



**SLATE GROCERY REIT**

**ANNUAL INFORMATION FORM**

For the Year Ended December 31, 2025

Dated February 10, 2026

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## 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, 2025, 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; uncertainty around inflationary pressures; economic slowdown; market volatility; 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; uninsured or underinsured losses; enforceability of contracts; compliance with covenants under certain agreements entered into by the REIT; 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; reliance on management; reliance on third-party services; cyber security risks; potential conflicts of interest; potential environmental liabilities; catastrophic events such as earthquakes and hurricanes; risks related to climate change; risks related to the structure of the REIT; 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.

Unless otherwise specified herein, forward-looking statements included in this Annual Information Form are made as of December 31, 2025 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 joint venture investments. 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 joint venture investments 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.

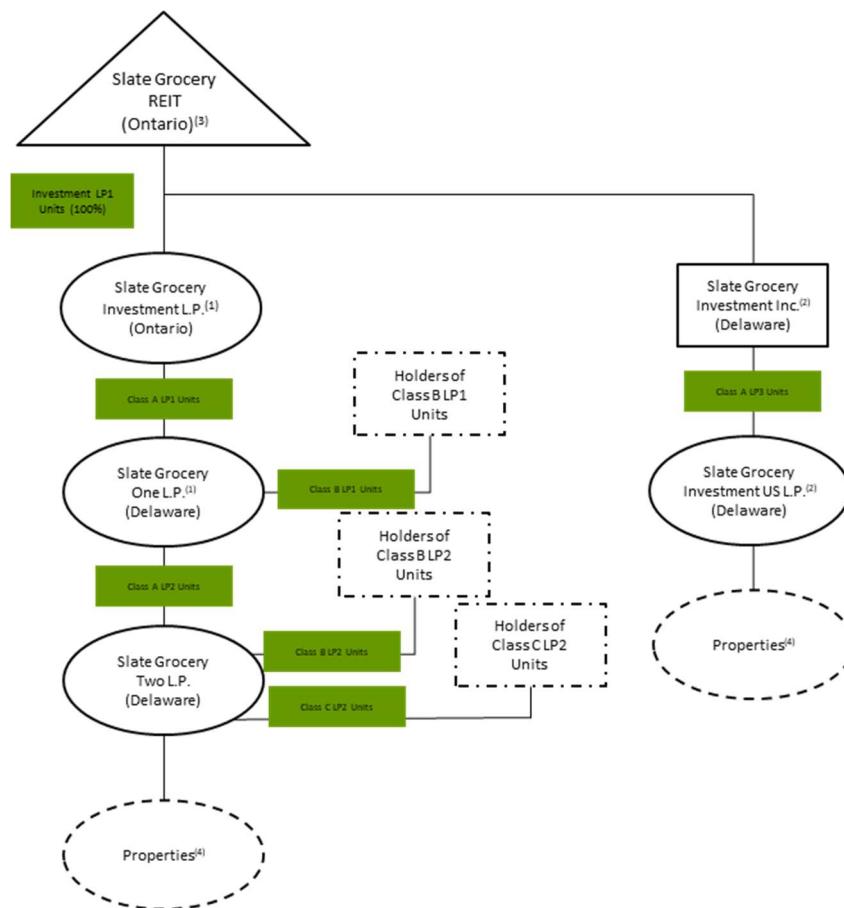
## ORGANIZATIONAL STRUCTURE

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 1600, 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 properties are owned indirectly by the REIT through various holding entities.
- (4) The REIT's properties are also held directly and indirectly through a series of limited partnerships.

*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 update of the REIT's name from "Slate Retail REIT" to "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.

In connection with its name change, the REIT changed its ticker symbols from "SRT.U" and "SRT.UN", quoted in U.S. and Canadian dollars, respectively, on the TSX 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

#### *Debt Facilities*

On October 21, 2024, the REIT refinanced its revolving credit facility and its term loan facility for an aggregate principal amount of \$275.0 million and \$225.0 million, respectively. The refinanced facilities have a maturity date of January 14, 2028.

#### *Normal Course Issuer Bid*

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 expired on January 31, 2024. A total of 1,240,200 Class U Units were repurchased pursuant to the 2023 NCIB.

On January 29, 2024, the REIT announced that it had received approval from the TSX to renew the 2023 NCIB (the renewed form being the “**2024 NCIB**”) effective as at the open of markets on February 1, 2024 to repurchase for cancellation up to 5,520,760 Class U Units, or approximately 10% of the REIT’s then-outstanding public float of Class U Units. The 2024 NCIB expired on January 31, 2025. No Class U Units were repurchased pursuant to the 2024 NCIB.

On January 29, 2025, the REIT announced that it had received approval from the TSX to renew the 2024 NCIB (the renewed form being the “**2025 NCIB**”) effective as at the open of markets on February 3, 2025 to repurchase for cancellation up to 5,516,454 Class U Units, or approximately 10% of the REIT’s then-outstanding public float of Class U Units. The 2025 NCIB expired on January 30, 2026. There were no Class U Units repurchased pursuant to the 2025 NCIB.

#### *Acquisitions and Dispositions*

On June 27, 2024, the REIT completed the disposition of Stonefield Square, located in Louisville, Kentucky, for a gross sales price of \$12.8 million.

On December 1, 2025, the REIT acquired the remaining interest in a portfolio of 10 assets, previously held by its joint venture partner, increasing its ownership in the portfolio to 100%. The remaining interest in the properties, which are located in Texas, Florida, and California, was purchased for a gross purchase price of \$13.1 million.

On December 9, 2025, the REIT completed the disposition of Flower Mound Crossing, located in Flower Mound, Texas, for a gross sales price of \$16.5 million.

#### *Appointment of Executive Officers*

On July 21, 2023, the REIT announced the resignation of Andrew Agatep and the appointment of Joseph Pleckaitis as Chief Financial Officer of the REIT, effective August 29, 2023. For more information about Joseph Pleckaitis, see “*Trustees and Executive Officers of the REIT – Executive Officer Information*”.

#### *Changes to Board of Trustees*

On May 4, 2023, the REIT announced the appointment of Christopher Chee and Mary Vitug as Trustees.

## 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 Canada. SLAM is a privately held, global alternative investment platform targeting real assets. SLAM 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. SLAM 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 over 90 professionals with dedicated acquisition, leasing, in-house legal, construction management, finance and taxation teams for its U.S., European and Canadian commercial real estate businesses. Due to its relationship with Slate Canada, the REIT does not have any of its own employees. Instead, the REIT has trustees and officers, and relies on SLAM for services it might otherwise obtain from employees. See “*Management of the REIT*”.

### Objectives

The objectives of the REIT are to: (i) provide Unitholders with stable cash distributions from a portfolio of grocery-anchored real estate properties located in the United States, (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 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.

- **Acting Creatively and Opportunistically to Drive Incremental Value.** Slate Canada believes that there is an opportunity to monetize the REIT's land and assets by densification, leasing of rooftops, parking lots and other elements of the REIT's properties.

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.

## **Responsible Investment**

### *Approach and Governance*

Responsible Investment principles are embedded in the REIT's operations. With guidance from the Global Head of Responsible Investment ("RI"), management completes an annual review of the responsible investment program, as well as a 'climate risk review', to ensure appropriate responsible investment policies and procedures are in place. This process ensures the Board of Trustees continues to have sufficient oversight over the actions being undertaken to minimize potential risks arising from Environmental, Social and Governance ("ESG") topics most relevant to the REIT's operations, stakeholders, and long-term value creation.

The REIT aligns with the broader SLAM RI policy and commitments. More details related to the REIT's Responsible Investment approach can be found in the SLAM 2024 ESG Report and SLAM Climate Strategy

Report at [www.slateam.com/responsible investment](http://www.slateam.com/responsible-investment).

### *Operational Updates*

Following the completion of an ESG materiality risk review in the previous year, the REIT continued to review and embed financially material elements within its Enterprise Risk Management (“ERM”) framework. This review aimed to ensure that the REIT’s approach to ESG risk identification and oversight remains robust, relevant, and aligned with evolving regulatory expectations. The REIT reported updates against each material risk identified to the Audit Committee as part of the quarterly ERM review, which ensured that management remained accountable to undertaking risk mitigation activities.

The REIT also includes data-sharing clauses in new and renewed lease agreements, referred to as ‘green-leases’. These leases enable the REIT to gather additional information, including emissions and water-usage data, at the property level. By monitoring these key data points, the REIT is able to prioritize mitigative actions and initiatives to reduce exposure over time, as well as to meet key RI and climate-related reporting requirements. Finally, the REIT completes an annual ESG data assurance process to ensure the accuracy and quality of data reported.

### *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, 2025, the REIT owns and operates a portfolio of 115 assets that primarily comprises grocery-anchored retail properties. The portfolio consists of 15.2 million square feet of GLA and has an occupancy rate of 94.4%. 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%	100.0%	Winn-Dixie
Bellview Plaza	Pensacola	Pensacola-Ferry Pass-Brent	82,910	98.0%	98.0%	Publix
Cordova Commons	Pensacola	Pensacola-Ferry Pass-Brent	164,343	100.0%	100.0%	The Fresh Market
Errol Plaza	Orlando	Orlando-Kissimmee-Sanford	76,582	100.0%	100.0%	Winn-Dixie
Eustis Village	Eustis	Orlando-Kissimmee-Sanford	156,927	99.1%	99.1%	Publix
Good Homes Plaza	Ocoee	Orlando-Kissimmee-Sanford	165,741	97.0%	97.0%	Publix

Property	Location	Associated MSA	Area (SF)	% of Total	Occ. %	Anchor
Oak Hill Village	Jacksonville	Jacksonville	78,492	100.0%	Publix	
Salerno Village Square	Stuart	Martin/St. Lucie	77,677	94.9%	Winn-Dixie	
Uptown Station	Fort Walton Beach	Pensacola-Ferry Pass-Brent	272,616	91.9%	Winn-Dixie	
Wedgewood Commons	Stuart	Martin/St. Lucie	168,564	98.1%	Publix	
Mission Hills Shopping Center	Naples	Naples-Marco Island	85,078	98.3%	Winn-Dixie	
Barclay Square	Largo	Tampa-St. Petersburg-Clearwater	99,054	95.5%	Walmart	
River Run	Miramar	Miami-Fort Lauderdale-West Palm Beach	93,643	98.6%	Publix	
Sheridan Square	Dania Beach	Miami-Fort Lauderdale-West Palm Beach	66,913	93.0%	Walmart Neighborhood Center	
Flamingo Falls	Pembroke Pines	Miami-Fort Lauderdale-West Palm Beach	108,385	96.1%	The Fresh Market	
Northlake Commons (FL)	Palm Beach	Miami-Fort Lauderdale-West Palm Beach	123,756	99.0%	Ross Dress for Less	
Countryside Shoppes	Naples	Naples-Marco Island	73,992	97.4%	Aldi	
Creekwood Crossing	Bradenton	North Port-Sarasota-Bradenton	235,459	78.1%	Beall's	
Skyview Plaza	Orlando	Orlando	265,370	95.2%	Presidente Supermarket	
<b>Total Florida</b>			<b>2,480,104</b>	<b>16.5%</b>		
11 Galleria	Greenville	Greenville-Anderson	60,408	91.8%	The Fresh Market	
Battleground Village	Greensboro	Greensboro-High Point	73,207	98.4%	Aldi	
Flowers Plantation	Clayton	Raleigh-Cary	53,500	100.0%	Food Lion	
Fuquay Crossing	Fuquay-Varna	Raleigh-Cary	96,638	98.8%	Harris Teeter	
Independence Square	Charlotte	Charlotte-Concord-Gastonia	190,361	90.8%	Super Global Mart	
Mooresville Consumer Square	Mooresville	Charlotte-Concord-Gastonia	272,833	97.7%	Walmart	
Mooresville Town Square	Mooresville	Charlotte-Concord-Gastonia	98,262	96.0%	Lowe's Foods	
Harper Hills Commons	Winston-Salem	Winston-Salem	96,914	97.3%	Harris Teeter	
Renaissance Square	Davidson	Charlotte-Concord-Gastonia	80,813	92.2%	Harris Teeter	
Alexander Pointe	Salisbury	Charlotte-Concord-Gastonia	57,710	100.0%	Harris Teeter	
North Summit Square	Winston-Salem	Winston-Salem	224,530	95.3%	Sam's Club	
Bells Fork Square	Greenville	Greenville-Anderson	71,666	95.7%	Harris Teeter	
Tanglewood Commons	Clemmons	Winston-Salem	78,520	94.7%	Harris Teeter	
Westin Centre	Fayetteville	Fayetteville	66,890	100.0%	Food Lion	
Fayetteville Pavilion	Fayetteville	Fayetteville	274,751	100.0%	Food Lion	
Clayton Corners	Clayton	Raleigh	125,708	95.0%	Lowe's Foods	
<b>Total North Carolina</b>			<b>1,922,711</b>	<b>12.7%</b>		
Beach Shopping Center	Peekskill	New York-Newark	204,532	86.4%	Stop & Shop	
Mid Valley Mall	Newburgh	New York-Newark	216,094	80.2%	Price Chopper	
Panorama Plaza	Penfield	Rochester	250,655	69.6%	Tops Markets	
Crossroads Centre-Orchard Park	Orchard Park	Buffalo-Niagara Falls	150,990	94.0%	Tops Markets	
Cheektowaga	Cheektowaga	Buffalo-Niagara Falls	136,517	86.9%	Tops Markets	
Amherst	Amherst	Buffalo-Niagara Falls	135,198	91.6%	Tops Markets	

Property	Location	Associated MSA	Area (SF)	% of Total	Occ. %	Anchor
Ontario	Ontario	Rochester	69,343	100.0%	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	91.9%	Tops Markets	
Culver Ridge Plaza	Irondequoit	Rochester	197,694	81.8%	Vacant	
Mahopac Village Centre	Mahopac	New York-Newark	126,379	89.1%	Acme Markets	
<b>Total New York</b>			<b>1,698,768</b>	<b>11.2%</b>		
Abbott's Village	Alpharetta	Atlanta-Sandy Springs-Alpharetta	106,568	100.0%	Publix	
Birmingham Shoppes	Milton	Atlanta-Sandy Springs-Alpharetta	82,905	96.6%	Publix	
Duluth Station	Duluth	Atlanta-Sandy Springs-Alpharetta	95,038	95.9%	Publix	
Locust Grove	Locust Grove	Atlanta-Sandy Springs-Alpharetta	89,567	100.0%	Publix	
Merchants Crossing	Newnan	Atlanta-Sandy Springs-Alpharetta	174,059	98.7%	Kroger	
Robson Crossing	Flowery Branch	Atlanta-Sandy Springs-Alpharetta	103,840	98.4%	Publix	
Midway Plaza	Loganville	Atlanta-Sandy Springs-Alpharetta	82,076	95.4%	Kroger	
Parkway Station	Warner Robins	Atlanta-Sandy Springs-Alpharetta	94,317	99.6%	Kroger	
Riverstone Plaza	Canton	Atlanta	307,661	100.0%	Publix	
<b>Total Georgia</b>			<b>1,136,031</b>	<b>7.5%</b>		
Lake Raystown Plaza	Huntingdon	Harrisburg	140,159	94.4%	Giant Food Store	
Northland Center	State College	State College	111,718	99.9%	Giant Food Store	
Norwin Town Square	North Huntingdon	Pittsburgh	141,466	87.0%	Shop n' Save	
Shops at Cedar Point	Allentown	Allentown-Bethlehem-Easton	128,303	84.0%	Weis Markets	
Summit Ridge	Mount Pleasant	Pittsburgh	240,884	92.2%	Walmart	
West Valley Marketplace	Allentown	Allentown-Bethlehem-Easton	259,207	96.7%	Walmart	
<b>Total Pennsylvania</b>			<b>1,021,737</b>	<b>6.7%</b>		
Barefoot Commons	North Myrtle Beach	Myrtle Beach-Conway-North Myrtle Beach	90,702	100.0%	Food Lion	
Dill Creek Commons	Greer	Greenville-Anderson	72,526	100.0%	Food Lion	
Dorman Centre	Spartanburg	Greenville-Anderson	388,502	98.1%	Walmart	
Little River Pavilion	North Myrtle Beach	Myrtle Beach-Conway-North Myrtle Beach	63,823	100.0%	Lowe's Foods	
North Augusta Plaza	North Augusta	Augusta-Richmond County	229,730	96.8%	Publix	
<b>Total South Carolina</b>			<b>845,283</b>	<b>5.6%</b>		
14th Street Market	Plano	Dallas-Ft Worth-Arlington	79,429	96.9%	Tom Thumb	
Cross Timbers Court	Flower Mound	Dallas-Ft Worth-Arlington	81,169	100.0%	Tom Thumb	
Park West Plaza	Grapevine	Dallas-Ft Worth-Arlington	82,977	85.5%	Tom Thumb	
The Highlands	Flower Mound	Dallas-Ft Worth-Arlington	90,946	100.0%	Tom Thumb	
Heritage Heights	Grapevine	Dallas-Ft Worth-Arlington	92,631	89.0%	Club 4 Fitness	
Hunter's Glen Crossing	Plano	Dallas-Ft Worth-Arlington	97,335	100.0%	Tom Thumb	
Alta Mesa Plaza	Fort Worth	Dallas-Ft Worth-Arlington	167,961	99.1%	Kroger	
Josey Oaks Crossing	Carrolton	Dallas-Ft Worth-Arlington	90,208	100.0%	Tom Thumb	
<b>Total Texas</b>			<b>782,656</b>	<b>5.2%</b>		
East Little Creek	Norfolk	Virginia Beach-Norfolk-Newport News	—	0.0%	Vacant	

Property	Location	Associated MSA	Area (SF)	% of Total	Occ. %	Anchor
Bermuda Crossroads	Chester	Richmond	122,566	88.3%	Food Lion	
Gainsborough Square	Chesapeake	Virginia Beach-Norfolk-Newport News	88,862	87.7%	Food Lion	
Indian Lakes Crossings	Virginia Beach	Virginia Beach-Norfolk-Newport News	64,973	100.0%	Harris Teeter	
Smithfield Shopping Plaza	Smithfield	Virginia Beach-Norfolk-Newport News	134,664	91.4%	Kroger	
Apple Blossom Corners	Winchester	Winchester-Frederick	243,061	99.5%	Martin's	
<b>Total Virginia</b>			<b>654,126</b>	<b>4.3%</b>		
East Brainerd Mall	Brainerd	Minneapolis-St Paul	193,689	91.6%	Cub Foods	
Mapleridge Center	Maplewood	Minneapolis-St Paul	118,828	88.6%	Hy-Vee	
North Branch Marketplace	North Branch	Minneapolis-St Paul	72,895	94.2%	County Market	
Phalen Retail Center	St Paul	Minneapolis-St Paul	73,678	95.9%	Cub Foods	
Plymouth Station	Plymouth	Minneapolis-St Paul	113,857	95.3%	Hy-Vee	
<b>Total Minnesota</b>			<b>572,947</b>	<b>3.8%</b>		
Hocking Valley Mall	Lancaster	Columbus-Marion-Zanesville	181,464	97.1%	Kroger	
Chillicothe Place	Chillicothe	Columbus-Marion-Zanesville	213,083	100.0%	Kroger	
Mulberry Square	Milford	Cincinnati	162,462	90.6%	Kroger	
<b>Total Ohio</b>			<b>557,009</b>	<b>3.7%</b>		
Highland Square	Crossville	Nashville-Davidson-Murfreesboro-Franklin	179,732	95.6%	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	
<b>Total Tennessee</b>			<b>526,641</b>	<b>3.4%</b>		
Cambridge Crossings	Troy	Detroit-Warren-Dearborn	238,980	96.3%	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	97.3%	Kroger	
<b>Total Michigan</b>			<b>510,892</b>	<b>3.4%</b>		
Glidden Crossing	DeKalb	Chicago-Naperville-Elgin	98,683	94.4%	Schnucks	
North Lake Commons	Lake Zurich	Chicago-Naperville-Elgin	121,099	96.1%	Jewel-Osco	
Prairie Point	Aurora	Chicago-Naperville-Elgin	91,535	100.0%	Mariano's	
Plaza St. Clair	Fairview Heights	St. Louis	97,685	84.7%	Schnucks	
<b>Total Illinois</b>			<b>409,002</b>	<b>2.7%</b>		
Charles Town Plaza	Charles Town	Washington-Baltimore	211,788	99.2%	Walmart	
Eastpointe Shopping Center	Clarksburg	Morgantown	181,016	93.5%	Kroger	
<b>Total West Virginia</b>			<b>392,804</b>	<b>2.6%</b>		
Riverdale Shops	West Springfield	Springfield	273,532	98.5%	Stop & Shop	
<b>Total Massachusetts</b>			<b>273,532</b>	<b>1.8%</b>		
Southgate Crossing	Minot	Minot	159,780	78.4%	Cash Wise	
Watford Plaza	Watford City	Williston	101,798	95.1%	Cash Wise	
<b>Total North Dakota</b>			<b>261,578</b>	<b>1.7%</b>		
Crossroads Shopping Center	Schererville	Chicago-Naperville-Elgin	129,314	94.9%	Strack & Van Til	

Property	Location	Associated MSA	Area (SF)	% of Total	Occ. %	Anchor
Glenlake Plaza	Indianapolis	Indianapolis-Carmel-Anderson	104,679	90.1%	Kroger	
<b>Total Indiana</b>			<b>233,993</b>	<b>1.5%</b>		
Pine Creek Shopping Center	Grass Valley	Sacramento-Roseville	216,525	97.7%	Raley's	
<b>Total California</b>			<b>216,525</b>	<b>1.4%</b>		
Centerplace of Greeley	Greeley	Greeley	151,548	99.0%	Safeway	
<b>Total Colorado</b>			<b>151,548</b>	<b>1.0%</b>		
Derry Meadows Shoppes	Derry	Manchester-Nashua	151,947	95.1%	Hannaford Brothers	
<b>Total New Hampshire</b>			<b>151,947</b>	<b>1.0%</b>		
Taylorsville Town Center	Taylorsville	Salt Lake City	127,507	88.0%	Macey's Inc	
<b>Total Utah</b>			<b>127,507</b>	<b>0.8%</b>		
Forest Plaza	Fond du Lac	Fond du Lac	123,118	85.7%	Pick 'n Save	
<b>Total Wisconsin</b>			<b>123,118</b>	<b>0.8%</b>		
Stone House Square	Hagerstown	Washington-Baltimore	112,673	94.6%	Weis Markets	
<b>Total Maryland</b>			<b>112,673</b>	<b>0.7%</b>		
<b>Total / WA</b>			<b>15,163,132</b>	<b>100.0%</b>	<b>94.4%</b>	

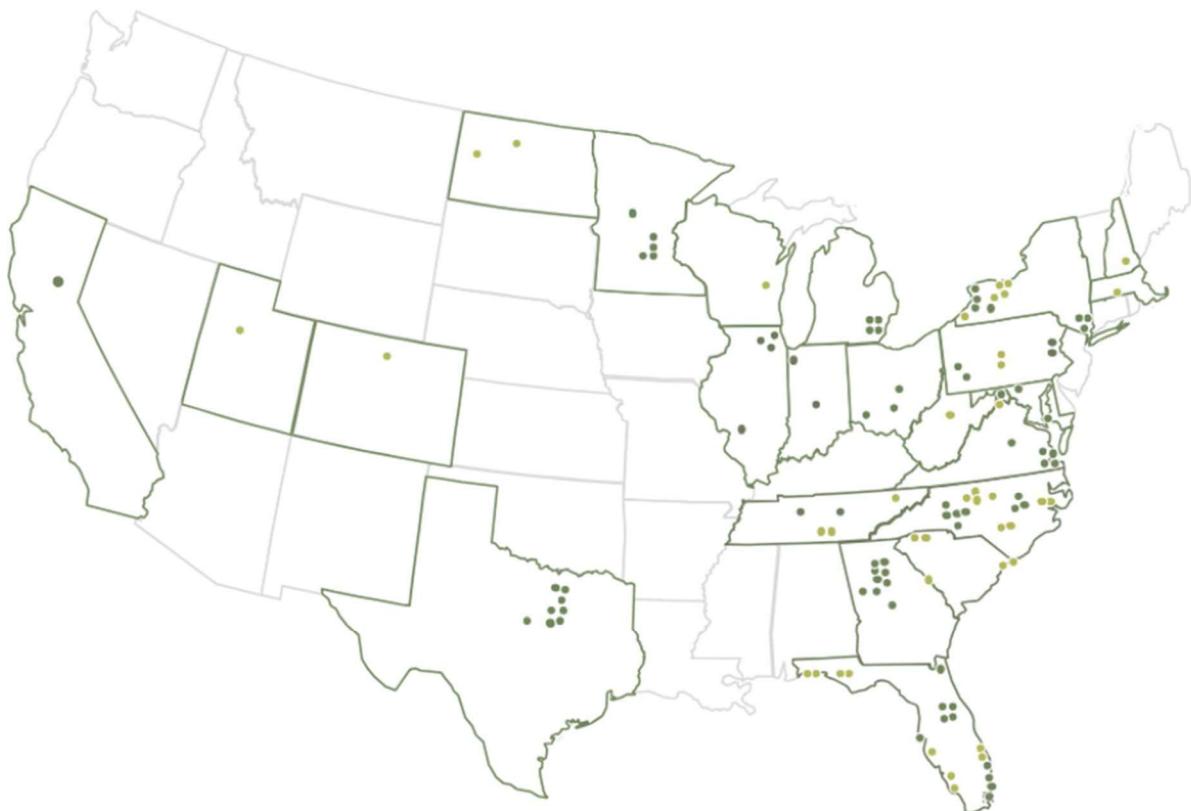
### Geographic Diversification

The REIT's portfolio is geographically diversified. As of December 31, 2025, the REIT's 115 properties were located across 23 states with a presence in 23 of the top 50 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	2,480,104	2,359,160	19.0%	95.1%
North Carolina	16	1,922,711	1,854,805	12.9%	96.5%
New York	12	1,698,768	1,452,359	11.3%	85.5%
Georgia	9	1,136,031	1,121,349	7.6%	98.7%
Pennsylvania	6	1,021,737	947,705	5.7%	92.8%
Texas	8	782,656	756,483	5.3%	96.7%
South Carolina	5	845,283	830,450	5.2%	98.2%
Virginia	6	654,126	616,068	4.5%	94.2%
Minnesota	5	572,947	530,525	3.3%	92.6%
Michigan	4	510,892	494,346	3.0%	96.8%
Illinois	4	409,002	383,854	2.5%	93.9%
Massachusetts	1	273,532	269,532	2.5%	98.5%
Ohio	3	557,009	536,356	2.4%	96.3%
Tennessee	5	526,641	518,721	2.4%	98.5%
North Dakota	2	261,578	222,122	2.0%	84.9%
West Virginia	2	392,804	379,383	1.9%	96.6%
Colorado	1	151,548	150,060	1.5%	99.0%
Indiana	2	233,993	217,047	1.5%	92.8%
California	1	216,525	211,601	1.7%	97.7%

State	Number of Assets	Total SF	Occupied SF	Percentage of revenue	Occupancy
Maryland	1	112,673	106,597	1.1%	94.6%
New Hampshire	1	151,947	144,429	1.0%	95.1%
Utah	1	127,507	112,264	0.9%	88.0%
Wisconsin	1	123,118	105,458	0.8%	85.7%
<b>Total <sup>1</sup></b>	<b>115</b>	<b>15,163,132</b>	<b>14,320,674</b>	<b>100.0%</b>	<b>94.4%</b>

<sup>1</sup> Includes the REIT's share of joint venture investments.



#### Legend

- Asset
- Presence in 23 of the top 50 U.S. Metropolitan Statistical Areas ("MSA's")

## 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	—	—	—	314,960	2.1%	\$16.21	314,960	2.1%	\$16.21
2026	469,465	3.1%	\$10.74	794,074	5.2%	\$16.98	1,263,539	8.3%	\$14.66
2027	817,468	5.4%	\$8.78	1,071,442	7.1%	\$16.29	1,888,910	12.5%	\$13.04
2028	1,297,897	8.5%	\$9.42	1,366,003	9.0%	\$16.05	2,663,900	17.6%	\$12.82
2029	1,559,430	10.3%	\$8.12	1,236,284	8.2%	\$16.74	2,795,714	18.5%	\$11.93
2030	780,088	5.1%	\$9.18	958,431	6.3%	\$16.18	1,738,519	11.4%	\$13.04
2031+	1,693,959	11.2%	\$8.93	1,961,173	12.9%	\$15.57	3,655,132	24.0%	\$12.49
Vacant	—	—	n/a	842,458	5.6%	n/a	842,458	5.6%	n/a
Total / weighted average <sup>1</sup>	6,618,307	43.6%	\$ 8.98	8,544,825	56.4%	\$ 16.19	15,163,132	100.0%	\$ 12.86

<sup>1</sup> Includes the REIT's share of joint venture investments.

The REIT's properties have an overall weighted occupancy of approximately 94.4%, with a weighted average remaining lease term of 4.3 years. No more than 19% of the leased GLA expires in any given year from 2026 to 2030.

## Tenant Mix

The tenant base in the REIT's properties is geographically well diversified, with many tenants having large national or multinational footprints. 95.7% of the REIT's portfolio comprises grocery-anchored real estate, 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 44.6% of the REIT's properties' total GLA across 147 stores in total. The fifteen largest tenants account for 33.3% 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	24	9.3%	\$10,693	5.8%
Walmart, Inc.	Wal-Mart, Sams Club	Y	10	9.1%	\$9,275	5.0%
Ahold Delhaize	Stop & Shop, GIANT, Food Lion, Hannaford	Y	12	3.9%	\$7,846	4.2%
Publix Super Markets, Inc.	Publix	Y	13	3.9%	\$5,307	2.9%
Albertsons	Jewel Osco, Acme, Tom Thumb, Safeway	Y	9	3.7%	\$4,902	2.6%
Tops Friendly Markets	Tops Markets	Y	8	3.0%	\$4,431	2.4%
Dollar Tree, Inc.	Dollar Tree	N	22	1.4%	\$2,540	1.4%
Ross Stores, Inc.	Ross Dress for Less, dd's Discounts	N	8	1.5%	\$2,485	1.3%
Beall's, Inc.	Beall's, Burke's	N	8	1.9%	\$2,475	1.3%

Parent company	Store brands	Grocery	Stores	% GLA	Base rent	% Base rent
Planet Fitness	Planet Fitness	N	10	1.2%	\$2,231	1.2%
TJX Companies	Marshalls, T.J. Maxx, HomeGoods	N	8	1.4%	\$2,160	1.2%
Coborn's, Inc.	Cash Wise	Y	2	0.8%	\$2,098	1.1%
ALDI Einkauf GmbH & Co. oHG	Aldi, Winn Dixie	Y	7	1.5%	\$2,024	1.1%
Alex Lee Inc.	Lowe's Foods	Y	3	0.9%	\$1,684	0.9%
Kohl's	Kohl's	N	3	1.1%	\$1,575	0.9%
<b>Total <sup>1</sup></b>			<b>147</b>	<b>44.6%</b>	<b>\$61,726</b>	<b>33.3%</b>

<sup>1</sup> 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 414,000 employees and approximately \$150 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, City Center Plaza, Hocking Valley Mall, Merchants Crossing, Mulberry Square, 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, Parkway Station, Chillicothe Place, Midway Plaza and Prairie Point (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 over 10,800 retail units under 46 banners throughout 19 countries. Walmart employs 2.1 million sales associates worldwide and has annual revenues of over \$680 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 72 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 \$57.5 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, Fayetteville Pavilion, Riverdale Shops, 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 1,430 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 \$60 billion and approximately 260,000 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 35 states and the District of Columbia. Albertsons is one of the largest retail employers in the United States, providing approximately 280,000 jobs and is currently listed on the New York Stock Exchange (NYSE: ACI). Albertsons operates retail locations in the following properties: Josey Oaks Crossing, 14<sup>th</sup> Street Market, Park West Plaza, Cross Timbers Court, The Highlands, Hunter's Glen Crossing, North Lake Commons, Mahopac Village Centre, and Centerplace of Greeley.

*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 152 full-service supermarkets along with 58 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 9,000 stores in conveniently located shopping centers and malls throughout 48 states in the United States and 7 Canadian provinces. Dollar Tree is an American discount variety store that has over 211,826 employees and more than \$30 billion in annual revenue. Dollar Tree is listed on the NASDAQ (NASDAQ: DLTR) and operates multi price point variety chains. 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, Amherst, Cheektowaga, Beach Shopping Center, Culver Ridge Plaza, Mid Valley Mall, Panorama Plaza, Pine Creek Shopping Center, Creekwood Crossing, Ontario, East Brainerd Mall, Jamestown, Sheridan Square, Fayetteville Pavilion and Riverdale Shops.

*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 over 1,900 stores across 44 states, the District of Columbia, Guam and Puerto Rico. 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.

#### *Beall's, Inc.*

Beall's Inc ("Bealls"). 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 660 stores across 22 states under the names Bealls, Burkes, Bealls Outlet and Home Centric and is the employer of over 15,000 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.

#### *Planet Fitness*

Planet Fitness, Inc. ("Planet Fitness") is a franchiser, equipment owner, and operator of over 2,700 fitness centers across the United States and is headquartered in Hampton, New Hampshire. Planet Fitness is listed on the New York Stock Exchange (NYSE: PLNT) and reported 2024 sales of approximately \$1.2 billion. Planet Fitness operates retail locations in the following properties: Forest Plaza, Norwin Town Square, Mid Valley Mall, Mulberry Square, Beach Shopping Center, Mahopac Village Centre, Errol Plaza, Oak Hill Village, Panorama Plaza, and Highland Square.

#### *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 over 5,000 discount stores in nine countries, with annual sales in excess of \$56 billion and approximately 364,000 employees. TJX operates retail locations in the following properties: Dorman Centre, 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 77 stores across Minnesota, North Dakota, South Dakota, Wisconsin, Michigan, and Illinois under the Coborn's, Cash Wise Foods, Marketplace Foods, Hornbacher's, Tadych's Marketplace Foods and Sullivan's Foods 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.

#### *ALDI Einkauf GmbH & Co. oHG*

ALDI Einkauf GmbH & Co. oHG ("ALDI") is a leading global discount supermarket chain founded in Germany in 1961 known for its "no-frills" model, high-quality brands and low prices. Operating over 7,000 food stores in 11 countries, ALDI employs more than 180,000 people. In the U.S., ALDI operates over 2,600 stores across the United States and is headquartered in Batavia, Illinois. ALDI operates retail locations at 98 Palms, Battleground Village, Canton Shopping Center, Countryside Shoppes, Errol Plaza, and Uptown Station.

#### *Alex Lee, Inc.*

Headquartered in Hickory, North Carolina and founded in 1931, Alex Lee, Inc. is a privately held business with four operating companies: Merchants Distributors, Lowes Foods, LLC ("Lowes Foods"), Souto Foods and W. Lee Flowers. Lowes Foods is a grocery store chain based in Winston-Salem, North Carolina, with nearly 90 full-service supermarkets in North Carolina, South Carolina and Georgia. Lowes Foods operates retail locations in the following properties: Little River Pavilion, Mooresville Town Square and Clayton Corners.

### *Kohl's Corporation*

Headquartered in Menomonee Falls, Wisconsin and founded in 1988, Kohl's Corporation ("Kohl's") is a major American omnichannel retailer, offering apparel, home goods and beauty products, with annual revenues of more than \$16 billion. Kohl's is listed in the NYSE (NYSE: KSS) and serves millions of families in its more than 1,100 stores across 49 states. Kohl's operates retail locations in the following three properties: Apple Blossom Corners, Riverdale Shops and 11 Galleria.

## **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 [grocery-]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**").

#### *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 was not permitted to transfer any of its Class A LP1 Units, and (ii) Investment LP1 was not 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 generally require the consent of the REIT, acting reasonably. As of the date hereof, the LP1 Lock-Up Period has expired.

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 Investment LP1 (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 Investment LP1. 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 of its shares are held by the REIT. SGII holds approximately 81.63% of the outstanding Class A LP3 Units in Limited Partnership 3.

### **Slate Grocery Investment US GP LLC**

Slate Grocery Investment US GP LLC (the “**SGI 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.

#### *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 was not permitted to transfer any of its Class A LP3 Units, and (ii) SGII was not 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 generally require the consent of the REIT, acting reasonably. As of the date hereof, the LP3 Lock-Up Period has expired.

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.

During 2025, (i) the equity interests in GAR B were transferred by the REIT to Investment LP1 and (ii) GAR B was substantially wound-up and liquidated into Investment LP1.

### **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, 2025:

	<b>Maturity</b>	<b>Term to Maturity (Years)</b>	<b>Interest Rate</b>	<b>Carrying Amount (December 31, 2025)</b>	<b>Carrying Amount (December 31, 2024)</b>
Revolver	Jan. 14, 2028	2.0	5.4%	\$262,697	\$217,332
Term Loan	Jul. 15, 2027	1.5	5.3%	273,241	272,158
Term Loan 2	Jan. 14, 2028	2.0	5.3%	223,121	222,219
Mortgage	Jan. 11 2026	0.0	4.6%	70,285	82,259
Mortgage	Apr. 11, 2027	1.3	6.1%	16,103	—
Mortgage	Dec. 1, 2029	3.9	6.4%	96,532	95,497
Mortgage	Jan. 1, 2030	4.0	5.5%	32,124	32,422
Mortgage	Mar. 18, 2030	4.2	3.5%	72,719	74,438
Mortgage	Jun. 4, 2030	4.4 <sup>(1)</sup>	5.4%	38,514	30,955
Mortgage	Aug. 7, 2030	4.6	5.3%	8,837	7,712
Mortgage	Jan. 1, 2031	5.0	5.5%	4,089	4,766
Mortgage	May 1, 2031	5.3	3.8%	151,260	154,530

	Maturity	Term to Maturity (Years)	Interest Rate	Carrying Amount (December 31, 2025)	Carrying Amount (December 31, 2024)
Mortgage	Feb. 1, 2033	7.1	5.5%	53,934	54,626
<b>Total / Weighted Average</b>		<b>2.8<sup>(1),(3)</sup></b>	<b>5.0%<sup>(2),(3)</sup></b>	<b>\$1,303,456</b>	<b>\$1,248,914</b>

**Note:**

- (1) Maturity date excludes two 12-month extension options exercisable at the REIT's option.
- (2) The weighted average interest rate includes the impact of pay-fixed receive-float swaps and debt held in its joint ventures.
- (3) Figures represent weighted averages.

## FINANCINGS

On February 1, 2023, the REIT entered into a \$56.0 million mortgage loan at 5.50% for a 10-year term with a 30-year amortization. The net proceeds from the mortgage were used to paydown one of the REIT's term loans.

On October 21, 2024, the REIT refinanced its revolving credit facility (the “**Revolver**”) and its term loan facility (the “**Term Loan 2**”; collectively, the “**Facility**”) for an aggregate principal amount of \$275.0 million and \$225.0 million, respectively. The Facility has a maturity date of January 14, 2028, and pays interest of one- month SOFR plus an applicable spread based on a consolidated leverage ratio. At the time of refinancing, the applicable spreads for the Revolver and Term Loan 2 were 175 bps and 165 bps, respectively.

On November 20, 2024, the REIT entered into a \$100.5 million mortgage, secured by a portfolio of ten properties, bearing interest at 6.40% and maturing on December 1, 2029. The proceeds of the mortgage were used to repay the existing mortgage on the portfolio. In connection with the repayment, the REIT removed one property from the existing secured portfolio.

On December 13, 2024, the REIT entered into a \$33.0 million mortgage, which is secured by two properties, bearing interest at 5.51% and maturing on January 1, 2030. The proceeds of the mortgage were used to repay the existing mortgage on the portfolio. In connection with the repayment, the REIT transferred one property in the existing portfolio to the Revolver and term loans pool.

On April 11, 2025, the REIT entered into a mortgage for a total facility amount of \$17.4 million, of which \$11.6 million was advanced upon closing on a gross basis. The mortgage, secured by one property, bears interest at daily SOFR plus 220 bps and matures on April 11, 2027.

On June 5, 2025, the REIT entered into a \$39.3 million mortgage, secured by four properties, bearing interest at one-month SOFR plus an applicable spread of 175 bps and maturing on June 4, 2030, with two twelve-month extension options available.

On August 8, 2025, the REIT entered into a \$9.0 million mortgage, secured by one property, bearing interest at one-month SOFR plus an applicable spread of 165 bps and maturing on August 7, 2030.

On December 1, 2025, in connection with the purchase of the remaining 10% of the Tom Thumb joint venture, the REIT recorded a \$81.5 million loan bearing interest at 4.61% and maturing on January 11, 2026.

## INTEREST RATE SWAPS

On May 18, 2023, the REIT entered into a forward pay-fixed, receive-float interest rate swap, for an aggregate of \$175 million, to hedge the cash flow risk associated with monthly SOFR based interest payments, effective August 22, 2023. The interest rate swap has a fixed rate of 3.465% and matures on August 22, 2028.

On May 18, 2023, the REIT amended its \$137.5 million interest rate swap with a pay-fixed rate of 3.615%

to add a one-time cancellation option on July 24, 2024 in favour of the REIT's counterparty.

On November 15, 2023, the REIT amended the \$137.5 million interest rate swap with a pay-fixed rate of 3.615% and maturity date of July 22, 2027. The one-time cancellation option that was in-place prior to the amendment was removed.

On June 5, 2025, the REIT entered into a \$39.3 million pay-fixed, receive-float interest swap contract to hedge the cash flow risk associated with a \$39.3 million portfolio refinancing and its monthly SOFR-based interest payments. The interest rate swap has a fixed rate of 3.738% and matures on June 1, 2030.

On July 1, 2025, the REIT amended its \$137.5 million interest rate swap with a pay-fixed rate of 2.400% and a maturity date of July 22, 2027. The amendment adjusted the pay-fixed rate to 3.438% and removed a one-time cancellation option that was exercisable on July 24, 2025. There were no changes to the swap's notional amount.

On July 1, 2025, the REIT amended its \$175.0 million interest rate swap with a pay-fixed rate of 2.822% and a maturity date of August 22, 2025. The amendment adjusted the pay-fixed rate to 3.355% and the maturity to August 22, 2028. There were no changes to the swap's notional amount.

On August 8, 2025, the REIT entered into a \$9.0 million pay-fixed, receive-float interest swap contract to hedge the cash flow risk associated with a \$9.0 million asset refinancing and its monthly SOFR-based interest payments. The interest rate swap has a fixed rate of 3.540% and matures on August 1, 2028.

Currently, 88.1% of the REIT's debt is subject to fixed interest rates on a consolidated basis. The REIT's interest rate swaps are classified as a financial liability with a fair market value of (\$2.7 million) and weighted average remaining term of 2.3 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.

#### *Adverse Global Market, Economic and Political Conditions*

Adverse Canadian, U.S. and global market, economic and political conditions, including dislocations and volatility in the credit markets and general global economic uncertainty, unexpected or ongoing geopolitical events, including disputes between nations, war, terrorism or other acts of violence, could have a material adverse effect on our business, results of operations and financial condition with the potential to impact, among others: (i) the value of the REIT's properties; (ii) the availability or the terms of financing that the REIT has or may anticipate utilizing; (iii) the REIT's ability to make principal and interest payments on, or refinance, any outstanding debt when due; (iv) the occupancy rates in the REIT's properties; and (v) the ability of the REIT's tenants to enter into new leasing transactions or to satisfy rental payments under existing leases.

The imposition of duties, tariffs and other trade restrictions (including any retaliation to such measures) could result in increased costs of supplies, slow economic growth and could materially impact the business of the REIT's tenants and their ability to make lease payments and renew leases. Trade barriers or the disruptions caused by the threat of, the potential or actual imposition of, and increases in the rate or scope of, such duties, tariffs and other trade restrictions or other similar measures (and any retaliatory measures) could adversely impact the profitability of our business, financial condition and results of operations and the price and market value of the Units. The eventuality, timing, rates and details of any tariffs or nontariff actions are uncertain and the ultimate effects of any retaliatory tariffs or other actions are difficult to assess at this time. The REIT cannot predict whether we will be able to avoid or mitigate the impact of these changes. Even if temporary, these risks, along with any other taxes or other trade barriers, could have a material adverse effect on the REIT's business, results of operations and financial condition and those of its tenants. The long-term impact of such measures on the profitability of our business, financial condition and results of operations is not possible to predict, but could be significant and may increase the likelihood and intensity of these risks and other risks discussed in this AIF. These risks could have a material adverse effect on the REIT's business, results of operations and financial condition and those of its tenants.

Continued concerns about the uncertainty over whether the economy will be adversely affected by geopolitical events may contribute to increased market volatility and weakened business and consumer confidence. The occurrence of war or hostilities between countries or threat of terrorist activities and the responses to and results of these activities, could adversely impact the REIT, its tenants, occupancy rates of the REIT's properties, the financial markets and general economic conditions. Any of the above factors, including sanctions and other governmental actions, could affect the financial condition of our tenants and may have a material adverse effect on our business, financial condition, cash flows and results of operations and could cause the market value of the Units to decline.

#### *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.

#### *Restrictive Covenants on Indebtedness*

The REIT's credit facilities contain covenants, certain of which require it to maintain certain financial ratios on a consolidated basis and to meet certain conditions. If the REIT does not maintain such ratios or fails to meet such conditions, its ability to make distributions, to obtain additional debt financing, and to react to changes in economic or industry conditions could be adversely impacted. Failure to maintain prescribed financial ratios and to meet required conditions could result in an event of default which if not cured or waived, could result in an acceleration of debt. If any of the REIT's indebtedness was to be accelerated it may be unable to repay the indebtedness in full and distributions may be suspended.

The Declaration of Trust and investment guidelines provide additional restrictive covenants on the REIT's indebtedness that may limit management's discretion respecting certain business matters, including incurring additional indebtedness, guaranteeing indebtedness or liabilities and paying cash distributions.

### *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. 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.

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.

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 and executive officers will, from time to time, in their individual capacities, deal with parties or Persons with whom the REIT may be dealing or may be seeking investments similar to those desired by the REIT. This includes certain Trustees and executive officers who sit as directors and officers of other parties or Persons. The interest of these parties or 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. See "*Conflicts of Interest*". Conflicts may exist due to the fact that certain Trustees and executive officers 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 carries 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 holds 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.

As a general matter, the REIT carries title insurance on its properties but will not necessarily carry title insurance for all of its real estate assets. If a title defect is identified on any of the REIT's properties where no title insurance is held or a loss exceeds the title insurance policy limits, the REIT could lose all or part of its investment in, and anticipated profits and cash flows from the affected property.

#### *Reliance on Key Personnel*

The management and governance of the REIT depends on the services of certain key personnel, including officers of Slate Canada, management 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.

#### *Contract Enforceability*

From time to time, the REIT may enter into contracts with third parties in the ordinary course of its business. These contracts may include representations and warranties in favour of the REIT respecting certain matters including indemnities. If there is a breach of such representations and warranties or if there is a circumstance whereby such third party would be in a position to indemnify the REIT, there can be no assurance that the REIT will be fully protected. The REIT may be unsuccessful in enforcing an indemnity contained in an agreement with a third party or the indemnity may be insufficient to fully indemnify the REIT from claims made by a third party. The REIT may also become subject to material undisclosed liability to third parties. In such circumstances, the REIT's financial condition and results of operation could be negatively impacted and the amount of cash available for distribution to Unitholders may decrease.

#### *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. Given the REIT's properties are located in 23 states across the United States, a number of the REIT's properties could experience any of the same conditions at the same time. If real estate conditions within specific states and/or the rest of the United States decline relative to real estate conditions in other countries, the value of the REIT's properties may decline and the REIT may be more adversely affected compared to entities with a portfolio of properties that is more geographically diverse than the REIT's. As a result, 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, 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. Advances in computing capabilities, new cyber-attack techniques, and emerging technologies, including artificial intelligence, also continue to increase the frequency, sophistication and potential impact of cybersecurity threats to the REIT and its 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 information technology 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.

The REIT depends on information technology systems for its day-to-day operations. If the REIT does not allocate and effectively manage the resources necessary to build and sustain reliable information technology 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*

'Climate Risk' is defined as the potential risk associated with climate change that may impact the REIT financially, and is categorized into 'physical risks' and 'transition risks'. Physical risks are defined as acute events, such as flooding or wildfires, and chronic events, such as the rise of sea-level. Transition risks are defined as policy, technology or market changes in the shift to a low-carbon economy.

The REIT may be exposed to potential increasing severity and/or frequency of physical risks arising from climate change, including natural disasters and severe weather, such as storms, flooding, hurricanes, blizzards, rising temperatures, and rising sea-levels. These events may result in damage to the REIT's properties, as well as disruption to its tenants' operations, 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 the 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 more frequent or severe natural disasters and weather events in the future.

Relating to transition risks, the REIT's ability to access critical data for informed decision-making and compliance with sustainability, climate-related, and Building Performance Standard disclosures may be affected by the nature of leasing agreements. If tenants are unwilling to include data-sharing provisions, such as 'green clauses', in their lease agreements, this could hinder the REIT's capacity to assess and report on portfolio- or asset-level regulatory requirements.

In addition, where data-sharing clauses are agreed upon, the REIT may encounter challenges in obtaining accurate and timely data from tenants. Without the implementation of robust systems for data collection and management, there is a risk of delays in processing the necessary information to meet climate-related reporting obligations. Failure to address these challenges could expose the REIT to compliance risks and associated reputational, regulatory, and financial impacts.

The REIT may, in the future, be subject to mandatory climate-related disclosure requirements at both the corporate and asset levels, which may necessitate additional reporting and performance upgrades. Non-compliance with these disclosures and performance requirements could result in reputational damage, regulatory penalties, and/or unforeseen financial costs associated with achieving and maintaining compliance. Proactive measures and investments may be required to mitigate these risks and align with evolving regulatory expectations.

## **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 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 laws. 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 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 (and its Subsidiaries) 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. If the REIT experiences a LRE (i) it will be deemed to have a year-end for tax purposes (which could result in an unscheduled distribution of the REIT's net income and net realized capital gains at such time to Unitholders so that the REIT is not liable for income tax on such amounts under Part I of the Tax Act), and (ii) it will become subject to the loss restriction rules generally applicable to a corporation that experiences an acquisition of control, including a deemed realization of any unrealized capital losses and restrictions on its ability to carry forward losses.

### *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*

The Tax Act contains rules (the "**EIFEL Rules**") that, where applicable, limit the deductibility of net interest and other financing expenses by an entity (other than an excluded entity) to the extent that such expenses exceed a fixed ratio (30% for tax years beginning on or after January 1, 2024) of the entity's tax EBITDA (earnings before interest, tax, depreciation and amortization, determined using tax concepts). The EIFEL Rules generally apply to net interest and other financing expenses incurred by a corporation or a trust (whether directly or through a partnership). The EIFEL Rules could cause the income of the REIT for Canadian income tax purposes to 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. Such 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. The EIFEL Rules are complex. 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 were or are Subject to U.S. Tax*

Each of Investment LP1 and GAR B (prior to restructuring that occurred in 2025)<sup>1</sup> is or has been subject to U.S. federal income tax as a "foreign" corporation engaged in a U.S. trade or business, and each has 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 and SGII 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 each of Investment LP1 and SGII 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. The "One Big Beautiful Bill Act", which was signed into U.S. law on July 4, 2025, amended section 163(j) to define "adjusted taxable income" more broadly as earnings before interest, taxes, depreciation and amortization. This amendment is effective for

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<sup>1</sup>GAR B ceased having the status of a "foreign corporation" for U.S. tax purposes and became a "disregarded entity" for U.S. tax purposes as at the end of 2025 due to an internal restructuring that occurred in 2025. However, the U.S. tax risks discussed herein should be read as also being applicable to GAR B while it was considered a "foreign corporation" under U.S. tax rules.

tax years beginning after December 31, 2025; therefore, it does not impact the Code section 163(j) rules as applicable (if at all) to Investment LP1 or SGII for the 2025 tax year. Any disallowed interest expense under Code section 163(j) 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 and SGII through their subsidiary entities as an “electing real property trade or business” and, therefore, Investment LP1 and SGII 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 and SGII Notes or any related party debt 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 any 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 Investment LP1 or SGII 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 related party debt may be characterized as equity distributions subject to U.S. federal withholding tax. Any of these results could increase the U.S. federal income tax liability of Investment LP1 or SGII. Such an increase in either of those entity's U.S. tax liability could adversely affect Investment LP1's or SGII'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 or SGII, 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 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 or SGII, the IRS or an applicable taxing authority were to successfully challenge a U.S. tax position taken by Investment LP1 or SGII, the REIT, Investment LP1, SGII (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 (2025)	SGR.UN High (C\$)	SGR.UN Low (C\$)	SGR.UN Volume
January	14.34	13.01	2,388,006
February	14.66	12.94	2,030,931
March	14.42	13.76	2,006,323
April	14.59	12.38	2,645,473
May	15.04	13.88	1,927,167
June	14.95	14.19	1,602,495
July	14.61	14.03	1,701,709
August	14.57	13.92	2,049,596
September	14.89	14.00	2,758,134
October	15.31	14.30	2,859,271
November	15.35	14.36	2,564,509
December	15.38	14.67	2,158,450

Month (2025)	SGR.U High (US\$)	SGR.U Low (US\$)	SGR.U Volume
January	9.95	9.24	7,014
February	10.51	8.00	13,282
March	10.01	9.62	14,877
April	10.14	8.84	24,846
May	11.03	10.10	17,896
June	10.99	10.43	19,666
July	10.63	10.25	16,434
August	10.55	10.13	17,643
September	10.76	10.15	43,858
October	10.93	10.30	31,097
November	10.93	10.23	21,205
December	11.28	10.25	21,298

## 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.

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, and Class B LP2 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 monthly 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, 2023 to December 31, 2025:

<b>Class of Units</b>	<b>Date of Payment</b>	<b>Amount of Distribution</b>
Class U Units	January 16, 2023 – December 15, 2023	US\$0.07200
Class A Units	January 16, 2023 – December 15, 2023	US\$0.07200
Class I Units	January 16, 2023 – December 15, 2023	US\$0.07200
Units of Subsidiaries that are exchangeable into Class U Units	January 16, 2023 – December 15, 2023	US\$0.07200
Class U Units	January 15, 2024 – December 16, 2024	US\$0.07200
Class A Units	January 15, 2024 – December 16, 2024	US\$0.07200
Class I Units	January 15, 2024 – December 16, 2024	US\$0.07200
Units of Subsidiaries that are exchangeable into Class U Units	January 15, 2024 – December 16, 2024	US\$0.07200
Class U Units	January 15, 2025 – December 15, 2025	US\$0.07200
Class A Units	January 15, 2025 – December 15, 2025	US\$0.07200

Class of Units	Date of Payment	Amount of Distribution
Class I Units	January 15, 2025 – December 15, 2025	US\$0.07200
Units of Subsidiaries that are exchangeable into Class U Units	January 15, 2025 – December 15, 2025	US\$0.07200

## 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, 2025
Slate Grocery REIT Class A	103,779 (equivalent to 103,779 Class U Units)
Slate Grocery REIT Class I	10,454 (equivalent to 10,454 Class U Units)
Slate Grocery REIT Class U	59,147,582
Special Voting Units (attached to the GAR B Exchangeable Units)	Nil. <sup>(1)</sup>

**Note:**

(1) Each outstanding Special Voting Unit was redeemed in exchange for one Class U Units on September 16, 2025. Accordingly, as of the date hereof, no Special Voting Units are outstanding.

Issued and outstanding 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.

As of the date hereof, no Special Voting Units are outstanding.

### **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.sedarplus.ca](http://www.sedarplus.ca).

### 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 10<sup>th</sup> 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 15<sup>th</sup> 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, and its Subsidiaries, 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 Chief Executive Officer, and Joseph Pleckaitis, 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 Joseph Pleckaitis, 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 and Acquisition Fees of approximately \$9.2 million and \$0.1 million, respectively, as applicable for the period from January 1, 2025 to December 31, 2025.

### **Expenses**

The REIT is to reimburse Slate Canada for all out-of-pocket costs and expenses incurred by Slate Canada or its Subsidiaries 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 or its Subsidiaries. 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 eight. 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, 2025, the REIT's Trustees and Executive Officers collectively owned, or exerted direction or control over units as follows:

Class U Units <sup>(1)</sup>	Deferred Units	Class I Units	Class A Units	Class B LP1 Units	Class B LP2 Units	Total	Percentage of Issued and Outstanding Units
3,508,228	405,983	—	4,000	—	—	3,918,211	6.53%

<sup>(1)</sup> Includes Class U Units held through by SLAM and Queen's Court Properties ULC.

## Trustee Information

The following table sets forth the name, province and country of residence, position held with the REIT and principal occupation for each of the Trustees as at February 10, 2026:

Name, Province and Country of Residence	Position (s)/Title	Trustee Since	Principal Occupation
ANDREA STEPHEN <sup>(1)</sup> Toronto, Ontario, Canada	Independent Trustee (Chair)	May 24, 2017	Corporate Director
COLUM BASTABLE <sup>(2)</sup> Toronto, Ontario, Canada	Independent Trustee	March 3, 2014	Corporate Director
CHRISTOPHER CHEE <sup>(3)</sup> Los Angeles, California, USA	Independent Trustee	May 4, 2023	Managing Partner, Redcar Properties Ltd.
PATRICK FLATLEY <sup>(3)</sup> Toronto, Ontario, Canada	Independent Trustee	February 23, 2012	Partner, Lincoln Land Services
MARC ROULEAU <sup>(4)</sup> Montreal, Quebec, Canada	Independent Trustee	July 28, 2020	President & Chief Executive Officer, Joddes Limited
MARY VITUG <sup>(5)</sup> Toronto, Ontario, Canada	Independent Trustee	May 4, 2023	Corporate Director

Name, Province and Country of Residence	Position (s)/Title	Trustee Since	Principal Occupation
BLAIR WELCH <sup>(3)</sup> Nassau, Bahamas	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 Audit Committee and Compensation, Governance and Nominating Committee.

The term of office of each Trustee, following his or her respective election, expires on the date of the REIT's next annual 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, a current member of the board of directors, a member of the executive committee, compensation committee and audit committee for The Macerich Company and a director and chair of the human resource committee for Enwave Energy Corporation as well as board member and chair of audit committee for WillowBridge Property Company. 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, Ms. Stephen was responsible for developing and executing investment strategy. Ms. Stephen executed over \$9 billion of transactions including, Cadillac Fairview's first investments in the United Kingdom and Brazil. Ms. Stephen is a former trustee, member of the investment and governance committee and chair of the compensation committee of First Capital REIT. Ms. Stephen has also previously served as a Trustee of Boardwalk Real Estate Investment Trust, a director of Multiplan Empreendimentos Imobiliarios, a public real estate company listed on the Brazil stock exchange, a director of the Pension Real Estate Association, a former member of the Investor Advisory Committee of the National Association of Real Estate Investment Trusts and a director of Canada's Walk of Fame. As a director of real estate with the Ontario Teachers' Pension Plan Board, Ms. Stephen initiated the United States real estate investment program and led the team that privatized Cadillac Fairview. Ms. Stephen obtained a Bachelor of Business Administration degree 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 Corporation (now Brookfield Asset Management Inc.). In 2005, Mr. Bastable 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, Mr. Bastable was appointed as Chair of McMaster University's Board of Governors. Mr. Bastable is a Chartered Accountant, he has been honored as a Fellow of the Institute of Chartered Accountants in Ireland and holds an honorary Doctorate of Laws from McMaster University.

**Christopher Chee, Trustee.** Mr. Chee is a Managing Partner of Redcar Properties Ltd., a California-based real estate investment firm. Prior to his current position, Mr. Chee was a Managing Director in the real estate group at Blackstone Group ("Blackstone") where he worked from 2002 to 2015. Mr. Chee spent over 10 of his almost 13 years at Blackstone, based in Los Angeles sourcing and executing real estate debt

and equity investments. Mr. Chee previously worked at Fortress Investment Group, UBS Group AG, and BlackRock, Inc. Mr. Chee obtained a Bachelor of Arts degree in Intellectual History from the University of Pennsylvania.

**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 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 National Hockey League career spanned fourteen seasons, including four seasons 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 20 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. Mr. Rouleau is a former 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 degree from McGill University, a Masters degree with a specialization in Resource and Environmental Economics from Duke University, is a Chartered Financial Analyst Charterholder and holds the ICD.D Designation from the Institute of Corporate Directors.

**Mary Vitug, Trustee.** Ms. Vitug has over 30 years of capital markets experience, including 24 years at Scotiabank as a Managing Director in Investment Banking and Equity Capital Markets. Ms. Vitug has led numerous initial public offerings, mergers and acquisitions, and equity financings. A voting member of Scotiabank's Equity Liability Committee for two decades, she played a central role in risk evaluation and capital allocation decisions for global financings. Her career began at KPMG, providing a strong foundation in accounting and finance. Ms. Vitug currently serves on several public company boards. She is a Director and Audit Committee Chair for StorageVault Canada Inc., a Trustee and member of the Audit and Governance & Nominating Committees for Slate Grocery REIT, and a Trustee and Chair of the Governance, Compensation & Nominating Committee for Nexus Industrial REIT. Ms. Vitug is a recognized advocate for inclusive leadership. She served as a Board Director of VersaFi (formerly Women in Capital Markets) from 2014 to 2024, exiting as Board Chair. She currently serves on the Surgical Tower Campaign Cabinet for the University Health Network (UHN) Foundation. Ms. Vitug is a Chartered Professional Accountant (CPA, CA), holds a Bachelor of Arts in Economics from the University of Toronto and a Master of Business Administration from the Rotman School of Management. She is also a graduate of the Institute of Corporate Directors Rotman Governance Essentials and Chairing Boards programs.

**Blair Welch, Trustee.** Mr. Welch is Co-Chief Executive Officer of Slate Asset Management, which he co-founded in 2005. As Co-CEO, Blair is responsible for the management of Slate Asset Management and its Executive Team, global capital raising, and North American investment origination. He is also actively involved in Slate Asset Management's governance bodies, serving on the firm's Strategy Committee and Investment Committee. Under the leadership of Blair and his brother and Co-CEO, Brady Welch, Slate Asset Management has grown into a multi-billion dollar global alternative investment platform with 9 global offices and over 90 specialized employees worldwide. The firm has completed over C\$28 billion in acquisitions and dispositions since its inception across the US, Canada, and Europe and today has an integrated global platform that spans real estate equity, real estate credit, and infrastructure. Blair has over 25 years of real estate industry experience working in direct investment, investment banking, development,

and securitization across North America, Europe, and Asia. Blair has been fortunate to work with exceptional people at pioneering firms such as Fortress Investment Group, Bankers Trust, First National Financial Corporation, and Hudson Advisors L.P., formerly Brazos Advisors, LLC. Blair holds a Bachelor of Commerce degree from the University of British Columbia.

**Brady Welch, Trustee.** Mr. Welch is Co-Chief Executive Officer of Slate Asset Management, which he co-founded in 2005. As Co-CEO, Brady is responsible for the management of Slate Asset Management and its Executive Team, global capital raising, and European investment originations. He is also actively involved in Slate Asset Management's governance bodies, serving on the firm's Strategy Committee and Investment Committee. Under the leadership of Brady and his brother and Co-CEO, Blair Welch, Slate Asset Management has grown into a multi-billion dollar global alternative investment platform with 9 global offices and over 90 specialized employees worldwide. The firm has completed over C\$28 billion in acquisitions and dispositions since its inception across the US, Canada, and Europe and today has an integrated global platform that spans real estate equity, real estate credit, and infrastructure. Prior to Slate Asset Management, Brady held senior management positions with Fortress Investment Group, where he was responsible for asset management strategies, financing, and originations for both direct real estate investments and real estate debt portfolios, and earlier, Truscan Property Corporation (the former real estate arm of Canada Trust Co.). Brady 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. Brady 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 is set out below.

#### **Blair Welch, Chief Executive Officer. (Nassau, Bahamas)**

Mr. Welch was appointed Chief Executive Officer on January 10, 2022. See “*Trustees and Executive Officers of the REIT – Board of Trustees – Blair Welch, Trustee*”.

#### **Ramsey Ali, Corporate Secretary and General Counsel, Slate Canada. (Burlington, Ontario, Canada)**

Mr. 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 Responsible Investment, SLAM. (London, United Kingdom)**

Ms. Jankowska joined SLAM in November 2021, overseeing the definition and implementation of the firm's global responsible investment 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 holds a Bachelor of Science degree in Environmental Science from the University of Sussex and a Master of Science degree in Environment Technology with Distinction from Imperial College.

### **Connor O'Brien, Managing Director, SLAM. (Chicago, Illinois, U.S.)**

Mr. O'Brien is a Managing Director of SLAM and has extensive real estate investment experience throughout North America and Europe. Mr. O'Brien joined SLAM in 2012 and is currently responsible for the origination and execution of acquisitions and dispositions across North America, as well as the strategic oversight of the REIT and SLAM's investment strategy focused on essential real estate in North America. Mr. O'Brien has held various investment and asset management roles throughout SLAM and was responsible for opening the Frankfurt office in 2016 which established SLAM's business in Europe. Mr. O'Brien holds an Honours Business Administration degree from the Richard Ivey Business School at Western University.

### **Joseph Pleckaitis, Chief Financial Officer. (Burlington, Ontario, Canada)**

Mr. Pleckaitis was appointed Chief Financial Officer of the REIT on August 29, 2023. He joined SLAM in 2017 and overlooks all aspects of the REIT and SLAM's investment strategy focused on essential real estate assets in North America, including corporate finance, financial planning and analysis, corporate accounting, financial reporting, and debt. Mr. Pleckaitis is primarily involved in SLAM's North American private equity business, which includes two Canadian opportunistic funds and a commercial real estate debt fund. Mr. Pleckaitis oversees all aspects of the business, which includes corporate finance, financial planning and analysis, corporate accounting, and financial reporting and debt. Prior to joining SLAM, Mr. Pleckaitis worked in the real estate audit group at Deloitte LLP. Mr. Pleckaitis is a Chartered Professional Accountant and holds a Bachelor of Commerce degree from Carleton University.

### **Lisa Rowe, Partner, Slate Canada. (Kleinburg, Ontario, Canada)**

Ms. 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. Ms. Rowe 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 degree 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, Andrea Stephen and Mary Vitug. 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. The Board has adopted a written charter for the Audit Committee, which is set out in Appendix A hereto. The charter delineates the Audit Committee's mandate and responsibilities, including oversight of the external auditors and their independence. In addition, the charter requires the Audit Committee to pre-approve all non-audit services proposed to be provided by the external auditors.

Fee	2025 <sup>5)</sup>	2024 <sup>(5)(6)</sup>
Audit Fees <sup>(1)</sup>	\$409,930	\$379,698
Audit-Related Fees <sup>(2)</sup>	\$46,430	\$47,117
Tax Fees <sup>(3)</sup>	\$643,154	\$657,756
All Other Fees <sup>(4)</sup>	—	—
<b>Total Fees</b>	<b>\$1,099,514</b>	<b>\$1,084,571</b>

#### **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) Audit-related fees primarily relate to assurance services incurred with respect to subsidiaries of the REIT.
- (3) Tax fees related to permissible tax compliance work amounted to \$643,154 for the year ended December 31, 2025 (December 31, 2024 – \$657,756). Tax compliance work includes the preparation of Canadian and U.S. tax returns for the REIT and its subsidiaries. For the year ended December 31, 2025, tax compliance work also included the preparation of a transfer-pricing benchmarking study related to the REIT's intercompany loans, along with the resulting documentation. Management retains responsibility for all decision-making activities in relation to tax services provided to the REIT and all such services are subject to audit by the related tax authorities. In accordance with its charter, the Audit Committee pre-approved all tax services performed by Deloitte LLP to ensure compliance with all relevant auditor independence rules.
- (4) There were no other fees incurred during the years ended December 31, 2025, and 2024.
- (5) Fees are paid to Deloitte LLP in Canadian dollars and have been converted to U.S. dollars using the average annual foreign exchange rate.
- (6) The 2024 fees have been amended from the 2024 fees disclosed in the REIT's annual information form for the year ended December 31, 2024 (the "2024 AIF") to reconcile amounts paid under final invoices subsequent to the filing of the 2024 AIF.

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

The Compensation, Governance and Nominating Committee is comprised of Marc Rouleau (Chair), Colum Bastable, Andrea Stephen, and Mary Vitug. 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 (Chair), Colum Bastable, Christopher Chee, Patrick Flatley, and Blair Welch. Colum Bastable, Christopher Chee, Patrick Flatley, and Andrea Stephen 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"; and
- (b) the Management Agreement, see "Management of the REIT".

Copies of the foregoing documents are available on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca).

### **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.sedarplus.ca](http://www.sedarplus.ca) and on the REIT's website at [www.slategroceryreit.com](http://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” or “Board of Trustees”** 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.

**“CRREM”** means the Carbon Risk Real Estate Monitor.

**“Declaration of Trust”** means the fourth amended and restated declaration of trust of the REIT dated as of August 17, 2020, as it may be further amended, supplemented 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, prior to redemption on September 16, 2025, were 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.

**“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.

**"ICD.D Designation"** means the designation granted by the Institute of Corporate Directors which represents a lifelong commitment to excellence in the boardroom.

**"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.

**"LIBOR"** means the London Inter-Bank Offering Rate.

**"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 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 ("FHSAs") and tax-free savings accounts ("TFSAs").

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

**"SEDAR+"** (formerly known as 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.sedarplus.ca](http://www.sedarplus.ca).

**"SGII Notes"** means the promissory notes issued by SGII to the REIT.

**"SLAM"** means Slate Asset Management L.P., and its affiliates.

**"SOFR"** means the Secured Overnight Financing Rate.

**"Slate Canada"** means Slate Asset Management (Canada) L.P., a wholly-owned Subsidiary of SLAM and its affiliates pursuant to the Management Agreement.

**"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 (5<sup>th</sup> Supp), as amended, including the regulations promulgated thereunder.

**“Trustees”** means the trustees of the REIT and **“Trustee”** means any one of them.

**“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
- (j) (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;
- (k) 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.