



**Grocery
REIT**

SLATE GROCERY REIT

ANNUAL INFORMATION FORM

For the Year Ended December 31, 2022

Dated February 14, 2023

TABLE OF CONTENTS

	<u>Page</u>
INFORMATION	4
FORWARD-LOOKING STATEMENTS.....	4
NON-IFRS MEASURES.....	5
ORGANIZATIONAL STRUCTURE	5
GENERAL DEVELOPMENT OF THE BUSINESS	6
Three Year History.....	6
DESCRIPTION OF THE BUSINESS	9
Overview	9
Manager.....	10
Objectives.....	10
Growth Strategies	10
Environmental Risk Management.....	11
Competitive Conditions for Real Property Investments.....	12
PROPERTIES OF THE REIT.....	12
Overview	12
Geographic Diversification.....	16
Occupancy and Leasing	17
Tenant Mix	18
Fifteen Largest Parent Company Tenants.....	18
Fifteen Largest Tenants.....	18
DESCRIPTION OF THE PROPERTIES	21
California.....	21
Colorado	22
Florida	22
Georgia	24
Illinois.....	25
Indiana	26
Kentucky	26
Maryland.....	26
Massachusetts.....	27
Michigan	27
Minnesota	27
New Hampshire	28
New York	28
North Carolina.....	30
<i>Fayetteville Pavilion</i>	32
North Dakota.....	32
Ohio	32
Pennsylvania	33
South Carolina	33
Tennessee	34
Texas	35
Utah	36
Virginia.....	36
West Virginia.....	37
Wisconsin	37

MATERIAL SUBSIDIARIES	37
Slate Grocery Investment L.P.	37
Slate Grocery GP Inc.	38
Slate Grocery One L.P.	38
Slate Grocery Two L.P.	41
Slate Grocery Investment Inc.	43
Slate Grocery Investment US GP LLC	43
Slate Grocery Investment US L.P.	43
<i>General</i>	43
INDEBTEDNESS AND OTHER OBLIGATIONS	45
Overview	45
FINANCINGS	46
INTEREST RATE SWAPS	46
RISK FACTORS	47
Risk Factors Related to the Real Estate Industry	47
Risk Factors Related to the Business of the REIT	49
Risk Factors Related to the Units	56
Risk Factors Related to Canadian Tax Matters	57
Risk Factors Related to U.S. Tax Matters	60
MARKET FOR SECURITIES	62
Trading Price and Volume	62
Prior Sales	62
ESCROWED SECURITIES AND RESTRICTIONS ON TRANSFER	62
DISTRIBUTION POLICY AND HISTORY	63
General	63
Distribution History	63
Restrictions	64
CAPITAL STRUCTURE	64
Authorized Capital and Outstanding Securities	64
Units	64
Special Voting Units	65
Conversion Rights	65
DECLARATION OF TRUST	66
General	66
Investment Guidelines	66
Operating Policies	67
Amendments to Investment Guidelines and Operating Policies	69
Regulatory Conflict	69
Meetings of Unitholders	69
Advance Notice Provision	70
Redemption Right	71
Purchases of Units by the REIT	72
Take-Over Bids	72
Issuance of Units	73
Non-Certificated Inventory System	73
Limitation on Non-Resident Ownership	74
Information and Reports	74
Amendments to the Declaration of Trust	74

Rights of REIT Unitholders	75
MANAGEMENT OF THE REIT	76
Services	76
Management Fees	77
Expenses	77
Term	77
Termination	77
Change of Control Payment	78
Non-Competition Restrictions	79
Non-Solicitation	79
License of the Slate Name	79
TRUSTEES AND EXECUTIVE OFFICERS OF THE REIT	80
Board of Trustees	80
Trustee Information	81
Executive Officer Information	83
Committees of the Board	84
Audit Committee	84
Audit Fees, Audit Related Fees, Tax Fees and All Other Fees	84
Compensation, Governance and Nominating Committee	85
Investment Committee	85
CONFLICTS OF INTEREST	86
LEGAL PROCEEDINGS AND REGULATORY ACTIONS	86
INTERESTS OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS	86
INTERESTS OF EXPERTS	86
MATERIAL CONTRACTS	86
TRANSFER AGENT AND REGISTRAR	87
ADDITIONAL INFORMATION	87
GLOSSARY	87
APPENDIX A – AUDIT COMMITTEE CHARTER	A-1

INFORMATION

In this annual information form (“**Annual Information Form**”), references to Slate Grocery REIT (the “**REIT**”) include its Subsidiaries as required by the context. All dollar amounts are expressed in U.S. dollars (“**US\$**” or “**\$**”) unless otherwise indicated. All capitalized terms used in this Annual Information Form but not otherwise defined herein have the meanings set forth under “Glossary”. Information contained in this Annual Information Form is presented as at December 31, 2022 unless otherwise specifically stated.

FORWARD-LOOKING STATEMENTS

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

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

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

Forward-looking statements included in this Annual Information Form are made as of December 31, 2022 and accordingly are subject to change after such date. The REIT does not undertake to update any forward-looking statements that are included in this Annual Information Form, whether as a result of new information, future events or otherwise, except as expressly required by applicable securities laws. Certain statements included in this Annual Information Form may be considered “financial outlook” for purposes of applicable securities laws, and such financial outlook may not be appropriate for purposes other than this Annual Information Form. Investors are cautioned against placing undue reliance on forward-looking statements.

NON-IFRS MEASURES

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

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

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

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

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

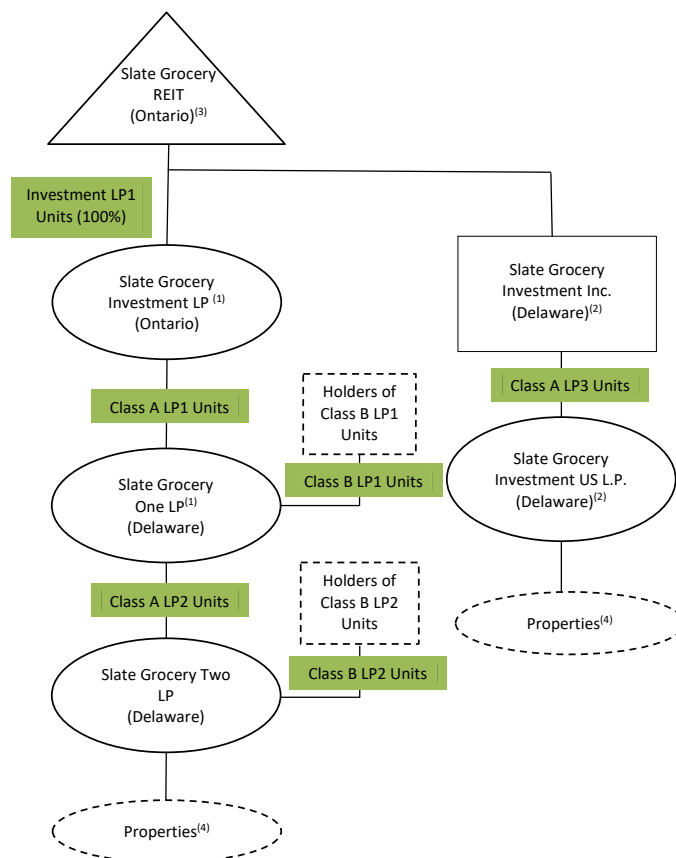
ORGANIZATIONAL STRUCTURE

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

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

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

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



Notes:

- (1) Investment LP1 owns approximately 81.63% of the Class A LP1 Units, the remaining 18.37% of the outstanding Class A LP1 Units are held indirectly by NA Essential Fund.
- (2) SGII owns approximately 81.63% of the Class A LP3 Units, the remaining 18.37% of the outstanding Class A LP3 Units are held indirectly by NA Essential Fund.
- (3) The REIT's wholly-owned Subsidiary, GAR B, has issued and outstanding GAR B Exchangeable Units which are economically equivalent to the Class U Units and are redeemable from time to time by the holder(s) thereof for cash, or at the option of GAR B GP, Class U Units (on a one for one basis, subject to customary anti-dilution adjustments) in accordance with the GAR B Partnership Agreement.
- (4) The REIT's properties are owned indirectly by the REIT through various holding entities. The REIT's properties are also held directly and indirectly through a series of limited partnerships.

On August 21, 2020, the REIT completed its name change from "Slate Retail REIT" to "Slate Grocery REIT", including the change of its ticker symbols from "SRT.U" and "SRT.UN", quoted in U.S. and Canadian dollars, respectively, to "SGR.U" and "SGR.UN", quoted in U.S. and Canadian dollars, respectively, on the TSX.

GENERAL DEVELOPMENT OF THE BUSINESS

Three Year History

Offerings

The REIT filed a short form base shelf prospectus dated March 2, 2020 (the "2020 Base Shelf Prospectus") qualifying the issuance of up to \$750,000,000 of Class U Units, debt securities or subscription receipts.

In December 2020, the REIT completed a public offering of 6,360,000 Class U Units pursuant to the 2020 Base Shelf Prospectus and a prospectus supplement dated December 7, 2020, at a price of C\$11.80 (\$9.17) per Class U Unit for gross proceeds of approximately C\$75.1 million (\$58.3 million) (the “**December 2020 Offering**”). The December 2020 Offering was conducted on a bought deal basis by a syndicate of underwriters led by joint-bookrunners BMO Nesbitt Burns Inc. and CIBC World Markets Inc. (the “**December 2020 Underwriters**”). The REIT and the December 2020 Underwriters entered into an underwriting agreement dated December 7, 2020 in connection with the December 2020 Offering.

In March 2021, the REIT completed a public offering of 11,420,000 subscription receipts (the “**2021 Subscription Receipts**”) pursuant to the 2020 Base Shelf Prospectus and a prospectus supplement dated March 26, 2021, at a price of C\$11.65 (\$9.24) per subscription receipt for gross proceeds of approximately C\$133.0 million (\$105.5 million) (the “**March 2021 Offering**”). Each 2021 Subscription Receipt entitled the holder thereof to receive, upon completion of the 2021 Portfolio Acquisition (as defined below), one Class U Unit plus a cash distribution-equivalent payment in respect of each of the record dates that have occurred since the date of the closing of the March 2021 Offering, less any applicable withholding taxes (being equal to the aggregate amount of distributions paid by the REIT per Class U Unit in respect of such record dates). The March 2021 Offering was conducted on a bought deal basis by a syndicate of underwriters led by joint-bookrunners BMO Nesbitt Burns Inc. and RBC Dominion Securities Inc. (the “**March 2021 Underwriters**”). The REIT and the March 2021 Underwriters entered into an underwriting agreement dated March 26, 2021 in connection with the March 2021 Offering. The closing of the 2021 Portfolio Acquisition and conversion of the 2021 Subscription Receipts occurred on September 22, 2021. The prospectus supplement filed on March 26, 2021 contains a detailed description of the terms of the 2021 Subscription Receipts and the March 2021 Offering.

The REIT filed a short form base shelf prospectus dated March 28, 2022 (the “**2022 Base Shelf Prospectus**”) qualifying the issuance of up to \$750,000,000 Class U Units, debt securities and subscription receipts.

In March 2022, the REIT announced that it had established an at-the-market equity program (the “**ATM Program**”) that allows the REIT to issue, at its discretion, up to U.S.\$150,000,000 of Class U Units to the public from time to time through BMO Capital Markets (the “**Agent**”). Distributions of Class U Units pursuant to the ATM Program, if any, will be made in accordance with the terms of an equity distribution agreement dated March 30, 2022 (the “**Equity Distribution Agreement**”) entered into by the REIT and the Agent. Class U Units issued under the ATM Program will be issued from treasury and distributed directly on the TSX, or such other recognized marketplaces to the extent permitted, at prevailing market prices at the time of sale, all in accordance with the terms of the Equity Distribution Agreement. The REIT intends to use the net proceeds from Class U Units sold under the ATM Program, if any, to fund ongoing development and acquisition activities and for general working capital purposes. Since the Class U Units distributed pursuant to the ATM Program will be distributed to the public at prevailing market prices at the time of sale, prices may vary among purchasers and during the period of distribution. In connection with the ATM Program, the REIT has filed a prospectus supplement dated March 30, 2022 (the “**2022 Prospectus Supplement**”) to its 2022 Base Shelf Prospectus. Further details of the ATM Program are set out in the 2022 Prospectus Supplement.

Normal Course Issuer Bid

On May 22, 2020 the REIT announced that it had received approval from the TSX to renew its existing normal course issuer bid (the “**2020 NCIB**”) effective as at the open of markets on May 26, 2020 to repurchase for cancellation up to 3,673,524 Class U Units, or approximately 10% of the REIT’s then-outstanding public float of Class U Units. The 2020 NCIB expired on May 25, 2021. In 2020 and 2021, no Class U Units of the REIT were repurchased pursuant to the 2020 NCIB.

On January 27, 2023 the REIT announced that it had received approval from the TSX to commence a new normal course issuer bid (the “**2023 NCIB**”) effective as at the open of markets on February 1, 2023 to repurchase for cancellation up to 5,655,086 Class U Units, or approximately 10% of the REIT’s then-outstanding public float of Class U Units. The 2023 NCIB is set to expire on January 31, 2024.

Acquisitions and Dispositions

On March 10, 2020, the REIT announced that it entered into an agreement to acquire a portfolio of seven grocery-anchored assets in the southeastern and mid-Atlantic United States for \$106.5 million (\$171 per square foot). On June 1, 2020, the REIT announced that the transaction was completed.

On January 11, 2021, the REIT announced that it entered into an agreement to acquire a portfolio of five grocery-anchored assets for \$54.3 million (\$137 per square foot). The REIT completed the transaction on February 10, 2021.

On July 16, 2021, the REIT announced the closing of the acquisition of Glenlake Plaza, a grocery-anchored property in Indianapolis, Indiana, for \$8.5 million (\$81 per square foot). Concurrent with the acquisition, the REIT has secured a new, long-term lease with the property's anchor tenant, Kroger, for 15 years.

On September 22, 2021, the REIT announced the closing of a \$390 million grocery-anchored portfolio from an institutional owner pursuant to a sale contract between the REIT, the vendor and an affiliate of SLAM consisting of 25 properties and 3.1 million square feet in major metro markets across the United States (the "**2021 Portfolio Acquisition**"). The 2021 Portfolio Acquisition was partially funded by the proceeds of the March 2021 Offering.

On July 15, 2022, the REIT announced the closing of a \$425 million grocery-anchored real estate portfolio acquisition of 14 properties comprising 2.5 million square feet (the "**2022 Portfolio Acquisition**"), located across seven states, with over two-thirds of the 2022 Portfolio Acquisition being allocated to the Southeastern United States. Concurrently, the REIT announced the closing of its investment from Slate North American Essential Real Estate Income Fund L.P. (the "**NA Essential Fund**"), a vehicle managed by Slate Canada, whereby the NA Essential Fund invested \$180 million into the REIT's assets (the "**Investment**") through the purchase of partnership interests in two of the REIT's Subsidiaries. The completion of the Investment resulted in the formation of a strategic joint venture with the NA Essential Fund and the proceeds of the Investment were used to fund the 2022 Portfolio Acquisition. For more information about the NA Essential Fund's ownership interests in the REIT's assets, see "*Material Subsidiaries*".

On October 24, 2023, the REIT completed the disposition of Stadium Center, located in Port Huron, Michigan, for \$5.7 million. On October 27, 2022, the REIT completed the disposition of Bloomingdale Plaza, located in Brandon, Florida, for \$12.7 million.

On November 10, 2022, the REIT completed the disposition of Westminster Plaza, located in Westminster, Maryland, for \$20.0 million. On November 21, 2022, the REIT completed the disposition of Hilliard Rome Commons, located in Columbus, Ohio, for \$15.6 million.

Since inception, the REIT has continuously added to its portfolio of properties. During 2022, the REIT completed fourteen property acquisitions, and four property and one outparcel disposition as part of its capital recycling program in order to fund accretive unit repurchases, reduce leverage and fund new accretive investment opportunities. For more information about the current properties of the REIT, see "*Properties of the REIT*".

Debt

On February 24, 2020, the REIT completed the refinancing of a C\$525 million revolving credit facility and term loan. The REIT also reduced pricing for its C\$250 million term loan and entered into a commitment for a C\$83 million 10-year mortgage secured by a pool of eight properties. The transaction achieved overall cumulative debt refinancing of C\$858 million.

On January 14, 2021, the REIT entered into a \$169 million mortgage loan at 3.75% for a 10-year and three-month term with a 30-year amortization. The mortgage loan is secured by a pool of 19 properties and is non-recourse to the REIT. The REIT's weighted average interest rate is 4.2%.

On July 15, 2022, the REIT entered into a \$275 million term loan, with a 5-year term bearing interest at 175 basis points, subject to certain covenants over adjusted one-month SOFR plus. The proceeds from the term loan were used to fund acquisitions during the third quarter of 2022 and reduce borrowings on the revolving credit facility.

Appointment of Executive Officers

The REIT announced on February 13, 2020, that it had appointed David Dunn as the Chief Executive Officer of the REIT, with such appointment to take effect on March 12, 2020. David Dunn succeeded Greg Stevenson, who served as Chief Executive Officer of the REIT from August 12, 2015.

On January 10, 2022, the REIT announced that Blair Welch was appointed as interim Chief Executive Officer, to replace David Dunn who stepped down. Blair Welch remained a Trustee of the Board during this time. For more information about Blair Welch, see "*Trustees and Executive Officers of the REIT – Executive Officer Information*".

Changes to Board of Trustees

On July 28, 2020 the REIT announced the retirement of Samuel Altman from the Board of Trustees and the appointment of Marc Rouleau as a Trustee. The REIT announced on December 22, 2020, that Thomas Farley stepped down as Chair of the Board and that Andrea Stephen, a current independent Trustee, was appointed as Chair of the Board effective January 1, 2021.

On November 28, 2022 the REIT announced that Thomas Farley, stepped down from the Board of Trustees.

Amended and Restated Declaration of Trust

On August 17, 2020, the REIT amended and restated the third amended and restated declaration of trust as amended July 30, 2019, for the purpose of, among other things, reflecting the new name of the REIT as "Slate Grocery REIT" and the assignment of SLAM's right, title, benefit and interest as manager in and to the Management Agreement to Slate Canada.

Amended and Restated Management Agreement

The independent trustees of the REIT approved amendments to the REIT's Management Agreement effective October 1, 2021, as one of the parties, GAR U.S. Portfolio L.P., had dissolved on January 19, 2021. Some highlights of the amendments include a new five-year term to October 1, 2026, with five-year renewal terms thereafter, and a reduction in asset management fees as the REIT grows from 0.40% of Gross Book Value to 0.35%. For further detail regarding the management of the REIT, see "*Management of the REIT*".

DESCRIPTION OF THE BUSINESS

Overview

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

Manager

The REIT's properties are managed by Slate Asset Management (Canada) L.P. ("**Slate Canada**"), a wholly-owned Subsidiary of Slate Asset Management L.P. ("**SLAM**"), and its affiliates pursuant to the Management Agreement. SLAM is a global alternative investment platform targeting real assets. The firm focuses on fundamentals with the objective of creating long-term value for its investors and partners. SLAM's platform has a range of real estate and infrastructure investment strategies, including opportunistic, value add, core plus and debt investments. The firm is supported by exceptional people and flexible capital, which enable it to originate and execute on a wide range of compelling investment opportunities. SLAM's team consists of approximately 172 professionals with dedicated acquisition, leasing, in-house legal, construction management, finance and taxation teams for its U.S., European and Canadian commercial real estate businesses. Due to its relationship with Slate Canada, the REIT does not have any of its own employees. Instead, the REIT has trustees and officers, and relies on SLAM for services it might otherwise obtain from employees. See "*Management of the REIT*".

Objectives

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

Growth Strategies

The REIT's internal growth strategy includes the following:

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

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

- **Opportunity to Benefit from its Relationship with Slate Canada.** The REIT anticipates that its continuing relationship with Slate Canada provides opportunities to acquire additional properties. Slate Canada has a strong track record of closing acquisitions and believes that it can grow the asset base of the REIT on an accretive basis in the near to medium term.
- **Identify Undervalued Properties.** Slate Canada's extensive relationships with a network of U.S.-based commercial real estate brokers allow it to identify undervalued properties, many of which may be "off-market" or not widely marketed for sale. With over 40,000 grocery stores in the U.S., there are significant opportunities for the REIT to continue its strategy of acquiring attractive, revenue-producing grocery-anchored properties. Slate Canada's familiarity with the REIT's properties allows it to identify complementary acquisition opportunities that are aligned with the REIT's investment criteria and accretive to cash flow. The REIT seeks to acquire properties that are: (i) located in major metropolitan areas in the U.S. that demonstrate favourable population and employment growth dynamics; (ii) located in well-developed sub-markets with limited risk of new development; and (iii) anchored by market dominant grocers and other essential tenants who fulfill the last mile of logistics and have a proven track record of strong sales and profitability. Slate Canada will continue to target major metropolitan areas in the U.S. outside of gateway markets where there is typically more competition and less favourable pricing for quality assets.
- **Apply Slate Canada's Hands-On Asset Management Philosophy.** Even though Slate Canada targets assets that are stable, income producing properties, Slate Canada will continue to assess each property to determine how to optimally refurbish, reposition and re-tenant the property. Slate Canada will continue to work closely with contractors to reduce operating costs and will oversee capital expenditure projects to ensure they are on budget and completed on time. In addition, Slate Canada will continue to: (i) focus on rebuilding and strengthening tenant relationships with a view to gaining incremental business and extending stable tenant leases; and (ii) outsource property management and other real estate property functions to lower the operating costs borne by the tenants. This cost reduction further improves tenant relationships and will increase the net operating income of the REIT's properties.

Environmental Risk Management

The REIT is exposed to potential liability in respect of environmental hazards or liability under various environmental laws and regulations. This risk is more particularly described in the "Risk Factors" section of this Annual Information Form. With guidance from the Global Head of ESG, Management completes an annual review of the Environmental Management Program to ensure appropriate environmental policies and procedures are in place. The purpose of the Environmental Management Program is to protect the environment, implement sound environmental practices and minimize the REIT's risks and potential liabilities. The need to address these environmental risks requires certain expenditures, including those associated with the commissioning of environmental assessments upon the acquisition, financing and ongoing maintenance of the REIT's properties. The environmental assessments which the REIT has obtained to date with respect to its portfolio have not revealed any environmental liability that management believes will have a material adverse effect on the REIT.

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

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

In 2022, the REIT undertook a climate physical risk assessment of the properties to determine the nature and extent of exposure under various representative concentration pathway (RCP) scenarios. This analysis was undertaken to enable the REIT to evaluate which, if any, properties are at particular risk of future physical climate change risks and to identify any climate resilience measures that may be necessary to minimise these risks. Physical climate risks assessments are also embedded in the REIT's acquisitions environmental, social and governance (ESG) due diligence process which includes a broader evaluation of exposure to ESG risks including contaminated land and hazardous material checks. Over 2022, to better understand operational ESG risks across the portfolio the REIT gathered baseline energy, water, and waste data to establish the environmental operational efficiency of properties. This baseline data will form the basis for establishing focused environmental management plans for each property taking account of environmental regulations, tenant ESG requirements and industry ESG best practices.

The REIT benefits from the broader Slate Asset Management (SLAM) ESG policy, commitments and roadmap. More details related to the REIT's environmental risk management including the SLAM 2021 ESG Report, can be found on the SLAM website at www.slateam.com/esg.

Competitive Conditions for Real Property Investments

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

PROPERTIES OF THE REIT

Overview

As of December 31, 2022, the REIT owns a portfolio of 117 assets that is primarily comprised of grocery-anchored retail properties. The portfolio consists of 15,284,265 square feet of GLA and has an occupancy rate of 93.2%. Management believes that the REIT's properties, which are well-located, represent a defensive asset class with limited downside in volatile markets. Properties with tenant bases that provide consumer staples and services such as grocery stores, drugstores, banks and fast-food restaurants, afford investors with a tenant base with a different profile than volatile specialty retail centres or big box retail outlets.

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

Property	Location	Associated MSA	Area (SF)	% of		
				Total	Occ. %	Anchor
98 Palms	Destin	Crestview-Fort Walton Beach-Destin	84,682		100.0%	Winn-Dixie
Bellview Plaza	Pensacola	Pensacola-Ferry Pass-Brent	82,910		78.0%	Publix
Cordova Commons	Pensacola	Pensacola-Ferry Pass-Brent	164,343		100.0%	The Fresh Market
Errol Plaza	Orlando	Orlando-Kissimmee-Sanford	76,582		100.0%	Winn-Dixie
Eustis Village	Eustis	Orlando-Kissimmee-Sanford	156,927		100.0%	Publix

Good Homes Plaza	Ocoee	Orlando-Kissimmee-Sanford	165,741	95.4%	Publix
Oak Hill Village	Jacksonville	Jacksonville	78,492	93.8%	Publix
Salerno Village Square	Stuart	Martin/St. Lucie	77,677	94.7%	Winn-Dixie
Uptown Station	Fort Walton Beach	Pensacola-Ferry Pass-Brent	272,616	93.6%	Winn-Dixie
Wedgewood Commons	Stuart	Martin/St. Lucie	153,987	83.3%	Publix
Mission Hills Shopping Center	Naples	Naples-Marco Island	85,078	100.0%	Winn-Dixie
Barclay Square	Largo	Tampa-St. Petersburg-Clearwater	89,149	86.3%	Walmart
River Run	Miramar	Miami-Fort Lauderdale-West Palm Beach	93,643	98.2%	Publix
Sheridan Square	Dania Beach	Miami-Fort Lauderdale-West Palm Beach	66,913	93.0%	Walmart
Flamingo Falls	Pembroke Pines	Miami-Fort Lauderdale-West Palm Beach	108,385	91.9%	Neighborhood Center
Northlake Commons (FL)	Palm Beach	Miami-Fort Lauderdale-West Palm Beach	123,556	97.3%	The Fresh Market
Countryside Shoppes	Naples	Naples-Marco Island	73,986	95.5%	Ross Dress for Less
Creekwood Crossing	Bradenton	North Port-Sarasota-Bradenton	235,459	100.0%	Aldi
Skyview Plaza	Orlando	Orlando	265,376	89.6%	Beall's Presidente Supermarket
Total Florida			2,455,502	16.1%	
11 Galleria	Greenville	Greenville-Anderson	55,608	75.6%	The Fresh Market
Battleground Village	Greensboro	Greensboro-High Point	73,207	92.6%	Aldi
Flowers Plantation	Clayton	Raleigh-Cary	53,500	100.0%	Food Lion
Fuquay Crossing	Fuquay-Varnia	Raleigh-Cary	96,638	100.0%	Harris Teeter
Independence Square	Charlotte	Charlotte-Concord-Gastonia	190,361	100.0%	Super Global Mart
Mooresville Consumer Square	Mooresville	Charlotte-Concord-Gastonia	272,860	96.7%	Walmart
Mooresville Town Square	Mooresville	Charlotte-Concord-Gastonia	98,262	99.0%	Lowe's Foods
Harper Hills Commons	Winston-Salem	Winston-Salem	96,914	89.3%	Harris Teeter
Renaissance Square	Davidson	Charlotte-Concord-Gastonia	80,513	93.3%	Harris Teeter
Alexander Pointe	Salisbury	Charlotte-Concord-Gastonia	57,710	100.0%	Harris Teeter
North Summit Square	Winston-Salem	Winston-Salem	224,530	96.7%	Sam's Club
Bells Fork Square	Greenville	Greenville-Anderson	71,666	95.7%	Harris Teeter
Tanglewood Commons	Clemmons	Winston-Salem	78,520	92.9%	Harris Teeter
Westin Centre	Fayetteville	Fayetteville	66,890	100.0%	Food Lion
Fayetteville Pavilion	Fayetteville	Fayetteville	274,751	99.5%	Food Lion
Clayton Corners	Clayton	Raleigh	125,708	89.2%	Lowe's Foods
Total North Carolina			1,917,638	12.5%	
Beach Shopping Center	Peekskill	New York-Newark	204,532	87.6%	Stop & Shop Market 32 (Price Chopper)
Mid Valley Mall	Newburgh	New York-Newark	208,138	80.8%	Tops Markets
Panorama Plaza	Penfield	Rochester	250,804	85.2%	Tops Markets
Crossroads Centre-Orchard Park	Orchard Park	Buffalo-Niagara Falls	150,990	77.2%	Tops Markets
Cheektowaga	Cheektowaga	Buffalo-Niagara Falls	136,310	91.4%	Tops Markets
Amherst	Amherst	Buffalo-Niagara Falls	128,896	89.5%	Tops Markets
Ontario	Ontario	Rochester	69,336	93.5%	Tops Markets
Leroy	LeRoy	Rochester	56,472	97.5%	Tops Markets
Jamestown	Jamestown	Jamestown-Dunkirk-Fredonia	88,201	94.2%	Tops Markets
Warsaw	Warsaw	Buffalo-Niagara Falls	66,693	81.8%	Tops Markets

Culver Ridge Plaza	Irondequoit	Rochester	202,875	71.2%	Vacant	
Mahopac Village Centre	Mahopac	New York–Newark	126,379	96.4%	Acme Markets	
Total New York			1,689,626	11.1%		
Property	Location	Associated MSA	Area (SF)	% of Total	Occ. %	Anchor
Abbott's Village	Alpharetta	Atlanta-Sandy Springs-Alpharetta	109,586		92.4%	Publix
Birmingham Shoppes	Milton	Atlanta-Sandy Springs-Alpharetta	82,905		97.3%	Publix
Duluth Station	Duluth	Atlanta-Sandy Springs-Alpharetta	94,966		91.9%	Publix
Locust Grove	Locust Grove	Atlanta-Sandy Springs-Alpharetta	89,567		96.9%	Publix
Merchants Crossing	Newnan	Atlanta-Sandy Springs-Alpharetta	174,059		97.5%	Kroger
Robson Crossing	Flowery Branch	Atlanta-Sandy Springs-Alpharetta	103,840		97.8%	Publix
Midway Plaza	Loganville	Atlanta-Sandy Springs-Alpharetta	82,076		95.4%	Kroger
Parkway Station	Warner Robins	Atlanta-Sandy Springs-Alpharetta	94,317		97.0%	Kroger
Riverstone Plaza	Canton	Atlanta	307,661		93.1%	Publix
Total Georgia			1,138,977	7.5%		
Lake Raystown Plaza	Huntingdon	Harrisburg	140,159		97.3%	Giant Food Store
Northland Center	State College North	State College	111,718		97.3%	Giant Food Store
Norwin Town Square	Huntingdon	Pittsburgh	141,466		92.3%	Shop n' Save
Shops at Cedar Point	Allentown	Allentown-Bethlehem-Easton	130,583		89.3%	Weis Markets
Summit Ridge	Mount Pleasant	Pittsburgh	240,884		93.3%	Walmart
West Valley Marketplace	Allentown	Allentown-Bethlehem-Easton	259,207		95.6%	Walmart
Total Pennsylvania			1,024,017	6.7%		
Barefoot Commons	North Beach	Myrtle Beach-Myrtle Beach-Conway-North Myrtle Beach	90,702		98.2%	Food Lion
Dill Creek Commons	Greer	Greenville-Anderson	72,526		100.0%	Food Lion
Dorman Centre	Spartanburg	Greenville-Anderson	388,502		97.1%	Walmart
Little River Pavilion	North Beach	Myrtle Beach-Myrtle Beach-Conway-North Myrtle Beach	63,823		97.8%	Lowe's Foods
North Augusta Plaza	North Augusta	Augusta-Richmond County	229,730		95.2%	Publix
Total South Carolina			845,283	5.5%		
14th Street Market	Plano	Dallas-Ft Worth-Arlington	75,458		100.0%	Tom Thumb
Flower Mound Crossing	Flower Mound	Dallas-Ft Worth-Arlington	80,221		100.0%	Club 4 Fitness
Cross Timbers Court	Flower Mound	Dallas-Ft Worth-Arlington	77,111		100.0%	Tom Thumb
Park West Plaza	Grapevine	Dallas-Ft Worth-Arlington	78,828		90.3%	Tom Thumb
The Highlands	Flower Mound	Dallas-Ft Worth-Arlington	86,399		92.6%	Tom Thumb
Heritage Heights	Grapevine	Dallas-Ft Worth-Arlington	87,895		100.0%	Tom Thumb
Hunter's Glen Crossing	Plano	Dallas-Ft Worth-Arlington	92,468		98.8%	Tom Thumb
Alta Mesa Plaza	Fort Worth	Dallas-Ft Worth-Arlington	167,961		96.7%	Kroger
Josey Oaks Crossing	Carrollton	Dallas-Ft Worth-Arlington	85,698		98.0%	Tom Thumb
Total Texas			832,039	5.4%		
East Little Creek	Norfolk	Virginia Beach-Norfolk-Newport News	68,770		96.1%	Kroger
Bermuda Crossroads	Chester	Richmond Virginia Beach-Norfolk-Newport News	122,566		98.4%	Food Lion
Gainsborough Square	Chesapeake	Virginia Beach-Norfolk-Newport News	88,862		98.2%	Food Lion
Indian Lakes Crossings	Virginia Beach	Virginia Beach-Norfolk-Newport News	64,973		97.9%	Harris Teeter
Smithfield Shopping Plaza	Smithfield	Virginia Beach-Norfolk-Newport News	134,664		94.8%	Kroger

Apple Blossom Corners	Winchester	Winchester-Frederick	242,703	98.1%	Martin's	
Total Virginia			722,538	4.7%		
Hocking Valley Mall	Lancaster	Columbus-Marion-Zanesville	181,393	96.2%	Kroger	
Chillicothe Place	Chillicothe	Columbus-Marion-Zanesville	213,083	100.0%	Kroger	
Mulberry Square	Milford	Cincinnati	145,901	80.0%	Kroger	
Total Ohio			540,377	3.5%		
Cambridge Crossings	Troy	Detroit-Warren-Dearborn	238,963	95.9%	Walmart	
Canton Shopping Center	Canton	Detroit-Warren-Dearborn	72,631	99.0%	ALDI	
City Center Plaza	Westland	Detroit-Warren-Dearborn	97,670	95.6%	Kroger	
Windmill Plaza	Sterling Heights	Detroit-Warren-Dearborn	101,611	95.4%	Kroger	
Total Michigan			510,875	3.3%		
Property	Location	Associated MSA	Area (SF)	% of Total	Occ. %	Anchor
East Brainerd Mall	Brainerd	Minneapolis-St Paul	191,459	63.7%		Cub Foods
Mapleridge Center	Maplewood	Minneapolis-St Paul	118,828	91.0%		Hy-Vee
North Branch Marketplace	North Branch	Minneapolis-St Paul	72,895	100.0%		County Market
Phalen Retail Center	St Paul	Minneapolis-St Paul	73,678	97.8%		Cub Foods
Plymouth Station	Plymouth	Minneapolis-St Paul	114,069	93.0%		Hy-Vee
Total Minnesota			570,929	3.7%		
Highland Square	Crossville	Nashville-Davidson-Murfreesboro-Franklin	179,732	98.2%		Kroger
North Hixson Marketplace	Hixson	Chattanooga	64,254	100.0%		Food City
St. Elmo Central	Chattanooga	Chattanooga	74,999	100.0%		Food City
Sunset Plaza	Johnson City	Johnson City	143,752	100.0%		Kroger
Westhaven Town Center	Franklin	Nashville-Davidson-Murfreesboro-Franklin	63,904	100.0%		Kroger
Total Tennessee			526,641	3.4%		
Glidden Crossing	DeKalb	Chicago-Naperville-Elgin	98,683	88.4%		Schnucks
North Lake Commons	Lake Zurich	Chicago-Naperville-Elgin	121,099	88.5%		Jewel-Osco
Prairie Point	Aurora	Chicago-Naperville-Elgin	91,535	100.0%		Mariano's
Plaza St. Clair	Fairview Heights	St. Louis	97,459	77.8%		Schnucks
Total Illinois			408,776	2.7%		
Charles Town Plaza	Charles Town	Washington-Baltimore	208,888	96.9%		Walmart
Eastpointe Shopping Center	Clarksburg	Morgantown	181,016	96.0%		Kroger
Total West Virginia			389,904	2.6%		
Southgate Crossing	Minot	Minot	159,780	78.4%		Cash Wise
Watford Plaza	Watford City	Williston	101,798	100.0%		Cash Wise
Total North Dakota			261,578	1.7%		
Riverdale Shops	West Springfield	Springfield	273,531	92.4%		Stop & Shop
Total Massachusetts			273,531	1.9%		
Centerplace of Greeley	Greeley	Greeley	151,548	100.0%		Safeway
Total Colorado			151,548	1.0%		
Crossroads Shopping Center	Schererville	Chicago-Naperville-Elgin	129,314	84.7%		Strack & Van Til
Glenlake Plaza	Indianapolis	Indianapolis-Carmel-Anderson	104,679	90.6%		Kroger
Total Indiana			233,993	1.5%		
Pine Creek Shopping Center	Grass Valley	Sacramento-Roseville	194,872	93.6%		Raley's
Total California			194,872	1.4%		

Derry Meadows Shoppes	Derry	Manchester-Nashua	151,946		92.2%	Hannaford Brothers
Total New Hampshire			151,946	1.0%		
Taylorsville Town Center	Taylorsville	Salt Lake City	127,507		73.9%	Macey's Inc
Total Utah			127,507	0.8%		
Forest Plaza	Fond du Lac	Fond du Lac	123,028		78.3%	Pick 'n Save
Total Wisconsin			123,028	0.8%		
Stone House Square	Hagerstown	Washington-Baltimore	112,274		88.4%	Weis Markets
Total Maryland			112,274	0.7%		
Stonefield Square	Louisville	Louisville	80,866		93.4%	Crunch Fitness
Total Kentucky			80,866	0.5%		
Total / WA			15,284,265	100.0%	93.2%	

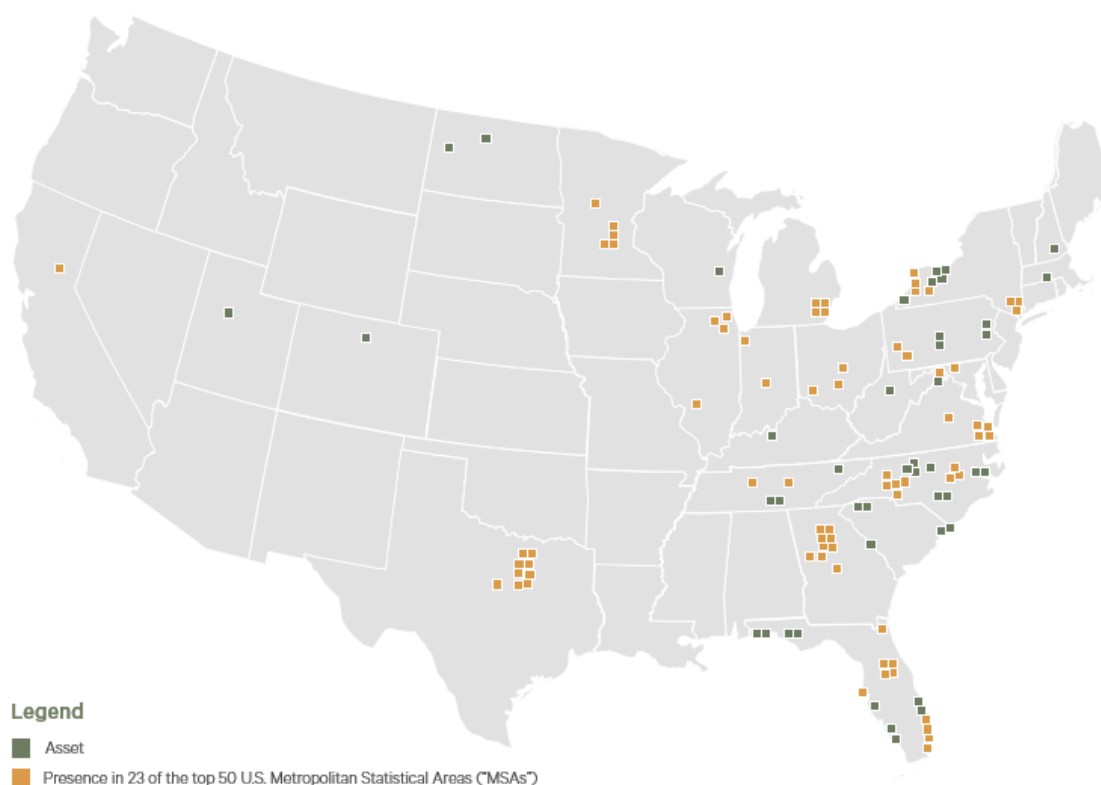
Geographic Diversification

The REIT's portfolio is geographically diversified. As of December 31, 2022, the REIT's 117 properties are located across 24 states with a presence in 23 major metropolitan statistical areas ("MSAs"). The following table shows the number of properties located in each state, the total square footage, the percentage of portfolio square footage and occupancy in each state:

State	Number of assets	Total SF	Occupied SF	Percentage of revenue	Occupancy
Florida	19	2,455,502	2,315,878	18.1%	94.3%
North Carolina	16	1,917,638	1,842,139	12.8%	96.1%
New York	12	1,689,627	1,441,437	11.4%	85.3%
Georgia	9	1,138,977	1,083,393	7.1%	95.1%
Texas	6	1,024,017	964,579	5.9%	94.2%
Pennsylvania	9	832,038	809,662	5.8%	97.3%
Virginia	5	845,283	819,716	5.2%	97.0%
South Carolina	6	722,538	703,408	5.2%	97.4%
Michigan	5	570,929	481,158	3.3%	84.3%
Minnesota	4	510,875	491,292	3.0%	96.2%
Ohio	4	408,776	361,786	2.5%	88.5%
Illinois	5	526,641	523,371	2.5%	99.4%
Tennessee	3	540,377	504,368	2.5%	93.3%
Colorado	1	273,532	252,741	2.3%	92.4%
Massachusetts	2	261,577	227,122	2.1%	86.8%
North Dakota	2	389,904	376,244	1.9%	96.5%
West Virginia	1	151,548	151,548	1.5%	100.0%
California	1	194,872	182,372	1.5%	93.6%
Indiana	2	233,993	204,310	1.4%	87.3%
New Hampshire	1	151,946	140,140	1.0%	92.2%
Maryland	1	112,274	99,294	1.0%	88.4%
Utah	1	127,507	94,206	0.7%	73.9%
Wisconsin	1	123,028	96,349	0.7%	78.3%
Kentucky	1	80,866	75,491	0.6%	93.4%
Total¹	117	15,284,265	14,242,004	100.0%	93.2%

Note:

(1) Includes the REIT's share of joint venture investments.

**Occupancy and Leasing**

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

GLA expiration	Grocery-anchor			Non-anchor			Total		
	GLA	Percentage of portfolio	Average in-place rent	GLA	Percentage of portfolio	Average in-place rent	GLA	Percentage of portfolio	Average in-place rent
Month-to-month	—	—	\$ —	286,304	1.9%	\$ 15.62	286,304	1.9%	\$ 15.62
2023	459,760	3.0%	7.72	904,790	5.9%	15.82	1,364,550	8.9%	13.09
2024	1,370,836	9.0%	8.53	1,322,149	8.6%	14.77	2,692,985	17.6%	11.59
2025	677,394	4.4%	8.78	970,148	6.3%	15.17	1,647,542	10.7%	12.54
2026	972,603	6.4%	9.53	911,566	6.0%	15.88	1,884,169	12.4%	12.60
2027	744,567	4.9%	8.87	1,068,021	7.0%	14.99	1,812,588	11.9%	12.48
2028 and later	2,454,149	16.1%	9.50	2,099,716	13.7%	14.37	4,553,865	29.8%	11.75
Vacant	—	—	N/A	1,042,262	6.8%	N/A	1,042,262	6.8%	N/A
Total/ weighted average¹	6,679,309	43.8%	\$ 9.04	8,604,956	56.2%	\$ 15.03	15,284,265	100.0%	\$ 12.22

Note:

(1) Includes the REIT's share of joint venture investments.

The REIT's properties have an overall weighted occupancy of approximately 93.2% with weighted average remaining lease term of 4.5 years. No more than 18% of the leased GLA expires in any given year from 2023 to 2027.

Tenant Mix

The tenant base in the REIT's properties is geographically well-diversified, with many tenants having large national or multi-national footprints. 96% of the REIT's properties are anchored by a grocery tenant, which the REIT believes represents a defensive asset class with limited downside in volatile markets.

The following table shows the parent companies of the fifteen largest tenants which, when taken together, comprise 44.9% of the REIT's properties' GLA across 140 stores in total. The fifteen largest tenants account for 35.4% of the REIT's properties' portfolio annualized in-place base rent.

Fifteen Largest Parent Company Tenants

Parent company	Store brands	Grocery	Stores	% GLA	Base rent	% Base rent
The Kroger Co.	Kroger, Pick 'n Save, Harris Teeter, Mariano's	Y	25	9.4%	\$ 11,396	6.5 %
Walmart, Inc.	Wal-Mart, Sam's Club	Y	10	9.0%	9,234	5.3 %
Ahold Delhaize	Stop & Shop, GIANT, Food Lion, Hannaford	Y	12	3.9%	7,779	4.4 %
Publix Super Markets, Inc.	Publix	Y	13	3.9%	5,307	3.0 %
Albertsons	Jewel Osco, Acme, Tom Thumb, Safeway	Y	10	4.0%	5,174	3.0 %
Tops Friendly Markets	Tops Markets	Y	8	3.0%	4,495	2.6 %
Dollar Tree, Inc.	Dollar Tree, Family Dollar	N	24	1.5%	2,557	1.5 %
Beall's, Inc.	Beall's, Burke's	N	7	1.8%	2,331	1.3 %
Ross Stores, Inc.	Ross Dress for Less, dd's Discounts	N	8	1.5%	2,296	1.3 %
Southeastern Grocers	Winn Dixie	Y	5	1.6%	2,247	1.3 %
United Natural Foods, Inc.	Cub Foods, Shop n' Save, County Market	Y	4	1.3%	2,116	1.2 %
TJX Companies	Marshalls, T.J. Maxx, HomeGoods	N	8	1.4%	2,080	1.2 %
Coborn `s Inc.	Cash Wise	Y	2	0.8%	2,038	1.2 %
Alex Lee Inc.	Lowe's Foods	Y	3	0.9%	1,684	1.0 %
Kohl's	Kohl's	N	2	1.1%	1,451	0.8 %
Total ¹			141	45.1%	\$ 62,185	35.6%

Note:

(1) Includes the REIT's share of joint venture investments.

Fifteen Largest Tenants

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

The Kroger Company

Based in Cincinnati, Ohio and founded in 1883, The Kroger Company ("**Kroger**") is an American food retailer with over 2,700 supermarkets and multidepartment stores under two dozen banners located throughout 35 states and the District of Columbia. With 465,000 employees and approximately \$138 billion in annual revenues, Kroger is one of the largest retailers in the world. Kroger is listed on the New York Stock Exchange (NYSE:KR). Kroger operates retail locations under the Kroger brands in the following properties: Highland Square, Westhaven Town Center, Alta Mesa Plaza, Stadium Center, City Center

Plaza, Hocking Valley Mall, Merchants Crossing, Mulberry Square, East Little Creek, Smithfield Shopping Plaza, Sunset Plaza, Eastpointe Shopping Center, Windmill Plaza, Forest Plaza (operating under the Pick 'n Save banner), Fuquay Crossing, Harper Hills Commons, Renaissance Square, Alexander Pointe, Indian Lakes Crossing, Bells Fork Square, Tanglewood Commons (operating under the Harris Teeter banner), Glenlake Plaza, Prairie Pointe, Chillicothe Place, Midway Plaza and Parkway Station (operating under the Mariano's brand).

Walmart Inc.

Headquartered in Bentonville, Arkansas and founded in 1962, Walmart Inc. ("**Walmart**") is a multinational retail corporation that operates a chain of large discount retail stores. Walmart operates 10,500 retail units under 46 banners throughout 24 countries. Walmart employs 2.3 million sales associates worldwide and has annual revenues of over \$570 billion. Walmart is listed on the New York Stock Exchange (NYSE: WMT). Walmart operates retail locations in the following properties: Summit Ridge, Cambridge Crossing, Independence Square, Charles Town Plaza, Mooresville Consumer Square, West Valley Marketplace, Barclay Square, Dorman Centre, Sheridan Square and North Summit Square (under its Sam's Club banner).

Koninklijke Ahold Delhaize N.V.

Koninklijke Ahold Delhaize N.V. ("**Ahold Delhaize**") was formed in July 2016 from the merger of Ahold and Delhaize Group and is one of the world's largest food retail groups. Ahold Delhaize's international headquarters is in Zaandam, Netherlands. Ahold Delhaize serves 55 million customers each week both in stores and online with active brands in Europe, the United States and Indonesia. Ahold Delhaize entered into the U.S. market in the 1970's and has more than 2,000 stores that generated over \$50 billion in revenue within the U.S. Ahold Delhaize also has a network of distribution centers across 23 states with a strong presence in major markets along the east coast. With a wide variety of store formats, Ahold Delhaize operates under multiple brands including Stop & Shop, Giant Food, Food Lion and Hannaford. Ahold Delhaize operates retail locations in the following properties: Flowers Plantation, Derry Meadows Shoppes, Lake Raystown Plaza, Northland Center, Gainsborough Square, Bermuda Crossroads, Dill Creek Commons, Barefoot Commons, Beach Shopping Center and Westin Centre.

Publix Super Markets, Inc.

Headquartered in Lakeland, Florida and founded in 1930, Publix Super Markets, Inc. ("**Publix**") is the largest employee-owned company in the United States and is engaged in the business of operating retail food supermarkets with more than 1,320 store locations located throughout Florida, Georgia, Alabama, South Carolina, Tennessee, North Carolina and Virginia. As one of the 10 largest volume supermarket chains in the United States, Publix has annual sales of approximately \$48 billion and approximately 240,000 employees. Publix operates retail locations in the following properties: Oak Hill Village, Birmingham Shoppes, Locust Grove, North Augusta Plaza, Abbott's Village, Robson Crossing, Eustis Village, Bellview Plaza, Wedgewood Commons, Duluth Station, Good Homes Plaza, River Run and Riverstone Plaza.

Albertsons Companies, Inc.

Headquartered in Boise, Idaho and founded in 1939, Albertsons Companies ("**Albertsons**") is one of the largest food and drug retailers in the United States. The company is comprised of more than 2,200 supermarkets operating under 20 banners across 34 states. Albertsons is one of the largest retail employers in the United States, providing approximately 290,000 jobs and is currently listed on the New York Stock Exchange (NYSE: ACI). Albertsons operates retail locations in the following properties: Josey Oaks Crossing, 14th Street Market, Park West Plaza, Cross Timbers Court, The Highlands, Heritage Heights, Hunter's Glen Crossing, North Lake Commons, Mahopac Village Centre, Centerplace of Greeley, Fayetteville Pavilion, Riverdale Shops and Apple Blossom Corners.

Tops Friendly Markets

Tops Friendly Markets (“**Tops Markets**”) was founded in 1962 and is a supermarket chain based in Williamsville, New York. Tops Markets operates 150 full-service supermarkets along with 59 fuel stations. With over 14,000 employees, Tops Markets is one of the leading supermarket retailers. Tops Markets operates retail locations at LeRoy, Amherst, Cheektowaga, Jamestown, Panorama Plaza, Crossroads Centre Orchard Park, Ontario and Warsaw.

Dollar Tree, Inc.

Based in Chesapeake, Virginia and founded in 1991, Dollar Tree, Inc. (“**Dollar Tree**”) is a national company that operates more than 16,000 stores in conveniently located shopping centers and malls throughout 48 states in the United States and 5 Canadian provinces. Dollar Tree is an American discount variety store that has over 200,000 employees and more than \$26 billion in annual revenue. Dollar Tree is listed on the NASDAQ (NASDAQ: DLTR) and operates multi price point variety chains under the banners Deals and Family Dollar. Dollar Tree operates retail locations in the following properties: Abbott’s Village, Fuquay Crossing, East Brainerd Mall, Cambridge Crossings, Little River Pavilion, Derry Meadows Shoppes, Charles Town Plaza, Wedgewood Commons (operating under the Dollar Tree banner), St. Elmo Central (operating under the Family Dollar banner), Westin Center (operating under the Family Dollar banner) , Amherst, Cheektowaga, Beach Shopping Center, Culver Ridge Plaza, Mid Valley Mall, Panorama Plaza, Pine Creek Shopping Center, Ontario, Jamestown, Sheridan Square, Fayetteville Pavilion and Riverdale Shops.

Beall’s, Inc.

Beall’s Inc. is a privately held company, founded in 1915 in Bradenton, Florida. Bealls is a retail corporation that specializes in casual lifestyle and priced right apparel, specifically apparel worn in sunbelt climates. Bealls has over 650 stores across 24 states under the names Bealls, Burkes, Bealls Outlet and Home Centric and is the employer of over 14,000 employees. Bealls operates retail locations in the following properties: Smithfield Shopping Plaza, North Augusta Plaza, Wedgewood Commons, Good Homes Plaza, Eustis Village, Creekwood Crossing and Riverstone Plaza.

Ross Stores, Inc.

Headquartered in Dublin, California and founded in 1957, Ross Stores, Inc (“**Ross**”) operates off-price retail apparel and home fashion stores under the Ross Dress for Less and dd’s DISCOUNTS brand names and is listed on the NASDAQ (NASDAQ: ROST). Ross operates approximately 2,000 stores across 40 states, the District of Columbia and Guam. Ross operates retail locations in the following properties: Centerplace of Greeley, Dorman Centre, North Augusta Plaza, Northlake Commons, Riverstone Plaza, Skyview Plaza and Uptown Station.

Southeastern Grocers, LLC

Based in Jacksonville, Florida and founded in 2010, Southeastern Grocers, LLC, (“**Southeastern Grocers**”) is the parent company of Harvey’s, Winn-Dixie and Fresco y Mas grocery stores. Southeastern Grocers has approximately 40,000 employees who serve customers in nearly 600 grocery stores, liquor stores and instore pharmacies throughout the seven southeastern states of Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, and South Carolina. Southeastern Grocers operates retail locations in the following properties: Errol Plaza, 98 Palms, Uptown Station, Salerno Village Square, and Mission Hills Shopping Center.

United Natural Foods, Inc.

United Natural Foods, Inc. (“**UNFI**”) is a distributor of natural and organic foods, specialty foods, and related products in the United States and Canada. Founded in 1996 by the merger of two regional distributors

serving the East and West coasts of the United States, UNFI purchased SuperValu, Inc. in July 2018, giving it access to SuperValu's network of approximately 2,000 stores throughout the United States. UNFI is listed on the New York Stock Exchange (NYSE: UNFI) with net sales in excess of \$28 billion. UNFI operates retail locations in the following properties: East Brainerd Mall, Phalen Retail Center (operating as Cub Foods, UNFI's wholly-owned supermarket chain), North Branch Marketplace (operating as County Market, UNFI's wholly-owned supermarket chain), and Norwin Town Square (operating as Shop 'n Save, UNFI's wholly-owned supermarket chain).

TJX Companies

TJX Companies ("**TJX**") is an American multinational off-price department store headquartered in Framingham, Massachusetts. TJX is the parent company of TJ Maxx, Marshalls, Homesense, and HomeGoods, among others, and is listed on the New York Stock Exchange (NYSE: TJX). The company operates nearly 4,700 discount stores in nine countries, with annual sales in excess of \$48 billion and approximately 340,000 employees. TJX operates retail locations in the following properties: Dorman Centre, Forest Plaza (under the TJ Maxx banner), Cambridge Crossings, Cordova Commons, Fayetteville Pavilion and Skyview Plaza (under the Marshalls banner), Culver Ridge Plaza, Hocking Valley and Apple Blossom Corners (under the HomeGoods banner).

Coborn's, Inc.

Headquartered in St. Cloud, Minnesota and founded in 1921, Coborn's, Inc. ("**Coborn's**") is a grocery retailer with nearly 200 stores across Minnesota, North Dakota, South Dakota, Wisconsin and Michigan under the Coborn's, Cash Wise Foods, Marketplace Foods and Hornbacher's banners. Coborn's employs more than 10,000 people. Coborn's operates Cash Wise retail locations in the following properties: Southgate Crossing and Watford Plaza.

Alex Lee, Inc.

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

Kohl's

Headquartered in Menomonee Falls, Wisconsin and founded in 1988, Kohl's is a leading omnichannel retailer with more than 1,100 stores in 49 states and is listed on the New York Stock Exchange (NYSE: KSS). Kohl's operates retail locations in the following properties: Apple Blossom Corners and Riverdale Shops.

DESCRIPTION OF THE PROPERTIES

California

Pine Creek Shopping Center

Situated in the foothills of the Sierra Nevada Mountains 60 miles from Sacramento and 90 miles from Reno, Nev., the 194,872 square foot Pine Creek Shopping Center is anchored by a 60,000 square foot Raley's grocery store and features three national junior anchors: JC Penney, Petco and Dollar Tree. Other national and regional tenants include Starbucks, Carl's Jr., IHOP, Jamba Juice, Sally Beauty and GNC, among others. Pine Creek Shopping Center is 93.6% occupied.

Colorado

Centerplace of Greeley

Centerplace of Greeley is a 151,548 square foot grocery-anchored shopping centre located at 4500 Centerplace Drive, Greeley, Colorado. Greeley is one of the fastest growing MSAs in the United States. Centerplace of Greeley is 100.0% occupied and is anchored by Safeway with other notable national tenants including Ross Dress for Less and Famous Footwear.

Florida

Errol Plaza

Errol Plaza is a 76,582 square foot grocery-anchored shopping centre located at 15011577 West Orange Blossom Trail, Apopka, Florida. Originally built in 1986 and remodelled in 2011, the centre is situated on 8 acres of land. Errol Plaza is 100.0% occupied and is anchored by a recently renovated high performing WinnDixie.

98 Palms

98 Palms is an 84,682 square foot grocery-anchored shopping centre located at 981 U.S. 98, Destin, Florida. Built in 2000, the centre is situated on 13.5 acres of land located in the Florida panhandle on Highway 98. The center has recently had several renovations including a newly painted and highly visible modern façade. 98 Palms is 100.0% occupied and is anchored by WinnDixie.

Uptown Station

Uptown Station is a 272,616 square foot grocery-anchored shopping centre located at 99 Eglin Parkway Northeast, Fort Walton Beach, Florida. Originally built in 1963 and remodeled in 2008, the centre is situated on 24.4 acres of land in the Florida panhandle. Uptown Station is 93.6% occupied and is anchored by Winn-Dixie, Ross Dress for Less, Ulta, Five Below and Starbucks, along with numerous other national and regional tenants. The center has recently had several renovations including a newly painted and highly visible modern façade.

Oak Hill Village

Oak Hill Village is a 78,492 square foot grocery-anchored shopping centre located at 7628 – 103rd Street, Jacksonville, Florida. Built in 1985, the centre is situated on 11.6 acres of land in the Jacksonville, Florida metropolitan area. Oak Hill Village is 93.8% occupied and is anchored by Publix.

Salerno Village Square

Salerno Village Square is a 77,677 square foot grocery-anchored shopping centre located at 5547, Southeast Federal Highway, Stuart, Florida. The centre was originally constructed in 1976 and is currently 94.7% leased. Salerno Village Square currently is strategically located on 15.5 acres of land along a major interstate with good visibility. The centre underwent a major store remodel completed by the anchor tenant, Winn-Dixie, in 2004, followed by another store upgrade in 2019.

Eustis Village

Eustis Village is a 156,927 square foot grocery-anchored shopping centre located at 2864 David Walker Drive, Eustis, Florida. Built in 2002, the centre is situated on 16.8 acres of land in the Orlando, Florida metropolitan area. Eustis Village is 100.0% occupied and is anchored by Publix.

Bellview Plaza

Bellview Plaza is an 82,910 square foot grocery-anchored shopping centre located off of Mobile Highway, Pensacola, Florida. Built in 1984 and renovated in 2007, the centre is situated on 7.9 acres of land. Bellview Plaza is 78.0% occupied and is anchored by Publix.

Cordova Commons

Cordova Commons is a 164,343 square foot grocery-anchored shopping centre located at 1690 Airport Blvd, Pensacola, Florida. Built in 1977 and renovated in 2012, the centre is situated on an 11.9 acre site. Cordova Commons is 100.0% occupied and is anchored by The Fresh Market. Junior anchor tenants include Total Wine, Marshalls and Five Below.

Wedgewood Commons

Wedgewood Commons is a 153,987 square foot grocery-anchored shopping centre located at 3600 SE Federal Hwy, Stuart, Florida. Wedgewood Commons is located along SE Federal Highway, the main channel through Stuart with the largest retail stores in the region. The centre was built in 1987 and is situated on 25.5 acres of land. 2022 saw the completion of a significant redevelopment including repositioning the Publix and Beall's outlet. Wedgewood Commons is currently 83.3% occupied and is anchored by Publix.

Good Homes Plaza

Good Homes Plaza is a 165,741 square foot grocery-anchored shopping centre located at 8900 W Colonial Drive, Ocoee, Florida. The building was constructed in 1989 and is situated on a 17.2 acre site. Good Homes Plaza is 95.4% occupied and is anchored by Publix.

Barclay Square

Barclay Square is an 89,149 square foot grocery-anchored shopping centre located in Pinellas County at the northeast corner of Walsingham Road and Indian Rocks Road in Largo, Florida, just south of Clearwater and northwest of Downtown St. Petersburg. Originally developed in 1988, Barclay Square features Walmart Neighborhood Market, Get Fitness, Goodyear, Verizon Wireless, and UPS, among other regional and national tenants. Barclay Square is 86.3% occupied.

Mission Hills Shopping Center

Mission Hills Shopping Center is an 85,078 square foot grocery-anchored shopping centre located in Collier County at 7550 Mission Hills Drive, Naples, Florida. The center was originally constructed in 2005 with major renovations in 2018. Mission Hills Shopping Center is 100.0% occupied and anchored by Winn-Dixie.

River Run

River Run is a 93,643 square foot grocery-anchored shopping center located in Miramar, Florida. Miramar is a dense and growing suburb located between Downtown Fort Lauderdale and Downtown Miami. The property 98.2% occupied and is anchored by Publix, the number one grocer in Florida, who has operated at the property for over 30 years. The site has signalized access and is just over a mile from Florida's Turnpike/Red Road interchange.

Sheridan Square

Sheridan Square is a 66,913 square foot grocery-anchored shopping center located in Dania Beach, Florida. Dania Beach is a dense, in-fill suburb of Fort Lauderdale. The shopping center is anchored by Walmart and is 93.0% occupied. The site is located at a strategic intersection with signalized access.

Flamingo Falls

Flamingo Falls is a 108,385 square foot, grocery-anchored shopping center built in 2001 and located in Pembroke Pines, Florida, a densely populated and high-income area. Flamingo Falls is 91.9% occupied and is anchored by The Fresh Market and CVS with both ranking in the top 20% in foot traffic for their respective chains. Flamingo Falls is located 12 miles southwest of Downtown Fort Lauderdale at the intersection of Flamingo Road and Sheridan Street.

Northlake Commons

Northlake Commons is a 123,556 square foot shopping center located in Palm Beach Gardens, Florida. The site is in a densely populated trade area with above average population growth. Northlake Commons is 97.3% occupied with national and regional tenants occupying 77% of the center's gross leasable area. Key tenants include Ross, Five Below, JoAnn Fabrics and Mattress Firm. Northlake Commons is located at a strategic I-95 highway interchange which offers regional access.

Countryside Shoppes

Countryside Shoppes is a 73,986 square foot grocery-anchored shopping center located in the affluent, growing trade area of Naples, Florida. Countryside Shoppes is 95.5% occupied and is anchored by Aldi with other notable national tenants including Athletica Health & Fitness and Advance Auto Parts. The site is well-positioned at the high traffic intersection of Radio Road and Santa Barbara Boulevard.

Creekwood Crossing

Creekwood Crossing is a 235,459 square foot shopping center located in Bradenton, Florida within a densely populated trade area. Creekwood Crossing is 100.0% occupied and has a diversified tenant mix anchored by Bealls and Bealls Outlet with other notable national tenants including Big Lots and DEFI Trampoline Park. Creekwood Crossings is strategically located at the high traffic regional interchange of I-75 and SR 70, across from a Publix and Walmart Supercenter.

Skyview Plaza

Skyview Plaza is a 265,376 square foot grocery-anchored center located in a major MSA retail concentration in Orlando, Florida. Skyview Plaza is 89.6% occupied and is anchored by Presidente Supermarket with other notable national tenants including Marshalls, Ross and dd's Discount. Skyview is located at a high traffic intersection with signalized access along Orange Blossom Trail, which sees close to 90 thousand vehicles per day.

Georgia

Locust Grove

Locust Grove is an 89,567 square foot grocery-anchored shopping centre located at 2730 Highway 155, Locust Grove, Georgia. The building was constructed in 2006 and is situated on a 16.5 acre site. Locust Grove is 96.9% occupied and is anchored by Publix.

Merchants Crossing

Merchants Crossing is a 174,059 square foot grocery-anchored shopping centre located at 50 Bullsboro Drive, Newnan, Coweta County, Georgia. Developed in 1974 and remodeled in 2012, Merchants Crossing is situated on 16.3 acres of land. Merchants Crossing is 97.5% occupied and is anchored by a recently remodeled Kroger.

Birmingham Shoppes

Birmingham Shoppes is an 82,905 square foot grocery-anchored shopping centre located at 980 Birmingham Road, Milton, Georgia. Built in 2007, the centre is situated on 19.9 acres of land in Milton, Georgia. Birmingham Shoppes is 97.3% occupied and is anchored by Publix.

Abbott's Village

Abbott's Village is a 109,586 square foot grocery-anchored shopping centre located at 11605 Jones Bridge Road, Alpharetta, Georgia. Built in 1995, the centre is situated on a 14.5 acre site. Abbott's Village is 92.4% occupied and is anchored by Publix.

Robson Crossing

Robson Crossing is a 103,840 square foot grocery-anchored shopping centre located at 3446 Winder Hwy, Flowery Branch, Georgia. Built in 1998, the centre is situated on a 15.9 acre site. Robson Crossing is 97.8% occupied and is anchored by Publix.

Duluth Station

Duluth Station is a 94,966 square foot grocery-anchored shopping centre located at 2750 Buford Hwy, Duluth, Georgia. The centre is situated on a 14.2 acre site off of US Highway 23 and was developed in 1996. The center has undergone several renovations of late including a major repainting project to the entire façade of the center. Duluth Station is 91.9% occupied and is anchored by Publix with other national and regional tenants including Benjamin Moore and Great Clips.

Midway Plaza

Midway Plaza is an 82,076 square foot Kroger anchored center which is well positioned on Athens Highway (State Route 78). Midway Plaza boasts excellent visibility and three direct access points from Athens Highway, ample parking, and prominent signage. Kroger has been in the center since 1996 and recently constructed a new fuel station onsite. Midway Plaza is 95.4% occupied.

Parkway Station

Parkway Station is a 94,317 square foot grocery-anchored shopping centre located in Houston County at 115 Richard B. Russell Pkwy, Warner Robbins, Georgia approximately 2 miles west of Warner Robbins Air Force base, the largest employer in the region. Parkway Station is 97.0% occupied and anchored by Kroger.

Riverstone Plaza

Riverstone Plaza is a 307,661 square foot grocery-anchored center located in the growing submarket of Canton, Georgia. Canton is a strong growing submarket, with above average expected population growth and strong household incomes. Riverstone Plaza is 93.1% occupied and is anchored by Publix with other notable national tenants including Belk, Ross Dress For Less, Michaels and Bealls. The site has huge regional drawing power with its large area and diverse tenant mix, as well as having nearby access to I-575 with over 50,000 vehicles per day.

Illinois

Glidden Crossing

Glidden Crossing is a 98,683 square foot grocery-anchored shopping centre located at 975 South Annie Glidden Road, DeKalb, Illinois. The centre was built in 2007 and is situated on 16.4 acres of land. Glidden

Crossing is anchored by Schnucks with other national and regional tenants including Goodwill and Anytime Fitness. Glidden Crossing is 88.4% occupied.

Plaza St. Clair

Plaza St. Clair is a 97,459 square foot grocery-anchored shopping centre located at 625 Lincoln Highway, Fairview Heights, Illinois. Built in 1985, the centre is situated on 9.1 acres of land. Plaza St. Clair is 77.8% occupied and is anchored by Schnucks, the market-leading grocer in the St. Louis MSA.

North Lake Commons

North Lake Commons is a 121,099 square foot grocery-anchored shopping centre located at 345 S Rand Rd, Lake Zurich, Illinois. North Lake Commons is located at the intersection of Illinois Route 22 and US Route 12, a major route connecting to Chicago. The centre was built in 1989 and is situated on 13.5 acres of land. North Lake Commons is currently 88.5% occupied and is anchored by Jewel-Osco.

Prairie Point

Prairie Point is a 91,535 square foot grocery-anchored centre located in Aurora, Illinois, a suburb of Chicago. Prairie Point is anchored by Mariano's and is 100.0% occupied. Other notable tenants include Pet People, The UPS Store and State Farm.

Indiana

Crossroads Shopping Center

Crossroads Shopping Center is a 129,314 square foot centre anchored by Strack & Van Til, a regional grocer. Other notable national tenants include Maurices and Five Guys. Crossroads Shopping Center is located on the NE corner of U.S. Hwy 41 & U.S. Hwy 30, two of the most heavily traveled arteries in northwest Indiana. Crossroads Shopping Center is 84.7% occupied.

Glenlake Plaza

Glenlake Plaza is a 104,679 square foot Kroger anchored centre located in Indianapolis, Indiana. The center is situated at the intersection of Keystone Ave and 65th Street which has an estimated combined traffic count of 52,092 vehicles per day. Glenlake Plaza is 90.6% occupied.

Kentucky

Stonefield Square

Stonefield Square is an 80,866 square foot shopping centre located at 10490 Shelbyville Road, Louisville, Kentucky. The single-story centre consists of three freestanding buildings. Stonefield Square was originally constructed in 1979, subsequently renovated in 2000 and is 93.4% occupied. Stonefield Square is anchored by Crunch Fitness.

Maryland

Stone House Square

Stone House Square is a 112,274 square foot grocery-anchored shopping centre located at 19329 Leitersburg Pike, Hagerstown, Maryland. Built in 2008, Stone House Square is a well-established Weis anchored center with a necessity-based tenant mix with great access nestled among rooftops in strong demographic area. Stone House Square is 88.4% occupied and is anchored by Weis.

Massachusetts

Riverdale Shops

Riverdale Shops is a 273,531 square foot grocery-anchored center located in a dense retail corridor within West Springfield, Massachusetts. West Springfield is a densely populated area as the fourth largest city in New England. Riverdale Shops is 92.4% occupied and is anchored by Stop & Shop with other notable national tenants including Dollar Tree and Kohls. The center has two access points along Riverdale Street and is just south of the busy intersection of I-91 and I-391, providing convenient local and regional access.

Michigan

Cambridge Crossings

Cambridge Crossings is a 238,963 square foot grocery-anchored shopping centre located at 19332037 West Maple Road, Troy, Michigan. Built in 2001, the centre is situated on 24 acres of land in Eastern Michigan. Cambridge Crossings is 95.9% occupied and is anchored by Walmart, Marshalls and Dollar Tree.

Canton Shopping Center

Canton Shopping Center is a 72,631 square foot grocery-anchored shopping centre located at 42043 Ford Road, Canton Township, Wayne County, Michigan. Canton Shopping Center is located along Ford Road in the primary retail node of Canton. The centre was built in 1986 and is situated on 7.4 acres of land. Canton Shopping Center is currently 99.0% occupied and is anchored by Aldi.

City Center Plaza

City Center Plaza is a 97,670 square foot grocery-anchored shopping centre located at 36540 Ford Road, Westland, Michigan. The centre is situated on 10.4 acres of land and the main building was built in 1994, with the outlot constructed in 1996. City Center Plaza is 95.6% occupied and is anchored by Kroger with other national tenants including DaVita and the United States Army.

Windmill Plaza

Windmill Plaza is a 101,611 square foot grocery-anchored shopping centre located at 2051 18 Mile Rd Sterling Heights, Michigan. Windmill Plaza was acquired on January 25, 2019 in a 50% joint-venture partnership with Kroger for \$9.2 million. The centre is situated on 19.4 acres of land, and is 95.4% occupied. Windmill Plaza is anchored by Kroger, who operates a grocery store as well as a fuel centre with other national tenants including Edge Fitness and Pet Supplies Plus.

Minnesota

East Brainerd Mall

East Brainerd Mall is a 191,459 square foot grocery-anchored shopping centre located at 417 – 8th Avenue Northeast, Brainerd, Minnesota. Originally built in 1967 and remodelled in 2009, the centre is situated on 18.1 acres of land two hours north of Minneapolis in the Brainerd Lakes region. East Brainerd Mall is 63.7% occupied and is anchored by Cub Foods, which is the dominant grocery store in the state of Minnesota.

Phalen Retail Center

Phalen Retail Center is a 73,678 square foot grocery-anchored shopping centre located at 1157 Clarence Street, Saint Paul, Minnesota. Built in 2008, the centre is situated on 6.6 acres of land in St. Paul, Minnesota. Phalen Retail Center is 97.8% occupied and is anchored by Cub Foods.

North Branch Marketplace

North Branch Marketplace is a 72,895 square foot grocery-anchored shopping centre located at 5418 St. Croix Trail, North Branch, Minnesota. The centre was constructed in 2008 and is anchored by County Market, a prominent banner of Jerry's Enterprises which operates 17 stores in the Minneapolis metro area with an additional 7 stores in the Minneapolis-St. Paul MSA and 13 stores in Southwestern Florida. The centre is located on 12.2 acres of land and is 100.0% occupied.

Mapleridge Center

Mapleridge Center is a 114,681 square foot grocery-anchored shopping centre located at 2501 White Bear Ave, Maplewood, Minnesota. Situated on 12.8 acres of land, the centre is located within the main retail trade corridor of the area and serves as the primary retail destination for the surrounding suburbs. Mapleridge Center is 91.0% occupied and was recently redeveloped with new grocery anchor Hy-Vee.

Plymouth Station

Plymouth Station is a 114,069 square foot grocery-anchored shopping centre located at 16705 County Road 24, Plymouth, Minnesota. The centre was constructed in 1998 and has been renovated recently by Hy-Vee, the anchor tenant at the property. Hy-Vee is the second largest privately held grocer in the United States and is rapidly growing in the Mid-Western states. Plymouth Station is located on 15.3 acres of land and is 93.0% occupied.

New Hampshire

Derry Meadows Shoppes

Derry Meadows Shoppes is a 151,946 square foot grocery-anchored shopping centre located at 35 Manchester Road, Derry, New Hampshire. Derry Meadows Shoppes was constructed in 1999 with additions in 2004 and is situated on a 32.7 acre site. Derry Meadows Shoppes is anchored by Hannaford Brothers and is 92.2% occupied.

New York

Amherst

Amherst is a 128,896 square foot grocery-anchored shopping centre located on Niagara Falls Blvd. in a suburb of Buffalo. Amherst is anchored by a 78,223 square foot Tops Markets and includes a diverse mix of both national and regional tenants including Starbucks, Dollar Tree, M&T Bank and Supercuts. Amherst is 89.5% occupied.

Cheektowaga

Cheektowaga is located in a densely populated suburb of Buffalo and is anchored by Tops Markets. Cheektowaga is located at the intersection of Union Road and George Urban Boulevard, two roadways that provide access to major thoroughfares and is home to a large retail corridor including the Walden Galleria, an enclosed mega mall located across the street. Cheektowaga is 91.4% occupied.

Crossroads Centre – Orchard Park

Crossroads Centre is a 150,990 square foot grocery-anchored centre located at 3201-3227 Southwestern Boulevard in Orchard Park, New York. Crossroads is anchored by Tops Markets with Lowe's as a shadow anchor. Crossroads is the dominant center in one of the wealthiest suburbs of southeastern Buffalo and is 77.2% occupied.

Culver Ridge Plaza

Culver Ridge Plaza, located at 2255 East Ridge Road in Irondequoit, New York is a 202,596 square foot shopping centre. The centre is anchored by Marshalls, Dollar Tree, Party City, Petco and CSL Plasma, as well as a diverse mix of national and local inline retailers. Culver Ridge Plaza is 71.2% occupied.

Jamestown

Jamestown is located on Washington Street on the north side of Jamestown, New York, close to Interstate 86. This is an alternate retail corridor from the South side of town which houses the Chautauqua Mall. At 98,000 square feet Jamestown is a dominant centre in the marketplace, featuring a strong grocer anchor (Tops Markets) that has been in the centre since 1998 and two additional national tenants: Dollar Tree and Aaron's. Jamestown is 94.2% occupied.

LeRoy

LeRoy is a 56,472 square foot Tops Markets anchored neighborhood centre located approximately 25 miles southwest of Rochester. The centre is the primary shopping destination for the community of LeRoy, but has a large retail draw also serving LeRoy's surrounding areas. LeRoy is 97.5% occupied.

Ontario

Ontario is the dominant shopping centre in its market. Tops Markets anchors the 69,336 square foot centre, and has been at the centre for 18 years. The centre is located on the heavily driven New York State Route 104, which serves as the major east/west corridor in the area, connecting Ontario with Rochester to the west. Ontario is 93.5% occupied.

Panorama Plaza

Panorama Plaza, located in Penfield, New York, is 2.5 miles east of Interstate 490 and seven miles east of downtown Rochester. This 250,804 square foot center is anchored by a 74,000 square foot Tops Markets. Other major national tenants include Harbor Freight, Tuesday Morning, Staples, Rite Aid, Planet Fitness, Dollar Tree and AutoZone. Panorama Plaza is 85.2% occupied.

Warsaw

Warsaw in Warsaw, New York is a 66,695 square foot centre anchored by a Tops Market. Warsaw is 81.8% occupied.

Beach Shopping Center

Beach Shopping Center is a 204,532 square foot grocery-anchored shopping centre located on Route 6 which is the major retail corridor that connects Westchester and Putnam Counties. Beach Shopping Centre is 87.6% occupied and is anchored by Stop & Shop with other notable national tenants including Planet Fitness, Jo-Ann Fabrics and Dollar Tree.

Mahopac Village Centre

Mahopac Village Centre is a 126,379 square foot grocery-anchored shopping centre located on Route 6 which is the major retail corridor that connects Westchester and Putnam Counties. Mahopac Village Centre is 96.4% occupied and is anchored by Acme Markets with other notable national tenants including Planet Fitness and Rite Aid.

Mid Valley Mall

Mid Valley Mall is a 207,721 square foot grocery-anchored shopping centre located directly off I-84, a major interstate highway that forms the majority of the main route from Boston to New York City. Mid Valley Mall is anchored by Market 32, the dominant grocer in Newburgh, with other notable national tenants including Planet Fitness, CitiTrends and Dollar Tree. Mid Valley Mall is 80.8% occupied.

North Carolina

Fuquay Crossing

Fuquay Crossing is a 96,638 square foot grocery-anchored shopping centre located at 1371 East Broad Street, Fuquay-Varina, North Carolina. Built in 2002, the centre is situated on 14.9 acres of land, 14 miles southwest of Raleigh. Fuquay Crossing is 100.0% occupied and is anchored by Harris Teeter. In addition to Harris Teeter, Fuquay Crossing has a tenant mix including a UPS store, Dollar Tree, fuel station and other national and regional necessity-based retailers.

Independence Square

Independence Square is a 190,361 square foot grocery-anchored shopping centre located at 7323 East Independence Boulevard, Charlotte, North Carolina. The centre was constructed in 1986 and subsequently renovated in 2000. Independence Square is situated on 13.6 acres of land in a highly populated residential node with great visibility and signage along a major thoroughway. Independence Square is 100.0% occupied and is anchored by Super Global Mart.

North Summit Square

North Summit Square is a 224,530 square foot grocery-anchored shopping centre located at 256 Summit Square Boulevard, Winston-Salem, North Carolina. The centre was built in 1991 and is situated on a 31.7 acre site. North Summit Square is anchored by Sam's Club (a subsidiary of Walmart). In addition to Sam's Club, North Summit Square has a tenant mix including Urban Air Adventure Park, several restaurants, an insurance office, a hardwood flooring retailer and other national and regional necessity-based retailers. North Summit Square is 96.7% occupied.

Flowers Plantation

Flowers Plantation is a 53,500 square foot grocery-anchored shopping centre located at 50 Neuse River Pkwy, Clayton, North Carolina. The centre was built in 2001 and is situated on an 11.8 acre site. Flowers Plantation is 100.0% occupied and is anchored by Food Lion.

Mooresville Town Square

Mooresville Town Square is an 98,262 square foot grocery-anchored shopping centre located at 146 Mooresville Commons Way, Mooresville, North Carolina. The center was built in 2007 and is situated on a 21.8 acre site. In 2019, an expansion was completed adding an additional 8,438 square feet of shops space adjacent to the anchor. Mooresville Town Square is 99.0% occupied and is anchored by Lowe's Foods.

11 Galleria

11 Galleria is a 55,608 square foot grocery-anchored retail centre located at 950 Criswell Drive, Greenville, North Carolina. Situated on 22.78 acres of land, the centre is located off the main retail corridor that runs northeast from the subject to downtown. 11 Galleria is 75.6% occupied and is anchored by The Fresh Market with other notable tenants including Pet Supplies Plus and Sola Salons.

Mooresville Consumer Square

Mooresville Consumer Square is a 272,860 square foot grocery-anchored shopping centre located at 355 W Plaza Drive, Mooresville, North Carolina. The centre was constructed in 1999 and is situated on a 65.99 acre site. Mooresville Consumer Square is currently 96.7% occupied with a mix of national and regional tenants including the anchor Walmart, Hobbytown and FastMed Urgent Care.

Battleground Village

Battleground Village is a 73,207 square foot grocery-anchored shopping centre located at 2965 Battleground Ave, Greensboro, North Carolina. Battleground Village was constructed in 1970 with additions in 2017 and is situated on a 7.3 acre site. Battleground Village is anchored by Aldi and is 92.6% occupied. In addition to Aldi, other notable tenants include Sola Salons and United States Postal Service.

Harper Hills Commons

Harper Hills Commons ("**Harper Hills**") is a 96,914 square foot grocery-anchored shopping centre located at 5049 Country Club Rd, Winston-Salem, North Carolina. Harper Hills was constructed in 2008 and is situated on a 10.8 acre site. Harper Hills is anchored by Harris Teeter and is 89.3% occupied. The centre has four points of ingress and is located at the signalized intersection of two busy arterial roads with 19,000 and 17,000 vehicles per day. This has historically been a dominant center within the market that provides a high-quality offering to the community.

Renaissance Square

Renaissance Square ("**Renaissance**") is an 80,467 square foot grocery-anchored shopping centre located at 11124 Renaissance Dr, Davidson, North Carolina. Renaissance was constructed in 2008 and is situated on a 8.7 acre site. Renaissance is anchored by Harris Teeter and is 93.3% occupied. Renaissance benefits from being in the path of the Charlotte MSA's northward growth with the population having grown significantly within the last five years with further growth forecast going forward.

Alexander Pointe

Alexander Pointe is a 57,710 square foot grocery-anchored shopping centre located at 1097 Jake Alexander Blvd W, Salisbury, North Carolina. Alexander Pointe was constructed in 1996 and is situated on a 8.7 acre site. Alexander Pointe is anchored by Harris Teeter and is 100.0% occupied. There has been significant residential growth in the immediate area. Major employers are nearby medical centers as well as Chewy who are building a 700,000 square foot fulfillment center in close proximity.

Bells Fork Square

Bells Fork Square is a 71,666 square foot grocery-anchored shopping centre located in Pitt County at 2120 E. Fire Tower Rd., Greenville, North Carolina. The center was originally constructed in 1985 with major renovations in 2006. Bells Fork Square is 95.7% occupied and anchored by Harris Teeter. Greenville North Carolina is home to East Carolina University which is the 4th largest university in the state.

Westin Centre

Westin Centre is a 66,890 square foot grocery-anchored shopping centre located in Cumberland County at 9535 Cliffdale Rd., Fayetteville, North Carolina. The center was originally constructed in 1995 with major renovations in 1999. Westin Centre is 100.0% occupied and anchored by Food Lion. Fayetteville, North Carolina is home to Fort Bragg which is the largest military installation in the world.

Tanglewood Commons

Tanglewood Commons is a 78,520 square foot grocery-anchored shopping centre located in Forsyth County at 4150 Clemmons Rd., Clemmons, North Carolina. The center was originally constructed in 1995 with major renovations in 1997. Tanglewood Commons is 92.9% occupied and anchored by Harris Teeter.

Fayetteville Pavilion

Fayetteville Pavilion is a 273,969 square-foot grocery-anchored center along the most prominent retail road in Fayetteville, North Carolina, Skibo Road. The site is located within ten minutes of Fort Bragg, the largest US Army base by population. Fayetteville Pavilion is 99.5% occupied and is anchored by Food Lion with other notable national tenants including Urban Air, PetSmart, Marshalls and Michael's. The shopping center is well positioned along Skibo Road and has two points of ingress/egress.

Clayton Corners

Clayton Corners is a 125,708 square-foot grocery-anchored center located in the diverse retail demand market of Raleigh, North Carolina. Raleigh has been growing at four times the national population growth rate since 2010. Clayton Corners is 89.2% occupied and is anchored by Lowe's Foods with other notable national tenants including Dollar General and Habitat Restore. The shopping center is positioned along US Highway 70 with six access points along the highway, along with one access point through Shotwell Road.

North Dakota

Watford Plaza

Watford Plaza is a 101,798 square foot grocery-anchored shopping centre located at North Dakota Highway 23 & Main Street South, Watford City, North Dakota. Situated on 12.6 acres of land, the centre is located on the south side ND Highway 23 bypass allowing for heavy traffic by both passenger and commercial traffic. Watford Plaza is 100.0% occupied and is anchored by Cash Wise.

Southgate Crossing

Southgate Crossing is a 159,780 square foot grocery-anchored shopping centre located at 3208 – 16th Street Southwest, Minot, North Dakota. The centre occupies a 19 acre site and is located along the west side of 16th Street Southwest, close to the heavily trafficked US Route 52/2 bypass. Southgate Crossing is anchored by Cash Wise and is 78.4% occupied with committed national tenants.

Ohio

Mulberry Square

Mulberry Square is a 145,901 square foot grocery-anchored shopping centre located at 1083 Ohio 28, Milford, Ohio. The centre was built in 1993 with additions to the centre in 2002. Kroger was the initial build-to-suit tenant of the centre in 1993 and the inline space, outbuildings, and office space have been added. Mulberry Square is located on a 22.3 acre parcel of land and is 80.0% occupied.

Hocking Valley Mall

Hocking Valley Mall is a 181,393 square foot grocery-anchored shopping- centre located at 1627-1735 Memorial Drive, Lancaster, Ohio. Built in 1977, the centre was acquired by the REIT in June 2015 and is situated on 18 acres of land. Hocking Valley Mall is 96.2% occupied and was recently redeveloped with a Kroger Marketplace, HomeGoods and PetSmart.

Chillicothe Place

Chillicothe Place is a 213,083 square foot shopping centre anchored by Kroger and Lowe's Home Improvement. Kroger has occupied this location for 35 years and recently added a fuel center. The centre is located just north of the heavily trafficked intersection of North Bridge Street (State Route 159) and US Route 35. Chillicothe Place is 100.0% occupied.

Pennsylvania

Summit Ridge

Summit Ridge is a 240,884 square foot grocery-anchored shopping centre located at 2214 Summit Ridge Plaza, Mt. Pleasant, Pennsylvania. Built in 1999, the centre is situated on 35 acres of land in Southwestern Pennsylvania. Summit Ridge is 93.3% occupied and is anchored by Walmart Supercenter.

Lake Raystown Plaza

Lake Raystown Plaza is a 140,159 square foot grocery-anchored shopping centre located at 7673 Lake Raystown Plaza, Smithfield Township, Huntingdon County, Pennsylvania. The centre was built in 1995 and is situated on 12.5 acres of land with superior access and visibility. Lake Raystown Plaza is 97.3% occupied and is anchored by Giant Food Store.

Norwin Town Square

Norwin Town Square is a 141,466 square foot grocery-anchored shopping centre located at 12120 US30, Irwin, Pennsylvania. Situated on 19.96 acres of land, the centre is located off Lincoln Highway, a major southeast traffic artery that connects Pennsylvania to Pittsburgh. Norwin Town Square is 92.3% occupied and is anchored by Shop 'n Save.

Northland Center

Northland Center is a 111,718 square foot grocery-anchored shopping centre located at 255 Northland Center, State College, Pennsylvania. The center was built in 1989, renovated in 1997, and is situated on a 16.81 acre site. Northland Center is 97.3% occupied and is anchored by Giant Food Store.

Shops at Cedar Point

Shops at Cedar Point is a 130,583 square foot grocery-anchored shopping centre located at Hamilton Boulevard & S Cedar Crest Blvd, Allentown, Pennsylvania. Situated on 15.5 acres of land, the centre is located adjacent to Dorney Park and Wildwater Kingdom, a 200 acre amusement park that is known as one of the busiest attractions in Northeastern Pennsylvania. Shops at Cedar Point is 89.3% occupied and is anchored by Weis.

West Valley Marketplace

West Valley Marketplace is a 259,207 square foot grocery-anchored shopping centre located at 1042 Mill Creek Rd, Allentown, Pennsylvania. The centre was built in 2001 and is situated on a 30.8 acre site. West Valley Marketplace is 95.6% occupied and is anchored by Walmart.

South Carolina

Dill Creek Commons

Dill Creek Commons is a 72,526 square foot grocery-anchored shopping centre located at 1365 Wade Hampton Boulevard, Greenville County, Greer, South Carolina. Dill Creek Commons was acquired by the

REIT in December 2013. The centre was built in 1997 and is situated on 8.1 acres of land. Dill Creek Commons is 100.0% occupied and is anchored by Food Lion.

North Augusta Plaza

North Augusta Plaza is a 229,730 square foot grocery-anchored shopping centre located at the 314 East Martintown Road, North Augusta, Aiken County, South Carolina. The centre was built in 1993, acquired by the REIT in December 2013, and underwent a major redevelopment. North Augusta Plaza is situated on 20.1 acres of land and has a large national and regional tenant mix including Hamrick's Ross Dress for Less, Burke's and PetSmart. North Augusta Plaza is 95.2% occupied and is anchored by Publix.

Barefoot Commons

Barefoot Commons is a 90,702 square foot grocery-anchored shopping centre located at 3924 Highway 17 South, North Myrtle Beach, South Carolina. Built in 2007, the centre is situated on 13.3 acres of land in North Myrtle Beach in South Carolina. Barefoot Commons is 98.2% occupied and is anchored by Food Lion.

Little River Pavilion

Little River Pavilion is a 63,823 square foot grocery-anchored shopping centre located at 111 Pavilion Drive, Little River, South Carolina. The centre was constructed in 2007 and is situated on a 25.7 acre site. Little River Pavilion is 97.8% occupied and is anchored by Lowe's Foods.

Dorman Centre

Dorman Centre is a 388,502 square foot grocery-anchored shopping centre located at 121 Dorman Centre Drive, Spartanburg, South Carolina. Built in 2004, the centre is situated on 50 acres of land and has a large national and regional tenant mix including Ross, TJ Maxx, Michael's, Aaron's and Five Below. Dorman Center is 97.1% occupied and is anchored by Walmart.

Tennessee

Highland Square

Highland Square is a 179,732 square foot grocery-anchored shopping centre located at 265 Highland Square, Crossville, Tennessee. Originally built in 1988 and remodelled in 2005, the centre is situated on 25 acres of land in central Tennessee. Highland Square is 98.2% occupied and is anchored by Kroger, with other notable national tenants including Tractor Supply Co., Dunham's Sporting Goods and Harbor Freight Tools.

St. Elmo Central

St. Elmo Central is a 74,999 square foot grocery-anchored shopping centre located at 3801 Tennessee Avenue, Chattanooga, Tennessee. Built in 1995, it is situated on 10.3 acres of land in a mature historic neighbourhood in the south end of Chattanooga in Southeastern Tennessee. St. Elmo Central is 100.0% occupied and is anchored by Food City with other notable national tenants including CVS and Family Dollar.

Westhaven Town Center

Westhaven Town Center is a 63,904 square foot grocery-anchored shopping centre located at 1001 Westhaven Boulevard, Franklin, Tennessee. Originally built in 2008, the centre is situated on 5 acres of land in Franklin, Tennessee. Westhaven Town Center is 100.0% occupied and is anchored by Kroger.

Sunset Plaza

Sunset Plaza is a 143,752 square foot grocery-anchored shopping centre located at 112 Sunset Dr. Johnson City, Tennessee. Built in 1979, the centre is situated on a 13.3 acre site. Sunset Plaza is 100.0% occupied and is anchored by Kroger.

North Hixson Marketplace

North Hixson Marketplace is a 64,254 square foot grocery-anchored shopping centre located at 8530 Hixson, Tennessee. Built in 2009, the centre is situated on an 9.0 acre site. North Hixson Marketplace is 100.0% occupied and is anchored by Food City.

Texas

Alta Mesa Plaza

Alta Mesa Plaza is a 167,961 square foot grocery-anchored shopping centre located at 3510 Altamesa Boulevard, Fort Worth, Texas. Built in 1980, the centre is situated on 15.2 acres of land in Fort Worth, Texas, the third fastest-growing MSA in the United States. Alta Mesa Plaza is 96.7% occupied and is anchored by Kroger. Other notable tenants at the centre include EoS Fitness and Supreme Hair and Beauty.

14th Street Market

14th Street Market is a 75,458 square foot shopping centre located in Plano, Texas. 14th Street Market is 100% occupied and is anchored by Tom Thumb. Other tenants include Wing Stop, Papa John's and MetroPCS.

Cross Timbers Court

Cross Timbers Court is a 77,111 square foot shopping centre located in Flower Mound, Texas. Cross Timbers Court is 100.0% occupied and is anchored by Tom Thumb.

Flower Mound Crossing

Located in Flower Mound, Texas, Flower Mound Crossing is an 80,221 square foot shopping centre anchored by Club 4 Fitness. Flower Mound Crossing also features national retailers such as Starbucks, Wendy's, Subway, H&R Block. Flower Mound Crossing is 100.0% occupied.

Heritage Heights

Heritage Heights is an 87,895 square foot grocery-anchored shopping centre located in Grapevine, Texas. Heritage Heights is anchored by Tom Thumb. Other notable tenants include HUMANA, Phenix Salons and Wendy's. Heritage Heights is 100.0% occupied.

Hunter's Glen Crossing

Located in Plano, Texas, Hunter's Glen Crossing is a 92,468 square foot Tom Thumb-anchored shopping centre featuring national tenants such as McDonald's, Starbucks, and Taco Bell. Hunter's Glen Crossing is 98.8% occupied.

Josey Oaks Crossing

Located in Carrollton, an affluent suburb of Dallas, at the dominant location of the southeast corner of Hebron Parkway and Josey Lane, the 85,698 square foot Josey Oaks Crossing features anchor Tom

Thumb. Other retail tenants include Bank of America, Wendy's, Great Clips, Subway and Papa John's Pizza. Josey Oaks Crossing is 98.0% occupied.

Park West Plaza

Park West Plaza is an 78,828 square foot grocery-anchored shopping centre located in Grapevine, Texas. Park West Plaza is 90.3% occupied and is anchored by Tom Thumb.

The Highlands

Located in Flower Mound, The Highlands is an 86,399 square foot shopping center anchored by Tom Thumb. The Highlands also features national tenants such as Starbucks, Subway and Papa Johns Pizza, among others. The Highlands is 92.6% occupied.

Utah

Taylorsville Town Center

Taylorsville Town Center is a 127,507 square foot grocery-anchored shopping center located at the intersection of Redwood Road and 4700 South in Taylorsville, Utah. The centre was constructed in 1987 and is situated on a 13.9 acre site. Taylorsville Town Center is 73.9% occupied and is anchored by Macey's Fresh with other notable national tenants including Dollar Tree and the US Army.

Virginia

East Little Creek

East Little Creek is a 68,770 square foot grocery-anchored shopping centre located at 230 East Little Creek Road Norfolk, Virginia. The centre was acquired by the REIT in August 2014 and is situated on 6.7 acres of land. East Little Creek is 96.1% occupied and is anchored by Kroger.

Bermuda Crossroads

Bermuda Crossroads ("**Bermuda**") is a 122,566 square foot grocery-anchored shopping centre located at 12251 Bermuda Crossroad Ln, Chester, Virginia. Bermuda was constructed in 2002 and is situated on a 19.01 acre site. Bermuda is anchored by Food Lion and is 98.4% occupied. Bermuda is ideally located near the retail nodes main highway intersection and is well positioned in the established trade corridor. The market benefits from local business and commuters into Richmond, Virginia with market activity mainly coming from residential.

Gainsborough Square

Gainsborough Square ("**Gainsborough**") is an 88,862 square foot grocery-anchored shopping centre located at 109 Gainsborough Square, Chesapeake, Virginia. Gainsborough was constructed in 1971 and is situated on a 10.1 acre site. Gainsborough is anchored by Food Lion and is 98.2% occupied. The Food Lion anchored shopping center has a traffic count exceeding 56,000 vehicles per day and a population of approximately 174,278 people within the surrounding 5-mile radius of the retail center.

Indian Lakes Crossings

Indian Lakes Crossings ("**Indian Lakes**") is a 64,973 square foot grocery-anchored shopping centre located at 5072 Ferrell Pkwy, Virginia Beach, Virginia. Indian Lakes was constructed in 2004 and is situated on a 8.6 acre site. Indian Lakes is anchored by Harris Teeter and is 97.9% occupied. Indian Lakes is located in one of the most densely populated submarkets of Virginia Beach, at the heavily trafficked intersection of Ferrell Parkway and Indian River Road. The shopping center has a population of approximately

126,231 people within the surrounding 3mile radius of the retail center. Harris Teeter is the leading grocer in the market with a strong appeal to affluent demographics.

Smithfield Shopping Plaza

Smithfield Shopping Plaza is a 134,664 square foot grocery-anchored shopping centre located at 1282 Smithfield Plaza, Smithfield, Virginia. The centre was constructed in 1986 and is situated on a 12.7 acre site. Smithfield Shopping Plaza is 94.8% occupied and is anchored by Kroger.

Apple Blossom Corners

Apple Blossom Corners is a 242,703 square foot grocery-anchored center located in the dominant regional retail node of Winchester, Virginia. Apple Blossom Corners is 98.1% occupied and is anchored by Martin's with other notable national tenants including Kohl's, HomeGoods and Books-A-Million. The shopping center provides direct access to both I-81 and Route 50/Jubal Early Drive and has prominent visibility from Pleasant Valley Road.

West Virginia

Charles Town Plaza

Charles Town Plaza is a 208,888 square foot grocery-anchored shopping centre located at 96 Patrick Henry Way, Charles Town, West Virginia. The centre was constructed in 1978 and is situated on a 22.0 acre site. Charles Town Plaza is 96.9% occupied and anchored by Walmart with other notable national tenants including Goodwill and Dollar Tree.

Eastpointe Shopping Center

Eastpointe Shopping Center is a 181,016 square foot grocery-anchored shopping centre located at 158 Emily Dr., Clarksburg, West Virginia. The centre was constructed in 1985, is situated on a 17.5 acre site and recently underwent redevelopment. Eastpointe Shopping Centre is 96.0% occupied and is anchored by the largest Kroger in the state of West Virginia with other national tenants including Hobby Lobby and BioLife Plasma Services.

Wisconsin

Forest Plaza

Forest Plaza is a 123,028 square foot grocery-anchored shopping centre located at 760832 West Johnson Street, Fond du Lac, Wisconsin. Forest Plaza was built in 1978, renovated in 2006 and is located within the primary retail corridor of Fond du Lac. The centre is situated on a 13.7 acre site and is currently 78.2% occupied. Forest Plaza is anchored by Pick 'n Save (Kroger) that maintains a lease that runs through December 2024 with additional renewal options, and Jo-Ann Fabrics.

MATERIAL SUBSIDIARIES

Slate Grocery Investment L.P.

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

Investment LP1 are owned by separate underlying limited partnerships established and owned by Investment LP1 or Subsidiaries thereof and the holders of Class B LP1 Units and Class B LP2 Units.

Slate Grocery GP Inc.

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

Slate Grocery One L.P.

General

Slate Grocery One L.P. (“**Limited Partnership 1**”) is a Delaware limited partnership governed by the Limited Partnership 1 partnership agreement (the “**LP1 Partnership Agreement**”) and the laws of the State of Delaware. The general partner of Limited Partnership 1 is the General Partner, and the limited partners are Investment LP1 (which owns 81.63% of the issued and outstanding Class A LP1 Units), the NA Essential Fund (which indirectly owns 18.37% of the issued and outstanding Class A LP1 Units) and holders of Class B LP1 Units (collectively, the “**LP1 Limited Partners**” and, individually, a “**LP1 Limited Partner**”).

New properties to be acquired by the REIT will generally be acquired through Limited Partnership 1 unless the NA Essential Fund does not participate in the investment.

Partnership Units

Limited Partnership 1 has outstanding Class A LP1 Units, 81.63% and 18.37% of which are held by Investment LP1 and the NA Essential Fund, respectively, and Class B LP1 Units, all of which are held by certain former holders of the general partner interests in Slate U.S. Opportunity (No. 3) Holding L.P. The General Partner has a 0.01% general partner interest in Limited Partnership 1.

The Class B LP1 Units are, in all material respects, economically equivalent to the Class U Units on a per unit basis, subject to adjustment in respect of United States corporate income taxes paid by the REIT and/or certain Subsidiaries of the REIT. The Class B LP1 Units are not entitled to vote on matters to be voted on by Unitholders. Pursuant to the LP1 Partnership Agreement, the Class B LP1 Units are redeemable from time to time by the holder thereof for cash or, at the option of the General Partner, Class U Units (on a one-for-one basis, subject to customary anti-dilution adjustments). There are 28,158 Class B LP1 Units (excluding such units held by the REIT or its Subsidiaries) issued and outstanding. Transfers of Class A LP1 Units and Class B LP1 Units are generally not permitted subject to limited exceptions, including (i) pursuant to the redemption of the Class B LP1 Units, (ii) transfers from a legal entity to an affiliate, Subsidiary or successor in interest of such entity, and (iii) with the approval of the General Partner.

Redemption Rights

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

Transfer Restrictions and Rights

Lock-Up Period: Until July 15, 2025 (the “**LP1 Lock-Up Period**”), (i) the NA Essential Fund will not be permitted to transfer any of its Class A LP1 Units, and (ii) Investment LP1 will not be permitted to transfer less than 20% of its Class A LP1 Units. Following the expiration of the LP1 Lock-Up Period, transfers by the NA Essential Fund will generally require the consent of the REIT, acting reasonably. The LP1 Lock-Up Period will terminate in the event that the Manager ceases to be the manager of the REIT, and the LP1 Lock-Up Period will otherwise not apply to (i) transfers in respect of which the REIT or the NA Essential Fund, as applicable consent, acting reasonably, (ii) transfers to affiliates, (iii) transfers by the NA Essential Fund pursuant to its tag-along right described below, (iv) transfers by the NA Essential Fund pursuant to its put-right described below, and (v) transfers by Investment LP1 in respect of 20% or more of the Class A LP1 Units (subject to the NA Essential Fund’s tag-along right described below).

Drag-Along Right: The REIT has a drag-along right in respect of the Class A LP1 Units held by the NA Essential Fund exercisable in accordance with the LP1 Partnership Agreement if the REIT enters into a transaction that will involve (i) the transfer of all or substantially all of the REIT’s assets to an un-affiliated third party (an “**Asset Sale**”), (ii) the transfer of all of the REIT’s interests in Limited Partnership 1, or (iii) the exchange of all of the units of the REIT for cash and/or securities of an un-affiliated third party issuer or a successor issuer pursuant to a take-over bid or a plan of arrangement, amalgamation or similar business combination (a “**REIT Sale**”).

Tag-Along Right: The NA Essential Fund has a tag-along right in respect of the Class A LP1 Units held by the NA Essential Fund exercisable in accordance with the LP1 Partnership Agreement if the REIT intends to enter into an Asset Sale, a REIT Sale or a sale of Class A LP1 Units (where such sale of Class A LP1 Units, together with any prior sales of such units, represents in the aggregate, 20% or more of the Class A LP1 Units held directly or indirectly by the REIT, other than to an affiliate) and where the REIT does not exercise its drag-along right, whereby the NA Essential Fund will have the right to sell up to its *pro rata* portion of its Class A LP1 Units as part of the proposed transaction.

Right of First Refusal: Investment LP1 has a right of first refusal in respect of the NA Essential Fund’s Class A LP1 Units, exercisable in accordance with the LP1 Partnership Agreement, if the NA Essential Fund receives an offer from a third party to purchase the NA Essential Fund’s Class A LP1 Units, pursuant to which Investment LP1 will have the right to buy all of such Class A LP1 Units instead of the third party purchaser, on the same terms and conditions that would have applied to the purchase by the third party purchaser.

Put Right: The NA Essential Fund has a put right in respect of its Class A LP1 Units, exercisable in accordance with the LP1 Partnership Agreement, if at any time the manager of the REIT ceases to be the Manager (subject to certain exceptions). Pursuant to such put right, the NA Essential Fund will have the right to require the REIT to purchase, directly or indirectly, all of the Class A LP1 Units held by the NA Essential Fund, subject to the satisfaction of certain conditions.

Call Right: The REIT has a call right in respect of the NA Essential Fund’s Class A LP1 Units, exercisable in accordance with the LP1 Partnership Agreement if at any time the manager of the NA Essential Fund ceases to be the manager (except where the manager has resigned), pursuant to which the REIT will have the right to require the NA Essential Fund to sell all of the Class A LP1 Units held by the NA Essential Fund, subject to the satisfaction of certain conditions.

Stapled Units: If the NA Essential Fund transfers any part of its Class A LP1 Units, it must concurrently transfer to the same transferee, the same proportion of its Class A LP3 Units.

Operation and Management

The business and affairs of Limited Partnership 1 are managed and controlled by the General Partner which is bound by the investment guidelines and operating policies applicable to the REIT. The LP1 Limited Partners are not entitled to take part in the management or control of the business or affairs of the partnership, subject to the limited approval rights of the NA Essential Fund described below.

The prior written consent of the NA Essential Fund will be required for Limited Partnership 1 or its Subsidiaries to (i) enter into an agreement with a related party of Limited Partnership 1 that is not on an arm's length basis (other than the Management Agreement and other transactions between the REIT and SLAM), (ii) make any distributions that are not made *pro rata* among the holders of the relevant class of units of Limited Partnership 1 in accordance with the terms of such units, (iii) materially change the nature of the business of Limited Partnership 1 and its Subsidiaries, (iv) change the legal ownership structure of any of the Subsidiaries of Limited Partnership 1 if such change would adversely affect the NA Essential Fund in a disproportionate manner relative to the other partners, (v) change the tax residency of Limited Partnership 1, or any of Limited Partnership 1's Subsidiaries only if such change would adversely affect the NA Essential Fund in a disproportionate manner relative to the other partners, (vi) amend LP1 Partnership Agreement to change the terms of the units held by the NA Essential Fund only if such change would adversely affect the NA Essential Fund in a disproportionate manner relative to the other partners, and (vii) any redemption of units of Limited Partnership 1 on a basis that is not *pro rata* amongst the holders of the units (except in the case of any redemption of Class B LP1 Units in accordance with their terms).

Distributions

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

Allocations of Net Income and Net Loss

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

Liability of the REIT and that of the Limited Partners

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

The LP1 Partnership Agreement operates in a manner to ensure, to the greatest extent possible, the limited liability of the LP1 Limited Partners. The LP1 Limited Partners may lose their limited liability in certain circumstances. If the limited liability of any LP1 Limited Partner is lost by reason of the fraud, willful misconduct or gross negligence of the General Partner in performing its duties and obligations under the LP1 Partnership Agreement, the applicable LP1 Limited Partner may have a claim for indemnification against the General Partner against claims arising from assertions that its liabilities are not limited as intended by the LP1 Partnership Agreement, provided that the General Partner has not acted in good faith. The General Partner has no significant assets or financial resources other than its *de minimis* distribution entitlements from Limited Partnership 1. Accordingly, this indemnity may only be of nominal value.

Tax Matters

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

Slate Grocery Two L.P.

General

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

Partnership Units

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

The Class B LP2 Units are, in all material respects, economically equivalent to the Class U Units on a per unit basis, subject to adjustment in respect of United States corporate income taxes paid by the REIT and/or certain Subsidiaries of the REIT. The Class C LP2 Units, are, in all material respects, economically equivalent to ownership of Class U Units, subject to adjustment in respect of United States corporate income taxes paid by REIT and/or certain Subsidiaries of the REIT. The Class B LP2 Units and Class C LP2 Units are not entitled to vote on matters to be voted on by Unitholders. Pursuant to the LP2 Partnership Agreement, the Class B LP2 Units are redeemable from time to time by the holder thereof for cash or, at the option of the General Partner, Class U Units (on a one-for-one basis, subject to customary anti-dilution adjustments). There are 823,785 Class B LP2 Units (excluding such units held by the REIT or its Subsidiaries) issued and outstanding. Transfers of Class A LP2 Units, Class B LP2 Units and Class C LP2 Units are generally not permitted subject to limited exceptions, including (i) pursuant to the redemption of the Class B LP2 Units, (ii) transfers from a legal entity to an affiliate, Subsidiary or successor in interest of such entity, and (iii) with the approval of the General Partner.

Redemption Rights

The holders of Class B LP2 Units have the right to cause Limited Partnership 2 to redeem all or a portion of such Class B LP2 Units for Class U Units or cash, at the option of the General Partner. Any exercise of the redemption right by a holder of Class B LP2 Units may be made on a conditional basis and subject to retraction (in whole or in part) by such holder in his, her or its sole discretion following the General Partner's determination of whether the redemption will be paid in cash or Class U Units (such determination to be provided by the General Partner in writing to the redeeming holder of Class B LP2 Units). If the General Partner elects to redeem Class B LP2 Units for Class U Units, the REIT will generally deliver (indirectly) one Class U Unit for each Class B LP2 Unit redeemed (subject to customary anti-dilution adjustments).

Operation

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

Distributions

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

Allocations of Net Income and Net Loss

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

Liability of the REIT and that of the Limited Partners

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

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

Tax Matters

Pursuant to the LP2 Partnership Agreement, the General Partner controls the tax matters for Limited Partnership 2. The General Partner files a United States federal income tax return annually on behalf of Limited Partnership 2 on IRS Form 1065 (or such other successor form) or on any other IRS form as may be required.

Slate Grocery Investment Inc.

Slate Grocery Investment Inc. (“**SGII**”) is a Delaware corporation, and all its shares are held by the REIT. SGII holds approximately 81.63% of the outstanding Class A LP3 Units. The remaining 18.37% of the outstanding Class A LP3 Units are indirectly held by the NA Essential Fund.

Slate Grocery Investment US GP LLC

Slate Grocery Investment US GP LLC (the “**S GI US GP**”) is a Delaware limited liability company that is the general partner of Limited Partnership 3 (as defined below). SGII is the sole member of the SGI US GP.

Slate Grocery Investment US L.P.

General

Slate Grocery Investment US L.P. (“**Limited Partnership 3**”) is a Delaware limited partnership governed by the Limited Partnership 3 partnership agreement (the “**LP3 Partnership Agreement**”) and the laws of the State of Delaware. The general partner of Limited Partnership 3 is SGI US GP and the limited partners are SGII and the NA Essential Fund, which own 81.63% and 18.37% of the issued and outstanding Class A LP3 Units, respectively (collectively, the “**LP3 Limited Partners**” and, individually, a “**LP3 Limited Partner**”). The Class A LP3 Units are not exchangeable or redeemable for Class U Units.

New properties to be acquired by the REIT will generally be acquired through Limited Partnership 3 unless the NA Essential Fund does not participate in the investment.

Pre-Emptive Rights

The NA Essential Fund and SGII will each have pre-emptive rights pursuant to which they will each be entitled to maintain their *pro rata* interest in Limited Partnership 3 (provided that the NA Essential Fund, for so long as it is entitled to such pre-emptive rights, shall have the right to purchase up to the greater of its initial *pro rata* share of Class A LP3 Units (being 18.37%) or its then current *pro rata* share of Class A LP3 Units). These pre-emptive rights will fall away once the ownership of the NA Essential Fund or SGII, as the case may be, falls below 9% of the then issued and outstanding Class A LP3 Units. Certain exceptions will apply to these pre-emptive rights, including where Class A LP3 Units are issued in connection with any merger or recapitalization involving Limited Partnership 3 that is approved by SGI US GP (provided that all Class A LP3 Units are treated the same), the issuance of any Class A LP3 Units in conjunction with any acquisition, business combination or joint venture approved by SGI US GP, and any issuance of Class A LP3 Units issued in any public offering of Class A LP3 Units on a stock exchange.

Transfer Restrictions and Rights

Lock-Up Period: Until July 15, 2025 (the “**LP3 Lock-Up Period**”), (i) the NA Essential Fund will not be permitted to transfer any of its Class A LP3 Units, and (ii) SGII will not be permitted to transfer less than 20% of its Class A LP3 Units. Following the expiration of the LP3 Lock-Up Period, transfers by the NA Essential Fund will generally require the consent of the REIT, acting reasonably. The LP3 Lock-Up Period will terminate in the event that the Manager ceases to be the manager of the REIT, and the LP3 Lock-Up Period will otherwise not apply to (i) transfers in respect of which the REIT or the NA Essential Fund, as applicable consent, acting reasonably, (ii) transfers to affiliates, (iii) transfers by the NA Essential Fund pursuant to its tag-along right described below, (iv) transfers by the NA Essential Fund pursuant to its put-right described below, and (v) transfers by SGII in respect of 20% or more of the Class A LP3 Units (subject to the NA Essential Fund’s tag-along right described below).

Drag-Along Right: The REIT has a drag-along right in respect of the Class A LP3 Units held by the NA Essential Fund exercisable in accordance with the LP3 Partnership Agreement if the REIT enters into a

transaction that will involve (i) an Asset Sale, (ii) the transfer of all of the REIT's interests in Limited Partnership 3, or (iii) a REIT Sale.

Tag-Along Right: The NA Essential Fund has a tag-along right in respect of the Class A LP3 Units held by the NA Essential Fund exercisable in accordance with the LP3 Partnership Agreement if the REIT intends to enter into an Asset Sale, a REIT Sale or a sale of Class A LP3 Units (where such sale of Class A LP3 Units, together with any prior sales of such units, represents in the aggregate, 20% or more of the Class A LP3 Units held directly or indirectly by the REIT, other than to an affiliate) and where the REIT does not exercise its drag-along right, whereby the NA Essential Fund will have the right to sell up to its *pro rata* portion of its Class A LP3 Units as part of the proposed transaction.

Right of First Refusal: SGII has a right of first refusal in respect of the NA Essential Fund's Class A LP3 Units, exercisable in accordance with the LP3 Partnership Agreement, if the NA Essential Fund receives an offer from a third party to purchase the NA Essential Fund's Class A LP3 Units, pursuant to which SGII will have the right to buy all of such Class A LP3 Units instead of the third party purchaser, on the same terms and conditions that would have applied to the purchase by the third party purchaser.

Put Right: The NA Essential Fund has a put right in respect of its Class A LP3 Units, exercisable in accordance with the LP3 Partnership Agreement, if at any time the manager of the REIT ceases to be the Manager (subject to certain exceptions). Pursuant to such put right, the NA Essential Fund will have the right to require the REIT to purchase, directly or indirectly, all of the Class A LP3 Units held by the NA Essential Fund, subject to the satisfaction of certain conditions.

Call Right: The REIT has a call right in respect of the NA Essential Fund's Class A LP3 Units, exercisable in accordance with the LP3 Partnership Agreement if at any time the manager of the NA Essential Fund ceases to be the manager (except where the manager has resigned), pursuant to which the REIT will have the right to require the NA Essential Fund to sell all of the Class A LP3 Units held by the NA Essential Fund, subject to the satisfaction of certain conditions.

Stapled Units: If the NA Essential Fund transfers any part of its Class A LP3 Units, it must concurrently transfer to the same transferee, the same proportion of its Class A LP1 Units.

Operation and Management

The business and affairs of Limited Partnership 3 are managed and controlled by SGI US GP which is bound by the investment guidelines and operating policies applicable to the REIT. The LP3 Limited Partners are not entitled to take part in the management or control of the business or affairs of the partnership, subject to the limited approval rights of the NA Essential Fund described below.

The prior written consent of the NA Essential Fund will be required for Limited Partnership 3 or its Subsidiaries to (i) enter into an agreement with a related party of Limited Partnership 3 that is not on an arm's length basis (other than the Management Agreement and other transactions between the REIT and SLAM), (ii) make any distributions that are not made *pro rata* among the holders of the relevant class of units of Limited Partnership 3 in accordance with the terms of such units, (iii) materially change the nature of the Business of Limited Partnership 3 and its Subsidiaries, (iv) change the legal ownership structure of any of the subsidiaries of Limited Partnership 3 if such change would adversely affect the NA Essential Fund in a disproportionate manner relative to the other partners, (v) change the tax residency of Limited Partnership 3, or any of Limited Partnership 3's Subsidiaries only if such change would adversely affect the NA Essential Fund in a disproportionate manner relative to the other partners, (vi) amend LP3 Partnership Agreement to change the terms of the units held by the NA Essential Fund only if such change would adversely affect the NA Essential Fund in a disproportionate manner relative to the other partners, and (vii) any redemption of units of Limited Partnership 3 on a basis that is not *pro rata* amongst the holders of the units.

Allocations of Net Income and Net Loss

The LP3 Partnership Agreement provides that taxable income of Limited Partnership 3 will, to the extent possible, be allocated to SGII, the NA Essential Fund and SGI US GP in accordance with their respective partnership interests in Limited Partnership 3. Losses of Limited Partnership 3 will be allocated under a similar methodology.

Liability of the REIT and that of the Limited Partners

Under the DRULPA, SGI US GP is liable for all general obligations of Limited Partnership 3 to the extent not paid by Limited Partnership 3. The limited partners are not required to make additional contributions to Limited Partnership 3. Assuming that a limited partner does not take part in the control of the business of Limited Partnership 3, the liability of the limited partner for obligations of Limited Partnership 3 under the LP3 Partnership Agreement and DRULPA is limited, subject to limited exceptions, generally to the loss of the limited partner's investment in Limited Partnership 3 represented by such limited partner's Limited Partnership 3 partnership units.

Limited Partnership 3 operates in a manner to ensure, to the greatest extent possible, the limited liability of the LP3 Limited Partners. The LP3 Limited Partners may lose their limited liability in certain circumstances. If the limited liability of any LP3 Limited Partner is lost by reason of the fraud, willful misconduct or gross negligence of SGI US GP in performing its duties and obligations under the LP3 Partnership Agreement, the applicable LP3 Limited Partner may have a claim for indemnification against SGI US GP against claims arising from assertions that its liabilities are not limited as intended by the LP3 Partnership Agreement, provided that SGI US GP has not acted in good faith. SGI US GP has no significant assets or financial resources other than its *de minimis* distribution entitlements from Limited Partnership 3. Accordingly, this indemnity may only be of nominal value.

Tax Matters

Pursuant to the LP3 Partnership Agreement, the General Partner controls tax matters for Limited Partnership 3. The General Partner files a United States federal income tax return annually on behalf of Limited Partnership 3 on IRS Form 1065 (or such other successor form) or on any other IRS form as may be required.

INDEBTEDNESS AND OTHER OBLIGATIONS

Overview

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

The following is a summary of the debt held by the REIT as at December 31, 2022:

	Maturity	Term to Maturity (Years)	Effective Rate	Carrying Amount (December 31, 2022)	Carrying Amount (December 31, 2021)
Revolver	Mar. 21, 2024	1.2	5.61%	\$123,027	\$190,822
Term loan	Mar. 21, 2025	2.2	5.50%	224,368	224,098
Term loan 2	Feb. 9, 2023	0.1	5.50%	82,951	82,504
Term loan 3	Jul. 15, 2027	4.5	5.50%	269,979	-
Mortgage	Dec. 6, 2024	1.9	4.03%	104,293	104,537
Mortgage	Jan. 1, 2025	2.0	3.80%	39,776	40,736
Mortgage	Jul. 1, 2025	2.5	4.14%	34,974	37,993
Mortgage	Aug. 1, 2025	2.6	4.43%	7,755	7,711
Mortgage	Mar. 18, 2030	7.2	3.48%	77,667	79,219
Mortgage	Jan. 1, 2031	8.0	5.50%	6014	6,588
Mortgage	May 1, 2031	8.3	3.75%	160,683	163,536
Total / Weighted Average		3.2	4.13%⁽¹⁾	\$1,131,487	\$937,744

Note:

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

The REIT's weighted average debt maturity is 3.2 years. The REIT's revolver includes an option that provides the REIT with the right to extend the maturity for an additional year.

FINANCINGS

On January 14, 2021, the REIT entered into a \$169 million mortgage loan at 3.75% for a 10-year and three-month term with a 30-year amortization. The mortgage loan is secured by a pool of 19 properties and is non-recourse to the REIT. The REIT's weighted average interest rate is 4.2%.

On July 15, 2022, the REIT entered into a \$275 million term loan, with a 5-year term bearing interest at 175 basis points, subject to certain covenants over adjusted one-month SOFR plus. The proceeds from the term loan were used to fund acquisitions during the third quarter of 2022 and reduce borrowings on the revolving credit facility.

On July 15, 2022, the REIT amended the interest rate benchmark from one-month LIBOR to one-month SOFR for its revolving credit facility, term loan and term loan 2 totaling \$608 million.

INTEREST RATE SWAPS

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

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

On February 4, 2020, the REIT terminated \$150.0 million of its \$300.0 million interest rate swap, with an effective date of November 22, 2016. The realized gain as a result of the termination was blended into the pay-fixed rate of the REIT's \$100.0 million interest rate swap, which matured on September 22, 2022, and which was reduced to 1.41% and resulted in an increase to the weighted average pay-fixed rate of the REIT's swap portfolio to 2.205%.

On July 15, 2022, the REIT entered into two pay-fixed, receive-float interest swap contracts to hedge the cash flow risk associated with monthly SOFR based interest payments, totaling \$275 million.

On August 4, 2022, the REIT amended the interest rate benchmark from one-month LIBOR to one-month SOFR for its existing interest rate swaps. There is no economic impact on the financial statements of the REIT as a result of the amendment.

Currently, 92.9% of the REIT's debt is subject to fixed interest rates. The REIT's interest rate swaps are classified as a financial asset with a fair market value of \$18.7 million and weighted average remaining term of 2.9 years.

RISK FACTORS

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

Risk Factors Related to the Real Estate Industry

Real Property Ownership and Tenant Risks

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

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

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

Fixed Costs

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

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

Liquidity

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

Competition

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

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

Economic Environment

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

prevalent, the REIT's tenants and operators may be unable to meet their rental payments and other obligations due to the REIT, which could have a material adverse effect on the REIT.

Regulation

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

Risk Factors Related to the Business of the REIT

Acquisition and Integration of Properties

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

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

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

Access to Capital

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

Variable Rate Indebtedness

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

Interest Rate Risk

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

Interest Rate Hedging

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

Financing Risks

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

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

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

Workplace Health and Safety

The REIT is subject to various occupational health and safety laws and regulations. Any failure by the REIT to adhere to appropriate and established workplace health and safety procedures and to ensure compliance

with applicable laws and regulations could have an adverse effect on the operations, financial performance, and reputation of the REIT.

Joint Arrangement Risk

The REIT has entered, and may continue to enter, into various joint arrangements, partnerships and other similar arrangements with different entities (including the strategic joint venture with the NA Essential Fund) that may involve risks and uncertainties not present absent third party involvement. If these joint arrangements, partnerships, or other arrangements do not perform as expected or default on financial obligations, the REIT has an associated risk. The REIT reduces this risk by seeking to negotiate contractual rights upon default, by entering into agreements with financially stable partners and by working with partners who have a successful record of completing development projects.

Environmental Matters

Environmental legislation and regulations have become increasingly important in recent years. As an owner of interests in real property, the REIT is subject to various federal, state and municipal laws relating to environmental matters. Such laws provide that the REIT could be, or become, liable for environmental harm, damage or costs, including with respect to the release of hazardous, toxic or other regulated substances into the environment, and the removal or other remediation of hazardous, toxic or other regulated substances that may be present at or under its properties. Further, liability may be incurred by the REIT with respect to the release of such substances from the REIT's properties to properties owned by third parties, including properties adjacent to the REIT's properties. The discovery of any such pollution on the sites and/or in the buildings, particularly in connection with the lease or sale of properties or borrowing using the real estate as security, could trigger claims for rent reductions or termination of leases for cause, for damages and other breach of warranty claims against us. The remediation of any pollution and the related additional measures the REIT would have to undertake could have a materially adverse effect on the REIT and could involve considerable additional costs that the REIT may have to bear. The REIT will also be exposed to the risk that recourse against the polluter or the previous owners of the properties might not be possible, for example, because they cannot be identified, no longer exist or have become insolvent. Moreover, the existence or even the mere suspicion of the existence of ground contamination, hazardous materials or other residual pollution can materially adversely affect the REIT's ability to sell such property, realize the full value of such property or borrow using such property as collateral security, and could potentially result in claims against the REIT by public or private parties by way of civil action. Further soil and groundwater testing will be undertaken on one property. Any subsurface investigations could reveal environmental conditions which require notification of regulatory authorities, further investigations and remediation.

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

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

Although the REIT is not aware of any material non-compliance with environmental laws at any of its properties and is not aware of any pending or threatened investigations or actions by environmental

regulatory authorities in connection with any of the properties, there is no assurance that this will continue to be the case.

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

Potential Conflicts of Interest

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

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

Same Management Group for Various SLAM Entities

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

General Insured and Uninsured Risks

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

Reliance on Key Personnel

The management and governance of the REIT depends on the services of certain key personnel, including officers of Slate Canada and the Trustees. The loss of the services of any key personnel could have an

adverse effect on the REIT and adversely impact the REIT's financial condition and results of operations and decrease the amount of cash available for distribution to Unitholders.

Reliance on Property Management

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

Limit on Activities

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

Occupancy by Tenants

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

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

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

Lease Renewals and Rental Increases

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

External Management Arrangements

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

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

Controls over Financial Reporting

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

Because of the inherent limitations in all control systems, including well-designed and operated systems, no control system can provide complete assurance that the objectives of the control system will be met. Furthermore, no evaluation of controls can provide absolute assurance that all control issues, including instances of fraud, if any, will be detected or prevented. These inherent limitations include the possibility that management's assumptions and judgments may ultimately prove to be incorrect under varying conditions and circumstances and the impact of isolated errors.

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

Asset Class Diversification

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

Geographic Concentration

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

Security of Information Technology

The REIT requires segregation and protection of its information, including security over tenant lease details, employee information, financial records and operational data ("**Confidential Information**"). Some of this Confidential Information is held and managed by third-party service providers. Any failure in data security

or any system vulnerability (internal or external) could result in harm to the reputation or competitive position of the REIT. To reduce the level of vulnerability, the REIT has implemented security measures, including monitoring and testing, maintenance of protective systems and contingency plans, to protect and to prevent unauthorized access of Confidential Information and to reduce the likelihood of disruptions to its IT systems.

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

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

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

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

New Markets

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

Climate Change Risks

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

Risk Factors Related to the Units

Cash Distributions are Not Guaranteed

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

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

Restrictions on Redemptions

The entitlement of Unitholders to receive cash upon the redemption of their Units will be subject to the following limitations: (i) the total amount payable by the REIT in respect of such Units and all other Units tendered for redemption in the same calendar quarter must not exceed \$150,000 (provided that such limitation may be waived at the discretion of the Trustees), and (ii) in the event that the Units are listed on a stock exchange or similar market, the trading of Units is not suspended or halted (or, if not listed on a stock exchange, on any market on which the Units are quoted for trading) on the redemption date or for more than five trading days during the 10-day trading period commencing immediately after the redemption date.

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

Potential Volatility of Unit Prices

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

Nature of Investment

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

legislation such as the *Bankruptcy and Insolvency Act* (Canada) and the *Companies Creditors' Arrangement Act* (Canada) and thus the treatment of Unitholders upon an insolvency is uncertain.

Availability of Cash Flow

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

Currency Exchange Rate Risk

Although investors in the Class U Units are able to invest in Canadian dollars and receive distributions in Canadian dollars if they so elect, the distributions to such investors will be calculated based on the Canadian dollar equivalent of a given distribution in U.S. dollars (which calculation will use the U.S. dollar spot exchange rate available to the REIT in respect of such distribution). Additionally, the business of the REIT's Subsidiaries and their affiliates will be conducted in the United States. Consequently, any income and gains will be earned and any expenses and losses will be incurred in U.S. dollars. The Canadian dollar is not maintained at a fixed exchange rate compared to foreign currencies but rather the value of the Canadian dollar has a floating exchange rate in relation to the U.S. dollar. As a result, the value of an investment in Class U Units, when expressed in Canadian dollars, may fluctuate in accordance with fluctuations in the Canada/U.S. dollar exchange rate, and the value of such investment may be greater or less than that determined only with reference to U.S. dollars. Accordingly, investors who purchase Class U Units through an investment in Canadian dollars are subject to currency exchange rate risk.

Dilution

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

Market for Units

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

Risk Factors Related to Canadian Tax Matters

Non-Resident Ownership

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

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

Taxation of REITs and Partnerships

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

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

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

Distribution of Additional Units

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

Foreign Taxes

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

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

Provided that the appropriate designations are made by the REIT, such portion of its foreign source income that is paid or becomes payable to a Unitholder generally will retain its character in the hands of the Unitholder for purposes of the Tax Act. Foreign taxes paid by the REIT generally will be deemed to be paid

by the Unitholder and the Unitholder's share of the "business income tax" and "non-business-income tax" paid in a foreign country for a year will be creditable against the Unitholder's Canadian federal income tax liability to the extent permitted by the detailed rules contained in the Tax Act. Although the foreign tax credit provisions are designed to avoid double taxation, the maximum credit is limited. Because of this, and because of timing differences in recognition of expenses and income and because of other factors, double taxation may arise.

Differences in Canadian and U.S. Tax Laws

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

Dispositions of Real Property

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

Tax Filing Positions

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

Change of Law

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

Loss Restriction Event

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

Non-Residents of Canada

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

Foreign Currency

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

Limits on Interest Deductibility

On November 3, 2022, the Department of Finance (Canada) released revised draft legislation to implement certain tax proposals that are intended to limit the deductibility of certain interest and financing expenses (the “EIFEL Proposals”). Under the EIFEL Proposals, for taxation years beginning on or after October 1, 2023, the amount of net interest and financing expenses incurred by a corporation or trust, whether incurred directly or through a partnership, that may be deducted in computing its income for Canadian income tax purposes will generally be limited to no more than a fixed ratio of its adjusted taxable income, which is intended to reflect the taxable income generated by its activities in Canada. If enacted as proposed, the income of the REIT for Canadian income tax purposes may be increased which could have an adverse impact on the after-tax return of a Unitholder and on the value of Units in the REIT. The proposed rules may also apply to a corporation or trust held directly or indirectly by the REIT. Further, a Unitholder who makes a leveraged investment in Units of the REIT may be adversely affected. Unitholders and prospective unitholders should consult their own tax advisors in this regard.

Risk Factors Related to U.S. Tax Matters

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

Each of Investment LP1 and GAR B is subject to U.S. federal income tax as a “foreign” corporation engaged in a U.S. trade or business, and each will have U.S. source income subject to U.S. federal income tax. SGII is subject to U.S. federal income tax on all of its income as a U.S. corporation. The REIT also will have U.S. source income from LP1 Notes and SGII Notes. Additionally, U.S. state and local tax laws impact certain Subsidiaries of the REIT. Each of Investment LP1, SGII and GAR B plan to benefit from certain deductions under U.S. federal income tax rules in order to reduce its overall tax burden, including deduction of interest expense on the Investment LP1 Notes, SGII Notes and other debt, but such deductions may be restricted depending upon a variety of factors.

Under Code section 163(j), unless an exception applies, the deduction for U.S. federal income tax purposes of the interest paid by any of Investment LP1, SGII or GAR B on its debt, including both the debt owing to the REIT and third party debt, potentially could be limited to 30% of such entity's “adjusted taxable income”, which generally means earnings before interest and taxes. Any disallowed interest expense under these provisions may be carried forward to future years. However, under Code section 163(j)(7)(B), an exception to these limitations can be elected for certain types of businesses, including an “electing real property trade or business”. Where appropriate, elections have been made and are in effect to treat the trade or business conducted by Investment LP1, SGII and GAR B through their subsidiary entities as an “electing real property trade or business” and, therefore, Investment LP1, SGII and GAR B generally are excluded from,

or otherwise not presently subject to, the limitation on interest deductibility discussed above (in exchange for being subject to generally less favorable depreciation rules). These elections apply to all future tax years, absent a change in such real property trade or business that would cause the election(s) to terminate.

In addition, even if the Code section 163(j) limitation on deductibility is not applicable, other provisions and principles of U.S. federal income tax law applicable to the U.S. federal tax treatment of debt, including Treasury Regulations issued under Section 385 of the Code, could also apply that result in the IRS or a court determining that some or all of the Investment LP1 Notes, SGII Notes or any related party debt of GAR B should be treated for U.S. federal income tax purposes as equity rather than debt, or that the interest rate on the Investment LP1 Notes, SGII Notes or GAR B related party debt does not represent an arm's length rate. If, for any of the aforementioned reasons, a redetermination were made of the interest deductibility, in whole or part, of the payments made on related party or third party debt of any of Investment LP1, SGII or GAR B, then some or all of the interest on such debt may not be deductible for U.S. federal income tax purposes, and/or some or all of the payments on the Investment LP1 Notes, SGII Notes or GAR B related party debt may be characterized as equity distributions subject to U.S. federal withholding tax. Any of these results could increase the U.S. federal income tax liability of Investment LP1, SGII or GAR B. Such an increase in any of those entity's U.S. tax liability could adversely affect Investment LP1's, SGII's or GAR B's ability to make payments on its obligations and the REIT's ability to make distributions on its Units.

Furthermore, Section 267A of the Code disallows interest deductions in a "hybrid" related party situation. While the Treasury Regulations do not appear to implicate interest payments between related entities in a situation such as the REIT structure, these rules have not been broadly interpreted to date by the IRS or the courts. If the hybrid rules of Section 267A of the Code were applicable to the debt arrangements in the REIT structure, then the interest paid on such debt would not be allowed as a deduction from income of those entities.

Certain other provisions in the Code, if applicable, also may affect the U.S. federal tax liability of Investment LP1, SGII or GAR B, although the extent to which that occurs is dependent on the factual situation of such entity. There are limitations on the use of net operating losses (generally, those can only be utilized to the extent of 80% of taxable income in any given year, although unused net operating losses can be carried forward indefinitely). In addition, Code section 59A, known as "BEAT", which is the acronym for "base erosion anti-abuse tax", is designed to potentially limit the tax effectiveness of deductions for payments between U.S. corporations (or non-U.S. corporations with U.S. "effectively connected income", such as Investment LP1 and GAR B) and non-U.S. related parties (such as the REIT) by imposing a minimum tax. The BEAT regime generally does not apply unless the payor corporation has average annual gross receipts for the 3-tax-year period ending with the preceding tax year that are at least \$500 million.

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

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

MARKET FOR SECURITIES

Trading Price and Volume

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

Month (2022)	SGR.UN High (C\$)	SGR.UN Low (C\$)	SGR.UN Volume
January	15.23	13.68	6,837,796
February	15.64	14.72	2,604,269
March	17.51	15.01	4,584,652
April	17.15	15.73	5,105,796
May	15.70	13.56	2,979,448
June	15.43	13.19	2,511,631
July	14.85	13.57	1,597,839
August	15.25	14.06	1,621,806
September	14.60	12.92	2,093,173
October	14.57	12.74	2,190,623
November	15.76	14.05	1,854,901
December	16.13	14.78	1,936,158

Month (2022)	SGR.U High (US\$)	SGR.U Low (US\$)	SGR.U Volume
January	12.19	10.97	87,259
February	12.32	11.83	56,100
March	13.82	11.75	177,507
April	13.50	12.50	16,236
May	12.00	10.55	21,452
June	12.19	10.30	14,162
July	11.96	10.40	10,789
August	11.90	11.03	17,701
September	11.15	9.68	10,946
October	10.62	9.25	19,260
November	11.71	10.21	7,824
December	11.82	11.00	7,375

Prior Sales

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

ESCROWED SECURITIES AND RESTRICTIONS ON TRANSFER

Pursuant to the LP1 Partnership Agreement: (a) the Class B LP1 Units are redeemable from time to time by the holder thereof for cash or, at the option of the General Partner, Class U Units (on a one-for-one basis, subject to customary anti-dilution adjustments); and (b) transfers of Class B LP1 Units are generally

not permitted subject to limited exceptions, including (i) pursuant to the redemption of the Class B LP1 Units, (ii) transfers from a legal entity to an affiliate, Subsidiary or successor in interest of such entity, and (iii) with the approval of the General Partner.

Pursuant to the LP2 Partnership Agreement: (a) the Class B LP2 Units are redeemable from time to time by the holder thereof for cash or, at the option of the General Partner, Class U Units (on a one-for-one basis, subject to customary anti-dilution adjustments); and (b) transfers of Class B LP2 Units are generally not permitted subject to limited exceptions, including (i) pursuant to the redemption of the Class B LP2 Units, (ii) transfers from a legal entity to an affiliate, Subsidiary or successor in interest of such entity, and (iii) with the approval of the General Partner.

Pursuant to the GAR B Partnership Agreement: (a) the GAR B Exchangeable Units are redeemable from time to time by the holder thereof for cash or, at the option of GAR B GP, Class U Units (on a one-for-one basis, subject to customary anti-dilution adjustments); and (b) transfers of GAR B Exchangeable Units are generally not permitted subject to limited exceptions, including (i) pursuant to the redemption of the GAR B Exchangeable Units, (ii) transfers from a legal entity to an affiliate, Subsidiary or successor in interest of such entity, and (iii) with the approval of GAR B GP.

To the knowledge of the REIT, these are the only Units or securities redeemable or exchangeable for Units that are in escrow or subject to contractual restrictions on transfer.

DISTRIBUTION POLICY AND HISTORY

General

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

It is the REIT's current intention to make distributions to Unitholders at least equal to the amount of net income and net realized capital gains of the REIT as is necessary to ensure that the REIT will not be liable for ordinary income taxes on such income. Unitholders of record as at the close of business on the last business day of the month preceding a distribution date will have an entitlement on and after that day to receive distributions in respect of that month on such distribution date. Distributions may be adjusted for amounts paid in prior periods if the actual AFFO for the prior periods is greater than or less than the estimates for the prior periods. Under the Declaration of Trust and pursuant to the distribution policy of the REIT, where the REIT's cash is not sufficient to make payment of the full amount of a distribution, such payment will, to the extent necessary, be distributed in the form of additional Units. See "*Distribution Policy and History – Distribution History*".

Distribution History

The following table sets forth the distributions the REIT has declared on each of the Class A Units, Class I Units and Class U Units for the period of January 1, 2020 to December 31, 2022:

Class of Units	Date of Payment	Amount of Distribution
Class U Units ⁽¹⁾	January 15, 2020 – December 17, 2020	US\$0.07200
Class A Units ⁽¹⁾	January 15, 2020 – December 17, 2020	US\$0.072200
Class I Units ⁽¹⁾	January 15, 2020 – December 17, 2020	US\$0.07200
Units of Subsidiaries that are exchangeable into Class U Units ⁽¹⁾	January 15, 2020 – December 17, 2020	US\$0.07200
Class U Units	January 15, 2021 – December 15, 2021	US\$0.07200

Class of Units	Date of Payment	Amount of Distribution
Class A Units	January 15, 2021 – December 15, 2021	US\$0.072200
Class I Units	January 15, 2021 – December 15, 2021	US\$0.07200
Units of Subsidiaries that are exchangeable into Class U Units	January 15, 2021 – December 15, 2021	US\$0.07200
Class U Units	January 15, 2022 – December 15, 2022	US\$0.07200
Class A Units	January 15, 2022 – December 15, 2022	US\$0.072200
Class I Units	January 15, 2022 – December 15, 2022	US\$0.07200
Units of Subsidiaries that are exchangeable into Class U Units	January 15, 2022 – December 15, 2022	US\$0.07200

Notes:

(1) On December 16, 2019 the REIT announced a 1.1% increase in its distribution per Unit beginning with the distribution on January 15, 2020.

Restrictions

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

CAPITAL STRUCTURE

Authorized Capital and Outstanding Securities

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

Class of Units	Issued and Outstanding at December 31, 2022
Slate Grocery REIT Class A	146,610 (equivalent to 146,610 Class U Units)
Slate Grocery REIT Class I	18,369 (equivalent to 18,369 Class U Units)
Slate Grocery REIT Class U	60,204,475
Special Voting Units (attached to the GAR B Exchangeable Units)	132,561

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

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

Units

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

Unitholders of record are entitled to receive all of the assets of the REIT remaining after payment of all debts, liabilities and liquidation expenses of the REIT.

Special Voting Units

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

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

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

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

Conversion Rights

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

In the event that there is a change in the number of Class A Units, Class I Units or Class U Units outstanding as a result of a subdivision, distribution, consolidation or similar change (a "**Reorganization**"), the applicable number of Class U Units issuable on conversion of Class A Units or Class I Units will be adjusted to reflect such Reorganization. A holder of Class A Units that is not a registered holder of such Class A Units who wishes to exercise its Conversion Right should contact their broker, dealer, bank, trust company or other nominee through which their Class A Units are held in order to request a conversion notice. A registered holder of Class A Units or Class I Units who wishes to exercise its Conversion Right is required to deliver to the REIT's transfer agent, at its principal office in Toronto, a Conversion Notice which shall state that the Class A Unitholder or Class I Unitholder is requiring the REIT to convert all or a portion of their Class A Units or Class I Units. The form of Conversion Notice is attached as a schedule to the Declaration of Trust.

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

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

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

DECLARATION OF TRUST

General

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

Investment Guidelines

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

- (a) the REIT will invest primarily, directly or indirectly, in interests (including fee ownership and leasehold interests) in commercial real estate properties located in the United States and assets ancillary thereto necessary for the operation of such real estate and such other activities as are consistent with the other investment guidelines of the REIT;
- (b) notwithstanding anything else contained in the Declaration of Trust, the REIT shall not make or hold any investment, take any action or omit to take any action or permit a Subsidiary to make or hold any investment or take any action or omit to take any action that would result in: (i) the REIT not qualifying as a “mutual fund trust” (effective the date it was established and thereafter) or a “unit trust” both within the meaning of the Tax Act; (ii) the Units not qualifying as qualified investments for Registered Plans; (iii) the REIT or any of its Subsidiaries being liable to pay a tax imposed under either paragraph 122(1)(b) or subsection 197(2) of the Tax Act, unless the Trustees determine that it is in the best interests of the REIT; or (iv) the REIT being liable to pay a tax under Part XII.2 of the Tax Act;
- (c) the REIT may make its investments and conduct its activities, directly or indirectly, through an investment in one or more Persons on such terms as the Trustees may from time to time determine, including by way of joint ventures, partnerships (general or limited), and limited liability companies;
- (d) except for temporary investments held in cash, deposits with a Canadian chartered bank or trust company registered under the laws of a province or territory of Canada, deposits with a savings institution, trust company, credit union or similar financial institution that is organized or chartered under the laws of a state or of the United States, short-term

government debt securities or money market instruments maturing prior to one year from the date of issue and except as permitted pursuant to these investment guidelines and operating policies of the REIT, the REIT and/or its Subsidiaries may not hold securities of a Person other than to the extent such securities would constitute an investment in real property and provided further that, notwithstanding anything contained in the Declaration of Trust to the contrary, but in all events subject to paragraph (b) above, the REIT and/or its Subsidiaries may hold securities of a Person: (i) acquired in connection with the carrying on, directly or indirectly, of the REIT's activities or the holding of its assets; or (ii) which focuses its activities primarily on the activities described in paragraph (a) above;

- (e) the REIT shall not invest in rights to or interests in mineral or other natural resources, including oil or gas, except as incidental to an investment in real property;
- (f) the REIT shall not invest more than 10% of the Gross Book Value of the REIT in securities of a publicly traded entity;
- (g) the REIT may invest in mortgages and mortgage bonds (including participating or convertible mortgages) and similar instruments where: (i) the real property which is security therefor is real property which otherwise meets the other investment guidelines of the REIT; and (ii) the aggregate book value of the investments of the REIT in mortgages, after giving effect to the proposed investment, will not exceed 15% of Gross Book Value of the REIT; and
- (h) the REIT may invest an amount (which, in the case of an amount invested to acquire real property, is the purchase price less the amount of any debt incurred or assumed in connection with such investment) up to 25% of Gross Book Value of the REIT in investments which do not comply with one or more of paragraphs (a), (d), and (g) above.

Operating Policies

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

- (a) the REIT shall not purchase or sell currency or interest rate futures contracts other than for hedging purposes where, for this purpose, the term "hedging" has the meaning given by National Instrument 81-102 – *Investment Funds* and, in all events, subject to paragraph (b) of "*Declaration of Trust – Investment Guidelines*" described above;
- (b) (i) any written instrument creating an obligation which is or includes the granting by the REIT of a mortgage; and (ii) to the extent the Trustees determine to be practicable and consistent with their fiduciary duties to act in the best interest of the Unitholders, any written instrument which is, in the judgment of the Trustees, a material obligation, shall contain a provision, or be subject to an acknowledgement to the effect, that the obligation being created is not personally binding upon, and that resort must not be had to, nor will recourse or satisfaction be sought from, by lawsuit or otherwise the private property of any of the Trustees, the Unitholders, annuitants or beneficiaries under a plan of which a Unitholder acts as a trustee or carrier, or officers, employees or agents of the REIT, but that only property of the REIT or a specific portion thereof is bound; the REIT, however, is not required, but must use all reasonable efforts, to comply with this requirement in respect of obligations assumed by the REIT upon the acquisition of real property;
- (c) title to each real property shall be held by and registered in the name of the REIT, the Trustees or a Person wholly-owned, directly or indirectly, by the REIT or jointly-owned, directly or indirectly, by the REIT, with joint venturers or by any other Persons in such manner as the Trustees consider appropriate, taking into account advice of legal counsel;

provided that, where land tenure will not provide fee simple title, the REIT, the Trustees or a corporation or other entity wholly-owned, directly or indirectly, by the REIT or jointly owned, directly or indirectly, by the REIT or such Person as the Trustees consider appropriate shall hold a land lease as appropriate under the land tenure system in the relevant jurisdiction;

- (d) the REIT shall not incur or assume any Indebtedness (as defined below) if, after giving effect to the incurrence or assumption of such Indebtedness, the total Indebtedness of the REIT would be more than 65% of Gross Book Value;
- (e) the REIT shall not directly or indirectly guarantee any Indebtedness or liabilities of any Person unless such guarantee: (i) is given in connection with or incidental to an investment that is otherwise permitted by the REIT's investment guidelines and operating policies; and (ii)(A) would not disqualify the REIT as a "mutual fund trust" within the meaning of the Tax Act, and (B) would not result in the REIT losing any status under the Tax Act that is otherwise beneficial to the REIT and the Unitholders;
- (f) the REIT shall directly or indirectly obtain and maintain at all times property insurance coverage in respect of potential liabilities of the REIT and the accidental loss of value of the assets of the REIT from risks, in amounts, with such insurers, and on such terms as the Trustees consider appropriate, taking into account all relevant factors, including the practice of owners of comparable properties;
- (g) the REIT shall have obtained an appraisal of each real property that it intends to acquire and an engineering survey with respect to the physical condition thereof, in each case, by an independent and experienced consultant, unless the requirement for such an appraisal or engineering survey is waived by the Investment Committee; and
- (h) the REIT shall either (i) obtain a Phase I environmental site assessment; or (ii) be entitled to rely on a Phase I environmental site assessment dated no earlier than 12 months prior to receipt by the REIT, of each real property to be acquired by it and, if the Phase I environmental site assessment report recommends that a further environmental site assessment be conducted, the REIT shall have conducted such further environmental site assessments, in each case by an independent and experienced environmental consultant.

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

"Indebtedness" means (without duplication) on a consolidated basis:

- (a) any obligation of such Person for borrowed money (including, for greater certainty, the full principal amount of convertible indebtedness, notwithstanding its presentation under IFRS);
- (b) any obligation of such Person for borrowed money incurred in connection with the acquisition of property, assets or businesses;
- (c) any obligation of such Person issued or assumed as the deferred purchase price of property;
- (d) any capital lease obligation of such Person; and

- (e) any obligations of the type referred to in clauses (a) through (d) of another Person, the payment of which such Person has guaranteed or for which such Person is responsible or liable;

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

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

Amendments to Investment Guidelines and Operating Policies

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

Regulatory Conflict

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

Meetings of Unitholders

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

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

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

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

Advance Notice Provision

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

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

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

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

the date of the special meeting of Unitholders was made; and (iii) notwithstanding the foregoing, an adjournment or postponement of a meeting of Unitholders or the announcement thereof shall commence a new time period for the giving of a Nominating REIT Unitholder's notice, in accordance with the requirements described above.

To be in proper written form, a Nominating REIT Unitholder's notice to the Trustees must set forth: (i) as to each Person whom the Nominating REIT Unitholder proposes to nominate for election as a Trustee: (A) the name, age, business address and residential address of the Person, (B) the principal occupation or employment of the Person, (C) the class or series and number of Units which are controlled or which are owned beneficially or of record by the Person as of the record date for the meeting of Unitholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, and (D) any other information relating to the Person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of Trustees pursuant to applicable securities laws; and (ii) as to the Nominating REIT Unitholder giving the notice, any proxy, contract, arrangement, understanding or relationship pursuant to which such Nominating REIT Unitholder has a right to vote any Units and any other information relating to such Nominating REIT Unitholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of Trustees pursuant to applicable securities laws. The REIT may require any proposed nominee to furnish such other information as may reasonably be required by the REIT to determine the eligibility of such proposed nominee to serve as an Independent Trustee or that could be material to a reasonable Unitholder's understanding of the independence, or lack thereof, of such proposed nominee. Notwithstanding the foregoing, the REIT shall not request other information that: exceeds what is required in a dissident proxy circular; goes beyond what is necessary to determine trustee nominee qualifications, relevant experience, unitholding or voting interest in the REIT, or independence in the same manner as would be required for management nominees; or goes beyond what is required under law or regulation.

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

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

Redemption Right

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

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

- (a) where the Class U Units are listed on a stock exchange or similar market, an amount equal to the lesser of (i) 95% of the Market Price (as defined in the Declaration of Trust) of the Class U Units on the redemption date, and (ii) 100% of the Closing Market Price (as defined in the Declaration of Trust) of the Class U Units on the redemption date; or

- (b) where the Class U Units are not listed on a stock exchange or similar market, the Redemption Value will be the fair market value of the Units, which will be determined by the Trustees in their sole discretion.

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

- (a) the total amount payable by the REIT by cash payment in respect of the redemption of Units for that calendar quarter will not exceed \$150,000; and
- (b) in the event that the Units are listed on a stock exchange or similar market, the normal trading of the Units is not suspended or halted on the redemption date or for more than five trading days during the 10-day trading period commencing immediately after the redemption date.

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

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

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

Purchases of Units by the REIT

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

Take-Over Bids

The Declaration of Trust contains provisions to the effect that if a take-over bid or issuer bid is made for Units within the meaning of the *Securities Act* (Ontario) and not less than 90% of the Units (other than Units held at the date of the take-over bid by or on behalf of the offeror or associates or affiliates of the offeror) are taken up and paid for by the offeror, the offeror will be entitled to acquire the Units held by Unitholders

who do not accept the offer either, at the election of each Unitholder, on the terms offered by the offeror or at the fair value of such Unitholder's Units determined in accordance with the procedures set out in the Declaration of Trust.

The Declaration of Trust provides that in the event that a non-exempt take-over bid is made for Units, unless the take-over bid is structured to permit holders of Class A Units, Class I Units, Class B LP1 Units, Class B LP2 Units and GAR B Exchangeable Units (the "**Exchangeable Securities**") to both exchange and tender conditional on take-up, then, from and after the first take-up of Units under the said take-over bid (provided that not less than 25% of the Units other than Units held at the date of the take-over bid by the offeror or associates or affiliates of the offeror are so taken up) the terms and conditions of the Exchangeable Securities will be amended such that the exchange ratio shall be varied to equal 100% of the exchange ratio then in effect (such that on conversion, exercise or exchange the holder shall receive 1.1 Class U Units for each Class U Unit that the holder would otherwise have received). Notwithstanding any adjustment on completion of an exclusionary offer as described above, the distribution rights attaching to the Exchangeable Securities will not be adjusted until the conversion, redemption or exchange right is actually exercised.

The Declaration of Trust provides that a holder of Class A Units or Class I Units may not transfer their Class A Units or Class I Units to a third party unless either of the following apply: (i) assuming all Class A Units and Class I Units were converted into Class U Units and the holder was transferring Class U Units, the transfer would not require the Person acquiring such securities to make an offer to the registered holders of Class U Units to acquire Class U Units on the same terms and conditions under applicable securities laws; or (ii) the Person acquiring such Class A Units and Class I Units submits an identical and contemporaneous offer for Class U Units to the registered holders thereof (having regard to timing, price, proportion of securities sought to be acquired and any other conditions thereto), and acquires such Class A Units and Class I Units along with a proportionate number of Class U Units actually tendered to such identical offer.

Issuance of Units

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

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

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

Non-Certificated Inventory System

Other than pursuant to certain exceptions, registration of interests in and transfers of Units held through CDS, or its nominee, will be made electronically through the non-certificated inventory system of CDS. Units

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

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

Limitation on Non-Resident Ownership

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

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

Information and Reports

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

Amendments to the Declaration of Trust

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

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

- (a) an exchange or reclassification of all or part of the Units;
- (b) the addition, change or removal of the rights, privileges, restrictions or conditions attached to the Units;
- (c) the sale or transfer of the assets of the REIT as an entirety or substantially as an entirety (other than as part of an internal reorganization of the assets of the REIT approved by the Trustees and not prejudicial to Unitholders);
- (d) the termination of the REIT (other than as part of an internal reorganization of the assets of the REIT approved by the Trustees and not prejudicial to Unitholders);

- (e) the combination, amalgamation or arrangement of any of the REIT or its Subsidiaries with any other entity (other than as part of an internal reorganization of the assets of the REIT approved by the Trustees and not prejudicial to Unitholders); and
- (f) except as described herein, the amendment of the investment guidelines and operating policies of the REIT. See “*Declaration of Trust – Amendments to Investment Guidelines and Operating Policies*”.

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

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

Rights of REIT Unitholders

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

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

Unitholders do not have recourse to a dissent right under which shareholders of a CBCA corporation are entitled to receive the fair value of their shares where certain fundamental changes affecting the corporation are undertaken (such as an amalgamation, a continuance under the laws of another jurisdiction, the sale of all or substantially all of its property, a going private transaction or the addition, change or removal of provisions restricting: (a) the business or businesses that the corporation can carry on; or (b) the issue, transfer or ownership of shares). Unitholders similarly do not have recourse to the statutory oppression remedy that is available to shareholders of a CBCA corporation where the corporation undertakes actions that are oppressive, unfairly prejudicial or which disregard the interests of security holders and certain other parties. Shareholders of a CBCA corporation may also apply to a court for the appointment of an inspector to investigate the manner in which the business of the corporation and its affiliates is being carried on where there is reason to believe that fraudulent, dishonest or oppressive conduct has occurred. The Declaration of Trust does not include a comparable right. The CBCA also permits shareholders to bring or intervene in derivative actions in the name of a corporation or any of its Subsidiaries, with the leave of a court. The Declaration of Trust does not include a comparable right.

MANAGEMENT OF THE REIT

Services

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

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

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

Management Fees

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

- (a) an annual asset management fee (the “**Asset Management Fee**”) calculated and payable on a quarterly basis, equal to 0.40% of Gross Book Value of the REIT up to \$1.99 billion. For every \$250 million increase thereafter, the management fee will decrease by 25 basis points; and
- (b) an acquisition fee (the “**Acquisition Fee**”) equal to 0.75% of the gross purchase price paid for each new property (or interest in a property), including the price, due diligence costs, closing costs, legal fees and additional capital costs, payable on completion of the purchase of each property (or interest in a property); provided that no acquisition fee will be payable with respect to acquisitions from Slate Canada or entities managed by Slate Canada.

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

Slate Canada, in its capacity as manager of the REIT, was paid Asset Management Fees of approximately \$8.5 million and Acquisition Fees of approximately \$3.2 million, as applicable for the period from January 1, 2022 to December 31, 2022.

Expenses

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

Term

The Management Agreement is for a term of five years ending October 1, 2026 (the “**Initial Term**”) and is renewable for further five-year terms (the “**Renewal Term**”), unless and until it is terminated in accordance with the provisions thereof. Subject only to the termination provisions, Slate Canada will automatically be rehired at the expiration of each term.

Termination

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

The REIT also has the right to terminate the Management Agreement in the event that both of Blair Welch and Brady Welch are no longer associated with SLAM (“**Loss of Key Men**”), provided that the Independent

Trustees reasonably determine that the Loss of Key Men is detrimental to Slate Canada's performance of its obligations to the REIT. Slate Canada is required to provide the Independent Trustees with advance notice of any proposed Loss of Key Men as and when Slate Canada becomes aware of it.

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

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

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

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

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

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

Change of Control Payment

Upon a change of control of the REIT, other than a change of control resulting from an acquisition of securities of the REIT by Slate Canada, and upon Slate Canada terminating the Management Agreement

within 24 months following such change of control, the REIT shall (i) pay Slate Canada an amount equal to the aggregate of the amounts paid or payable to Slate Canada in respect of the Management Fees calculated for the 12 months preceding the date of notification of termination, and (ii) reimburse Slate Canada for all Termination Costs.

Non-Competition Restrictions

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

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

Non-Solicitation

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

License of the Slate Name

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

TRUSTEES AND EXECUTIVE OFFICERS OF THE REIT

Board of Trustees

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

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

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

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

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

As of December 31, 2022, the REIT's Trustees and Executive Officers collectively owned, or exerted direction or control over units as follows:

<u>Class U Units</u>	<u>Deferred Units</u>	<u>Class I Units</u>	<u>Class A Units</u>	<u>Class B LP1 Units</u>	<u>Class B LP2 Units</u>	<u>GAR B Exchangeable Units</u>	<u>Total</u>	<u>Percentage of Issued and Outstanding Units</u>
192,011	194,461	-	4,000	-	-	-	390,872	0.64%

Trustee Information

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

Name, Province and Country of Residence	Position(s)/Title	Trustee Since	Principal Occupation
ANDREA STEPHEN ⁽¹⁾ Toronto, Ontario, Canada	Independent Trustee (Chair)	May 24, 2017	Corporate Director
COLUM BASTABLE ⁽²⁾ Toronto, Ontario, Canada	Independent Trustee	March 3, 2014	Corporate Director
PATRICK FLATLEY ⁽³⁾ Etobicoke, Ontario, Canada	Independent Trustee	February 23, 2012	Partner, Lincoln Land Services
MARC ROULEAU ⁽⁴⁾ Toronto, Ontario, Canada	Independent Trustee	July 28, 2020	President & Chief Executive Officer, Joddes Limited
BLAIR WELCH ⁽⁵⁾ Chicago, Illinois, U.S.A.	Trustee	January 18, 2012	Founding Partner, SLAM
BRADY WELCH London, England	Trustee	February 23, 2012	Founding Partner, SLAM

Notes:

- (1) Chair of the Board and Investment Committee and member of the Audit Committee and Compensation, Governance and Nominating Committee.
- (2) Chair of the Audit Committee and member of the Investment Committee and Compensation, Governance and Nominating Committee.
- (3) Member of the Investment Committee.
- (4) Member of the Audit Committee and Chair of the Compensation, Governance and Nominating Committee.
- (5) Member of the Investment Committee.

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

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

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

Colum Bastable, Trustee. Mr. Bastable is the former Chair of Canadian operations for Cushman & Wakefield. Mr. Bastable joined Royal LePage in 1976 as Vice President of Finance, ultimately becoming Executive Vice President of all of Royal LePage's commercial operations. In 1993, Mr. Bastable became President and Chief Executive Officer of Royal LePage and a Managing Partner of Brascan (now

Brookfield). In 2005, he became President and Chief Executive Officer of Cushman & Wakefield LePage Ltd. In 2019, Mr. Bastable joined the board of directors of Bridgemarq Real Estate Services (“**Bridgemarq**”), and was appointed as a member of Bridgemarq’s Audit and Governance Committees. Mr. Bastable is a former member of the board of trustees of Brookfield Canada Office Properties Real Estate Investment Trust and was previously on the board of Toronto Hydro-Electric System. In 2007, he was appointed as Chair of McMaster University’s Board of Governors. Mr. Bastable is a Chartered Accountant and has been honored as a Fellow of the Institute Chartered Accountants in Ireland and an honorary Doctorate of Laws from McMaster University.

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

Marc Rouleau, Trustee. Mr. Rouleau is the President and Chief Executive Officer of Joddes Limited where he leads a family office that has been managing an inter-generational investment portfolio of institutional size for over 15 years. Prior to his current position, Mr. Rouleau spent several years at a large Canadian bank leading a team that provides market expertise and strategy for the bank’s large institutional asset management clients as well as its retail client base. Mr. Rouleau has over 19 years of experience in both public and private sector investments having served as a senior portfolio manager at a large global asset management company, helping to develop and manage fixed income and unconstrained investment strategies. Mr. Rouleau also operated as an Economist for the Canadian Department of Finance, where he worked on debt strategy, risk management and financial market regulation. He is a past president of the Montreal Bond Traders Association and a former member of the FTSE Canada Fixed Income Advisory Committee. Mr. Rouleau received a Bachelor of Economics from McGill University, a Masters degree with a specialization in Resource & Environmental Economics from Duke University and is a CFA charterholder.

Blair Welch, Trustee. Mr. Blair Welch co-founded SLAM in 2005. SLAM is a global alternative investment platform focused on real estate and infrastructure with assets under management across Canada, the United States and Europe. The firm manages two TSX-listed public REITs and numerous private investments vehicles spanning opportunistic, value-add, core-plus and debt strategies. Mr. Welch has over 25 years of real estate industry experience working in direct investment, investment banking, development and securitization across North America, Europe and Asia. He has been fortunate to work with exceptional people at pioneering firms such as Fortress Investment Group, Bankers Trust, First National Financial Corporation and Brazos Advisors (now Lone Star). Mr. Welch co-chairs Slate’s Investment Committee, together with Brady Welch, and is a member of SLAM’s Management Committee. Mr. Welch holds a Bachelor of Commerce degree from the University of British Columbia.

Brady Welch, Trustee. Mr. Brady Welch, along with his brother Blair, is one of the co-founders of SLAM. Mr. Welch has over 25 years of experience in the real estate industry in North America and Europe. Prior to SLAM, he held senior management positions with Fortress Investment Group from 1998 to 2005, where he was responsible for asset management strategies, financing and originations for both direct real estate investments and real estate debt portfolios. Prior to Fortress, he managed Truscan’s (former real estate arm of Canada Trust) investments in Class A office towers in Canada’s five major urban markets. Mr. Welch began his career in the mid-1990s with Lone Star Opportunity Funds, participating in the acquisition and work-out of over \$2 billion in distressed real estate loan pools from insurance companies and financial institutions. He co-chairs Slate’s Investment Committee, together with Blair Welch, and is a member of SLAM’s Management Committee. Mr. Welch holds a Bachelor of Commerce degree from Mount Allison University.

Executive Officer Information

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

Blair Welch, Interim Chief Executive Officer. Mr. Blair Welch was appointed interim Chief Executive Officer on January 10, 2022. He co-founded SLAM in 2005. SLAM is a global alternative investment platform focused on real estate and infrastructure with assets under management across Canada, the United States and Europe. The firm manages two TSX-listed public REITs and numerous private investments vehicles spanning opportunistic, value-add, core-plus and debt strategies. Mr. Welch has over 25 years of real estate industry experience working in direct investment, investment banking, development and securitization across North America, Europe and Asia. He has been fortunate to work with exceptional people at pioneering firms such as Fortress Investment Group, Bankers Trust, First National Financial Corporation and Brazos Advisors (now Lone Star). Mr. Welch co-chairs SLAM’s Investment Committee, together with Brady Welch, and is a member of SLAM’s Management Committee. Mr. Welch holds a Bachelor of Commerce degree from the University of British Columbia.

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

Ramsey Ali, Corporate Secretary and General Counsel, Slate Asset Management (Canada) L.P., a Subsidiary of SLAM. Ramsey Ali has been Secretary and General Counsel of the REIT since 2013. Mr. Ali is involved in overall strategy for the REIT, transaction execution and structuring from legal, business and taxation perspectives, in addition to providing general legal and business advice on transactions and operations. Prior to 2013, Mr. Ali was General Counsel of a leading Canadian infrastructure and real estate investment and development firm, where he managed the structuring, negotiation and arrangement of over C\$1.5 billion dollars in committed project financing and millions more in real estate construction and/or mortgage financing. Mr. Ali received a Bachelor of Commerce Degree from the University of Guelph, a Juris Doctor degree from the University of Toronto, Faculty of Law and is a member of the Law Society of Ontario and the Canadian Bar Association.

Bozena Jankowska, Managing Director, Global Head of ESG, SLAM. Bozena Jankowska joined SLAM in November 2021, overseeing the definition and implementation of the firm’s global ESG strategy. Ms. Jankowska has nearly two decades of experience at the interface of finance and corporate responsibility. In 2010, Ms. Jankowska was appointed Global Co-Head for ESG for Allianz Global Investors (“AGI”). After AGI, Ms. Jankowska applied her entrepreneurial drive to self-fund and launch a successful women’s sustainable fashion label. Ms. Jankowska earned her Bachelor of Science in Environmental Science from the University of Sussex. She completed her Master of Science in Environment Technology with Distinction at Imperial College.

Lisa Rowe, Partner, Slate Asset Management (Canada) L.P., a Subsidiary of SLAM. Lisa Rowe joined SLAM and the REIT as Senior Vice President, Finance and Taxation in 2013. Ms. Rowe has primary responsibility for all aspects of tax, structuring, and reporting for the REIT. She also provides advice on corporate structure and financing for both new acquisitions and existing investments for the REIT. Prior to 2013, Ms. Rowe was a Senior Tax Manager for 12 years at Deloitte LLP. The focus of her professional practice was on real estate transactions, asset management and mergers and acquisitions of public and private companies. Ms. Rowe received a Bachelor of Business Administration from York University and is a Chartered Professional Accountant, Chartered Accountant.

Committees of the Board

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

Audit Committee

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

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

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

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

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

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

Fee	2022	2021
Audit Fees ^{(1),(2)}	\$437,273	\$437,569
Audit Related Fees ⁽³⁾	\$125,517	\$47,326
Tax Fees ^{(2) (4)}	\$934,141	\$680,510
All Other Fees ^{(2) (5)}	\$44,300	\$57,186
Total Fees	\$1,541,231	\$1,222,590

Notes:

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

- (2) Amounts have been amended from those reported in annual information form of the REIT dated February 23, 2021 to reflect final fee amounts.
- (3) Includes audit related fees that were incurred in connection with the 2022 Base Shelf Prospectus, at-the-market offering filed on March 30, 2022 and other specified procedures performed during the period.
- (4) Tax fees related to tax compliance/preparation are \$734,052 for the year-ended December 31, 2021 (December 31, 2021 – \$607,272).
- (5) Includes fees incurred for the translation of certain financial statements and management’s discussion and analysis for the results of operations and financial condition of the REIT..

Compensation, Governance and Nominating Committee

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

Investment Committee

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

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

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

CONFLICTS OF INTEREST

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

LEGAL PROCEEDINGS AND REGULATORY ACTIONS

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

INTERESTS OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

There are no material interests, direct or indirect, of the Trustees or officers of the REIT, any Unitholder that beneficially owns more than 10% of the Units or any associate or affiliate of any of the foregoing Persons in any transaction within the last three years or any proposed transaction that has materially affected or would materially affect the REIT or any of its Subsidiaries, except for, the arrangements contained in the Management Agreement (see "*Management of the REIT*").

INTERESTS OF EXPERTS

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

MATERIAL CONTRACTS

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

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

- (c) the Equity Distribution Agreement, see “*General Development of the Business – Three Year History- Offerings*”.

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

TRANSFER AGENT AND REGISTRAR

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

ADDITIONAL INFORMATION

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

GLOSSARY

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

“**CDS**” means CDS Clearing and Depository Services Inc.

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

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

“**Class A LP3 Units**” means class A limited partnership units of Limited Partnership 3.

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

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

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

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

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

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

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

“**CRA**” means the Canada Revenue Agency.

“**Declaration of Trust**” means the fourth amended and restated declaration of trust of the REIT dated August 17, 2020, as it may be further amended or amended and restated from time to time.

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

“GAR B GP” means GAR 1 GP Inc., the general partner of GAR B.

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

“GAR B Partnership Agreement” means the limited partnership agreement governing GAR B.

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

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

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

“IFRS” means International Financial Reporting Standards.

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

“IRS” means Internal Revenue Service.

“Management Agreement” means the third amended and restated management agreement made as of October 1, 2021 between Slate Grocery REIT, Slate U.S. Opportunity (No. 1) Holding L.P., Slate U.S. Opportunity (No. 2) Holding L.P., Slate U.S. Opportunity (No. 3) Holding L.P., Slate U.S. Opportunity (No. 4) Holding L.P., and Slate Asset Management (Canada) L.P.

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

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

“Partnerships” means the partnerships that are Subsidiaries of the REIT, including Investment LP1, Limited Partnership 1, Limited Partnership 2, GAR B and Limited Partnership 3.

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

“Registered Plans” means trusts governed by registered retirement savings plans (“RRSPs”), registered retirement income funds (“RRIFs”), deferred profit-sharing plans, registered education savings plans (“RESPs”), registered disability savings plans (“RDSPs”), first home savings accounts effective April 1, 2023 (“FHSAs”) and tax-free savings accounts (“TFSA”).

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

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

“SGII Notes” means the promissory notes issued by SGII to the REIT.

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

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

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

“Trustees” means the trustees of the REIT.

“TSX” means the Toronto Stock Exchange.

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

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

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

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

1. Purpose

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

2. Composition

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

3. Limitations on Committee’s Duties

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

Members of the Committee are entitled to rely, absent actual knowledge to the contrary, on (i) the integrity of the persons and organizations from whom they receive information, (ii) the accuracy and completeness of the information provided, (iii) representations made by management of the REIT (“**Management**”) as to

the non-audit services provided to the REIT by the external auditor, (iv) financial statements of the REIT represented to them by a member of Management or in a written report of the external auditors to present fairly the financial position of the REIT in accordance with applicable generally accepted accounting principles, and (v) any report of a lawyer, accountant, engineer, appraiser or other person whose profession lends credibility to a statement made by any such person.

4. Meetings

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

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

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

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

The Committee will determine any desired agenda items.

5. Committee Activities

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

A. Financial Disclosure

- (a) review, approve and recommend for Board approval the REIT's interim financial statements, including any certification, report, opinion or review rendered by the external auditor and the related management's discussion & analysis and press release;
- (b) review, approve and recommend for Board approval the REIT's annual financial statements, including any certification, report, opinion or review rendered by the external auditor, the annual information form and the related management's discussion & analysis and press release;
- (c) review and approve any other press releases that contain financial information and such other financial information of the REIT provided to the public or any governmental body as the Committee requires;

- (d) satisfy itself that adequate procedures have been put in place by Management for the review of the REIT's public disclosure of financial information extracted or derived from the REIT's financial statements and the related management's discussion & analysis;
- (e) review any litigation, claim or other contingency and any regulatory or accounting initiatives that could have a material effect upon the financial position or operating results of the REIT and the appropriateness of the disclosure thereof in the documents reviewed by the Committee;
- (f) receive periodically Management reports assessing the adequacy and effectiveness of the REIT's disclosure controls and procedures.

B. Internal Control

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

C. Relationship with the External Auditor

- (a) recommend to the Board the selection of the external auditor and the fees and other compensation to be paid to the external auditor;
- (b) have the authority to communicate directly with the external auditor and the Chief Financial Officer of the REIT and arrange for the external auditor to be available to the Committee and the Board as needed;
- (c) advise the external auditor that it is required to report to the Committee and not to Management;
- (d) monitor the relationship between Management and the external auditor, including reviewing any Management letters or other reports of the external auditor, discussing any material differences of opinion between Management and the external auditor and resolving disagreements between the external auditor and Management;
- (e) if considered appropriate, establish separate systems of reporting to the Committee by each of Management and the external auditor;

- (f) review and discuss on an annual basis with the external auditor all significant relationships they have with the REIT, Management, the external asset manager or employees that might interfere with the independence of the external auditor;
- (g) pre-approve all non-audit services (or delegate such pre-approval, as the Committee may determine and as permitted by applicable securities laws) to be provided by the external auditor;
- (h) review the performance of the external auditor and recommend any discharge of the external auditor when the Committee determines that circumstances warrant;
- (i) periodically consult with the external auditor out of the presence of Management about (a) any significant risks or exposures facing the REIT, (b) internal controls and other steps that Management has taken to control such risks, and (c) the fullness and accuracy of the financial statements of the REIT, including the adequacy of internal controls to expose any payments, transactions or procedures that might be deemed illegal or otherwise improper;
- (j) review and approve any proposed hiring of current or former partners or employees of the current (and any former) external auditor of the REIT.

D. Audit Process

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

E. Financial Reporting Processes

- (a) review the integrity of the REIT's financial reporting processes, both internal and external, in consultation with the external auditor;
- (b) periodically consider the need for an internal audit function, if not present;

- (c) review all material balance sheet issues, material contingent obligations and material related party transactions;
- (d) review with Management and the external auditor the REIT's accounting policies and any changes that are proposed to be made thereto, including all critical accounting policies and practices used, any alternative treatments of financial information that have been discussed with Management, the ramification of their use and the external auditor's preferred treatment and any other material communications with Management with respect thereto. Review the disclosure and impact of contingencies and the reasonableness of the provisions, reserves and estimates that may have a material impact on financial reporting.

F. General

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

6. Complaint Procedures

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

- (d) The Chair will have the power and authority to lead the review and investigation of a complaint. The Committee should retain a record of all complaints received. Corrective action may be taken when and as warranted.