to the term "Distributable Cash" or a specified minimum cash distribution.

Effective August 12, 2010, the Declaration of Trust was amended and restated to, among other things, exclude certain guarantees provided by the REIT of debt assumed by purchasers, on a primary obligor basis, in connection with past dispositions of properties and for which the purchaser has provided the REIT an indemnity or similar arrangement from the calculation of gross book value, and to adjust the REIT's operating policy so as to provide that the requirement to obtain an independent appraisal in connection with property acquisitions is at the discretion of the REIT's Investment Committee (the "**Investment Committee**").

Effective August 11, 2011, the Declaration of Trust was amended and restated to, among other things, revise the REIT's investment guidelines to eliminate the geographic limitation on the REIT's investments, to revise the REIT's operating policies to change the basis of measurement for the leasing

limitation to a comparison based on the gross leasable area, and to amend the requirements concerning the provision of the Financial Statements to Unitholders.

Effective June 25, 2012, the Declaration of Trust was amended and restated to, among other things, amend the operating policy for holding title to real property to provide flexibility relating to the structuring of the REIT's holdings, to eliminate the classified board of trustees structure, to create an unconditional requirement for the REIT to pay out no less than its taxable income each year (whether by distribution of cash or REIT Units), to change the investment guideline relating to joint venture arrangements to be consistent with those required to be satisfied for an investment in a partnership, to change the operating policy of the REIT relating to its 65% debt-to-gross book value ratio so that partnerships are also treated in the same manner as joint venture arrangements in determining such ratio, and to permit the REIT to declare distributions payable in the form of Finance Trust Units (whether or not held by the REIT) to Unitholders of the REIT and to address the funding of the applicable withholding tax liability in respect of such distributions.

Effective June 28, 2013, the Declaration of Trust was amended and restated, to, among other things, revise the REIT's investment guidelines and operating policies to provide greater flexibility to the REIT Trustees and senior management regarding the investments and operations of the REIT, and to adjust the duties of the Investment Committee to provide that transactions under \$50 million may be authorized by management and do not require consideration by the Investment Committee, while transactions exceeding \$500 million must be considered by the REIT Trustees.

Effective July 10, 2014, the Declaration of Trust was amended and restated to, among other things, to create and permit the REIT to issue a new class of units of the REIT designated as "Special Voting Units", and to implement the Advance Notice Policy.

Effective June 24, 2016, the Declaration of Trust was amended and restated to, among other things, (i) further align the Declaration of Trust with evolving governance best practices which include introducing rights and remedies in favour of Unitholders consistent with those available to shareholders of a corporation pursuant to the CBCA; (ii) enhance Unitholders' rights respecting the process for and procedures at Unitholder meetings; and (iii) modify the existing provisions of the Advance Notice Policy to be consistent with evolving governance best practices with respect to time periods contemplated therein and adjournments or postponements of meetings.

Effective June 27, 2017, the Declaration of Trust was amended and restated to, among other things, modify the responsibilities of the Investment Committee of the REIT to provide additional flexibility for the Investment Committee to review transactions and/or to delegate such responsibilities to senior management of the REIT, subject to applicable financial thresholds as determined by the REIT Trustees from time to time.

Most recently and effective August 31, 2018, the Declaration of Trust was amended and restated to, among other things, reflecting the unwinding of the Stapled Unit structure.

The REIT's operations, including the management of the REIT's investments, are subject to the control and direction of the REIT Trustees. The REIT Trustees have powers and responsibilities analogous to those applicable to boards of directors of corporations.

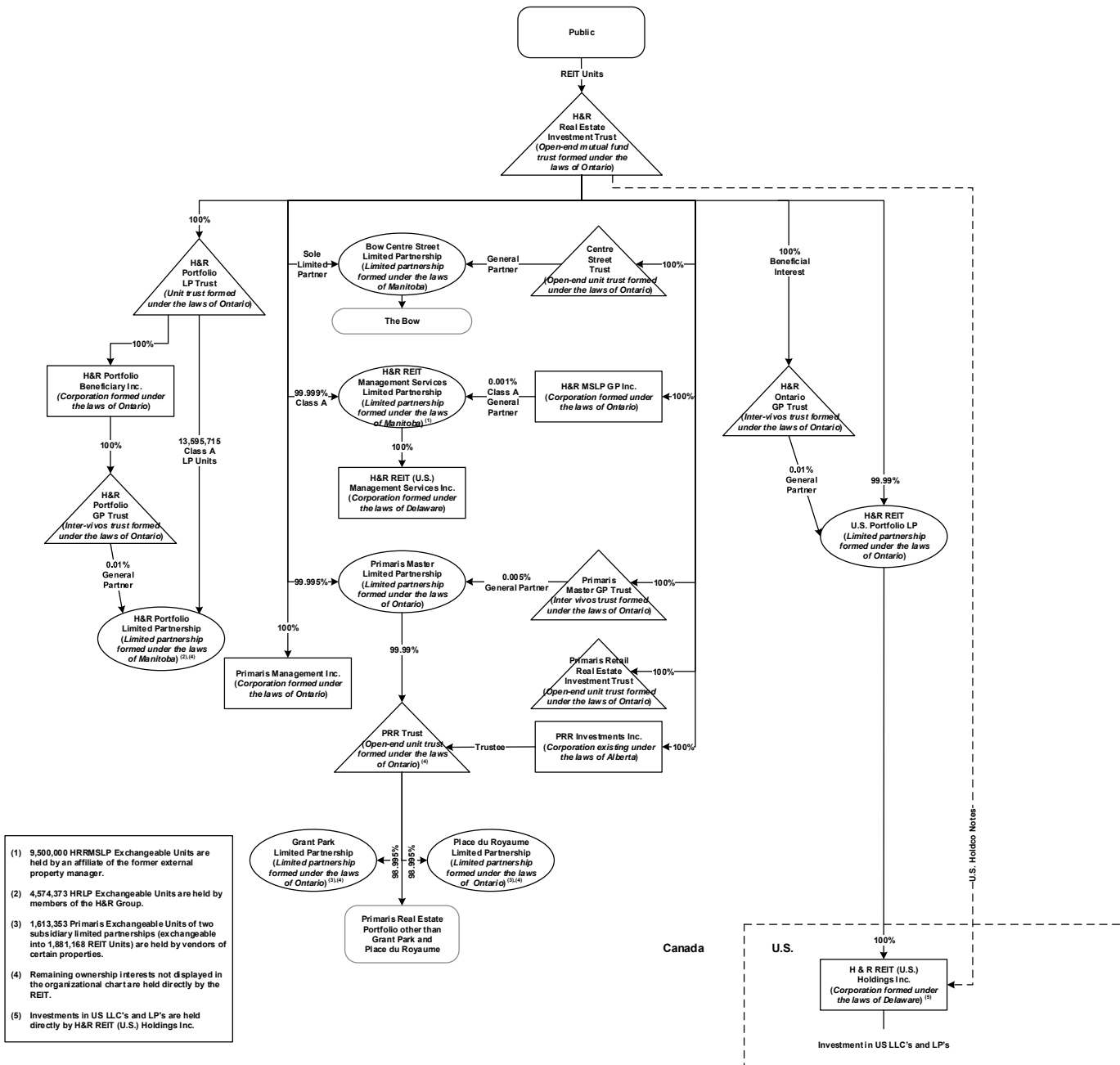
The REIT is not a mutual fund and is not subject to the requirements of Canadian mutual fund policies and regulations under Canadian securities legislation.

The REIT is not a trust company and, accordingly, is not registered under the *Trust and Loan Companies Act* (Canada) or the trust company legislation of any province as the REIT does not carry on, nor intend to carry on, the business of a trust company.

Organizational Structure

The following chart summarizes the structure of the REIT as at December 31, 2018, including material and certain other subsidiaries:

H&R REAL ESTATE INVESTMENT TRUST Organizational Structure December 31, 2018



Business of the REIT

The REIT commenced operations on December 23, 1996 with the completion of its initial public offering of REIT Units, represented by instalment receipts. Contemporaneously with the completion of its initial public offering, the REIT acquired a substantial interest in a portfolio of 12 office properties and 15 industrial properties (the “**Initial Properties**”). The REIT, as at December 31, 2018, owned and operated a portfolio of interests in 466 Properties (including 230 properties held through the REIT’s 33.6% interest in ECHO). The total leasable area of the Properties was approximately 42.5 million square feet. The portfolio consisted of 42 properties located in Alberta, 96 properties located in Ontario, 47 properties located elsewhere in Canada and 281 properties located in the United States. Since January 1, 2019, the REIT has disposed of a 100% interest in two properties and excess land adjacent to an existing property. Such dispositions have resulted in a net decrease of approximately 0.1 million square feet of leasable area in the REIT’s portfolio, thereby bringing the total leasable area of the Properties comprising the REIT’s portfolio to approximately 42.4 million square feet as of the date hereof. The REIT also has an interest in 20 properties under development.

The REIT generally owns its interest in the Properties or develops its projects through nominee companies. Each of these companies is a non-operating holding company, the purpose of which is to hold as nominee the REIT’s interest in one particular property. In addition, H&R REIT (U.S.) Holdings Inc. (“**U.S. Holdco**”) is the indirect owner of all the real properties and buildings located in the United States, and HRLP holds a 50% interest in one industrial property and an approximate 30% interest in five industrial properties and eight office properties. All of the outstanding Class A units of HRLP are owned by HRP Trust and the REIT. All of the outstanding units of HRP Trust are held by the REIT. The general partner of HRLP is an *inter vivos* trust settled for the sole benefit of a wholly-owned subsidiary of HRP Trust. See “– Organizational Structure”.

As at December 31, 2018, the REIT and its wholly-owned subsidiaries employed 728 employees. The head and registered office of the REIT is located at Suite 500, 3625 Dufferin Street, Toronto, Ontario, M3K 1N4.

The REIT seeks to mitigate risk (see “Risk Factors”) through diversification, both by asset class and geographic location. The REIT invests in four real estate asset classes, being office, retail, industrial and residential properties, and acquires properties both in Canada and the United States. The REIT’s retail segment is further viewed by management as being comprised of three different segments: (i) the Primaris Segment, which is managed by Primaris Management Inc.; (ii) the H&R Retail Segment, and (iii) the ECHO Segment, comprised of the REIT’s interest in ECHO, a privately held real estate and development company which focuses on developing and owning a core portfolio of grocery anchored shopping centres in the United States. Therefore, the REIT has six operating segments and management assesses the results of these operations separately: the Office Segment, comprised of interests in 35 properties as at December 31, 2018 (December 31, 2017 – 36); the Primaris Segment, comprised of interests in 30 properties as at December 31, 2018 (December 31, 2017 – 31); the H&R Retail Segment, comprised of interests in 59 properties as at December 31, 2018 (December 31, 2017 – 123); the ECHO Segment, comprised of interests in 230 properties as at December 31, 2018 (December 31, 2017 – 227); the Industrial Segment, comprised of interests in 90 properties as at December 31, 2018 (December 31, 2017 – 93); and the Lantower Residential Segment, comprised of interests in 22 properties as at December 31, 2018 (December 31, 2017 – 17). Each of these reportable operating segments are distinguishable components of the business of REIT which provide related products or services that are subject to risks and rewards that are different from those of the other reportable segment. Further disclosure of segmented information by reportable operating segment (and by geographic area) can be found in the audited annual financial statements of the REIT for the financial year ended December 31, 2018.

Office Segment

The Office Segment consists of 35 office properties throughout Canada and in select markets in the United States with an average lease term to maturity of 11.1 years as at December 31, 2018. The investment policy of the Office Segment is to lease its properties on a long-term basis to creditworthy tenants. The Office Segment's rental revenue from investment properties was \$598.9 million for the year ended December 31, 2018 with 81.2% of Office Segment revenue earned from tenants with investment grade ratings (\$600.8 million for the year ended December 31, 2017).

Primaris Segment

The Primaris Segment consists of 17 enclosed shopping centres and 13 multi-tenant retail plazas throughout Canada with an average lease term to maturity of 4.8 years as at December 31, 2018. The Primaris Segment's rental revenue from investment properties was \$284.5 million for the year ended December 31, 2018 (\$281.1 million for the year ended December 31, 2017).

H&R Retail Segment

The H&R Retail Segment consists of 43 retail properties throughout Canada and 16 retail properties in the United States with an average lease term to maturity of 8.4 years as at December 31, 2018. The H&R Retail Segment's rental revenue from investment properties was \$86.2 million for the year ended December 31, 2018 (\$125.2 million for the year ended December 31, 2017).

ECHO Segment

The ECHO Segment focuses on developing and owning a core portfolio of grocery anchored shopping centres in select markets in the United States. The ECHO Segment's average lease term to maturity was 10.1 years as at December 31, 2018. The ECHO Segment's rental revenue from investment properties was \$68.2 million for the year ended December 31, 2018 (\$72.5 million for the year ended December 31, 2017).

Industrial Segment

The Industrial Segment consists of 84 industrial properties throughout Canada and 6 industrial properties in the United States with an average lease term to maturity of 6.7 years as at December 31, 2018. The Industrial Segment's rental revenue from investment properties was \$87.5 million for the year ended December 31, 2018 (\$96.8 million for the year ended December 31, 2017).

Lantower Residential Segment

The Lantower Residential Segment consists of 22 residential properties in the United States. The investment policy of the Lantower Residential Segment is to acquire properties in strong employment markets and where rents are increasing annually. The Lantower Residential Segment's rental revenue from investment properties was \$137.7 million for the year ended December 31, 2018 (\$80.5 million for the year ended December 31, 2017).

Sustainability

The REIT is committed to being a good corporate citizen and recognizes the responsibility the REIT has, as an owner, developer and manager of a large real estate portfolio, to consider the sustainability impacts of the REIT's assets and operations. In furtherance of the foregoing, the REIT

endeavours to reduce the carbon footprint of its existing assets and future developments. The REIT is committed to, among other things, investing responsibly, monitoring its use of resources and associated emissions, reducing consumption and pollution, increasing energy efficiency and integrating sustainability into the REIT's business, including the REIT's decision-making processes. The REIT has implemented a sustainability policy and will strive to, among other things, increase the REIT's monitoring and data collection with a focus on sustainability, increase the number of Properties with green building certification, engage with stakeholders and set a good example in the industry and create links between the REIT's sustainability performance and incentives for employees and executives.

The REIT's sustainability policy is available on the REIT's website under "Investor Relations – Governance".

General Developments of the Business of the REIT

Over the last three completed financial years, the portfolio of Properties that the REIT has an interest in has changed both in number (from interests in 517 Properties as at December 31, 2015 to interests in 466 Properties as at December 31, 2018) and in leasable area (from approximately 47.2 million square feet as at December 31, 2015 to approximately 42.5 million square feet as at December 31, 2018).

Between January 1, 2016 and December 31, 2018, the portfolio of Properties owned and operated by the REIT increased with the acquisition of interests in 34 properties and development of 15 properties, and decreased with the disposition of 100 properties. During the same period, the REIT sold an approximate 50% ownership interest in 3 properties while retaining the remaining interest, which did not result in a decrease in the number of Properties owned and operated by the REIT.

Over the last three completed financial years, the REIT has completed five public offerings and two private placement offerings raising total aggregate gross proceeds of approximately \$1.075 billion and U.S. \$125 million through the issuance of Senior Debentures. Generally, proceeds from the REIT offerings have been used to fund acquisitions and developments, repay indebtedness, and for general trust purposes.

In February 2016, the REIT, along with its co-owners, CrestPSP, acquired a 50% interest in a newly constructed industrial property in Calgary, Alberta for \$31.0 million.

In February 2016, the REIT repaid the remainder of the loan payable to ECHO for a total cash payment of U.S. \$60.8 million.

In March 2016, the REIT entered into a new senior unsecured term loan for \$200.0 million, maturing March 17, 2021. The REIT entered into an interest rate swap agreement to effectively fix the interest rate at 2.56% per annum on U.S. \$130.0 million of the U.S. dollar denominated borrowing under this credit facility.

In March 2016, the REIT entered into interest rate swap agreements to fix the interest rates on (i) the Series I senior debentures due January 23, 2017 at 2.54% per annum, (ii) the Series J senior debentures due February 9, 2018 at 2.04% per annum, and (iii) the Series K Senior Debentures at 2.36% per annum.

In March 2016, the REIT sold its 100% interest in two retail properties both located in the U.S. for U.S. \$22.9 million.

In April 2016, the REIT sold its 50% interest in an industrial property in Vaughan, Ontario for \$3.0 million.

In April 2016 and May 2016, the REIT sold its 100% interest in two retail properties both located in the U.S. for U.S. \$30.5 million.

In June 2016, the REIT acquired a residential rental property in Durham, North Carolina, comprised of 322 units for a purchase price of U.S. \$60.0 million.

In June 2016, the REIT sold its 33.3% freehold and leasehold interests in Scotia Plaza and 100 Yonge Street for approximately \$438.3 million. The purchaser assumed the REIT's share of the existing financing on the properties. The REIT received net proceeds of approximately \$227.0 million.

On July 8, 2016, the REIT and Finance Trust announced that the TSX approved their normal course issuer bid pursuant to which the REIT and Finance Trust may acquire up to 5,000,000 Stapled Units, representing 1.77% of the then issued and outstanding Stapled Units. The normal course issuer bid commenced on July 14, 2016 and ended on July 13, 2017. The REIT and Finance Trust did not make any purchases of Stapled Units pursuant to the bid.

In July 2016, the REIT repaid all of its outstanding 4.778% Series D senior debentures due July 27, 2016 upon maturity for a total cash payment of \$180.0 million.

In August 2016, the REIT sold its 50% interest in one industrial property in Baie-D'Urfé, Québec for \$4.2 million.

In August 2016, the REIT acquired a residential rental property in Dallas, Texas, comprised of 312 units for a purchase price of U.S. \$46.4 million.

In August 2016, the REIT acquired a 31.7% non-managing interest in a property under development in Hercules, California for a purchase price of U.S. \$10.0 million. See "Properties Under Development – Hercules Project, Hercules, California".

In September 2016, the REIT sold one retail property in Tyler, Texas for U.S. \$8.5 million.

In October 2016, the REIT acquired a residential rental property in Tampa, Florida, comprised of 300 units for a purchase price of U.S. \$69.0 million.

In November 2016, the REIT sold a 50% non-managing interest in the TransCanada Tower in Calgary, Alberta to HOOPP Realty Inc., a wholly-owned subsidiary of the Healthcare of Ontario Pension Plan, for approximately \$257.4 million.

In November 2016, the REIT completed a public offering of \$200 million principal amount of Series L Senior Debentures. See "Description of Senior Debentures".

In November 2016, the REIT acquired a residential rental property in San Antonio, Texas, comprised of 312 units for a purchase price of U.S. \$56.8 million.

In December 2016, the REIT repaid all of its remaining 4.50% Series E convertible unsecured subordinated debentures due December 31, 2016 upon maturity for a total cash payment of \$75.0 million.

In January 2017, the REIT sold a 50% non-managing interest in two enclosed shopping centres in Kingston, Ontario and Chicoutimi, Québec for approximately \$211.6 million. The purchaser assumed 50% of the existing financing on the properties, being approximately \$126.6 million.

In January 2017, the REIT completed a private offering of \$150 million principal amount of floating rate Series M Senior Debentures.

In January 2017, the REIT repaid all of its outstanding Series I senior debentures due January 23, 2017 upon maturity for a total cash payment of \$60.0 million.

In January 2017, the REIT completed a public offering of \$200 million principal amount of Series N Senior Debentures.

In January 2017, the REIT acquired a mortgage receivable for U.S. \$34.0 million secured against nine acres of land in Miami, Florida, known as “River Landing”.

In February 2017, the REIT repaid all of its outstanding 5.90% Series B senior debentures due February 3, 2017 upon maturity for a total cash payment of \$115.0 million.

In March 2017, the REIT extended the maturity date of the Primaris secured line of credit from December 2017 to July 2019.

In April 2017, the REIT completed a public offering of an additional \$150 million principal amount of Series N Senior Debentures, bringing the total principal amount of Series N Senior Debentures to \$350 million.

In July 2017, the REIT acquired a 33.3% non-managing interest in The Pearl in Austin, Texas for a purchase price of U.S. \$4.9 million (at the REIT’s ownership interest). See “Properties Under Development – The Pearl, Austin, Texas”.

On August 8 2017, the REIT received approval from the TSX for a normal course issuer bid pursuant to which the REIT will have the ability to purchase for cancellation up to a maximum of 5,000,000 Stapled Units during the period commencing on August 15, 2017 and ending on the earlier of August 14, 2018 and the date on which the REIT has purchased the maximum number of Stapled Units permitted under the bid. On March 14, 2018, the REIT received approval from the TSX to amend the existing normal course issuer bid to purchase up to a maximum of 15,000,000 Stapled Units. The normal course issuer bid terminated on August 14, 2018. Pursuant to the normal course issuer bid, the REIT and Finance Trust purchased and cancelled a total of 7,364,840 Stapled Units at a weighted average price of \$20.67 per Stapled Unit.

In August 2017, the REIT completed a public offering of an additional \$125 million principal amount of Series L Senior Debentures, bringing the total principal amount of Series L Senior Debentures to \$325 million.

In September 2017, the REIT redeemed all of the remaining 5.40% convertible unsecured subordinated debentures due November 30, 2018 assumed by the REIT in connection with the Primaris Transaction for a total cash payment of approximately \$74.4 million.

During the period from January 2017 through December 2017, the REIT acquired six residential rental properties comprised of 2,229 units for approximately U.S. \$386.8 million and sold one residential

rental property comprised of 428 units for U.S. \$32.2 million. Three of the residential rental properties acquired during the year are in Florida and three are in Texas.

During the period from January 2017 through December 2017, the REIT sold three retail properties located in the United States for approximately U.S. \$16.6 million.

During the period from January 2017 through December 2017, the REIT sold a 50.5% ownership interest in nine co-owned industrial properties located in the U.S. and a 50% ownership interest in one industrial co-owned property located in Canada for a sale price of approximately U.S. \$116.4 million and \$3.8 million, respectively at the REIT's share.

During the period from December 2016 through November 2017, ECHO acquired 11 properties and three land parcels for approximately U.S. \$41.4 million, at the REIT's ownership interest. During this period, ECHO sold one property for approximately \$2.5 million, at the REIT's ownership interest.

During the period from January 2017 through December 2017, the REIT secured 11 mortgages totaling \$611.5 million at a weighted average interest rate of 3.61% per annum and repaid 21 mortgages totaling \$617.9 million, which had a weighted average interest rate of 4.42% per annum.

On October 19, 2017, the REIT and Finance Trust announced a proposed internal reorganization (the "**Original Reorganization**") in respect of the Stapled Unit structure. Joint meetings of Unitholders were held on December 7, 2017 to approve the Original Reorganization. The Unitholders approved the proposed Original Reorganization, with approximately 99.8% of the Unitholders of each of the REIT and Finance Trust, respectively, voting in favour of the Original Reorganization. On December 14, 2017, the REIT and Finance Trust received a final order from the Court of Queen's Bench of Alberta approving the Original Reorganization. However, as a result of certain considerations, including the enactment in late December 2017 of the U.S. federal income tax legislation commonly originally referred to as the Tax Cuts and Jobs Act, the REIT and Finance Trust concluded that the Stapled Unit structure was no longer necessary and an amended internal reorganization (the "**Amended Reorganization**") should instead be implemented.

As at December 31, 2017, the REIT had a mortgage receivable outstanding of U.S. \$42.8 million secured against an office property currently under construction, known as "2218 Bryan St.", and an adjacent 3.3 acres of land, known as "2214 Bryan St.", located in the downtown core of Dallas, Texas. This project includes the re-development of a 93,000 square foot existing historical building into state-of-the-art office space. The 3.3 acres of excess land is expected to be developed into a residential rental property.

In January 2018, the REIT completed a public offering of \$250 million principal amount of Series O Senior Debentures.

In January 2018, the REIT obtained an additional \$200 million unsecured revolving line of credit due on January 31, 2023.

In January 2018, the H&R Retail Segment sold a property located in Windsor, Ontario for \$7.5 million.

In February 2018, the REIT repaid all of its outstanding Series E senior debentures due February 2, 2018 and Series J senior debentures due February 9, 2018 upon maturity for a cash payment of \$100 million and U.S. \$125 million, respectively.

In February 2018, the REIT completed a private offering of U.S. \$125 million principal amount of floating rate Series P Senior Debentures.

In February 2018, the REIT sold a 50% ownership interest in two industrial co-owned properties located in Canada and one retail property located in Canada for a total sale price of \$45.8 million, at the REIT's share.

On March 12, 2018, the REIT redeemed all of the remaining 2020 Convertible Debentures for a total cash payment of approximately \$96.7 million. From January 1, 2017 to March 12, 2018, a total of approximately \$0.1 million aggregate principal amount of 2020 Convertible Debentures was converted by holders thereof.

In March 2018, the REIT and Finance Trust received an order from the Court of Queen's Bench of Alberta approving the Amended Reorganization.

In April 2018, the REIT acquired a 33.3% non-managing ownership interest in a residential development site zoned for 263 residential rental units for U.S. \$8.7 million at the 100% level located in Seattle, WA, known as "Esterra Park". See "Properties under Development – Esterra Park, Seattle, Washington".

In April 2018, the REIT sold its 50% ownership interest in FIRST Tower in Calgary, Alberta for gross proceeds of \$53.5 million and repaid the associated mortgage, \$40.0 million at the REIT's ownership interest.

In May 2018, the REIT, along with CrestPSP increased its secured line of credit from \$50.0 million to \$125.0 million, at the 100% level.

In June 2018, the REIT sold 63 U.S. retail properties, totaling 4,235,943 square feet for U.S. \$633.0 million and realized a loss on sale of U.S. \$19.6 million which was primarily due to mortgage prepayment penalties and closing costs. Upon closing, the REIT repaid 48 mortgages totaling U.S. \$205.3 million, repaid bank debt of approximately U.S. \$152.4 million and funded acquisitions by the Lantower Residential Segment of U.S. \$255.7 million.

In June 2018, the REIT converted its mortgage receivable secured against River Landing into a wholly-owned property under development. See "Properties Under Development – River Landing, Miami, Florida".

In June 2018, the REIT purchased a 100% ownership interest in 20.3 acres of land in Prosper, TX, a suburb of Dallas for U.S. \$14.6 million. See "Properties Under Development – Prosper, Dallas, Texas".

In June 2018, the REIT extended its \$300 million Primaris secured line of credit until July 1, 2020.

In June 2018, the REIT repaid all of the 3.34% Series G Senior Debentures upon maturity for a cash payment of \$175.0 million.

In July 2018, the REIT acquired a 30.9% non-managing ownership interest in the development of a 35-story residential tower consisting of 315 luxury residential rental units and 6,450 square feet of retail space for a total of U.S. \$15.0 million at the 100% level. See "Properties under Development – Shoreline Gateway, Long Beach, California".

In August 2018, the Primaris Segment sold a multi-tenant retail property in Sherwood Park, Alberta for \$13.3 million.

On August 31, 2018, the REIT and Finance Trust effected the Amended Reorganization by way of plan of arrangement involving the REIT, Finance Trust and certain of the REIT's subsidiaries resulting in, among other things, (i) Finance Trust transferring debt owed to it by U.S. Holdco to the REIT for nil consideration and (ii) Unitholders subsequently transferring their Finance Trust Units to the REIT for nominal consideration and retaining their REIT Units. Following these transactions, Finance Trust was terminated, resulting in the REIT Units no longer being stapled to Finance Trust Units and Unitholders holding only REIT Units.

In September 2018, the REIT replaced its \$500.0 million unsecured line of credit scheduled to mature on December 18, 2018 with a new \$150.0 million unsecured line of credit maturing September 20, 2022 and a \$350.0 million unsecured line of credit maturing September 20, 2023.

In December 2018, the REIT repaid all of its outstanding Series C Senior Debentures upon maturity for a total cash payment of \$125.0 million.

In December 2018, the REIT acquired a 100% ownership interest in 2214 Bryan St. for approximately U.S. \$23.5 million. See "Properties under Development – 2214 Bryan St., Dallas, Texas".

In December 2018, the REIT obtained an additional \$250.0 million unsecured term loan maturing January 6, 2026. Through an interest rate swap, the REIT fixed the interest rate at 3.9% for the full seven-year term.

During the period from January 2018 through December 2018, the Lantower Residential Segment acquired five residential rental properties comprised of 1,638 residential rental units for approximately U.S. \$340.6 million. Three of the residential rental properties acquired during the year are in North Carolina, while the other two properties are in Florida and Texas, respectively.

During the period from January 2018 through December 2018, the Industrial Segment acquired a 50% ownership interest in one Canadian property and a 33.3% ownership interest in another Canadian property for approximately \$17.3 million. The REIT also sold a 50% ownership interest in four Canadian industrial properties and a 75% ownership interest in one Canadian industrial property for gross proceeds of approximately \$51.3 million.

During the period from December 2017 through November 2018, ECHO acquired three properties as well as eight properties under development for approximately U.S. \$10.5 million, at the REIT's ownership interest. During the same period, ECHO sold two properties for approximately \$1.0 million, at the REIT's ownership interest.

During the period from January 2018 through December 2018, the REIT secured 14 new mortgages totalling \$603.7 million at a weighted average interest rate of 4.1% for an average term of 9.3 years. In addition to repaying 48 mortgages totaling \$266.9 million (U.S. \$205.3 million) on the U.S. retail assets that were sold in June 2018, the REIT also repaid 19 other mortgages totaling \$138.2 million. Together, these mortgages had a weighted average interest rate of 4.8%.

In January 2019, the REIT sold a U.S. office property located in Lithia Springs, Georgia for gross proceeds of U.S. \$69.8 million and repaid the associated mortgage of U.S. \$43.7 million.

In January 2019, the REIT sold a retail property located in Eganville, Ontario for gross proceeds of \$4.2 million.

In February 2019, the REIT sold excess land at its head office in Toronto, Ontario for gross proceeds \$15.4 million.

In March 2019, the REIT borrowed \$250.0 million by way of an unsecured term loan maturing in March 2024 with an option to extend for a further two years. Through an interest rate swap, the REIT fixed the interest rate at 3.3% for the full five-year term.

During the period from January 2019 through March 2019, the REIT secured four new mortgages totalling \$66.1 million at a weighted average interest rate of 3.4% for an average term of 9.6 years and repaid two mortgages totaling \$75.4 million at a weighted average interest rate of 5.0%.

OBJECTIVES OF THE REIT

The following objectives have been approved by the REIT Trustees and may be amended or replaced by the REIT Trustees from time to time. In setting the objectives of the REIT, the REIT Trustees are subject to the investment guidelines and operating policies set out in the Declaration of Trust. See “Investment Guidelines and Operating Policies of the REIT”.

The objectives of the REIT are to (i) maximize REIT Unit value through ongoing active management of the REIT’s assets, acquisition of additional properties and the development and construction of projects; and (ii) provide holders of REIT Units with stable and growing cash distributions, generated by revenue it derives from a diversified portfolio of income-producing real estate assets. The REIT’s strategy to accomplish these two objectives is to accumulate a diversified portfolio of high-quality investment properties in Canada and the United States.

The REIT manages its commercial assets with an emphasis on maintaining stable operating cash flow through long-term leases to creditworthy tenants. Growth in operating cash flow is anticipated to be achieved through increases in lease rates built into existing long-term leases of the properties currently held by the REIT. Additional growth has also been achieved through acquisitions. Growth in annual rental rates is also expected from short term leases for residential properties. The REIT has implemented an investment strategy of acquiring properties to provide additional operating cash flow and enhance long-term portfolio value. The REIT will also pursue development projects that are consistent with the objectives and philosophy of the REIT.

The REIT finances its activities with a combination of long-term property-level fixed rate debt financing, unsecured debentures and drawings under lines of credit. To the extent that the REIT Trustees determine to seek additional capital, the REIT may raise such capital through additional equity offerings or debt financings.

INVESTMENT GUIDELINES AND OPERATING POLICIES OF THE REIT

Investment Guidelines

The Declaration of Trust provides for certain guidelines on investments which may be made by the REIT. The assets of the REIT may be invested only in accordance with the following guidelines:

- (a) the REIT will focus its investment activities on: (i) interests (including fee ownership, leasehold interests, mortgages and mortgage bonds) in real properties (including, for

greater certainty, real properties which are intended for, have the potential for or are otherwise under, development) which are, may be or will be income-producing; (ii) assets ancillary thereto necessary for the operation of such real properties; and (iii) such other activities as may be determined by the REIT Trustees; and

- (b) the REIT shall not, directly or indirectly, make any investment, take any action or omit to take any action where such investment, action or omission, as the case may be, (i) would result in REIT Units or Special Voting Units not being units of a “mutual fund trust” within the meaning of the Tax Act, (ii) would result in REIT Units or Special Voting Units not being qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered education savings plans, registered disability savings plans and tax-free savings accounts, (iii) would result in the REIT being liable to pay tax under the registered investment provisions of the Tax Act imposed for exceeding certain investment limits, or (iv) would result in the REIT not being a “real estate investment trust” for purposes of the Tax Act.

Operating Policies

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

- (a) (i) any written instrument creating an obligation which is or includes the granting by the REIT of a mortgage, and (ii) to the extent the REIT Trustees determine to be practicable and consistent with their fiduciary duty to act in the best interests of the Unitholders and Special Voting Unitholders, any written instrument which is, in the judgment of the REIT Trustees, a material obligation, shall contain a provision or be subject to an acknowledgement to the effect that the obligation being created is not personally binding upon, and that resort shall not be had to, nor shall recourse or satisfaction be sought from, the private property of any of the REIT Trustees, Unitholders, Special Voting Unitholders, annuitants under a plan of which a Unitholder or Special Voting 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 shall be bound; the REIT, however, is not required, but shall use all reasonable efforts, to comply with this requirement in respect of obligations assumed by the REIT upon the acquisition of real property;
- (b) the REIT shall not lease to any person any real property where that person and its affiliates would, after the contemplated lease, be leasing real property having an aggregate leasable area in excess of 20% of the aggregate leasable area of all real property held by the REIT;
- (c) the limitation contained in paragraph (b) shall not apply to the renewal of a lease and shall not apply where the lessee is, or where the lease is guaranteed by:
 - (i) the Government of Canada, the Government of the United States, any province or territory of Canada, any state of the United States or any municipality or city in Canada or the United States, or any agency or crown corporation thereof; or
 - (ii) any issuer, of which any of the bonds, debentures or other evidences of indebtedness or any other securities of, or guaranteed by, such issuer:

- (A) are authorized as an investment for insurance companies pursuant to subsections 86(1)(k), (m) or (n) of the *Canadian and British Insurance Companies Act* in effect on December 31, 1991; or
- (B) have received and continue to hold an “investment grade” rating from at least one recognized credit rating agency,

in each case at the time the lease is entered into, or at the time other satisfactory leasing arrangements (as determined by the REIT Trustees in their discretion) were entered into; or

- (iii) a Canadian chartered bank or a trust company or insurance company registered or licensed federally or under the laws of a province of Canada; and
- (d) the REIT shall not incur or assume any indebtedness if, after giving effect to the incurring or assumption of the indebtedness, the total indebtedness of the REIT would be more than 65% of the Total Assets; for the purposes of this paragraph, the term “**indebtedness**” means any obligation of the REIT for borrowed money to the extent that it appears as a liability on the balance sheet of the REIT calculated in accordance with generally accepted accounting principles but does not include (1) convertible debt instruments issued by the REIT under which the principal amount owing may be satisfied by the REIT through the issuance of REIT Units, (2) any preferred trust units that have not been called for redemption, (3) any trade accounts payable, distributions payable to Unitholders and accrued liabilities arising in the ordinary course of business, or (4) the fair value of any units, shares or other securities convertible into or exchangeable for REIT Units without the payment of additional consideration therefor.

For greater certainty, each subsidiary of the REIT shall comply with the foregoing policies, except that all percentage thresholds set forth in the foregoing paragraphs shall be calculated on a consolidated basis.

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 policy contained in paragraph (d) under the heading “– Operating Policies” may be amended only with the approval of at least two-thirds of the aggregate votes cast by Unitholders and Special Voting Unitholders entitled to vote thereon at a meeting of Unitholders and Special Voting Unitholders called for such purpose. Notwithstanding the foregoing sentence, if at any time a government or regulatory authority having jurisdiction over the REIT or any property of the REIT shall enact any law, regulation or requirement which is in conflict with any investment restriction of the REIT then in force, such restriction in conflict shall, if the REIT Trustees on the advice of legal counsel to the REIT so resolve, be deemed to have been amended to the extent necessary to resolve any such conflict and, notwithstanding anything to the contrary, any such resolution of the REIT Trustees shall not require the prior approval of Unitholders or Special Voting Unitholders. The remaining operating policies under the heading “– Operating Policies” may be amended with the approval of a majority of the aggregate votes cast by holders of REIT Units and Special Voting Units entitled to vote thereon at a meeting called for such purpose.

PROPERTIES

The following is a detailed description of the Properties and the leasing information as at December 31, 2018.

Office Segment

Office Properties	Ownership Interest	Year Build /Renovated	Net Rentable Area (Square Feet)	Occupancy	Major Tenant
5th Ave. at Centre St. Calgary, Alberta ¹	100%	2013	2,024,182	100%	Encana Corporation ⁽¹⁾
595 Bay St., 20 & 40 Dundas St. and 306 Yonge St. Toronto, Ontario	100%	1979 / 2016	1,058,593	98%	CIBC, Infrastructure Ontario, Legal Aid Ontario, HUB International
160 Elgin St. Ottawa, Ontario	100%	1971 / 2018	989,987	91%	Bell Canada, Public Works and Government Services Canada, Gowlings Canada Inc.
450-1st St. S.W. Calgary, Alberta	50%	2001 / 2016	931,187	100%	TransCanada PipeLines
1501 McKinney St. Houston, Texas	100%	2011	844,763	100%	Hess Corporation
3777 Kingsway St. Burnaby, British Columbia	50%	1976 / 2014	671,555	100%	Telus Communications
42-01 28th St. Long Island City, New York	100%	2011	669,554	100%	New York City Department of Health and Mental Hygiene
310-320-330 Front St. W. Toronto, Ontario	100%	1988 / 2015	611,473	99%	Toronto Dominion Bank, Royal Bank of Canada, Penguin Random House Canada Ltd.
5099 Creekbank Rd. Mississauga, Ontario	100%	2002 / 2016	525,921	100%	Bell Mobility
25 Dockside Dr. Toronto, Ontario	100%	2009	479,437	100%	Corus Entertainment Inc.
100 Wynford Dr. Toronto, Ontario	100%	1970 / 2011	444,898	100%	Bell Canada
200 Bouchard Boul. Dorval, Quebec	100%	1969 / 2011	437,157	100%	Bell Canada
25 Sheppard Ave. W. Toronto, Ontario	100%	1994 / 2016	374,738	92%	Nestle Canada, Transcontinental Media Inc., Public Works and Government Services Canada
5025 Creekbank Rd. Mississauga, Ontario	100%	2009 / 2016	365,295	100%	Bell Canada
5115 Creekbank Rd. Mississauga, Ontario	100%	2004 / 2016	249,118	100%	Bell Mobility
160 McNabb St. Markham, Ontario	100%	1986	220,000	100%	AC Nielsen Company of Canada
26 Wellington St. E. Toronto, Ontario	99%	1981 / 2005	179,702	100%	United Way, Industrial Alliance, IA Clarington Investments Inc.

Office Properties	Ownership Interest	Year Build /Renovated	Net Rentable Area (Square Feet)	Occupancy	Major Tenant
9050 W. Washington Blvd. Culver City, California	100%	1996	172,039	100%	Sony Pictures Entertainment Inc.
55 Yonge St. Toronto, Ontario	100%	1956 / 2011	163,516	95%	CIBC
145 Wellington St. W. Toronto, Ontario	100%	1987 / 2016	160,146	100%	Touchstone Institute, Royal Bank of Canada
649 North Service Rd. Burlington, Ontario	100%	1991 / 2011	123,000	100%	Wescam Inc.
6900 Maritz Dr. Mississauga, Ontario	100%	2001	104,689	100%	Bond Brand Loyalty Inc.
2611-3rd Ave. S.E. Calgary, Alberta	50%	1998 / 2013	95,225	100%	Alta Link LP
9330 Amberton Pkwy. Dallas, Texas	100%	1978 / 2016	92,694	100%	Texas Health Resources
200 Jameson Dr. Peterborough, Ontario	100%	2001 / 2016	89,405	100%	City of Peterborough
69 Yonge St. Toronto, Ontario	100%	1914 / 2011	87,081	93%	Shoppers Drug Mart, Destech Consulting, MoneyKey
5901 E. Fowler Ave. Temple Terrace, Florida	100%	1991	85,725	100%	Coca-Cola Enterprises Inc.
2480 Rock House Rd. Lithia Springs, Georgia ⁽²⁾	100%	2009	79,570	100%	PricewaterhouseCoopers LLP
9229 Lyndon B. Johnson Freeway Dallas, Texas	100%	1978 / 2015	79,049	100%	Texas Health Resources
88 McNabb St. Markham, Ontario	100%	1987 / 2006	74,592	100%	Johnson & Johnson
3625 Dufferin St. Toronto, Ontario	100%	1965 / 2016	73,417	86%	H&R REIT Management Services LP, H&R Property Management Ltd.
2767-2nd Ave. Calgary, Alberta	100%	1998 / 2010	69,793	100%	Alta Link LP
136 Charlotte St. Sydney, Nova Scotia	100%	1989 / 2016	69,500	100%	Province of Nova Scotia
131 McNabb St. Markham, Ontario	100%	1989 / 2014	54,100	100%	McKesson Canada Corporation
15 Dorchester St. Sydney, Nova Scotia	100%	1987 / 2016	50,671	100%	Public Works and Government Services Canada, MGM & Associates, CIBC
Office Segment: Total			12,801,772	98.6%	
Office Segment: REIT Total⁽³⁾			11,949,093	98.5%	

- (1) Encana Corporation has sublet 27 floors to Cenovus Energy.
(2) The REIT sold a 100% interest in this property subsequent to December 31, 2018.
(3) After giving effect to the actual percentage ownership interest of the REIT in the properties.

Primaris Segment

Primaris Properties	Ownership Interest	Year Build /Renovated	Net Rentable Area (Square Feet)	Occupancy	Major Tenant
Sunridge Mall Calgary, Alberta	100%	1981 / 2005	824,620	80%	Hudson's Bay, Sport Chek, Alberta Health Services
Orchard Park Shopping Centre Kelowna, British Columbia	100%	1971 / 2011	712,633	80%	Hudson's Bay, Sport Chek, Best Buy, Indigo
Place d'Orleans Orleans, Ontario	50%	1979 / 2018	684,336	89%	Hudson's Bay, Sport Chek, Canada Mortgage and Housing Corporation
Place du Royaume Chicoutimi, Quebec	50%	1973 / 2008	604,301	99%	Wal-Mart, Winners, Sports Experts
Cataraqui Centre Kingston, Ontario	50%	1982 / 2018	603,400	73%	Hudson's Bay, Sport Chek, Marshalls, Indigo
Dufferin Mall Toronto, Ontario	100%	1956 / 2016	588,685	99%	Wal-Mart, No Frills, Marshalls, Winners
Stone Road Mall Guelph, Ontario	100%	1975 / 2016	565,366	77%	Sport Chek, Marshalls, Indigo
Medicine Hat Mall Medicine Hat, Alberta	100%	1980 / 2017	519,603	77%	Hudson's Bay, Galaxy Cinemas, Marshalls
Regent Mall Fredericton, New Brunswick	50%	1976 / 2010	507,957	83%	Wal-Mart, Cineplex Odeon, Sport Chek
Northland Village Mall Calgary, Alberta	100%	1971 / 2005	504,852	90%	Wal-Mart, Best Buy, Winners
Park Place Shopping Centre Lethbridge, Alberta	100%	1988 / 2017	481,109	77%	Cineplex Odeon, Winners, Sport Chek
McAllister Place Saint John, New Brunswick	50%	1978 / 2017	463,460	70%	Marshalls, Sport Chek, Toys "R" Us
Kildonan Place Winnipeg, Manitoba	50%	1980 / 2017	452,207	72%	Marshalls, Home Sense, Famous Players
Sherwood Park Mall Sherwood Park, Alberta	100%	1972 / 2017	440,378	93%	Sobeys, Galaxy Cinemas, Indigo
Grant Park Shopping Centre Winnipeg, Manitoba	50%	1962 / 2017	405,921	99%	Canadian Tire, Red River Co-op, Landmark Cinemas
St. Albert Centre St. Albert, Alberta	100%	1980 / 2017	355,895	97%	Hudson's Bay, Sport Chek, Winners, London Drugs
Peter Pond Mall Fort McMurray, Alberta	100%	1978 / 2013	203,358	99%	Sport Chek, Boomtown Casino
Northpointe Town Centre Calgary, Alberta	100%	2000	200,582	100%	Landmark Cinemas, Canadian Tire
Canada One Outlets Niagara Falls, Ontario	100%	1999 / 2001	164,703	83%	Urban Planet, Tommy Hilgifer, Guess
Garden City Square/Annex (783-91, 841-3, 847, 849, 915 & 925 Leila Ave.) Winnipeg, Manitoba	100%	1976 / 2004	161,084	55%	Staples, Mark's
Edinburgh Marketplace (492-502 Edinburgh Rd. S.) Guelph, Ontario	100%	1996	112,911	97%	Metro, Mark's

Primaris Properties	Ownership Interest	Year Built /Renovated	Net Rentable Area (Square Feet)	Occupancy	Major Tenant
Park Plaza (3010-3084 Dunmore Rd. S.E.) Medicine Hat, Alberta	100%	1981	60,556	55%	Dollarama
Northland Professional Centre (4600 Crowchild Trail N.W.) Calgary, Alberta	100%	1978	52,344	93%	Dentistry, Medical, Chiropractic
Foothills Crossing (3619 61st Ave. S.E.) Calgary, Alberta	100%	1998 / 1999	40,480	100%	Staples
Sunridge Plaza (3014 Sunridge Blvd. N.E.) Calgary, Alberta	100%	2000	35,332	100%	Mark's, CIBC
Dunmore Plaza (3158-3202 Dunmore Rd. S.E.) Medicine Hat, Alberta	100%	1989 / 1999	31,829	88%	Lammler's, Little Caesars Pizza
Carry Drive Plaza (93-135 Carry Dr.) Medicine Hat, Alberta	100%	1989 / 2004	30,086	81%	BMO Nesbitt Burns, Original Joe's
Trans-Canada Plaza (3292 Dunmore Rd. S.E.) Medicine Hat, Alberta	100%	2005	20,115	100%	Best Buy
Scotia Plaza (71-83 Carry Dr.) Medicine Hat, Alberta	100%	1996	11,440	100%	Scotiabank, Pet Valu
Northland Shoppes (5120 Shaganappi Trail N.W. & 5615 Northland Dr. N.W.) Calgary, Alberta	100%	1974 / 1999	8,288	100%	A&W, Fountain Tire
Primaris Segment: Total			9,847,831	84.7%	
Primaris Segment: REIT Total⁽¹⁾			7,987,040	84.9%	

(1) After giving effect to the actual percentage ownership interest of the REIT in the properties.

H&R Retail Segment

Retail Properties	Ownership Interest	Year Built /Renovated	Net Rentable Area (Square Feet)	Occupancy	Major Tenant
10450-42nd Ave. Edmonton, Alberta	100%	1993	150,457	100%	Rona Inc.
505 Hwy. 118 W. Bracebridge, Ontario	50%	1988 / 2001	133,274	68%	Metro Ontario Inc., Habitat for Humanity, The Beer Store
2343 Princess St. Kingston, Ontario	100%	2003	129,181	100%	Rona Inc.
1 Boul. Bouthillier Rosemère, Quebec	100%	1998	124,851	100%	Rona Inc.
225 Joseph-Casavant Ave. Beauport, Quebec	100%	1990	124,182	100%	Rona Inc.

Retail Properties	Ownership Interest	Year Build /Renovated	Net Rentable Area (Square Feet)	Occupancy	Major Tenant
775 Panet Rd. Winnipeg, Manitoba	100%	1997	121,962	100%	Rona Inc.
1880 Innes Rd. Ottawa, Ontario	100%	1999	118,526	100%	Rona Inc.
5035 Boul. Cousineau St-Hubert, Quebec	100%	1996	117,765	100%	Rona Inc.
7277 Rue St-Jacques Montréal, Quebec	100%	2000	110,004	100%	Rona Inc.
730 Ottawa St. S. Kitchener, Ontario	100%	2004	105,978	100%	Rona Inc.
275 Boul. Rideau Rouyn-Noranda, Quebec	20%	1996 / 1998	104,222	100%	Walmart Canada Corp.
1550 & 1580 Cameron St. Hawkesbury, Ontario	100%	1997	103,596	100%	Walmart Canada Corp., McDonalds
1020 Dawson Rd. Thunder Bay, Ontario	100%	1969 / 2012	98,521	100%	Walmart Canada Corp.
2665-32nd St. N.E. Calgary, Alberta	100%	1998	89,438	100%	Rona Inc.
1333 Sargent Ave. Winnipeg, Manitoba	100%	1998	87,769	100%	Rona Inc.
1020 & 1090 Dawson Rd. (County Fair Mall) Thunder Bay, Ontario	50%	1970 / 1996	83,360	79%	No Frills, Dollarama, Fabricland Distributors Inc.
1058-1100 10th St. Hanover, Ontario	100%	2001	78,114	100%	Walmart Canada
590-640 River St. Thunder Bay, Ontario	100%	1965 / 2000	76,980	95%	Metro Ontario Inc., Shoppers Drug Mart
555 Rossland Rd. E. Oshawa, Ontario	50%	1975	66,876	100%	Metro Ontario Inc., Shoppers Drug Mart, LCBO
500 Hwy. 118 W. & 100/150 Muskoka Rd. Hwy. 118 W. Bracebridge, Ontario	50%	1989 / 1998	60,945	100%	Loblaws, Bank of Montreal, Dollarama
15 & 35 Alkenbrack St. Napane, Ontario	100%	1999 / 2000	49,718	100%	Metro Ontario Inc.
4610 Ontario St. Beamsville, Ontario	100%	2003 / 2005	49,633	83%	Sobeys, TD Canada Trust
110 Highway 20 E. Pelham, Ontario	100%	2001 / 2014	47,804	100%	Sobeys, LCBO
231-247 Mill St. Angus, Ontario	100%	2001	47,504	100%	Sobeys, Shoppers Drug Mart
315 Grand River St. N. Paris, Ontario	100%	2000 / 2009	45,711	100%	Sobeys
2080 Jans Blvd. Innisfil, Ontario	100%	2002	43,816	100%	Sobeys
1800-1812 LaSalle Blvd. Sudbury, Ontario	100%	1975	42,689	100%	Metro Ontario Inc.
812, 814, 818 Durham St. Kincardine, Ontario	100%	2000	42,132	100%	Sobeys

Retail Properties	Ownership Interest	Year Build /Renovated	Net Rentable Area (Square Feet)	Occupancy	Major Tenant
140 Algonquin Blvd. W. Timmins, Ontario	100%	1985 / 2002	40,640	100%	Metro Ontario Inc.
191 Indian Rd. S. Sarnia, Ontario	100%	2002 / 2003	40,464	100%	Metro Ontario Inc.
9320 Hwy. 93 Midland, Ontario	100%	1976 / 2003	40,000	100%	Rona Inc.
640 First St. Extension Collingwood, Ontario	100%	2000	38,000	100%	Metro Ontario Inc.
20210 Communication Rd. Blenheim, Ontario	100%	2002	35,076	100%	Sobeys
505 Arthur St. W. Thunder Bay, Ontario	100%	1965 / 2001	34,713	100%	Metro Ontario Inc.
560 Exmouth St. Sarnia, Ontario	100%	1955 / 1985	32,214	100%	Metro Ontario Inc.
1012 Broad St. E. Dunnville, Ontario	100%	2001	30,320	100%	Sobeys
14 Main St. Brighton, Ontario	100%	2002	29,730	100%	Sobeys
8754 Highway 60 Eganville, Ontario ⁽¹⁾	100%	2001	25,296	100%	Sobeys
2615 County Rd. 43 Kemptville, Ontario	100%	2005	25,127	100%	Metro Ontario Inc.
10645 State Bridge Rd. Alpharetta, Georgia	100%	2003	18,529	100%	Shell Oil Products
2755 Laurier St. Rockland, Ontario	100%	2006	16,890	100%	Shoppers Drug Mart
901 Supermall Rd. Auburn, Washington	100%	2001	16,465	100%	Shell Oil Products
4845 & 4865 Alabama Rd. N.W. Roswell, Georgia	100%	2002	16,406	100%	Shell Oil Products
902 Mohawk Rd. E. Hamilton, Ontario	100%	2004	15,847	100%	Shoppers Drug Mart
593 Summit Blvd. Broomfield, Colorado	100%	2000	15,732	100%	Shell Oil Products
111 Clarence St. Port Colborne, Ontario	100%	1960	14,939	32%	7-Eleven Canada Inc.
1546 E. Ray Rd. Gilbert, Arizona	100%	2002	14,916	100%	Shell Oil Products
22994 East Smoky Hill Rd. Aurora, Colorado	100%	2000	14,533	100%	Shell Oil Products
7520 Village Square Dr. Castle Rock, Colorado	100%	2000	13,713	100%	Shell Oil Products
3332 Arapahoe Rd. Erie, Colorado	100%	1999	13,713	100%	Shell Oil Products
1739 Buford Hwy. Cumming, Georgia	100%	2003	13,597	100%	Shell Oil Products

Retail Properties	Ownership Interest	Year Built /Renovated	Net Rentable Area (Square Feet)	Occupancy	Major Tenant
1947 & 1959 South Greenfield Rd. Mesa, Arizona	100%	2004	13,498	100%	Shell Oil Products
4901 & 4951 W. Eldorado Pkwy. McKinney, Texas	100%	2002	13,404	100%	Shell Oil Products
16542 Keystone Blvd. Parker, Colorado	100%	1999	13,368	100%	Shell Oil Products
8327 W. Thunderbird Rd. Peoria, Arizona	100%	2002	11,811	100%	Shell Oil Products
502 37th Ave. S.E. Puyallup, Washington	100%	2004	10,102	100%	Shell Oil Products
6330 State Rd. 7 Coconut Creek, Florida	100%	2006	9,553	100%	Shell Oil Products
3990 Red Cedar Dr. Highlands Ranch, Colorado	100%	2004	9,332	100%	Shell Oil Products
17 Alkenbrack St. Napanea, Ontario	100%	2002 / 2003	3,399	100%	Wendy's Restaurant
H&R Retail Segment: Total			3,096,335	97.4%	
H&R Retail Segment: REIT Total⁽²⁾			2,840,729	98.2%	

- (1) The REIT sold a 100% interest in this property subsequent to December 31, 2018.
(2) After giving effect to the actual percentage ownership interest of the REIT in the properties.

ECHO Segment

ECHO Properties⁽¹⁾	Ownership Interest	Year Built/ Renovated	Net Rentable Area (Square Feet)	Occupancy	Major Tenants
ECHO (five office properties) United States	33.6%	1952 / 2013	252,465	80%	Giant Eagle, Inc.
ECHO (221 retail properties) United States	33.6%	1939 / 2018	8,725,478	96%	Giant Eagle, Inc., GetGo, Harris Teeter, Publix Super Markets Inc.
ECHO (four industrial properties) United States	33.6%	1959 / 2009	1,173,653	98%	Giant Eagle, Inc., Comprehensive Logistics, Nordson
ECHO Segment: Total			10,151,596	95.7%	
ECHO Segment: REIT Total⁽²⁾			3,177,846	95.5%	

- (1) ECHO reports its holdings to the REIT one month in arrears due to time constraints on its reporting. The information included above is current as of November 30, 2018.
(2) After giving effect to the actual percentage ownership interest of the REIT in the properties.

Industrial Segment

Industrial Properties⁽¹⁾	Ownership Interest	Year Build /Renovated	Net Rentable Area (Square Feet)	Occupancy	Major Tenant
8550 Goreway Dr. Brampton, Ontario	100%	1989 / 1992	1,148,972	100%	Canadian Tire Corporation Ltd.
6336-114th Ave. S.E. Calgary, Alberta	100%	2000 / 2005	954,813	100%	Canadian Tire Corporation Ltd.
170 Butts St. South Hill, Virginia	50.5%	1998 / 2001	817,000	100%	Jones Apparel Group Inc.
7900 Airport Rd. Brampton, Ontario	50%	2014	744,413	100%	Unilever Canada Inc.
2300 Rue Senkus LaSalle, Quebec	50%	1972	742,000	100%	Owens-Illinois Canada Corp.
100 Metropolitan Rd. Toronto, Ontario	50%	1975 / 2016	738,102	100%	Hudson's Bay Company
220 Chemin du Tremblay Boucherville, Quebec	50%	1999	727,966	100%	Rona Inc.
260 Jordan Rd. Tifton, Georgia	50.5%	1996 / 2003	676,031	100%	Orgill Distribution Company
55 West Dr. Brampton, Ontario	50%	1969 / 1981	505,565	100%	Winners Apparel Ltd.
3300 70th Ave Edmonton, Alberta	33.3%	2018	404,649	100%	Ford Motor Company of Canada, Limited
137 Horner Ave. Etobicoke, Ontario	50%	1962 / 1973	317,503	100%	Wilsons Truck Lines Ltd., Production Resources
2121 Cornwall Rd. Oakville, Ontario	50%	1997 / 1998	314,166	100%	UPS Logistics Group Canada
4441-76th Ave. Calgary, Alberta	50%	1980 / 1991	313,438	98%	Lynden International Logistics Co., MC Commercial Inc.
1600 Lionel Boulet Varenes, Quebec	50%	1971	311,103	100%	ABB Inc.
500 Palladium Dr. Kanata, Ontario	50%	2000 / 2001	279,388	100%	DRS Technologies Canada Inc., Genband Canada, DNA Genotek Inc.
7830 Tranmere Dr. Mississauga, Ontario	50%	1985 / 1987	265,469	100%	Graphic Packaging International Canada ULC
283009 Logistics Dr. Calgary, Alberta	50%	2014	264,802	100%	Princess Auto Ltd.
1595 North Service Rd. Oakville, Ontario	50%	2002	254,891	100%	UPS SCS Inc.
1 Chandaria Pl. Kitchener, Ontario	50%	1967	254,719	0%	
590 Nash Rd. N. Hamilton, Ontario	50%	1956 / 1992	227,701	100%	Versacold Logistics Canada
1801 Blairtown Rd. Rock Springs, Wyoming	50.5%	2004	226,639	100%	Halliburton Energy Services
475 Admiral Blvd. Mississauga, Ontario	50%	1994 / 1999	224,534	100%	National Logistics Services

Industrial Properties⁽¹⁾	Ownership Interest	Year Build /Renovated	Net Rentable Area (Square Feet)	Occupancy	Major Tenant
2695 Meadowvale Blvd. Mississauga, Ontario	50%	1999 / 2003	218,639	100%	Lorama Group Inc.
15 Production Rd. Brampton, Ontario	100%	2017	215,020	100%	Solutions 2 Go Inc.
5105 Fisher St. Montreal, Quebec	50%	1965 / 1969	211,858	100%	Versacold Logistics Canada
6100 Chemin Cote de Liesse Montreal, Quebec	50%	1998 / 2002	203,365	100%	Versacold Logistics Canada
1616 Rue Eiffel Boucherville, Quebec	50%	1989 / 2001	186,793	100%	Staples Canada Inc.
30 Aero Dr. Calgary, Alberta	50%	2001	184,377	100%	Purolator Courier Limited
316 Aviva Park Dr. Toronto, Ontario	50%	1977 / 2002	168,091	100%	Versacold Logistics Canada
7575 Brewster Ave. Philadelphia, Pennsylvania	50.5%	1981	164,150	100%	Veritiv Operating Company
6735-11th St. N.E. Calgary, Alberta	50%	1979	163,899	100%	Finning International Inc.
10910-170th St. N.W. Edmonton, Alberta	50%	1977 / 1999	154,721	100%	Finning International Inc.
1035 Wilton Grove Rd. London, Ontario	50%	1967 / 1980	148,467	100%	Versacold Logistics Canada
5555-78th Ave. S.E. Calgary, Alberta	50%	1996 / 2002	148,132	100%	Versacold Logistics Canada
1, 4 & 8 Prince Andrew Pl. Toronto, Ontario	50%	1966 / 1985	139,520	100%	Symcor Inc.
20 Pettipas Dr. Halifax, Nova Scotia	50%	1972 / 1975	138,546	100%	Versacold Logistics Canada
1670 Rue Eiffel Boucherville, Quebec	50%	1999	127,776	100%	Carquest Canada
7920 Airport Rd. Brampton, Ontario	100%	2017	127,040	100%	Sleep Country Canada Inc.
400 Traders Blvd. E. Mississauga, Ontario	50%	1985 / 1999	126,790	100%	Amhil Enterprises Ltd.
5550 Skyline Way Calgary, Alberta	50%	1984	124,805	100%	Hunting Oilfield Services (Canada) Ltd.
510 East Courtland St. Morton, Illinois	50.5%	2000	123,090	100%	Veritiv Operating Company
17718-114th Ave. Edmonton, Alberta	50%	2000	121,315	100%	Purolator Courier Limited
7000 Rue Armand Quebec City, Quebec	50%	2000	120,584	100%	Purolator Courier Limited
300 Humber College Blvd. Etobicoke, Ontario	50%	2005	114,316	100%	Give and Go Prepared Foods Corp.
19100-94th Ave. Surrey, British Columbia	50%	1998 / 2001	112,819	100%	Finning International Inc.
525 Boxwood Dr. Cambridge, Ontario	50%	2003	111,996	100%	United Auto Parts Inc.

Industrial Properties⁽¹⁾	Ownership Interest	Year Build /Renovated	Net Rentable Area (Square Feet)	Occupancy	Major Tenant
200 Rock Run Rd. Fairless Hills, Pennsylvania	50.5%	1979	108,225	100%	Automotive Industry
1 Duck Pond Rd. Lakeside, Nova Scotia	50%	1968 / 2000	105,975	100%	Sysco Food Services of Canada, Inc.
550 McAllister Dr. St. John's, New Brunswick	50%	2003	104,094	100%	Carquest Canada
6740 Campobello Rd. Mississauga, Ontario	50%	1980 / 1985	94,700	100%	Maxxam Analytics
9300 Airport Rd. Hamilton, Ontario	50%	2000	93,357	100%	Purolator Courier Limited
1550 Creditstone Rd. Vaughan, Ontario	50%	2000	88,584	100%	Purolator Courier Limited
1588 Cliveden Ave. Vancouver, British Columbia	50%	1999	87,388	100%	Versacold Logistics Canada
11 Simmonds Dr. Halifax, Nova Scotia	50%	1981	86,900	100%	Versacold Logistics Canada
2600 Meadowvale Rd. Mississauga, Ontario	50%	2000	84,486	100%	Purolator Courier Limited
10 Old Placentia Rd. Mount Pearl, Newfoundland & Labrador	50%	1989 / 2003	80,730	100%	Sysco Food Services of Canada, Inc.
2 East Beaver Creek Rd. Richmond Hill, Ontario	50%	1988	78,588	69%	MTY Tiki Ming Enterprises Inc., Baxter Corporation, Sick Ltd.
1999 Forbes St. Whitby, Ontario	50%	1987	78,485	100%	Automotive Industry
19572-94th Ave. Vancouver, British Columbia	50%	1994 / 1998	78,479	100%	Versacold Logistics Canada
460 MacNaughton Ave. Moncton, New Brunswick	50%	1979 / 1995	76,303	100%	Sysco Food Services of Canada, Inc.
190 Goodrich Drive Kitchener, Ontario	50%	1980	73,124	79%	Sterling Packers, GFL Environmental Inc.
10430-178th St. N.W. Edmonton, Alberta	50%	1979	70,676	100%	Finning International Inc.
180 Market Dr. Milton, Ontario	50%	1979	69,000	100%	Heligear Corp.
John G. Diefenbaker Airport Saskatoon, Saskatchewan	50%	2001	66,355	100%	Purolator Courier Limited
118 MacDonald Cres. Fort McMurray, Alberta	50%	1977	65,169	100%	Finning International Inc.
1764 & 1776 Kelly Douglas Rd. Kamloops, British Columbia	50%	1965 / 1989	64,271	100%	Finning International Inc.
611 Ferdinand Blvd. Dieppe, New Brunswick	50%	1997	63,053	100%	Sysco Food Services of Canada, Inc.
9201 Rue de l'Innovation Anjou, Quebec	50%	2000	62,691	100%	Purolator Courier Limited
6520 Kestrel Rd. Mississauga, Ontario	50%	2000	62,217	100%	Purolator Courier Limited

Industrial Properties⁽¹⁾	Ownership Interest	Year Build /Renovated	Net Rentable Area (Square Feet)	Occupancy	Major Tenant
2005 Boul. Dagenais Laval, Quebec	50%	2000	62,217	100%	Purolator Courier Limited
550 York Rd. Niagara-on-the-Lake, Ontario	50%	2000	62,185	100%	Purolator Courier Limited
3104-97th St. Edmonton, Alberta	50%	2000	62,169	100%	Purolator Courier Limited
2860 Plymouth Dr. Oakville, Ontario	50%	1989	59,396	100%	511 Foods Ltd.
96 Glencoe Dr. St. John's, Newfoundland & Labrador	50%	1981	49,177	100%	Versacold Logistics Canada
8610 87 Ave., Industrial Park W. Peace River, Alberta	50%	1970	44,668	100%	Finning International Inc.
72 Plant Farm Blvd. Brantford, Ontario	50%	1990 / 2001	44,500	100%	Stone Straw Ltd.
5321-11th St. N.E. Calgary, Alberta	50%	1991	42,985	100%	Seitel Canada Ltd.
2815 Matheson Blvd. E. Mississauga, Ontario	94%	1987	40,000	100%	ADT Security Services
2021-41st Ave. NE. & 4000 19th St. N.E. Calgary, Alberta	50%	1975	39,272	100%	Maxxam Analytics Inc.
749 Douglas Fir Rd. Sparwood, British Columbia	50%	1978	31,784	100%	Finning International Inc.
6740-67th Ave. Red Deer, Alberta	50%	1975	30,655	100%	Finning International Inc.
1604 & 1720 Willow St. Campbell River, British Columbia	50%	1980	30,000	100%	Finning International Inc.
9331 48th St. Edmonton, Alberta	50%	1983	29,832	100%	Maxxam Analytics Inc.
19498-92nd Ave. Surrey, British Columbia	50%	1992	28,621	100%	Finning International Inc.
45 Bodrington Ct. Markham, Ontario	50%	1992	28,089	100%	Canada Bread Company Limited
450 Mackenzie Ave. & 265 Fifth Ave. S. Williams Lake, British Columbia	50%	1959 / 1978	27,321	100%	Finning International Inc.
2400 Matheson Blvd. E. Mississauga, Ontario	50%	1993	25,273	100%	Givaudan Canada Co.
Mile 49.5 Alaska Hwy. Fort St. John, British Columbia	50%	1979	21,259	100%	Finning International Inc.
4750-101 St. N.W. Edmonton, Alberta	50%	1978	20,457	100%	Finning International Inc.
700 Vanalman Ave. Victoria, British Columbia	50%	1990	14,411	100%	Finning International Inc.
Industrial Segment: Total			17,007,094	98.2%	

Industrial Properties⁽¹⁾	Ownership Interest	Year Build /Renovated	Net Rentable Area (Square Feet)	Occupancy	Major Tenant
Industrial Segment: REIT Total⁽²⁾			9,687,190	98.5%	

- (1) Of the 90 industrial properties owned as at December 31, 2018, the REIT has a 50% ownership interest in 77 Canadian industrial properties, a 50.5% ownership interest in 6 U.S. industrial properties, and a 33.3% interest in one Canadian industrial property, with CrestPSP owning the remaining interest.
- (2) After giving effect to the actual percentage ownership interest of the REIT in the properties.

Lantower Residential Segment

Residential Properties	Ownership Interest	Year Build /Renovated	Net Rentable Area (Square Feet)	Number of Units	Occupancy
10440 Sanderling Shores Dr. Tampa, Florida	100%	2016	506,372	450	93%
1810 Sweetbroom Cir. Lutz, Florida	100%	2010	477,513	451	93%
125 & 175 Fountain Ct. & 325 Murray Farm Rd. Fairview, Texas	100%	2008	383,054	420	91%
12101 Fountainbrook Blvd. Orlando, Florida	100%	2000	379,588	400	95%
8401 Memorial Lane Plano, Texas	100%	2008	362,785	398	91%
6101 Ardrey Kell Rd. Charlotte, North Carolina	100%	2016	360,391	375	90%
12932 Mallory Cir. Orlando, Florida	100%	2004	351,010	314	95%
1801 Warner Ranch Rd. Round Rock, Texas	100%	2001	337,838	358	91%
3767 Southwest Durham Dr. Durham, North Carolina	100%	2014	315,469	322	95%
15175 Integra Junction Odessa, Florida	100%	2017	314,048	322	91%
4504 West Spruce St. Tampa, Florida	100%	2014	307,764	300	95%
4025 Huffines Blvd. Carrollton, Texas	100%	2012	297,450	312	93%
6000 Elevate Cir. Cary, North Carolina	100%	2018	296,168	308	47%
11660 Westwood Blvd. Orlando, Florida	100%	2017	293,832	282	96%
14301 N. Interstate Hwy. 35 Austin, Texas	100%	2017	278,578	370	82%
504 East Pettigrew St. Durham, North Carolina	100%	2018	276,720	305	70%
14233 The Lakes Blvd. Austin, Texas	100%	2016	272,427	375	89%

Residential Properties	Ownership Interest	Year Built /Renovated	Net Rentable Area (Square Feet)	Number of Units	Occupancy
2600 Lake Ridge Rd. Lewisville, Texas	100%	2016	265,038	301	88%
327 West Sunset Rd. San Antonio, Texas	100%	2015	259,951	312	87%
14201 N. Interstate, 35 Frontage Rd. Austin, Texas	100%	2018	255,412	328	56%
12601 South Green Dr. Houston, Texas	100%	1984	219,948	268	93%
Lantower Residential Segment and REIT Total			6,811,356	7,271	88.0%

Overview of Portfolio

The following tables summarize information relating to the Properties as at December 31, 2018 (based on the REIT's proportionate share).

	Office Segment	Primaris Segment	H&R Retail Segment	ECHO Segment	Industrial Segment	Lantower Residential Segment⁽²⁾	Total
Number of Properties	35	30	59	230	90	22	466
Total Leasable Area (square feet in thousands)	11,949	7,987	2,841	3,178	9,687	6,811	42,453
Occupancy	98.5%	84.9% ⁽³⁾	98.2%	95.5%	98.5%	88.0% ⁽⁵⁾	94.0%
Average contractual rent per sq.ft. - Canadian properties ⁽¹⁾	\$26.41	\$25.44	\$11.74	N/A	\$6.86	N/A	\$18.80
Average contractual rent per sq.ft. - U.S. properties (USD) ⁽¹⁾	\$35.78	N/A	47.15 ⁽⁴⁾	\$15.48	\$3.37	\$16.94	\$19.04
Interest Rate on Outstanding Mortgages	4.2%	4.1%	5.5%	5.2%	4.6%	4.0%	4.2%
Average remaining term to maturity (in years)	11.1	4.8	8.4	10.1	6.7	N/A	9.0
Average remaining term to maturity of mortgages payable (in years)	4.1	3.3	3.6	10.7	6.5	8.3	5.5

(1) Excludes properties sold in their respective year.

(2) Properties under development have been excluded from the key performance drivers above.

(3) Primaris occupancy and occupancy-same-asset as at December 31, 2018 included eight Sears' store locations totaling 609,749 square feet which closed and became vacant in January 2018. Primaris occupancy would have been 92.6% had these eight Sears store locations been occupied as at December 31, 2018.

(4) In June 2018, the REIT sold 63 of its 79 U.S. retail properties owned as at December 31, 2017 which resulted in average contractual rent per sq. ft. increasing from U.S. \$13.11 for the year ended December 31, 2017 to U.S. \$47.15 for the year ended December 31, 2018.

(5) The Lantower Residential Segment has four properties in lease-up with a weighted average occupancy rate of 67.5% as at December 31, 2018. Excluding these four properties, occupancy would have been 92.5% as at December 31, 2018.

Lease Maturity Profile

Canadian Portfolio:

Lease Expiries	Office		Primaris		H&R Retail		Industrial		Total ⁽¹⁾	
	Sq.ft.	Rent (\$) ⁽²⁾	Sq.ft.	Rent (\$) ⁽²⁾	Sq.ft.	Rent (\$) ⁽²⁾	Sq.ft.	Rent (\$) ⁽²⁾	Sq.ft.	Rent (\$) ⁽²⁾
2019	215,720	25.03	972,308	24.91	147,523	9.15	764,485	5.65	2,100,036	16.80
2020	234,603	22.36	1,046,416	21.68	97,284	15.23	708,995	8.55	2,087,298	17.00
2021	483,976	18.34	720,805	27.23	208,947	11.48	276,949	5.83	1,690,677	19.23
2022	623,173	24.58	722,270	24.73	53,879	11.33	1,147,156	6.83	2,546,478	16.35
2023	506,186	21.86	462,898	35.50	49,778	12.68	386,899	6.61	1,405,761	21.83
	2,063,658	22.24	3,924,697	25.69	557,411	11.61	3,284,484	6.82	9,830,250	17.86
Total % of each segment	20.8%		49.1%		21.3%		38.1%		33.7%	

(1) The ECHO Segment contains only non-Canadian properties.

(2) Rent per sq. ft. on expiry stated in Canadian dollars.

U.S. Portfolio:

Lease Expiries	Office		H&R Retail		ECHO		Industrial		Total ⁽¹⁾	
	Sq.ft.	Rent (\$) ⁽²⁾	Sq.ft.	Rent (\$) ⁽²⁾	Sq.ft.	Rent (\$) ⁽²⁾	Sq.ft.	Rent (\$) ⁽²⁾	Sq.ft.	Rent (\$) ⁽²⁾
2019	-	-	13,368	46.44	112,487	11.82	82,896	3.94	208,751	10.91
2020	-	-	57,691	52.38	331,047	8.00	-	-	388,738	14.59
2021	-	-	16,465	47.64	159,619	16.16	-	-	176,084	19.10
2022	563	71.76	56,537	46.21	163,240	16.86	54,654	4.94	274,994	20.64
2023	85,725	5.86	32,126	37.97	147,272	21.86	412,585	3.00	677,708	9.12
	86,288	6.29	176,187	46.88	913,665	13.71	550,135	3.33	1,726,275	13.42
Total % of each segment	4.3%		80.5%		28.7%		51.5%		26.6%	

(1) The Primaris Segment contains only non-U.S. properties.

(2) Rent per sq. ft. on expiry stated in U.S. dollars.

Mortgage Maturities

Year ⁽¹⁾	Office Segment	Industrial Segment	Retail Segment	Lantower Residential Segment	ECHO Segment	Primaris Segment	Total
2019	-	10,989	67	-	-	48,071	59,127
2020	301,636	15,444	10,019	-	-	39,269	366,368
2021	532,474	12,587	140	-	-	294,030	839,231
2022	383,322	27,418	2,091	-	1,599	127,122	541,552
2023	305,002	15,950	137	70,657	-	-	391,746

(1) In thousands of dollars.

PROPERTIES UNDER DEVELOPMENT

The following is a description of the REIT's properties under development as at December 31, 2018. ECHO also has 11 properties under development which are not included in the discussion below.

Mayfield West, Caledon, Ontario

During the fourth quarter of 2010, the REIT acquired approximately 106 acres located in Caledon, Ontario for a purchase price of approximately \$38.0 million and a vendor take-back mortgage of \$18.0 million. In 2011, the REIT purchased an additional 44 acres of land in Caledon, Ontario for a purchase price of approximately \$6.5 million. In December 2012, the REIT sold approximately 32 acres of land and repaid the vendor take-back mortgage of 18.0 million. These lands form part of the planned community of Mayfield West. The project consists of an aggregate of 144 developable acres of land and is expected to produce 2.7 million square feet of industrial properties. Construction is expected to commence on the first three buildings totaling 530,000 square feet in April 2019. As at December 31, 2018, the fair value of this property under development was \$85.6 million.

Jackson Park, Long Island City, New York

The 1,871 luxury residential rental unit development in Long Island City, NY, in which the REIT has a 50% ownership interest ("**Jackson Park**"), is nearing completion and expected to be transferred to investment properties in Q1 2019. The REIT's trophy project is on budget and slightly ahead of the development lease-up schedule. As at December 31, 2018, 1,274 leases had been entered into and 1,231 units were occupied. The remaining lease-up is expected to occur during the balance of 2019 with stabilized occupancy expected to be achieved during Q3 2019. The five-storey 45,000 square foot amenity building known as "The Club at Jackson Park" is complete and open to residents. Upon stabilized occupancy, the first full year's property operating income at the REIT's ownership interest is projected to be U.S. \$35.9 million, equating to a 6.2% yield on budgeted cost of U.S. \$580.7 million. Jackson Park, at the 100% level, has been valued at approximately U.S. \$1.6 billion as at December 31, 2018 compared to costs to date of approximately U.S. \$1.1 billion, resulting in a fair value increase of U.S. \$522.6 million since the start of the project.

River Landing, Miami, Florida

In June 2018, the REIT converted its mortgage receivable secured against the urban in-fill development site in Miami, FL ("**River Landing**") into a wholly-owned property under development. River Landing, with approximately 1,000 feet of waterfront on the Miami River, is adjacent to the Health District and is two miles from downtown Miami. River Landing is a mixed-use development including approximately 346,000 square feet of retail space, approximately 136,000 square feet of office space and 529 residential rental units. As at December 31, 2018, 66.0% of the retail space has been leased, with a further 10.1% under executed non-binding letters of intent. Construction is underway with occupancy scheduled to commence in Q2 2020. The total cost of the project is expected to be U.S. \$424.8 million and as at December 31, 2018, approximately U.S. \$196.0 million had been invested in the development. Upon stabilized occupancy, the first full year's property operating income is projected to be U.S. \$24.4 million, equating to a 5.7% yield on budgeted cost.

Hercules Project, Hercules, California

The REIT has a 31.7% non-managing ownership interest in 38.4 acres of land located in Hercules, CA, adjacent to San Pablo Bay, northeast of San Francisco, for the future development of residential rental units (“**Hercules Project**”). This waterfront, multi-phase, master-planned, in-fill mixed-use development surrounds a future intermodal transit centre, including train and ferry service, and is adjacent to an 11-acre waterfront future regional park. The initial investment to purchase the land was approximately U.S. \$10.0 million (at the REIT’s ownership interest). As at December 31, 2018, the REIT’s investment was approximately U.S. \$13.6 million. Phase 1 of the Hercules Project, known as “Block N – Creekside Apartments” will consist of 172 residential rental units, including lofts and townhomes and 13,979 square feet of ground level retail. The four-storey podium project sits on 2.2 acres over a one-level subterranean parking garage. Construction commenced in June 2018. The total budget for this phase is expected to be approximately U.S. \$82.1 million and construction financing of U.S. \$57.5 million was secured in July 2018, both at the 100% level. In addition, in July 2018, the Hercules Project obtained a U.S. \$14.0 million land loan, at the 100% level, secured against the remaining land parcels.

The Pearl, Austin, Texas

The REIT has a 33.3% non-managing ownership interest in approximately 5.0 acres of land in Austin, TX for the future development of 383 residential rental units which will be known as “The Pearl”. This residential development site is close to major technology employers including Apple, IBM, Oracle, and Samsung, as well as the University of Texas at Austin and downtown Austin. Construction commenced in October 2018. The total budget for this project is approximately U.S. \$69.7 million and construction financing of U.S. \$47.9 million was secured in October 2018, both at the 100% level. As at December 31, 2018, the REIT’s investment was approximately U.S. \$6.4 million.

Esterra Park, Seattle, Washington

In April 2018, the REIT acquired a 33.3% non-managing ownership interest in a residential development site zoned for 263 residential rental units for U.S. \$8.7 million, at the 100% level, located in Seattle, WA (“**Esterra Park**”). Esterra Park is part of a larger master planned community and is adjacent to Microsoft, Inc.’s headquarters, bus transit and future light rail which is expected to be completed in 2021. Construction commenced in November 2018. The total budget for this project is approximately U.S. \$95.7 million and construction financing of U.S. \$66.5 million was secured in October 2018, both at the 100% level. As at December 31, 2018, the REIT’s investment was approximately U.S. \$6.2 million.

Shoreline Gateway, Long Beach, California

In July 2018, the REIT acquired a 30.9% non-managing ownership interest in the development of a 315 luxury residential rental unit tower with 6,450 square feet of retail space for a total of U.S. \$15.0 million, at the 100% level. Located in Long Beach, CA, “Shoreline Gateway” will become the tallest residential tower in Long Beach with 35 floors enjoying views overlooking the Pacific Ocean. Construction commenced in November 2018. The total budget for this project is approximately U.S. \$227.1 million and construction financing of U.S. \$132.0 million was secured in December 2018, both at the 100% level. As at December 31, 2018, the REIT’s investment was approximately U.S. \$6.4 million.

Prosper, Dallas, Texas

In June 2018, the REIT purchased a 100% ownership interest in 20.3 acres of land in Prosper, TX, a suburb of Dallas (“**Prosper**”) for U.S. \$14.6 million. The location along Dallas North Tollway enables

quick access to the acclaimed Legacy West Development, home to major corporate employers including the regional headquarters of Toyota North America, Federal Express, Inc., Liberty Mutual Regional and JP Morgan Chase. The site is expected to consist of 1,000 residential rental units.

2214 Bryan St., Dallas, Texas

In December 2018, the REIT acquired a 100% interest in approximately 3.3 acres of land in downtown Dallas, TX (“**2214 Bryan St.**”) for approximately U.S. \$23.5 million. The site was purchased for the future development of luxury residential rental units. The location benefits from great connectivity as the Pearl/Arts District DART (public rail) station is adjacent to the site.

MORTGAGES RECEIVABLE

The following is a description of the REIT’s major mortgage receivables as at December 31, 2018.

FIRST Tower, Calgary, Alberta

In April 2018, the REIT issued a mortgage receivable as part of the sale of FIRST Tower in Calgary, Alberta for \$31.4 million.

2217 Bryan St., Dallas, Texas

As at December 31, 2018, the REIT has a mortgage receivable outstanding of U.S. \$32.9 million secured against an office property currently under construction located in the downtown core of Dallas, Texas. This project includes the re-development of a 93,000 square foot existing historical building into state-of-the-art office space. To date, approximately 73.0% has been pre-leased.

FINANCING

The Declaration of Trust provides that the REIT shall not incur or assume any indebtedness if, after giving effect to the incurring or assumption of the indebtedness, the total indebtedness of the REIT would be more than 65% of the Total Assets (see “Investment Guidelines and Operating Policies of the REIT”). As at December 31, 2018, the REIT’s aggregate amount of indebtedness amounted to approximately 44.6% of the Total Assets.

The following table reflects the repayment schedule for mortgages relating to the REIT’s Properties, the REIT’s debentures payable and the REIT’s unsecured term loans as at December 31, 2018 (based on the REIT’s proportionate share).

Future repayments by year of maturity	Periodic Amortized Principal (\$000’s)	Principal on Maturity (\$000’s)	Total Principal (\$000’s)	% of Total Principal	Weighted Average Interest Rate on Maturity
2019	149,059	409,127	558,186	8.7%	2.8%
2020	140,655	711,368	852,023	13.2%	4.1%
2021	123,221	1,039,860	1,163,081	18.1%	3.7%
2022	82,973	866,552	949,525	14.8%	3.6%
2023	71,336	641,746	713,082	11.1%	3.7%
Thereafter			2,190,325	34.1%	
Total			6,426,222	100.0%	

NON-COMPETITION ARRANGEMENTS

H&R Developments and the Related Party entered into the non-competition agreement (the “**Non-Competition Agreement**”) with the REIT, effective December 23, 1996, pursuant to which H&R Developments are prohibited from investing in any office or industrial property in Canada and the Related Party (and his spouse and minor children) are prohibited from investing in any office, industrial or retail property in Canada, unless such investment has first been offered to the REIT in accordance with the terms of the Non-Competition Agreement or subject to the following exceptions relating to office or industrial property development and office property acquisition: (i) if the “excepted property” is not a build to suit, it must be offered to the REIT at fair market value after it has been substantially leased; (ii) if the “excepted property” is a proposed build to suit for a specific tenant on a “turnkey” basis, it must be offered in advance to the REIT for purchase on completion and occupancy by the tenant; and (iii) if the “excepted property” is a build to suit to be sold (unless such property was built for a specific tenant on a “turnkey” basis), it must be first offered to the REIT, subject to the rights of tenants and co-owners. H&R Developments and the Related Party have also agreed that, during the term of any lease of a tenant of any Initial Property or within 60 days after the expiry thereof, they and their applicable spouses and minor children will not solicit such tenant to move to a building in which the REIT does not have an interest.

The restrictions in the Non-Competition Agreement apply to H&R Developments until Thomas J. Hofstedter ceases to be bound by the Non-Competition Agreement and has no active role in the management of H&R Developments.

The Related Party is bound by such restrictions until one year after ceasing to be a REIT Trustee, officer or employee of the REIT. A breach of the Non-Competition Agreement by Thomas J. Hofstedter or H&R Developments (so long as Thomas J. Hofstedter has an active role in the management of H&R Developments) entitles the REIT to terminate his employment with the REIT without severance.

The restrictions in the Non-Competition Agreement do not apply, among other exclusions, to (i) any investments in respect of which H&R Developments or the Related Party have no active management or which they do not control, (ii) any multi-tenant industrial properties (that are not built to suit) acquired by a corporation within H&R Developments which is controlled by members of the Rubinstein Family; (iii) certain industrial or office properties in which H&R Developments or the Related Party at the time had an interest which are at least 50% owned by parties unrelated to the H&R Group or which at the time were under construction, (with respect to all of which the REIT has a first opportunity to purchase in the event of a sale, subject to the rights of tenants and co-owners); and (iv) retail properties which were at the time held directly or indirectly by the Related Party. However, no exclusion limits the restriction on soliciting tenants described above.

UNITHOLDERS’ RIGHTS PLAN

The following is a summary of certain material provisions of the Rights Plan and does not purport to be complete and is subject to, and is qualified in its entirety by, reference to the Rights Plan, as filed on SEDAR.

On June 23, 2006, holders of REIT Units approved a unitholders’ rights plan, which was amended and restated on October 1, 2008, further amended and restated as of May 15, 2009 with the approval of holders of REIT Units, further amended and restated as of June 18, 2012 with the approval of holders of REIT Units, further amended and restated as of June 8, 2015 with the approval of holders of REIT Units, further amended and restated as of June 18, 2018 with the approval of holders of REIT Units, and further amended and restated as of August 31, 2018 in connection with the Amended Reorganization (as amended or amended and restated from time to time, the “**Rights Plan**”). The Rights Plan utilizes the

mechanism of the “**Permitted Bid**” (as described below) to ensure that a person seeking control of the REIT gives Unitholders and the REIT Trustees sufficient time to evaluate the bid, negotiate with the initial bidder and encourage competing bids to emerge. The purpose of the Rights Plan is to protect Unitholders by requiring all potential bidders to comply with the conditions specified in the Permitted Bid provisions or else such bidders are subject to the dilutive features of the Rights Plan. Generally, to qualify as a Permitted Bid, a bid must (i) be made to all Unitholders (other than the bidder), (ii) be open until the earlier of: (a) the date 105 days following the date of the bid and (b) the last day of the initial deposit period that the bidder must allow securities to be deposited under the bid pursuant to National Instrument 62-104 *Take-Over Bids and Issuer Bids* and that after such period, the bidder may take up and pay for such REIT Units only if more than 50% of the REIT Units held by “**Independent Unitholders**” (as defined in the Rights Plan) are deposited or tendered to the bid and not withdrawn and (iii) be extended for a further period of ten days if (ii) above is met on the same terms to allow those Unitholders who did not initially tender their REIT Units to tender to the bid if they so choose. Thus, there is no coercion to tender during the initial tender period because the bid must be open for acceptance for at least ten days after the expiry of the initial tender period.

On August 31, 2018, one right (a “**Right**”) was issued and attached to each outstanding REIT Unit and each previously issued right to purchase one Stapled Unit was cancelled. One Right has attached and will also attach to any subsequently issued REIT Units until the earlier of the “**Separation Time**” (as defined below) and the “**Expiration Time**” (as defined in the Rights Plan). The initial exercise price of the Rights is \$100 (the “**Exercise Price**”), subject to appropriate anti-dilution adjustments.

The issue of the Rights is not initially dilutive. Upon a “**Flip-in Event**” (as defined below) occurring and the Rights separating from the attached REIT Units, reported earnings per REIT Unit on a fully diluted or non-diluted basis may be affected. Holders of Rights who do not exercise their Rights upon the occurrence of a Flip-in Event may suffer substantial dilution.

The Rights will separate from the REIT Units to which they are attached and will become exercisable at the time (the “**Separation Time**”) that is: (A) the close of business on the eighth trading day after the earliest of (i) the date of the first public announcement by the REIT or an Acquiring Person of facts indicating that a person has become an Acquiring Person (the “**Unit Acquisition Date**”), (ii) the date of the commencement of or first public announcement of the intent of any person to commence a take-over bid other than a Permitted Bid or a “**Competing Permitted Bid**” (as defined in the Rights Plan), and (iii) the date upon which a Permitted Bid or a Competing Permitted Bid ceases to be a Permitted Bid or a Competing Permitted Bid, as applicable; or (B) such later date as may be determined by the REIT Trustees acting in good faith. From and after the Separation Time and prior to the Expiration Time, each Right (other than those held by the Acquiring Person) will permit the holder to purchase REIT Units with a total market value equal to twice the Exercise Price for an amount in cash equal to the Exercise Price (i.e., at a 50% discount). Any Rights held by an Acquiring Person on or after the earlier of the Separation Time or the Unit Acquisition Date will become null and void upon the occurrence of a Flip-in Event.

The acquisition by a person (an “**Acquiring Person**”) of 20% or more of the outstanding REIT Units (including REIT Units held by “**affiliates**” and “**associates**” of such person (each as defined in the Rights Plan) and persons acting jointly or in concert with such person), other than by way of a “**Permitted Bid Acquisition**” (as defined in the Rights Plan) and other than certain limited circumstances described in the Rights Plan, is referred to as a “**Flip-in Event**”. A person is not deemed to beneficially own REIT Units deposited or tendered pursuant to a permitted lock-up agreement or otherwise deposited or tendered pursuant to any take-over bid made by such person, such person’s affiliates and associates or persons acting jointly or in concert with such person, until such deposited or tendered REIT Units have been either taken up or paid for.

If required by the rules and regulations of any stock exchange on which the REIT Units are then listed, at or prior to the annual meeting of the Unitholders to be held in 2021, and at every third annual meeting thereafter, provided that a Flip-in Event has not occurred prior to such time, the REIT Trustees shall submit a resolution ratifying the continued existence of the Rights Plan to all holders of REIT Units and Special Voting Unitholders for their consideration and, if thought advisable, approval. If such approval is not required by the rules and regulations of any stock exchange on which the REIT Units are then listed, at or prior to the annual meeting of the Unitholders to be held in 2021, and at every third annual meeting thereafter, provided that a Flip-in Event has not occurred prior to such time, the REIT Trustees shall submit a resolution ratifying the continued existence of the Rights Plan to the Independent Unitholders for their consideration and, if thought advisable, approval. At each such annual meeting of the Unitholders, unless the majority of the votes cast by holders of REIT Units and Special Voting Unitholders or the Independent Unitholders, as applicable, who vote in respect of such resolution are voted in favour of the continued existence of the Rights Plan, the Rights Plan and all outstanding Rights will terminate and be void and of no further force and effect. The Rights Plan will terminate upon the termination of the annual meeting of Unitholders to be held in 2027, unless terminated earlier.

DECLARATION OF TRUST AND DESCRIPTION OF REIT UNITS

The following is a summary of certain material provisions of the Declaration of Trust and does not purport to be complete and is subject to, and is qualified in its entirety by, reference to the Declaration of Trust, as filed on SEDAR.

General

The REIT is an open-ended unincorporated investment trust created pursuant to the Declaration of Trust and governed by the laws of the Province of Ontario. See also “Investment Guidelines and Operating Policies of the REIT”.

REIT Units and Special Voting Units

The beneficial interests in the REIT are divided into two classes of trust units: REIT Units and Special Voting Units. The aggregate number of REIT Units which the REIT may issue is unlimited and the aggregate number of Special Voting Units which the REIT may issue is 9,500,000. Each REIT Unit represents an equal undivided interest in the REIT with all outstanding REIT Units. No REIT Unit has any preference or priority over another. The legal ownership of the assets of the REIT and the right to conduct the affairs of the REIT are vested exclusively in the REIT Trustees and no Unitholder has or is deemed to have any right of ownership in any of the assets of the REIT. Each REIT Unit confers the right to one vote at any meeting of Unitholders and to participate in any distributions by the REIT and, in the event of termination of the REIT, in the net assets of the REIT remaining after satisfaction of all liabilities.

Special Voting Units may be issued in series and shall only be issued concurrently or in relation to the issuance of Exchangeable Securities on such terms and conditions as may be determined by the REIT Trustees. Special Voting Units will be automatically cancelled, without any further action of the REIT Trustees or the REIT, and the former holder of such Special Voting Unit will cease to have any rights with respect thereto, concurrently with the issuance of REIT Units on the conversion, exchange or cancellation of the related Exchangeable Securities. At all meetings of Unitholders and Special Voting Unitholders and in respect of any written resolution of the Unitholders and Special Voting Unitholders, a Special Voting Unit is entitled to the number of votes equal to the number of REIT Units into which the Exchangeable Securities to which such Special Voting Unit relates are exchangeable or convertible. Holders of Special Voting Units are not entitled to any distribution from the REIT and do not have any legal or beneficial interests in any assets of the REIT on termination or winding-up of the REIT.

Subject to applicable regulatory approval, the issued and outstanding REIT Units and Special Voting Units may be subdivided or consolidated from time to time by the REIT Trustees. No certificates for fractional REIT Units or fractional Special Voting Units will be issued and fractional REIT Units and fractional Special Voting Units will not entitle the holders thereof to vote except to the extent that they may represent in the aggregate one or more whole REIT Units or Special Voting Units, as applicable.

Transferability of REIT Units and Special Voting Units

The REIT Units are freely transferable and, other than as provided in the Declaration of Trust, the REIT Trustees shall not impose any restriction on the transfer of REIT Units. Special Voting Units shall not be transferable separately and apart from the Exchangeable Securities to which they are attached.

Purchases of REIT Units

The REIT may from time to time purchase REIT Units for cancellation in accordance with applicable securities legislation and the rules prescribed under applicable stock exchange or regulatory policies.

Redemption of REIT Units

The right of redemption provides Unitholders with a right to require the REIT to redeem their REIT Units on demand upon delivery to the REIT of a duly completed and properly executed notice requesting redemption. Upon receipt of the redemption request by the REIT, the Unitholder will thereafter cease to have any rights with respect to each REIT Unit tendered for redemption other than to receive the “REIT Unit Redemption Price” (as defined below).

REIT Unit Redemption Price and Payment

The “**REIT Unit Redemption Price**” is the price per REIT Unit equal to the amount by which the lesser of: (i) 90% of the “**market price**” (as defined in the Declaration of Trust) of a REIT Unit during the 10-trading day period commencing immediately prior to the date on which the REIT Unit is tendered to the REIT for redemption (the “**REIT Unit Redemption Date**”); and (ii) the “**closing market price**” (as defined in the Declaration of Trust) of a REIT Unit on the REIT Unit Redemption Date.

The aggregate redemption price payable by the REIT in respect of any REIT Units surrendered for redemption during a particular calendar month will be satisfied by the mailing to the redeeming Unitholder of a payment by cheque no later than the last day of the month following the month during which the REIT Units were tendered for redemption, provided that the entitlement of Unitholders to receive cash upon the redemption of their REIT Units is subject to the conditions that: (i) the total amount payable by the REIT in respect of those REIT Units and all other REIT Units tendered for redemption in the same calendar month does not exceed \$50,000 (subject to certain adjustments and provided that the REIT Trustees may, in their sole discretion, waive this limitation in respect of all REIT Units tendered for redemption in any calendar month); (ii) at the time the REIT Units are tendered for redemption, the outstanding REIT Units are listed for trading or quoted on any stock exchange or market which, in the sole discretion of the REIT Trustees, provides representative fair market value prices for the REIT Units; and (iii) the normal trading of REIT Units is not suspended or halted on any stock exchange on which the REIT Units are listed (or, if not so listed, on any market on which the REIT Units are quoted for trading) on the REIT Unit Redemption Date or for more than five trading days during the ten-day trading period commencing immediately prior to such date.

If a Unitholder is not entitled to receive cash upon the redemption of REIT Units as a result of one or more of the foregoing conditions, then each REIT Unit tendered for redemption will, subject to any applicable regulatory approvals, be redeemed by way of a distribution *in specie* of notes of HRP Trust. The notes will be issued pursuant to a note indenture of HRP Trust which provides for the issuance of interest bearing unsecured subordinated notes of HRP Trust. The notes will be issuable in four series, in denominations to be determined by the REIT Trustees, and will bear interest from the date of issue at rates stipulated in the note indenture. In the event of an *in specie* distribution of notes on redemption of a REIT Unit, a Unitholder may receive series 2, series 3 or series 4 notes of HRP Trust, or a combination thereof, in the REIT Trustees' discretion, in an aggregate amount equal to the fair market value of the REIT Units tendered for redemption, as determined by the REIT Trustees. No fractional notes of HRP Trust in integral multiples of less than \$100 (or such other lower amount as the REIT Trustees may establish from time to time) will be delivered and, where the amount of notes of HRP Trust to be received by a redeeming Unitholder includes a fraction or a multiple less than \$100, that number shall be rounded to the next lowest whole number or integral multiple of \$100. The series 2, series 3 and series 4 notes of HRP Trust will bear interest at prime rate plus 1% and will mature, respectively, within one year, in twenty-five years and in twenty-five years of their date of issue. The REIT and HRP Trust have entered into a redemption funding agreement under which the REIT will provide HRP Trust with sufficient cash or other assets or a combination thereof to support the principal amount of any series 4 notes to be issued in connection with an *in specie* redemption of REIT Units.

Take-over Bids

The Declaration of Trust contains provisions to the effect that if a take-over bid is made for the REIT Units within the meaning of the *Securities Act* (Ontario) and not less than 90% of the REIT Units (other than REIT 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 REIT Units held by Unitholders who did not accept the offer either, at the election of such Unitholders, on the terms offered by the offeror or at the fair value of such Unitholders' REIT Units determined in accordance with the procedures set out in the Declaration of Trust.

Meetings of Unitholders and Special Voting Unitholders

The Declaration of Trust provides that meetings of Unitholders and Special Voting Unitholders must be called and held for the appointment, election or removal of REIT Trustees, the appointment or removal of the auditors of the REIT, the approval of amendments to the Declaration of Trust (except as described under “– Amendments to the Declaration of Trust”), 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 as approved by the REIT Trustees) and the termination of the REIT. Meetings of Unitholders and Special Voting Unitholders will be called and held annually for the election of the REIT Trustees and the appointment of auditors of the REIT and for transacting such other business as the REIT Trustees may determine or as may properly be brought before the meeting.

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

Unitholders and Special Voting Unitholders may attend and vote at all meetings of the Unitholders and Special Voting Unitholders either in person or by proxy and a proxyholder need not be a Unitholder or Special Voting Unitholder. The Declaration of Trust contains provisions as to quorum, the notice required and other procedures with respect to the calling and holding of meetings of Unitholders and Special Voting Unitholders. In particular, the Declaration of Trust provides that only persons who are nominated in accordance with the procedures set out in the Declaration of Trust will be eligible for election as REIT Trustees (the “**Advance Notice Policy**”). Nominations of persons for election as REIT Trustees may be made at any annual meeting of Unitholders and Special Voting Unitholders, or at any special meeting of Unitholders and Special Voting Unitholders, if one of the purposes for which the special meeting was called was the election of REIT Trustees: (i) by or at the direction of the board of REIT Trustees, including pursuant to a notice of meeting; (ii) by or at the direction or request of one or more Unitholders pursuant to a requisition of the Unitholders or Special Voting Unitholders made in compliance with the Declaration of Trust; or (iii) by any person (a “**Nominating Unitholder**”) who (A) at the close of business on the date of the giving of the notice provided for such purposes in the Declaration of Trust and on the record date for notice of such meeting, is entered in the register as a holder of one or more REIT Units or Special Voting Units carrying the right to vote at such meeting or who beneficially owns REIT Units or Special Voting Units that are entitled to be voted at such meeting; and (B) who complies with the notice procedures set forth for such purposes in the Declaration of Trust. In addition to any other applicable requirements, for such a nomination to be made by a Nominating Unitholder, the Unitholder must have given timely notice thereof to the REIT Trustees in the manner prescribed by the Declaration of Trust. To be timely, a Nominating Unitholder’s notice to the REIT Trustees must be made: (i) in the case of an annual meeting of Unitholders and Special Voting Unitholders, not less than 30 days prior to the date of the annual meeting of Unitholders and Special Voting Unitholders; provided, however, that in the event that the annual meeting of Unitholders and Special Voting Unitholders is to be held on a date that is less than 50 days after 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 10th day following the date of such public announcement; and (ii) in the case of a special meeting (which is not also an annual meeting) of Unitholders and Special Voting Units called for the purpose of electing REIT Trustees (whether or not called for other purposes), not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting of Unitholders and Special Voting Unitholders was made.

Issuance of REIT Units

The REIT may issue, from time to time, new REIT Units (subject to the provisions noted at “– Transferability of REIT Units and Special Voting Units” and “– Limitation on Non-Resident Ownership”), and rights, warrants, and options to subscribe for fully paid REIT Units (“**Other Securities**”), in such manner, for the consideration, and to such persons or class of persons that the REIT Trustees determine. Unitholders do not have any pre-emptive rights whereby additional REIT Units proposed to be issued must first be offered to existing Unitholders. In addition to REIT Units or options which may be issued pursuant to the Unit Option Plan, Incentive Unit Plan, DRIP and Unit Purchase Plan, or the Rights Plan, new REIT Units or Other Securities may be issued through public offerings, through rights offerings to existing Unitholders (i.e., offerings in which Unitholders receive rights to subscribe for new REIT Units or Other Securities in proportion to their existing holdings of REIT Units or Other Securities, which rights may be exercised or sold to other investors), through private placements (i.e., offerings to specific investors which are not made generally available to the public or existing Unitholders) or as a result of conversion or subscription rights exercised under Other Securities. REIT Units may be also issued in satisfaction of any non-cash distribution of the REIT to Unitholders where the REIT Trustees determine that the REIT does not have available cash to fund such distribution or where the REIT Trustees otherwise determine in their absolute discretion that all or a portion of such distribution should not be paid in cash (subject to the provisions noted at “– Transferability of REIT Units and Special

Voting Units” and “– Limitation on Non-Resident Ownership”) or pursuant to an extraordinary distribution of REIT Units as declared by the REIT Trustees. In certain instances, the REIT may also issue new REIT Units as consideration for the acquisition of new properties or assets. The price or the value of the consideration for which REIT Units may be issued will be determined by the REIT Trustees, generally in consultation with investment dealers or brokers who may act as underwriters or agents in connection with offerings of REIT Units.

Limitation on Non-Resident Ownership

At no time may Non-Residents be the beneficial owners of 49% or more of the REIT Units and the REIT Trustees have informed the transfer agent and registrar of this restriction. The transfer agent and registrar may require declarations as to the jurisdictions in which beneficial owners of REIT Units are resident. If the transfer agent and registrar become aware, as a result of requiring such declarations as to beneficial ownership, that the beneficial owners of 49% or more of the REIT Units then outstanding are, or may be, Non-Residents or that such a situation is imminent, the transfer agent and registrar will advise the REIT Trustees and, upon receiving direction from the REIT Trustees, may make a public announcement thereof and shall not accept a subscription for REIT Units from or issue or register a transfer of REIT Units to a person unless the person provides a declaration that the person is not a Non-Resident. If, notwithstanding the foregoing, the transfer agent and registrar determine that 49% or more of the REIT Units are held by Non-Residents, the transfer agent and registrar may, upon receiving a direction and suitable indemnity from the REIT Trustees, send a notice to registered Unitholders who are Non-Residents, chosen in inverse order to the order of acquisition or registration or in such manner as the REIT Trustees may consider equitable and practicable, requiring them to sell their REIT 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 REIT Units or provided the REIT Trustees with satisfactory evidence that they are not Non-Residents within such period, the transfer agent and registrar, upon receiving such a direction from the REIT Trustees, may on behalf of such Unitholders sell such REIT Units and, in the interim, shall suspend the voting and distribution rights attached to the REIT Units forming part of such REIT Units. Upon such sale the affected holders shall cease to be Unitholders and their rights shall be limited to receiving the net proceeds of sale upon surrender of the certificate representing such REIT Units.

Under the Tax Act, the REIT will not be considered to be a mutual fund trust if it is established or maintained primarily for the benefit of Non-Residents. The Tax Act does not provide any means of rectifying a loss of mutual fund trust status that occurs in this way, such that if, at any time, the REIT were to lose its mutual fund trust status as a result of the application of this rule, the REIT would permanently cease to be a mutual fund trust.

Information and Reports

Within such time period as is acceptable under applicable securities legislation, and at least 21 days prior to each annual meeting of Unitholders and Special Voting Unitholders, upon a Unitholder’s and/or Special Voting Unitholder’s request or otherwise as required by applicable law, the REIT Trustees shall send to such Unitholder and/or Special Voting Unitholder audited comparative financial statements for such year, prepared in compliance with applicable securities laws. Within such time period as is acceptable under applicable securities legislation and after the end of each of the first three fiscal quarters of each year, upon a Unitholder’s or Special Voting Unitholder’s request or otherwise as required by applicable law, the REIT Trustees shall send unaudited comparative financial statements for the period then ended to such Unitholder and/or Special Voting Unitholder. The REIT Trustees will supply Unitholders and Special Voting Unitholders with any information that may be required by them in connection with their obligations under the Tax Act and equivalent provincial legislation.

Notice of all meetings of the Unitholders and Special Voting Unitholders will be mailed or delivered by the REIT Trustees to each Unitholder and Special Voting Unitholders at his address appearing in the register, to each REIT Trustee and to the auditors of the REIT not less than 21 nor more than 60 days before the meeting. Notice of any meeting of the Unitholders and Special Voting Unitholders will state the purposes of the meeting.

A Unitholder has the right to examine the Declaration of Trust during normal business hours upon submission of a request and affidavit, together with payment of reasonable fees, in the manner as contemplated by the Declaration of Trust. Unitholders and Special Voting Unitholders have the right to obtain a list of the registered Unitholders or holders of Special Voting Units to the same extent which are substantially similar rights and requirements applicable to shareholders of a corporation governed by the CBCA.

Amendments to the Declaration of Trust

The Declaration of Trust may be amended or altered from time to time. The following amendments require approval by at least two-thirds of the aggregate votes cast by Unitholders and Special Voting Unitholders entitled to vote thereon at a meeting of Unitholders and Special Voting Unitholders called for such purpose: (i) to change a right with respect to any outstanding REIT Units or Special Voting Units to reduce the amount payable on the REIT Units upon termination of the REIT or to diminish or eliminate any voting rights pertaining to the REIT Units or the Special Voting Units; (ii) any amendment to the duration or termination provisions of the REIT; (iii) any amendment relating to the powers, duties, obligations, liabilities or indemnification of the REIT Trustees; (iv) any sale or transfer of the REIT as an entirety or substantially as an entirety; and (v) certain other amendments as described in the Declaration of Trust. Other amendments to the Declaration of Trust require approval by a majority of the aggregate votes cast by holders of REIT Units and Special Voting Units entitled to vote thereon at a meeting called for such purpose.

The REIT Trustees may, without the approval of the Unitholders and Special Voting Unitholders, make certain amendments to the Declaration of Trust, including amendments:

- for the purpose of ensuring continuing compliance with applicable laws, regulations, requirements or policies of any governmental authority having jurisdiction over the REIT Trustees or over the REIT, its status as a “mutual fund trust” and a “registered investment” under the Tax Act or the distribution of REIT Units;
- which, in the opinion of the REIT Trustees, provide additional protection for the Unitholders or Special Voting Unitholders;
- to make minor corrections which are, in the opinion of REIT Trustees, necessary or desirable and not prejudicial to the Unitholders or Special Voting Unitholders;
- which, in the opinion of the REIT Trustees, are necessary or desirable (i) as a result of changes in taxation laws from time to time which may affect the REIT, the Unitholders, the Special Voting Unitholders or annuitants under a plan of which a Unitholder or Special Voting Unitholder acts as trustee or carrier, or to qualify for a particular status under taxation laws including to qualify as a “real estate investment trust” for purposes of the Tax Act or to otherwise prevent the REIT or any of its subsidiaries from becoming subject to SIFT Tax, or (ii) as a result of changes in accounting standards (including the implementation of IFRS) from time to time which may affect the REIT, the Unitholders,

the Special Voting Unitholders or annuitants under a plan of which a Unitholder or Special Voting Unitholder acts as trustee or carrier; and

- for any purpose (except one in respect of which a Unitholder and Special Voting Unitholder vote is specifically otherwise required) if the REIT Trustees are of the opinion that the amendment is not prejudicial to Unitholders or Special Voting Unitholders and is necessary or desirable.

Ratifying Amendments to the Declaration of Trust

Pursuant to the terms of the Declaration of Trust, the REIT Trustees shall submit any amendment to the Declaration of Trust that has not been approved by the Unitholders pursuant to section 12.01 of the Declaration of Trust, other than amendments pursuant to Section 4.03, Section 12.01(a), Section 12.01(e) or Section 12.01(f) of the Declaration of Trust and amendments the REIT Trustees determine are necessary or advisable pursuant to or in connection with applicable tax laws, securities laws, accounting rules or other applicable laws or regulations or such amendments, the equivalent of which, would not otherwise be required to be ratified by shareholders pursuant to the CBCA, to the Unitholders and Special Voting Unitholders at the next meeting of Unitholders and Special Voting Unitholders and the Unitholders and Special Voting Unitholders entitled to vote on the amendment may, by a vote representing at least a majority of the REIT Units and Special Voting Units voted, in person or by proxy, confirm, reject or amend the amendment to the Declaration of Trust.

If an amendment to the Declaration of Trust is rejected by the Unitholders and Special Voting Unitholders, or if the REIT Trustees do not submit an amendment to the Unitholders and Special Voting Unitholders as required, the amendment ceases to be effective immediately after the meeting of Unitholders and Special Voting Unitholders referred to above and no subsequent resolution of the REIT Trustees to amend the Declaration of Trust having substantially the same purpose or effect is effective until it is confirmed or confirmed as amended by the Unitholders and Special Voting Unitholders.

Term of the REIT and Sale of Substantially All Assets

The REIT has been established for an indefinite term. Pursuant to the Declaration of Trust, termination of the REIT or 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 as approved by the REIT Trustees) requires approval by at least two-thirds of the aggregate votes cast by Unitholders and Special Voting Unitholders entitled to vote thereon at a meeting of Unitholders and Special Voting Unitholders called for such purpose.

Rights of Unitholders and Special Voting Unitholders

The rights of Unitholders and Special Voting Unitholders, with respect to REIT Units and Special Voting Units held, respectively, are set out in the Declaration of Trust. Although the Declaration of Trust confers upon a Unitholder and Special Voting Unitholder many of the same protections, rights and remedies an investor would have as a shareholder of a corporation governed by the CBCA, there are significant differences, some of which are discussed below.

The Declaration of Trust contains provisions entitling a Unitholder that is entitled to vote at a meeting the ability, upon compliance with the requirements set out in the Declaration of Trust, to dissent to certain matters resolved by the REIT. In particular, the dissent rights may apply in circumstances where the REIT resolves to (i) sell, lease or exchange of all or substantially all the property and assets of the REIT, (ii) carry out a going-private transaction, or (iii) make certain specified amendments to the

Declaration of Trust. The Declaration of Trust also contains provisions that entitle any registered holder or beneficial owner of REIT Units to make an application to a court for purposes of determining whether certain actions or omissions of the REIT, the conduct of the business or affairs of the REIT, or the powers of the REIT Trustees having been exercised in a manner, that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of any Unitholder, securityholder, creditor, REIT Trustee or officer. The Declaration of Trust sets forth the procedures and requirements in respect of any such application, as well as set forth the remedies that a court may include in any interim or final order.

Special Voting Unitholders do not have recourse to the above-mentioned dissent rights and similarly do not have recourse to the oppression remedy provided in the Declaration of Trust.

The CBCA also permits shareholders to bring or intervene in derivative actions in the name of the corporation or any of its subsidiaries, with the leave of a court. The Declaration of Trust does not include a comparable right of Unitholders and Special Voting Unitholders to commence or participate in legal proceedings with respect to the REIT.

DESCRIPTION OF SENIOR DEBENTURES

The following is a summary of the material attributes and characteristics of the Senior Debentures and does not purport to be complete and is subject to, and is qualified in its entirety by, reference to the terms of the Senior Trust Indenture as filed on SEDAR.

The Senior Trust Indenture authorizes the REIT to issue an unlimited aggregate principal amount of debt securities in one or more series. Each such issue will be made by way of a supplemental indenture which will set out the terms of the relevant series of debt securities. The REIT may, from time to time, without the consent of the holders of Senior Debentures, issue additional debentures of a different series under the Senior Trust Indenture as supplemented by further supplemental trust indentures from time to time.

General

The Senior Debentures are governed by an indenture dated February 3, 2010, entered into between the REIT and the Debenture Trustee (as successor to CIBC Mellon Trust Company) (as supplemented from time to time, the “**Senior Trust Indenture**”).

In September 2010, the REIT issued \$125 million principal amount of the Series C Senior Debentures pursuant to the Senior Trust Indenture. The Series C Senior Debentures matured on December 1, 2018.

In April 2012, the REIT issued \$175 million principal amount of the Series F Senior Debentures pursuant to the Senior Trust Indenture. The Series F Senior Debentures mature on March 2, 2020.

In June 2013, the REIT issued \$175 million principal amount of the Series G Senior Debentures pursuant to the Senior Trust Indenture. The Series G Senior Debentures matured on June 20, 2018.

In July 2015, the REIT issued \$200 million principal amount of the Series K Senior Debentures pursuant to the Senior Trust Indenture. The Series K Senior Debentures matured on March 1, 2019.

In November 2016, the REIT issued \$200 million principal amount of the Series L Senior Debentures pursuant to the Senior Trust Indenture. In August 2017, the REIT completed a public offering of an additional \$125 million principal amount of Series L Senior Debentures, bringing the total principal

amount of Series L Senior Debentures to \$325 million. The Series L Senior Debentures mature on May 6, 2022.

In January 2017, the REIT issued \$150 million principal amount of the Series M Senior Debentures pursuant to the Senior Trust Indenture. The Series M Senior Debentures mature on July 23, 2019.

In January 2017, the REIT issued \$200 million principal amount of the Series N Senior Debentures pursuant to the Senior Trust Indenture. In April 2017, the REIT completed a public offering of an additional \$150 million principal amount of Series N Senior Debentures, bringing the total principal amount of Series N Senior Debentures to \$350 million. The Series N Senior Debentures mature on January 30, 2024.

In January 2018, the REIT issued \$250 million principal amount of the Series O Senior Debentures pursuant to the Senior Trust Indenture. The Series O Senior Debentures mature on January 23, 2023.

In February 2018, the REIT issued U.S. \$125 million principal amount of the Series P Senior Debentures pursuant to the Senior Trust Indenture. The Series P Senior Debentures mature on February 13, 2020.

The Senior Debentures are direct senior unsecured obligations of the REIT and rank equally and rateably with each other Senior Debenture and with all other unsecured and unsubordinated indebtedness of the REIT, except to the extent prescribed by law. The Senior Trust Indenture does not limit the aggregate principal amount of Senior Debentures that may be outstanding from time to time and the REIT may, from time to time, without the consent of the holders of Senior Debentures, issue additional Senior Debentures under the Senior Trust Indenture, in addition to the Senior Debentures.

Interest

Fixed Rate Senior Debentures

The Fixed Rate Senior Debentures bear interest at an annual rate of 4.45% (with respect to the Series F Senior Debentures), 2.923% (with respect to the Series L Senior Debentures), 3.369% (with respect to the Series N Senior Debentures) and 3.416% (with respect to the Series O Senior Debentures), payable semi-annually in arrears on, in the case of the Series F Senior Debentures, March 2 and September 2 in each year, in the case of the Series L Senior Debentures, May 6 and November 6 in each year, in the case of the Series N Senior Debentures, January 30 and July 30 in each year and in the case of the Series O Senior Debentures, January 23 and July 23 in each year.

Floating Rate Senior Debentures

The Series K Senior Debentures and Series M Senior Debentures bear interest at an annual rate equal to the applicable CDOR Rate plus 1.43% and 1.23%, respectively, payable quarterly in arrears on, in the case of the Series K Senior Debentures, September 1, December 1, March 1 and June 1 in each year and in the case of the Series M Senior Debentures, January 23, April 23, July 23 and October 23 in each year. “**CDOR Rate**” means, on July 28, 2015 (with respect to the Series K Senior Debentures) and January 23, 2017 (with respect to the Series M Senior Debentures) and on any interest payment date (or if an interest payment date is not a “**Business Day**” (as defined in the Senior Trust Indenture), then on the closest preceding Business Day), the rate per annum (based on a year of 365 days) determined by the REIT as the arithmetic average rounded to the fifth decimal place (with 0.000005 being rounded up) of

the bid rate of interest for three month Canadian dollar bankers' acceptances, as expressed on the Reuters CDOR page at 10:00 a.m. (Toronto time) on July 28, 2015 (with respect to the Series K Senior Debentures) and January 23, 2017 (with respect to the Series M Senior Debentures) or on the relevant interest payment date, if three or more such bid rates appear on such Reuters CDOR page at such time, provided that if fewer than three such bid rates appear on the Reuters CDOR Page on such day as contemplated, then the CDOR Rate on such day shall be calculated as the arithmetic average of the rates for three month Canadian dollar bankers' acceptances quoted by any three of the five largest banks listed in Schedule I of the *Bank Act* (Canada) as of 10:00 a.m. on such day or, if such day is not a Business Day, then on the closest preceding Business Day.

The Series P Senior Debentures bear interest at an annual rate equal to the applicable LIBOR Rate plus 0.79% payable quarterly in arrears on February 13, May 13, August 13 and November 13. "**LIBOR Rate**" means, on any Interest Determination Date, the rate per annum (based on a year of 360 days) determined by the REIT for deposits in United States dollars having a maturity of three months commencing on the first day of the applicable Interest Period that appears on Reuters Screen LIBOR01 Page (as defined herein) as of 10:00 a.m., London time, on that Interest Determination Date. If no rate appears, the quotations from four major reference banks in the London interbank market will be requested by the REIT for deposits in United States dollars for the period of three months, commencing on the first day of the applicable Interest Period, to prime banks in the London interbank market at approximately 10:00 a.m., London time, on that Interest Determination Date and in a principal amount that is representative for a single transaction in United States dollars in that market at that time. If at least two quotations are provided, then LIBOR on that Interest Determination Date will be the arithmetic mean of those quotations. If fewer than two quotations are provided, then the LIBOR Rate on the Interest Determination Date will be the arithmetic mean of the rates quoted at approximately 10:00 a.m., in the City of New York, on the Interest Determination Date by three major banks in the City of New York selected by the REIT for loans in United States dollars to leading European banks, having a three-month maturity and in a principal amount that is representative for a single transaction in United States dollars in that market at that time. "**Interest Determination Date**", in respect of any Interest Period, means the second London Business Day preceding such Interest Period. "**London Business Day**" means any day on which commercial banks are open for business (including in respect of dealings in United States dollars) in London, England. "**Reuters Screen LIBOR01 Page**" means the display designated on page "LIBOR01" on Reuters (or such other page as may replace the LIBOR01 page on that service or such other service or services as may be selected by the REIT for the purpose of displaying London interbank offered rates for U.S. dollar deposits by ICE Benchmark Administration Limited ("**IBA**") or its successor or such other entity assuming the responsibility of IBA or its successor in calculating such London interbank offered rate in the event IBA or its successor no longer does so). "**Interest Period**" means the period commencing on the later of (i) the date of issue of the Series P Senior Debentures and (ii) the immediately preceding Interest Payment Date on which interest has been paid, and ending on the date immediately preceding the Interest Payment Date in respect of which interest is payable. "**Interest Payment Date**" means any February 13, May 13, August 13 or November 13 falling during the period commencing May 13, 2018 and ending February 13, 2020 on which any Series P Senior Debentures are outstanding (including on February 13, 2020 prior to the repayment of the Series P Senior Debentures).

Redemption

The REIT may redeem any series of Fixed Rate Senior Debentures (other than the Series N Senior Debentures and Series O Senior Debentures), in whole at any time, or in part from time to time, prior to maturity on payment of a redemption price equal to the greater of (i) the Canada Yield Price and (ii) par, together in each case with accrued and unpaid interest to the date fixed for redemption. The REIT may redeem the Series N Senior Debentures and Series O Senior Debentures in whole at any time, or in part from time to time, prior to maturity on payment of a redemption price equal to, prior to the Par Call

Date, the greater of (i) the Canada Yield Price and (ii) par, and after the Par Call Date, at a redemption price equal to par. “**Canada Yield Price**” means, in respect of a series of Fixed Rate Senior Debentures, a price equal to the price of such Fixed Rate Senior Debenture calculated to provide a yield to maturity (or in the case of the Series N Senior Debentures and Series O Senior Debentures, a yield to the Par Call Date), compounded semi-annually and calculated in accordance with generally accepted financial practice, equal to the Government of Canada Yield calculated at 10:00 a.m. (Toronto time) on the date on which the REIT gives notice of redemption pursuant to the terms of the Senior Trust Indenture, plus (i) in respect of the Series C Senior Debentures, 0.58%; (ii) in respect of the Series F Senior Debentures, 0.62%; (iii) in respect of the Series G Senior Debentures, 0.425%; (iv) in respect of the Series L Senior Debentures, 0.535%; (v) in respect of the Series N Senior Debentures, 0.485%; and (vi) in respect of the Series O Senior Debentures, 0.34%.

“**Government of Canada Yield**” on any date means the yield to maturity (or in the case of the Series N Senior Debentures and the Series O Senior Debentures, the yield to the Par Call Date) on such date, compounded semi-annually and calculated in accordance with generally accepted financial practice, which a non-callable Government of Canada bond would carry if issued in Canadian dollars in Canada, at 100% of its principal amount on such date with a term to maturity equal to the remaining term to maturity (or in the case of the Series N Senior Debentures and the Series O Senior Debentures, the yield to the Par Call Date), calculated as of the redemption date of the applicable Fixed Rate Senior Debenture, such yield to maturity (or in the case of the Series N Senior Debentures and the Series O Senior Debentures, such yield to the Par Call Date) being the average of the yields provided by two major Canadian investment dealers selected by the REIT.

Where less than all of any series of Fixed Rate Senior Debentures are to be redeemed pursuant to their terms, the Fixed Rate Senior Debentures of such series to be redeemed will be redeemed on a *pro rata* basis according to the principal amount of Fixed Rate Senior Debentures of such series registered in the respective name of each holder of Fixed Rate Senior Debentures of such series or in such other manner as the Debenture Trustee may consider equitable.

Purchase of Senior Debentures

The REIT may at any time and from time to time purchase all or any Senior Debentures in the market (which will include purchases from or through an investment dealer or a firm holding membership on a recognized stock exchange) or by invitation to tender or private contract at any price. Senior Debentures that are so purchased will be cancelled and no Senior Debentures will be issued in substitution therefor.

Certain Senior Trust Indenture Covenants

The Senior Trust Indenture contains covenants in favour of holders of the Senior Debentures including the following:

Consolidated EBITDA to Adjusted Interest Expense Ratio

For each reference period, the REIT will ensure the maintenance of a ratio of Consolidated EBITDA to Adjusted Interest Expense not less than 1.65:1.

“**Consolidated EBITDA**” of the REIT for any period means consolidated net income (as calculated in accordance with the Senior Trust Indenture) increased by the sum of (i) consolidated interest expense (as calculated in accordance with the Senior Trust Indenture), excluding interest that has been capitalized on projects that are under development or held for future development, for such period, (ii)

income tax expense of the REIT for such period (other than income taxes, either positive or negative, attributable to extraordinary or non-recurring gains or losses) determined on a consolidated basis in accordance with generally accepted accounting principles, (iii) amortization of income properties (including provisions for impairment of income properties) for such period, determined on a consolidated basis in accordance with generally accepted accounting principles, (iv) amortization of the fair value of intangible assets and liabilities for such period, determined on a consolidated basis in accordance with generally accepted accounting principles, (v) any additional amortization of the REIT for such period, determined on a consolidated basis in accordance with generally accepted accounting principles, and (vi) other non-cash items in determining consolidated net income for such period.

“Adjusted Interest Expense” for any period means the consolidated interest expense (as calculated in accordance with the Senior Trust Indenture) of the REIT for such period less (i) the amount of interest capitalized on The Bow and (ii) interest expense of the REIT for such period in respect of released non-recourse indebtedness.

With respect to the Series O Senior Debentures and Series P Senior Debentures, the Senior Trust Indenture contains the following covenant in favour of holders of such Senior Debentures:

Consolidated EBITDA to Consolidated Interest Expense Ratio

For each reference period, the REIT will ensure the maintenance of a ratio of Consolidated EBITDA to Consolidated Interest Expense of not less than 1.65:1.

“Consolidated EBITDA” of the REIT for any period means consolidated net income (as calculated in accordance with the Senior Trust Indenture) increased by the sum of (i) Consolidated Interest Expense, excluding interest that has been capitalized on projects that are under development or held for future development, for such period, (ii) income tax expense of the REIT for such period (other than income taxes, either positive or negative, attributable to extraordinary or non-recurring gains or losses) determined on a consolidated basis in accordance with generally accepted accounting principles, (iii) amortization of income properties (including provisions for impairment of income properties) for such period, determined on a consolidated basis in accordance with generally accepted accounting principles, (iv) amortization of the fair value of intangible assets and liabilities for such period, determined on a consolidated basis in accordance with generally accepted accounting principles, (v) any additional amortization of the REIT for such period, determined on a consolidated basis in accordance with generally accepted accounting principles, and (vi) other non-cash items in determining consolidated net income for such period.

“Consolidated Interest Expense” of the REIT for any period means the aggregate amount of interest expense of the REIT in respect of certain permitted indebtedness (as described in the Senior Trust Indenture), capital lease obligations (as described in the Senior Trust Indenture), the original issue discount of any Indebtedness (as defined in the Senior Trust Indenture) issued at a price less than the face amount thereof paid, accrued or scheduled to be paid or accrued by the REIT during such period and, to the extent interest has been capitalized on projects that are under development or held for future development during the period, the amount of interest so capitalized, all as determined on a consolidated basis in accordance with generally accepted accounting principles (provided that, notwithstanding its presentation under generally accepted accounting principles, all interest expense of the REIT in respect of convertible debt Indebtedness will be included (without duplication) in determining Consolidated Interest Expense).

Restrictions on Additional Indebtedness

The REIT will not incur or assume, or permit any subsidiary to incur or assume, any indebtedness, except for certain permitted indebtedness (as described in the Senior Trust Indenture) unless the quotient (expressed as a percentage) obtained by dividing Consolidated Indebtedness by aggregate assets, calculated on a *pro forma* basis as described below (the “**Indebtedness Percentage**”), would be less than or equal to 65%. “**Consolidated Indebtedness**” as at any date means the consolidated indebtedness of the REIT as at such date determined, except as otherwise expressly provided in the Senior Trust Indenture, in accordance with generally accepted accounting principles.

The Senior Trust Indenture provides that the Indebtedness Percentage will be calculated on a *pro forma* basis as at the date of the REIT’s most recently published statement of financial position giving effect to the incurrence of the indebtedness to be incurred or assumed and the application of the proceeds therefrom and to any other event that has increased or decreased Consolidated Indebtedness or aggregate assets since the statement of financial position date to the date of calculation.

Equity Maintenance

The REIT will ensure the maintenance of an Adjusted Unitholders’ Equity of not less than \$1 billion, determined as at the date of the REIT’s most recently published statement of financial position. “**Adjusted Unitholders’ Equity**” means, at any time, the aggregate of (in each case as recorded in the books and records of the REIT prepared on a consolidated basis in accordance with generally accepted accounting principles): (i) the amount of unitholders’ equity of the REIT, (ii) the amount of accumulated depreciation and/or amortization in respect of properties of the REIT, (iii) any discount on any instalment receipts receivable, and (iv) all non-controlling interests.

Change of Control

“**Change of Control**” means the acquisition by a person, or group of persons acting jointly or in concert, of REIT Units (and/or securities convertible into REIT Units) representing (on a diluted basis, but only giving effect to the conversion or exercise of convertible securities held by such person or group of persons) greater than 50% of REIT Units.

In the event of a Change of Control, the holders of Senior Debentures (other than the Series O Senior Debentures and Series P Senior Debentures) may require the REIT to repurchase their Senior Debentures, in whole or in part, at a price of (i) 101% of the principal amount of such Senior Debentures plus (ii) all accrued interest to the date of repurchase.

With respect to the Series O Senior Debentures and Series P Senior Debentures, if a Change of Control Triggering Event occurs, the REIT will be required to make an offer to repurchase all or, at the option of the holder of such series of Senior Debentures, any part of each holder’s Senior Debentures of that series, for a payment in cash equal to (i) 101% of the principal amount of such Senior Debentures plus (ii) all accrued interest to the date of repurchase.

“**Change of Control Triggering Event**” means the occurrence of both a Change of Control and a Rating Event.

“**Investment Grade Rating**” means a Rating equal to or higher than “Baa3” (or the equivalent) in the case of Moody’s Investors Service, Inc. “BBB–” (or the equivalent) in the case of Standard & Poor’s Rating Services, a Division of McGraw-Hill Financial, Inc., “BBB (low)” (or the equivalent) in the

case of DBRS, “BBB-” (or the equivalent) by Fitch Ratings Inc., or any equivalent investment grade credit rating by any other specified rating agency (as described in the Senior Trust Indenture).

“**Rating**” means the final rating (without reference to any outlook or trend), if any, assigned to the senior unsecured debt of the REIT or to the REIT, as applicable, by a specified rating agency.

“**Rating Event**” means any of: (A) the Rating of the Senior Debentures is lowered to below an Investment Grade Rating by at least two of the specified rating agencies if there are three or more specified rating agencies or all of the specified rating agencies if there are one or two specified rating agencies (the “**Required Threshold**”) on any day within the 60-day period (which 60-day period will be extended so long as the Rating of Senior Debentures is under publicly announced consideration for a possible downgrade by such number of the specified rating agencies which, together with specified rating agencies which have already lowered their ratings on the Senior Debentures as aforesaid, would aggregate in number the Required Threshold, but only to the extent that, and for so long as, a Change of Control Triggering Event would result if such downgrade were to occur) after the earlier of (i) the occurrence of a Change of Control, and (ii) public notice of the occurrence of a Change of Control or of the REIT’s intention or agreement to effect a Change of Control; (B) the Rating of the Senior Debentures by the Required Threshold is below an Investment Grade Rating upon the occurrence of a Change of Control and the Rating of the Senior Debentures by the Required Threshold remains below an Investment Grade Rating 30 days after the occurrence of such Change of Control (which 30-day period will be extended so long as the Rating of Senior Debentures is under publicly announced consideration for a possible increase by such number of the specified rating agencies which, together with specified rating agencies which have already increased their ratings on the Senior Debentures as aforesaid, would aggregate in number the Required Threshold); or (C) following the occurrence of Change of Control, (i) one or more of the specified rating agencies cease to rate the Senior Debentures such that only one specified rating agency continues to rate the Senior Debentures if there are two or more specified rating agencies, or (ii) the specified rating agency ceases to rate the Senior Debentures if there is only one specified rating agency.

Defeasance

The Senior Trust Indenture contains provisions requiring the Debenture Trustee to release the REIT from its obligations under the Senior Trust Indenture relating to a particular series of Senior Debentures provided that, among other things, the REIT satisfies the Debenture Trustee that it has deposited funds or made due provision for, among other things, the payment of (i) the expenses of the Debenture Trustee and (ii) all principal, premium (if any), interest and other amounts due or to become due in respect of the applicable series of Senior Debentures.

Modification

Certain rights of the holders of a series of Senior Debentures may be modified if authorized by Extraordinary Resolution (as defined below). The approval threshold for an Extraordinary Resolution will generally be 66²/₃% but will be 75% for the following: (a) to change the stated maturity of the principal or redemption price of or any premium or instalment of interest on, any Senior Debentures of such series, (b) to reduce the principal amount of, or interest or premium (if any) on, any Senior Debentures of such series, (c) to change the place or currency of payment of the principal of, premium (if any) on redemption price of or interest on, any Senior Debentures of such series, or (d) to amend the percentage of Senior Debentures of such series necessary to approve an Extraordinary Resolution.

For purposes of the Senior Trust Indenture, “**Extraordinary Resolution**” means, for any series of Senior Debentures, an instrument in writing signed by the holders of not less than 66²/₃% (or 75% in certain events as described above) of the aggregate outstanding principal amount of such series of Senior

Debentures or a resolution passed as an Extraordinary Resolution by the affirmative vote of the holders of not less than 66⅔% (or 75% in certain events as described above) of the aggregate outstanding principal amount of such series of Senior Debentures represented and voting at a meeting of holders of such series of Senior Debentures duly convened and held in accordance with the Senior Trust Indenture, all upon compliance with the procedures specified in the Senior Trust Indenture.

Events of Default

If an event of default has occurred and is continuing, the Debenture Trustee may, in its discretion, or will, upon the request of holders of at least 25% in aggregate principal amount of the outstanding Senior Debentures of such series, declare the principal, premium (if any), interest and all additional amounts (if any) and other money payable on such series of Senior Debentures to be due and payable. Notwithstanding the foregoing, if the REIT or any material subsidiary of the REIT generally does not pay its liabilities as they become due or is subject to certain events of insolvency, bankruptcy, winding up or dissolution, or certain similar events, the outstanding Senior Debentures will become immediately due and payable without any declaration or other act on the part of the Debenture Trustee or any holders of Senior Debentures.

Waiver

In addition to certain waiver rights of the Debenture Trustee as provided in the Senior Trust Indenture, the holders of a majority of the outstanding principal amount of a series of Senior Debentures, on behalf of all holders of such series of Senior Debentures, may waive certain events of default under the Senior Trust Indenture with respect to such series of Senior Debentures.

Payment of Interest and Principal

The REIT expects that the depository, CDS Clearing and Depository Services Inc., as registered holder of the global certificates representing each series of Senior Debentures, upon receipt of any payment of principal or interest in respect of a global certificate, will credit participants' accounts, on the date principal or interest is payable, with payments in amounts proportionate to their respective beneficial interests in the principal amount of such global certificate as shown on the records of the depository. The REIT also expects that payments of principal and interest by participants to the owners of beneficial interests in such global certificates will be governed by standing instructions and customary practices and will be the responsibility of such participants. The responsibility and liability of the REIT and the Debenture Trustee in respect of Senior Debentures represented by a global certificate is limited to making payment of any principal and interest due on such global certificate to the depository.

CREDIT RATING

On June 18, 2018, DBRS publicly confirmed that the Senior Debentures have a rating of BBB (high) (with a Stable trend) and, since that date, DBRS has not made any announcement, and the REIT is not aware of any proposed announcement to be made, to the effect that DBRS is reviewing or intends to revise or withdraw such rating. DBRS provides credit ratings of debt securities for commercial entities and the following description has been sourced from information made publicly available by DBRS.

The DBRS rating scale applicable to the Senior Debentures is intended to provide an opinion on the risk that an issuer will fail to satisfy its financial obligations in accordance with the terms under which an obligation has been issued. DBRS ratings are opinions based on the quantitative and qualitative analysis of information sourced and received by DBRS, which information is not audited or verified by DBRS. As the goal of each DBRS rating is to provide a forward-looking assessment, DBRS takes a

longer-term “through the cycle” view of the issuer or debt obligation which emphasizes stability and as such, rating changes are not based solely on normal cycles in the economy. DBRS cautions that no two issuers possess exactly the same characteristics, nor are they likely to have the same future opportunities and, accordingly, two issuers with the same rating should not be considered to be of exactly the same credit quality.

The BBB (high) (with a Stable trend) rating assigned to the Senior Debentures by DBRS is the fourth highest rating of DBRS’s ten major rating categories, which range from AAA to D. With the exception of the AAA and D categories, DBRS also uses “high” or “low” designations to indicate the relative standing of the securities being rated within a particular rating category, while the absence of either a “high” or “low” designation indicates the rating is in the middle of the category. Under the DBRS rating system, debt securities rated BBB are of adequate credit quality and while the capacity for the payment of financial obligations is considered acceptable, the securities may be vulnerable to future events. The assignment of a “Positive”, “Stable” or “Negative” trend modifier provides guidance in respect of DBRS’s opinion regarding the outlook for the rating assigned to the Senior Debentures. The rating trend indicates the direction in which DBRS considers the rating is headed should present tendencies continue.

The credit rating assigned to the Senior Debentures by DBRS is not a buy, hold or sell recommendation, does not address the market price of the Senior Debentures, and is not an assessment of the appropriateness of ownership of the Senior Debentures given various investment objectives. The credit ratings on the Senior Debentures may not reflect the potential impact of all risks and factors affecting the value of the Senior Debentures, including market risk, trading liquidity risk and covenant risk. In addition, real or anticipated changes in the credit ratings assigned to the Senior Debentures may affect their market value. DBRS uses rating symbols as a simple and concise method of expressing its opinion to the market, although DBRS ratings usually consist of broader contextual information regarding the security provided by DBRS in rating reports, which generally set out the full rationale for the chosen rating symbol, and in other releases. There is no assurance that any rating will remain in effect for any given period of time and ratings may be upgraded, downgraded, placed under review, confirmed and discontinued by DBRS in the future if in its judgment circumstances so warrant.

The REIT has made customary payments of rating fees to DBRS in connection with the above mentioned ratings assigned to the Senior Debentures as well as in connection with the ratings assigned to the REIT’s other senior debentures, and will continue to make such payments to DBRS in the ordinary course from time to time in connection with the confirmation of such ratings and future offerings of certain debt securities of the REIT, if any. As well, within the last two years, credit ratings were provided, and payments were made to DBRS in connection with ratings on the first mortgage bonds secured by The Bow.

DESCRIPTION OF EXCHANGEABLE UNITS

Description of HRLP Exchangeable Units

Each Class B Limited Participation LP unit of HRLP (a “**HRLP Exchangeable Unit**”) is entitled to cash distributions from HRLP equal to the cash distributions on a REIT Unit, and the HRLP Exchangeable Units are exchangeable on a one-for-one basis at any time for REIT Units (such REIT Units will be issued at the time of the exchange in accordance with the exchange and support agreement described below) plus a nominal cash amount. The outstanding HRLP Exchangeable Units are held by members of the H&R Group that exchanged their interest in the remaining Initial Properties for the HRLP Exchangeable Units on November 1, 2004 or members of the H&R Group to whom such HRLP Exchangeable Units have been transferred.

HRLP, the REIT and HRP Trust entered into an amended and restated exchange and support agreement dated as of August 31, 2018 that provides, among other things, for (i) certain capital contributions to be made by the REIT in case HRLP has insufficient funds to pay the required distributions on the HRLP Exchangeable Units and (ii) the mechanics whereby HRLP Exchangeable Units may be exchanged for REIT Units.

During 2018, a total of 23,889 HRLP Exchangeable Units were converted by holders thereof into an aggregate of 23,889 REIT Units in accordance with the terms of such HRLP Exchangeable Units.

Description of HRRMSLP Exchangeable Units

Each Exchangeable GP Unit of HRRMSLP (a “**HRRMSLP Exchangeable Unit**”) is entitled to cash distributions from HRRMSLP equal to the cash distributions on a REIT Unit, and the HRRMSLP Exchangeable Units are exchangeable on a one-for-one basis at any time for REIT Units (such REIT Units will be issued at the time of the exchange in accordance with the exchange agreement described below) plus a nominal cash amount. The outstanding HRRMSLP Exchangeable Units were issued to the Former Property Manager upon closing of the internalization of the REIT’s property management function and are now held by an affiliate of the Former Property Manager.

During 2018, no HRRMSLP Exchangeable Units were converted by the holder thereof.

Description of Primaris Exchangeable Units

Each exchangeable limited partnership unit of certain subsidiaries of the REIT (a “**Primaris Exchangeable Unit**”) is entitled to cash distributions from the applicable REIT subsidiary equal to the cash distributions on 1.166 REIT Units, and each Primaris Exchangeable Unit is exchangeable by the holder thereof at any time (or, in certain circumstances by the REIT subsidiary) for 1.166 REIT Units (such REIT Units will be issued at the time of the exchange in accordance with the exchange agreements dated April 2, 2013, as amended by amending agreements dated as of August 31, 2018 entered into by the respective REIT subsidiaries, the holders of Primaris Exchangeable Units, the REIT and Primaris, among others). The outstanding Primaris Exchangeable Units were issued to holders of exchangeable limited partnership units of certain subsidiaries of Primaris in connection with the Primaris Transaction. The REIT effectively assumed the exchange obligations in respect of 2,122,261 Primaris Exchangeable Units in connection with the Primaris Transaction, such that those Primaris Exchangeable Units became exchangeable into 2,474,554 REIT Units.

During 2018, no Primaris Exchangeable Units were converted by holders thereof. A total of 1,613,353 Primaris Exchangeable Units exchangeable into 1,881,168 REIT Units remain outstanding.

DISTRIBUTION POLICY AND DISTRIBUTIONS

The following outlines the distribution policy of the REIT, as well as related provisions contained in the Declaration of Trust.

General

Pursuant to the Declaration of Trust, the REIT may distribute to Unitholders on each Distribution Date such amounts as shall be determined by the REIT Trustees in their discretion for the calendar month ending on the Distribution Date (or, if the Distribution Date does not coincide with the last day of the calendar month, for the last calendar month ended immediately preceding the Distribution Date).

On each Distribution Date, any distribution by the REIT Trustees shall be payable proportionately to persons who are Unitholders on the record date for distribution in respect of each such distribution.

Notwithstanding the foregoing, the total amount of distributions due and payable by the REIT on or before the last day of any taxation year of the REIT for purposes of the Tax Act shall not be less than the amount necessary to ensure that the REIT will not be liable to pay income tax under Part I of the Tax Act for such year. The amount, if any, which is required to be distributed to comply with the preceding sentence shall be due and payable, on the earlier of the last Distribution Date in respect of each year and the last day of such taxation year, to persons who are Unitholders of record on that date, such amount to be payable in cash unless the REIT Trustees determine in their absolute discretion to pay such amount in REIT Units in any particular year, in which case such amount shall be payable in REIT Units for that year.

Where the REIT Trustees determine that the REIT does not have available cash in an amount sufficient to make payment of the full amount of any distribution payable on the Distribution Date, or where the REIT Trustees otherwise determine in their absolute discretion that all or a portion of such distribution should not be paid in cash, the payment may, at the option of the REIT Trustees, include the issuance of additional REIT Units, or fractions of REIT Units, if necessary, having a fair market value as determined by the REIT Trustees equal to the difference between the amount of such distribution and the amount of cash which either has been determined by the REIT Trustees in their absolute discretion to be available, or which the REIT Trustees have otherwise determined shall be distributed in their absolute discretion as the case may be, for the payment of such distribution.

At any time the REIT Trustees may declare an extraordinary distribution of cash, REIT Units or property of the REIT *in specie*. Distributions shall be made in cash or REIT Units pursuant to any distribution reinvestment plan or distribution reinvestment and unit purchase plan adopted by the REIT Trustees, or, in the case of an extraordinary distribution, in cash, REIT Units or property of the REIT *in specie*.

Any distribution, including an extraordinary distribution, of REIT Units shall be subject to the restrictions noted at “Declaration of Trust and Description of REIT Units – Limitation on Non-Resident Ownership”.

Allocation of Income and Net Taxable Capital Gains

During each year, the REIT Trustees have allocated the income and net taxable capital gains of the REIT for the purposes of the Tax Act monthly on a *pro rata* basis to Unitholders, based on the monthly distribution received by each Unitholder.

Tax Deferral on Distributions

The adjusted cost base of REIT Units held by a Unitholder will generally be reduced by the non-taxable portion of distributions made to the Unitholder (other than the non-taxable portion of certain capital gains). A Unitholder will generally realize a capital gain to the extent that the adjusted cost base of the Unitholder’s REIT Units would otherwise be a negative amount. Generally, a portion of the distributions made by the REIT to Unitholders in each year are tax deferred by reason of the REIT’s ability to claim capital cost allowance and certain other deductions.

Withholding Taxes

The REIT may deduct and withhold from each distribution payable to any Unitholder, all amounts which the REIT is required or permitted by law to deduct or withhold therefrom. In addition, in

the case of non-cash distributions, the REIT shall (except as otherwise determined by the REIT Trustees) publicly announce the amount of tax required to be withheld from the portion of the distribution that is payable to Non-Residents, and allow for such Non-Residents to remit to the REIT an amount equal to the tax required to be withheld from the distribution. If a Non-Resident does not remit such amount for withholding tax purposes, the REIT shall have the right to recover the full amount of such withholding tax by directing the transfer agent for the REIT Units to, on behalf of such Unitholder, sell all or a portion of the Non-Resident's REIT Units. Upon any such sale, the affected Unitholder shall cease to be the holder of such REIT Units.

Distribution Policy

The REIT Trustees retain the right to re-evaluate the distribution policy from time to time as they consider appropriate. As all distributions remain subject to declaration by the REIT Trustees, there is no assurance that the actual distributions declared will be as currently intended. See also "Risk Factors – Risks Relating to Securities of the REIT – Availability of Cash for Distributions". Following the Amended Reorganization, the REIT Trustees reaffirmed the targeted annual distribution of \$1.38 per REIT Unit.

Distributions

The following table sets forth the REIT's and Finance Trust's cash distributions per Stapled Unit (rounded to the nearest hundred-thousandth of a dollar) for the period up to and including August 2018 and the REIT's cash distributions per REIT Unit (rounded to the nearest hundred-thousandth of a dollar) for the period thereafter on a monthly basis:

Month	REIT	Finance Trust	Total
2016			
January	\$0.1007200	\$0.0117800	\$0.11250
February	\$0.1019331	\$0.0105669	\$0.11250
March	\$0.1025629	\$0.0099371	\$0.11250
April	\$0.1028655	\$0.0096345	\$0.11250
May	\$0.1022223	\$0.0102777	\$0.11250
June	\$0.1027961	\$0.0097039	\$0.11250
July	\$0.1025367	\$0.0099633	\$0.11250
August	\$0.1028173	\$0.0096827	\$0.11250
September	\$0.1028020	\$0.0096980	\$0.11250
October	\$0.1025907	\$0.0099093	\$0.11250
November	\$0.1026181	\$0.0098819	\$0.11250
December	\$0.1043121	\$0.0106879	\$0.11500
2017			
January	\$0.1042206	\$0.0107794	\$0.11500
February	\$0.1053837	\$0.0096163	\$0.11500
March	\$0.1040074	\$0.0109926	\$0.11500
April	\$0.1063192	\$0.0086808	\$0.11500
May	\$0.1060655	\$0.0089345	\$0.11500
June	\$0.1065377	\$0.0084623	\$0.11500
July	\$0.1066447	\$0.0083553	\$0.11500
August	\$0.1065302	\$0.0084698	\$0.11500
September	\$0.1072907	\$0.0077093	\$0.11500
October	\$0.1066979	\$0.0083021	\$0.11500
November	\$0.1067010	\$0.0082990	\$0.11500
December	\$0.1032197	\$0.0117803	\$0.11500
2018			
January	\$0.1066381	\$0.0083619	\$0.11500
February	\$0.1073120	\$0.0076880	\$0.11500
March	\$0.1057316	\$0.0092684	\$0.11500
April	\$0.1064153	\$0.0085847	\$0.11500
May	\$0.1057548	\$0.0092452	\$0.11500
June	\$0.1057332	\$0.0092668	\$0.11500
July	\$0.1055909	\$0.0094091	\$0.11500
August	\$0.1005106	\$0.0144894	\$0.11500
September	\$0.11500	-	\$0.11500
October	\$0.11500	-	\$0.11500
November	\$0.11500	-	\$0.11500
December	\$0.11500	-	\$0.11500
2019			
January	\$0.11500	-	\$0.11500
February	\$0.11500	-	\$0.11500

On February 14, 2019, the REIT also declared a distribution in the amount of \$0.1150 per REIT Unit, payable on March 29, 2019 to Unitholders of record on March 15, 2019.

Unitholder Distribution Reinvestment Plan and Unit Purchase Plan

Participants in the REIT's unitholder distribution reinvestment plan (the "DRIP") are entitled to elect to have the cash distributions of the REIT automatically reinvested in additional REIT Units at a price per REIT Unit calculated by reference to the weighted average price of REIT Units on the TSX for the five trading days immediately preceding the relevant Distribution Date. In addition, participating Unitholders are entitled to receive an additional distribution, which is reinvested in additional REIT Units, equal to 3% of each cash distribution reinvested pursuant to the DRIP.

Participants in the REIT's unit purchase plan (the "Unit Purchase Plan") are entitled to elect to make additional, monthly cash payments for investment in additional REIT Units at the weighted average price of REIT Units on the TSX for the five trading days immediately preceding the last business day of each calendar month. Purchases by each participant under the Unit Purchase Plan are subject to a monthly minimum of \$250 and an annual maximum of \$13,500, while the aggregate number of REIT Units that may be issued in each year under the Unit Purchase Plan may not exceed 2% of the number of REIT Units outstanding at the commencement of the REIT's fiscal year.

No commissions, service charges or brokerage fees are payable in connection with the purchase of REIT Units under the DRIP and the Unit Purchase Plan (collectively, the "Plans") and all administrative costs are borne by the REIT. The Plans are available to registered Unitholders resident in Canada for purposes of the Tax Act. Upon ceasing to be a resident of Canada, a participating Unitholder must terminate its participation in the Plans.

Effective February 28, 2018, the REIT suspended the DRIP and the Unit Purchase Plan until further notice.

PRIOR SALES OF UNLISTED SECURITIES

The following securities of the REIT were issued in 2018 and are not listed or quoted on a marketplace:

- In January 2018, the REIT completed a public offering of \$250 million principal amount of Series O Senior Debentures.
- In February 2018, the REIT completed a private offering of U.S. \$125 million principal amount of Series P Senior Debentures.

MARKET FOR SECURITIES

Prior to the completion of the Amended Reorganization, the Stapled Units were listed on the TSX under the trading symbol "HR.UN". Following the Amended Reorganization, the REIT Units trade on the TSX under the same trading symbol that had been used for the Stapled Units. The following table sets forth the high and low trading prices and trading volumes of the Stapled Units and REIT Units, as applicable, on the TSX for the periods indicated:

Period	High (\$)	Low (\$)	Volume
January 2018	\$21.50	\$20.82	12,513,025
February 2018	\$21.13	\$19.86	12,787,573
March 2018	\$21.08	\$19.74	8,679,627
April 2018	\$21.17	\$20.19	7,628,197
May 2018.....	\$20.97	\$20.06	13,365,474
June 2018.....	\$20.53	\$19.97	12,141,474
July 2018	\$20.44	\$19.64	11,633,134
August 2018	\$20.82	\$20.06	10,305,472
September 2018.....	\$20.74	\$19.68	12,532,110
October 2018	\$20.07	\$18.94	15,201,122
November 2018.....	\$21.25	\$19.74	14,172,295
December 2018.....	\$21.62	\$20.10	13,963,698

MANAGEMENT OF THE REIT

Management Overview

The day-to-day operations of the REIT are under the direction of management. The operations of the REIT are subject to the control of the REIT Trustees. Among other duties, management is responsible for providing the REIT Trustees and the Investment Committee with information and advice relating to acquisitions, dispositions and financing, maintaining the books and financial records of the REIT, preparing reports and other information required to be sent to Unitholders and Special Voting Unitholders and other disclosure documents, calculating and determining all allocations, designations, elections and determinations to be made in connection with the income and capital gains of the REIT for tax and accounting purposes, preparing all documentation relating to meetings of Unitholders and Special Voting Unitholders, completing or supervising completion of transactions and assisting in the recruitment of suitable individuals for nomination as REIT Trustees. The approval of either the Investment Committee, if an Investment Committee has been appointed, or the REIT Trustees is required prior to the REIT making any acquisition or disposition and for all borrowings and for the assumption or granting of any mortgage or other security interest in real property (other than the renewal of any existing mortgage or other security interests) where the purchase price, estimated capital commitment, proceeds from disposition or principal amount of mortgage or other security, as applicable, exceeds the threshold set by the REIT Trustees and the Investment Committee, from time to time, for management-approved transactions. Furthermore, notwithstanding the appointment of the Investment Committee, the REIT Trustees may consider and approve any matter which the Investment Committee has the authority to consider or approve and, in the case of transactions where the purchase price, estimated capital commitment, proceeds from disposition or principal amount of mortgage or other security, as applicable, exceeds \$500 million, must consider and approve such transaction.

Board of REIT Trustees

General Provision in the Declaration of Trust

The Declaration of Trust provides that the REIT must have a minimum of five and a maximum of eleven REIT Trustees. Presently, the REIT has eight REIT Trustees. The number of REIT Trustees within such minimum and maximum numbers may be changed by the Unitholders and the Special Voting Unitholders or, if authorized by the Unitholders and the Special Voting Unitholders, by the REIT Trustees, provided that the REIT Trustees may not, between meetings of Unitholders and Special Voting Unitholders, appoint an additional REIT Trustee if, after such appointment, the total number of REIT Trustees would be greater than one and one-third times the number of REIT Trustees in office immediately following the last annual meeting of Unitholders and Special Voting Unitholders. The REIT Trustees have been authorized to change the number of REIT Trustees as aforesaid.

REIT Trustees hold office for a term expiring at the earlier of the close of the next annual meeting of the Unitholders and Special Voting Unitholders following their respective appointment or election, or until their respective successors are elected or appointed. The REIT Trustees have adopted a policy that entitles each Unitholder and Special Voting Unitholder to vote for each nominee on an individual basis rather than for a fixed slate of nominees. Further, the REIT Trustees have adopted a “majority voting” policy for circumstances involving an “uncontested” election of REIT Trustees.

A REIT Trustee may be removed at any time with or without cause by two-thirds of the votes cast at a meeting of Unitholders and Special Voting Unitholders called for that purpose or by the written consent of Unitholders and Special Voting Unitholders holding in the aggregate not less than two-thirds of the outstanding REIT Units entitled to vote thereon or with cause by the resolution passed by an

affirmative vote of not less than two-thirds of the remaining REIT Trustees. The Declaration of Trust may only be amended to require a greater number of votes of Unitholders and Special Voting Unitholders to remove a REIT Trustee other than the preceding number upon unanimous consent of the Unitholders and Special Voting Unitholders. The REIT Trustees have adopted term limits requiring a REIT Trustee to resign after such REIT Trustee has been serving for 10 years since his or her initial election, subject to the REIT Trustees' ability to waive such limit. In addition, the REIT Trustees have adopted a retirement guideline, which provides that the REIT Trustees who were elected prior to the annual meeting of Unitholders and Special Voting Unitholders held in 2016, other than REIT Trustees that are also members of management, are expected to submit their resignations no later than the date of the 2021 annual meeting of Unitholders and Special Voting Unitholders, subject to the REIT Trustees' ability to waive such requirement. A vacancy occurring among the REIT Trustees may be filled by the Unitholders and Special Voting Unitholders or by resolution of a majority of the remaining REIT Trustees.

The Declaration of Trust contains additional provisions to the following effect with respect to REIT Trustees:

- a majority of the REIT Trustees must be resident Canadians;
- a majority of the REIT Trustees, and of committee members, must be Independent REIT Trustees; and
- a majority of the REIT Trustees, at least two-thirds of members of the Investment Committee, and at least two-thirds of the REIT Trustees voting on an acquisition or disposition of real property, shall have had at least five years substantial experience in the real estate industry.

Subject to the terms and conditions of the Declaration of Trust, the REIT Trustees have full, absolute, and exclusive power, control and authority over the assets and affairs of the REIT to the same extent as if the REIT Trustees were the sole owners of the assets of the REIT in their own right, to do all such acts and things as in their sole judgment and discretion are necessary or incidental to, or desirable for, the carrying out of any of the purposes of the REIT or the conducting of the affairs of the REIT.

The standard of care and duties of the REIT Trustees provided in the Declaration of Trust are similar to those imposed on a director of a corporation governed by the CBCA. Accordingly, each REIT Trustee is required to exercise the powers and carry out their functions as REIT Trustees honestly, in good faith and in the best interests of the REIT and, in connection therewith, to exercise that degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. To the extent that the REIT Trustees have contracted or delegated the performance of all or a portion of their activities to a property manager, they shall be deemed to have satisfied this standard of care.

Independent REIT Trustee Matters

The following matters, among others, require the approval of a majority of the Independent REIT Trustees to become effective:

- any changes in compensation of the Chief Executive Officer or the Chief Financial Officer; and
- the enforcement of any agreement entered into by the REIT with a non-Independent REIT Trustee or with an associate of a non-Independent REIT Trustee.

REIT Trustees

The name, province and country of residence, principal occupation of each REIT Trustee and their years of service as REIT Trustees are as follows:

<u>Name, Province and Country of Residence</u>	<u>Principal Occupation</u>	<u>Year first became a REIT Trustee</u>
Alex Avery ⁽¹⁾ Ontario, Canada	Portfolio Manager, FrontFour Real Asset Alternatives	2017
Robert E. Dickson ⁽²⁾⁽³⁾ Ontario, Canada	Independent strategic financial consultant in the marketing and communications industry	2000
Edward Gilbert ⁽²⁾ Ontario, Canada	Chief Operating Officer, Firm Capital Mortgage Investors Corporation	1996
Thomas J. Hofstedter ⁽¹⁾ Ontario, Canada	President and Chief Executive Officer of the REIT	1996
Laurence A. Lebovic ⁽¹⁾ Ontario, Canada	Chief Executive Officer of Runnymede Development Corporation Ltd. (a real estate developer)	1996
Juli Morrow Ontario, Canada	Partner, Goodmans LLP	2017
Ronald C. Rutman ⁽¹⁾⁽³⁾ Ontario, Canada	Partner, Zeifmans LLP, Chartered Accountants	1996
Stephen L. Sender ⁽²⁾⁽³⁾ Ontario, Canada	Independent financial advisor and corporate director	2016

(1) Member of the Investment Committee.

(2) Member of the Audit Committee.

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

Each of the REIT Trustees except Alex Avery and Stephen L. Sender has been engaged in the principal occupation described in the table above during the last five years. Prior to their current occupations, Alex Avery was a private investor and led CIBC Capital Markets' North American real estate research team and Stephen L. Sender was Managing Director, Industry Head – Real Estate in Scotiabank's Global Banking and Markets division, respectively.

Executive Officers

The name, province and country of residence, office of each executive officer of the REIT are as follows:

<u>Name, Province and Country of Residence</u>	<u>Office</u>
Thomas J. Hofstedter Ontario, Canada	President and Chief Executive Officer
Larry Froom Ontario, Canada	Chief Financial Officer
Robyn Kestenberg Ontario, Canada	Executive Vice President, Corporate Development

Name, Province and Country of Residence**Office**

Nathan Uhr	Chief Operating Officer, H&R REIT
Ontario, Canada	
Patrick Sullivan	Chief Operating Officer, Primaris
Alberta, Canada	Management Inc.
Philippe Lapointe	Chief Operating Officer, Lantower
Texas, United States	Residential
Cheryl Fried.....	Executive Vice President, Finance
Ontario, Canada	

Each of the executive officers of the REIT has held the office described in the table above as his or her principal occupation during the last five years except that: Robyn Kestenberg was, prior to January 2017, a consultant to the REIT, Patrick Sullivan was, prior to April 2013, Senior Vice President, Portfolio Management of Primaris; and Philippe Lapointe was, prior to January 2016, Vice-President of Matthews Multifamily in Dallas Texas.

As at December 31, 2018, the REIT Trustees and executive officers of the REIT, as a group, owned or beneficially owned, directly or indirectly, or exercised control or direction over, an aggregate of 5,475,145 REIT Units, representing approximately 1.92% of the outstanding REIT Units. In addition, Thomas J. Hofstedter is an officer, director and shareholder of a company, which in turn has voting control of a company (of which Mr. Hofstedter is also a director and officer) that owns 739,302 HRLP Exchangeable Units that are exchangeable on a one-for-one basis at any time for REIT Units (such REIT Units will be issued from treasury at the time of the exchange).

Corporate Cease Trade Orders or Bankruptcies

No REIT Trustee or executive officer of the REIT is or has been, within the preceding ten years, a director, trustee, chief executive officer or chief financial officer of any company or trust (including a personal holding company of any such persons) that:

- (a) was subject to a cease trade order (or similar order that denied the company access to any exemption under securities legislation) that was issued while the REIT Trustee or executive officer was acting in the capacity as director, trustee, chief executive officer or chief financial officer, or
- (b) was subject to a cease trade order (or similar order that denied the company access to any exemption under securities legislation) that was issued after the REIT Trustee or executive officer ceased to be a director, trustee, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, trustee, chief executive officer or chief financial officer.

No REIT Trustee or executive officer of the REIT is or has been, within the preceding ten years, a director, trustee or executive officer of any company or trust that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

Penalties or Sanctions

No REIT Trustee or executive officer of the REIT, or a personal holding company of any such persons, has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority or been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making any investment decision concerning the securities of the REIT.

Individual Bankruptcies

No REIT Trustee or executive officer of the REIT, or a personal holding company of any such persons, has, within the preceding ten years, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of that such person.

Conflict of Interest Restrictions and Provisions

The Declaration of Trust contains “conflict of interest” provisions that serve to protect Unitholders and Special Voting Unitholders without creating undue limitations on the REIT. Given that the REIT Trustees are 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 REIT Trustee or officer of the REIT to disclose to the REIT any interest in a material contract or transaction or proposed material contract or transaction with the REIT or the fact that such person is a director or officer of or 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. Such disclosure is required to be made by a REIT Trustee (i) at the first meeting of the REIT Trustees or the Investment Committee at which a proposed contract or transaction is considered, (ii) if the REIT Trustee was not then interested in a proposed contract or transaction or becomes interested after a contract is made or a transaction is entered into, at the first such meeting after the REIT Trustee becomes so interested, or (iii) if a person who is interested in a contract or transaction later becomes a REIT Trustee, at the first such meeting after such person becomes a REIT Trustee. In the case of an officer of the REIT who is not a REIT Trustee, such disclosure is required to be made (i) immediately after such person becomes aware that the contract or transaction or proposed contract or transaction is to be considered or has been considered at a meeting of the REIT Trustees or the Investment Committee, (ii) if such person becomes interested after a contract is made or a transaction is entered to, immediately after such person becomes so interested, or (iii) if a person who is interested in a contract or transaction later becomes an officer of the REIT who is not a REIT Trustee, immediately after such person becomes an officer of the REIT. In the event that a material contract or transaction or proposed material contract or transaction is one that in the ordinary course would not require approval by the REIT Trustees or Unitholders and the Special Voting Unitholders, a REIT Trustee or officer of the REIT is required to disclose in writing to the REIT Trustees or request to have entered into the minutes of meetings of the REIT Trustees the nature and extent of such person’s interest immediately after such person becomes aware of the contract or transaction or proposed contract or transaction. In any case, a REIT Trustee who has made disclosure to the foregoing effect is not entitled to vote on any resolution to approve the contract or transaction unless the contract or transaction is one relating primarily to his remuneration as a REIT Trustee, officer, employee or agent of the REIT or any affiliate of the REIT or one for indemnity under the provisions of the Declaration of Trust or the purchase of liability insurance.

In the event of any such conflict, the REIT Trustees and officers of the REIT are required to conduct themselves in accordance with the obligations imposed on them by law or pursuant to any contractual arrangements that are binding upon them, including the Declaration of Trust.

AUDIT COMMITTEE INFORMATION

Audit Committee Charter

The responsibilities and duties of the REIT's Audit Committee (the "**Audit Committee**") are set out in the Audit Committee's charter, the text of which is set forth in Schedule A to this annual information form.

Composition of the Audit Committee

Currently, there are three members of the Audit Committee, each of whom has been determined by the REIT Trustees to be "independent" and "financially literate" as such terms are defined under Canadian securities laws. Each member of the Audit Committee has the ability to perform his responsibilities as an Audit Committee member based on his education and/or experience as summarized below.

Robert E. Dickson graduated from University College, Oxford in 1980 with a B.A. (Jurisprudence) and graduated from the University of Toronto Law School in 1982 with an LL.B. Since June 2011, Mr. Dickson has been a strategic financial consultant in the marketing and communications industry. Prior to that, from 2000, Mr. Dickson was Managing Director, MDC Partners Inc. and Executive Vice-President, Corporate Development, Maxxcom Inc., both public companies. Prior to that time, he practiced corporate law at Fraser Milner Casgrain LLP (now Dentons LLP) where he specialized in mergers and acquisitions and financing transactions. Mr. Dickson's academic and professional experience indicates expertise in the areas of executive management, law and finance.

Edward Gilbert became a member of The Institute of Chartered Accountants in December 1969 and has been a regular attendee of courses and seminars at the Institute of Chartered Accountants. Mr. Gilbert maintains subscriptions for articles and publications relating to accounting matters and continues to stay current with respect to new developments. Mr. Gilbert had over 20 years' experience in public accounting until his retirement in 1989. During his career in accountancy he was involved with the accounting and audit of many real estate companies and was also involved in financing of real estate projects. Mr. Gilbert has over 35 years' experience in owning, operating and managing real estate properties and ventures. In 1995, Mr. Gilbert joined Firm Capital Mortgage Investors Corporation and Firm Capital Mortgage Investment Corporation. Mr. Gilbert is currently the Chief Operating Officer and a director of Firm Capital Mortgage Investors Corporation and a director of Firm Capital Mortgage Investment Corporation. Mr. Gilbert's academic and professional experience indicates expertise in the areas of executive management, real estate and finance.

Stephen L. Sender has over 30 years of experience in the investment banking industry in Canada and most recently, he was Managing Director, Industry Head - Real Estate in Scotiabank's Global Banking and Markets division representing the bank's capital markets activities in the Canadian real estate industry. Since the early 1990's he has specialized in the Canadian real estate sector, providing investment banking advice to numerous public entities with respect to capital markets activities. He has been directly involved in raising equity and debt capital in a large number of transactions and has provided financial advice in numerous large transactions including mergers, takeovers and related party transactions. Mr. Sender has been a member of the audit committee for two public entities where he received presentations on new developments from two major audit firms. Mr. Sender has also been a

frequent moderator/speaker at conferences in Canada focusing on capital markets developments in the real estate sector. Mr. Sender holds a B.Comm. (Honours) degree from the University of Cape Town and qualified as a C.A. (S.A.) in 1984.

Pre-Approval of Non-Audit Services

In accordance with the independence standards for auditors, the REIT is restricted from engaging its external auditors to provide certain non-audit services to the REIT, including bookkeeping or other services related to the accounting records or Financial Statements, financial information systems design and implementation, valuation services, actuarial services, internal audit services, corporate finance services, management functions, human resources functions, legal services and expert services unrelated to the audit. The REIT does engage its external auditors from time to time, to provide certain non-audit services other than the restricted services. All non-audit services must be specifically pre-approved by the Audit Committee.

External Auditor Service Fees

The following table sets forth the approximate amounts of fees paid and accrued to KPMG LLP, the REIT's external auditors, for services rendered for the fiscal years 2018 and 2017:

<u>Fee Category</u>	<u>2018</u>	<u>2017</u>
Audit fees ⁽¹⁾	\$1,618,725	\$1,893,796
Tax fees ⁽²⁾	\$512,065	\$1,206,799
Advisory and other fees ⁽³⁾	\$40,000	\$80,000
Total	<u>\$2,170,790</u>	<u>\$3,180,595</u>

- (1) "Audit fees" include the aggregate professional fees paid to KPMG LLP for the audit of the annual financial statements and other regulatory audits and filings, audits of properties and operating costs, review of quarterly financial statements and aggregate fees paid for the provision of assistance with regulatory filings and public offerings of REIT Units and debentures including compliance with legislative, regulatory initiatives and other services.
- (2) "Tax fees" include the aggregate fees paid and accrued to KPMG LLP for the provision of tax compliance for the 2017-2018 fiscal years, tax advice, tax planning and other tax-related services relating to acquisitions of properties or otherwise.
- (3) "Advisory and other fees" include the aggregate fees paid and accrued to KPMG LLP for advisory and other services.

INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

There are no proposed transactions, nor have there been any transactions within the last three fiscal years, which in either case have materially affected or will materially affect the REIT in which any of the REIT Trustees or officers of the REIT or their affiliates had or has any material interest, direct or indirect.

LEGAL PROCEEDINGS

The REIT is involved in various non-material ordinary course legal proceedings. Although such proceedings cannot be predicted with certainty, management of the REIT does not expect that the outcome of these matters will have a material adverse effect on the REIT.

REGISTRAR AND TRANSFER AGENT

The registrar and transfer agent for the REIT Units is AST Trust Company (Canada) at its principal office in Toronto, Ontario and the register of transfers of the REIT Units is located in Toronto.

BNY Trust Company of Canada, at its principal office in Toronto, Ontario, is the Debenture Trustee for the Senior Debentures.

MATERIAL CONTRACTS

The following are the only material contracts, other than contracts entered into in the ordinary course of business, which have been entered into by the REIT or any of the REIT's subsidiaries during 2018, or before 2018 but subsequent to December 31, 2001 and which are still in effect:

- (a) the amended and restated arrangement agreement among the REIT, Finance Trust, H&R GP Beneficiary Inc., U.S. Holdco, H&R REIT U.S. Portfolio Limited Partnership, H&R REIT Holdings Limited Partnership, H&R REIT Holdings GP Trust, HRLP and HRP Trust dated March 21, 2018 relating to the Amended Reorganization (as more fully described under "The REIT – General Developments of the Business of the REIT"); and
- (b) the Senior Trust Indenture (as more fully described under "Description of Senior Debentures").

Copies of all material contracts listed above may be found on SEDAR at www.sedar.com.

INTERESTS OF EXPERTS

KPMG LLP are the external auditors of the REIT and have audited the consolidated financial statements of the REIT as at and for the years ended December 31, 2018 and 2017, and have confirmed they are independent within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada and any applicable legislation or regulation.

RISK FACTORS

There are certain risks inherent in an investment in securities of the REIT and in the activities of the REIT, including the following which investors should carefully consider before investing in securities of the REIT.

Business Risks

Real Property Ownership

All real property investments are subject to a degree of risk and uncertainty. Such investments are affected by various factors including general economic conditions, local real estate markets, demand for leased premises, competition from other available premises and various other factors.

The value of real property and any improvements thereto may also depend on the credit and financial stability of the tenants. Distributable cash and the REIT's income would be adversely affected if one or more major tenants or a significant number of tenants were to become unable to meet their obligations under their leases or if a significant amount of available space in the properties in which the REIT has an interest is not able to be leased on economically favourable lease terms. 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 rejection and termination of such tenant's lease and thereby cause a reduction in the cash flow available to the REIT.

Given the prominence of the oil and gas industry in the province of Alberta, the economy of this province can be significantly impacted by commodity prices. For the year ended December 31, 2018, approximately 26.0% of the REIT's property operating income at the REIT's proportionate share was generated from Alberta. Accordingly, any continuing decline or prolonged weakness in commodity prices, could adversely affect those tenants of the REIT that are involved in the oil and gas industry, thereby increasing the credit risk of such tenants to the REIT which in turn may adversely affect the REIT's operating results.

With respect to the Primaris Segment, retail shopping centres have traditionally relied on there being a number of anchor tenants (department stores, discount department stores and grocery stores) in the centre, and therefore they are subject to the risk of such anchor tenants either moving out of the property or going out of business. Within the Primaris Segment, certain of the major tenants are permitted to cease operating from their leased premises at any time at their option, however, they remain liable to pay all remaining rent in accordance with their leases. Other major tenants are permitted to cease operating from their leased premises or to terminate their leases if certain events occur. Some commercial retail unit tenants have a right to cease operating from their premises if certain major tenants cease operating from their premises. The exercise of such rights by a tenant may have a negative effect on a property. There can be no assurance that such rights will not be exercised in the future.

The ability to rent unleased space in the properties in which the REIT has an interest will be affected by many factors and costs may be incurred in making improvements or repairs to property required by a new tenant. A prolonged deterioration in economic conditions could increase and exacerbate the foregoing risks. 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.

Certain significant expenditures, including property taxes, maintenance costs, mortgage payments, insurance costs and related charges must be made throughout the period of ownership of real property regardless of whether the 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.

The REIT may, in the future, be exposed to a general decline of demand by tenants for space in properties. As well, certain of the leases of the properties held by the REIT have early termination provisions which, if exercised, would reduce the average lease term. However, such termination rights are generally exercisable only at a cost to the tenant and the amount of space in the portfolio of properties currently held by the REIT which could be affected is not significant.

A mortgage on any one property may, from time to time, exceed the estimated current market value of the related property. The cash flow from such a property may not be sufficient to cover debt servicing for that property. The cash flow from the portfolio of properties currently held by the REIT is, however, expected by management to be sufficient to cover any cash flow shortfalls on such a property.

Credit Risk and Tenant Concentration

The REIT is exposed to credit risk in the event that borrowers default on the repayment of the amounts owing to the REIT. Management mitigates this risk by ensuring adequate security has been provided in support of mortgages receivable.

The REIT is exposed to credit risk as an owner of real estate in that tenants may become unable to pay the contracted rents. Management mitigates this risk by carrying out appropriate credit checks and related due diligence on the significant tenants. Management has diversified the REIT's holdings so that it

owns several categories of properties (office, retail, industrial and residential) and acquires properties throughout Canada and the United States. In addition, management ensures that no tenant or related group of tenants, other than investment grade tenants, account for a significant portion of the cash flow.

In that regard, the Declaration of Trust restricts the leasing of real property to any person and that person's affiliates where that person and its affiliates would, after the contemplated lease, be leasing real property having an aggregate leasable area in excess of 20% of the aggregate leasable area of all real property held by the REIT, unless the lessee is, or the lease is guaranteed by, the Government of Canada, the Government of the United States, a province or territory of Canada, any state of the United States, a municipality in Canada or the United States, or any agency or crown corporation thereof and certain corporations, the securities of which meet stated investment criteria or are investment grade. At December 31, 2018, the REIT was in compliance with this restriction. Furthermore, the only tenants which individually account for more than 5% of the rentals from investment properties of the REIT are Encana Corporation, Bell Canada and Hess Corporation. All of these companies have a public debt rating that is rated at least a BBB- Stable by a recognized rating agency.

Lease Rollover Risk

Lease rollover risk arises from the possibility that the REIT may experience difficulty renewing leases as they expire or in re-leasing space vacated by tenants upon lease expiry, or that the REIT may not achieve rental rate increases upon such renewals. Management's strategy is to sign creditworthy tenants to leases that are long-term in nature and to mitigate the risk by having staggered lease maturities and using built-in rental escalations which assists in the REIT's attempt to fulfill its primary goal of maintaining a predictable cash flow. Leases (excluding leases relating to properties in the Lantower Residential Segment) representing 32.4% of the REIT's total square footage expire by the end of 2023 (see "Properties – Overview of Portfolio") and only 6.5% are expiring in 2019. The ability to rent unleased space in the properties in which the REIT has an interest will be affected by many factors. The failure to rent unleased space on a timely basis or at all or to achieve rental rate increases would likely have an adverse effect on the REIT's financial condition and cash available for distributions may be adversely affected.

Interest Rate and Other Debt-Related Risks

The REIT is exposed to financing risk on maturing mortgages, bank indebtedness and interest rate risk on its borrowings. It minimizes this risk by negotiating fixed rate term debt with staggered maturities on the Properties portfolio and attempting to match average lease maturity to average debt maturity. At December 31, 2018, the percentage of fixed rate debt to total debt was 89.5% (December 31, 2017 – 86.8%). In addition, the REIT matches the terms to maturity of its mortgages on specific properties to the corresponding lease terms to maturity as closely as possible. As at December 31, 2018, the REIT had been granted mortgage financings in the aggregate amount of approximately \$4.3 billion (December 31, 2017 – \$4.2 billion) (including the REIT's proportionate share of mortgages related to equity accounted investments) and the weighted average term to maturity of the mortgages was 5.5 years (December 31, 2017 – 5.6 years) compared to the remaining average lease term of 9.0 years (December 31, 2017 – 9.1 years). Only 4.8% of the total mortgage principal will mature before the end of 2019 and 11.6% of the total mortgage principal will mature during 2020. Derivative financial instruments may be utilized by the REIT in the management of its interest rate exposure. The REIT also minimizes financing risk by restricting total debt (subject to certain exceptions) to 65% of Total Assets as well as by obtaining non-recourse debt wherever possible. At December 31, 2018, the debt to Total Assets ratio was 44.6% (December 31, 2017 – 43.9%), as calculated in accordance with the provisions of the Declaration of Trust, while the percentage of non-recourse mortgage to total mortgage was 50.6% (December 31, 2017 – 49.1%).

The Senior Debentures, unsecured term loans and lines of credit of the REIT contain certain covenants and conditions applicable to the REIT, including without limitation, those requiring the REIT to maintain, at all times, the following financial ratios (i) ratio of debt to gross asset value of not greater than 0.65:1.0 measured at the end of each fiscal quarter; (ii) interest coverage of not less than 1.65:1.0 measured at the end of each fiscal quarter for such quarter and the prior three fiscal quarters and (iii) unitholders' equity of not less than \$3.0 billion. As of December 31, 2018, the REIT was in compliance with each of the preceding financial ratios.

If REIT indebtedness is replaced by new debt that has less favourable terms or the REIT is unable to secure adequate funding, distributions by the REIT to holders of REIT Units may be adversely impacted. In addition, failure by the REIT to comply with its obligations under the documents governing such indebtedness (including in the case of the credit facilities, the failure to meet certain financial ratios and financial conditions tests) may adversely impact cash distributions on the REIT Units.

The REIT is exposed to interest rate risk on the Floating Rate Senior Debentures due to the volatility of variable interest rates. In the low interest rate environment that the Canadian economy has experienced in recent years, leverage has enabled the REIT to enhance its return to Unitholders. A reversal of this trend, however, may lead to the REIT's debt being refinanced at higher rates, thereby reducing net income and cash flows which could ultimately affect the level of distributions.

Construction Risks

It is likely that the REIT will be involved in various development projects. The REIT's obligations in respect of properties under construction, or which are to be constructed, are subject to risks which include (i) the potential insolvency of a third party developer (where the REIT is not the developer); (ii) a third party developer's failure to use advanced funds in payment of construction costs; (iii) construction or other unforeseeable delays; (iv) cost overruns; (v) the failure of tenants to occupy and pay rent in accordance with existing lease agreements, some of which are conditional; (vi) the incurring of construction costs before ensuring rental revenues will be earned from the project; and (vii) increases in interest rates during the period of the development. Management strives to mitigate these risks where possible by entering into fixed price construction contracts with general contractors (and to the extent possible, on a bonded basis) and by attempting to obtain long-term financing as early as possible during construction.

Currency Risk

The REIT is exposed to foreign exchange fluctuations as a result of ownership of assets in the United States and the rental income earned from these properties. In order to mitigate the risk, the REIT's debt on these properties is also held in U.S. dollars to act as a natural hedge.

The REIT is also exposed to foreign exchange fluctuations as a result of the Series P Senior Debentures, U.S. unsecured term loans and the U.S. lines of credit, each being denominated in U.S. dollars.

Liquidity Risk

Real property investments tend to be relatively illiquid, with the degree of liquidity generally fluctuating in relationship with demand for and the perceived desirability of such investments. Such illiquidity will tend to limit the REIT's ability to vary its portfolio promptly in response to changing economic or investment conditions. If for whatever reason, liquidation of assets is required, there is a risk

that sale proceeds realized might be less than the previously estimated market value of the REIT's investments or that market conditions would prevent prompt disposition of assets.

Cyber Security Risk

Cyber security has become an increasingly problematic issue for issuers and businesses in Canada and around the world, including the REIT. Cyber attacks against large organizations are increasing in sophistication and are often focused on financial fraud, compromising sensitive data for inappropriate use or disrupting business operations. A cyber incident is considered to be any adverse event that threatens the confidentiality, integrity or availability of the REIT's information resources. More specifically, a cyber-incident is an intentional attack or an unintentional event that can include gaining unauthorized access to information systems to disrupt operations, corrupt data or steal confidential information. As the REIT's reliance on technology has increased, so have the risks posed to its systems. The REIT's primary risks that could directly result from the occurrence of a cyber-incident include operational interruption, damage to its reputation, damage to the REIT's business relationships with its tenants, disclosure of confidential information regarding its tenants, employees and third parties with whom the REIT interacts, and may result in negative consequences, including remediation costs, loss of revenue, additional regulatory scrutiny and litigation. The REIT has implemented processes, procedures and controls to help mitigate these risks, but these measures, as well as its increased awareness of a risk of a cyber-incident, do not guarantee that its financial results will not be negatively impacted by such an incident.

Financing Credit Risk

The REIT is also exposed to credit risk as a lender on the security of real estate in the event that a borrower is unable to make the contracted payments. Such risk is mitigated through credit checks and related due diligence of the borrowers and through careful evaluation of the worth of the underlying assets.

Environmental and Climate Change Risk

As an owner and manager of real property in Canada and the United States, the REIT is subject to various laws relating to environmental matters. These laws impose a liability for the cost of removal and remediation of certain hazardous materials released or deposited on properties owned by the REIT on or adjacent properties.

In accordance with best management practices, Phase I audits are completed on all properties prior to acquisition. Further investigation is conducted if Phase I tests indicate a potential problem. The REIT has operating policies to monitor and manage risk. In addition, the standard lease requires compliance with environmental laws and regulations and restricts tenants from carrying on environmentally hazardous activities or having environmentally hazardous substances on site.

Natural disasters and severe weather such as floods, ice storms, blizzards and rising temperatures may result in damage to the Properties. The extent of the REIT's casualty losses and loss in property operating income in connection with such events is a function of the severity of the event and the total amount of exposure in the affected area. The REIT is also exposed to risks associated with inclement winter weather, including increased need for maintenance and repair of the REIT's buildings. In addition, climate change, to the extent it causes changes in weather patterns, could have effects on the REIT's business by increasing the cost to recover and repair Properties and by increasing property insurance costs to insure a Property against natural disasters and severe weather events.

Co-Ownership Interest in Properties

In certain situations, the REIT may be adversely affected by a default by a co-owner of a property under the terms of a mortgage, lease or other agreement. Although all co-owners agreements entered into by the REIT provide for remedies to the REIT in such circumstances, such remedies may not be exercisable in all circumstances, or may be insufficient or delayed, and may not cure a default in the event that such default by a co-owner is deemed to be a default of the REIT.

Joint Arrangement and Investment Risks

The REIT has several investments in joint ventures and investments in associates. The REIT is subject to risks associated with the management and performance of these joint arrangements and investments. Such risks include any disagreements with its partners relating to the development or operations of a property, as well as differences with respect to strategic decision making. Other risks include partners not meeting their financial or operational obligations. The REIT attempts to mitigate these risks by maintaining good working relationships with its partners, and conducting due diligence on their partners to ensure there is a similar alignment of strategy prior to creating a joint arrangement or investment.

Dependence on Key Personnel

The management of the REIT depends on the services of certain key personnel, including Thomas J. Hofstedter. The loss of the services of any of these key personnel could have an adverse effect on the REIT.

Failure to Complete Acquisitions

Acquisitions of properties by the REIT are subject to the normal commercial risks and satisfaction of closing conditions that may include, among other things, lender approval, *Competition Act* (Canada) approval, receipt of estoppel certificates and obtaining title insurance. Such acquisitions may not be completed or, if completed, may not be on terms that are exactly the same as initially negotiated. In the event that the REIT does not complete an acquisition, it may have an adverse effect on the operations and results of the REIT in the future.

Competition for Real Property Investments

The REIT competes for suitable real property investments with individuals, corporations, other real estate investment trusts and institutions (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 those of the REIT, or operate without the REIT's investment restrictions, or according to more flexible conditions. An increase in the availability of investment funds, and an increase in interest in real property investments, would tend to increase competition for real property investments, thereby increasing purchase prices and reducing the yields thereon.

Potential Conflicts of Interest

The REIT may be subject to various conflicts of interest because of the fact that the members of management and the REIT Trustees may be engaged in a wide range of real estate and other business activities and the REIT may become involved in transactions which conflict with the interests of the foregoing.

REIT management and the REIT Trustees may from time to time deal with persons, firms, institutions or corporations with which the REIT may be dealing, or which may be seeking investments similar to those desired by the REIT. The interests of these persons could conflict with those of the REIT. In addition, from time to time, these persons may be competing with the REIT for available investment opportunities.

Any decisions regarding the enforcement by the REIT of the terms of any agreement entered into by the REIT with a non-Independent REIT Trustee or with an associate of a non-Independent REIT Trustee may be made by a majority of the Independent REIT Trustees. There is a risk that non-Independent REIT Trustees may attempt to influence the Independent REIT Trustees in this regard.

The Declaration of Trust contains “conflicts of interest” provisions requiring REIT Trustees to disclose material interests in material contracts and transactions and refrain from voting thereon. See “Management of the REIT – Conflict of Interest Restrictions and Provisions”.

The REIT entered into the Non-Competition Agreement with certain parties which addresses certain potential conflicts of interest. See “Non-Competition Arrangements”.

Risks Relating to Securities of the REIT

Prices of REIT Securities

Publicly traded trust units will not necessarily trade at values determined solely by reference to the underlying value of trust assets. Accordingly, the REIT Units may trade at a premium or a discount to the underlying value of the assets of the REIT.

One of the factors that may influence the quoted price of the REIT Units is the annual yield on the REIT Units. Accordingly, an increase in market interest rates may lead investors in REIT Units to demand a higher annual yield which could adversely affect the quoted price of REIT Units. In addition, the quoted price for REIT 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.

Challenging market conditions, the health of the economy as a whole and numerous other factors beyond the control of the REIT may have a material effect on the business, financial condition, liquidity and results of operations of the REIT. Financial markets have previously experienced significant price and volume fluctuations that have particularly affected the market prices of securities of issuers and that have often been unrelated to the operating performance, underlying asset values or the prospects of such issuers. There can be no assurance that such fluctuations in price and volume will not occur again. Accordingly, the market price of the REIT Units may decline even if the REIT’s operating results, underlying asset values or prospects have not changed. Additionally, these factors, as well as other related factors, may cause decreases in asset values that are deemed to be other than temporary, which may result in impairment losses. If such increased levels of volatility and market turmoil occur, the REIT’s operations could be adversely impacted and the trading price of the REIT Units may be adversely affected.

Availability of Cash for Distributions

The REIT’s current proposed distribution policy is outlined under “Distribution Policy and Distributions – The REIT”. Although the REIT intends to make distributions of its available cash to Unitholders in accordance with its distribution policy, these cash distributions may be reduced or suspended. The actual amount distributed by the REIT will depend on numerous factors including capital market conditions, the financial performance of the Properties, the REIT’s debt covenants and obligations,

its working capital requirements, its future capital requirements, its development commitments and fluctuations in interest rates. Cash available to the REIT for distributions may be reduced from time to time because of items such as principal repayments on debt, tenant allowances, leasing commissions, capital expenditures or any other business needs that the REIT Trustees deem reasonable. The REIT may be required to use part of its debt capacity in order to accommodate any or all of the above items. The market value of REIT Units may decline significantly if the REIT suspends or reduces distributions. The REIT Trustees retain the right to re-evaluate the distribution policy from time to time as they consider appropriate.

Credit Ratings on Securities of the REIT

See “Credit Rating”.

Ability to Access Capital Markets

As the REIT distributes a substantial portion of its income to holders of REIT Units, the REIT may need to obtain additional capital through capital markets and the REIT’s ability to access the capital markets through equity issues and forms of secured or unsecured debt financing may affect the operations of the REIT as such financing may be available only on disadvantageous terms, if at all. If financing is not available on acceptable terms, further acquisitions or ongoing development projects may be curtailed and cash available for distributions or to fund future commitments may be adversely affected.

Tax Risk

The Tax Act includes rules (referred to herein as the “**SIFT Rules**”) which effectively tax certain income of a publicly traded trust or partnership that is distributed to its investors on the same basis as would have applied had the income been earned through a taxable corporation and distributed by way of dividend to its shareholders. The SIFT Rules apply only to “SIFT trusts”, “SIFT partnerships” (each as defined in the Tax Act, and collectively, “**SIFTs**”) and their investors. A trust that qualifies as a “real estate investment trust” (as defined in the Tax Act) for a taxation year will not be considered to be a SIFT trust in that year (the “**REIT Exemption**”).

Based on a review of the REIT’s assets and revenues, management believes that the REIT satisfied the tests to qualify for the REIT Exemption for 2018. Management of the REIT intends to conduct the affairs of the REIT so that it qualifies for the REIT Exemption at all times. However, as the REIT Exemption includes complex revenue and asset tests, no assurances can be provided that the REIT will continue to qualify for any subsequent year.

There can be no assurance that income tax laws and the treatment of mutual fund trusts will not be changed in a manner which adversely affects holders of REIT Units. If the REIT ceases to qualify as a “mutual fund trust” under the Tax Act and the REIT Units cease to be listed on a designated stock exchange (which currently includes the TSX), the REIT Units will cease to be qualified investments for Registered Plans.

Pursuant to rules in the Tax Act, if the REIT experiences a “loss restriction event” (i) it will be deemed to have a year-end for tax purposes (which would result in an unscheduled distribution of undistributed net income and net realized capital gains, if any, at such time to Unitholders to the extent necessary so that such trust is not liable for income tax on such amounts under Part I of the Tax Act), and (ii) it will become subject to the loss restriction rules generally applicable to a corporation that experiences an acquisition of control, including a deemed realization of any unrealized capital losses and restrictions on its ability to carry forward losses. Generally, the REIT will be subject to a loss restriction

event if a person becomes a “majority-interest beneficiary”, or a group of persons becomes a “majority-interest group of beneficiaries”, of such trust, each as defined in the affiliated persons rules contained in the Tax Act, with certain modifications. Generally, a majority-interest beneficiary of a trust is a beneficiary of the trust whose beneficial interests in the income or capital of the trust, as the case may be, together with the beneficial interests in the income or capital of the trust, as the case may be, of persons and partnerships with whom such beneficiary is affiliated for the purposes of the Tax Act, represent greater than 50% of the fair market value of all the interests in the income or capital of the trust, as the case may be.

The REIT operates in the United States through U.S. Holdco, which is capitalized with debt and equity provided by the REIT. During 2017 and 2018, the REIT made loans to U.S. Holdco (“U.S. Holdco Loans”) to refinance existing loans, including U.S. Holdco Notes, or indirectly fund additional U.S. Holdco acquisitions of income generating real property and management anticipates that U.S. Holdco will continue to borrow funds from the REIT in the future for similar purposes, to fund its operations or to refinance existing loans. U.S. Holdco treats the U.S. Holdco Notes and U.S. Holdco Loans as indebtedness for U.S. federal income tax purposes. If the Internal Revenue Service (“IRS”) or a court were to determine that the U.S. Holdco Notes and/or the U.S. Holdco Loans should be treated for U.S. federal income tax purposes as equity rather than debt, the interest on the U.S. Holdco Notes and/or the U.S. Holdco Loans could be treated as a dividend, and interest on the U.S. Holdco Notes and/or the U.S. Holdco Loans would not be deductible for U.S. federal income tax purposes. In addition, if the IRS were to determine that the interest rate on the U.S. Holdco Notes and/or the U.S. Holdco Loans did not represent an arm’s length rate, any excess amount over the arm’s length rate would not be deductible and could be re-characterized as a dividend payment instead of an interest payment. This would significantly increase the U.S. federal income tax liability of U.S. Holdco, potentially including the tax liability for prior years in which U.S. Holdco has claimed a deduction for interest paid on the U.S. Holdco Notes. In addition, U.S. Holdco could be subject to penalties. Such an increase in tax liability could materially adversely affect U.S. Holdco’s ability to make interest payments on the U.S. Holdco Loans or the REIT’s ability to make distributions on the REIT Units.

For taxable years beginning before January 1, 2018, Section 163(j) of the Code (prior to its amendment by U.S. Tax Reform, “Prior Section 163(j)”) applied to limit the deduction of interest paid to a related party, including debt financing provided by the REIT to U.S. Holdco (e.g., the U.S. Holdco Loans or by acquiring U.S. Holdco Notes). With respect to the U.S. Holdco Notes, the REIT took the position that, due to the treatment of Finance Trust as a grantor trust that was disregarded for U.S. federal tax purposes, the interest paid to Finance Trust was treated as having been paid to the holders of the Finance Trust Units and was therefore not subject to Prior Section 163(j). If Prior Section 163(j) applied to interest paid to the REIT and/or Finance Trust, depending on the facts and circumstances and the availability of net operating losses to U.S. Holdco (which are subject to normal assessment by the IRS), the U.S. federal income tax liability of U.S. Holdco could increase for years subject to Prior Section 163(j).

As part of U.S. Tax Reform, Prior Section 163(j) has been repealed and replaced with a new section 163(j) that is applicable to taxable years beginning after December 31, 2017. New section 163(j) applies to both related and third party debt and there is no debt to equity ratio safe harbor. New section 163(j) limits all interest deductions (related and third party) to 30% of “adjusted taxable income” (defined similarly to earnings before interest, taxes, depreciation and amortization for taxable years beginning before January 1, 2022, and earnings before interest and taxes thereafter). However, there is an exception to the limitation of new section 163(j) for certain “real property trades or businesses” that make an irrevocable election. If such an election is made, the real property trade or business is required to use the alternative depreciation system (ADS) to depreciate certain assets for U.S. federal income tax purposes. With input from its tax advisors, the REIT has taken the view that its U.S. subsidiaries are eligible for the

real property trade or business exception and may elect out of section 163(j) if the interest deduction limitation would cause adverse tax results.

It is expected that treasury regulations will be released to provide guidance on the timing and manner of making the election.

As the new U.S. tax law moves through the implementation process, there is risk that regulatory, administrative or legislative actions could have a materially adverse effect on the REIT's deferred income tax assets or liabilities. Management continues to monitor ongoing developments and IRS guidance.

Additional Tax Risks Applicable to Unitholders

The REIT is classified as a foreign corporation for United States federal income tax purposes. A foreign corporation will be classified as a "PFIC" for United States federal income tax purposes if either (i) 75% or more of its gross income is passive income or (ii) on average for the taxable year, 50% or more of its assets (by value) produce or are held for the production of passive income. The Properties of the REIT are managed by subsidiaries of the REIT rather than directly by its own employees. Although the REIT's officers and employees oversee the activities of the managers, it is unclear whether the REIT will be characterized as a PFIC for U.S. federal income tax purposes. If the REIT were treated as a PFIC, then in the absence of certain elections being made by a U.S. Unitholder with respect to such U.S. Unitholder's REIT Units, any distributions in respect of the REIT Units which are treated as "excess distribution" under the applicable rules and any gain on a sale or other disposition of the REIT Units would be treated as ordinary income and would be subject to special tax rules, including an interest charge. In addition, if the REIT were treated as a PFIC, then dividends paid on the REIT Units will not qualify for the reduced 20% U.S. federal income tax rate applicable to certain qualifying dividends received by noncorporate taxpayers.

The foregoing adverse consequences of PFIC characterization can be mitigated by making certain elections. U.S. Unitholders should consult with their own tax advisors regarding the implications of these rules and the advisability of making one of the applicable PFIC elections, taking into account their particular circumstances. If the REIT were a PFIC, U.S. Unitholders would be required to file an annual return on IRS Form 8621.

U.S. individuals are required to report an interest in any "specified foreign financial asset" if the aggregate value of such assets owned by the U.S. individual exceeds \$50,000 (or such higher threshold as may apply to a particular taxpayer pursuant to the instructions to IRS Form 8938). The REIT Units are treated as a specified foreign financial asset for this purpose.

In addition, with respect to years during which Unitholders held interests in Finance Trust, U.S. Unitholders are required to file an information return on IRS Form 3520 to report their interest in Finance Trust and to include a copy of their Form 3520-A Foreign Grantor Trust Owner Statement, which is being provided on behalf of Finance Trust to its registered U.S. unitholders. If you have not received a Foreign Grantor Trust Owner Statement, pro forma information to prepare a Form 3520-A Foreign Grantor Trust Owner Statement will be available on our website. You should consult with your own tax advisor regarding the requirements of filing information returns.

A holder of REIT Units that is a resident of the U.S. for purposes of the Tax Act will generally be subject to Canadian withholding tax under Part XIII of the Tax Act at the rate of 25% on the portion of the income of the REIT paid or credited (whether in cash or *in specie*) in respect of such REIT Units, subject to reduction under the *Canada-U.S. Tax Convention* (the "**U.S. Treaty**") if applicable. In the case of income paid or credited on REIT Units, the withholding rate applicable to a U.S. Unitholder entitled to

the benefits of the U.S. Treaty in respect of such income generally would be reduced to 15% in the case of income arising in Canada and to 0% in the case of income arising outside of Canada.

Dilution

The number of REIT Units the REIT is authorized to issue is unlimited. The REIT Trustees have the discretion to issue additional REIT Units in certain circumstances, including under the Unit Option Plan and Incentive Unit Plan. In addition, the REIT may issue REIT Units pursuant to the DRIP and Unit Purchase Plan. Any issuance of REIT Units may have a dilutive effect on the investors of REIT Units.

Unitholder Liability

The Declaration of Trust provides that no holder of REIT Units, Special Voting Units or annuitant under a plan of which a holder of REIT Units or Special Voting Units acts as trustee or carrier (an “**annuitant**”) will be held to have any personal liability as such, and that no resort shall be had to, nor shall recourse or satisfaction be sought from, the private property of any holder of REIT Units, Special Voting Units or annuitant for any liability whatsoever, in tort, contract or otherwise, to any person in connection with property of the REIT or the affairs of the REIT including, without limitation, for satisfaction of any obligation or claim arising out of or in connection with any contract or obligation of the REIT or of the REIT Trustees or any obligation which a holder of REIT Units, Special Voting Units or annuitant would otherwise have to indemnify a REIT Trustee for any personal liability incurred by the REIT Trustee as such. Only assets of the REIT are intended to be liable and subject to levy or execution for satisfaction of such liability.

The Declaration of Trust further provides that certain written instruments signed by the REIT (including all mortgages and, to the extent the REIT Trustees determine to be practicable and consistent with their fiduciary duty to act in the best interests of holders of REIT Units and Special Voting Units, other written instruments creating a material obligation of the REIT) shall contain a provision or be subject to an acknowledgment to the effect that such obligation will not be personally binding upon holders of REIT Units and Special Voting Units or upon and that resort shall not be had to, nor shall recourse or satisfaction be sought from, the private property of any annuitant.

However, in conducting its affairs, the REIT has acquired and may acquire real property investments subject to existing contractual obligations, including obligations under mortgages and leases. The REIT Trustees will use all reasonable efforts to have any such obligations modified so as not to have such obligations personally binding upon any of the holders of REIT Units, Special Voting Units or annuitants. However, the REIT may not be able to obtain such modification in all cases. To the extent that claims are not satisfied by the REIT, there is a risk that a holder of REIT Units, Special Voting Units or annuitant will be held personally liable for obligations of the REIT where the liability is not disavowed as described above.

Personal liability may also arise in respect of claims against the REIT that do not arise under contracts, including claims in tort, claims for taxes and possibly certain other statutory liabilities. The possibility of any personal liability of this nature arising is considered remote as the nature of the REIT’s activities are such that most of its obligations arise by contract and non-contractual risks are largely insurable. However, the insurance policies maintained by the REIT have exclusions for certain environmental liabilities. In the event that payment of a REIT obligation were to be made by a holder of REIT Units or Special Voting Units, such holder would be entitled to reimbursement from the available assets of the REIT.

The REIT Trustees will cause the activities of the REIT to be conducted with the advice of counsel, in such a way and in such jurisdictions as to avoid, to the extent they determine to be practicable and consistent with their fiduciary duty to act in the best interests of the holders of REIT Units and Special Voting Units, any material risk of liability on the holders of REIT Units and Special Voting Units for claims against the REIT. The REIT Trustees will, to the extent available on terms which they determine to be practicable, cause the insurance carried by the REIT, to the extent applicable, to cover the holders of REIT Units, Special Voting Units and annuitants as additional insured.

Legislation has been enacted in the Province of Ontario and certain other provinces that is intended to provide unitholders in those provinces with limited liability. On December 16, 2004, the *Trust Beneficiaries' Liability Act, 2004* (Ontario), came into force. Such legislation provides that unitholders of a trust that is a reporting issuer and governed by the laws of Ontario are not liable, as beneficiaries, for any act, default, obligation or liability of the trust or any of its trustees that arise after the legislation came into force. A trust is considered governed by the laws of Ontario if its declaration of trust or other constating instrument contains the customary provision to that effect. The Declaration of Trust contains such a provision, and accordingly, the holders of REIT Units and Special Voting Units are protected by this legislation. However, there remains a risk, which the REIT considers to be remote in the circumstances, that a holder of REIT Units and Special Voting Units could be held personally liable for the REIT's obligations to the extent that claims are not satisfied out of the REIT's assets. It is intended that the REIT's affairs will be conducted to seek to minimize such risk wherever possible.

Redemption Right

Holders of REIT Units are entitled to have their REIT Units redeemed at any time on demand (see "Declaration of Trust and Description of REIT Units – Redemption of REIT Units"). It is anticipated that this redemption right will not be the primary mechanism for holders of REIT Units to liquidate their investments. The entitlement of holders of REIT Units to receive cash upon the redemption of their REIT Units is subject to the limitations that: (i) the total amount payable by the REIT in respect of those REIT Units and all other REIT Units tendered for redemption in the same calendar month does not exceed \$50,000 (subject to certain adjustments and provided that the REIT Trustees may waive this limitation at their sole discretion), (ii) at the time such REIT Units are tendered for redemption, the outstanding REIT Units shall be listed for trading or quoted on a stock exchange or traded or quoted on another market which the REIT Trustees consider, in their sole discretion, provides representative fair market value prices for the REIT Units; and (iii) the normal trading of the REIT Units is not suspended or halted on any stock exchange on which the REIT Units are listed (or, if not so listed, on any market on which the REIT Units are quoted for trading) on the redemption date or for more than five trading days during the ten-day trading period commencing immediately prior to such date. In certain circumstances, the Declaration of Trust provides for the *in specie* distributions of notes of HRP Trust in the event of redemption of REIT Units. The notes which may be distributed *in specie* to Unitholders in connection with a redemption will not be listed on any stock exchange, no established market is expected to develop for such notes and they may be subject to resale restrictions under applicable securities laws.

Investment Eligibility

The REIT will endeavour to ensure that the REIT Units continue to be qualified investments for Registered Plans. The Tax Act imposes penalties for the acquisition or holding of non-qualified or ineligible investments by Registered Plans and there is no assurance that the conditions prescribed for such qualified or eligible investments will be adhered to at any particular time.

Debentures

The likelihood that purchasers of the Senior Debentures will receive payments owing to them under the terms of such debentures will depend on the financial health of the REIT and its creditworthiness. In addition, such debentures are unsecured obligations of the REIT and are subordinate in right of payment to all the REIT's existing and future senior indebtedness as defined in each such respective trust indenture. Therefore, if the REIT becomes bankrupt, liquidates its assets, reorganizes or enters into certain other transactions, the REIT's assets will be available to pay its obligations with respect to such debentures only after it has paid all of its senior indebtedness in full. There may be insufficient assets remaining following such payments to pay amounts due on any or all of the debentures then outstanding.

The debentures are also effectively subordinate to claims of creditors (including trade creditors) of the REIT's subsidiaries except to the extent the REIT is a creditor of such subsidiaries ranking at least *pari passu* with such other creditors. A parent entity is entitled only to the residual equity of its subsidiaries after all debt obligations of its subsidiaries are discharged. In the event of bankruptcy, liquidation or reorganization of the REIT, holders of indebtedness of the REIT (including holders of Senior Debentures) may become subordinate to lenders to the subsidiaries of the REIT. The indentures governing such debentures do not prohibit or limit the ability of the REIT or its subsidiaries to incur additional debt or liabilities (including senior indebtedness), to amend and modify the ranking of any indebtedness or to make distributions, except, in respect of distributions, where an event of default has occurred and such default has not been cured or waived. The indentures do not contain any provision specifically intended to protect holders of debentures in the event of a future leveraged transaction involving the REIT.

Inability of the REIT to Purchase Senior Debentures on a Change of Control

The REIT may be required to purchase all outstanding Senior Debentures upon the occurrence of a change of control. However, it is possible that following a change of control, the REIT will not have sufficient funds at that time to make any required purchase of such outstanding debentures or that restrictions contained in other indebtedness will restrict those purchases. See "Description of Senior Debentures – Change of Control".

Statutory Remedies

The REIT is not a legally recognized entity within the relevant definitions of the *Bankruptcy and Insolvency Act*, the *Companies' Creditors Arrangement Act* and in some cases, the *Winding Up and Restructuring Act*. As a result, in the event a restructuring of the REIT were necessary, the REIT would not be able to access the remedies available thereunder.

On June 24, 2016, the REIT amended and restated the Declaration of Trust to further align it with evolving governance best practices. The rights granted in the Declaration of Trust are granted as contractual rights afforded to securityholders of the REIT ("**Securityholders**"). Similar to other existing rights contained in the Declaration of Trust (e.g. take-over bid provisions and conflict of interest provisions), making these rights and remedies and certain procedures available by contract is structurally different from the manner in which the equivalent rights and remedies or procedures (including the procedure for enforcing such remedies) are made available to shareholders of a corporation, who benefit from those rights and remedies or procedures by the corporate statute that governs the corporation, such as the CBCA. As such, there is no certainty how these rights, remedies or procedures may be treated by the courts in the non-corporate context or that a Securityholder will be able to enforce the rights and remedies in the manner contemplated by the Declaration of Trust. Furthermore, how the courts will treat these rights, remedies and

procedures will be at the discretion of the court, and a court may choose to not accept jurisdiction to consider any claim contemplated in the REIT Declaration of the Trust.

Creation and Issuance of Preferred Units

At the annual and special meetings of Unitholders held on June 16, 2011, the holders of REIT Units authorized the REIT Trustees to have the flexibility to amend the Declaration of Trust to facilitate the issuance of a new class of preferred equity securities, issuable in series, to be designated as “**Preferred Units**”. As at the date hereof, the REIT Trustees have not yet amended the Declaration of Trust to create the Preferred Units and no Preferred Units have been issued, but the REIT Trustees have the ability, and may determine, to create and issue Preferred Units at any time. Once created, Preferred Units of each series will, with respect to the payment of distributions (other than distributions paid solely through the distribution of additional REIT Units) and the distribution of assets of the REIT or return of capital in the event of the 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 Unitholders for the purpose of winding-up its affairs, be entitled to preference over the REIT Units, and over any other equity interests of the REIT 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 Declaration of Trust, over the REIT Units, and any other equity interests of the REIT ranking by their terms junior to the Preferred Units, as may be fixed by the REIT Trustees. Further, prior to the creation and issue of Preferred Units, the REIT must convert into a “closed-end” unit trust for tax purposes, as Preferred Units will not be redeemable. This will result in restrictions being added to the existing redemption rights of holders of REIT Units.

“Closed-End” Unit Trust Status

In the event that the REIT Trustees determine that it is in the best interests of the REIT to create and issue Preferred Units, the REIT will be required to convert into a “closed-end” unit trust for purposes of the Tax Act. Following such a conversion, the REIT will need to comply with certain restrictions under the Tax Act relating to the nature of its property and income in order to retain its status as a “unit trust” and a “mutual fund trust” for purposes of the Tax Act. Although management of the REIT intends to conduct the affairs of the REIT so that it will qualify as a “closed-end” unit trust at all times following any issuance of Preferred Units, no assurances can be given in this regard.

ADDITIONAL INFORMATION

Additional information, including REIT Trustees’ and officers’ remuneration and indebtedness, principal holders of the REIT’s securities and securities authorized for issuance under equity compensation plans, where applicable, is contained in the REIT’s Management Information Circular for its most recent annual meeting of security holders that involves the election of REIT Trustees. Additional financial information is provided in the comparative financial statements and management’s discussion and analysis for the most recently completed financial year of the REIT.

Additional information relating to the REIT may be found on SEDAR at www.sedar.com.

SCHEDULE A

H&R REAL ESTATE INVESTMENT TRUST

Audit Committee Charter

PURPOSE

The trustees (the “**Trustees**”) of H&R Real Estate Investment Trust (the “**Trust**”) have established an audit committee (the “**Audit Committee**”) to assist them in fulfilling their responsibility for overseeing the Trust’s financial reporting process in accordance with section 8.03 of the Trust’s Amended and Restated Declaration of Trust (the “**Declaration of Trust**”) dated as of May 15, 2009. This Charter sets out the mandate and responsibilities of the Audit Committee as required by the Declaration of Trust and National Instrument 52-110 – *Audit Committees* (“**NI 52-110**”).

COMPOSITION

The Audit Committee shall be comprised of not fewer than three Trustees, each of whom is an independent Trustee, and a majority of whom must be resident Canadians. For purposes of this Charter, an “**independent**” Trustee is one who has no direct or indirect material relationship with the Trust and is an Independent Trustee (as such term is defined in the Declaration of Trust), provided, however, that if at any time a member of the Audit Committee ceases to be an independent Trustee for reasons outside the member’s reasonable control or there is a vacancy on the Audit Committee because of the death, disability or resignation of such Trustee, this requirement shall not be applicable for a period ending on the later of (i) the next annual meeting of unitholders or (ii) six months from the date that the vacancy is created or the event which caused the Trustee not to be independent, as the case may be, only if the remaining Trustees have determined that not complying with this requirement will not materially adversely affect the ability of the Audit Committee to act independently and to satisfy the requirements of NI 52-110. A “**material relationship**” is a relationship which could, in the view of the Trustees, reasonably interfere with the exercise of a Trustee’s independent judgement. Examples of individuals with a material relationship to the Trust may include:

- (a) an individual who is, or who has been within the last three years, an employee or executive officer of the Trust;
- (b) an individual whose immediate family member is, or has been within the last three years, an executive officer of the Trust;
- (c) an individual who (i) is a partner of a firm that is the Trust’s internal or external auditor, (ii) is an employee of that firm, or (iii) was within the last three years a partner or employee of that firm and personally worked on the Trust’s audit within that time;
- (d) an individual whose spouse, minor child or stepchild, or child or stepchild who shares a home with the individual (i) is a partner of a firm that is the Trust’s internal or external auditor, (ii) is an employee of that firm and participates in its audit, assurance or tax compliance (but not tax planning) practice, (iii) or was within the last three years a partner or employee of that firm and personally worked on the Trust’s audit within that time;
- (e) an individual who, or whose immediate family member, is or has been within the last three years an executive officer of an entity if any of the Trust’s current executive officers serves or served at that same time on the entity’s compensation committee;

- (f) an individual who received, or whose immediate family member who is employed as an executive officer of the Trust received, more than \$75,000 in direct compensation during any 12 month period within the last three years, other than as remuneration for acting in his capacity as a Trustee or as a member of any committee of the Trustees;
- (g) an individual who accepts, directly or indirectly, any consulting, advisory or other compensatory fee from the Trust or any of its subsidiary entities, other than as remuneration for acting in his capacity as a Trustee or as a member of any committee of the Trustees, or as a part-time chair or vice-chair of the board of Trustees or any committee of the Trustees; and
- (h) an individual who is an affiliated entity of the Trust or any of the Trust's subsidiary entities.

This list is not meant to be exhaustive. For further guidance on the issue of independence, Trustees should consult sections 1.4 and 1.5 of NI 52-110.

All members of the Audit Committee shall be financially literate. “**Financial literacy**” means 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 Trust's financial statements.

AUTHORITY

In recognition of the fact that the external auditors are ultimately accountable to the Trustees and the Audit Committee as representatives of the unitholders, the Audit Committee shall have the primary responsibility to select, evaluate and recommend to the Trustees the appointment or re-appointment and where appropriate, replacement of, the external auditors for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Trust. The Audit Committee shall also review and recommend to the Trustees all audit engagement fees and terms and pre-approve all non-audit engagements with and services to be provided by the external auditors to the Trust or its subsidiary entities. The Audit Committee will also discuss the rotation of the engagement of the audit partners when required. The Audit Committee shall consult with management but shall not delegate its responsibilities. The Audit Committee will also have the authority to communicate directly with the Trust's external auditors and any internal auditors. The external auditors will report directly to the Audit Committee.

RESPONSIBILITIES AND DUTIES

To fulfill its responsibilities and duties, the Audit Committee shall:

- (a) Review the accounting principles, policies and practices followed by the Trust and its subsidiaries and controlled entities in accounting for and reporting its financial results of operations and satisfy themselves as to the appropriateness thereof.
- (b) Review the Trust's audited annual consolidated financial statements and the unaudited quarterly financial statements and report thereon to the Trustees before the Trust publicly discloses this information.

- (c) Review and recommend to the Trustees for approval any Management's Discussion and Analysis and annual and interim earnings press releases before the Trust publicly discloses this information.
- (d) Make recommendations to the Trustees with respect to the selection of the external auditors to be put forward to the unitholders at the annual meeting.
- (e) Obtain annually a formal written statement from the external auditors delineating all relationships between the audit firm and the Trust, and review and discuss with the external auditors such relationships to determine the "independence" of the auditors.
- (f) Review any management letter prepared by the external auditors concerning the Trust's internal financial controls, record keeping and other matters and management's response thereto.
- (g) Discuss with the external auditors their views about the quality of the implementation of Canadian generally accepted accounting principles, with a particular focus on the accounting estimates and judgments made by management and management's selection of accounting principles and meet in private with appropriate members of management and separately with the external auditors to share perceptions on these matters, discuss any potential concerns and agree upon appropriate action plans.
- (h) Approve the scope of the annual audit, the audit plan, the access granted to the Trust's records and the co-operation of management in any audit and review function and pre-approves the scope and cost of any non-audit services to be undertaken by the Trust's external auditors.
- (i) Directly oversee the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Trust, including the resolution of disagreements between management and the external auditors regarding financial reporting.
- (j) Review the effectiveness of the independent audit effort, including approval of the fees charged in connection with the annual audit, any quarterly reviews and any non-audit services being provided.
- (k) Assess the effectiveness of the working relationship of the external auditors with management and resolve any disagreements between management and external auditors regarding financial reporting.
- (l) Review annually this Charter for adequacy and recommend any changes to this Charter to the Trustees.
- (m) Report to the Trustees on the major items covered at each Audit Committee meeting and make recommendations to the Trustees and management concerning these matters.
- (n) Require officers of the Trust to review the Trust's public disclosure of financial information extracted or derived from the Trust's financial statements.

- (o) Ensure that the appropriate internal controls over financial reporting are in place, so as to permit the Chief Executive Officer and the Chief Financial Officer to provide the required certification of the Trust's annual and interim filings.
- (p) Review and approve the Trust's hiring policies regarding partners, employees and former partners and employees of present and former external auditors of the Trust.
- (q) Ensure that the financial information required by the various committees of the Trustees is available to them so as to permit them to fulfil their mandates.
- (r) Establish procedures for the receipt, retention and treatment of complaints received by the Trust regarding accounting, internal accounting controls, or auditing matters and the confidential, anonymous submission by employees of the Trust of concerns regarding questionable accounting or auditing matters.
- (s) Perform any other activities consistent with this Charter, the Declaration of Trust and governing law as the Audit Committee or the Trustees deem necessary or appropriate.

RELATIONSHIP TO INTERNAL AUDIT

The Audit Committee will:

- (a) Review and approve management's decisions relating to any potential need for internal auditing, including whether this function should be outsourced and if such function is outsourced, approve the supplier of such service.
- (b) Ensure that an effective system of internal control over financial reporting has been designed and is being implemented.
- (c) Approve the mandate for the internal audit function, if any.
- (d) Review annually the internal audit department's objectives, goals, staffing and financial budget, if any.
- (e) Ensure that the Chief Financial Officer has direct and open communication with the Audit Committee with respect to planned audits, findings, recommendations and management response thereto, and that he or she meets with the Audit Committee without other management personnel present.
- (f) Ensure that, taken together, the work of the external auditors and any internal auditors provide an appropriate level of audit coverage and are effectively coordinated.

AUDIT COMMITTEE MEETINGS

The Audit Committee will meet on a regular basis, at least quarterly, and will hold special meetings as circumstances require. The auditors of the Trust are entitled to receive notice of every meeting of the Audit Committee and, at the expense of the Trust, to attend and be heard thereat and, if so requested by a member of the Audit Committee, shall attend any meeting of the Audit Committee held during the term of office of the auditors. The auditors of the Trust or a member of the Audit Committee may call a meeting of the Audit Committee on not less than 48 hours' notice. The procedure at meetings shall be determined by the Chairman of the Audit Committee. At least two-fifths of the members of the

Audit Committee present in person or participating by conference telephone shall constitute a quorum of the Audit Committee (provided that a majority of the members comprising such quorum shall not be non-residents of Canada).

The acts of the Audit Committee at a duly constituted meeting shall require no more than the vote of a majority of the members present. A resolution or other instrument in writing signed by all members of the Audit Committee shall constitute an act of the Audit Committee.

RESOURCES

The Audit Committee shall have the authority to (i) retain independent legal, accounting and other consultants to advise it as it deems necessary to carry out its duties and (ii) to set and pay the compensation for any such consultants. The Audit Committee may request that any member of management or outside consultant attend a meeting of the Audit Committee or meet with any members of, or consultants to, the Audit Committee.