



FIRST CAPITAL REAL ESTATE INVESTMENT TRUST

NOTICE OF SPECIAL MEETING OF UNITHOLDERS

TO BE HELD ON JUNE 23, 2026

AND

MANAGEMENT INFORMATION CIRCULAR

dated May 21, 2026

with respect to a proposed arrangement involving

FIRST CAPITAL REAL ESTATE INVESTMENT TRUST

and

17853335 CANADA INC.

and

PREMIER ACQUISITION LP

and

KINGSETT REAL ESTATE GROWTH LP NO. 8

and

CHOICE PROPERTIES REAL ESTATE INVESTMENT TRUST

RECOMMENDATION TO UNITHOLDERS:

**THE BOARD OF TRUSTEES OF FIRST CAPITAL REAL ESTATE INVESTMENT TRUST
UNANIMOUSLY RECOMMENDS THAT UNITHOLDERS VOTE**

IN FAVOUR

OF THE ARRANGEMENT RESOLUTION

These materials are important and require your immediate attention. They require unitholders of First Capital Real Estate Investment Trust to make important decisions.

For any questions or additional information on the special meeting of the unitholders of First Capital or if you require assistance in your consideration of the proposed arrangement or with regard to the procedures for voting, please contact First Capital's proxy solicitation agent, Laurel Hill Advisory Group, by calling 1-877-452-7184 (North America Toll-Free) or 416-304-0211 (outside of North America), by texting "INFO" to either number, or by emailing assistance@laurelhill.com. If you require assistance with completing your letter of transmittal please contact First Capital's depositary agent, Computershare Investor Services Inc., by phone at 1-800-564-6253 (within North America) or 1-514-982-7555 (outside of North America) or by email at corporateactions@computershare.com.



Dear fellow First Capital Unitholders:

On behalf of the Board of Trustees (the "**Board**") and management of First Capital Real Estate Investment Trust ("**First Capital**" or the "**REIT**"), we are pleased to invite you to attend the special meeting of the unitholders of the REIT ("**Unitholders**") on June 23, 2026 at 10:00 a.m. (Toronto time) (the "**Meeting**"), to consider approval of the proposed acquisition of First Capital pursuant to an arrangement (the "**Arrangement**") involving, among others, KingSett Real Estate Growth LP No. 8 ("**KingSett**") and Choice Properties Real Estate Investment Trust ("**Choice**") in a transaction valued at approximately \$9.4 billion, including the assumption of certain debt, in accordance with the terms of an arrangement agreement dated April 16, 2026 (as the same may be amended, supplemented or otherwise modified from time to time, the "**Arrangement Agreement**").

Pursuant to the Arrangement Agreement, each outstanding unit of the REIT (each, a "**REIT Unit**") will be acquired by a limited partnership formed by KingSett and other investors and participating Unitholders will be entitled to receive for each REIT Unit held, a combination of \$19.24 in cash and 0.3186 of a unit (each whole unit, a "**Choice Unit**") in the capital of Choice (collectively, the "**Arrangement Consideration per Unit**"). Based on the closing price of Choice Units on the Toronto Stock Exchange ("**TSX**") on April 15, 2026 (the last trading day prior to the announcement of the Arrangement), the Arrangement Consideration per Unit represents a total implied value of \$24.40 per REIT Unit, and represents approximately a 17% premium to the 20-day volume-weighted average price of the REIT Units on the TSX for the period ended April 15, 2026 and approximately an 11.7% premium to the closing price of the REIT Units on the TSX on April 15, 2026. The actual value of the Arrangement Consideration per Unit received by Unitholders will depend on the market price of the Choice Units on the TSX at the time of closing and such actual value of the Arrangement Consideration per Unit may be more or less than \$24.40 per REIT Unit.

At the Meeting, Unitholders will be asked to consider and vote on a special resolution (the "**Arrangement Resolution**") to approve the proposed Arrangement to be implemented by way of a plan of arrangement under the *Canada Business Corporations Act* and the *Trustee Act* (Ontario) involving First Capital, 17853335 Canada Inc., Premier Acquisition LP (the "**Purchaser**"), an entity formed by KingSett and other investors to facilitate the proposed Arrangement, KingSett and Choice. Under the terms of the Arrangement, Choice will acquire approximately \$5.0 billion of high-quality retail assets from First Capital which will be funded through a combination of the issuance of 68.6 million Choice Units to the Purchaser for cash (which will be distributed by the Purchaser to Unitholders and other securityholders of the REIT as part of the aggregate consideration payable under the Arrangement), a \$0.6 billion equity investment from George Weston Limited, the assumption of First Capital's \$2.3 billion of outstanding senior unsecured debentures and approximately \$0.4 billion of existing in-place mortgages, and the issuance of new unsecured debentures by Choice. As part of the series of transactions contemplated by the Arrangement, KingSett, through the Purchaser, will indirectly acquire First Capital's remaining approximately \$4.4 billion asset portfolio by acquiring all of the issued and outstanding REIT Units in consideration for cash, financed on a fully committed basis, and the delivery of the Choice Units.

THE BOARD UNANIMOUSLY RECOMMENDS THAT THE UNITHOLDERS VOTE THEIR REIT UNITS IN FAVOUR OF THE ARRANGEMENT RESOLUTION.

The Board formed a special committee of independent trustees (the "**Special Committee**") to, among other things, evaluate the proposal received from KingSett and Choice and other potential alternatives available to First Capital, direct and supervise the negotiations of the proposed Arrangement with the assistance of its outside legal counsel and financial advisors and make recommendations to the Board. The Arrangement is the result of extensive

negotiations among representatives of, and advisors to, the parties involved, as more particularly set forth in the accompanying management information circular (the "**Circular**").

The Special Committee, following receipt and review of the fairness opinions from each of RBC Dominion Securities Inc. and National Bank Financial Inc. (the "**Opinions**") and after consulting with outside legal counsel and financial advisors, unanimously recommended that the Board approve the Arrangement Agreement and the Arrangement and recommend that Unitholders vote their REIT Units **IN FAVOUR** of the Arrangement Resolution.

The Board, following receipt and review of the Opinions and careful consideration of, among other things, the unanimous recommendation of the Special Committee, and after consulting with outside legal counsel and financial advisors, unanimously determined that the Arrangement is fair, from a financial point of view, to the Unitholders (other than KingSett and its affiliates) and the Arrangement is in the best interests of the Unitholders (other than KingSett and its affiliates), and unanimously recommends that Unitholders vote their REIT Units **IN FAVOUR** of the Arrangement Resolution.

In evaluating the Arrangement and making its recommendation, each of the Special Committee and the Board carefully considered the Arrangement and consulted with, and received advice from, its financial, legal and other advisors, as well as senior management of the REIT. The Special Committee and the Board reviewed a significant amount of information and considered a number of factors in making their recommendations to Unitholders to vote their REIT Units in favour of the Arrangement Resolution, including the following:

- ***Immediate and Significant Premium to Market Price*** – under the Arrangement, Unitholders will receive, for each REIT Unit, \$19.24 in cash and 0.3186 of a Choice Unit. Based on the closing price of the Choice Units on the TSX on April 15, 2026 (the last trading day prior to the announcement of the Arrangement), the Arrangement Consideration per Unit had an implied value of \$24.40 per REIT Unit, representing a premium of: (a) approximately 17% to the 20-day volume-weighted average price of the REIT Units on the TSX for the period ended April 15, 2026; (b) approximately 11.7% to the closing price of the REIT Units on the TSX on April 15, 2026; (c) approximately 21% to the 90-day volume-weighted average price of the REIT Units on the TSX for the period ended April 15, 2026; and (d) approximately 7% to the REIT's net asset value of \$22.81 per REIT Unit as of March 31, 2026. The actual value of the Arrangement Consideration per Unit will depend on the market price of the Choice Units at the time of closing and such actual value of the Arrangement Consideration per Unit may be more or less than \$24.40 per REIT Unit.
- ***Certainty of Value and Participation in Upside of Choice Units*** – the cash component of the Arrangement Consideration per Unit, which represents approximately 79% of the Arrangement Consideration per Unit, based on the implied value of the Arrangement Consideration per Unit as at April 15, 2026, provides Unitholders with certainty of value and immediate liquidity for a significant portion of the Arrangement Consideration per Unit, and removes the risks associated with the REIT remaining an independent public entity, including challenges of acquiring and developing assets on an accretive basis as well as external factors such as macroeconomic factors, changes in interest rates, access to and pricing of debt and equity capital, capitalization rates, political conditions and capital markets conditions that are beyond the control of the REIT, the Board and the management team. At the same time, ownership of the Choice Unit component of the Arrangement Consideration per Unit, which forms part and represents approximately 21% of the Arrangement Consideration per Unit, provides Unitholders with a meaningful opportunity to participate in the near and long-term growth of Choice following the completion of the Arrangement. In particular, upon completion of the Arrangement, Choice will have acquired properties of the REIT representing approximately 55% of the gross asset value of the REIT's properties, significantly enhancing Choice's portfolio and positioning it as one of Canada's preeminent owners of high-quality commercial and residential real estate. The Special Committee and the Board believe that the mixed consideration structure provides Unitholders with immediate liquidity and certainty of value while also providing the opportunity for Unitholders to benefit from Choice's real estate platform going forward.
- ***Compelling Value Relative to Alternatives*** – the Special Committee and the Board, in consultation with their legal and financial advisors, and based upon the business, operations, financial condition, earnings and prospects of the REIT, as well as their collective knowledge of the current and prospective environment

in which the REIT operates (including economic and market conditions in the real estate industry), thoroughly assessed the relative benefits, risks and potential timelines of various alternatives reasonably available to the REIT. In doing so, the Special Committee and the Board had regard to the Board's prior engagement with multiple credible counterparties, none of whose proposals were determined to be actionable from a value and transaction certainty standpoint, as well as the risk-adjusted view of the value that could reasonably be expected to be realized from continued execution of the REIT's existing Three Year Plan (as defined in the Circular). Having considered these alternatives and having regard to, among other things, the premium offered, the mixed cash and unit consideration structure and the credibility and financial capacity of KingSett and Choice, the Special Committee and the Board concluded that entering into the Arrangement Agreement was the most favourable alternative reasonably available to the REIT and its Unitholders.

- ***Distributions During the Interim Period*** – the REIT is permitted to continue to declare and pay regular monthly distributions to Unitholders through to the closing of the Arrangement, in an amount not exceeding \$0.076 per REIT Unit per month. This will allow Unitholders to continue to receive a regular distribution, and to benefit from the continued operations of the REIT, through to the closing of the Arrangement.
- ***Fairness Opinions*** – receipt by both the Board and the Special Committee of the Opinions in which RBC Dominion Securities Inc. and National Bank Financial Inc. concluded that, based on and subject to the limitations, qualifications and assumptions set forth therein, the Arrangement Consideration per Unit to be received by Unitholders pursuant to the Arrangement is fair, from a financial point of view, to the Unitholders (other than KingSett and its affiliates). National Bank Financial Inc. will receive a fixed fee for the rendering of its Opinion which is not contingent on the outcome of the Arrangement.
- ***Role and Independence of the Special Committee*** – the negotiations leading to the execution of the Arrangement Agreement were supervised by the Special Committee, which is comprised entirely of independent trustees and was advised by experienced and qualified independent legal and financial advisors. The Special Committee took an active and independent role in evaluating, supervising and overseeing the process and the negotiation of the Arrangement and the Arrangement Agreement. The Special Committee had no obligation to recommend the Arrangement or any other transaction and had retained the authority to reject any proposals made.
- ***Arrangement Agreement Terms and Deal Protections*** – the Arrangement Agreement is the result of a comprehensive negotiation process that was undertaken at arm's length with the oversight and participation of the Special Committee advised by experienced and qualified legal and financial advisors and resulted in terms and conditions that are reasonable in the judgment of the Special Committee and the Board. In particular, the Arrangement Agreement contains customary "fiduciary out" provisions pursuant to which the Board may, in certain circumstances and prior to obtaining the approval by the Unitholders of the Arrangement consider, accept and enter into a definitive agreement with respect to a Superior Proposal (as defined in the Circular), subject to the Purchaser's customary right to match. The voting and support agreements entered into by each of the trustees and officers of the REIT automatically terminate upon, among other circumstances, the REIT entering into a definitive agreement with respect to a Superior Proposal. The Special Committee has been advised, and believes, that the termination fee of \$187.5 million, payable by the REIT in the event the Arrangement Agreement is terminated in connection with a Superior Proposal or a Change in Recommendation (each as defined in the Circular), is reasonable in the circumstances and only payable in customary and limited circumstances. The Arrangement Agreement also contains interim operating covenants that are reasonable in light of the expected time period between signing and closing.
- ***No Financing Condition and Reasonable Likelihood of Completion*** – the Arrangement is not subject to any due diligence condition or financing condition. The obligations of the Purchaser and Choice to complete the Arrangement are subject to a limited number of conditions that the Special Committee and the Board believe are reasonable in the circumstances and can be achieved within the timeframe contemplated by the Arrangement Agreement, with closing currently expected in the fourth quarter of 2026.

- **Credibility of KingSett Capital Inc., KingSett and Choice** – KingSett Capital Inc., KingSett and Choice have each demonstrated commitment, creditworthiness, and a consistent track record of completing large-scale real estate transactions, which is indicative of the ability of the Purchaser and Choice to complete the transactions contemplated by the Arrangement Agreement.
- **Support for the Arrangement** – members of the Board and the REIT's management, representing approximately 0.5% of the issued and outstanding REIT Units, have entered into their respective voting and support agreements pursuant to which they have agreed to vote their REIT Units in favour of the Arrangement Resolution. KingSett, which owns approximately 3.9% of the outstanding REIT Units, has also agreed to vote those REIT Units in favour of the Arrangement.
- **Two-thirds Majority and "Majority of Minority" Approvals** – the fact that the Arrangement, among other things, must be approved by not less than: (a) two-thirds (66⅔%) of votes cast thereon by Unitholders present in person (or virtually) or represented by proxy at the Meeting; and (b) as required by Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**"), a simple majority of the votes cast thereon by Unitholders present in person (or virtually) or represented by proxy at the Meeting, excluding REIT Units held by persons described in items (a) through (d) of Section 8.1(2) of MI 61-101.
- **Court Approval** – the Arrangement must be approved by the Ontario Superior Court of Justice (Commercial List), which will consider whether the Arrangement is fair and reasonable.
- **Dissent Rights** – registered Unitholders as at the Record Date (as defined below) who oppose the Arrangement may, upon strict compliance with certain conditions, exercise the dissent rights specified in the Interim Order and Plan of Arrangement (each as defined in the Circular) and, if ultimately successful, be entitled to be paid the fair value of their REIT Units determined as of the day immediately before the Arrangement Resolution is adopted, subject to the provisions of the Plan of Arrangement.

In the course of their deliberations, the Special Committee and the Board also considered a number of potential risks and other factors resulting from the Arrangement, including the risks described under the heading "**RISK FACTORS**" of the accompanying Circular.

Completion of the Arrangement is subject to the satisfaction of certain conditions including approval by Unitholders, the Ontario Superior Court of Justice (Commercial List), the TSX and under the *Competition Act* (Canada), and other customary conditions, as more particularly described in the accompanying Circular. It is currently expected that the Arrangement will be completed in the fourth quarter of 2026 assuming that required approvals are obtained and all other conditions are satisfied.

The enclosed Circular contains a detailed description of the Arrangement, as well as information regarding the REIT, KingSett and Choice, including the issued unit capital of Choice after giving effect to the Arrangement. The Circular also describes certain Canadian federal income tax considerations associated with the Arrangement. Please give this material careful consideration and, if you require assistance, consult your financial, tax, legal or other professional advisors to determine the particular impact (including tax impact) of the Arrangement upon you, having regard to your own particular circumstances.

Your vote is important. We encourage Unitholders to vote by proxy well in advance of the Meeting.

The REIT is conducting the Meeting in a hybrid format that will allow registered Unitholders as of the close of business on May 4, 2026 (the "**Record Date**") and duly appointed proxyholders to participate regardless of geographic location, either online virtually or in person. Registered Unitholders and duly appointed proxyholders may attend the Meeting (a) in person, at the offices of Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, Canada, M5L 1B9, or (b) online virtually, via live audio webcast, at <https://meetings.lumiconnect.com/400-262-504-961> (case sensitive password: firstcapitalspecial2026).

Unitholders are urged to vote their REIT Units **IN FAVOUR** of the Arrangement Resolution prior to the Meeting by submitting their completed form of proxy or voting instruction form well in advance of the proxy voting deadline. To ensure your votes are counted, your proxy must be received by 10:00 a.m. (Toronto time) on June 19, 2026 (or if the Meeting is adjourned or postponed, 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Ontario) before the adjourned meeting is reconvened or the postponed meeting is convened). If you hold your REIT Units through an intermediary such as a broker or investment dealer, bank, trust company, trustee, clearing agency or other nominee, your intermediary may require you to submit your voting instruction form by an earlier date and/or time. See the "***GENERAL PROXY MATTERS – VOTING INFORMATION***" section of the accompanying Circular for additional information on how to vote your REIT Units.

If you have any questions or need assistance in your consideration of the Arrangement or with the completion and delivery of your form of proxy or voting instruction form, please contact Laurel Hill Advisory Group, our proxy solicitation agent, by calling 1-877-452-7184 (North America Toll-Free) or 416-304-0211 (outside of North America), by texting "INFO" to either number, or by emailing assistance@laurelhill.com.

We are pleased to be able to provide an opportunity for significant value to our Unitholders. Thank you for your continued support.

Yours truly,

FIRST CAPITAL REAL ESTATE INVESTMENT TRUST

(Signed) "Paul Douglas"

Paul Douglas
Chair of the Board



NOTICE OF SPECIAL MEETING OF UNITHOLDERS

NOTICE IS HEREBY GIVEN that a special meeting (including any postponement(s) or adjournment(s) thereof, the "**Meeting**") of unitholders ("**Unitholders**") of First Capital Real Estate Investment Trust (the "**REIT**") will be held on Tuesday, June 23, 2026 at 10:00 a.m. (Toronto time) in a hybrid format, in person at the offices of Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, Canada, M5L 1B9 and online virtually, via audio webcast at <https://meetings.lumiconnect.com/400-262-504-961> (case sensitive password: firstcapitalspecial2026).

Business of the Meeting

- 1) To consider, pursuant to an interim order of the Ontario Superior Court of Justice (Commercial List) dated May 20, 2026 (as the same may be amended, supplemented or otherwise modified from time to time, the "**Interim Order**"), and, if thought advisable, to pass, with or without variation, a special resolution (the "**Arrangement Resolution**"), the full text of which is set forth in Appendix "A" to the accompanying management information circular (the "**Circular**"), to approve a proposed plan of arrangement (the "**Plan of Arrangement**") pursuant to Section 192 of the *Canada Business Corporations Act* and Section 60 of the *Trustee Act* (Ontario) involving the REIT, 17853335 Canada Inc., Premier Acquisition LP (the "**Purchaser**"), KingSett Real Estate Growth LP No. 8 ("**KingSett**") and Choice Properties Real Estate Investment Trust, all as more particularly described in the Circular (the "**Arrangement**"), in accordance with the terms of the arrangement agreement dated April 16, 2026 (as the same may be amended, supplemented or otherwise modified from time to time, the "**Arrangement Agreement**"); and
- 2) To consider other business that may properly come before the Meeting or any adjournment(s) or postponement(s) thereof.

The Board of Trustees of the REIT (the "Board"), after receiving the unanimous recommendation of the special committee of independent trustees of the Board and consulting with outside legal counsel and financial advisors, unanimously determined that the Arrangement is fair, from a financial point of view, to the Unitholders (other than KingSett and its affiliates) and the Arrangement is in the best interests of the Unitholders (other than KingSett and its affiliates), and unanimously recommends that Unitholders vote their REIT Units IN FAVOUR of the Arrangement Resolution.

Specific details of the matters proposed to be put before the Meeting are set forth in the Circular which accompanies this Notice of Special Meeting of Unitholders. A copy of the Arrangement Agreement outlining the terms of the Arrangement is available for inspection by Unitholders under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca.

The Board has set the close of business on May 4, 2026 as the record date (the "**Record Date**") for determining the Unitholders who are entitled to receive notice of and vote at the Meeting. Only persons shown on the register of Unitholders as at the close of business on the Record Date, or their duly appointed proxyholders, will be entitled to receive notice of the Meeting and vote on the Arrangement Resolution.

Your vote is important. Whether or not you are able to attend the Meeting in person or virtually, all Unitholders are encouraged to provide voting instructions well in advance of the proxy voting deadline in accordance with the instructions on the enclosed form of proxy or, in the case of Unitholders that beneficially hold units of the REIT

("REIT Units") through an Intermediary such as a broker, investment dealer, bank, trust company, custodian, or other intermediary (each, an "**Intermediary**") and are not the Registered Unitholder (as defined below), a voting instruction form provided to you by your Intermediary. To ensure your vote is counted, your proxy must be received by 10:00 a.m. (Toronto time) on June 19, 2026 (or if the Meeting is adjourned or postponed, 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Ontario) before the adjourned meeting is reconvened or the postponed meeting is convened). See the "**GENERAL PROXY MATTERS – VOTING INFORMATION – VOTING IN ADVANCE OF THE MEETING**" section of the accompanying Circular for detailed voting instructions for Registered Unitholders and Beneficial Unitholders (as defined below).

Meeting Details

The Meeting will be held in a hybrid format in order to allow participation by Unitholders regardless of geographic location. Unitholders may attend in person at the offices of Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, Canada, M5L 1B9 or online virtually, via live audio webcast at <https://meetings.lumiconnect.com/400-262-504-961> (case sensitive password: firstcapitalspecial2026). Registered Unitholders may log in with the control number provided via mail or email by Odyssey Trust Company (the "**Transfer Agent**"), the REIT's transfer agent, and duly appointed proxyholders should use the four-character username ("**Username**") provided by the Transfer Agent following registration of their appointment. The Username is the proxyholder's control number for the purposes of logging into the Meeting. Without a control number or Username, as applicable, attendees at the Meeting will not be able to participate in or vote at the Meeting virtually. The virtual meeting platform is fully supported across browsers and devices running the most updated version of applicable software plug-ins. Please log in at least 15 minutes early to ensure your browser is compatible and allow ample time for online check-in procedures. If you have any doubt, you can check your system's compatibility by visiting <https://www.lumiglobal.com/lumi-platform/faqs> for additional information.

Registered Unitholders and Beneficial Unitholders

Registered Unitholders, being Unitholders who hold their REIT Units directly in their own name ("**Registered Unitholders**") and duly appointed proxyholders will be able to attend the Meeting, submit questions, and vote on the business of the Meeting, even if such Unitholder's REIT Units have not been voted in advance of the Meeting.

Non-registered or beneficial Unitholders, being Unitholders who hold their REIT Units through an Intermediary ("**Beneficial Unitholders**") should carefully follow the instructions set out in their voting instruction form. Please note that only Registered Unitholders and duly appointed proxyholders are permitted to vote at the Meeting in person or virtually. A Beneficial Unitholder wishing to attend and vote at the Meeting must appoint themselves as proxyholder in accordance with the instructions on their voting instruction form. Beneficial Unitholders who have not duly appointed themselves as proxyholders will not be able to participate in or vote at the Meeting but will be able to attend as guests.

Unitholders who wish to appoint someone other than the persons named in the form of proxy or voting instruction form must submit their form of proxy or voting instruction form, as applicable, appointing that person as proxyholder. Unitholders whose appointed proxyholder will attend the Meeting online virtually must register such proxyholder with the Transfer Agent in advance of the Meeting by sending an email to the Transfer Agent at appointee@odysseytrust.com by 10:00 a.m. (Toronto time) on June 19, 2026 (or if the Meeting is adjourned or postponed, 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Ontario) before the adjourned meeting is reconvened or the postponed meeting is convened), and provide the Transfer Agent with the required proxyholder's contact information, the number of REIT Units represented by such proxy, the name in which the REIT Units are registered if such Unitholder is a Registered Unitholder, or the name of the Intermediary where the REIT Units are held if such Unitholder is a Beneficial Unitholder, so that the Transfer Agent may provide the proxyholder with a Username via email. Without a Username, a proxyholder will not be able to participate in and vote online virtually at the Meeting. **Failure to register your proxyholder with the Transfer Agent will result in the proxyholder not receiving the Username to participate in or vote at the virtual component of the Meeting and only being able to attend the Meeting in person or as a guest virtually.**

The REIT may utilize the Broadridge QuickVote™ system, which involves eligible Beneficial Unitholders who have not objected to the REIT knowing who they are (non-objecting beneficial owners) being contacted by Laurel Hill

Advisory Group ("**Laurel Hill**"), who is soliciting proxies on behalf of management, to obtain voting instructions over the telephone and relaying them to Broadridge (on behalf of the Beneficial Unitholders' Intermediary). The QuickVote™ system is intended to assist eligible Beneficial Unitholders in placing their votes, however, there is no obligation for any Beneficial Unitholder to vote using the QuickVote™ system, and Beneficial Unitholders may vote (or change or revoke their votes) at any other time and in any other applicable manner described in the Circular. Any voting instructions provided by a Beneficial Unitholder will be recorded and such Beneficial Unitholder will receive a letter from Broadridge (on behalf of the Beneficial Unitholder's Intermediary) as confirmation that their voting instructions have been accepted. If you have any questions, please contact Laurel Hill, the REIT's proxy solicitation agent, by calling 1-877-452-7184 (North America Toll-Free) or 416-304-0211 (outside of North America), by texting "INFO" to either number, or by emailing assistance@laurelhill.com.

Meeting Materials

Accompanying this Notice of Special Meeting of Unitholders is the Circular, which provides information relating to the matters to be addressed at the Meeting. Also accompanying this Notice of Special Meeting of Unitholders is, in the case of Registered Unitholders, a form of proxy or, in the case of Beneficial Unitholders, a voting instruction form.

In order for Registered Unitholders to receive the aggregate Arrangement Consideration per Unit (as defined in the Circular) to which such Registered Unitholders are entitled under the Arrangement, they must complete, sign and return the letter of transmittal (the "**Letter of Transmittal**"), once made available, together with the certificates or direct registration system advice statements representing their REIT Units, as applicable, as well as any other required documents and instruments to Computershare Investor Services Inc., the REIT's depository agent, in accordance with the procedures set out therein.

Please refer to the accompanying Circular for further information regarding completion and use of the form of proxy and voting instruction form, as applicable, and other information pertaining to the Meeting, including adjournments and postponements thereof. **The Circular is important and requires your immediate attention. If you have any questions or require assistance, you should consult your investment dealer, broker, bank manager, lawyer or other professional advisor.**

Letter of Transmittal

Registered Unitholders will be provided with a Letter of Transmittal explaining how to deposit and exchange their REIT Units in order to receive the aggregate Arrangement Consideration per Unit to which such Registered Unitholders are entitled under the Arrangement. The Letter of Transmittal will also be made available under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca and on the REIT's website at <https://fcr.ca/investors/unitholders/>. **Registered Unitholders are urged to carefully review the instructions set out in the Letter of Transmittal, once made available.**

Beneficial Unitholders must contact their Intermediary for details on how to deposit and exchange their REIT Units in order to receive the aggregate Arrangement Consideration per Unit to which such Beneficial Unitholders are entitled under the Arrangement. Beneficial Unitholders should **NOT** complete and return a Letter of Transmittal.

Canadian Federal Income Tax Considerations

As part of the Arrangement, the REIT and the REIT Subsidiaries are expected to realize significant income and gains on the portfolio of properties held by the REIT's subsidiaries, which income and gains will be allocated to Unitholders who participate in the Arrangement. In addition, the Arrangement will result in a taxable disposition of a Unitholder's REIT Units. Unitholders are urged to review the discussion of certain Canadian federal income tax considerations relevant to a Unitholder that participates in the Arrangement described in the accompanying Circular under the headings "**CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS**" and "**OTHER TAX CONSIDERATIONS**". Unitholders should consult their own tax advisors to determine the particular tax impacts to them of the Arrangement having regard to their own particular circumstances, including whether to consider selling

their REIT Units on the Toronto Stock Exchange with a settlement date prior to the date upon which the Arrangement becomes effective as an alternative to participating in the Arrangement.

Dissent Rights

Pursuant to the Interim Order and the Plan of Arrangement, if you are a Registered Unitholder you have the right to dissent in respect of the Arrangement Resolution in accordance with the Interim Order, the Plan of Arrangement and the procedures set out in Section 190 of the *Canada Business Corporations Act* (as the same may be modified by the Plan of Arrangement, the Interim Order and any other order of the Ontario Superior Court of Justice (Commercial List) in respect of the Arrangement), and, if the Arrangement becomes effective and upon strict compliance with such dissent procedures, to be paid the fair value of your REIT Units as provided for in the Plan of Arrangement. This right of dissent is described in the accompanying Circular under "*DISSENT RIGHTS*" and in Appendix "J" to the Circular. If you fail to strictly comply with such dissent procedures, such failure may prejudice your right to dissent. If you are a Beneficial Unitholder and wish to dissent, you should be aware that **ONLY REGISTERED UNITHOLDERS ARE ENTITLED TO EXERCISE THE RIGHT OF DISSENT**. A dissenting Registered Unitholder may only dissent with respect to all REIT Units held by such Registered Unitholder as of the Record Date (and may not exercise their right to dissent in respect of only a portion of such Registered Unitholder's REIT Units). **It is recommended that you seek independent legal advice if you wish to exercise your right to dissent.**

Questions

If you have any questions or need assistance in your consideration of the Arrangement or with the completion and delivery of your form of proxy or voting instruction form, please contact Laurel Hill, the REIT's proxy solicitation agent, by calling 1-877-452-7184 (North America Toll-Free) or 416-304-0211 (outside of North America), by texting "INFO" to either number, or by emailing assistance@laurelhill.com.

The Circular contains important information about the Arrangement and the Meeting. We encourage Unitholders to review the Circular carefully. A copy of the Circular will be made available under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca and on the REIT's website at <https://fcr.ca/investors/unitholders/>.

By Order of the Board of Trustees,

(Signed) "Adam E. Paul"

Adam E. Paul
President and Chief Executive Officer

May 21, 2026
Toronto, Ontario

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MANAGEMENT INFORMATION CIRCULAR

INTRODUCTION

This Circular is furnished in connection with the solicitation of proxies by and on behalf of the management of the REIT for use at the Meeting to be held at the offices of Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, Canada, M5L 1B9 and online virtually at <https://meetings.lumiconnect.com/400-262-504-961> (case sensitive password: firstcapitalspecial2026) on Tuesday, June 23, 2026 at 10:00 a.m. (Toronto time). Unless otherwise defined herein, all capitalized words and phrases used in this Circular have the meanings given to such words and phrases in the Glossary of Terms in this Circular.

No person has been authorized to give any information or to make any representation in connection with the Arrangement or any other matters to be considered at the Meeting or any information discussed in or incorporated by reference in this Circular other than the information or representations contained in this Circular. If any such information or representation is given or made to you, you should not rely upon any such information or representation as having been authorized by the REIT or as being accurate and such information or representation should not be relied upon in making a decision as to how to vote on the Arrangement Resolution. For greater certainty, to the extent that any information contained or provided on the REIT's website or provided by Laurel Hill is inconsistent with this Circular, you should rely on the information provided in this Circular.

Information contained in or provided on the REIT's website, www.fcr.ca, or any website, other than those documents incorporated by reference herein and filed under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca, is not and is not deemed to be a part of this Circular or incorporated by reference herein and should not be relied upon in making a decision as to how to vote on the Arrangement Resolution or any other business as may properly come before the Meeting.

This document is important and requires your immediate attention. If you have any questions or require assistance, you should consult your investment dealer, broker, bank manager, lawyer or other professional advisor.

This Circular does not constitute an offer to acquire, or a solicitation of an offer to acquire, any securities, or the solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such solicitation is not qualified to do so or to any person to whom it is unlawful to make such an offer or solicitation.

CERTAIN INFORMATION CONTAINED IN THIS CIRCULAR

Descriptions in this Circular of the terms of the Interim Order, the Plan of Arrangement, the RBC Fairness Opinion, and the NBCM Fairness Opinion, attached to this Circular as Appendices "B", "D", "E", and "F", respectively, the Arrangement Agreement, which has been filed under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca and the Voting Support Agreements, the form of which has been filed under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca, are summaries of the terms of those documents and are qualified in their entirety by reference to the full text of each of these documents. You are urged to carefully read the full text of these documents. In the event of any inconsistency between the summary of any provision of these documents contained in this Circular and the actual text of the document, the text of the applicable document shall govern.

THIS CIRCULAR AND THE TRANSACTIONS CONTEMPLATED BY THE ARRANGEMENT AGREEMENT AND THE PLAN OF ARRANGEMENT, INCLUDING THE ARRANGEMENT, HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY SECURITIES REGULATORY AUTHORITY NOR HAS ANY SECURITIES REGULATORY AUTHORITY PASSED UPON THE FAIRNESS OR MERITS OF SUCH TRANSACTIONS OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS AN OFFENCE.

All information relating to the Purchaser, KingSett and Choice contained in this Circular including, in respect of Choice, under Appendices "H" and "I", has been provided by the Purchaser, KingSett and Choice, as applicable, for inclusion in this Circular and such information relating to Choice should be read together with, and is qualified by, the documents of Choice incorporated by reference herein. The REIT has relied on this information without having made independent inquiries as to the accuracy or completeness thereof. Neither the Board nor the REIT assumes any responsibility for the accuracy or

completeness of such information or for any omission therein or for any failure on the part of the Purchaser, KingSett or Choice or any of their respective affiliates or representatives to disclose facts or events which may affect the accuracy or completeness of any such information. In accordance with the Arrangement Agreement, the Purchaser has provided the REIT with all necessary information concerning the Purchaser, KingSett, the Purchaser Financing and the Purchaser Financing Sources that is required by Law to be included in this Circular and has ensured that such information does not, at the time of mailing of this Circular, contain any misrepresentation. Choice has provided the REIT with all necessary information concerning Choice and the Choice Consideration Units that is required by Law to be included in this Circular and has ensured that such information does not, at the time of mailing of this Circular, contain any misrepresentation.

The information contained in this Circular is given as at May 21, 2026 except where otherwise noted and except that information in documents incorporated by reference is given as of the dates noted therein.

FORWARD-LOOKING STATEMENTS AND INFORMATION

This Circular and the documents incorporated by reference herein contain certain forward-looking information and forward-looking statements as defined in applicable Securities Laws (collectively referred to as forward-looking statements). These statements relate to future events or our future performance. All statements other than statements of historical fact are forward-looking statements. The use of any of the words "anticipate", "ability", "plan", "continue", "estimate", "expect", "may", "will", "project", "predict", "potential", "should", "believe" and similar expressions is intended to identify forward-looking statements. These statements involve known and unknown risks, uncertainties and other factors that may cause actual results or events to differ materially from those anticipated in such forward-looking statements. These statements speak only as of the date of this Circular and statements contained in the documents incorporated by reference herein are as of the date of such documents, unless otherwise indicated herein or in such documents, and accordingly, are subject to change after such date. These statements are based upon our management's perception of historic trends, current conditions and expected future developments, as well as other factors management believes are appropriate in the circumstances.

These forward-looking statements include, but are not limited to, statements concerning:

- expectations with respect to the outcome of the Meeting;
- the reasons for, and anticipated benefits of, the Arrangement to Unitholders and other stakeholders, and the rationale of the Special Committee and the Board for their respective determinations and recommendations;
- expectations regarding whether the Arrangement and the other transactions contemplated by the Arrangement Agreement will be consummated, including the Parties' ability to satisfy conditions to the consummation of the Arrangement, or the anticipated timing for the closing of the Arrangement and the other transactions contemplated by the Arrangement Agreement;
- expectations regarding receipt of all necessary consents or approvals required in connection with the Arrangement;
- the anticipated value of the Arrangement Consideration per Unit to be received by Unitholders, as the number of Choice Units forming the Choice Consideration Units per Unit is fixed, whereas the trading prices of Choice Units may fluctuate;
- expectations as to the structure, principal steps, timing and implementation of the Arrangement;
- the anticipated receipt and timing of the Final Order and the Effective Date of the Arrangement;
- the expected percentage ownership of Unitholders following the consummation of the Arrangement of the outstanding Choice Units or the ability of the Choice Consideration Units to be listed on the TSX following closing of the Arrangement;
- expectations regarding the timing and payment of distributions by the REIT prior to the completion of the Arrangement;
- anticipated tax treatment or consequences of the Arrangement for Unitholders, including management's estimate of the amount of Ordinary Income to be paid or made payable to Unitholders pursuant to the Special REIT Distributions, the expectation that the REIT's Taxable Income for the Stub Year may exceed the aggregate Cash

Consideration per Unit payable to Unitholders under the Arrangement, and the anticipated Canadian withholding tax applicable to Non-Resident Holders in respect of the Special REIT Distributions;

- the potential costs of the Arrangement to the REIT, including in the event that the Arrangement is not completed;
- the financial condition, results of operations, future performance, and certain other risks and factors with respect to Choice or the Choice Units following completion of the Arrangement, including distributions on Choice Units, capital requirements and the risk that Choice may not realize anticipated benefits of its real estate portfolio (including the Choice Acquisition Properties), as more particularly described under the section entitled "*RISK FACTORS*" in this Circular; and
- such other information or statements that relate to future events or circumstances and which do not directly and exclusively relate to historical facts, including regarding a party's expectations, intentions, plans or beliefs.

Statements containing forward-looking information are not historical facts but instead represent management's expectations, estimates and projections regarding future events or circumstances. This forward-looking information is based on opinions, estimates and assumptions that, while considered by the REIT to be appropriate and reasonable as of the date of this Circular, are subject to known and unknown risks, uncertainties, and other factors that may cause the actual results, levels of activity, performance or achievements to be materially different from those expressed or implied by such forward-looking information, including but not limited to the risks described in detail in the documents incorporated by reference herein and in this Circular, including in the section entitled "*RISK FACTORS*". Readers are cautioned not to place undue reliance on these forward-looking statements. Factors, risks and uncertainties that may cause actual results to vary materially include, but are not limited to the following:

- there can be no assurance that the Arrangement will occur on the timeline or terms and conditions currently contemplated, or at all, including as a result of a failure to obtain or satisfy, as applicable, in a timely manner or otherwise, the Unitholder Approval, the Required Regulatory Approvals, the Required Third Party Consents and other closing conditions or for other reasons;
- the costs that the REIT will incur in connection with the Arrangement, including costs incurred in the event that the Arrangement is not completed, and the diversion of the attention of the REIT's management during the pendency of the Arrangement;
- the fact that the REIT is restricted from taking specified actions without the consent of KingSett and/or Choice during the pendency of the Arrangement;
- the fact that the Arrangement Agreement may be terminated in certain circumstances, and that the REIT may have to pay a termination fee to KingSett and Choice under certain circumstances;
- the fact that the market value of the Choice Consideration Units to be issued in connection with the Arrangement may have a different market value on the Effective Date than that which is currently expected;
- risks related to tax matters, including as to the amount of Ordinary Income to be distributed by the REIT and amount of the Special REIT Distributions or changes in tax Laws, regulations or future assessments;
- the receipt of a potential Acquisition Proposal by the REIT, whether or not constituting a Superior Proposal;
- the possibility of adverse reactions or changes in business relationships resulting from the announcement or completion of the Arrangement and other transactions contemplated by the Arrangement Agreement;
- credit, market, currency, operational, liquidity and funding risks generally and the associated impact on the REIT's anticipated operations and investment holdings including the value thereof and its ability to meet financial obligations when due;
- other risks inherent to the respective businesses carried on by each of the Parties and factors beyond such Parties' control, including risks which could result in a Material Adverse Effect or a Choice Material Adverse Effect; and
- other risks and uncertainties discussed in greater detail under "*RISK FACTORS*".

Although the REIT has attempted to identify in this Circular important factors that could cause actual actions, events or results to differ materially from those described in forward-looking statements and information in this Circular and the documents incorporated by reference herein, there may be other factors that cause actions, events or results not to be as

anticipated, estimated or intended. There can be no assurance that the forward-looking statements or information in this Circular and the documents incorporated by reference herein will prove to be accurate, as actual results and future events could differ materially from those anticipated in such forward-looking statements or information. Accordingly, readers should not place undue reliance on forward-looking statements or information in this Circular or in the documents incorporated by reference herein. Except as required by Law, the REIT disclaims any intention or obligation to update or revise any of the forward-looking statements or forward-looking information in this Circular or the documents incorporated by reference herein, whether as a result of new information, future events or otherwise, or to explain any material difference between subsequent actual events and such forward-looking statements and information. All of the forward-looking statements made or contained in this Circular and incorporated by reference herein are qualified by these cautionary statements.

We caution you that the foregoing list of important factors and assumptions is not exhaustive. If our assumptions turn out to be inaccurate, our actual results could be materially different from what we expect. Other events or circumstances could cause our actual results to differ materially from those estimated or projected and expressed in, or implied by, our forward-looking statements. You should also carefully consider the matters discussed in the cautionary statements contained in our Q1 Interim MD&A, and subsequent filings, which can be found under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca. Except as required by Law, we undertake no obligation to update publicly or otherwise revise any forward-looking statements or the foregoing list of factors, whether as a result of new information or future events or otherwise.

INFORMATION FOR UNITHOLDERS NOT RESIDENT IN CANADA

The REIT is an unincorporated, open-ended real estate investment trust governed by the Laws of Canada pursuant to the REIT Declaration of Trust. The solicitation of proxies and the transactions contemplated in this Circular involve securities of an issuer located in Canada and are being effected in accordance with Canadian securities Laws. This Circular has been prepared in accordance with disclosure requirements under Canadian securities Laws. Unitholders should be aware that disclosure requirements under Canadian securities Laws differ from disclosure requirements under Laws in other jurisdictions.

The enforcement by investors of civil liabilities under the securities Laws of jurisdictions outside of Canada may be affected adversely by the fact that: (a) the REIT is an unincorporated, open-ended real estate investment trust governed by the Laws of Canada pursuant to the REIT Declaration of Trust, (b) all of the Trustees and the REIT's officers are residents of Canada, and (c) all of the REIT's assets are, and the majority of the assets of the Trustees and the REIT's officers are, located in Canada. Unitholders may not be able to sue the REIT or the Trustees in a court for violations of foreign securities Laws. Unitholders should not assume that Canadian courts: (x) would enforce judgments of foreign courts obtained in actions against the REIT, the Trustees or the REIT's officers predicated upon foreign securities Laws provisions, or (y) would enforce, in original actions, liabilities against the REIT, the Trustees or the REIT's officers predicated upon foreign securities Laws. It may be difficult to compel the REIT, through the Trustees, to subject themselves to a judgment by a foreign court and it may not be possible for non-Canadian Unitholders to effect service of process within foreign jurisdictions on the REIT, the Trustees or the REIT's officers located in Canada.

THE TRANSACTIONS DESCRIBED IN THIS CIRCULAR HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY SECURITIES REGULATORY AUTHORITY, NOR HAS ANY SECURITIES REGULATORY AUTHORITY PASSED ON THE FAIRNESS OR MERITS OF SUCH TRANSACTIONS OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

Unitholders who are foreign taxpayers should be aware that the transactions contemplated herein may have tax consequences both in Canada and in such foreign jurisdiction. In particular, the Special REIT Distributions contemplated by the Plan of Arrangement are expected to be subject to Canadian withholding tax, as described under "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – TAXATION OF HOLDERS NOT RESIDENT IN CANADA*" in this Circular. Unitholders who are not residents of Canada are urged to consult their own tax advisors to determine the particular tax consequences to them of the Arrangement.

Information for U.S. Unitholders

THE ARRANGEMENT AND THE CHOICE UNITS ISSUABLE PURSUANT TO THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE OF THE UNITED STATES, NOR HAS THE SEC OR ANY SUCH STATE REGULATORY AUTHORITY PASSED UPON THE FAIRNESS OR MERITS OF THE ARRANGEMENT OR UPON THE ADEQUACY OR ACCURACY OF THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

The Choice Consideration Units to be received by Unitholders and other securityholders of the REIT in exchange for REIT Units and other securities of the REIT pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or any applicable state securities Laws and will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act set forth in Section 3(a)(10) thereof (the "**Section 3(a)(10) Exemption**") and pursuant to exemptions from registration under any applicable state securities Laws. Section 3(a)(10) of the U.S. Securities Act exempts from the registration requirements under the U.S. Securities Act securities issued in exchange for outstanding securities where the terms and conditions of the issuance and exchange are approved by a court of competent jurisdiction that is expressly authorized by Law to grant such approval, after a hearing upon the fairness of such terms and conditions of such issuance and exchange at which all persons to whom the securities will be issued in such exchange have the right to appear and receive timely notice thereof. The Choice Consideration Units received in exchange for the REIT Units and other securities of the REIT pursuant to the Arrangement will be freely tradable under U.S. federal securities Laws except by persons who are, or within 90 days prior to the Effective Time were, "affiliates" (as defined in Rule 144 under the U.S. Securities Act) of Choice. Any such Choice Consideration Units held by such an affiliate (or, if applicable, former affiliate) may only be resold in compliance with or pursuant to an exemption from the registration requirements of the U.S. Securities Act. See "*PRINCIPAL LEGAL MATTERS – SECURITIES LAWS MATTERS – UNITED STATES*" of this Circular.

The solicitation of proxies made in connection with this Circular is not subject to the requirements of Section 14(a) of the U.S. Exchange Act. Accordingly, this Circular has been prepared in accordance with applicable disclosure requirements under applicable Canadian securities Laws, which are different than the requirements applicable to proxy solicitations under the U.S. Exchange Act.

All financial statements and other financial information related to the REIT and Choice included or incorporated by reference in this Circular have been prepared in accordance with IFRS and are subject to Canadian auditing and auditor independence standards, which differ from U.S. GAAP and U.S. auditing and auditor independence standards in certain material respects. Consequently, such financial statements and other financial information are not comparable in all respects to financial statements prepared in accordance with U.S. GAAP and that are subject to U.S. auditing and auditor independence standards.

The enforcement by investors of civil liabilities under U.S. securities Laws may be affected adversely by the fact that each of the REIT and Choice are existing under Canadian Laws, that some or all of their respective officers and trustees are residents of countries other than the United States, that some or all of the experts named in this Circular are residents of countries other than the United States and that all or a substantial portion of the assets of the REIT and Choice are located outside the United States. As a result, it may be difficult or impossible for Unitholders to effect service of process within the United States upon the REIT or Choice or their respective trustees or officers or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal securities Laws of the United States or the securities or "blue sky" Laws of any state within the United States. In addition, Unitholders should not assume that the courts in Canada: (a) would enforce judgments of U.S. courts obtained in actions against such persons predicated upon civil liabilities under the federal securities Laws of the United States or the securities or "blue sky" Laws of any state within the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal securities Laws of the United States or the securities or "blue sky" Laws of any state within the United States.

Unitholders who are resident in, or citizens of, the United States are advised to consult their own tax advisors to determine the particular United States tax consequences to them of the Arrangement in light of their particular situation, as well as any tax consequences that may arise under the Laws of any other relevant foreign, state, local or other taxing jurisdiction. This Circular does not contain a description of the United States tax consequences of the Arrangement or the ownership of Choice Consideration Units.

In addition, Unitholders who are resident in the United States should be aware that the Special REIT Distributions contemplated by the Plan of Arrangement are expected to be subject to Canadian withholding tax, as described under "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – TAXATION OF HOLDERS NOT RESIDENT IN CANADA*" in this Circular. Unitholders who are not residents of Canada are urged to consult their own tax advisors to determine the particular tax consequences to them of the Arrangement.

CURRENCY PRESENTATION AND FINANCIAL PRINCIPLES

Unless otherwise indicated in this Circular, all currency amounts are expressed in Canadian dollars and references to "\$" in this Circular refer to Canadian dollars.

All financial statements and financial information therefrom included or incorporated by reference herein pertaining to the REIT have been prepared in accordance with IFRS. This Circular refers to "NOI", "EBITDA", "Adjusted EBITDA", "FFO" and "FFO per unit" which are non-IFRS financial measures, but which are commonly accepted and meaningful indicators of financial performance in the real estate industry. These financial measures have been derived from the REIT's financial statements and/or management's discussion and analysis, as applicable, and are intended to assist readers and provide further information about financial results to investors. Additional information on the non-IFRS financial measures included in this Circular can be found in the Q1 Interim MD&A, a copy of which is available under the issuer profile of the REIT on SEDAR+ at www.sedarplus.ca.

QUESTIONS AND ANSWERS

The following are some questions that you, as a Unitholder, may have relating to the Meeting, and the answers to those questions. These questions and answers do not provide all the information relating to the Meeting or the matters to be considered at the Meeting and are qualified in their entirety by the more detailed information contained elsewhere in this Circular.

Unitholders are urged to read this Circular in its entirety before making a decision related to their REIT Units.

QUESTIONS AND ANSWERS ABOUT THE MEETING AND VOTING

Q: Why did I receive this package of information?

A: On April 16, 2026, the Parties entered into the Arrangement Agreement, pursuant to which, among other things, Choice has agreed to acquire certain assets of the REIT and KingSett (via the Purchaser) has agreed to acquire the issued and outstanding REIT Units in a unit and cash transaction for aggregate consideration of approximately \$9.4 billion, including the assumption of certain debt. The Arrangement is subject to, among other things, obtaining the requisite Unitholder Approval. As a Unitholder as of the close of business on the Record Date (i.e., May 4, 2026), you are entitled to receive notice of, and to vote at, the Meeting. The management of the REIT is soliciting your proxy, or vote, and providing this Circular in connection with that solicitation.

Q: When and where is the Meeting?

A: The Meeting will be held in a hybrid format on Tuesday, June 23, 2026 at 10:00 a.m. (Toronto time), in person, at the offices of Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, Canada, M5L 1B9 and online virtually, via live audio webcast at <https://meetings.lumiconnect.com/400-262-504-961> (case sensitive password: "firstcapitalspecial2026"). See "GENERAL PROXY MATTERS" of this Circular for additional information.

Q: What am I being asked to vote on?

A: Unitholders are being asked to consider and, if deemed advisable, vote their REIT Units in favour of the Arrangement Resolution approving the Arrangement. The full text of the Arrangement Resolution is set out in Appendix "A" to this Circular.

Q: Who is entitled to vote on the Arrangement Resolution at the Meeting?

A: Only Unitholders as of the close of business on the Record Date are entitled to receive notice of, attend and vote at the Meeting.

Q: What if I acquire my REIT Units after the Record Date?

A: Only Unitholders as of the close of business on the Record Date are entitled to receive notice of, attend and vote at the Meeting. No Unitholder who becomes a Unitholder after the Record Date shall be entitled to vote at the Meeting.

Q: How many votes do I have?

A: Each Unitholder is entitled to one vote for each REIT Unit held as at the Record Date.

Q: How will the Arrangement Resolution be decided at the Meeting?

A: The Arrangement Resolution must be approved by at least 66⅔% of the votes cast by Unitholders present in person (or virtually) or represented by proxy at the Meeting. In addition, the Arrangement Resolution must also be approved by a simple majority of the votes cast by Unitholders present in person (or virtually) or represented by proxy, excluding the votes of persons described in items (a) through (d) of Section 8.1(2) of MI 61-101. See "THE ARRANGEMENT – REQUIRED UNITHOLDER APPROVAL" and "PRINCIPAL LEGAL MATTERS – SECURITIES LAWS MATTERS – MI 61-101 REQUIREMENTS" of this Circular for additional information.

Q: What is the quorum for the Meeting?

A: Pursuant to the terms of the REIT Declaration of Trust and the Interim Order, the quorum necessary for the Meeting is two or more persons (present in person (or virtually) or by proxy) being Unitholders or representing Unitholders by proxy who hold in the aggregate not less than 25% of the votes attached to all outstanding REIT Units.

Q: What is the voting deadline?

A: Registered Unitholders are encouraged to submit their proxies as soon as possible to ensure that their votes are counted. Proxies must be received by the Transfer Agent, Odyssey Trust Company, no later than 10:00 a.m. (Toronto time) on June 19, 2026, or if the Meeting is adjourned or postponed, 48 hours (excluding Saturdays, Sundays and statutory holidays in Ontario) before the adjourned meeting is reconvened or the postponed meeting is convened. The deadline for the deposit of proxies may be waived or extended by the Chair of the Meeting at his discretion without notice. A Beneficial Unitholder exercising voting rights through an Intermediary should consult the voting instruction form provided by such Beneficial Unitholder's Intermediary as the Intermediary may have different and earlier deadlines. See "*GENERAL PROXY MATTERS*" of this Circular for additional information.

Q: Am I a Registered Unitholder or a Beneficial Unitholder?

A: You are a Registered Unitholder if you hold a paper certificate or direct registration system statement evidencing REIT Units and your name appears directly on your certificate or direct registration system statement representing your REIT Units. You are a Beneficial Unitholder if you beneficially own REIT Units held in the name of an Intermediary, such as a bank, trust company, securities broker, trustee, depository, clearing agency or other intermediary. For example, you are a Beneficial Unitholder if you hold your REIT Units in a brokerage account of any type. See "*GENERAL PROXY MATTERS*" of this Circular for additional information.

Q: How can a Registered Unitholder vote?

A: A Registered Unitholder may vote in the following ways: (a) in advance of the Meeting, a Registered Unitholder may vote by submitting a proxy online at the website indicated on the form of proxy (<https://vote.odysseytrust.com>) or by mail by completing the form of proxy as directed and returning it in the accompanying postage-paid envelope to the Transfer Agent at 1100-67 Yonge Street, Toronto, Ontario, M5E 1J8; or (b) at the Meeting, a Registered Unitholder may attend and vote at the Meeting in person, at the offices of Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, Canada, M5L 1B9 or online virtually, via live audio webcast at <https://meetings.lumiconnect.com/400-262-504-961> (case sensitive password: firstcapitalspecial2026). See "*GENERAL PROXY MATTERS*" of this Circular for additional information.

Q: How can a Beneficial Unitholder vote?

A: If you are a Beneficial Unitholder, your Intermediary (or its service provider) will have provided you with a voting instruction form or form of proxy for the purpose of obtaining your voting instructions. Every Intermediary has its own procedures and provides instructions for voting. You must follow those instructions carefully to ensure your REIT Units are voted at the Meeting. Only Registered Unitholders and duly appointed proxyholders are permitted to vote at the Meeting in person or virtually. A Beneficial Unitholder wishing to attend and vote at the Meeting must appoint themselves as proxyholder in accordance with the instructions on their voting instruction form. Beneficial Unitholders who have not duly appointed themselves as proxyholders will not be able to participate in or vote at the Meeting but will be able to attend as guests. See "*GENERAL PROXY MATTERS*" of this Circular for additional information.

Q: What happens when I sign and return the form of proxy or voting instruction form?

A: When you sign the form of proxy or voting instruction form, you authorize the persons named therein to vote your REIT Units for you at the Meeting according to your instructions. If you return your form of proxy or voting instruction form and do not tell us how you want to vote your REIT Units, your vote will be cast in favour of the Arrangement Resolution. The accompanying form of proxy or voting instruction form confers discretionary authority on the persons named in it as proxies with respect to any amendments or variations to the matters identified in the Notice of Special Meeting or other matters that may properly come before the Meeting and the named proxies in your properly executed proxy will vote on such matters in accordance with their judgment. At the date of this Circular, management of the REIT is not aware of any such amendments, variations or other matters which are to be presented for action at the Meeting.

Q: Can I appoint someone other than the person(s) designated by management of the REIT to vote my REIT Units?

A: Yes. A Unitholder can appoint a person (who need not be a Unitholder) to attend and act on their behalf at the Meeting other than the persons designated in the form of proxy or the voting instruction form. A Unitholder may exercise such right by inserting the name in full of the desired person in the blank space provided in the form of proxy or the voting instruction form, and date and submit the form. If you appoint a non-management proxyholder, please make sure they are aware of such appointment and ensure that they will attend the Meeting in order for your vote to count. See "GENERAL PROXY MATTERS" of this Circular for additional information.

Q: Can I revoke or change my vote after I have voted by proxy?

A: Yes. If a Registered Unitholder has submitted a proxy, such holder may revoke it: (a) by instrument in writing executed by the Unitholder or the Unitholder's attorney authorized in writing, deposited with the Transfer Agent not later than 10:00 a.m. (Toronto time) on the Business Day preceding the day of the Meeting (or any adjournment or postponement thereof) or with the Chair of the Meeting on the day of the Meeting (or any adjournment or postponement thereof); (b) by a duly executed and deposited proxy bearing a later date or time than the date or time of the proxy being revoked; or (c) as permitted by Law. Registered Unitholders may also attend and vote at the Meeting, and if they do so, any voting instructions they previously gave for their REIT Units will be revoked. Beneficial Unitholders who wish to change their voting instructions must, in sufficient time in advance of the Meeting, contact their Intermediary in order to revoke their voting instructions and/or provide new voting instructions. See "GENERAL PROXY MATTERS" of this Circular for additional information.

Q: Who pays for the solicitation of proxies?

A: Management of the REIT is soliciting your proxy with respect to matters to be considered at the Meeting. The REIT has retained Laurel Hill as its proxy solicitation agent. The cost of soliciting proxies will be borne by the Purchaser and Choice. The solicitation of proxies will primarily be by mail but proxies may also be solicited by telephone, or by other electronic means of communication by the Trustees, officers, employees or agents of the REIT.

Q: Whom can I contact if I have questions about the Meeting or the Arrangement?

A: If you have any questions or need assistance in your consideration of the Arrangement or with the completion and delivery of your form of proxy or voting instruction form, please contact Laurel Hill, the REIT's proxy solicitation agent, by calling 1-877-452-7184 (North America Toll-Free) or 416-304-0211 (outside of North America), by texting "INFO" to either number, or by emailing assistance@laurelhill.com.

If you are a Registered Unitholder and have any questions with respect to completing the Letter of Transmittal, please contact the Depository, Computershare Investor Services Inc. by phone at 1-800-564-6253 (within North America) or 1-514-982-7555 (outside of North America) or by email at corporateactions@computershare.com.

QUESTIONS AND ANSWERS ABOUT THE ARRANGEMENT

Q: What is the Arrangement and who are the Parties involved?

A: The proposed Arrangement is to be implemented by way of a plan of arrangement under Section 192 of the CBCA and Section 60 of the Trustee Act. Under the terms of the Arrangement, Choice will acquire approximately \$5.0 billion of high-quality retail assets from the REIT which will be funded through a combination of the issuance of 68.6 million Choice Consideration Units to the Purchaser for cash (which will be distributed by the Purchaser to Unitholders and other securityholders of the REIT as part of the Arrangement Consideration payable to Unitholders and other securityholders of the REIT), a \$0.6 billion equity investment from George Weston Limited, the assumption of the REIT's \$2.3 billion of outstanding Debentures and approximately \$0.4 billion of existing in-place mortgages, and the issuance of new unsecured debentures by Choice. As part of the series of transactions contemplated by the Arrangement, KingSett, through the Purchaser, will indirectly acquire the REIT's remaining approximately \$4.4 billion asset portfolio by acquiring all of the issued and outstanding REIT Units in consideration for cash, financed on a fully committed basis, and the delivery of the Choice Consideration Units. The Purchaser is Premier Acquisition LP, an entity formed by KingSett to facilitate the Arrangement. See "INFORMATION CONCERNING THE PURCHASER AND KINGSETT CAPITAL" and "INFORMATION CONCERNING CHOICE" of this Circular for additional information.

Q: What will I receive under the Arrangement?

A: Under the Arrangement, each Unitholder (other than a Dissenting Unitholder in respect of their Dissent Units) will be entitled to receive, for each REIT Unit, the Arrangement Consideration per Unit, consisting of: (a) the Cash Consideration per Unit, being \$19.24 in cash; and (b) the Choice Consideration Units per Unit, being 0.3186 of a Choice Unit. The implied value of the total Arrangement Consideration per Unit is \$24.40, based on the closing price of Choice Units on the TSX on April 15, 2026 (the last trading day prior to the announcement of the Arrangement), and represents approximately a 17% premium to the REIT's 20-day volume-weighted average price of the REIT Units on the TSX for the period ended April 15, 2026 and approximately an 11.7% premium to the closing price of the REIT Units on the TSX on April 15, 2026. The actual value of the Arrangement Consideration per Unit received by Unitholders will depend on the market price of the Choice Units on the TSX at the time of closing and may be more or less than \$24.40 per REIT Unit.

Q: Are the Choice Consideration Units listed on a stock exchange?

A: Yes. The Choice Units are currently listed on the TSX under the symbol "CHP.UN". Application has been made for the listing on the TSX of the Choice Consideration Units to be issued in connection with the Arrangement, which listing will be conditional on the satisfaction of certain standard conditions. See "*STOCK EXCHANGE DELISTING AND CEASING REPORTING ISSUER STATUS*" of this Circular for additional information.

Q: Does the Board support the Arrangement?

A: Yes. The Special Committee, after consulting with its outside legal counsel and financial advisors, unanimously recommended that the Board approve the Arrangement Agreement and the Arrangement and recommend to Unitholders that they vote their REIT Units in favour of the Arrangement Resolution. The Board unanimously determined that the Arrangement is fair, from a financial point of view, to the Unitholders (other than KingSett and its affiliates) and the Arrangement is in the best interests of the Unitholders (other than KingSett and its affiliates) and unanimously recommends that Unitholders vote their REIT Units in favour of the Arrangement Resolution. See "*BACKGROUND TO THE ARRANGEMENT – FAIRNESS OPINIONS*" and "*BACKGROUND TO THE ARRANGEMENT – RECOMMENDATION OF THE BOARD*" of this Circular for additional information.

Q: What fairness opinions were received in connection with the Arrangement?

A: The Board and the Special Committee received the Opinions from each of the Financial Advisors, to the effect that, as of the date of each such Opinion and based on and subject to the limitations, qualifications and assumptions set forth therein, the Arrangement Consideration per Unit to be received by Unitholders pursuant to the Arrangement is fair, from a financial point of view, to the Unitholders (other than KingSett and its affiliates). NBCM will receive a fixed fee for the rendering of the NBCM Fairness Opinion which is not contingent on the outcome of the Arrangement.

Q: Are there summaries of the material terms of the agreements relating to the Arrangement?

A: Yes. This Circular includes a summary of the material terms of the Arrangement Agreement and the terms of the Plan of Arrangement. See "*THE ARRANGEMENT*" and "*THE ARRANGEMENT AGREEMENT*" of this Circular for additional information. The full text of the Plan of Arrangement is attached to this Circular as Appendix "D" and a copy of the Arrangement Agreement has been filed and can be located under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca.

Q: Have any Unitholders committed to voting for the Arrangement?

A: Yes. Each of the Trustees and executive officers of the REIT have entered into Voting Support Agreements, pursuant to which, among other things, such Trustees and executive officers of the REIT have agreed, subject to the terms and conditions thereof, to vote their REIT Units in favour of the Arrangement Resolution. Under the terms of the Voting Support Agreements, each Supporting Party is prohibited from transferring or disposing of their REIT Units until immediately following the satisfaction or waiver by the applicable Party or Parties of all conditions to closing of the Arrangement. In addition, KingSett has agreed to vote or cause to be voted all of the REIT Units beneficially owned, directly or indirectly, or over which control or direction is exercised, by KingSett or any of its affiliates in favour of the Arrangement Resolution. See "*RISK FACTORS – RISKS RELATED TO THE ARRANGEMENT - NO ASSURANCE OF CONTINUED REIT UNIT OWNERSHIP THROUGH CLOSING*" of this Circular for additional information.

Q: How will outstanding Options, Deferred Units, Restricted Units and Performance Units be treated under the Arrangement?

A: Under the Arrangement, all unvested Deferred Units, Performance Units and Restricted Units will immediately vest (with unvested Performance Units deemed to vest into a number of vested Performance Units calculated using the applicable Performance Factor). Each vested Deferred Unit, Performance Unit and Restricted Unit (other than Cash-Settled Incentive Securities) will be redeemed by the REIT and cancelled in exchange for (a) a cash payment in an amount equal to the Cash Consideration per Unit and (b) a fraction of a Choice Unit equal to the Choice Consideration Units per Unit, less applicable withholding. Each Cash-Settled Incentive Security (including customary annual Incentive Security grants which were approved prior to the date of the Arrangement Agreement but were not issued) will be redeemed by the REIT and cancelled (or settled in a substantially similar manner) for \$24.25 in cash, less applicable withholding. Each outstanding Option, whether vested or unvested, shall be deemed to be disposed of by the holder to the REIT for cancellation in exchange for a cash payment equal to the amount, if any, by which \$24.25 exceeds the exercise price of such Option, less applicable withholding. Each Incentive Plan and the Employee Unit Purchase Plan shall be terminated pursuant to the Plan of Arrangement. See "*THE ARRANGEMENT – TREATMENT OF REIT SECURITIES*" of this Circular for additional information.

Q: What will happen to the outstanding Debentures?

A: Upon completion of the Arrangement, Choice will assume and perform all of the liabilities and obligations under the Debentures pursuant to the Choice Supplemental Indenture and the REIT and the applicable REIT Subsidiaries shall be released therefrom. As a result, following the Effective Time, the Debentures will become valid and binding obligations of Choice. See "*THE ARRANGEMENT – ARRANGEMENT MECHANICS*" of this Circular for additional information.

Q: Will I continue to receive regular monthly distributions from the REIT prior to the completion of the Arrangement?

A: Prior to the completion of the Arrangement, Unitholders will continue to be eligible to receive regular monthly distributions from the REIT in an amount not exceeding \$0.076 per REIT Unit per month (and any equivalent distribution to the extent required or permitted under the Incentive Plans, which for greater certainty will not be settled through the issuance of REIT Units from treasury), provided that the record date for such distributions occurs prior to the Effective Date and the Unitholder is a holder of record on such distribution record date.

Q: Will I be entitled to receive distributions on the Choice Consideration Units that I receive as part of the Arrangement Consideration?

A: Yes, following the completion of the Arrangement, holders of Choice Units (including Choice Consideration Units) will be entitled to receive distributions on such Choice Units, including regular monthly distributions, if, when and in the amount declared by the Choice Board.

Q: What approvals are required for the Arrangement to become effective?

A: Among other things, the completion of the Arrangement is subject to: (a) receipt of the Unitholder Approval, being the approval of the Arrangement Resolution by (i) at least 66⅔% of the votes cast by Unitholders present in person (or virtually) or represented by proxy at the Meeting and (ii) a simple majority of the votes cast on the Arrangement Resolution by Unitholders present in person (or virtually) or represented by proxy at the Meeting, excluding votes required to be excluded under MI 61-101; (b) receipt of the Interim Order and the Final Order from the Court; (c) satisfaction or receipt of the Required Regulatory Approvals (including the Purchaser Competition Act Approval and the Choice Competition Act Approval); (d) the Choice Consideration Units issuable pursuant to the Arrangement being approved for listing by the TSX, subject to customary conditions; (e) receipt of the Required Third Party Consents; and (f) satisfaction or waiver of the other conditions specified in the Arrangement Agreement. See "*THE ARRANGEMENT AGREEMENT – CONDITIONS TO CLOSING OF THE ARRANGEMENT*" and "*PRINCIPAL LEGAL MATTERS*" of this Circular for additional information.

Q: How is the Arrangement being financed?

A: The completion of the Arrangement is not subject to any financing condition. The cash component of the Arrangement Consideration will be partly funded by the Purchaser through fully committed financing and partly funded by Choice through

a combination of equity and debt investment, including an equity investment from GWL, the assumption of the outstanding Debentures, the assumption of certain in-place mortgages and the issuance of new unsecured debentures by Choice. The unit component of the aggregate Arrangement Consideration will be satisfied through the issuance of 68.6 million Choice Units to the Purchaser for cash (which will be delivered by the Purchaser to Unitholders, other than Dissenting Unitholders, and other securityholders of the REIT). Under the terms of the Arrangement Agreement, each of the Purchaser and Choice is obligated to deposit their respective portions of the Arrangement Cash Consideration and Choice is further obligated to deposit irrevocable treasury and other directions providing for the distribution of the Choice Consideration Units to Unitholders and other securityholders of the REIT pursuant to the Plan of Arrangement. See "*THE ARRANGEMENT – SOURCES OF FUNDS*" and "*THE ARRANGEMENT AGREEMENT – CONDITIONS TO CLOSING OF THE ARRANGEMENT*" of this Circular for additional information.

Q: When will the Arrangement become effective?

A: Subject to obtaining Court approval and the satisfaction or, where permitted, waiver of all other conditions specified in the Arrangement Agreement, and assuming the Arrangement Resolution receives the Unitholder Approval, the Effective Date of the Arrangement will occur on the date shown on the Certificate of Arrangement. The Parties currently expect closing of the Arrangement to occur in the fourth quarter of 2026. The Outside Date for completion of the Arrangement is July 15, 2027.

Q: What will happen to the REIT if the Arrangement is completed?

A: If the Arrangement is completed, the Purchaser will indirectly acquire the REIT. It is expected that the REIT Units, which are currently listed for trading on the TSX, will be delisted from the TSX following completion of the Arrangement. The Purchaser also expects to cause the REIT to apply to cease to be a reporting issuer in all jurisdictions in which it is a reporting issuer in Canada. Following the Effective Date, Unitholders will cease to have any rights as Unitholders. See "*THE ARRANGEMENT*" of this Circular for additional information.

Q: What are the non-solicitation and "fiduciary out" provisions in the Arrangement Agreement?

A: The REIT is subject to customary non-solicitation covenants. However, if at any time prior to the Unitholder Approval having been obtained, the REIT receives an unsolicited, *bona fide* written Acquisition Proposal that the Board determines constitutes, or could reasonably be expected to constitute or lead to, a Superior Proposal, the REIT may engage in discussions and provide information to such third party, subject to certain conditions, including entering into an Acceptable Confidentiality Agreement and providing the Purchaser and Choice with copies of any non-public information provided to such party. The Board may make a Change in Recommendation or authorize the REIT to enter into a definitive agreement with respect to a Superior Proposal, subject to a customary right to match in favour of the Purchaser and Choice and payment of the Termination Fee of \$187.5 million. See "*THE ARRANGEMENT AGREEMENT – NON-SOLICITATION COVENANTS*" of this Circular for additional information.

Q: What will happen if the Arrangement Resolution is not approved or the Arrangement is not completed for any reason?

A: If the Arrangement Resolution is not approved or the Arrangement is not completed for any reason, the Arrangement Agreement may be terminated. In certain circumstances, upon the occurrence of a Termination Fee Event, the REIT will be required to pay the Termination Fee of \$187.5 million to the Purchaser (on behalf of the Purchaser and Choice) in connection with the termination of the Arrangement Agreement. If the Arrangement is not completed, Unitholders will not receive any payment for their REIT Units in connection with the Arrangement, the REIT will remain a reporting issuer and the REIT Units will continue to be listed on the TSX. See "*THE ARRANGEMENT AGREEMENT – TERMINATION RIGHTS AND TERMINATION FEE*" and "*RISK FACTORS*" of this Circular for additional information.

Q: Are there any risks I should consider in connection with the Arrangement?

A: Yes. There are a number of risk factors relating to the Arrangement and the business and operations of the REIT which should be carefully considered by Unitholders in evaluating whether to approve the Arrangement Resolution. See "*RISK FACTORS*" of this Circular for additional information.

Q: What are the Canadian federal income tax consequences of the Arrangement?

A: The Arrangement will involve the direct or indirect disposition of certain real property assets by the REIT and/or the REIT Subsidiaries, which will result in the realization of Ordinary Income (including the recapture of previously claimed capital cost allowance) and capital gains by the REIT. This income will be allocated and distributed by the REIT to Unitholders as part of the Plan of Arrangement, which may reduce the net after-tax proceeds Unitholders ultimately receive. This tax treatment is expected to differ from what a Unitholder would experience on a sale of REIT Units on the TSX prior to the Effective Date, which would generally give rise only to a capital gain (or capital loss) without any separate allocation of Ordinary Income of the REIT. As a result, the tax treatment under the Arrangement may be less favourable than a market sale, depending on a Unitholder's individual circumstances. The amount of Ordinary Income ultimately allocated to Unitholders will depend on a number of factors, including the timing of the Arrangement, the characterization of gains or losses on dispositions, and certain tax attributes of the REIT and the REIT Subsidiaries. Certain Unitholders, including Non-Resident Holders, may want to consider disposing of their REIT Units on the TSX, with a settlement date that is prior to closing, and should consult their own tax and investment advisors regarding this decision. See "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS*" and "*OTHER TAX CONSIDERATIONS*" of this Circular. Unitholders are urged to consult with their personal tax advisors regarding their particular circumstances, including the extent to which the tax consequences to them from participating in the Arrangement will differ from the tax consequences otherwise associated with a sale of their REIT Units on the TSX prior to the Effective Date.

Q: Can I sell my REIT Units on the TSX?

A: Generally speaking, Unitholders are free to sell their REIT Units through the facilities of the TSX for cash at any time prior to the completion of the Arrangement. Unitholders may wish to consider doing so, as a sale on the TSX would generally result only in a capital gain (or capital loss) for the selling Unitholder, without any separate allocation or distribution of Ordinary Income of the REIT. By contrast, Unitholders who participate in the Arrangement may receive a portion of the aggregate Arrangement Consideration per Unit to which such Unitholder is entitled in the form of taxable Ordinary Income which could result in a higher overall tax burden than a market sale. Accordingly, depending on a Unitholder's individual circumstances, the after-tax proceeds from a sale on the TSX could be more favourable than those received under the Arrangement. Unitholders are urged to consult with their personal tax advisors regarding the extent to which the tax consequences to them from participating in the Arrangement will differ from the tax consequences otherwise associated with a sale of their REIT Units on the TSX prior to the Effective Date.

Q: Do I have Dissent Rights?

A: Yes. Registered Unitholders as at the Record Date may exercise Dissent Rights in connection with the Arrangement pursuant to and in accordance with the Interim Order and the Plan of Arrangement. A Registered Unitholder who wishes to exercise Dissent Rights must, among other things, provide a written objection to the Arrangement Resolution to the REIT not later than 5:00 p.m. (Toronto time) on the Business Day that is two (2) Business Days before the Meeting. Strict compliance with the dissent procedures specified under the Interim Order and the Plan of Arrangement is required. Beneficial Unitholders who wish to dissent should be aware that only Registered Unitholders are entitled to dissent. A Beneficial Unitholder desiring to exercise Dissent Rights must make arrangements, including with their Intermediary, for the registered holder of their REIT Units to exercise Dissent Rights on their behalf. See "*DISSENT RIGHTS*" of this Circular for additional information.

Q: How and when will I receive the Arrangement Consideration per Unit for my REIT Units?

A: If the Arrangement Resolution is passed and the Arrangement is implemented, in order to receive the aggregate Arrangement Consideration per Unit to which Unitholders are entitled under the Arrangement, Registered Unitholders must complete and sign a Letter of Transmittal and deliver the signed Letter of Transmittal and all other required documents, including the certificate(s) or DRS Advice(s) representing their REIT Units, to the Depositary, Computershare Investor Services Inc., in accordance with the instructions contained in the Letter of Transmittal. Beneficial Unitholders holding REIT Units registered in the name of an Intermediary must contact their Intermediary to arrange for their Intermediary to complete the necessary transmittal documents and make such other arrangements with their Intermediary in accordance with the Intermediary's instructions as are necessary to receive the portion of the Arrangement Consideration to which they are entitled. See "*PROCEDURE FOR THE DELIVERY OF SECURITIES AND PAYMENT OF CONSIDERATION*" of this Circular for additional information.

Q: What if I do not submit a Letter of Transmittal?

A: Any unit certificate or DRS Advice formerly representing REIT Units not duly surrendered by a Registered Unitholder on or before 5:00 p.m. (Toronto time) on the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of REIT Units of any kind or nature against or in the REIT, the Purchaser, Choice, the Depositary or any other person. On such date, the consideration such former holder of REIT Units would otherwise have been entitled to receive shall be deemed to have been surrendered to the Purchaser for no consideration. See "*PROCEDURE FOR THE DELIVERY OF SECURITIES AND PAYMENT OF CONSIDERATION*" of this Circular for additional information.

SUMMARY

The following summary is an overview only of the information in this Circular. It should be read in conjunction with the more detailed information that is referred to or appears elsewhere in this document, including the Appendices and documents that are incorporated by reference in this Circular.

PURPOSE OF THE MEETING

Unitholders will be asked to consider and, if thought advisable, to pass, with or without variation, the Arrangement Resolution, the full text of which is set forth in Appendix "A" to this Circular to approve the Arrangement whereby, among other things, Choice will acquire certain assets of the REIT and the Purchaser will acquire the issued and outstanding REIT Units in a unit and cash transaction for aggregate consideration of approximately \$9.4 billion, including the assumption of certain debt. The Arrangement Resolution must be approved by at least 66⅔% of the votes cast by Unitholders present in person (or virtually) or represented by proxy at the Meeting. In addition, the Arrangement Resolution must also be approved by a simple majority of the votes cast by Unitholders present in person (or virtually) or represented by proxy, excluding the votes of persons described in items (a) through (d) of Section 8.1(2) of MI 61-101. See "*THE ARRANGEMENT – REQUIRED UNITHOLDER APPROVAL*" and "*THE ARRANGEMENT AGREEMENT – CONDITIONS TO CLOSING OF THE ARRANGEMENT*" of this Circular for additional information.

DATE, TIME AND PLACE OF THE MEETING

This Circular is furnished in connection with the solicitation of proxies by and on behalf of the management of the REIT for use at the Meeting to be held in a hybrid format, in person at the offices of Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, Canada, M5L 1B9 and online virtually at <https://meetings.lumiconnect.com/400-262-504-961> (case sensitive password: firstcapitalspecial2026) on Tuesday, June 23, 2026 at 10:00 a.m. (Toronto time). See "*GENERAL PROXY MATTERS*" of this Circular for additional information.

RECORD DATE

The Board has fixed the close of business on May 4, 2026 as the Record Date for the purpose of determining Unitholders entitled to receive notice of and to vote at the Meeting. Each Unitholder is entitled to one vote for each REIT Unit held as of the Record Date, on each matter to be voted on at the Meeting. See "*GENERAL PROXY MATTERS*" of this Circular for additional information.

If you have any questions or need assistance in your consideration of the Arrangement or with the completion and delivery of your form of proxy or voting instruction form, please contact Laurel Hill, the REIT's proxy solicitation agent, by calling 1-877-452-7184 (North America Toll-Free) or 416-304-0211 (outside of North America), by texting "INFO" to either number, or by emailing assistance@laurelhill.com.

BACKGROUND TO THE ARRANGEMENT

The Arrangement is the result of extensive negotiations among representatives of the REIT, the Board and Special Committee, KingSett and Choice and their respective legal and financial advisors. See "*BACKGROUND TO THE ARRANGEMENT*" of this Circular for additional information.

FAIRNESS OPINIONS

The Special Committee and the Board received oral fairness opinions (each subsequently confirmed by the delivery of a written fairness opinion) from each of RBC Capital Markets and NBCM to the effect that, as of April 15, 2026 and based on and subject to the limitations, qualifications and assumptions set forth therein, the Arrangement Consideration per Unit to be received by Unitholders pursuant to the Arrangement is fair, from a financial point of view, to the Unitholders (other than KingSett and its affiliates). See "*BACKGROUND TO THE ARRANGEMENT – FAIRNESS OPINIONS*" of this Circular for additional information.

RECOMMENDATION OF THE SPECIAL COMMITTEE

The Special Committee, following receipt and review of the Opinions and after consulting with outside legal counsel and financial advisors, unanimously recommended that the Board approve the Arrangement Agreement and the Arrangement and recommend to Unitholders that they vote their REIT Units in favour of the Arrangement Resolution. See "*BACKGROUND TO THE ARRANGEMENT – RECOMMENDATION OF THE SPECIAL COMMITTEE*" of this Circular for additional information.

RECOMMENDATION OF THE BOARD

The Board, following receipt and review of the Opinions and taking into consideration, among other things, the unanimous recommendation of the Special Committee, and after consulting with outside legal counsel and financial advisors, unanimously determined that the Arrangement is fair, from a financial point of view, to the Unitholders (other than KingSett and its affiliates) and the Arrangement is in the best interests of the Unitholders (other than KingSett and its affiliates), and unanimously recommends that Unitholders vote their REIT Units in favour of the Arrangement Resolution. See "*BACKGROUND TO THE ARRANGEMENT – RECOMMENDATION OF THE BOARD*" of this Circular for additional information.

REASONS FOR THE RECOMMENDATION

In evaluating the Arrangement and making its recommendation, each of the Special Committee and the Board carefully considered the Arrangement and consulted with and received advice from its financial, legal and other advisors, as well as senior management of the REIT. The Special Committee and the Board reviewed a significant amount of information and considered a number of factors in making their recommendations to Unitholders to vote their REIT Units in favour of the Arrangement Resolution, including the following:

- ***Immediate and Significant Premium to Market Price*** – under the Arrangement, Unitholders will receive, for each REIT Unit, \$19.24 in cash and 0.3186 of a Choice Unit. Based on the closing price of the Choice Units on the TSX on April 15, 2026 (the last trading day prior to the announcement of the Arrangement), the Arrangement Consideration per Unit had an implied value of \$24.40 per REIT Unit, representing a premium of: (a) approximately 17% to the 20-day volume-weighted average price of the REIT Units on the TSX for the period ended April 15, 2026; (b) approximately 11.7% to the closing price of the REIT Units on the TSX on April 15, 2026; (c) approximately 21% to the 90-day volume-weighted average price of the REIT Units on the TSX for the period ended April 15, 2026; and (d) approximately 7% to the REIT's net asset value of \$22.81 per REIT Unit as of March 31, 2026. The actual value of the Arrangement Consideration per Unit will depend on the market price of the Choice Units at the time of closing and such actual value of the Arrangement Consideration per Unit may be more or less than \$24.40 per REIT Unit.
- ***Certainty of Value and Participation in Upside of Choice Units*** – the cash component of the Arrangement Consideration per Unit, which represents approximately 79% of the Arrangement Consideration per Unit, based on the implied value of the Arrangement Consideration per Unit as at April 15, 2026, provides Unitholders with certainty of value and immediate liquidity for a significant portion of the Arrangement Consideration per Unit, and removes the risks associated with the REIT remaining an independent public entity, including challenges of acquiring and developing assets on an accretive basis as well as external factors such as macroeconomic factors, changes in interest rates, access to and pricing of debt and equity capital, capitalization rates, political conditions and capital markets conditions that are beyond the control of the REIT, the Board and the management team. At the same time, ownership of the Choice Consideration Unit component of the Arrangement Consideration per Unit, which forms part and represents approximately 21% of the Arrangement Consideration per Unit, provides Unitholders with a meaningful opportunity to participate in the near and long-term growth of Choice following the completion of the Arrangement. In particular, upon completion of the Arrangement, Choice will have acquired properties of the REIT representing approximately 55% of the gross asset value of the REIT's properties, significantly enhancing Choice's portfolio and positioning it as one of Canada's preeminent owners of high-quality commercial and residential real estate. The Special Committee and the Board believe that the mixed consideration structure provides Unitholders with immediate liquidity and certainty of value while also providing the opportunity for Unitholders to benefit from Choice's real estate platform going forward.

- ***Compelling Value Relative to Alternatives*** – the Special Committee and the Board, in consultation with their legal and financial advisors, and based upon the business, operations, financial condition, earnings and prospects of the REIT, as well as their collective knowledge of the current and prospective environment in which the REIT operates (including economic and market conditions in the real estate industry), thoroughly assessed the relative benefits, risks and potential timelines of various alternatives reasonably available to the REIT. In doing so, the Special Committee and the Board had regard to the Board's prior engagement with multiple credible counterparties, none of whose proposals were determined to be actionable from a value and transaction certainty standpoint, as well as the risk-adjusted view of the value that could reasonably be expected to be realized from continued execution of the REIT's existing Three Year Plan. Having considered these alternatives and having regard to, among other things, the premium offered, the mixed cash and unit consideration structure and the credibility and financial capacity of KingSett and Choice, the Special Committee and the Board concluded that entering into the Arrangement Agreement was the most favourable alternative reasonably available to the REIT and its Unitholders.
- ***Distributions During the Interim Period*** – the REIT is permitted to continue to declare and pay regular monthly distributions to Unitholders through to the closing of the Arrangement, in an amount not exceeding \$0.076 per REIT Unit per month. This will allow Unitholders to continue to receive a regular distribution, and to benefit from the continued operations of the REIT, through to the closing of the Arrangement.
- ***Fairness Opinions*** – receipt by both the Board and the Special Committee of the Opinions in which RBC Capital Markets and NBCM concluded that, based on and subject to the limitations, qualifications and assumptions set forth therein, the Arrangement Consideration per Unit to be received by Unitholders pursuant to the Arrangement is fair, from a financial point of view, to the Unitholders (other than KingSett and its affiliates). NBCM will receive a fixed fee for the rendering of the NBCM Fairness Opinion which is not contingent on the outcome of the Arrangement.
- ***Role and Independence of the Special Committee*** – the negotiations leading to the execution of the Arrangement Agreement were supervised by the Special Committee, which is comprised entirely of independent Trustees and was advised by experienced and qualified independent legal and financial advisors. The Special Committee took an active and independent role in evaluating, supervising and overseeing the process and the negotiation of the Arrangement and the Arrangement Agreement. The Special Committee had no obligation to recommend the Arrangement or any other transaction and had retained the authority to reject any proposals made.
- ***Arrangement Agreement Terms and Deal Protections*** – the Arrangement Agreement is the result of a comprehensive negotiation process that was undertaken at arm's length with the oversight and participation of the Special Committee advised by experienced and qualified legal and financial advisors and resulted in terms and conditions that are reasonable in the judgment of the Special Committee and the Board. In particular, the Arrangement Agreement contains customary "fiduciary out" provisions pursuant to which the Board may, in certain circumstances and prior to the obtaining of the Unitholder Approval, consider, accept and enter into a definitive agreement with respect to a Superior Proposal, subject to the Purchaser's customary right to match. The Voting Support Agreements entered into by each of the Trustees and officers of the REIT automatically terminate upon, among other circumstances, the REIT entering into a definitive agreement with respect to a Superior Proposal. The Special Committee has been advised, and believes, that the Termination Fee of \$187.5 million, payable by the REIT in the event the Arrangement Agreement is terminated in connection with a Superior Proposal or a Change in Recommendation, is reasonable in the circumstances and only payable in customary and limited circumstances. The Arrangement Agreement also contains interim operating covenants that are reasonable in light of the expected time period between signing and closing.
- ***No Financing Condition and Reasonable Likelihood of Completion*** – the Arrangement is not subject to any due diligence condition or financing condition. The obligations of the Purchaser and Choice to complete the Arrangement are subject to a limited number of conditions that the Special Committee and the Board believe are reasonable in the circumstances and can be achieved within the timeframe contemplated by the Arrangement Agreement, with closing currently expected in the fourth quarter of 2026.
- ***Credibility of KingSett Capital, KingSett and Choice*** – KingSett Capital, KingSett and Choice have each demonstrated commitment, creditworthiness, and a consistent track record of completing large-scale real estate

transactions, which is indicative of the ability of the Purchaser and Choice to complete the transactions contemplated by the Arrangement Agreement.

- **Support for the Arrangement** – members of the Board and the REIT's management, representing approximately 0.5% of the issued and outstanding REIT Units, have entered into their respective Voting Support Agreements pursuant to which they have agreed to vote their REIT Units in favour of the Arrangement Resolution. KingSett, which owns approximately 3.9% of the outstanding REIT Units, has also agreed to vote those REIT Units in favour of the Arrangement.
- **Two-thirds Majority and "Majority of Minority" Approvals** – the fact that the Arrangement, among other things, must be approved by not less than: (a) two-thirds (66⅔%) of votes cast thereon by Unitholders present in person (or virtually) or represented by proxy at the Meeting; and (b) as required by MI 61-101, a simple majority of the votes cast thereon by Unitholders present in person (or virtually) or represented by proxy at the Meeting, excluding REIT Units held by persons described in items (a) through (d) of Section 8.1(2) of MI 61-101.
- **Court Approval** – the Arrangement must be approved by the Court, which will consider whether the Arrangement is fair and reasonable.
- **Dissent Rights** – Registered Unitholders as at the Record Date who oppose the Arrangement may, upon strict compliance with certain conditions, exercise the dissent rights specified in the Interim Order and Plan of Arrangement and, if ultimately successful, be entitled to be paid the fair value of their REIT Units determined as of the day immediately before the Arrangement Resolution is adopted, subject to the provisions of the Plan of Arrangement.

In the course of their deliberations, the Special Committee and the Board also considered a number of potential risks and other factors resulting from the Arrangement described in further detail under "**BACKGROUND TO THE ARRANGEMENT – REASONS FOR THE RECOMMENDATION**" of this Circular, including the risks described under the heading "**RISK FACTORS**" of this Circular.

THE ARRANGEMENT

The Arrangement will be effected pursuant to a court approved statutory plan of arrangement under Section 192 of the CBCA and Section 60 of the Trustee Act in accordance with the terms of the Arrangement Agreement, which provides for, among other things, the acquisition by the Purchaser of each issued and outstanding REIT Unit for the Arrangement Consideration per Unit with an implied value of \$24.40, based on the closing price of Choice Units on the TSX on April 15, 2026 (the last trading day prior to the announcement of the Arrangement). The actual value of the Arrangement Consideration per Unit received by Unitholders will depend on the market price of the Choice Units on the TSX at the time of closing of the Arrangement and may be more or less than \$24.40 per REIT Unit. It is currently anticipated that the Arrangement will be completed in the fourth quarter of 2026. See "**THE ARRANGEMENT**" of this Circular for additional information.

TREATMENT OF REIT SECURITIES

Under the Arrangement, each Unitholder (other than a Dissenting Unitholder in respect of their Dissent Units) will be entitled to receive, for each REIT Unit, the Arrangement Consideration per Unit, consisting of: (a) the Cash Consideration per Unit, being \$19.24 in cash; and (b) the Choice Consideration Units per Unit, being 0.3186 of a Choice Unit. In addition, pursuant to the Plan of Arrangement, all unvested Deferred Units, Performance Units and Restricted Units will immediately vest, and each vested Deferred Unit, Performance Unit and Restricted Unit (other than Cash-Settled Incentive Securities) will be redeemed by the REIT and cancelled in exchange for a cash payment equal to the Cash Consideration per Unit and a fraction of a Choice Unit equal to the Choice Consideration Units per Unit. Each Cash-Settled Incentive Security (including customary annual Incentive Security grants which were approved prior to the date of the Arrangement Agreement but were not issued) will be redeemed by the REIT and cancelled (or settled in a substantially similar manner) for \$24.25 in cash, less applicable withholding. Each outstanding Option will be cancelled in exchange for a cash payment equal to the amount, if any, by which \$24.25 exceeds the exercise price of such Option, less applicable withholding. See "**THE ARRANGEMENT – TREATMENT OF REIT SECURITIES**" of this Circular for additional information.

PERMITTED DISTRIBUTIONS

During the period pending completion of the Arrangement, the REIT is permitted to declare and pay, or cause its distribution disbursing agent to pay, regular monthly distributions in an amount not exceeding \$0.076 per REIT Unit and equivalent distributions to the extent required or permitted under the Incentive Plans, provided that such equivalent distributions will not be settled through the issuance of REIT Units from treasury. Unitholders will be eligible to receive such regular monthly distributions if the record date for such distributions occurs prior to the Effective Date of the Arrangement and the Unitholder is a holder of record on such distribution record date.

WITHHOLDING TAXES

The REIT, the Purchaser, Choice and the Depositary, and their respective agents, as applicable, shall be entitled to deduct or withhold, from any amounts payable or otherwise deliverable to any person pursuant to the Arrangement or the Arrangement Agreement such amounts as the REIT, the Purchaser, Choice or the Depositary, as applicable, determines, acting reasonably, are required to be deducted or withheld with respect to such payment or delivery under the Tax Act or any provision of any other Laws, and to remit such deduction and withholding amount to the appropriate Governmental Entity. Each of the REIT, the Purchaser, Choice and the Depositary, and their respective agents, as applicable, is authorized to sell or otherwise dispose of, on behalf of such person, such portion of any Choice Units or other security deliverable to such person as is necessary to provide sufficient funds to the REIT, the Purchaser, Choice or the Depositary, as applicable, to enable it to comply with such deduction or withholding requirement. See "*THE ARRANGEMENT – WITHHOLDING TAXES*" of this Circular for additional information.

TAX IMPLICATIONS OF TRANSACTION STRUCTURE

Resident Holders that participate in the Arrangement are expected to realize taxable income as a result of the Arrangement and Non-Resident Holders that participate in the Arrangement will be subject to withholding tax in respect of the Arrangement. As such, it is anticipated that certain Unitholders, including those that are non-residents of Canada, may want to consider selling their REIT Units on the TSX with a settlement date prior to the Effective Date as an alternative to participating in the Arrangement. See "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS*" and "*TAXATION OF HOLDERS NOT RESIDENT IN CANADA*" of this Circular for additional information.

REQUIRED UNITHOLDER APPROVAL

The Arrangement Resolution must be approved by (a) the affirmative vote of at least two-thirds (66⅔%) of the votes cast by Unitholders present in person (or virtually) or represented by proxy at the Meeting and (b) a simple majority (more than 50%) of the votes cast by Unitholders present in person (or virtually) or represented by proxy at the Meeting, excluding, for this purpose, any person whose votes are required to be excluded under Section 8.1(2) of MI 61-101. The Arrangement Resolution must receive Unitholder Approval in order for the REIT to seek the Final Order and implement the Arrangement on the Effective Date. See "*THE ARRANGEMENT – REQUIRED UNITHOLDER APPROVAL*" of this Circular for additional information.

SOURCES OF FUNDS

The Arrangement Agreement does not contain a financing condition to the closing of the Arrangement and as such, even if the anticipated financing (or alternative financing) contemplated by the Purchaser or Choice is not obtained, each of the Purchaser and Choice is obligated to consummate the Arrangement subject to the conditions and in accordance with the terms under the Arrangement Agreement. The cash component of the Arrangement Consideration will be partly funded by the Purchaser through fully committed financing and partly funded by Choice through a combination of equity and debt investment, including an equity investment from GWL, the assumption of the outstanding Debentures, the assumption of certain in-place mortgages and the issuance of new unsecured debentures by Choice. The unit component of the aggregate Arrangement Consideration will be satisfied through the issuance of 68.6 million Choice Units to the Purchaser for cash (which will be delivered by the Purchaser to Unitholders, other than Dissenting Unitholders, and other securityholders of the REIT). Under the terms of the Arrangement Agreement, each of the Purchaser and Choice is obligated to deposit their respective portions of the Arrangement Cash Consideration and Choice is further obligated to deposit irrevocable treasury and other directions providing for the distribution of the Choice Consideration Units to Unitholders and other securityholders of the REIT pursuant to the Plan of Arrangement. Pursuant to the Arrangement Agreement, KingSett has agreed to unconditionally and irrevocably guarantee in favour of the REIT and ArrangementCo the KingSett Guaranteed Obligations,

including the obligation to deposit sufficient funds to satisfy the Purchaser's portion of the Arrangement Cash Consideration. See "*THE ARRANGEMENT – SOURCES OF FUNDS*" of this Circular for additional information.

VOTING SUPPORT

As of the Record Date, 1,208,755 REIT Units, representing approximately 0.57% of the issued and outstanding REIT Units, were subject to the terms of the Voting Support Agreements, which require each Supporting Party to, among other things, vote their REIT Units in favour of the Arrangement Resolution. Under the terms of the Voting Support Agreements, each Supporting Party is prohibited from transferring or disposing of their REIT Units until immediately following the satisfaction or waiver by the applicable Party or Parties of all conditions to the Arrangement. In addition and pursuant to the Arrangement Agreement, KingSett has covenanted to cause 8,293,326 REIT Units, representing approximately 3.9% of the issued and outstanding REIT Units and all of the REIT Units beneficially owned, directly or indirectly, or over which control or direction is exercised, by KingSett or any of its affiliates as of the Record Date, to be voted in favour of the Arrangement Resolution. See "*THE ARRANGEMENT – VOTING SUPPORT*" of this Circular for additional information.

PROCEDURE FOR THE DELIVERY OF SECURITIES AND PAYMENT OF CONSIDERATION

DEPOSITARY AGREEMENT

Prior to the Effective Date, each Arrangement Party and Computershare Investor Services Inc., in its capacity as Depositary, will enter into the Depositary Agreement, pursuant to which Computershare Investor Services Inc. will be engaged as Depositary for, among other things, the receipt and validation of deposits of the REIT Units and related Letters of Transmittal and the processing and payment of the portion of the Arrangement Consideration to which depositing Unitholders are entitled in connection with the Arrangement. See "*PROCEDURE FOR THE DELIVERY OF SECURITIES AND PAYMENT OF CONSIDERATION – DEPOSITARY AGREEMENT*" of this Circular for additional information.

LETTER OF TRANSMITTAL

If the Arrangement Resolution is passed and the Arrangement is implemented, in order to receive the aggregate Arrangement Consideration per Unit for their REIT Units, a Registered Unitholder must complete and sign the Letter of Transmittal and deliver such Letter of Transmittal together with the certificate(s) and/or copies of DRS Advice(s), as applicable, representing REIT Units to the Depositary in accordance with the instructions contained in the Letter of Transmittal. Beneficial Unitholders holding REIT Units that are registered in the name of an Intermediary must contact their Intermediary to arrange for their Intermediary to complete the necessary transmittal documents and make such other arrangements with their Intermediary in accordance with the Intermediary's instructions as are necessary to receive the portion of the Arrangement Consideration to which they are entitled. See "*PROCEDURE FOR THE DELIVERY OF SECURITIES AND PAYMENT OF CONSIDERATION – LETTER OF TRANSMITTAL*" of this Circular for additional information.

CERTIFICATES AND PAYMENT

The Arrangement Consideration per Unit payable to Unitholders (other than Dissenting Unitholders in respect of their Dissent Units) will consist of the Cash Consideration per Unit, being \$19.24 in cash, and the Choice Consideration Units per Unit, being 0.3186 of a Choice Unit. Any certificate or DRS Advice formerly representing REIT Units not duly surrendered on or before 5:00 p.m. (Toronto time) on the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of REIT Units of any kind or nature against or in the REIT, the Purchaser, Choice, the Depositary or any other person. On such date, the aggregate of the Arrangement Consideration per Unit such former holder of REIT Units would otherwise have been entitled to receive shall be deemed to have been surrendered to the Purchaser for no consideration. See "*PROCEDURE FOR THE DELIVERY OF SECURITIES AND PAYMENT OF CONSIDERATION – CERTIFICATES AND PAYMENT*" of this Circular for additional information.

DISSENT RIGHTS

The Interim Order and Plan of Arrangement expressly provide that, notwithstanding Section 10.1 of the REIT Declaration of Trust, Registered Unitholders shall have the right to dissent from the Arrangement Resolution with respect to the REIT Units held by such Unitholder, pursuant to the procedures set out in Section 190 of the CBCA, as the same may be modified by the Interim Order, the Plan of Arrangement, and any other order of the Court. Any Registered Unitholder who does not

vote in favour of the Arrangement Resolution and who exercises Dissent Rights in strict compliance with the Dissent Procedures will be entitled, in the event that the Arrangement becomes effective, to be paid by the Purchaser the fair value of the Dissent Units held by such Dissenting Unitholder, in accordance with the Plan of Arrangement. The Plan of Arrangement provides that Unitholders exercising Dissent Rights shall participate in the Special Cash Distribution, the Special Note Distribution and the Special Units Distribution on the same terms and to the same extent as non-Dissenting Unitholders, and that the fair value such Dissenting Unitholders are otherwise entitled to receive for their Dissent Units will be reduced by the amount of the Special Cash Distribution and Special Note Distribution received on such Dissent Units. Unitholders are cautioned that such fair value (together with the amount of the Special Cash Distribution per Unit and Special Note Distribution per Unit) could be determined to be less than the trading price of the REIT Units on the TSX. It is a condition to completion of the Arrangement in favour of the Purchaser that Dissent Rights shall not have been validly exercised in respect of greater than 5% of the outstanding REIT Units (excluding any such Dissent Rights which have been validly withdrawn prior to the Effective Date). Only a Registered Unitholder may exercise Dissent Rights. It is recommended that any Registered Unitholder wishing to avail themselves of their Dissent Rights seek legal advice. See "*DISSENT RIGHTS*" of this Circular for additional information.

THE ARRANGEMENT AGREEMENT

See "*THE ARRANGEMENT AGREEMENT*" of this Circular for additional information on certain material terms of the Arrangement Agreement.

COVENANTS OF THE PARTIES

Pursuant to the Arrangement Agreement, the REIT has agreed to certain negative and affirmative covenants relating to the operation of its business during the Interim Period. In particular, the REIT has covenanted and agreed that, during the Interim Period, except with the prior written consent of the Purchaser and Choice, as required or expressly permitted by the Arrangement Agreement or the Plan of Arrangement, or as required by Law, the REIT will, and will cause each of the REIT Subsidiaries to, conduct its and their respective businesses in the Ordinary Course and in accordance with Law. See "*THE ARRANGEMENT AGREEMENT – COVENANTS OF THE PARTIES*" of this Circular for additional information.

NON-SOLICITATION COVENANTS

The REIT is subject to customary non-solicitation covenants. However, if at any time prior to the Unitholder Approval having been obtained, the REIT receives an unsolicited, *bona fide* written Acquisition Proposal that the Board determines constitutes, or could reasonably be expected to constitute or lead to, a Superior Proposal, the REIT may engage in discussions and provide information to such third party, subject to certain conditions, including entering into an Acceptable Confidentiality Agreement and providing the Purchaser and Choice with copies of any non-public information provided to such party. The Board may make a Change in Recommendation or authorize the REIT to enter into a definitive agreement with respect to a Superior Proposal, subject to a customary right to match in favour of the Purchaser and Choice and payment of the Termination Fee of \$187.5 million. See "*THE ARRANGEMENT AGREEMENT – NON-SOLICITATION COVENANTS*" of this Circular for additional information.

CONDITIONS TO CLOSING OF THE ARRANGEMENT

The Arrangement Parties are not required to complete the Arrangement unless each of certain mutual conditions have been satisfied or waived, including: (a) approval of the Arrangement Resolution by Unitholders at the Meeting in accordance with the Interim Order; (b) receipt of the Interim Order and the Final Order; (c) that the Required Regulatory Approvals shall have been satisfied or received; (d) that no Law is in effect that makes the consummation of the Arrangement illegal; and (e) approval of the listing of the Choice Consideration Units by the TSX, subject to customary conditions. The obligations of the REIT, on the one hand, and the Purchaser and Choice, on the other hand, to consummate the Arrangement are subject to certain additional conditions, including receipt of the Required Third Party Consents, all of which are set forth in greater detail in this Circular. See "*THE ARRANGEMENT AGREEMENT – CONDITIONS TO CLOSING OF THE ARRANGEMENT*" of this Circular for additional information.

TERMINATION RIGHTS AND TERMINATION FEE

The Arrangement Agreement may be terminated in certain circumstances, including if the Arrangement is not completed by the Outside Date (July 15, 2027), or if the Unitholder Approval is not obtained. In certain circumstances, the termination of the Arrangement Agreement may constitute a Termination Fee Event, which would require payment by the REIT of the

Termination Fee of \$187.5 million to the Purchaser (on behalf of the Purchaser and Choice). See "*THE ARRANGEMENT AGREEMENT – TERMINATION RIGHTS AND TERMINATION FEE*" of this Circular for additional information.

PRINCIPAL LEGAL MATTERS

MINORITY APPROVAL REQUIREMENTS

Pursuant to MI 61-101, the Arrangement is subject to "minority approval", which requires approval by a simple majority of the votes cast by all Unitholders, excluding votes of Unitholders that constitute "interested parties" (as defined in MI 61-101). Following review and consideration of the number of REIT Units held by each Trustee and senior officer of the REIT and the benefits that they may expect to receive pursuant to the Arrangement, the Special Committee has determined that as a result of the accelerated vesting and redemption, disposition or settlement, as applicable, of Incentive Securities and Cash-Settled Incentive Securities for consideration which holders thereof are entitled under the Arrangement, and such other potential benefits described in additional detail under "*PRINCIPAL LEGAL MATTERS – SECURITIES LAWS MATTERS – MI 61-101 REQUIREMENTS*" of this Circular, the President and Chief Executive Officer of the REIT may be considered to be receiving a "collateral benefit" for purposes of MI 61-101. In addition, to the knowledge of the REIT, following reasonable inquiry at the direction of the Special Committee, RBC Capital Markets constitutes a related party of the REIT within the meaning of MI 61-101 and the Special Committee has determined as a result of a significant portion of RBC Capital Markets' advisory fee being contingent on the successful completion of the Arrangement, such contingent advisory fee may technically constitute a "collateral benefit" for purposes of MI 61-101.

For purposes of "minority approval" requirements under MI 61-101, votes attaching to 542,292 REIT Units and 38,493,541 REIT Units beneficially owned, directly or indirectly, or over which control or direction is exercised, by the President and Chief Executive Officer of the REIT and RBC Capital Markets, together with certain of its affiliates, respectively, will be excluded in determining whether minority approval in respect of the Arrangement Resolution is obtained at the Meeting. See "*PRINCIPAL LEGAL MATTERS – SECURITIES LAWS MATTERS – MINORITY APPROVAL REQUIREMENTS*" for additional information.

SECURITIES LAWS MATTERS

The distribution of the Choice Consideration Units pursuant to the Arrangement will be made in reliance on exemptions from the prospectus requirements contained in applicable Securities Laws in the provinces and territories of Canada. Under applicable Securities Laws, the Choice Consideration Units distributed in connection with the Arrangement may be resold in Canada without hold period restrictions. The Choice Consideration Units to be received by Unitholders and other securityholders of the REIT pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act and will be issued in reliance on the Section 3(a)(10) Exemption. See "*PRINCIPAL LEGAL MATTERS – SECURITIES LAWS MATTERS*" of this Circular for additional information.

COURT APPROVAL PROCESS

The Arrangement requires approval by the Court under Section 192 of the CBCA. Subject to the Unitholder Approval, the hearing in respect of the Final Order is scheduled to take place via video conference on June 25, 2026, at 9:30 a.m. (Toronto time). Any Unitholders wishing to appear in person or to be represented by counsel at the hearing of the application for the Final Order may do so but must comply with certain procedural requirements described in the Interim Order, including filing a Notice of Appearance with the Court and serving same upon the REIT, ArrangementCo, the Purchaser and Choice via their respective counsel no less than four days before the date of the hearing. The Court may approve the Arrangement in any manner it may direct and determine appropriate. See "*PRINCIPAL LEGAL MATTERS – COURT APPROVAL PROCESS*" of this Circular for additional information.

REGULATORY MATTERS

The completion of the Arrangement is subject to the satisfaction or receipt of the Required Regulatory Approvals, including the Purchaser Competition Act Approval and the Choice Competition Act Approval. Each of the Purchaser and Choice is required to file a pre-merger notification filing under Part IX of the Competition Act. See "*PRINCIPAL LEGAL MATTERS – REGULATORY MATTERS*" of this Circular for additional information.

STOCK EXCHANGE DELISTING AND CEASING REPORTING ISSUER STATUS

Following completion of the Arrangement, the REIT intends to apply to cease or be deemed to have ceased to be a reporting issuer in each of the provinces and territories of Canada, and to delist the REIT Units from the TSX. The Choice Units are currently listed on the TSX under the symbol "CHP.UN". Application has been made for the listing on the TSX of the Choice Consideration Units to be issued in connection with the Arrangement, which listing will be conditional on the satisfaction of certain standard conditions. See "*PRINCIPAL LEGAL MATTERS – STOCK EXCHANGE DELISTING AND CEASING REPORTING ISSUER STATUS*" of this Circular for additional information.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the principal Canadian federal income tax considerations under the Tax Act generally applicable, as of the date hereof, to a Holder.

STATUS OF THE REIT & REIT SUBSIDIARIES

This summary assumes that the REIT qualifies, and will continue to qualify at all relevant times, as a "mutual fund trust" and a "real estate investment trust" for purposes of the Tax Act. There can be no assurance that the REIT will qualify as a "mutual fund trust" or "real estate investment trust" at any time. This summary also assumes that each REIT Subsidiary qualifies, and will continue to qualify at all relevant times, as an "excluded subsidiary entity" for the purposes of the Tax Act. If at any particular time (a) the REIT were not to qualify as a "mutual fund trust" or a "real estate investment trust" or (b) a REIT Subsidiary were not to qualify as an "excluded subsidiary entity", the income tax considerations described below would, in some respects, be materially different. See "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – STATUS OF THE REIT & REIT SUBSIDIARIES*" of this Circular for additional information.

TAXATION OF THE REIT & REIT SUBSIDIARIES WITH RESPECT TO THE ARRANGEMENT

As a result of the Arrangement, the REIT will, in its Stub Year, realize Ordinary Income and capital gains both directly and as a result of the allocation of such income to it by one or more REIT Subsidiaries. Pursuant to the Plan of Arrangement, the Special REIT Distributions to be declared and made payable by the REIT on the REIT Units under the Arrangement shall, together with the aggregate amount of other distributions paid or made payable by the REIT to Unitholders in the Stub Year, equal the Taxable Income of the REIT for the Stub Year. See "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – TAXATION OF THE REIT & REIT SUBSIDIARIES WITH RESPECT TO THE ARRANGEMENT*" of this Circular for additional information.

TAXATION OF HOLDERS RESIDENT IN CANADA

A Resident Holder (including a Resident Holder that is a Dissenting Unitholder) will generally be required to include in income for the Resident Holder's taxation year that includes the Effective Date the portion of the net income of the REIT, including net realized taxable capital gains, that is paid or payable, or deemed to be paid or payable, to the Resident Holder pursuant to the Special REIT Distributions. The transfer of REIT Units by a Resident Holder to the Purchaser pursuant to the Plan of Arrangement will result in a disposition of such Resident Holder's REIT Units for purposes of the Tax Act. The foregoing income tax consequences applicable to the Special REIT Distributions and the disposition of REIT Units pursuant to the Arrangement differ from the capital gain (or loss) that would ordinarily be realized by a Resident Holder that disposes of its REIT Units on the TSX prior to the Effective Date. Resident Holders should consult their own tax advisors to determine the particular tax impacts to them of the Arrangement having regard to their own particular circumstances, including whether to consider selling their REIT Units on the TSX with a settlement date prior to the Effective Date as an alternative to participating in the Arrangement. See "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – TAXATION OF HOLDERS RESIDENT IN CANADA*" of this Circular for additional information.

TAXATION OF HOLDERS NOT RESIDENT IN CANADA

A Non-Resident Holder will be subject to Canadian withholding tax in respect of the Special REIT Distributions (including on any distributions of Ordinary Income). A Non-Resident Holder generally will not be subject to tax under the Tax Act in respect of a capital gain, or entitled to deduct any capital loss, realized upon the transfer of REIT Units pursuant to the Arrangement. The foregoing tax consequences applicable to the Special REIT Distributions and the disposition of REIT Units differ from the capital gain (or loss) that would ordinarily be realized by a Non-Resident Holder that disposes of its REIT Units on the TSX prior to the Effective Date. Non-Resident Holders should consult their own tax advisors to determine

the particular tax impacts to them of the Arrangement, having regard to their own particular circumstances, including as to whether to dispose of their REIT Units on the TSX with a settlement date prior to the Effective Date as an alternative to participating in the Arrangement. See "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – TAXATION OF HOLDERS NOT RESIDENT IN CANADA*" of this Circular for additional information.

OTHER TAX CONSIDERATIONS

This Circular does not address any tax considerations of the Arrangement other than certain Canadian federal income tax considerations as described under "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS*". Unitholders who are resident or otherwise taxable in jurisdictions other than Canada should consult their own tax advisors with respect to the tax implications of the Arrangement, including any associated filing requirements, in such jurisdictions. Unitholders should consult their own tax advisors regarding provincial, state, territorial, local, foreign or other tax considerations of the Arrangement. See "*OTHER TAX CONSIDERATIONS*" of this Circular for additional information.

INFORMATION CONCERNING THE REIT AND ARRANGEMENTCO

Appendix "G" to this Circular sets forth additional information concerning the REIT. ArrangementCo is a corporation incorporated by the REIT on April 13, 2026 under the federal Laws of Canada. ArrangementCo is a vehicle created for the purposes of the Arrangement and the transactions contemplated by the Arrangement Agreement. The registered and head office address of ArrangementCo is 85 Hanna Ave, Suite 400, Toronto, Ontario, M6K 3S3.

INFORMATION CONCERNING THE PURCHASER AND KINGSETT CAPITAL

The Purchaser is a limited partnership existing under the Laws of the Province of Manitoba. The Purchaser is an acquisition vehicle formed by KingSett and KingSett Capital for the purposes of the Arrangement. KingSett Capital is Canada's leading private equity real estate investment firm with over \$19 billion of assets under management. Since 2002, KingSett Capital has secured over \$27 billion in loan commitments and completed \$55 billion of transactions on behalf of its funds. See "*INFORMATION CONCERNING THE PURCHASER AND KINGSETT CAPITAL*" of this Circular for additional information.

INFORMATION CONCERNING CHOICE

Appendix "H" to this Circular sets forth additional information concerning Choice. Appendix "I" to this Circular sets forth additional information concerning Choice post-Arrangement.

GENERAL PROXY MATTERS

SOLICITATION OF PROXIES

This Circular is furnished in connection with the solicitation of proxies by the REIT's management for use at the Meeting. It is expected that the solicitation of proxies will primarily be by mail but proxies may also be solicited by telephone or other electronic means of communication by the Trustees, officers, employees or agents of the REIT. In addition, the REIT has retained Laurel Hill Advisory Group ("**Laurel Hill**") as its proxy solicitation agent for assistance in connection with the solicitation of proxies for the Meeting. In connection with these services, Laurel Hill will be paid a fee of \$200,000 and a success fee of \$100,000 contingent upon obtaining the requisite Unitholder Approval at the Meeting (plus reimbursement of customary out-of-pocket expenses). The cost of solicitation will be borne by the REIT, provided however that the Purchaser and Choice have agreed to bear certain costs pursuant to the Arrangement Agreement, including costs associated with the retention of Laurel Hill. The REIT will also pay the fees and costs of Intermediaries for their services in transmitting proxy-related material in accordance with NI 54-101, including the costs of providing proxy-related material to objecting beneficial owners. The REIT has elected not to use the notice-and-access procedures under applicable Securities Laws to send the proxy-related materials to Registered Unitholders.

RECORD DATE

The Board has fixed the close of business on May 4, 2026 as the Record Date for the purpose of determining Unitholders entitled to receive notice of and to vote at the Meeting. Each Unitholder is entitled to one vote for each REIT Unit held as of the Record Date, on each matter to be voted on at the Meeting.

VOTING INFORMATION

You have the right to vote on each matter put to a vote at the Meeting if you owned any REIT Units as of the close of business on May 4, 2026. Each REIT Unit you own entitles you to one vote. In order to determine how to vote at the Meeting, you should first determine whether you are a Beneficial Unitholder or Registered Unitholder. The voting process is different for Registered Unitholders and Beneficial Unitholders. Please follow instructions carefully and vote or provide voting instructions for all of the REIT Units you own. Please carefully read this section, as it contains important information regarding how to vote your REIT Units.

Most of our Unitholders are Beneficial Unitholders. You are a beneficial (or non-registered) unitholder (a "**Beneficial Unitholder**") if an Intermediary holds your REIT Units for you. This means you do not have a physical unit certificate and do not hold your REIT Units through DRS on the records of the Transfer Agent, in electronic form, but instead, your REIT Units are recorded on your Intermediary's electronic system. You are a registered unitholder (a "**Registered Unitholder**") if your REIT Units are registered directly in your name with the Transfer Agent and you hold your REIT Units in the form of a physical unit certificate or through DRS on the records of the Transfer Agent in electronic form. The REIT has sent, or caused to be sent, forms of proxy to Registered Unitholders and voting instruction forms to Beneficial Unitholders. If you receive more than one Notice of Special Meeting, form of proxy or voting instruction form, it means that you have multiple accounts with Intermediaries or with the Transfer Agent, as applicable, through which you hold REIT Units.

Unitholders may vote at the Meeting (in person or online) but are encouraged to vote well in advance of the Meeting by completing a form of proxy or voting instruction form in accordance with the instructions provided therein to ensure their vote is received and tabulated.

Voting in Advance of the Meeting

Every Unitholder has the right to appoint another person or entity of their choice (who need not be a Unitholder) as proxyholder to attend and act on their behalf at the Meeting. See "APPOINTMENT OF A THIRD PARTY AS PROXY**" of this Circular.** The persons whose names are printed on the form of proxy or voting instruction form as the proxyholder will vote, or withhold from voting, the REIT Units in respect of which they are appointed, on any ballot that may be called for, in accordance with the instructions of the Unitholder as indicated on the completed form of proxy or voting instruction form. In the absence of such instruction, the REIT Units represented by the form of proxy or voting instruction form will be voted at the Meeting in favour of the Arrangement Resolution, as described in this Circular.

Registered Unitholders

There are two ways for Registered Unitholders to vote by proxy in advance of the Meeting:

Internet Voting	You may vote by logging on to the website indicated on the form of proxy (https://vote.odysseytrust.com). Please follow the website prompts that allow you to vote your REIT Units and confirm that your instructions have been properly recorded.
Return Your Form of Proxy by Mail	You may vote by completing, signing, dating and returning the form of proxy in the accompanying postage-paid envelope to the Transfer Agent, either in person or by mail or courier, to 1100-67 Yonge Street, Toronto, Ontario, M5E 1J8.

Proxies, whether submitted through the internet or by mail, as described above, must be deposited with the Transfer Agent by no later than **10:00 a.m. (Toronto time) on June 19, 2026**, or if the Meeting is adjourned or postponed, not less than 48 hours, excluding Saturdays, Sundays and statutory holidays, before the commencement of such adjourned or postponed meeting. The deadline for the deposit of proxies may be waived or extended by the Chair of the Meeting at his discretion without notice.

If a Registered Unitholder who has submitted a proxy in advance of the Meeting then attends the Meeting either in person or online virtually via the live audio webcast (and accepts the terms and conditions when entering the Meeting online), any votes cast by such Registered Unitholder by completing a physical or online ballot will be counted and the previously submitted proxy will be disregarded for purposes of tabulating such Registered Unitholder's votes.

Beneficial Unitholders

Beneficial Unitholders will receive a Notice of Special Meeting and voting instruction form indirectly through their Intermediary for the number of REIT Units they beneficially own. For your REIT Units to be voted, you must follow the instructions on the voting instruction form that is provided to you by your Intermediary. Most Intermediaries utilize Broadridge to deliver the meeting materials and collect voting instructions. Voting instruction forms from Broadridge can be completed by telephone or facsimile at the applicable numbers listed thereon, by mail in the prepaid return envelope provided, or through the internet at www.proxyvote.com. **Beneficial Unitholders who are completing, signing and delivering voting instruction forms should note that those forms specify mandatory delivery dates which generally occur before the deadline that Registered Unitholders must deliver completed forms of proxies.** Beneficial Unitholders should contact their Intermediaries for further details.

Generally, Beneficial Unitholders who have not waived the right to receive the Notice of Special Meeting and voting instruction form from their Intermediary will either:

- (a) be given a voting instruction form which is not signed by the Intermediary and which, when properly completed and signed by the Beneficial Unitholder and returned to the Intermediary or its service company, will constitute voting instructions which the Intermediary must follow. Typically, the voting instruction form will consist of a one-page pre-printed form. Sometimes, instead of the one-page preprinted form, the voting instruction form will consist of a regular printed proxy form accompanied by a page of instructions which contains a removable label with a bar-code and other information. In order for the form of proxy to validly constitute a voting instruction form, the Beneficial Unitholders must remove the label from the instructions and affix it to the form of proxy, properly complete and sign the form of proxy and submit it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company; or
- (b) be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of REIT Units beneficially owned by the Beneficial Unitholder but which is otherwise not completed by the Intermediary. Because the Intermediary has already signed the form of proxy, the form of proxy is not required to be signed by the Beneficial Unitholder when submitting the proxy. In this case, the Beneficial Unitholder who wishes to submit a proxy should properly complete the form of proxy

and deposit it with the Transfer Agent by no later than **10:00 a.m. (Toronto time) on June 19, 2026** as described under "**APPOINTMENT OF A THIRD PARTY AS PROXY**" of this Circular.

In either case, the purpose of these procedures is to permit Beneficial Unitholders to direct the voting of the REIT Units they beneficially own. Should a Beneficial Unitholder who receives one of the above forms wish to vote at the Meeting virtually or in person (or have another person attend and vote on behalf of the Beneficial Unitholder), the Beneficial Unitholder should strike out the persons named in the form of proxy or voting instruction form and insert the Beneficial Unitholder or such other person's name in the blank space provided and otherwise deposit such form of proxy or voting instruction form in accordance with the instructions provided by their Intermediary. Appointed proxyholders should, if attending the virtual component of the Meeting, be registered as proxyholder with the Transfer Agent in order to receive a four-character username ("**Username**") as described under "**APPOINTMENT OF A THIRD PARTY AS PROXY**" of this Circular.

The accompanying form of proxy or voting instruction form confers discretionary authority upon the persons named therein, including the management designees, with respect to any amendments or variations to matters identified in the Notice of Special Meeting and this Circular and with respect to matters that may properly come before the Meeting. As of the date of this Circular, management of the REIT is not aware of any amendments, variations or other matters to come before the Meeting other than the matters referred to in the Notice of Special Meeting and this Circular. With respect to amendments to matters identified in the Notice of Special Meeting or other matters that may properly come before the Meeting or any adjournment or postponement thereof, REIT Units represented by properly executed proxies will be voted by the persons so designated in their discretion.

The REIT may utilize the Broadridge QuickVote™ system, which involves eligible Beneficial Unitholders who have not objected to the REIT knowing who they are (i.e., non-objecting beneficial owners) being contacted by Laurel Hill, who is soliciting proxies on behalf of management of the REIT, to obtain voting instructions over the telephone and relaying them to Broadridge (on behalf of the Beneficial Unitholders' Intermediary). The QuickVote™ system is intended to assist eligible Beneficial Unitholders in placing their votes, however, there is no obligation for any Beneficial Unitholder to vote using the QuickVote™ system, and Beneficial Unitholders may vote (or change or revoke their votes) at any other time and in any other applicable manner described in this Circular. Any voting instructions provided by a Beneficial Unitholder will be recorded and such Beneficial Unitholder will receive a letter from Broadridge (on behalf of the Beneficial Unitholder's Intermediary) as confirmation that their voting instructions have been accepted. If you have any questions, please contact Laurel Hill, the REIT's proxy solicitation agent by calling 1-877-452-7184 (North America Toll-Free) or 416-304-0211 (outside of North America), by texting "INFO" to either number, or by emailing assistance@laurelhill.com.

Voting at the Meeting

In Person

If you are a Registered Unitholder and plan to attend the Meeting, you may vote in person at the Meeting. **Registered Unitholders are encouraged to vote their form of proxy well in advance of the Meeting in case they are unable to attend the Meeting in person.**

If you are a Beneficial Unitholder and plan to attend the Meeting and vote in person at the Meeting (or have another person attend and vote on your behalf), then you must insert your own name (or such other person's name) in the space provided (appointee section) on your voting instruction form sent to you by your Intermediary to appoint yourself or such other person as the proxyholder and return the completed voting instruction form in accordance with your Intermediary's instructions.

Beneficial Unitholders who have not duly appointed themselves as proxyholder will not be able to vote at the Meeting but will be able to attend as a guest. This is because the REIT and the Transfer Agent do not have a record of the Beneficial Unitholders of the REIT, and, as a result, will have no knowledge of your unitholdings or entitlement to vote unless you appoint yourself as proxyholder.

If you are a Beneficial Unitholder and wish to vote at the Meeting, you must appoint yourself as proxyholder by inserting your own name in the space provided on the voting instruction form or the form of proxy sent to you and must follow all of the applicable instructions, including the deadline, provided by your Intermediary. See "APPOINTMENT OF A THIRD PARTY AS PROXY**" and "**ATTENDING AND PARTICIPATING IN THE MEETING**" of this Circular.**

Online

Registered Unitholders and duly appointed proxyholders will appear on a list of proxyholders prepared by the Transfer Agent, who is appointed to review and tabulate proxies for the Meeting. If you are a Beneficial Unitholder, you will not be able to vote at the Meeting through the live audio webcast platform unless you have appointed yourself as proxyholder. See "APPOINTMENT OF A THIRD PARTY AS PROXY" and "ATTENDING AND PARTICIPATING IN THE MEETING" of this Circular.

Only those Registered Unitholders and duly appointed proxyholders who have a control number or Username provided via mail or email by the Transfer Agent, as applicable, will be able to vote by online ballot through the live webcast platform during the Meeting. The Username is the proxyholder's control number for the purposes of logging into the Meeting. To do so, using an internet-connected device such as a laptop, computer, tablet or mobile phone running the latest version of Chrome, Safari, Edge or Firefox, please go to <https://meetings.lumiconnect.com/400-262-504-961> (case sensitive password: firstcapitalspecial2026) prior to the start of the Meeting. Registered Unitholders may log in with the control number provided via mail or email by the Transfer Agent, and duly appointed proxyholders should use the Username provided by the Transfer Agent following registration of their appointment. The case sensitive password for the live audio webcast of the Meeting is "firstcapitalspecial2026". Once voting has opened, the voting tab will appear and you will be able to input your voting selections. A confirmation message will appear to show your vote has been received.

If you have any doubt about whether your internet-connected device meets the minimum system requirements to attend and vote at the Meeting, you can check your system's compatibility by visiting <https://www.lumiglobal.com/lumi-platform/faqs> for additional information.

Please also refer to the LUMI Virtual Meeting User Guide available on the REIT's website for further details on voting online at the Meeting.

Appointment of a Third Party as Proxy

The following applies to Unitholders who wish to appoint a person or entity as their proxyholder other than the proxyholders designated by management of the REIT and named in the accompanying form of proxy or voting instruction form. This includes Beneficial Unitholders who wish to appoint themselves as proxyholder to attend, participate and vote at the Meeting.

Unitholders who wish to appoint someone other than the management nominees as their proxyholder to attend and participate at the Meeting as their proxy and vote their REIT Units MUST submit their form of proxy or voting instruction form, as applicable, appointing that person as proxyholder AND, if they wish to participate in the virtual component, register that proxyholder online, as described below. Registering your proxyholder is an additional step to be completed AFTER you have submitted your form of proxy or voting instruction form. Failure to register the proxyholder will result in the proxyholder not receiving the Username required to vote at the virtual component of the Meeting.

- **Step 1: Submit your form of proxy or voting instruction form.** To appoint someone other than the management nominees as proxyholder, insert that person's name in the blank space provided in the form of proxy or voting instruction form (if permitted by your Intermediary) and follow the instructions for submitting such form of proxy or voting instruction form. This must be completed before registering such proxyholder, which is an additional step to be completed once you have submitted your form of proxy or voting instruction form.

If you are a Beneficial Unitholder and wish to vote at the Meeting, you have to insert your own name in the space provided on the voting instruction form sent to you by your Intermediary, follow all of the applicable instructions provided by your Intermediary AND register yourself as your proxyholder (if intending to participate in the virtual component of the Meeting), as described below. By doing so, you are instructing your Intermediary to appoint you as proxyholder. It is important that you comply with the signature and return instructions provided by your Intermediary. In some cases, your Intermediary may send you additional documentation that must be completed in order for you (or such other person) to vote at the Meeting. Please also see further instructions below under the heading "ATTENDING AND PARTICIPATING IN THE MEETING" of this Circular.

If you are a Beneficial Unitholder located in the United States and wish to vote at the Meeting or, if permitted, appoint someone other than the management nominees named in the form of proxy to attend the Meeting as your proxy and vote your REIT Units, in addition to the steps described below under "*ATTENDING AND PARTICIPATING IN THE MEETING*", you must obtain a valid legal proxy from your Intermediary. Follow the instructions from your Intermediary included with the legal proxy form and the voting instruction form sent to you or contact your Intermediary to request a legal proxy form or a legal proxy if you have not received one. After obtaining a valid legal proxy from your Intermediary, you must then submit such legal proxy to the Transfer Agent. Requests for registration from Beneficial Unitholders located in the United States that wish to vote at the Meeting or, if permitted, appoint someone other than the management nominees named in the form of proxy as their proxyholder must be sent by email or by courier to: appointee@odysseytrust.com (if by email), or Odyssey Trust Company, Attention: Proxy Dept., 1100-67 Yonge Street, Toronto, Ontario, M5E 1J8, Canada (if by courier), and in both cases, must be labeled "Legal Proxy" and received no later than the voting deadline of 10:00 a.m. (Toronto Time) on June 19, 2026.

- **Step 2: Register your proxyholder.** To register someone other than the management nominees named in the form of proxy to attend the virtual component of the Meeting, Unitholders must send an email to appointee@odysseytrust.com by 10:00 a.m. (Toronto time) on June 19, 2026 and provide the Transfer Agent with the required proxyholder contact information, the amount of REIT Units appointed, the name in which the REIT Units are registered (if they are a Registered Unitholder) or the name of the broker where such REIT Units are held (if a Beneficial Unitholder), so that the Transfer Agent may provide the proxyholder with a Username via email. Without a Username, proxyholders will not be able to participate or vote at the virtual component of the Meeting, but will be able to attend as a guest.

Attending and Participating in the Meeting

The REIT is holding the Meeting in a hybrid format that will be conducted in person and online virtually via live webcast on Tuesday, June 23, 2026 at 10:00 a.m. (Toronto time). All Unitholders, regardless of geographic location and level of equity ownership, will have an opportunity to participate at the Meeting and engage with Trustees and management of the REIT.

Only Registered Unitholders and duly appointed proxyholders (including any Beneficial Unitholders who have appointed themselves as proxyholders) will be able to attend, participate and vote at the Meeting, either in person or online virtually, provided that they carefully follow the instructions set out in this Circular and the related proxy materials.

In Person

For those who wish to attend the Meeting in person, the Meeting will be held at the offices of Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, Canada, M5L 1B9 on June 23, 2026 at 10:00 a.m., unless adjourned or postponed. Please plan to arrive at least 30 minutes before the Meeting starts.

Registered Unitholders and duly appointed proxyholders (including Beneficial Unitholders who have duly appointed themselves or another person as proxyholder) attending the Meeting in person should present themselves to a representative of the Transfer Agent or the REIT upon arrival at the Meeting and bring valid picture identification. Beneficial Unitholders should also bring their voting instruction form. Your vote will be taken and counted at the Meeting. If you have previously submitted a proxy and vote in person at the Meeting, your in-person vote will be counted and the previously submitted proxy will be disregarded.

Registered Unitholders and duly appointed proxyholders (including Beneficial Unitholders who have duly appointed themselves or another person as proxyholder) attending the Meeting in person may ask questions during the Meeting by raising their hand. The Chair or a designee of the Chair will repeat the question to ensure all online participants are able to hear the question. The question will be responded to by a representative of the REIT at the appropriate time.

To ensure fairness for all attendees, the Chair of the Meeting will decide on the amount of time allocated to each question and will have the right to limit or consolidate questions and to reject questions that do not relate to the business of the Meeting or to the affairs of the REIT or which are determined to be inappropriate or otherwise out of order.

Online

Registered Unitholders, duly appointed proxyholders (including Beneficial Unitholders who have duly appointed themselves as a proxyholder) and guests (including Beneficial Unitholders who have not duly appointed themselves as proxyholder),

can log into the Meeting as set out below. Guests can listen to the Meeting but will not be able to ask questions or vote during the Meeting.

- Log in online at <https://meetings.lumiconnect.com/400-262-504-961> (case sensitive password: firstcapitalspecial2026). We recommend that you log in at least one hour before the Meeting starts.
- Click "Log in" and then enter your control number or Username, as applicable, and the case sensitive password "firstcapitalspecial2026".

OR

- Click "Guest" and then complete the online form.

For Registered Unitholders, log in with the control number provided via mail or email by the Transfer Agent.

For duly appointed proxyholders, log in with the Username provided by the Transfer Agent following registration of your appointment.

If you attend the Meeting online virtually, it is important that you are connected to the internet at all times during the Meeting in order to vote when voting commences during the Meeting. It is your responsibility to ensure connectivity for the duration of the Meeting. You should allow ample time to check into the Meeting online and complete the related procedure.

More information regarding participating in the Meeting online virtually, including browser requirements, is detailed in the LUMI Virtual Meeting User Guide available on the REIT's website.

Registered Unitholders and duly appointed proxyholders attending the Meeting online virtually may ask questions during the Meeting. If you would like to ask a question, select the messaging tab. Type a message in the box at the top of the screen. Once you are happy with your message click the send arrow button. Questions sent via this LUMI platform will be moderated before being sent to the Chair of the Meeting. Once sent to the Chair of the Meeting, the question will be read out loud by the Chair of the Meeting or a designee of the Chair of the Meeting and responded to by a representative of the REIT at the appropriate time.

To ensure fairness for all attendees, the Chair of the Meeting will decide on the amount of time allocated to each question and will have the right to limit or consolidate questions and to reject questions that do not relate to the business of the Meeting or to the affairs of the REIT or which are determined to be inappropriate or otherwise out of order.

Please also refer to the LUMI Virtual Meeting User Guide available on the REIT's website for further details on asking a question online virtually at the Meeting.

Revocation of Proxy or Voting Instructions

A Registered Unitholder who has submitted a proxy may revoke such proxy by: (a) completing and signing a form of proxy bearing a later date and depositing it with the Transfer Agent in accordance with the instructions set out above, or (b) depositing an instrument or act in writing executed or signed by the Registered Unitholder or by such Unitholder's personal representative authorized in writing (i) at the principal office of the REIT (85 Hanna Avenue, Suite 400, Toronto, Ontario M6K 3S3, Attention: Alison Harnick, email: alison.harnick@fcr.ca) at any time up to and including the last business day preceding the day of the Meeting, or an adjournment or postponement thereof, (ii) with the scrutineers of the Meeting, addressed to the attention of the Chair of the Meeting, or where the Meeting has been adjourned or postponed, prior to the commencement of the reconvened or postponed Meeting on the day of such reconvened or postponed Meeting, or (c) in any other manner permitted by Law. If you attend the Meeting but do not vote by poll, your previously submitted proxy will remain valid.

A Beneficial Unitholder who has given voting instructions to an Intermediary may revoke such voting instructions by following the instructions of such Intermediary. However, an Intermediary may be unable to take any action on the revocation if such revocation is not provided sufficiently in advance of the Meeting or any adjournment or postponement thereof.

Registered Unitholders and duly appointed proxyholders, including Beneficial Unitholders who have duly appointed themselves as proxyholders and registered their appointment with the Transfer Agent as described in the Circular, who attend the Meeting online virtually or in person will be able to join the Meeting and ask questions, all in real time. Beneficial Unitholders who have not duly appointed themselves as proxyholders may still attend the Meeting online virtually. However, guests joining via webcast will not be able to ask questions at the Meeting.

Voting Deadline

If voting by proxy, your proxy must be received by 10:00 a.m. (Toronto time) on June 19, 2026, regardless of the voting method you choose. If the Meeting is postponed or adjourned, your instructions must be received not later than 48 hours (excluding Saturdays, Sundays and statutory holidays) before the time the adjourned meeting is reconvened or the postponed meeting is convened. The deadline for the deposit of proxies may be waived or extended by the Chair of the Meeting at his discretion without notice.

The REIT reminds Unitholders that only the most recently dated voting instructions will be counted and any earlier dated instructions will be disregarded.

Quorum

Pursuant to the terms of the REIT Declaration of Trust and the Interim Order, a quorum for any meeting of Unitholders is two or more persons (present in person (or virtually) or by proxy) being Unitholders or representing Unitholders by proxy who hold in the aggregate not less than 25% of the votes attached to all outstanding REIT Units as at the Record Date.

AUTHORIZED CAPITAL AND PRINCIPAL HOLDERS

The beneficial interests in the REIT are divided into interests of two classes, designated as REIT Units and Special Voting Units. An unlimited number of REIT Units and Special Voting Units are authorized for issuance pursuant to the REIT Declaration of Trust. A holder of REIT Units or Special Voting Units is entitled to attend meetings of Unitholders and to cast one vote for each whole REIT Unit and/or Special Voting Unit held. As at the Record Date, there were 212,554,778 REIT Units issued and outstanding and no Special Voting Units issued and outstanding. Each Registered Unitholder at the close of business on May 4, 2026, the Record Date established for purposes of determining Unitholders entitled to receive notice of and to vote at the Meeting, will be entitled to one vote per REIT Unit held as of the Record Date, on each matter to be voted on at the Meeting.

Principal Unitholders

Management of the REIT understands that the REIT Units registered in the name of CDS are beneficially owned through various dealers and other Intermediaries on behalf of their clients and other parties and, based on certain information provided by RBC Capital Markets and to the knowledge of the REIT, RBC Capital Markets, together with certain of its affiliates, beneficially owned, directly or indirectly, or exercised control or direction over, 38,493,541 REIT Units, representing approximately 18.11% of the issued and outstanding REIT Units as of the Record Date. The REIT assumes no responsibility for the accuracy or completeness of the foregoing information. To the knowledge of the REIT, except as disclosed, there were no other persons who, as of the Record Date, beneficially owned, directly or indirectly, or exercised control or direction over, voting securities carrying 10% or more of the voting rights attached to any outstanding class of voting securities of the REIT.

BACKGROUND TO THE ARRANGEMENT

BACKGROUND TO THE ARRANGEMENT

The Arrangement is the result of extensive negotiations among representatives of the REIT, the Board and Special Committee, KingSett Capital and Choice and their respective legal and financial advisors. The following does not purport to detail every interaction among the REIT, the Board and Special Committee, KingSett Capital and Choice and the parties' respective legal and financial advisors or other parties referenced, but rather provides a summary of certain of the key meetings, developments and events leading up to the public announcement of the Arrangement on April 16, 2026.

The Board and the REIT's executive leadership team regularly review the REIT's strategic plan and real estate strategy and consider and assess strategic opportunities as part of their mandate to act in the best interests of the Unitholders. In September 2022, the REIT announced its Enhanced Capital Allocation and Portfolio Optimization Plan (the "**Optimization Plan**"). The Optimization Plan was designed to, among other things, unlock embedded value created through the REIT's entitlements program and active asset management by monetizing low- and no-yielding assets in which value-enhancing objectives had been achieved, redeploy proceeds to accelerate near-to-medium-term growth in NOI, EBITDA and FFO per unit, and strengthen the REIT's leverage metrics, all while maintaining an attractive pipeline of development opportunities and the REIT's strategic focus on grocery-anchored, necessity-based retail located in neighbourhoods with strong demographics.

From late 2022 through early 2024, the REIT executed on the Optimization Plan and delivered strong and consistent operating results. Over this same timeframe, the REIT completed property dispositions and related monetizations exceeding \$600 million in aggregate value, at a sub-3% run-rate NOI yield and at premiums to IFRS carrying values, while advancing its entitlements and development activities.

In February 2024, the REIT announced and presented its strategic Three Year Business Plan (the "**Three Year Plan**") at its investor day. The Three Year Plan continued with the key elements of the Optimization Plan, focusing on continued strong operating metrics from the REIT's core portfolio of grocery-anchored shopping centres and continuing to monetize low- and no-yielding properties in order to deliver sector-leading FFO per unit growth while simultaneously strengthening the REIT's credit profile.

Over the three calendar years spanning 2023 to 2025, portfolio occupancy increased from 95.8% to 97.1%, same-property NOI growth (excluding lease-termination fees and bad debt expense) accelerated from 2.5% to 5.9%, lease renewal spreads consistently exceeded the historical average of approximately 10% (reaching 14.8% in 2025), and net debt to Adjusted EBITDA improved from 10.2x at year-end 2022 to 9.1x at year-end 2025.

In January 2025, reflecting the success-to-date in executing under the Three Year Plan and confidence in the REIT's cash flow trajectory and the ongoing execution of the strategy, the Board approved a 3% increase to the REIT's monthly cash distributions per REIT Unit.

In parallel with executing the Optimization Plan and the Three Year Plan, the Board, consistent with its fiduciary duties and its mandate to act in the best interests of the Unitholders, remained open to considering value maximizing strategic opportunities. At various times during this period, the REIT was approached by third parties regarding, among other things, potential strategic transactions. The Board, with the assistance of external legal and financial advisors, regularly evaluated such opportunities against the value expected to be achieved from executing the REIT's standalone plan and real estate strategy.

In the spring of 2025, the REIT received a confidential approach from a credible counterparty ("**Party A**") who had previously engaged with the REIT regarding a potential change of control transaction. Shortly thereafter, the REIT received similar approaches from representatives of two other credible counterparties (referred to as "**Party B**" and "**Party C**"), each of whom expressed interest in exploring the potential for a change of control transaction. Choice was one of these three parties.

In response to these approaches, the Board sought advice from RBC Capital Markets, the long-time financial advisor to the REIT, and Stikeman Elliott LLP, the independent legal counsel to the Board. RBC Capital Markets presented the Board with a comprehensive assessment of the REIT and its Three Year Plan, including a financial assessment with respect to the continued execution of that plan, as well as the value that could potentially be realized in connection with a change of control transaction. RBC Capital Markets also provided the Board with an assessment of those parties that would likely be interested in, and capable of leading and executing, a transaction involving the REIT, having regard to the size and composition of its real estate portfolio. Stikeman Elliott LLP advised the Board on its fiduciary duties and responsibilities under the REIT Declaration of Trust, including, among other things, the importance of being fully informed and obtaining all relevant information regarding the REIT and its prospects, any potential transaction, and the relevant considerations in the engagement of a financial advisor to advise the REIT in respect of any potential transaction.

Following this assessment, and based on RBC Capital Markets' analysis of potentially interested parties who would have the financial capacity and strategic interest to lead a transaction of this scale, the Board determined to construct a deliberate

and confidential process to share information with Party A, Party B and Party C in a staged manner to evaluate whether any of the parties had a genuine interest in pursuing a change of control transaction on terms that would be compelling for Unitholders. In addition to Party A, Party B and Party C, RBC Capital Markets, at the direction of the Board, also reached out to a fourth party that RBC Capital Markets had identified as a potentially interested and capable counterparty; however, that party declined to participate.

With Board authorization, the REIT entered into customary non-disclosure agreements with each of Party A, Party B and Party C in June 2025, and provided each such party and its advisors with access to an electronic data room containing an initial set of confidential information about the REIT and its business to allow each party to undertake preliminary due diligence and formulate initial expressions of interest. This initial stage was designed to determine what potential value might be offered by the interested parties before providing more detailed information. Following receipt and evaluation of the initial expressions of interest, the REIT provided more detailed confidential information to those parties whose initial indications of value warranted continued engagement. This staged evaluation process in respect of expressions of interest, which was overseen by the Board and a special committee of independent trustees with the benefit of advice from RBC Capital Markets and Stikeman Elliott LLP, was conducted from June 2025 through September 2025.

During this process, the Board also sought advice from Stikeman Elliott LLP with respect to whether it would be appropriate to retain a second, independent financial advisor. In particular, the Board considered the potential application of MI 61-101 in the context of any potential change of control transaction, including the collateral benefit provisions of MI 61-101 and their potential application to a transaction as a result of the engagement of RBC Capital Markets as financial advisor to the REIT.

In this regard, the Board noted that certain affiliates of the Royal Bank of Canada ("**RBC**"), through various business units, have historically been significant unitholders of the REIT. The Board considered this relationship and received advice from Stikeman Elliott LLP on the potential application of MI 61-101 arising therefrom. Stikeman Elliott LLP advised the Board that, because the advisory fees payable to RBC Capital Markets in connection with any such transaction could technically constitute a "collateral benefit" for purposes of MI 61-101, the REIT Units beneficially owned, directly or indirectly, or over which control or direction is exercised by RBC or its affiliated entities, including through certain managed accounts controlled by the RBC DS Managed Accounts Program, could potentially be excluded from the minority vote required under MI 61-101, notwithstanding that the RBC DS Managed Accounts Program is a retail wealth management platform, that functions autonomously from RBC Capital Markets, with separate reporting lines, personnel, compliance oversight, decision-making processes and governance structures. The Board considered Stikeman Elliott LLP's advice and was satisfied that the operational independence and client-oriented obligations of the RBC DS Managed Accounts Program and other distinct business units of RBC were such that those business units' interests were aligned with those of Unitholders generally and not with the interests of RBC Capital Markets as financial advisor. To that end, the Board noted that investment advisors and portfolio managers within those same business units operate independently from, and do not have access to the activities, information flows or direct compensation arrangements of, the financial advisory business of RBC Capital Markets, are subject to informational barriers and compliance policies and procedures, and, further, that the compensation to be paid to RBC Capital Markets in connection with any transaction would not be material to RBC. The Board also concluded that while the ownership of REIT Units by the separate RBC business units did not give rise to a conflict that would prevent RBC Capital Markets from acting as financial advisor to the REIT, it would be appropriate to engage a second, independent financial advisor. Accordingly, in August 2025, the Board engaged NBCM as an independent financial advisor to the Board and the special committee of independent trustees.

During the course of the process run by the REIT, certain of the participating parties requested, and were permitted, to engage with additional counterparties in connection with their evaluation of and potential participation in a transaction involving the REIT, which had the effect of broadening the number of credible and well-capitalized parties involved in the process. The Board carefully evaluated the proposals received from each of Party A, Party B and Party C in the course of the process, including with the benefit of legal and financial advice, and compared each such proposal against the value that was expected to be realized by continued execution of the REIT's real estate strategy and Three Year Plan. The REIT received further proposals from the then participating parties in August 2025. Having evaluated those proposals, the Board ultimately concluded that none were actionable from a value and transaction certainty standpoint. The Board therefore determined that it was preferable to continue executing on the Three Year Plan, and the process was concluded in September 2025, with all parties being required to return or destroy any confidential information that had been provided to them as part of the process. The special committee of the Board that had been formed to oversee the process was then disbanded.

From September 2025 through January 2026, the REIT continued to execute on its Three Year Plan, delivering strong operational and financial results, including continued strength in key operating metrics such as same-property NOI growth, leasing velocity, renewal leasing spreads and portfolio occupancy, as well as executing additional low- and no-yielding asset sales at values that were meaningful premiums to IFRS values. All of this activity reinforced the Board's confidence in the REIT's standalone value-creation trajectory.

On January 28, 2026, Paul Douglas, Chair of the REIT, received a telephone call from the Executive Chair and Founder of KingSett Capital, Jon Love, who conveyed KingSett Capital's interest in a potential negotiated, board-supported acquisition of the REIT (the "**Proposed Transaction**"). Mr. Love requested that Mr. Douglas meet with the Chief Executive Officer of KingSett Capital, Rob Kumer, to preview a forthcoming written proposal regarding the Proposed Transaction. Mr. Douglas expressed openness to meeting Mr. Kumer while making clear that the Board was confident in the REIT's current strategy.

On January 30, 2026, Mr. Douglas and Adam E. Paul, the President and Chief Executive Officer of the REIT, met with Mr. Kumer and the Chief Investment Officer of KingSett Capital, Colin Baryliuk, at the offices of Stikeman Elliott LLP. Mr. Kumer presented KingSett Capital's written proposal for the Proposed Transaction whereby KingSett Capital, or an affiliate thereof, would acquire all of the issued and outstanding REIT Units for cash consideration of \$23.50 per REIT Unit (the "**Initial Proposal**"). The Initial Proposal valued the REIT at approximately \$9.2 billion, inclusive of all Debentures, drawn credit facilities, bank debt and mortgages. The price per REIT Unit contemplated by the Initial Proposal reflected a premium of 18.5% to the closing price of the REIT Units on the TSX the day immediately prior to delivery of the Initial Proposal, a premium of 21.8% to the 60-day volume-weighted average price of the REIT Units as at the same date, and a premium of 5.4% to the REIT's reported Q3 2025 IFRS NAV prior to any deferred tax liabilities. Among other things, the Initial Proposal outlined KingSett Capital's diligence to-date, the proposed transaction structure and sought an exclusivity period of up to 60 days.

During the discussion that followed, Mr. Kumer indicated that KingSett Capital or an affiliate thereof was positioned to fund up to two-thirds of the Proposed Transaction, and that the requested exclusivity period would be used, among other things, to identify one or more partners to participate in the Proposed Transaction alongside KingSett Capital. Mr. Kumer identified a preliminary list of prospective partners, which included Choice. Mr. Kumer then asked the REIT to provide its response to the Initial Proposal by February 6, 2026; however, upon hearing from Mr. Paul that the REIT was in the midst of year-end reporting, Mr. Kumer indicated that a response by February 13, 2026 was acceptable.

Following the meeting with Messrs. Kumer and Baryliuk, Mr. Paul spoke with representatives of RBC Capital Markets and provided them with a copy of the Initial Proposal.

On February 6, 2026, Mr. Paul was informed by Mr. Kumer that Choice was interested in participating in the Proposed Transaction and acquiring approximately 50% of the properties owned by the REIT in connection with the Proposed Transaction. Mr. Kumer informed Mr. Paul that KingSett Capital had determined to partner with Choice in connection with the Proposed Transaction and to cease communications with other prospective partners. Following this conversation, Mr. Paul received a written indication of interest from Choice, along with "highly confident" letters from TD and Desjardins, each dated as of February 5, 2026, indicating such lenders' intention to provide debt financing for the Proposed Transaction.

On February 10, 2026, a Board meeting was held to discuss the Initial Proposal. RBC Capital Markets presented to the Board, among other things, a general market update, a financial assessment of the REIT, an overview of the terms of the Initial Proposal and how those terms compared to the proposals the REIT had received in the summer of 2025, and precedent M&A transactions in the real estate industry. Representatives of RBC Capital Markets provided their observations on the Initial Proposal, highlighting key considerations for the Board, and outlined potential next steps and an indicative timeline should the Board determine to engage further. The Board also received advice from Stikeman Elliott LLP regarding, among other matters, the Board's fiduciary duties and responsibilities under the REIT Declaration of Trust, the legal and regulatory framework applicable to any potential change of control transaction, process considerations relevant to the Board's evaluation of and response to the Initial Proposal, and the structuring and negotiation of any potential transaction.

The Board considered the Initial Proposal and the request for a period of exclusivity that had been made. The Board, with the benefit of advice from RBC Capital Markets and Stikeman Elliott LLP, also considered whether it would be appropriate to conduct a broader market process, including engaging with some of the parties who had previously indicated an interest in a potential transaction involving the REIT. As part of their deliberations, the Board considered the relative transaction risk, certainty of closing and execution capabilities of KingSett Capital and Choice in respect of the Proposed Transaction,

and the potential advantages and disadvantages of engaging with additional parties, weighing such considerations against the added complexity that broader engagement would create from an execution standpoint. The Board also considered the number of parties that had engaged with the REIT in the summer of 2025, either directly or as a potential financing source to another party, and the proposals that had been received during that process, none of which had reflected a premium to the REIT's IFRS NAV.

Following their deliberations and the receipt of advice from RBC Capital Markets and Stikeman Elliott LLP, the Board determined that the Initial Proposal was of potential interest but not compelling, and that the Board required more information and further consideration before determining to engage on the Proposed Transaction. The Board therefore instructed RBC Capital Markets to provide feedback to KingSett Capital and Choice on price, and request more information as to how KingSett Capital and Choice intended to finance the Proposed Transaction, including an identification of funding sources and capacity. The Board concluded that a broader market canvas was not warranted in the circumstances, having regard to the process involving multiple credible and well-capitalized parties that had been conducted in the summer of 2025, including the limited number of parties with the financial capacity and strategic interest to lead a transaction of this scale, that none of the proposals received in that process reflected a premium to the REIT's IFRS NAV and the potential adverse consequences of a further market canvas.

On February 17, 2026, the REIT received a revised offer (the "**Revised Proposal**") from Mr. Kumer on behalf of KingSett Capital and Choice. The Revised Proposal contemplated substantially the same terms as the Initial Proposal, including the same price per REIT Unit, but confirmed that KingSett Capital and Choice had finalized their arrangement to work exclusively with each other to negotiate, execute and implement the Proposed Transaction. Specifically, the Revised Proposal provided that KingSett Capital would be the sole acquiror of the REIT Units and that Choice would acquire properties of the REIT representing approximately 55% of the gross asset value of the REIT's properties. The Revised Proposal confirmed receipt of, and appended, "highly confident" letters from TD and Desjardins, each dated as of February 16, 2026, indicating an intention to provide debt financing for the Proposed Transaction. The Revised Proposal confirmed that each of KingSett Capital and Choice expected to have fully committed financing in place prior to execution of definitive agreements for the Proposed Transaction, with any remaining funds being sourced through their existing cash and available credit facilities.

On February 18, 2026, a Board meeting was held to discuss the Revised Proposal. At this meeting, RBC Capital Markets presented to the Board regarding, among other things, an overview of the terms of the Revised Proposal, highlighting modifications to the Initial Proposal in respect of transaction structure, Choice's participation in the Proposed Transaction and confirmation of funding sources. Following discussion, the Board determined that the Proposed Transaction remained of potential interest; however, the absence of an increase to the price of \$23.50 per REIT Unit rendered the Revised Proposal short of compelling. The Board instructed RBC Capital Markets to confirm the same to KingSett Capital and Choice and to engage directly with Desjardins Capital Markets and TD Securities, financial advisors to KingSett Capital and Choice, respectively, to evaluate structuring alternatives, including the inclusion of Choice Units as consideration in the Proposed Transaction and to increase the value per REIT Unit receivable by the Unitholders.

In anticipation of a further revised offer, the Board determined that it was appropriate to form a special committee of independent trustees for purposes of evaluating the Proposed Transaction and any strategic alternatives available to the REIT from time to time. On February 19, 2026, the Board formed the Special Committee, consisting of Paul Douglas (as Chair of the Special Committee), Leonard Abramsky, Dayna Gibbs and Ira Gluskin, with the express mandate to, among other things, review, evaluate and consider transaction proposals and any potential transactions, as compared to maintaining the status quo, and to report to the Board on its activities and recommendations from time to time.

On February 20, 2026, Mr. Paul had a telephone call with Mr. Kumer to discuss the Board's evaluation of the Revised Proposal. Mr. Kumer expressed appreciation for the REIT's feedback to date but inquired as to why a counterproposal had not been provided to KingSett Capital and Choice in response to the Revised Proposal. In response to Mr. Kumer's inquiry, Mr. Paul explained that there was unanimous support at the Board with respect to the REIT's current Three Year Plan, which was producing strong results, and that the REIT was seeking a more compelling price in order to engage more substantively with KingSett Capital and Choice. Later that day, Mr. Kumer presented a revised offer which was framed as KingSett Capital and Choice's best and final proposal. This proposal (the "**Second Revised Proposal**") contemplated substantially the same terms as the Revised Proposal but reflected an increased price of \$24.25 per REIT Unit and an adjustment to the consideration payable to Unitholders, which now comprised \$4.25 billion in cash (representing \$19.24 per REIT Unit and approximately 79% of the aggregate purchase price) and 68.6 million Choice Units (representing a ratio of 0.3186 Choice Units per REIT Unit and approximately 21% of the aggregate purchase price). The purchase price

contemplated by the Second Revised Proposal was based on a fixed number of 68.6 million Choice Units with an implied valuation of \$15.72 per Choice Unit, representing the closing price on the TSX as of the date of delivery of the Second Revised Proposal.

The Second Revised Proposal valued the REIT at approximately \$9.4 billion, inclusive of all Debentures, drawn credit facilities, bank debt and mortgages. The price per REIT Unit contemplated by the Second Revised Proposal reflected a premium of 22.3% to the closing price of the REIT Units on the TSX the day immediately prior to delivery of the Initial Proposal, a premium of 25.6% to the 60-day volume-weighted average price of the REIT Units as at the same date, and a premium of 8.8% to the REIT's reported Q3 2025 IFRS NAV prior to any deferred tax liabilities. Mr. Kumer reiterated that KingSett Capital and Choice had moved directly to its best and final position to avoid prolonged negotiations and requested a response from the REIT early in the week of February 23, 2026. Immediately following this call, Mr. Kumer delivered the Second Revised Proposal to Mr. Paul in writing.

On February 21, 2026, a Special Committee meeting was held to discuss the Second Revised Proposal. Mr. Paul updated the Special Committee as to his conversation with Mr. Kumer. RBC Capital Markets then presented to the Special Committee regarding, among other things, an overview of the terms of the Second Revised Proposal, highlighting improvements from the Initial Proposal in respect of the price per REIT Unit and consideration payable to Unitholders. The Special Committee discussed considerations associated with the inclusion of Choice Units as consideration in the Proposed Transaction, including the opportunity for Unitholders to participate in the potential upside, and exposure to the potential downside, of ongoing equity participation in Choice, as well as related disclosure obligations, and due diligence requirements. Representatives of RBC Capital Markets expressed their view that the purchase price contemplated by the Second Revised Proposal represented a strong and compelling offer. Mr. Paul expressed his view that the purchase price contemplated by the Second Revised Proposal represented KingSett Capital and Choice's best and final offer. Following this discussion, the Special Committee, with the support of the Board, determined to engage in a period of exclusive negotiations with KingSett Capital and Choice with respect to the Proposed Transaction, pending confirmation by KingSett Capital and Choice that distributions by the REIT to its Unitholders would continue in the ordinary course and the settlement of the specific terms regarding exclusivity. The Special Committee instructed RBC Capital Markets to convey the REIT's feedback to KingSett Capital and Choice and requested that Stikeman Elliott LLP engage with legal counsel to each of KingSett Capital and Choice for purposes of settling an agreement on exclusivity.

Following the Special Committee meeting, RBC Capital Markets provided a counterproposal to KingSett Capital (the "**REIT Counterproposal**") on substantially the same terms as the Second Revised Proposal, but clarifying that distributions by the REIT to its Unitholders would continue in the ordinary course through to the closing of the Proposed Transaction, and revising the requested exclusivity period to 30 days (extendible for another 15 days on certain conditions). Stikeman Elliott LLP also engaged with counsel to KingSett Capital and Choice regarding appropriate confidentiality arrangements to facilitate confidential due diligence and further engagement as between KingSett Capital and Choice regarding the Proposed Transaction.

On February 24, 2026, the REIT, KingSett Capital and Choice executed a letter agreement (the "**Letter Agreement**") on substantially the same terms as the Second Revised Proposal, as modified by the REIT Counterproposal. Pursuant to the Letter Agreement, KingSett Capital and Choice confirmed the proposed purchase price of \$24.25 per REIT Unit, comprising \$4.25 billion in cash and 68.6 million Choice Units (with an implied value of \$15.72 per Choice Unit, being the closing price of Choice Units on the TSX on February 20, 2026), with distributions by the REIT to its Unitholders continuing in the ordinary course through to closing of the Proposed Transaction (not exceeding \$0.076 per REIT Unit per month). The Special Committee noted that the agreed purchase price was significantly superior to the proposals received during the process conducted in the summer of 2025, none of which had reflected a premium to the REIT's IFRS NAV. The Letter Agreement was non-binding with respect to the Proposed Transaction, except for the exclusivity, confidentiality, and cost allocation provisions.

Concurrently with the execution of the Letter Agreement, KingSett Capital and Choice entered into confidentiality arrangements with the REIT governing the disclosure and use of the REIT's confidential information and related matters in connection with the Proposed Transaction. Pursuant to the Letter Agreement, the REIT granted KingSett Capital and Choice a period of exclusivity (the "**Exclusivity Period**") of 30 days, commencing on February 27, 2026. The Exclusivity Period was subject to an automatic extension of 15 days in the event the parties were continuing to negotiate definitive agreements in good faith and KingSett Capital and Choice confirmed in writing at the time of such extension that they continued to

pursue the Proposed Transaction on the terms and conditions set out in the Letter Agreement, including the proposed purchase price.

Following execution of the Letter Agreement, and during the Exclusivity Period, KingSett Capital and Choice, together with their respective legal and financial advisors, conducted extensive due diligence on the REIT and its properties, assets, operations, financial position, and business. On February 27, 2026, the REIT opened a virtual data room and provided KingSett Capital and Choice and their respective advisors with access to detailed confidential information regarding the REIT, including financial, operational, tax, legal, property-level and corporate information. Concurrently with the due diligence process, the parties and their respective advisors engaged in extensive discussions and negotiations regarding the structuring of the Proposed Transaction, including with respect to the allocation of the REIT's properties between KingSett Capital and Choice, the treatment of the REIT's outstanding senior unsecured debentures and other indebtedness, corporate and tax structuring matters arising from the plan of arrangement and the acquisition by Choice of properties of the REIT, and the terms and conditions of the definitive agreements and related transaction documents.

During this period, the Special Committee and the Board received regular updates from RBC Capital Markets, Stikeman Elliott LLP and the REIT's other advisors regarding the progress of due diligence and the status of the negotiations, and the trustees also engaged in numerous discussions among themselves, as well as with RBC Capital Markets, Stikeman Elliott LLP and the REIT's management, with respect to various matters that arose during the negotiations, with the Special Committee providing RBC Capital Markets and Stikeman Elliott LLP with ongoing instructions in respect of the negotiations. The Board met formally on each of February 10, 2026, February 15, 2026, February 18, 2026 and April 15, 2026, and the Special Committee met formally on each of February 21, 2026, March 20, 2026, March 24, 2026, March 27, 2026, April 8, 2026, April 10, 2026, April 13, 2026, and April 15, 2026. The Compensation Committee also met formally on March 24, 2026 and March 27, 2026 to consider certain compensation matters arising in connection with the Proposed Transaction, with the benefit of advice and guidance from Hugessen Consulting. In addition to those formal meetings, the chair of the Compensation Committee engaged in a series of formal and informal meetings and discussions with members of the Special Committee, the Board, management of the REIT and Hugessen Consulting Inc. in connection with compensation and related matters arising in connection with the Proposed Transaction. Each of those formal meetings included lengthy discussions about the Proposed Transaction, market conditions, and the business of the REIT, with Stikeman Elliott LLP and RBC Capital Markets providing updates on material legal and financial matters related to the negotiations. As part of their deliberations and consideration of the Proposed Transaction, the Special Committee and the Board also considered the interests of other stakeholders of the REIT, including lenders, debenture holders, employees and joint venture partners.

In addition, the Special Committee determined to re-engage NBCM as an independent financial advisor to the Board and the Special Committee. Effective February 25, 2026, the Board and NBCM entered into an engagement letter pursuant to which NBCM was retained to provide independent financial advisory services to the Board and the Special Committee in connection with the Proposed Transaction, including, among other things, reviewing information related to the business, operations and financial performance of the REIT, advising and assisting the Board and the Special Committee with respect to the Proposed Transaction, and, upon written request by the Board, the preparation and delivery of a written independent fairness opinion as to whether the consideration payable pursuant to the Proposed Transaction is fair, from a financial point of view, to the Unitholders, other than any interested party. No portion of the fees payable to NBCM under its engagement are contingent on the completion of the Proposed Transaction or the conclusions set forth in any fairness opinion.

On March 11, 2026, management of the REIT delivered a management presentation to KingSett Capital and Choice and their respective advisors, which provided an overview of the REIT's business, including an overview of its real estate portfolio, strategy and asset mix, its operating and financial track record, growth opportunities across the portfolio and the REIT's operating platform.

On March 20 and 24, 2026, the Special Committee met to receive updates from its advisors on the progress of the Proposed Transaction. At these meetings, Stikeman Elliott LLP presented a summary of the draft Arrangement Agreement, including an overview of the transaction structure, deal protection provisions, termination fees, and remedy provisions, closing conditions and other key terms of the draft agreement. The Special Committee also discussed and considered various matters in connection with the Proposed Transaction, including tax considerations for Unitholders, competition and regulatory matters, the treatment of the REIT's Debentures, financing arrangements, and anticipated timing to closing. In connection with the Special Committee's consideration of the tax implications of the Proposed Transaction for Unitholders, the Special Committee and management of the REIT received advice from its advisors, including KPMG LLP, which had been retained by the REIT to provide tax advisory services, regarding the anticipated tax consequences arising from the

proposed plan of arrangement, including the expected realization by the REIT and the REIT Subsidiaries of income (including recaptured capital cost allowance and taxable capital gains) on the disposition of the REIT's properties under the Arrangement. The Special Committee noted that, under the proposed transaction structure, substantially all of the income realized on the disposition of the REIT's properties, including recaptured capital cost allowance, would be allocated to the REIT and would form part of the taxable income of the REIT for the taxation year ending on the effective date of the Arrangement. The Special Committee considered that the REIT would be required to declare a special distribution to Unitholders in an amount at least equal to the REIT's estimated taxable income for such taxation year, and that Unitholders would be required to include in their income for tax purposes the portion of the special distribution representing ordinary income, including fully taxable ordinary income allocated to the REIT. The Special Committee further considered that these tax consequences would differ from the capital gain (or loss) that a Unitholder would ordinarily realize on a disposition of REIT Units on the TSX, and that certain Unitholders may wish to consider disposing of their REIT Units on the TSX with a settlement date prior to closing as an alternative to participating in the Arrangement. In this regard, the Special Committee also considered analysis from RBC Capital Markets regarding the ability of Unitholders to sell their REIT Units on the TSX in advance of closing, including the expected liquidity available to Unitholders in the market having regard to historical trading volumes and precedent M&A transactions. The Special Committee was satisfied that appropriate disclosure of these tax considerations, including the implications of recapture for Unitholders and the alternative of disposing of REIT Units on the TSX prior to closing, would be included in the management information circular to be prepared in connection with the Proposed Transaction.

At the meeting of the Special Committee on March 24, 2026, RBC Capital Markets presented to the Special Committee regarding, among other things, a summary of key implied transaction metrics, an analysis of the impact of movements in the trading price of Choice Units on the transaction consideration, an overview of Canadian real estate investment trust M&A precedents (including an analysis of precedent real estate investment trust privatization transactions and related tax considerations for unitholders), and an illustrative voting analysis and unitholders breakdown of the REIT.

On March 27, 2026, the Special Committee met again to receive a general update from its advisors on the status of the Proposed Transaction in advance of the expiration of the initial Exclusivity Period. At this meeting, the Special Committee received updates on the status of due diligence, the progress of negotiations on the definitive transaction documents, and the planned financing arrangements of KingSett Capital and Choice. Following discussion, the Special Committee determined that the Proposed Transaction should continue to be pursued and that the extension of the Exclusivity Period, if confirmed by KingSett Capital and Choice, was appropriate in the circumstances to allow the parties to finalize due diligence and the definitive agreements.

As the initial 30-day Exclusivity Period neared its expiration, the parties determined that additional time was required to finalize the financing arrangements, complete due diligence and finalize the terms of the definitive agreements. In accordance with the automatic extension provision provided in the Letter Agreement, counsel to KingSett Capital and Choice confirmed in writing to Stikeman Elliott LLP, counsel to the REIT, that KingSett Capital and Choice continued to negotiate the definitive agreements in good faith and continued to pursue the Proposed Transaction on the terms and conditions set out in the Letter Agreement, including the proposed purchase price. Accordingly, the Exclusivity Period was extended to April 16, 2026. The parties and their respective advisors continued to negotiate the definitive agreements during the extended Exclusivity Period.

During the period from the extension of the Exclusivity Period through to execution of the definitive agreements, the REIT, and its advisors, under the supervision of the Special Committee, continued to negotiate the key terms of the Proposed Transaction, including price, with KingSett Capital and Choice and their respective advisors. Ultimately, the parties agreed that the price would be as set out in the Letter Agreement, comprising \$24.25 per REIT Unit, based on \$4.25 billion in cash and 68.6 million Choice Units (with an implied value of \$15.72 per Choice Unit, being the closing price of Choice Units on the TSX on February 20, 2026), with distributions by the REIT to its Unitholders continuing in the ordinary course through to closing of the Proposed Transaction. As a result of the increase in the trading price of Choice Units between the date of the Letter Agreement and the execution of the Arrangement Agreement, the same number of Choice Units and same amount of cash payable as consideration under the Arrangement Agreement resulted in an implied value of \$24.40 per REIT Unit based on the closing price of Choice Units on the TSX on April 15, 2026.

On April 6, 2026, representatives of the REIT, Stikeman Elliott LLP and RBC Capital Markets participated in a reverse due diligence session with representatives of Choice and TD Securities. The purpose of the reverse due diligence session was to enable the REIT and its advisors to evaluate Choice and its business, operations, financial position, and prospects, given

that the consideration payable to Unitholders under the Proposed Transaction included 68.6 million Choice Units, representing approximately 21% of the aggregate purchase price. The session addressed, among other things, Choice's portfolio composition, financial and operating performance, capital structure, development pipeline, key risks and growth strategy, as well as the anticipated impact of the Proposed Transaction on Choice, including the acquisition by Choice of properties of the REIT representing approximately 55% of the gross asset value of the REIT's properties. At the reverse due diligence session, representatives of Choice delivered a management presentation to the REIT and its advisors, which provided further detail on Choice's strategic plan, financial outlook, and the integration of the REIT's properties into Choice's existing portfolio. The information obtained through the reverse due diligence session and the management presentation was considered by the Special Committee and the Board in their ongoing evaluation of the Proposed Transaction, and in particular, their assessment of the value and risks associated with the Choice Units forming part of the consideration payable to Unitholders.

On April 10, 2026, the Special Committee met to receive preliminary views on the fairness of the consideration payable to Unitholders under the Proposed Transaction from each of RBC Capital Markets and NBCM. At this meeting, Stikeman Elliott LLP provided the Special Committee with an update on the status of negotiations of the definitive transaction documents with KingSett Capital and Choice and their respective advisors. Representatives of RBC Capital Markets presented their preliminary financial analysis of the Proposed Transaction, including an assessment of the proposed purchase price of \$24.25 per REIT Unit relative to, among other things, the REIT's standalone value, precedent transactions, and the trading performance of the REIT Units. Representatives of NBCM similarly presented their preliminary views on the fairness of the consideration, drawing on their independent analysis of the REIT's financial position, asset values, and the terms of the Proposed Transaction, including the composition of the consideration comprising cash and Choice Units. The Special Committee considered the preliminary views presented by each of RBC Capital Markets and NBCM, and discussed with each advisor the key assumptions, methodologies and considerations underlying their respective analyses, including the valuation of the Choice Units and the risks and opportunities associated with the mixed consideration structure. Following this discussion, the Special Committee expressed satisfaction with the progress of the fairness analyses and directed each of RBC Capital Markets and NBCM to finalize their respective opinions in advance of the Board meeting to consider the definitive agreements for the Proposed Transaction.

On April 15, 2026, after the close of trading on the TSX, the Special Committee met to receive an update from management and Stikeman Elliott LLP on the status of the negotiations and the terms of the definitive agreements for the Proposed Transaction, including the Arrangement Agreement and the related transaction documents. At this meeting, management and Stikeman Elliott LLP reported on the progress of negotiations with KingSett Capital and Choice and their respective advisors, and outlined the material terms of the definitive agreements as then settled, as well as the remaining open items under discussion. Following the presentation by management, the Special Committee determined to adjourn the meeting and reconvene later that evening at a joint meeting of the Special Committee and the Board, in order to provide additional time for management, the REIT and its advisors to continue negotiating and settling the remaining terms of the definitive agreements with KingSett Capital and Choice and their advisors.

Later in the evening of April 15, 2026, the Special Committee and the Board met at a joint meeting to consider the Proposed Transaction. At this meeting, the Special Committee and the Board received oral fairness opinions (each subsequently confirmed by the delivery of a written fairness opinion) from each of RBC Capital Markets and NBCM to the effect that, as of April 15, 2026 and based on and subject to the limitations, qualifications and assumptions set forth therein, the Arrangement Consideration per Unit to be received by Unitholders pursuant to the Arrangement is fair, from a financial point of view, to the Unitholders (other than KingSett and its affiliates). After consulting with Stikeman Elliott LLP and having received fairness opinions from each of RBC Capital Markets and NBCM, the Special Committee unanimously determined that the Arrangement is fair, from a financial point of view, to the Unitholders (other than KingSett and its affiliates) and is in the best interests of the Unitholders (other than KingSett and its affiliates), and unanimously recommended that the Board approve the Arrangement Agreement and the Arrangement and recommend to Unitholders that they vote their REIT Units in favour of the Arrangement Resolution. The Board, having received the unanimous recommendation of the Special Committee, the fairness opinions, and other factors that the Board deemed relevant, including the factors set out below under the heading "*BACKGROUND TO THE ARRANGEMENT – REASONS FOR THE RECOMMENDATION*" unanimously determined that the Arrangement is fair, from a financial point of view, to the Unitholders (other than KingSett and its affiliates) and is in the best interests of such Unitholders, approved the Proposed Transaction, including the entry into the Arrangement Agreement, and unanimously resolved to recommend that Unitholders vote their REIT Units in favour of the Arrangement Resolution.

Following the Board meeting, representatives of the REIT and its advisors finalized the terms of the definitive agreements with representatives of KingSett Capital, Choice and their respective advisors during the evening of April 15, 2026 and into the morning of April 16, 2026. The Arrangement Agreement was finalized, executed and delivered by the Parties thereto in the early morning hours of April 16, 2026. Concurrently with the execution of the Arrangement Agreement, each of the Trustees and the executive officers of the REIT entered into a Voting Support Agreement with the Purchaser and Choice pursuant to which each such Unitholder agreed, among other things, to vote the REIT Units beneficially owned, directly or indirectly, or controlled by such Unitholder in favour of the Arrangement Resolution, on and subject to the terms set out therein. KingSett, which owns approximately 3.9% of the issued and outstanding REIT Units, also agreed to vote those REIT Units in favour of the Arrangement Resolution.

Prior to the opening of trading on the TSX on the morning of April 16, 2026, the Proposed Transaction was announced by a joint press release issued by the REIT, KingSett Capital and Choice.

FAIRNESS OPINIONS

In connection with the evaluation of the Arrangement, the Board and the Special Committee received and considered, among other things, the Opinions. The full text of the Opinions, which set forth the credentials of RBC Capital Markets and NBCM, respectively, assumptions made, procedures followed, information reviewed, matters considered, and limitations and qualifications on the scope of review undertaken by RBC Capital Markets in connection with the RBC Fairness Opinion, is attached as Appendix "E" to this Circular, and by NBCM in connection with the NBCM Fairness Opinion, is attached as Appendix "F" to this Circular.

RBC Fairness Opinion

Pursuant to the RBC Engagement Letter, RBC Capital Markets was retained by the REIT as financial advisor to provide the REIT with financial advisory services.

At a joint meeting of the Special Committee and the Board to consider the Arrangement on April 15, 2026, RBC Capital Markets orally delivered the RBC Fairness Opinion to the Special Committee and the Board which was subsequently confirmed in a written opinion dated April 15, 2026. The RBC Fairness Opinion concluded that, as of April 15, 2026, and subject to certain assumptions, limitations, qualifications and other matters stated in the RBC Fairness Opinion, the Arrangement Consideration per Unit to be received by Unitholders pursuant to the Arrangement is fair, from a financial point of view, to the Unitholders (other than KingSett and its affiliates).

The RBC Fairness Opinion addresses only the fairness, from a financial point of view, of the Arrangement Consideration per Unit to be received by the Unitholders (other than KingSett and its affiliates) pursuant to the Arrangement. The RBC Fairness Opinion does not address the relative merits of the Arrangement as compared to other transactions or business strategies that might be available to the REIT, or the REIT's underlying business decision to enter into the Arrangement Agreement and effect the Arrangement.

The RBC Fairness Opinion was provided exclusively for the use of the Special Committee and the Board in connection with their evaluation of the Arrangement, and does not constitute a recommendation as to how Unitholders should vote or act in respect of the Arrangement, as advice as to the price at which the securities of the REIT may trade at any time, or any other matter. The RBC Fairness Opinion may not be relied upon by any other person, nor be summarized, published, reproduced, disseminated, quoted from or referred to, or used for any other purpose without the prior written consent of RBC Capital Markets, which consent has been obtained for the purposes of its inclusion in this Circular. In addition, the RBC Fairness Opinion does not address any other aspect of the Arrangement or any related transaction or other matter, including any legal, tax or regulatory aspects of the Arrangement that may be relevant to the REIT or the Unitholders, and no opinion or view was expressed as to the relative merits of the Arrangement as compared to any other strategic alternatives that may be available to the REIT. RBC Capital Markets has not been asked to prepare, nor has it prepared, a formal valuation or appraisal of the REIT or any of its securities or assets, and the RBC Fairness Opinion should not be construed as such. The RBC Fairness Opinion is only one of many factors that was taken into consideration by the Special Committee and the Board in evaluating the Arrangement. Subsequent to the delivery of the RBC Fairness Opinion and after announcement of the Arrangement, RBC Capital Markets requested consent, under the terms of the RBC Engagement Letter, which consent was granted by the Board, to allow affiliates of RBC Capital Markets to provide debt financing to the Purchaser (including

related hedging and foreign exchange products and services), subject to the implementation of customary information barriers and other procedures.

Pursuant to the terms of the RBC Engagement Letter, RBC Capital Markets will receive a fee for its services as financial advisor, including fees that are contingent upon completion of the Arrangement or certain other events. In addition, the REIT has agreed to reimburse RBC Capital Markets for its reasonable and documented out-of-pocket expenses and to indemnify RBC Capital Markets against certain liabilities.

The full text of the RBC Fairness Opinion which states, among other things, the credentials of RBC Capital Markets, the relationships of RBC Capital Markets and its affiliates with Interested Parties, the assumptions made, information reviewed, matters considered and limitations and qualifications therein, is attached as Appendix "E" to this Circular.

Unitholders are urged to read the RBC Fairness Opinion in its entirety. This summary of the RBC Fairness Opinion is qualified in its entirety by the full text of such opinion.

NBCM Fairness Opinion

Pursuant to the NBCM Engagement Letter, NBCM was retained by the Board to act as independent financial advisor to the Board and the Special Committee in connection with the Arrangement including, among other things, to provide advice and assistance to the Board and the Special Committee with respect to considering the Arrangement, including to prepare and deliver an opinion as to the fairness, from a financial point of view, of the Arrangement Consideration per Unit to be received by the Unitholders (other than KingSett and its affiliates) pursuant to the Arrangement.

At a joint meeting of the Special Committee and the Board to consider the Arrangement on April 15, 2026, NBCM verbally delivered its opinion to the Special Committee and the Board which was subsequently confirmed in writing, to the effect that, as of the date thereof, and subject to certain assumptions, limitations, qualifications and other matters stated in the NBCM Fairness Opinion, the Arrangement Consideration per Unit to be received by the Unitholders (other than KingSett and its affiliates) pursuant to the Arrangement is fair, from a financial point of view, to such Unitholders (other than KingSett and its affiliates).

The NBCM Fairness Opinion addresses only the fairness, from a financial point of view, of the Arrangement Consideration per Unit to be received by the Unitholders (other than KingSett and its affiliates) pursuant to the Arrangement. The NBCM Fairness Opinion does not address the relative merits of the Arrangement as compared to other business strategies or transactions that might be available with respect to the REIT, or the REIT's underlying business decision to effect the Arrangement or any other term or aspect of the Arrangement or the Arrangement Agreement or any other agreement entered into or amended in connection with the Arrangement. The NBCM Fairness Opinion is addressed to and is for the sole use and benefit of the Board and the Special Committee and may not be relied upon by any other person or in any other circumstance. The NBCM Fairness Opinion is not to be construed or used as a recommendation to the Board as to whether it should approve entry into the Arrangement Agreement and the Arrangement, or to any Unitholder to vote in favour or against the Arrangement or any other matter. The NBCM Fairness Opinion was one of a number of factors taken into consideration by the Special Committee and the Board in evaluating the Arrangement and should not be viewed as determinative of the views of the Special Committee or the Board with respect to the formulation of their respective recommendations, the Arrangement or the Arrangement Consideration per Unit to be received by Unitholders pursuant to the Arrangement.

Neither NBCM, nor any of its affiliates, is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Ontario)) of any of the Interested Parties. Neither NBCM, nor any of its affiliates, is an advisor to any of the Interested Parties with respect to the Arrangement other than pursuant to the NBCM Engagement Letter. NBCM and its affiliates have not been engaged to provide any financial advisory services, have not acted as lead or co-lead manager on any offering of securities of the REIT, the Purchaser, KingSett, Choice or any other Interested Party, and have not had a material financial interest in any transaction involving REIT, the Purchaser, KingSett, Choice or any other Interested Party during the 24 months preceding the date on which NBCM was first contacted with respect to the engagement of NBCM by the Board, other than services provided under the NBCM Engagement Letter and as described herein and in the NBCM Fairness Opinion. NBCM and its affiliates have been engaged in the following capacity for, or transacted such business with, the Interested Parties: (a) an affiliate of NBCM is a lender to the REIT and currently holds \$51 million of the REIT's \$450 million credit facility as part of the syndicate maturing on June 30, 2029; (b) an affiliate of NBCM is a lender to Choice and currently

holds \$110 million of Choice's \$1.5 billion credit facility as part of the syndicate maturing on May 21, 2030; (c) NBCM acted as co-manager for an aggregate of \$1.1 billion of unsecured debentures issuances for Choice via four transactions in 2024 and 2025; and (d) NBCM, directly or through affiliates, may, in the ordinary course of their respective businesses, provide credit, banking services, investment banking services, and other financing services to entities affiliated or associated with the REIT, KingSett and Choice in the ordinary course of business.

Other than as set forth above, there are no understandings, agreements or commitments between NBCM and any of the Interested Parties with respect to future business dealings.

NBCM acts as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in the securities of the REIT, KingSett or Choice or any of their respective associates or affiliates and, from time to time, may have executed or may execute transactions for such companies and clients from whom it received or may receive compensation. NBCM, as an investment dealer, conducts research on securities and may, in the ordinary course of its business, provide research reports and investment advice to its clients on investment matters, including with respect to the REIT, KingSett, Choice or any of their respective associates and affiliates.

Pursuant to the terms of the NBCM Engagement Letter, NBCM will receive a fixed fee for the delivery of the NBCM Fairness Opinion. In addition, NBCM is to be reimbursed for its reasonable and documented out-of-pocket expenses and to be indemnified by the REIT in certain circumstances.

The full text of the NBCM Fairness Opinion which states, among other things, the credentials of NBCM, the assumptions made, information reviewed, matters considered and limitations and qualifications therein, is attached as Appendix "F" to this Circular.

Unitholders are urged to read the NBCM Fairness Opinion in its entirety. This summary of the NBCM Fairness Opinion is qualified in its entirety by the full text of such opinion.

RECOMMENDATION OF THE SPECIAL COMMITTEE

As described above under "*BACKGROUND TO THE ARRANGEMENT*", the Board established the Special Committee to, among other things, review and consider the Arrangement and other potential alternatives available to the REIT, direct and supervise the negotiations of the Arrangement with the assistance of its legal and financial advisors and make recommendations to the Board. The Special Committee is comprised entirely of independent Trustees and met on numerous occasions both as a committee with solely its members and advisors present and, where appropriate, with members of management present and with the independent Trustees meeting in camera after any such meetings where management was in attendance. The Special Committee, following receipt and review of the Opinions and after consulting with outside legal counsel and financial advisors, unanimously recommended that the Board approve the Arrangement Agreement and the Arrangement and recommend to Unitholders that they vote their REIT Units in favour of the Arrangement Resolution. In making its recommendation, the Special Committee considered, among other things, the Opinions, the terms and conditions of the Arrangement Agreement, and the factors described under the heading "*REASONS FOR THE RECOMMENDATION*" of this Circular.

RECOMMENDATION OF THE BOARD

The Board, following receipt and review of the Opinions, and taking into consideration, among other things, the unanimous recommendation of the Special Committee, and after consulting with outside legal counsel and financial advisors, unanimously determined that the Arrangement is fair, from a financial point of view, to the Unitholders (other than KingSett and its affiliates) and the Arrangement is in the best interests of the Unitholders (other than KingSett and its affiliates), and unanimously recommends that Unitholders vote their REIT Units in favour of the Arrangement Resolution.

In forming its recommendation, the Board considered a number of factors, including, without limitation, the recommendation of the Special Committee and the factors listed below under "*REASONS FOR THE RECOMMENDATION*". The Board based its recommendation upon the totality of the information presented to and considered by it in light of the knowledge of the members of the Board of the business, the financial condition and prospects of the REIT and after taking into account the advice of the REIT's financial, legal and other advisors, as applicable, and the advice and input of management.

REASONS FOR THE RECOMMENDATION

In evaluating the Arrangement and making its recommendation, each of the Special Committee and the Board carefully considered the Arrangement and consulted with and received advice from its financial, legal and other advisors, as well as senior management of the REIT. The Special Committee and the Board reviewed a significant amount of information and considered a number of factors in making their recommendations to Unitholders to vote their REIT Units in favour of the Arrangement Resolution, including the following:

- ***Immediate and Significant Premium to Market Price*** – under the Arrangement, Unitholders will receive, for each REIT Unit, the Cash Consideration per Unit of \$19.24 and 0.3186 of a Choice Unit. Based on the closing price of the Choice Units on the TSX on April 15, 2026 (the last trading day prior to the announcement of the Arrangement), the Arrangement Consideration per Unit had an implied value of \$24.40 per REIT Unit, representing a premium of: (a) approximately 17% to the 20-day volume-weighted average price of the REIT Units on the TSX for the period ended April 15, 2026; (b) approximately 11.7% to the closing price of the REIT Units on the TSX on April 15, 2026; (c) approximately 21% to the 90-day volume-weighted average price of the REIT Units on the TSX for the period ended April 15, 2026; and (d) approximately 7% to the REIT's net asset value of \$22.81 per REIT Unit as of March 31, 2026. The actual value of the Arrangement Consideration per Unit will depend on the market price of the Choice Units at the time of closing and such actual value of the Arrangement Consideration per Unit may be more or less than \$24.40 per REIT Unit.
- ***Certainty of Value and Participation in Upside of Choice Units*** – the cash component of the Arrangement Consideration per Unit, which represents approximately 79% of the Arrangement Consideration per Unit, based on the implied value of the Arrangement Consideration per Unit as at April 15, 2026, provides Unitholders with certainty of value and immediate liquidity for a significant portion of the Arrangement Consideration per Unit, and removes the risks associated with the REIT remaining an independent public entity, including challenges of acquiring and developing assets on an accretive basis as well as external factors such as macroeconomic factors, changes in interest rates, access to and pricing of debt and equity capital, capitalization rates, political conditions and capital markets conditions that are beyond the control of the REIT, the Board and the management team. At the same time, ownership of the Choice Consideration Unit component of the Arrangement Consideration per Unit, which forms part and represents approximately 21% of the Arrangement Consideration per Unit, provides Unitholders with a meaningful opportunity to participate in the near and long-term growth of Choice following the completion of the Arrangement. In particular, upon completion of the Arrangement, Choice will have acquired properties of the REIT representing approximately 55% of the gross asset value of the REIT's properties, significantly enhancing Choice's portfolio and positioning it as one of Canada's preeminent owners of high-quality commercial and residential real estate. The Special Committee and the Board believe that the mixed consideration structure provides Unitholders with immediate liquidity and certainty of value while also providing the opportunity for Unitholders to benefit from Choice's real estate platform going forward.
- ***Compelling Value Relative to Alternatives*** – the Special Committee and the Board, in consultation with their legal and financial advisors, and based upon the business, operations, financial condition, earnings and prospects of the REIT, as well as their collective knowledge of the current and prospective environment in which the REIT operates (including economic and market conditions in the real estate industry), thoroughly assessed the relative benefits, risks and potential timelines of various alternatives reasonably available to the REIT. In doing so, the Special Committee and the Board had regard to the Board's prior engagement with multiple credible counterparties, none of whose proposals were determined to be actionable from a value and transaction certainty standpoint, as well as the risk-adjusted view of the value that could reasonably be expected to be realized from continued execution of the REIT's existing Three Year Plan. Having considered these alternatives and having regard to, among other things, the premium offered, the mixed cash and unit consideration structure and the credibility and financial capacity of KingSett and Choice, the Special Committee and the Board concluded that entering into the Arrangement Agreement was the most favourable alternative reasonably available to the REIT and its Unitholders.
- ***Distributions During the Interim Period*** – the REIT is permitted to continue to declare and pay regular monthly distributions to Unitholders through to the closing of the Arrangement, in an amount not exceeding \$0.076 per REIT Unit per month. This will allow Unitholders to continue to receive a regular distribution, and to benefit from the continued operations of the REIT, through to the closing of the Arrangement.

- ***Fairness Opinions*** – receipt by both the Board and the Special Committee of the Opinions in which RBC Capital Markets and NBCM concluded that, based on and subject to the limitations, qualifications and assumptions set forth therein, the Arrangement Consideration per Unit to be received by Unitholders pursuant to the Arrangement is fair, from a financial point of view, to the Unitholders (other than KingSett and its affiliates). NBCM will receive a fixed fee for the rendering of the NBCM Fairness Opinion which is not contingent on the outcome of the Arrangement.
- ***Role and Independence of the Special Committee*** – the negotiations leading to the execution of the Arrangement Agreement were supervised by the Special Committee, which is comprised entirely of independent Trustees and was advised by experienced and qualified independent legal and financial advisors. The Special Committee took an active and independent role in evaluating, supervising and overseeing the process and the negotiation of the Arrangement and the Arrangement Agreement. The Special Committee had no obligation to recommend the Arrangement or any other transaction and had retained the authority to reject any proposals made.
- ***Arrangement Agreement Terms and Deal Protections*** – the Arrangement Agreement is the result of a comprehensive negotiation process that was undertaken at arm's length with the oversight and participation of the Special Committee advised by experienced and qualified legal and financial advisors and resulted in terms and conditions that are reasonable in the judgment of the Special Committee and the Board. In particular, the Arrangement Agreement contains customary "fiduciary out" provisions pursuant to which the Board may, in certain circumstances and prior to the obtaining of the Unitholder Approval, consider, accept and enter into a definitive agreement with respect to a Superior Proposal, subject to the Purchaser's customary right to match. The Voting Support Agreements entered into by each of the Trustees and officers of the REIT automatically terminate upon, among other circumstances, the REIT entering into a definitive agreement with respect to a Superior Proposal. The Special Committee has been advised, and believes, that the Termination Fee of \$187.5 million, payable by the REIT in the event the Arrangement Agreement is terminated in connection with a Superior Proposal or a Change in Recommendation, is reasonable in the circumstances and only payable in customary and limited circumstances. The Arrangement Agreement also contains interim operating covenants that are reasonable in light of the expected time period between signing and closing.
- ***No Financing Condition and Reasonable Likelihood of Completion*** – the Arrangement is not subject to any due diligence condition or financing condition. The obligations of the Purchaser and Choice to complete the Arrangement are subject to a limited number of conditions that the Special Committee and the Board believe are reasonable in the circumstances and can be achieved within the timeframe contemplated by the Arrangement Agreement, with closing currently expected in the fourth quarter of 2026.
- ***Credibility of KingSett Capital, KingSett and Choice*** – KingSett Capital, KingSett and Choice have each demonstrated commitment, creditworthiness, and a consistent track record of completing large-scale real estate transactions, which is indicative of the ability of the Purchaser and Choice to complete the transactions contemplated by the Arrangement Agreement.
- ***Support for the Arrangement*** – members of the Board and the REIT's management, representing approximately 0.5% of the issued and outstanding REIT Units, have entered into their respective Voting Support Agreements pursuant to which they have agreed to vote their REIT Units in favour of the Arrangement Resolution. KingSett, which owns approximately 3.9% of the outstanding REIT Units, has also agreed to vote those REIT Units in favour of the Arrangement.
- ***Two-thirds Majority and "Majority of Minority" Approvals*** – the fact that the Arrangement, among other things, must be approved by not less than: (a) two-thirds (66⅔%) of votes cast thereon by Unitholders present in person (or virtually) or represented by proxy at the Meeting; and (b) as required by MI 61-101, a simple majority of the votes cast thereon by Unitholders present in person (or virtually) or represented by proxy at the Meeting, excluding REIT Units held by persons described in items (a) through (d) of Section 8.1(2) of MI 61-101.
- ***Court Approval*** – the Arrangement must be approved by the Court, which will consider whether the Arrangement is fair and reasonable.

- **Dissent Rights** – Registered Unitholders as at the Record Date who oppose the Arrangement may, upon strict compliance with certain conditions, exercise the dissent rights specified in the Interim Order and Plan of Arrangement and, if ultimately successful, be entitled to be paid the fair value of their REIT Units determined as of the day immediately before the Arrangement Resolution is adopted, subject to the provisions of the Plan of Arrangement.

In the course of their deliberations, the Special Committee and the Board also considered a number of potential risks and other factors resulting from the Arrangement, including the risks described under the heading "*RISK FACTORS*" of this Circular and the following:

- the risks to the REIT and the Unitholders if the Arrangement is not completed, including the costs to the REIT in pursuing the Arrangement;
- the potential risk of diverting management attention and resources from the operation of the REIT's business, including other strategic opportunities and operational matters, while working toward the completion of the Arrangement;
- the adverse impact that business uncertainty pending the completion of the Arrangement could have on the REIT's existing and prospective business relationships, including with tenants, joint venture partners, lenders, suppliers and other third parties, who may delay or defer decisions concerning the REIT in response to such uncertainty, and on the ability of the REIT to attract, retain and motivate key management and personnel until the completion of the Arrangement. These disruptions could be exacerbated by a delay in the completion of the Arrangement and could have an adverse effect on the business, operating results or prospects of the REIT, regardless of whether the Arrangement is ultimately completed;
- the risk that the Arrangement may not be completed despite the efforts of the Parties or that completion of the Arrangement may be unduly delayed, even if the Arrangement Resolution is approved by the Unitholders, including as a result of the failure to obtain, or any delay in obtaining, the required approvals under the *Competition Act* (Canada), the failure to obtain, or any delay in obtaining, any required Court approval of the Arrangement, the failure to obtain, or any delay in obtaining, the required consents, or the failure to satisfy other conditions to the Parties' obligations to complete the Arrangement, which approvals or consents may involve processes and timelines that are not entirely within the control of the Parties, and there can be no certainty as to the timing of such approvals or as to the nature of any conditions, undertakings or remedies that may be imposed in connection therewith, as well as the potential resulting negative impact this could have upon the REIT's business;
- the restrictions contained in the Arrangement Agreement on the REIT's ability to solicit additional interest from third parties, given the nature of the deal protections and "fiduciary out" provisions in the Arrangement Agreement, as well as the fact that if the Arrangement Agreement is terminated under certain circumstances, the REIT will be required to pay the Termination Fee to the Purchaser (on behalf of the Purchaser and Choice);
- the restrictions on the conduct of the REIT's business prior to the completion of the Arrangement, including restrictions on the ability of the REIT to pursue acquisitions or dispositions of properties, refinance existing indebtedness, enter into or modify material contracts or take other actions outside the ordinary course without the prior consent of the Purchaser and Choice, which could delay or prevent the REIT from pursuing business opportunities or responding to market conditions that may arise pending completion of the Arrangement and could negatively impact the REIT's business, financial condition or results of operations;
- the fact that the Arrangement Consideration per Unit includes Choice Units, the value of which will fluctuate based on the market price of the Choice Units, and accordingly the actual value of the Arrangement Consideration per Unit received by Unitholders may be greater or less than the implied value at the time the Arrangement was announced;
- the Arrangement will include asset sales and other transactions undertaken by the REIT and the REIT Subsidiaries on a taxable basis. These transactions are expected to result in the REIT realizing or being allocated fully taxable ordinary income in its taxation year ending on the Effective Date (including income arising from the recapture of

previously claimed capital cost allowance) in addition to capital gains income and the amount of the ordinary income may be significant. Any ordinary income and capital gains income that is realized by the REIT as a result of these transactions will be allocated to Unitholders pursuant to the Special REIT Distributions and Unitholders may be required to pay taxes on any income or capital gains that result from the receipt of the amount paid pursuant to the Special REIT Distributions. See "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS*" of this Circular; and

- the fact that the REIT has incurred and will continue to incur significant transaction costs and expenses in connection with the Arrangement, regardless of whether the Arrangement is completed.

The Board and Special Committee considered all of these factors as a whole, as well as others, and, on balance, concluded that the potential benefits of the Arrangement to Unitholders outweigh the risks, uncertainties, restrictions, and potentially negative factors associated with the Arrangement.

The Board and Special Committee's reasons contain forward-looking information and are subject to various risks and assumptions. See "*MANAGEMENT INFORMATION CIRCULAR – FORWARD-LOOKING STATEMENTS AND INFORMATION*", "*RISK FACTORS*" and the risk factors described under the heading "*RISK FACTORS*" in Appendix "G" of this Circular for additional information.

The information and factors described above and considered by the Board and Special Committee in reaching the Board Recommendation are not intended to be exhaustive but include the material factors considered by the Board and Special Committee in their review and consideration of the Arrangement. The Board and Special Committee collectively reached the conclusion to approve the Arrangement Agreement in light of the various factors described above and other factors that the members of the Board and Special Committee believed were appropriate. Given the variety of factors considered in connection with their evaluation of the Arrangement, the Board and Special Committee did not find it practicable to, and did not, quantify or otherwise attempt to assign any relative or specific weights to the foregoing factors, and individual trustees may have assigned different weightings to different factors. The Board and Special Committee based their recommendations on the totality of the information available to them, including discussions with the REIT's management team and their legal, financial and other advisors.

THE ARRANGEMENT

The following summary of the Arrangement and certain related matters does not purport to be complete and is qualified in its entirety by reference to the full text of the Plan of Arrangement, a copy of which is attached as Appendix "D" to this Circular and the Arrangement Agreement, which is available under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca.

OVERVIEW

The Arrangement will be effected pursuant to the terms of the Arrangement Agreement, which provides for, among other things, the acquisition by the Purchaser of all of the issued and outstanding REIT Units, the acquisition by Choice of the Choice Acquisition Properties and the assumption by Choice of all Debentures by way of a court approved statutory plan of arrangement under Section 192 of the CBCA and Section 60 of the Trustee Act. The following procedural steps must be taken in order for the Arrangement to be effective:

- the Unitholder Approval must be obtained in the manner set forth in the Interim Order;
- the Court must grant the Final Order approving the Arrangement;
- all conditions precedent to the Arrangement, as set forth in the Arrangement Agreement, including receipt of the Required Regulatory Approvals, the Required Third Party Consents and conditional approval by the TSX for the listing of the Choice Consideration Units, must be satisfied or waived by the appropriate Party or Parties;
- the Final Order, Articles of Arrangement and related documents, in the form prescribed by the CBCA, must be filed with the Director; and
- the Certificate of Arrangement must be issued by the Director.

Assuming completion of the foregoing procedural matters, it is currently anticipated that the Arrangement will be completed in the fourth quarter of 2026. Under the terms of the Arrangement Agreement, the REIT and ArrangementCo are obligated to file the Articles of Arrangement with the Director no later than the 12th Business Day after the satisfaction or, where not prohibited, waiver by the applicable Party or Parties of all conditions precedent to the Arrangement, unless another date is agreed to amongst the Parties. In the event that the Arrangement does not proceed for any reason, including as a result of any failure to receive the Unitholder Approval or Court approval, Unitholders will not receive any payment for their REIT Units in connection with the Arrangement and the REIT will continue as a publicly-traded real estate investment trust.

TREATMENT OF REIT SECURITIES

REIT Units, Deferred Units, Performance Units and Restricted Units

Pursuant to the Plan of Arrangement, each Unitholder will be entitled to receive the Arrangement Consideration per Unit comprised of \$19.24 in cash and 0.3186 of a Choice Unit (subject to any applicable withholding). In addition, all unvested Deferred Units, Performance Units and Restricted Units that are outstanding immediately prior to the Effective Time, will, notwithstanding the terms of the Deferred Unit Plan or Restricted Unit Plan, as applicable, immediately vest and be deemed to have vested (and, for purposes of the unvested Performance Units, after giving effect to the applicable Performance Factor). As a subsequent step in the Plan of Arrangement, each vested Deferred Unit, Performance Unit and Restricted Unit (other than any Cash-Settled Incentive Securities) will be redeemed, and be deemed to be redeemed, by the REIT and cancelled and the holders thereof shall be entitled to receive \$19.24 in cash and 0.3186 of a Choice Unit for each Deferred Unit, Performance Unit or Restricted Unit so redeemed (subject to applicable withholding).

Options

Pursuant to the Plan of Arrangement, all outstanding Options, whether vested or unvested, will, notwithstanding the terms of the Legacy Option Plan, be cancelled and the holders thereof will be entitled to receive for each Option so cancelled, an amount in cash equal to the amount by which the Arrangement Agreement Date Value (i.e., \$24.25) exceeds the exercise price payable pursuant to each such Option (subject to applicable withholding).

Cash-Settled Incentive Securities

Pursuant to the Plan of Arrangement, Cash-Settled Incentive Securities (other than Options) will be redeemed, and be deemed to be redeemed, by the REIT and cancelled and the holders of such Cash-Settled Incentive Securities will be entitled to receive, for each such Cash-Settled Incentive Security so redeemed, an amount in cash equal to the amount of the Arrangement Agreement Date Value (i.e., \$24.25) (subject to applicable withholding). Other than Options, Cash-Settled Incentive Securities consist of Deferred Units, Performance Units and Restricted Units issued or issuable on or after the Cash-Settlement Cut-Off Date (i.e., April 15, 2026), including "distribution equivalent" Deferred Units, Performance Units and Restricted Units issued or issuable in respect of distributions declared by the REIT on or after the Cash-Settlement Cut-Off Date, as well as Cash-Settled Phantom Units. Cash-Settled Phantom Units are comprised of customary annual Incentive Security grants which were approved by the Board prior to the date of the Arrangement Agreement but were not issued to the applicable grantees as a result of blackout periods, and will be settled in substantially the same manner as the Cash-Settled Performance Units and Cash-Settled Restricted Units (including, in respect of the applicable Cash-Settled Phantom Units, after giving effect to the applicable performance adjustment factor approved by the Board prior to the date of the Arrangement Agreement). See "*PRINCIPAL LEGAL MATTERS – SECURITIES LAWS MATTERS – MI 61-101 REQUIREMENTS*" of this Circular for additional information.

Debentures

All liabilities and obligations of the REIT in respect of and under the Debentures will be assumed by Choice under the Plan of Arrangement and upon completion of the Arrangement, the Debentures will remain outstanding ranking equally with existing Choice unsecured debentures and be subject to the terms of a supplemental indenture to be entered into by Choice and the Debenture Trustee. Among other things, the Choice Supplemental Indenture is intended to evidence the discharge and release of the REIT and applicable REIT Subsidiaries and the succession of Choice as the issuer and obligor of the Debentures.

PERMITTED DISTRIBUTIONS

During the period pending completion of the Arrangement, the REIT is permitted to declare and pay, or cause its distribution disbursing agent to pay, regular monthly distributions in an amount not exceeding \$0.076 per REIT Unit and equivalent distributions to the extent required or permitted under the Incentive Plans, provided that such equivalent distributions will not be settled through the issuance of REIT Units from treasury. Unitholders will be eligible to receive such regular monthly distributions if the record date for such distributions occurs prior to the Effective Date of the Arrangement and the Unitholder is a holder of record on such distribution record date.

WITHHOLDING TAXES

The REIT, the Purchaser, Choice and the Depositary, and their respective agents, as applicable, shall be entitled to deduct or withhold, from any amounts payable or otherwise deliverable to any person pursuant to the Arrangement or the Arrangement Agreement such amounts as the REIT, the Purchaser, Choice or the Depositary, as applicable, determines, acting reasonably, are required to be deducted or withheld with respect to such payment or delivery under the Tax Act or any provision of any other Laws, and to remit such deduction and withholding amount to the appropriate Governmental Entity. Each of the REIT, the Purchaser, Choice and the Depositary, and their respective agents, as applicable, is authorized to sell or otherwise dispose of, on behalf of such person, such portion of any Choice Units or other security deliverable to such person as is necessary to provide sufficient funds to the REIT, the Purchaser, Choice or the Depositary, as applicable, to enable it to comply with such deduction or withholding requirement. To the extent that any amount is so deducted or withheld, such deducted or withheld amount shall be treated for all purposes under the Plan of Arrangement and the Arrangement Agreement as having been paid to the person to whom such amount would otherwise have been paid, provided that such withheld amount is actually remitted to the appropriate Governmental Entity. See "*PROCEDURE FOR THE DELIVERY OF SECURITIES AND PAYMENT OF CONSIDERATION – CERTIFICATES AND PAYMENT – WITHHOLDING RIGHTS*" of this Circular for additional information.

TAX IMPLICATIONS OF TRANSACTION STRUCTURE

Resident Holders that participate in the Arrangement are expected to realize taxable income as a result of the Arrangement and Non-Resident Holders that participate in the Arrangement will be subject to withholding tax in respect of the Arrangement.

The Arrangement will involve, directly or indirectly, the disposition by the REIT and/or the REIT Subsidiaries of certain real property assets. These dispositions will result in Ordinary Income (including the recapture of previously claimed capital cost allowance) to the REIT for the REIT's taxation year ending on the Effective Date. Such Ordinary Income will be allocated and distributed by the REIT to Unitholders as part of the steps under the Plan of Arrangement, which may reduce the net after-tax proceeds that Unitholders ultimately receive for their REIT Units under the Arrangement. This tax treatment may differ from what a Unitholder would experience if they were to sell their REIT Units on the TSX prior to the Effective Date. A sale on the TSX would generally give rise to a capital gain (or capital loss) based on the difference between the sale price and the Unitholder's adjusted cost base, without any separate allocation or distribution of the Ordinary Income of the REIT. Accordingly, Unitholders should be aware that the tax treatment under the Arrangement may be less favourable than a simple market sale, depending on their individual circumstances.

The amount of Ordinary Income that will ultimately be allocated and distributed to Unitholders may be affected by a number of factors, including, but not limited to, the timing of the Arrangement, the characterization of any gain (or loss) realized by the REIT or any of the REIT Subsidiaries on a disposition of property or assets as either a capital gain (or capital loss) or Ordinary Income (or ordinary loss), the amount of Ordinary Income realized by the REIT in the ordinary course in the taxation year that ends on the Effective Date, and certain tax attributes of the REIT and the REIT Subsidiaries. In the case of Non-Resident Holders, Special REIT Distributions, including distributions of Ordinary Income, will be subject to Canadian withholding tax.

Certain income tax considerations relevant to a Unitholder that participates in the Arrangement are described under "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS*" and "*OTHER TAX CONSIDERATIONS*" of this Circular. Tax matters are complicated, and the income tax consequences of the Arrangement to each Unitholder will depend on their particular circumstances. Unitholders are urged to consult their own tax advisors to determine the particular tax effects to them of the Arrangement and any other consequences to them in connection with the Arrangement under Canadian federal, provincial, or local tax Laws and under foreign tax Laws, having regard to their own particular circumstances. The Canadian tax consequences (including in certain instances, Canadian withholding tax) to Unitholders that participate in the Arrangement are expected to differ from the tax treatment to Unitholders that dispose of their REIT Units on the TSX prior to the Effective Date. As such, certain Unitholders, including those that are non-residents of Canada, may want to consider selling their REIT Units on the TSX with a settlement date prior to the Effective Date as an alternative to participating in the Arrangement. Unitholders should consult with their own tax advisors as to the tax consequences to them having regard to their own specific circumstances.

REQUIRED UNITHOLDER APPROVAL

Unitholders will be asked to consider and, if thought advisable, to pass, with or without variation, the Arrangement Resolution and any other related matters at the Meeting. One of the conditions precedent in order for the Arrangement to become effective is that the Arrangement Resolution must be approved by (a) the affirmative vote of at least two-thirds (66⅔%) of the votes cast by Unitholders present in person (or virtually) or represented by proxy at the Meeting and (b) a simple majority (more than 50%) of the votes cast by Unitholders present in person (or virtually) or represented by proxy at the Meeting, excluding, for this purpose, any person whose votes are required to be excluded under items (a) through (d) of Section 8.1(2) of MI 61-101 for purposes of determining minority approval for the Arrangement, present in person (or virtually) or represented by proxy and entitled to vote at the Meeting (collectively, the "**Unitholder Approval**"). See "*PRINCIPAL LEGAL MATTERS – SECURITIES LAWS MATTERS – MI 61-101 REQUIREMENTS*" of this Circular for additional information.

The Arrangement Resolution must receive Unitholder Approval in order for the REIT and ArrangementCo to seek the Final Order and implement the Arrangement on the Effective Date in accordance with the Final Order. Notwithstanding the receipt of Unitholder Approval, the REIT, the Purchaser and Choice reserve the right in certain circumstances to not proceed with the Arrangement in accordance with the terms of the Arrangement Agreement.

ARRANGEMENT MECHANICS

The following description is qualified in its entirety by reference to the full text of the Plan of Arrangement which is attached as Appendix "D" to this Circular. **Capitalized terms referenced in this section that are not defined in the Glossary of Terms shall have the meaning ascribed to them in the Plan of Arrangement.** Upon the Arrangement becoming effective, the following steps are the main steps which will occur and will be deemed to occur in the order set out in the Plan

of Arrangement. None of the steps in the Plan of Arrangement will occur unless all of the steps in the Plan of Arrangement occur.

Commencing at the Effective Time, unless otherwise specifically provided below, each of the transactions or events set out below shall occur in the following order without any further act or formality, with each such step occurring two minutes after the completion of the immediately preceding step:

Termination of Unitholder Rights Plan

- (1) Notwithstanding the terms of the Unitholder Rights Plan, the Unitholder Rights Plan shall be terminated and all rights issued pursuant to the Unitholder Rights Plan, if any, shall be cancelled without any payment in respect thereof.

Amendment of Constatng Documents

- (2) The REIT Declaration of Trust and the declaration of trust of each REIT Sub-trust shall be amended as necessary to permit the transactions contemplated by the Arrangement and the provisions of the Plan of Arrangement, including such amendments as may be specified in the Pre-Closing Notice. Such amendments are deemed not to constitute, nor result in, a termination or resettlement of the REIT or any REIT Sub-trust.
- (3) The limited partnership agreement of each REIT Subsidiary LP shall be amended as necessary to permit the transactions contemplated by the Arrangement and the provisions of the Plan of Arrangement, including such amendments as may be specified in the Pre-Closing Notice.

Subscription by the Purchaser for the Choice Consideration Units

- (4) The Purchaser shall subscribe for the Choice Consideration Units by paying the Choice Units Subscription Amount to Choice, and the Choice Consideration Units shall be issued by Choice to the Purchaser as fully paid and validly issued Choice Units.

REIT Daylight Loan

- (5) The REIT shall borrow from the Lenders, and the Lenders shall lend to the REIT, the REIT Daylight Loan.

REIT Subsidiary Loans and Issuance of REIT Subsidiary Notes

- (6) The REIT shall (i) lend to the applicable REIT Subsidiary Borrower and each REIT Subsidiary Borrower shall borrow from the REIT, the applicable REIT Subsidiary Loan, in each case to the extent, and in such amount and on the terms and conditions, specified in the Pre-Closing Notice, (ii) contribute to FCRI LP the amount necessary for FCRI LP to pay the amount payable by it pursuant to paragraph (8), and (iii) make a separate, non-interest-bearing demand loan to FCHT in the amount necessary for FCHT to pay the amount payable by it pursuant to paragraph (8) below (which loan shall be reflected in the accounting records of the REIT and FCHT).

Concurrently with the making of the REIT Subsidiary Loans, FCHT will issue the FCHT Note to the REIT and FCRI LP will issue the FCRI LP Note to the REIT.

Acquisition of REIT Subsidiary Notes by Applicable Choice Property Purchasers and Assumption of Debentures

- (7) The applicable Choice Property Purchasers specified in the Pre-Closing Notice shall purchase from the REIT, and the REIT shall transfer and assign to such Choice Property Purchasers, all of the REIT's right, title and interest in and to the REIT Subsidiary Notes, and as consideration for the assignment of the REIT Subsidiary Notes the applicable Choice Property Purchasers shall assume and perform all of the liabilities and obligations under the Debentures, in each case in accordance with the terms of the applicable Indentures.

Payment of Interest on REIT Subsidiary Notes

- (8) Each REIT Subsidiary Borrower shall pay, in cash, to the applicable Choice Property Purchaser that is the beneficial holder of its REIT Subsidiary Note, on account of interest on such REIT Subsidiary Note, an amount equal to the interest accrued on such REIT Subsidiary Note as of the effective time of this step.

Sale of Choice Purchased Assets and Payment of Choice Properties Purchase Price

- (9) Each Choice Property Purchaser shall, in accordance with the Choice Purchase Agreement, purchase from the applicable Choice Property Seller, and each Choice Property Seller shall transfer and assign to the applicable Choice Property Purchaser, such Choice Property Seller's beneficial right, title and interest in and to the Choice Purchased Assets held by such Choice Property Seller, in each case as specified in the Pre-Closing Notice (the "**Choice Properties Sale**"). In payment and satisfaction of the Choice Properties Purchase Price payable for the Choice Purchased Assets:
- (i) the Choice Property Purchaser that is the holder of the FCHT Note shall assign to FCRI LP its interest in the FCHT Note, in payment and satisfaction of that portion of the Choice Properties Purchase Price payable by such Choice Property Purchaser to FCRI LP equal to the outstanding principal amount of the FCHT Note;
 - (ii) the Choice Property Purchaser that is the holder of the FCRI LP Note shall assign to FCHT its interest in the FCRI LP Note, in payment and satisfaction of that portion of the Choice Properties Purchase Price payable by such Choice Property Purchaser to FCHT equal to the outstanding principal amount of the FCRI LP Note;
 - (iii) the Choice Property Purchasers shall, and Choice shall cause the Choice Property Purchasers to, assume and perform all of the liabilities and obligations of the REIT and any REIT Subsidiary under the Choice Property Mortgages, in payment and satisfaction of that portion of the Choice Properties Purchase Price equal to the Choice Property Mortgages Amount; and
 - (iv) the Choice Property Purchasers shall, and Choice shall cause the Choice Property Purchasers to, pay the balance of the Choice Properties Purchase Price (being equal to the Choice Properties Cash Proceeds) in cash.
- (10) Concurrently with the Choice Properties Sale, each Registered Owner (other than a Registered Owner the equity interests in which form part of the Purchased Equity Interests) that is the registered owner of any Choice Acquisition Property as bare trustee or nominee for and on behalf of any Choice Property Seller shall assign the registered title of such Choice Acquisition Property to the applicable Choice Property Purchaser (or as Choice may otherwise direct in writing prior to the Effective Date).

Payment and Settlement of REIT Subsidiary Notes

- (11) Concurrently:
- (i) FCHT shall pay to FCRI LP, in cash, the outstanding principal amount owing by FCHT to FCRI LP under the FCHT Note; and
 - (ii) FCRI LP shall pay to FCHT, in cash, the outstanding principal amount owing by FCRI LP to FCHT under the FCRI LP Note,

and upon the repayment of the FCHT Note and FCRI LP Note in accordance with the foregoing, each of the FCHT Note and FCRI LP Note shall be cancelled.

Transfer of Retained Properties to the Retained Property LPs

- (12) Each Retained Property Owner shall, in accordance with the Retained Property Transfer Agreements, transfer its beneficial right, title and interest in and to its Retained Properties, along with any Related Assets, to the applicable Retained Property LP specified in the Pre-Closing Notice (the "**Retained Property Transfers**").

As consideration for the Retained Property Transfers, each Retained Property LP shall (i) assume any liabilities and obligations of the applicable transferring Retained Property Owner, and (ii) add to the capital account of the transferring Retained Property Owner, on account of its limited partner interest in such Retained Property LP, an amount equal to the fair market value of the Retained Properties and Related Assets transferred to it, less the amount of liabilities and obligations assumed by it, in each case to the extent set out in the applicable Retained Property Transfer Agreement.

- (13) Concurrently with the Retained Property Transfers, each Registered Owner that is the registered owner of any Retained Property as bare trustee or nominee for and on behalf of the applicable Retained Property Owner shall, as of and from the effective time of the Retained Property Transfers, hold such transferred Retained Property on behalf of the applicable Retained Property LP to which such Retained Property is transferred.

Special Distribution by REIT Subsidiary Corporations

- (14) Each Distributing REIT Subsidiary Corporation shall pay to its shareholder an amount, in cash, equal to its share of the Choice Properties Cash Proceeds (each, a "**REIT Subsidiary Corporation Cash Distribution**" and collectively, the "**REIT Subsidiary Corporation Cash Distributions**"), on account of the following (in the order and to the extent set out below):

- (i) first, on account of any outstanding indebtedness then owing by such Distributing REIT Subsidiary Corporation to such shareholder, to the extent of the lesser of such Distributing REIT Subsidiary Corporation's share of the Choice Properties Cash Proceeds and the amount of any such outstanding indebtedness;
- (ii) second, as a return of capital on the issued and outstanding shares in the capital of such Distributing REIT Subsidiary Corporation, to the extent of the lesser of (A) the "paid-up capital" (within the meaning of the Tax Act) of such shares or class of shares immediately prior to the effective time of this step, less \$1.00, and (B) such Distributing REIT Subsidiary Corporation's share of the Choice Properties Cash Proceeds, to the extent not paid to the REIT under paragraph (14)(i) above; and
- (iii) third, as a dividend on the issued and outstanding shares in the capital of such Distributing REIT Subsidiary Corporation, the remainder, if any, of such Distributing REIT Subsidiary Corporation's share of the Choice Properties Cash Proceeds not paid to the REIT under paragraphs 14(i) and (ii) above. Concurrently with the REIT Subsidiary Corporation Cash Distributions, each Distributing REIT Subsidiary Corporation will be deemed to direct the Depositary to hold, and the Depositary shall hold, from and after the effective time of such distribution, for and on behalf of the shareholder of such Distributing REIT Subsidiary Corporation, that portion of the REIT Funds then held by the Depositary on behalf of such Distributing REIT Subsidiary Corporation.

Repayment of Certain Indebtedness by Distributing REIT Subsidiary LPs

- (15) Each Distributing REIT Subsidiary LP shall pay to its limited partner an amount, in cash, equal to the amount of any outstanding indebtedness then owing by such Distributing REIT Subsidiary LP to such limited partner.

Special Distributions by Distributing REIT Subsidiary LPs

- (16) Each Distributing REIT Subsidiary LP shall make a cash distribution on its limited partner interest in an amount equal to the lesser of (i) its share of the Choice Properties Cash Proceeds, and (ii) the adjusted cost base of such limited partner interest immediately prior to the effective time of the distribution (each, a "**REIT Subsidiary LP Cash Distribution**" and collectively, the "**REIT Subsidiary LP Cash Distributions**").

- (17) Each Distributing REIT Subsidiary LP shall distribute (i) to its general partner, cash in an amount equal to the general partner's capital account, and (ii) to its limited partner, its remaining property and assets (including, for the avoidance of doubt, any share of the Choice Properties Cash Proceeds, any REIT Subsidiary Corporation Cash Distribution and any portion of the REIT Funds then held or deemed to be held by the Depositary on its behalf) (each, a **"REIT Subsidiary LP Residual Distribution"** and collectively, the **"REIT Subsidiary LP Residual Distributions"**); provided that if a Distributing REIT Subsidiary LP (a **"Distributing Parent LP"**) is a limited partner of another Distributing REIT Subsidiary LP (a **"Distributing Subsidiary LP"**), the REIT Subsidiary LP Residual Distribution by the Distributing Subsidiary LP shall, and shall be deemed to, occur immediately prior to the REIT Subsidiary LP Residual Distribution by the Distributing Parent LP.

Concurrently with the REIT Subsidiary LP Residual Distributions, the limited partner of each Distributing REIT Subsidiary LP shall, from and after the effective time of such distribution, assume and perform all of the liabilities and obligations of such Distributing REIT Subsidiary LP.

Termination of Distributing REIT Subsidiary LPs

- (18) Immediately following each REIT Subsidiary LP Residual Distribution, the general partner of the applicable Distributing REIT Subsidiary LP shall assign, and will be deemed to assign, its general partner interest in such Distributing REIT Subsidiary LP to the limited partner of such Distributing REIT Subsidiary LP, and upon such assignment such Distributing REIT Subsidiary LP shall cease to exist.

Advances by Certain General Partners to the REIT

- (19) Each REIT Subsidiary that was the general partner of a Distributing REIT Subsidiary LP and that received a distribution on account of its general partner interest in such Distributing REIT Subsidiary LP pursuant to the REIT Subsidiary LP Residual Distributions shall make a non-interest-bearing demand loan to the REIT in an amount equal to the amount of such distribution received by it.

Repayment of Certain Indebtedness by Distributing REIT Sub-trusts

- (20) Each Distributing REIT Sub-trust shall pay to the REIT an amount, in cash, equal to the amount of any outstanding indebtedness then owing by such Distributing REIT Sub-trust to the REIT.

Special Distribution by REIT Sub-trusts

- (21) Each Distributing REIT Sub-trust shall distribute all of its property and assets (including, for the avoidance of doubt, any share of the Choice Properties Cash Proceeds, any REIT Subsidiary Corporation Cash Distributions, REIT Subsidiary LP Cash Distributions and REIT Subsidiary LP Residual Distributions, and any portion of the REIT Funds then held or deemed to be held by the Depositary on its behalf, along with any other property received by it pursuant to the REIT Subsidiary LP Residual Distributions), other than any REIT Sub-trust Excluded Property, to the REIT (the **"REIT Sub-trust Distributions"**) on account of the following (in the order and to the extent set out below):
- (i) first, in consideration for the assumption by the REIT of all of the liabilities and obligations of such Distributing REIT Sub-trust, to the extent of the amount of such liabilities and obligations assumed;
 - (ii) second, as a distribution to the REIT, on account of its interest as a beneficiary of such Distributing REIT Sub-trust, of the Taxable Income of such Distributing REIT Sub-trust for its taxation year ending immediately prior to the REIT LRE, to the extent of such Taxable Income less any amount previously paid or made payable by such Distributing REIT Sub-trust to the REIT on account of its interest as a beneficiary in such taxation year; and
 - (iii) the remainder, as a capital distribution to the REIT on account of its interest as a beneficiary of such Distributing REIT Sub-trust.

Repayment of REIT Daylight Loan

- (22) The REIT shall pay, in cash, to the Lenders, on account of interest (and any fees) payable on the REIT Daylight Loan, an amount equal to the interest accruing on the REIT Daylight Loan for the Effective Date, together with any fees payable to the Lenders on account of the REIT Daylight Loan.
- (23) The REIT shall repay, in cash, to the Lenders, the outstanding principal amount of the REIT Daylight Loan. Concurrently with the repayment, the REIT will be deemed to irrevocably direct the Depositary to hold, and the Depositary shall hold, for and on behalf of the Lenders, that portion of the REIT Funds then held by the Depositary equal to the REIT Daylight Loan Amount, in full payment and satisfaction of the REIT Daylight Loan.

Vesting and Redemption of Incentive Securities

- (24) Each unvested Deferred Unit, unvested Performance Unit and unvested Restricted Unit outstanding immediately prior to the Effective Time shall, notwithstanding the terms of the Deferred Unit Plan and Restricted Unit Plan, immediately vest and be deemed to have vested; provided that each such unvested Performance Unit shall be deemed to vest into a number of vested Performance Units calculated by multiplying each such unvested Performance Unit by the applicable Performance Factor.
- (25) Each vested Deferred Unit, other than any Cash-Settled Deferred Units, outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any Deferred Units that are deemed to have vested pursuant to paragraph (24)) shall be redeemed, and be deemed to be redeemed, by the REIT and cancelled, and in consideration therefor the holder of such Deferred Unit shall be entitled to receive from the REIT, for each Deferred Unit so redeemed and cancelled, (A) a cash payment in an amount equal to the Cash Consideration per Unit and (B) a fraction of a Choice Unit equal to the Choice Consideration Units per Unit (subject to any applicable withholding).
- (26) Each vested Cash-Settled Deferred Unit that is outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any Cash-Settled Deferred Units that are deemed to have vested pursuant to paragraph (24)), shall be redeemed, and be deemed to be redeemed, by the REIT and cancelled, and in consideration therefor the holder of such Cash-Settled Deferred Unit shall be entitled to receive from the REIT, for each Cash-Settled Deferred Unit so redeemed and cancelled, a cash payment in an amount equal to the Arrangement Agreement Date Value (subject to any applicable withholding).
- (27) Each vested Performance Unit, other than any Cash-Settled Performance Units, outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any Performance Units that are deemed to have vested pursuant to paragraph (24)) shall be redeemed, and be deemed to be redeemed, by the REIT and cancelled, and in consideration therefor the holder of such Performance Unit shall be entitled to receive from the REIT, for each Performance Unit so redeemed and cancelled, (A) a cash payment in an amount equal to the Cash Consideration per Unit and (B) a fraction of a Choice Unit equal to the Choice Consideration Units per Unit (subject to any applicable withholding).
- (28) Each vested Cash-Settled Performance Unit that is outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any Cash-Settled Performance Units that are deemed to have vested pursuant to paragraph (24)), shall be redeemed, and be deemed to be redeemed, by the REIT and cancelled, and in consideration therefor the holder of such Cash-Settled Performance Unit shall be entitled to receive from the REIT, for each Cash-Settled Performance Unit so redeemed and cancelled, a cash payment in an amount equal to the Arrangement Agreement Date Value (subject to any applicable withholding).
- (29) Each vested Restricted Unit, other than any Cash-Settled Restricted Units, outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any Restricted Units that are deemed to have vested pursuant to paragraph (24)) shall be redeemed, and be deemed to be redeemed, by the REIT and cancelled, and in consideration therefor the holder of such Restricted Unit shall be entitled to receive from the REIT, for each Restricted Unit so redeemed and cancelled, (A) a cash payment in an amount equal to the Cash Consideration per Unit and (B) a fraction of a Choice Unit equal to the Choice Consideration Units per Unit (subject to any applicable withholding).

- (30) Each vested Cash-Settled Restricted Unit that is outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any Cash-Settled Restricted Units that are deemed to have vested pursuant to paragraph (24)), shall be redeemed, and be deemed to be redeemed, by the REIT and cancelled, and in consideration therefor the holder of such Cash-Settled Restricted Unit shall be entitled to receive from the REIT, for each Cash-Settled Restricted Unit so redeemed and cancelled, a cash payment in an amount equal to the Arrangement Agreement Date Value (subject to any applicable withholding).

Disposition of Options

- (31) Each Option outstanding immediately prior to the Effective Time, whether vested or unvested, shall, notwithstanding the terms of the Legacy Option Plan, be disposed of, and be deemed to be disposed of, by the holder thereof to the REIT for cancellation and shall be cancelled, and in consideration therefor the holder of such Option shall be entitled to receive from the REIT, for each Option so disposed of and cancelled, a cash payment equal to the amount, if any, by which (A) the Arrangement Agreement Date Value exceeds (B) the exercise price payable pursuant to such Option (subject to any applicable withholding). For the avoidance of doubt, where the exercise price payable pursuant to such Option is equal to or greater than the Arrangement Agreement Date Value, such Option shall be disposed of, and deemed to be disposed of, to the REIT and cancelled for no consideration payable to the holder thereof.

Termination of Plans

- (32) Except as otherwise set out above in these steps, any other rights of any person in respect of the Deferred Units, Performance Units, Restricted Units or Options shall be extinguished.
- (33) The Deferred Unit Plan, Restricted Unit Plan, Legacy Option Plan and Employee Unit Purchase Plan shall each be terminated.

Special Distributions to REIT Unitholders

- (34) The REIT shall irrevocably declare payable, in cash, a special distribution on the REIT Units issued and outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any REIT Units in respect of which a Unitholder has exercised Dissent Rights) in the aggregate amount specified in the Pre-Closing Notice, which, unless otherwise specified in the Pre-Closing Notice, shall equal the amount of the Choice Properties Cash Proceeds received by the REIT pursuant to the REIT Subsidiary Corporation Cash Distributions, the REIT Subsidiary LP Cash Distributions, the REIT Subsidiary LP Residual Distributions and the REIT Sub-trust Distributions, *minus* the sum of the REIT Daylight Loan Interest Amount and the REIT Subsidiary Notes Interest Amount (the "**Special Cash Distribution**").
- (35) The REIT shall irrevocably declare payable an additional special distribution on the REIT Units issued and outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any REIT Units in respect of which a Unitholder has exercised Dissent Rights) in an aggregate amount equal to the lesser of (A) the amount, if any, by which (A) the REIT Estimated Pre-LRE Taxable Income, exceeds (B) the aggregate amount of distributions paid or made payable by the REIT to Unitholders in such taxation year prior to the effective time of this step (including the Special Cash Distribution, but excluding any amounts paid in the year in satisfaction of distributions that became payable to the Unitholders during the preceding taxation year), and (B) such amount as may be specified in the Pre-Closing Notice (the "**Special Note Distribution**"). Concurrently with the declaration of the Special Note Distribution, the REIT will be deemed to issue the Special Distribution Note to the Depositary, and the Depositary shall, from and after the effective time of such issuance, hold the Special Distribution Note for and on behalf of the Unitholders entitled to receive the Special Note Distribution, in full payment and satisfaction of the Special Note Distribution.
- (36) The REIT shall irrevocably declare payable a further special distribution on the REIT Units issued and outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any REIT Units in respect of which a Unitholder has exercised Dissent Rights) in an aggregate amount equal to the amount, if any, by which (i) the Taxable Income of the REIT for its taxation year ending immediately prior to the REIT LRE, exceeds (ii) the aggregate amount of distributions paid or made payable by the REIT to Unitholders in such taxation year prior to

the effective time of this step (including the Special Cash Distribution and Special Note Distribution, but excluding any amounts paid in the year in satisfaction of distributions that became payable to the Unitholders during the preceding taxation year) (the "**Special Units Distribution**"). Concurrently with the declaration of the Special Units Distribution, the REIT shall issue to the Depositary, and the Depositary shall hold, from and after the effective time of the Special Units Distribution, for and on behalf of the Unitholders entitled to the Special Units Distribution, that number of REIT Units equal to the quotient obtained when the amount of the Special Units Distribution is divided by the Special Units Distribution Issue Price, in full payment and satisfaction of the Special Units Distribution.

- (37) If, immediately following the Special Units Distribution, the number of REIT Units issued and outstanding is greater than the number of REIT Units issued and outstanding immediately prior to the Special Units Distribution, then the issued and outstanding REIT Units shall be consolidated, so that the number of REIT Units issued and outstanding immediately following the consolidation shall be equal to the number of REIT Units issued and outstanding immediately prior to the effective time of this step.

Subscription by the Purchaser for REIT Subscription Units

- (38) The Purchaser shall subscribe for the REIT Subscription Units by paying the REIT Units Subscription Amount to the REIT, and the REIT Subscription Units shall be issued by the REIT to the Purchaser as fully paid and validly issued REIT Units. Concurrently with the subscription, the Purchaser will be deemed to direct the Depositary to hold, and the Depositary shall hold, from and after the effective time of the subscription, for and on behalf of the REIT:
- (i) that portion of the Purchaser Funds then held by the Depositary equal to the REIT Units Subscription Amount Cash Portion, in full payment and satisfaction of that portion of the REIT Units Subscription Amount equal to the REIT Units Subscription Amount Cash Portion; and
 - (ii) that number of the Choice Consideration Units then held by the Depositary equal to the number of Incentive Awards Choice Units, in full payment and satisfaction of that portion of the REIT Units Subscription Amount equal to the REIT Units Subscription Amount Units Portion.

Repayment of Special Distribution Note by the REIT

- (39) The REIT shall repay the Special Distribution Note in full, and the Special Distribution Note shall be cancelled. Concurrently with the repayment of the Special Distribution Note, the REIT will be deemed to direct the Depositary to hold, and the Depositary shall hold, for and on behalf of those Unitholders entitled to receive the Special Note Distribution, that portion of the REIT Funds then held by the Depositary equal to the principal amount of the Special Distribution Note, in full payment and satisfaction of their respective entitlement to the Special Distribution Note.

Transfer of Dissent Units to the Purchaser

- (40) Each Dissent Unit outstanding immediately prior to the Effective Time in respect of which a Dissenting Unitholder has duly and validly exercised Dissent Rights shall be, and shall be deemed to be, transferred by the holder thereof to the Purchaser, free and clear of all Liens, in consideration for a debt claim against the Purchaser in the amount determined under Article 4 of the Plan of Arrangement, and upon such transfer:
- (i) such Unitholder will cease to be the holder of such Dissent Unit or to have any rights as a holder in respect of such Dissent Unit, other than the right to be paid an amount in respect of such Dissent Unit determined and payable in accordance with Article 4 of the Plan of Arrangement (together with a cash payment in an amount equal to the Special Cash Distribution per Unit and the Special Note Distribution per Unit that the Unitholder is otherwise entitled to receive in accordance with these steps and Section 3.1 of the Plan of Arrangement in respect of such Dissent Unit);
 - (ii) such Unitholder shall be removed from the register of REIT Units maintained by or on behalf of the REIT in respect of such Dissent Unit; and

- (iii) the Purchaser will be, and will be deemed to be, the legal and beneficial owner of such transferred Dissent Unit and shall be entered in the register of REIT Units maintained by or on behalf of the REIT as the sole holder thereof.

Transfer of Remaining REIT Units to the Purchaser

(41) Each REIT Unit outstanding immediately prior to the effective time of this step (but excluding (A) any REIT Units held by the Purchaser, including any REIT Subscription Units, (B) any Dissent Units transferred to the Purchaser pursuant to paragraph (40), and (C) any Residual Purchased Units), shall be, and shall be deemed to be, transferred by the holder thereof to the Purchaser, free and clear of all Liens, and in exchange therefor such holder shall be entitled to receive from the Purchaser, for each REIT Unit so transferred, the Net Sale Proceeds per Unit in accordance with Article 5 of the Plan of Arrangement, and upon such transfer becoming effective:

- (i) the former holder of such transferred REIT Unit will cease to be the holder thereof or to have any rights as a holder thereof, other than the right to receive, subject to Article 5 of the Plan of Arrangement, the Net Sale Proceeds per Unit payable in respect of such REIT Unit pursuant to this paragraph (41) (together with the portion of any Special Cash Distribution, Special Note Distribution and Special Units Distribution in respect of such REIT Unit that the Unitholder is otherwise entitled to receive in accordance with these steps and Section 3.1 of the Plan of Arrangement, and any declared but unpaid distributions with a record date prior to the Effective Date);
- (ii) the former holder of such transferred REIT Unit shall be removed from the register of REIT Units maintained by or on behalf of the REIT in respect of such transferred REIT Unit and added to the register of Choice Units maintained by or on behalf of Choice and shall be, and shall be deemed to be, the legal and beneficial owner of the Choice Consideration Units per Unit portion of the Net Sale Proceeds per Unit; and
- (iii) the Purchaser will be, and will be deemed to be, the legal and beneficial owner of such transferred REIT Unit and shall be entered in the register of REIT Units maintained by or on behalf of the REIT as the sole holder thereof.

Concurrently with the transfers, the Purchaser will be deemed to direct the Depositary to hold, and the Depositary shall hold, for and on behalf of those Unitholders entitled to receive any Net Sale Proceeds per Unit pursuant to this paragraph (41), (A) that portion of the Purchaser Funds then held by the Depositary equal to aggregate Net Cash Proceeds per Unit that such Unitholders are entitled to receive and (B) that portion of the Choice Consideration Units equal to the aggregate Choice Consideration Units per Unit that such Unitholders are entitled to receive.

(42) Each Residual Purchased Unit shall be, and shall be deemed to be, transferred by the holder thereof to the Purchaser, free and clear of all Liens, and in exchange therefor such holder shall be entitled to receive from the Purchaser the Net Sale Proceeds per Unit in accordance with Article 5 of the Plan of Arrangement, and upon such transfer becoming effective:

- (i) the former holder of such transferred Residual Purchased Unit will cease to be the holder thereof or to have any rights as a holder thereof, other than the right to receive, subject to Article 5 of the Plan of Arrangement, the Net Sale Proceeds per Unit payable in respect of such Residual Purchased Unit pursuant to this paragraph (42) (together with the portion of any Special Cash Distribution, Special Note Distribution and Special Units Distribution in respect of such Residual Purchased Unit that the Unitholder is otherwise entitled to receive in accordance with these steps and Section 3.1 of the Plan of Arrangement and any declared but unpaid distributions with a record date prior to the Effective Date);
- (ii) the former holder of such transferred Residual Purchased Unit shall be removed from the register of REIT Units maintained by or on behalf of the REIT in respect of such transferred Residual Purchased Unit and added to the register of Choice Units maintained by or on behalf of Choice and shall be, and shall be deemed to be, the legal and beneficial owner of the Choice Consideration Units per Unit portion of the Net Sale Proceeds per Unit; and

- (iii) the Purchaser will be, and will be deemed to be, the legal and beneficial owner of such transferred Residual Purchased Unit and shall be entered in the register of REIT Units maintained by or on behalf of the REIT as the sole holder thereof.

Concurrently with the transfers, the Purchaser will be deemed to direct the Depositary to hold, and the Depositary shall hold, for and on behalf of those Unitholders entitled to receive the Net Sale Proceeds per Unit pursuant to this paragraph (42), (A) that portion of the Purchaser Funds then held by the Depositary equal to the aggregate Net Cash Proceeds per Unit that such Unitholders are entitled to receive and (B) that portion of the Choice Consideration Units equal to the aggregate Choice Consideration Units per Unit that such Unitholders are entitled to receive.

Transfer of ArrangementCo Shares and Replacement of REIT Trustees

- (43) The REIT shall transfer the ArrangementCo shares to the Purchaser, free and clear of all Liens, in consideration for the payment by the Purchaser to the REIT of \$100.
- (44) The current trustees of the REIT shall be deemed to resign and shall be removed, and the Purchaser shall concurrently appoint ArrangementCo as, and ArrangementCo shall become, the sole trustee of the REIT. For greater certainty, such change in the trustees of the REIT shall not result in a termination or resettlement of the REIT.

Choice Debenture Assumption Transactions

- (45) The Choice Debenture Assumption Transactions shall become effective and Choice shall assume and perform all of the liabilities and obligations under the Debentures and the REIT shall be released therefrom by the execution and delivery of the Choice Supplemental Indenture.

SOURCES OF FUNDS

Under the terms of the Arrangement Agreement, each of the Purchaser and Choice is obligated to deposit, prior to the Effective Time, sufficient funds to satisfy their respective portions of the Arrangement Cash Consideration payable under the Plan of Arrangement. In addition, Choice is obligated to deposit an irrevocable treasury direction for the issuance of the Choice Consideration Units and other required irrevocable directions providing for the transfer of the Choice Consideration Units, which constitute part of the Arrangement Consideration payable to Unitholders and holders of Incentive Securities (other than holders of Cash-Settled Incentive Securities) under the Arrangement.

Since the amount of the Arrangement Cash Consideration is equal to the total cash amount to which Unitholders and holders of Incentive Securities (including holders of Cash-Settled Incentive Securities) may be entitled to receive under the Arrangement, permitted adjustments to either the amount of the Choice Cash Deposit or the Purchaser Cash Deposit would not result in a funding obligation deficit, assuming that each of the Purchaser and Choice performs their respective funding obligations. The Arrangement Agreement does not contain a financing condition to the closing of the Arrangement and as such, even if the anticipated financing (or alternative financing) contemplated by the Purchaser or Choice is not obtained, each of the Purchaser and Choice is obligated to consummate the Arrangement subject to the conditions and in accordance with the terms under the Arrangement Agreement. See "*THE ARRANGEMENT AGREEMENT – COVENANTS OF THE PARTIES – FINANCING ARRANGEMENTS*" of this Circular for additional information.

Purchaser Financing

Purchaser Debt Financing

Concurrently with the execution of the Arrangement Agreement, the Purchaser delivered to the REIT and ArrangementCo the Purchaser Debt Commitment Letters, pursuant to which the Purchaser Debt Financing Sources have committed to lend the Purchaser an aggregate principal amount of up to \$3,403,372,250 (the "**Purchaser Debt Financing**"), the proceeds of which will be used by the Purchaser to, among other things, finance the Purchaser's payment obligations under the Arrangement Agreement including the Purchaser Cash Deposit. Pursuant to the Arrangement Agreement, the Purchaser shall use reasonable best efforts to, among other things, consummate the Purchaser Debt Financing on the terms and conditions described in the Purchaser Debt Commitment Letters at or prior to the Effective Time.

The obligation of the Purchaser Debt Financing Sources to provide the Purchaser Debt Financing is subject to customary limited conditions, which are set forth in the Purchaser Debt Commitment Letter, including, among other things, the consummation of the Arrangement substantially concurrently with the Purchaser Debt Financing, the execution and delivery of the definitive credit documentation, delivery of title insurance policies, the accuracy of certain of the Purchaser's representations and warranties under the Purchaser Debt Financing and certain of the representations and warranties given by the REIT in the Arrangement Agreement, the absence of a Material Adverse Effect, and receipt of payout letters from applicable lenders.

The commitments and obligations of the Purchaser Debt Financing Sources to provide the Purchaser Debt Financing will terminate on the earliest to occur of (a) the date the definitive credit documentation with respect to the Purchaser Credit Facilities becomes effective, (b) the date on which the Arrangement Agreement is terminated or abandoned, or (c) the Outside Date.

The obligations of the Purchaser under the Purchaser Debt Financing will be secured by, among other things, first or second ranking debentures, charges and general assignments of rents registered against certain properties owned directly or indirectly by the Purchaser, general security agreements, certain pledges of equity interests and other customary security, in each case, as set out in the Purchaser Debt Commitment Letter subject to permitted liens and other agreed upon exceptions. The agreement governing the Purchaser Debt Financing is expected to contain customary representations and warranties, financial and reporting covenants, events of default and customary affirmative and negative covenants, subject to customary and reasonable exceptions, baskets and materiality thresholds (including a material adverse effect qualifier where appropriate) to be agreed upon.

Purchaser Equity Financing

Concurrently with the execution and delivery of the Arrangement Agreement, the Purchaser delivered to the REIT and ArrangementCo the Purchaser Equity Commitment Letters, pursuant to which the Purchaser Equity Financing Sources have committed an aggregate amount of up to \$1,300,000,000 (the "**Purchaser Equity Financing**").

The proceeds of the Purchaser Equity Financing will be used solely to fund the Purchaser Cash Deposit to the extent and when required to be paid by the Purchaser pursuant to the Arrangement Agreement and the Purchaser's fees and expenses incurred in connection with the Arrangement Agreement and the transactions contemplated therein.

The obligation of each of the Purchaser Equity Financing Sources to fund its portion of the commitment pursuant to the applicable Purchaser Equity Commitment Letter is subject to customary limited conditions, including, among other things, (a) the satisfaction or waiver of all conditions precedent to the obligations of the Purchaser set forth in Sections 6.1 and 6.2 of the Arrangement Agreement (other than conditions that by their nature are to be satisfied at the Effective Time, but subject to the concurrent satisfaction or valid waiver of such conditions at the Effective Time), (b) no Material Adverse Effect shall have occurred with respect to the REIT since the date of the Arrangement Agreement and be continuing as of the closing, (c) the satisfaction or waiver of all conditions precedent to the funding of the Purchaser Debt Financing and the concurrent or substantially concurrent receipt by the Purchaser of the net cash proceeds of the Purchaser Debt Financing, (d) the concurrent or substantially concurrent receipt by the Purchaser of the amounts required to be funded by the other Purchaser Equity Financing Sources pursuant to the Purchaser Equity Commitment Letters, and (e) the substantially concurrent consummation of the Arrangement on the terms and subject to the conditions of the Arrangement Agreement.

The obligation of each of the Purchaser Equity Financing Sources to fund its portion of the commitment pursuant to the applicable Purchaser Equity Commitment Letter will automatically terminate and cease to be of any further force or effect upon the earliest of (a) the valid termination of the Arrangement Agreement in accordance with its terms, (b) the completion of the Arrangement, (c) if the completion of the Arrangement has not occurred on or prior to the Outside Date (which definition shall not be amended without the prior written consent of certain Purchaser Equity Financing Sources), upon the delivery of written notice by the applicable Purchaser Equity Financing Source to the Purchaser electing to terminate the Purchaser Equity Commitment Letter, and (d) the payment by the applicable Purchaser Equity Financing Source of its portion of the commitment in accordance with the terms of the applicable Purchaser Equity Commitment Letter.

Purchaser Financing and KingSett Guaranteed Obligations

The Purchaser has represented in the Arrangement Agreement that, assuming the Purchaser Financing is funded as contemplated, the Purchaser will have access to sufficient cash funds and borrowing capacity to pay all amounts required

to be paid by it pursuant to the Arrangement. The Arrangement Agreement provides that the Purchaser obtaining financing is not a condition to any of its obligations thereunder, regardless of the reasons why financing is not obtained or whether such reasons are within or beyond the control of the Purchaser.

Pursuant to the Arrangement Agreement, KingSett has agreed to unconditionally and irrevocably guarantee in favour of the REIT and ArrangementCo the KingSett Guaranteed Obligations. KingSett has represented in the Arrangement Agreement that, at the Effective Time, KingSett, together with the Purchaser, will have sufficient funds to pay all amounts required to be paid by the Purchaser pursuant to the Arrangement, including the aggregate cash consideration payable by the Purchaser and the KingSett Guaranteed Obligations.

See "*THE ARRANGEMENT AGREEMENT – COVENANTS OF THE PARTIES – FINANCING ARRANGEMENTS*" of this Circular.

Choice

Choice intends to finance its acquisition of the Choice Purchased Assets through a combination of debt and equity. This includes the issuance of 68.6 million Choice Units to the Purchaser for cash (which will be distributed by the Purchaser to Unitholders and other securityholders of the REIT as part of the Arrangement Consideration), a \$0.6 billion equity investment from GWL, the assumption of the REIT's \$2.3 billion of outstanding unsecured Debentures and the assumption of approximately \$0.4 billion of existing in-place mortgages. The remaining consideration is expected to be financed via the issuance of new unsecured debentures by Choice.

Choice has represented in the Arrangement Agreement that, at the Effective Time, Choice will have sufficient funds to pay all amounts required to be paid by Choice pursuant to the Arrangement, including the Choice Cash Deposit.

VOTING SUPPORT

Voting Support Agreements

On April 16, 2026, the Purchaser and Choice entered into the Voting Support Agreements with each of the Trustees and the executive officers of the REIT, in his or her capacity as a Unitholder and not as a Trustee and/or officer of the REIT (the "**Supporting Parties**"). The following summary of the Voting Support Agreements is qualified entirely by reference to the full text of the form of Voting Support Agreement, a copy of which is available under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca.

As of the Record Date, 1,208,755 REIT Units were subject to the Voting Support Agreements, representing approximately 0.57% of the issued and outstanding REIT Units. Under the Voting Support Agreements, each Supporting Party has agreed, among other things and subject to the terms and conditions of the Voting Support Agreements, to vote their REIT Units in favour of the Arrangement Resolution.

Under the terms of the Voting Support Agreements the Supporting Parties have agreed, among other things, to vote their REIT Units, directly or indirectly: (a) in favour of the Arrangement Resolution; (b) in favour of any proposal necessary for the completion of the Arrangement at the Meeting or any adjournment or postponement thereof; (c) against any Acquisition Proposal; and (d) against any other action or proposal in opposition to, or in competition or inconsistent with, the Arrangement, or likely to impede, delay or prevent the Meeting or the successful completion of the Arrangement or any of the other transactions contemplated by the Arrangement Agreement. Additionally, each of the Supporting Parties has agreed to a number of customary negative covenants in furtherance of the consummation of the Arrangement, such as certain restrictions on transfers of their REIT Units and waiver of dissent rights, all as more particularly described in the Voting Support Agreements. Each Supporting Party is prohibited from transferring or disposing of their REIT Units until immediately following the satisfaction or waiver by the applicable Party or Parties of all conditions to the Arrangement.

KingSett Voting Support Covenant

Pursuant to the Arrangement Agreement, KingSett has covenanted to cause 8,293,326 REIT Units, representing approximately 3.9% of the issued and outstanding REIT Units and all of the REIT Units beneficially owned, directly or indirectly, or over which control or direction is exercised, by KingSett or any of its affiliates as of the Record Date, to be voted in favour of the Arrangement Resolution.

PROCEDURE FOR THE DELIVERY OF SECURITIES AND PAYMENT OF CONSIDERATION

DEPOSITARY AGREEMENT

Prior to the Effective Date, the REIT, ArrangementCo, the Purchaser, Choice and Computershare Investor Services Inc., in its capacity as the Depositary, will enter into the Depositary Agreement, pursuant to which Computershare Investor Services Inc. will be engaged as Depositary for, among other things, the receipt and validation of deposits of the REIT Units and related Letters of Transmittal and the processing and payment of the Arrangement Consideration per Unit to depositing Unitholders in connection with the Arrangement.

Pursuant to the Arrangement Agreement, the Depositary will receive and hold in escrow (a) from the Purchaser, sufficient funds to satisfy the Purchaser Cash Deposit to be held by the Depositary, in accordance with the Depositary Agreement and the Plan of Arrangement; and (b) from Choice, (i) sufficient funds to satisfy the Choice Cash Deposit and (ii) an irrevocable treasury direction for the issuance of the Choice Consideration Units and other irrevocable directions in respect of such Choice Consideration Units as may be required to implement such steps of the Plan of Arrangement for the issuance and transfer of Choice Consideration Units, each of which shall be held by the Depositary, in accordance with the Depositary Agreement and the Plan of Arrangement. In addition, the Purchaser shall cause the Lenders to deposit with the Depositary, in escrow, sufficient funds to satisfy the REIT Daylight Loan Amount, to be held by the Depositary in accordance with the Depositary Agreement and the Plan of Arrangement.

The Depositary will receive deposits of DRS Advice(s) and/or certificate(s) representing outstanding REIT Units and accompanying Letters of Transmittal at the offices specified therein and be responsible for, among other things, making or causing to be made payment for the Arrangement Consideration per Unit payable under the Plan of Arrangement and the giving of certain notices or the taking of certain actions, as required, for the implementation of the Plan of Arrangement. It is expected that the Depositary will receive customary compensation for its services and that the Depositary Agreement will otherwise be on terms customary for a transaction in the nature of the Arrangement.

LETTER OF TRANSMITTAL

Letter of Transmittal

If the Arrangement Resolution is passed and the Arrangement is implemented, in order to receive the aggregate Arrangement Consideration per Unit for their REIT Units, a Registered Unitholder must complete and sign the Letter of Transmittal that will be provided or made available and deliver such Letter of Transmittal together with the certificate(s) and/or copies of DRS Advice(s), as applicable, representing REIT Units and the other documents required by the instructions set out therein to the Depositary in accordance with the instructions contained in the Letter of Transmittal. A Registered Unitholder can obtain additional copies of the Letter of Transmittal by contacting the Depositary. The Letter of Transmittal will also be available under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca and on the REIT's website at <https://fcr.ca/investors/unitholders/>.

The Letter of Transmittal contains procedural information relating to the Arrangement and should be reviewed carefully.

The tendering of a Letter of Transmittal will constitute a binding agreement between the Registered Unitholder, the REIT, the Purchaser, and the Depositary, upon the terms and subject to the conditions of the Arrangement Agreement.

The Parties reserve, and after the Effective Time, the Purchaser reserves, the absolute right, to instruct the Depositary to waive or not to waive any and all errors or other deficiencies in any Letter of Transmittal received by it. The method used to deliver a Letter of Transmittal and any accompanying certificate(s) and DRS Advice(s) and other relevant documents, if any, is at the option and risk of the relevant registered holder. Delivery will be deemed effective only when such documents are actually received by the Depositary at the address set out in the Letter of Transmittal. The REIT recommends that the necessary documentation be hand-delivered to the Depositary as soon as possible at its office(s) specified in the Letter of Transmittal, and a receipt obtained; otherwise the use of registered mail with return receipt requested, properly insured is recommended.

Beneficial Unitholders holding REIT Units that are registered in the name of an Intermediary must contact their Intermediary to arrange for their Intermediary to complete the necessary transmittal documents and make such other arrangements with

their Intermediary in accordance with the Intermediary's instructions as are necessary to receive the portion of the Arrangement Consideration to which they are entitled under the terms of the Arrangement.

CERTIFICATES AND PAYMENT

Payment of Consideration

The Arrangement Agreement requires the Purchaser and Choice to deposit with the Depositary, prior to the Effective Time, the aggregate Cash Consideration per Unit and Choice Consideration Units per Unit payable to Unitholders pursuant to the Plan of Arrangement, to be held by the Depositary in escrow on behalf of the persons entitled to such amounts in accordance with the Depositary Agreement and Plan of Arrangement.

The Arrangement Consideration per Unit payable to Unitholders (other than Dissenting Unitholders in respect of their Dissent Units) will consist of the Cash Consideration per Unit, being \$19.24, and the Choice Consideration Units per Unit, being 0.3186 of a Choice Unit. It is expected that (a) the Cash Consideration per Unit will be payable to Unitholders pursuant to the steps in Section 3.1 of the Plan of Arrangement partly by way of the Special Cash Distribution and partly by way of the Special Note Distribution on their REIT Units, while (b) the Choice Consideration Units per Unit will be payable to Unitholders (other than Dissenting Unitholders in respect of their Dissent Units) pursuant to the steps in Section 3.1 of the Plan of Arrangement on account of the Net Sale Proceeds per Unit payable to Unitholders on the transfer of their REIT Units to the Purchaser.

Upon receipt by the Depositary of a certificate or DRS Advice which immediately prior to the Effective Time represented outstanding REIT Units that were transferred to the Purchaser pursuant to the Plan of Arrangement, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the registered holder of such surrendered certificate or DRS Advice shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, the cash and Choice Consideration Units comprising the aggregate Arrangement Consideration per Unit such holder has the right to receive under the Plan of Arrangement for such REIT Units, less any amounts withheld in respect of taxes pursuant to the Plan of Arrangement, and any certificate so surrendered shall forthwith be cancelled.

As soon as practicable after the Effective Date, (a) the REIT shall pay or cause to be paid the cash consideration that former holders of Options, Deferred Units, Restricted Units and Performance Units are entitled to receive in accordance with Section 3.1 of the Plan of Arrangement through the REIT's payroll service provider and in any event, no later than the next regularly scheduled payroll date following the Effective Date; and (b) the Purchaser and the REIT shall deliver or cause the Depositary to deliver certificates or DRS Advices, as applicable, representing the aggregate number of Choice Consideration Units that former holders of Deferred Units, Restricted Units and Performance Units (but excluding any Cash-Settled Incentive Securities), as applicable, are entitled to receive pursuant to the Plan of Arrangement.

None of the holders of REIT Units, Options, Deferred Units, Performance Units or Restricted Units shall be entitled to receive any consideration with respect to such securities other than the consideration such holder is entitled to receive in accordance with the Plan of Arrangement, and, for greater certainty, no such former holder will be entitled to receive any interest, distributions, premium or other payment in connection therewith other than, in respect of REIT Units, any declared but unpaid distributions with a record date prior to the Effective Date.

Under the Plan of Arrangement, the cash and Choice Units comprising the aggregate Arrangement Consideration per Unit to which Unitholders (other than Dissenting Unitholders in respect of their Dissent Units) are entitled under the Arrangement shall be, and shall be deemed to be, held by the Depositary as agent and nominee for such Unitholders from and after the effective time such Unitholders are entitled to receive such payment pursuant to the Plan of Arrangement, such that all payments contemplated to be made to such Unitholders shall be treated as having been made at the applicable time of such payment as set out in the Plan of Arrangement.

The holders' rights to receive payment from the Depositary pursuant to the Plan of Arrangement shall represent all of the holder's rights with respect to the aggregate Arrangement Consideration per Unit such holder is entitled to receive in respect of their REIT Units.

Matters Regarding the Choice Consideration Units

Where the aggregate number of Choice Units to be delivered to a holder of REIT Units, Deferred Units, Performance Units or Restricted Units, as applicable, pursuant to the Plan of Arrangement would otherwise result in a fraction of a Choice Unit being issuable, the aggregate number of Choice Consideration Units to be received by such holder of REIT Units, Deferred Units, Performance Units or Restricted Units, as applicable, shall be rounded down to the nearest whole Choice Unit; and such number of Choice Units as is equal to the sum of the fractional Choice Units that such holders are otherwise entitled to receive shall be sold by the Depositary as expeditiously as is commercially reasonable following the Effective Time through the facilities of the TSX and the net proceeds of which, after brokerage sales commissions, will be paid to such holders in proportion to their respective entitlements thereof, net of applicable withholding tax and without interest.

No distributions declared or made after the Effective Time with respect to Choice Units with a record date after the Effective Date shall be paid to the holder of any unsurrendered certificate or DRS Advice which immediately prior to the Effective Time represented outstanding REIT Units that were transferred to the Purchaser pursuant to the Plan of Arrangement, as applicable, unless and until the holder of record of such certificate or DRS Advice shall surrender such certificate or DRS Advice (or affidavit in respect of a lost, stolen or destroyed certificate, as discussed below). Subject to applicable Law, at the time of such surrender of any such certificate or DRS Advice (or in the case of clause (B) below, at the appropriate payment date), there shall be paid to the holder of record of the certificate(s) or DRS Advice(s) formerly representing such REIT Units, without interest, (A) the amount of distributions with a record date on or after the Effective Date theretofore paid with respect to each whole Choice Unit issued to such holder, and (B) on the appropriate payment date, the amount of distributions with a record date on or after the Effective Date but prior to surrender and a payment date subsequent to surrender payable with respect to such whole Choice Unit.

Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented any outstanding REIT Units that were acquired by the Purchaser from a Unitholder pursuant to the Plan of Arrangement has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the former holder of such REIT Units, the Depositary will, in exchange for such lost, stolen or destroyed certificate, deliver to such former holder of REIT Units, or make available for pick up at its offices, the Arrangement Consideration per Unit such former holder is entitled to receive in respect of such REIT Units pursuant to the Plan of Arrangement, together with any distributions which such holder is entitled to receive pursuant to the Plan of Arrangement on the Choice Units comprising such Arrangement Consideration per Unit, less, in each case, any amounts withheld in respect of taxes pursuant to the Plan of Arrangement. When authorizing such delivery in relation to any lost, stolen or destroyed certificate, the former holder of such REIT Units shall, as a condition precedent to the delivery of the Arrangement Consideration per Unit, give a bond satisfactory to the Purchaser, Choice and the Depositary (each acting reasonably) in such sum as the Purchaser and Choice may direct, or otherwise indemnify the Purchaser, Choice and the Depositary against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

Cancellation Rights

Until surrendered for cancellation as contemplated above, each certificate or DRS Advice that immediately prior to the Effective Time represented one or more REIT Units shall be deemed at all times to represent only the right to receive in exchange therefor the aggregate Arrangement Consideration per Unit that the holder of such certificate or DRS Advice is entitled to receive pursuant to the Plan of Arrangement and any declared but unpaid distributions with a record date prior to the Effective Date. Any such certificate or DRS Advice formerly representing REIT Units not duly surrendered on or before 5:00 p.m. (Toronto time) on the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of REIT Units of any kind or nature against or in the REIT, the Purchaser, Choice, the Depositary or any other person. On such date, the consideration such former holder of REIT Units would otherwise have been entitled to receive, together with any distributions such holder would otherwise have been entitled to receive, shall be deemed to have been surrendered to the Purchaser for no consideration.

Withholding Rights

The REIT, the Purchaser, Choice and the Depositary, and their respective agents, as applicable, shall be entitled to deduct or withhold, from any amounts payable or otherwise deliverable to any person pursuant to the Arrangement or the Arrangement Agreement (including, without limitation, any payments to any holder of Options, Deferred Units, Performance Units or Restricted Units) such amounts as the REIT, the Purchaser, Choice or the Depositary, as applicable, determines,

acting reasonably, are required to be deducted or withheld with respect to such payment or delivery under the Tax Act or any provision of any other Laws. Any amounts so deducted or withheld shall be treated for all purposes as having been paid to the person to whom such amounts would otherwise have been paid, provided that such deducted or withheld amounts are actually remitted to the appropriate tax authority. Each of the REIT, the Purchaser, Choice and the Depositary, and their respective agents, as applicable, is authorized to sell or otherwise dispose of, on behalf of such person, such portion of any Choice Units or other security deliverable to such person as is necessary to provide sufficient funds (after deducting commissions payable, fees, and other costs and expenses) to the REIT, the Purchaser, Choice or the Depositary, as applicable, to enable it to comply with such deduction or withholding requirement, and the REIT, the Purchaser, Choice or the Depositary, as applicable, shall notify such person thereof and remit the applicable portion of the net proceeds of such sale to the appropriate taxing authority and, if applicable, any portion of such net proceeds (after deducting commissions payable, fees, and other costs and expenses) that is not required to be so remitted shall be paid to such person. Any such sale will be made in accordance with Law and at prevailing market prices and none of the REIT, the Purchaser, Choice or the Depositary or their respective agents, as the case may be, shall be under any obligation to obtain a particular price for the share or other security, as applicable, so sold. None of the REIT, the Purchaser, Choice or the Depositary or any other person will be liable for any loss arising out of any such sale.

DISSENT RIGHTS

For the purposes of this section entitled "Dissent Rights", the term "Dissenting Unitholder" shall mean a registered holder of REIT Units as at the Record Date who has validly exercised their Dissent Rights in accordance with the dissent procedures set forth below (the "**Dissent Procedures**"). The following is a summary only of the provisions of the CBCA (as modified by the Plan of Arrangement and the Interim Order) and is qualified in its entirety by reference to the full text of Section 190 of the CBCA, as modified by the Plan of Arrangement and the Interim Order as set out as Appendix "J" to this Circular.

The Interim Order expressly provides Registered Unitholders with the right to dissent from the Arrangement Resolution with respect to the REIT Units held by such Unitholder, which Dissent Rights shall, notwithstanding Section 10.1 of the REIT Declaration of Trust, be governed by the procedures set out in Section 190 of the CBCA, as modified by the Plan of Arrangement, the Interim Order or any other order of the Court. Any Registered Unitholder who does not vote in favour of the Arrangement Resolution and who dissents from the Arrangement Resolution in compliance with Section 190 of the CBCA, as modified by the Plan of Arrangement, the Interim Order or any other order of the Court, will, in the event that the Arrangement becomes effective, (a) participate in the Special Cash Distribution, the Special Note Distribution and the Special Units Distribution in the same manner and to the same extent as a non-Dissenting Unitholder, and (b) be deemed to transfer their Dissent Units to the Purchaser at the Dissent Unit Transfer Time in exchange for the right to be paid the fair value of the Dissent Units held by such Dissenting Unitholder, determined as of the close of business on the day before the Arrangement Resolution was adopted, less the amount of the Special Cash Distribution per Unit and Special Note Distribution per Unit. **Unitholders are cautioned that such fair value (together with the Special Cash Distribution per Unit and Special Note Distribution per Unit) could be determined to be less than the trading price of the REIT Units on the TSX as of the close of business on the day before the Arrangement Resolution was adopted.** It is a condition to completion of the Arrangement in favour of the Purchaser that Dissent Rights shall not have been validly exercised in respect of greater than 5% of the outstanding REIT Units (excluding any such Dissent Rights which have been validly withdrawn prior to the Effective Date).

Section 190 of the CBCA provides that a dissenting unitholder may only make a claim under that section with respect to all the REIT Units held by the dissenting unitholder on behalf of any one beneficial owner and registered in the name of the dissenting unitholder. One consequence of this provision is that only a Registered Unitholder may exercise Dissent Rights in respect of REIT Units that are registered in that Unitholder's name.

In addition to any other restrictions under Section 190 of the CBCA, the Interim Order and notwithstanding any provision in the REIT Declaration of Trust, none of the following are entitled to exercise Dissent Rights: (a) Registered Unitholders who vote, or have instructed a proxyholder to vote, in favour of the Arrangement Resolution; (b) Registered Unitholders who have not strictly complied with the Dissent Procedures or who have withdrawn their exercise of Dissent Rights prior to the Effective Date; (c) holders of Options with respect to their Options; (d) holders of Performance Units with respect to their Performance Units; (e) holders of Restricted Units with respect to their Restricted Units; (f) holders of Deferred Units with respect to their Deferred Units; and (g) holders of Debentures with respect to their Debentures.

In many cases, REIT Units beneficially owned by a Beneficial Unitholder are registered either:

- in the name of an Intermediary that the Beneficial Unitholder deals with in respect of the REIT Units, such as, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered registered retirement savings plans, registered retirement income funds, registered education savings plans and similar plans; or
- in the name of a depository (such as CDS) of which the Intermediary is a participant.

Accordingly, a Beneficial Unitholder will not be entitled to exercise Dissent Rights directly (unless the REIT Units are re-registered in the Beneficial Unitholder's name). A Beneficial Unitholder who wishes to exercise Dissent Rights should immediately contact the Intermediary with whom the Beneficial Unitholder deals in respect of its REIT Units and either: (a) instruct the Intermediary to exercise Dissent Rights on the Beneficial Unitholder's behalf (which, if the REIT Units are registered in the name of CDS or other clearing agency, may require that such REIT Units first be re-registered in the name of the Intermediary); or (b) instruct the Intermediary to re-register such REIT Units in the name of the Beneficial Unitholder, in which case the Beneficial Unitholder would be able to exercise Dissent Rights directly.

The Dissent Procedures require that a Registered Unitholder who wishes to dissent must send to the REIT a written objection to the Arrangement Resolution (a "**Dissent Notice**") on or before 5:00 p.m. (Toronto time) on the Business Day that is two (2) Business Days before the Meeting and must otherwise strictly comply with the Dissent Procedures described in this Circular. The REIT's address for such purpose is 85 Hanna Avenue, Suite 400, Toronto, Ontario M6K 3S3, Attention: Alison Harnick, email: alison.harnick@fcr.ca, with a copy to Stikeman Elliott LLP, 199 Bay Street, Suite 5300, Commerce Court West, Toronto, Ontario M5L 1B9, Attention: Alexander Rose, email: arose@stikeman.com. These Dissent Procedures are different than the statutory dissent procedures of the CBCA or Section 10.1 of the REIT Declaration of Trust, which would permit a Dissent Notice to be provided at or prior to the Meeting. **Failure to strictly comply with the Dissent Procedures will result in loss of the right to dissent.**

The filing of a Dissent Notice does not deprive a Registered Unitholder of the right to vote at the Meeting. However, the CBCA provides, in effect, that a Registered Unitholder who has submitted a Dissent Notice and who votes or instructs a proxyholder to vote in favour of the Arrangement Resolution will no longer be considered a Dissenting Unitholder with respect to the REIT Units voted in favour of the Arrangement Resolution. The CBCA does not provide, and the REIT will not assume, that a proxy form submitted instructing the proxyholder to vote against the Arrangement Resolution, a vote against the Arrangement Resolution at the Meeting, or an abstention, constitutes a Dissent Notice, but a Registered Unitholder need not vote its REIT Units against the Arrangement in order to dissent. Similarly, the revocation of a proxy conferring authority on the proxyholder to vote in favour of the Arrangement Resolution does not constitute a Dissent Notice. However, any proxy granted by a Registered Unitholder who intends to dissent, other than a proxy that instructs the proxyholder to vote against the Arrangement Resolution, should be validly revoked in order to prevent the proxyholder from voting such REIT Units in favour of the Arrangement Resolution and thereby causing such Registered Unitholder to forfeit its Dissent Rights.

If Unitholders adopt the Arrangement Resolution, the REIT is required to send to each Dissenting Unitholder a notice that the Arrangement Resolution has been adopted (the "**Notice of Resolution**") within ten (10) days of adoption. Such notice is not required to be sent to any Unitholder who voted in favour of the Arrangement Resolution or who has withdrawn their Dissent Notice.

A Dissenting Unitholder who has not withdrawn its Dissent Notice prior to the Meeting must, within 20 days after receiving the Notice of Resolution, or if the Dissenting Unitholder does not receive such notice, within 20 days after learning that the Arrangement Resolution has been adopted, send to the REIT a written notice (a "**Demand for Payment**") containing, among other things, the Dissenting Unitholder's name and address, and the number of REIT Units in respect of which such Dissenting Unitholder dissents. Within 30 days after sending the Demand for Payment, the Dissenting Unitholder must send to the REIT or the Transfer Agent certificates or DRS Advices representing REIT Units in respect of which he or she dissents (the "**Certificate Delivery**"). The REIT or the Transfer Agent will endorse on any certificate or DRS Advice received from a Dissenting Unitholder a notice that the holder is a dissenting unitholder and will forthwith return such certificate or DRS Advice to the Dissenting Unitholder. A Dissenting Unitholder who fails to make a Demand for Payment in the time required, or to complete the Certificate Delivery in the time required, has no right to make a claim under Section 190 of the CBCA.

Pursuant to the Plan of Arrangement, Dissenting Unitholders who are ultimately determined to be entitled to be paid the fair value for their Dissent Units will be deemed to have irrevocably transferred such Dissent Units to the Purchaser at the Dissent Unit Transfer Time, free and clear of all Liens, in consideration for a debt claim against the Purchaser in the amount of the fair value of such Dissent Units as determined in accordance with Article 4 of the Plan of Arrangement. Such Dissenting Unitholders will be entitled to any distributions payable to Unitholders prior to the Dissent Unit Transfer Time, including the Special Cash Distribution, the Special Note Distribution and the Special Units Distribution, but will not be entitled to any other payment or consideration, including any Choice Consideration Units, that would be made under the Arrangement had such holders not exercised their Dissent Rights. As at the Dissent Unit Transfer Time, the names of such Dissenting Unitholders will be removed from the register of REIT Units maintained by or on behalf of the REIT.

The Purchaser is required, not later than seven (7) days after the later of the Effective Date or the date on which a Demand for Payment is received from a Dissenting Unitholder, to send to each Dissenting Unitholder who has sent a Demand for Payment an offer to pay for its Dissent Units in an amount considered by the Purchaser to be the fair value of the REIT Units (an "**Offer to Pay**"), accompanied by a statement showing the manner in which the fair value was determined. Every Offer to Pay must be on the same terms. The Purchaser must pay for the Dissent Units of a Dissenting Unitholder within ten (10) days after an Offer to Pay has been accepted by a Dissenting Unitholder, but any such offer lapses if the Purchaser does not receive an acceptance within 30 days after the Offer to Pay has been made.

If the Purchaser fails to make an Offer to Pay for a Dissenting Unitholder's REIT Units, or if a Dissenting Unitholder fails to accept an Offer to Pay that has been made, the Purchaser may, within 50 days after the Effective Date or within such further period as a court may allow, apply to a court to fix a fair value for the REIT Units of Dissenting Unitholders. If the Purchaser fails to apply to a court, a Dissenting Unitholder may apply to a court for the same purpose within a further period of 20 days or within such further period as a court may allow. A Dissenting Unitholder is not required to give security for costs in such an application. Any such application by the Purchaser or a Dissenting Unitholder must be made to a court in Ontario or court having jurisdiction in the place where the REIT has its registered office or in the province where the Dissenting Unitholder resides if the Purchaser carries on business in that province.

Before making any such application to a court itself or after receiving a notice that a Dissenting Unitholder has made an application to a court, the Purchaser will be required to notify each affected Dissenting Unitholder of the date, place and consequences of the application and of a Dissenting Unitholder's right to appear and be heard in person or by counsel. Upon an application to a court, all Dissenting Unitholders whose REIT Units have not been purchased by the Purchaser will be joined as parties and be bound by the decision of the court. Upon any such application to a court, the court may determine whether any other person is a Dissenting Unitholder who should be joined as a party, and the court will then fix a fair value for the Dissent Units of all Dissenting Unitholders. Any resulting order of a court will be rendered against the Purchaser in favour of each Dissenting Unitholder for the amount of the fair value of its Dissent Units as fixed by the court. The court may, in its discretion, allow a reasonable rate of interest on the amount payable to each Dissenting Unitholder from the Effective Date until the date of payment.

Notwithstanding anything to the contrary in Subsection 190(3) of the CBCA or the REIT Declaration of Trust, the Plan of Arrangement and Interim Order provide that the amount per REIT Unit that a Dissenting Unitholder who duly and validly exercises Dissent Rights and is ultimately entitled to be paid the fair value for their Dissent Units shall receive from the Purchaser for each such Dissent Unit transferred to the Purchaser shall be equal to the fair value of such Dissent Unit determined as of the close of business on the day before the Arrangement Resolution was adopted, minus the amount of the Special Cash Distribution per Unit and the Special Note Distribution per Unit that such Dissenting Unitholder is entitled to receive in respect of such Dissent Unit pursuant to the Plan of Arrangement and the amount of any other distributions paid by the REIT on such Dissent Unit prior to the Effective Date with a record date that occurs after the day the Arrangement Resolution was adopted.

Pursuant to the Plan of Arrangement, Dissenting Unitholders who are ultimately determined not to be entitled, for any reason, to be paid by the Purchaser the fair value for their Dissent Units, will be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a Unitholder who has not exercised Dissent Rights and will be entitled to receive only the consideration set forth in the Plan of Arrangement that such holder would have received in respect of such REIT Units if such holder had not exercised Dissent Rights.

Registered Unitholders who are considering exercising Dissent Rights should be aware that there can be no assurance that the fair value of their REIT Units as determined under the applicable provisions of the CBCA, as modified by the Plan of Arrangement, the Interim Order or any other order of the Court, will be more than or equal to the value of the Arrangement Consideration per Unit or the trading price of the REIT Units on the TSX as of the close of business on the day before the Arrangement Resolution was adopted. In addition, any judicial determination of fair value will result in delay of receipt by a Dissenting Unitholder of consideration for such Dissenting Unitholder's Dissent Units.

The foregoing is only a summary of the dissenting shareholder provisions of the CBCA, as modified by the Plan of Arrangement and the Interim Order or any other order of the Court, which are technical and complex. A copy of Section 190 of the CBCA is attached as Appendix "J" to this Circular.

It is recommended that any Registered Unitholder wishing to avail themselves of the Dissent Rights seek legal advice, as failure to strictly comply with the Dissent Procedures may prejudice their Dissent Rights.

THE ARRANGEMENT AGREEMENT

The following is a summary of selected provisions of the Arrangement Agreement. While this description is intended to cover certain material terms of the Arrangement Agreement, it may not contain all of the information that is important to you and is qualified in its entirety by reference to the Arrangement Agreement. We urge you to read the Arrangement Agreement, a copy of which can be found under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca, carefully and in its entirety.

REPRESENTATIONS AND WARRANTIES

The Arrangement Agreement contains customary representations and warranties of each of the REIT, ArrangementCo, the Purchaser, KingSett, and Choice for a transaction of the nature of the Arrangement. Except for its status as the contractual document that establishes and governs the legal relations among the REIT, ArrangementCo, the Purchaser, KingSett, and Choice with respect to the Arrangement, the REIT does not intend for the Arrangement Agreement to be a source of factual, business or operational information about the REIT, ArrangementCo, the Purchaser, KingSett, or Choice. The Arrangement Agreement contains representations and warranties made by the REIT and ArrangementCo to each of the Purchaser, KingSett, and Choice, and representations and warranties made by each of the Purchaser, KingSett, and Choice to the REIT and/or ArrangementCo, as applicable. Those representations and warranties were made as of specific dates solely for the purposes of the Arrangement Agreement and are subject to important qualifications and limitations agreed to by the Parties in connection with negotiating its terms. Moreover, some of the representations and warranties contained in the Arrangement Agreement are subject to a contractual standard of materiality (including, in the case of the REIT and ArrangementCo, a Material Adverse Effect and in the case of Choice, a Choice Material Adverse Effect) that may be different from that considered material to Unitholders, or that may have been used for the purpose of allocating risk between the Parties rather than for the purpose of establishing facts. Information concerning the subject matter of the representations and warranties may have changed since the date of the Arrangement Agreement. For the foregoing reasons, you should not rely on the representations and warranties contained in the Arrangement Agreement as statements of fact at the time they were made or otherwise.

The representations and warranties of the REIT and ArrangementCo include, among other things: status; authorization; non-contravention; enforceability of obligations; governmental authorization; capitalization of the REIT; Unitholders and similar agreement; the REIT Subsidiaries and JV Entities; Securities Law matters; financial statements; disclosure controls and internal controls over financial reporting; auditors; no undisclosed liabilities; absence of certain changes or events; compliance with Laws/authorizations; Opinions and Board approval; brokers; material contracts; ownership of assets; no options to purchase; operations in compliance with applicable Law; books and records; work orders; leases; loans; no expropriation; builder liens; permitted liens complied with; remedial orders; unregistered government agreements; existing mortgages; environmental data; environmental matters; intellectual property; privacy and data security; litigation; insurance; taxes; related party transactions; employment matters; employee plans; no collective agreement; unfair labour practice and common employer; corrupt practices legislation; anti-money laundering and anti-terrorism Laws; sanctions; and no collateral benefit.

The representations and warranties of the Purchaser include, among other things: status; authorization; non-contravention; enforceability of obligations; governmental authorization; brokers; litigation; Investment Canada Act; financing; and security ownership.

The representations and warranties of Choice include, among other things: status; authorization; non-contravention; enforceability of obligations; governmental authorization; capitalization; unitholders and similar agreement; Securities Law matters; financial statements; disclosure controls and internal controls over financial reporting; auditors; no undisclosed liabilities; absence of certain changes or events; compliance with Laws/authorizations; security ownership; issuance of Choice Units; brokers; litigation; insurance; taxes matters; and available funds.

The representations and warranties of KingSett include, among other things: status; authorization; non-contravention; enforceability of obligations; governmental authorization; brokers; litigation; available funds; and security ownership.

The representations and warranties of each of the Parties contained in the Arrangement Agreement do not survive the completion of the Arrangement and will expire and be terminated on the earlier of the Effective Time and the date on which the Arrangement Agreement is terminated in accordance with its terms. However, notwithstanding the termination of the

Arrangement Agreement and the expiration of the representations and warranties, no Party will be relieved of any liability for any intentional or wilful breach by it of any provision of the Arrangement Agreement, including the intentional, wilful or fraudulent making of a representation or intentional or wilful non-compliance with a covenant.

COVENANTS OF THE PARTIES

In addition to the following summary, Unitholders should refer to the Arrangement Agreement filed under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca for additional information regarding the additional negative and affirmative covenants given by the REIT and Choice in relation to the conduct of their respective businesses during the Interim Period.

Conduct of Business of the REIT

In the Arrangement Agreement, the REIT has agreed to certain negative and affirmative covenants relating to the operation of its business (including the business of the REIT Subsidiaries and JV Entities) during the period from the date of the Arrangement Agreement until the earlier of the Effective Time and the time that the Arrangement Agreement is terminated in accordance with its terms (the "**Interim Period**"). In particular, the REIT has covenanted and agreed that, during the Interim Period, except (a) with the prior written consent of the Purchaser and Choice, such consent not to be unreasonably withheld, conditioned or delayed, (b) as required or expressly permitted by the Arrangement Agreement or the Plan of Arrangement, (c) as required by Law or any Governmental Entity, (d) in connection with the Retained Property LPs Formation or a Pre-Acquisition Reorganization, or (e) as expressly set out in the REIT Disclosure Letter, the REIT will, and will cause each of the REIT Subsidiaries and JV Entities to (i) conduct its and their respective businesses in the Ordinary Course and in accordance with Law, and (ii) use commercially reasonable efforts to preserve (A) substantially intact their respective current business organizations, (B) their properties and assets in good repair and condition (normal wear and tear excepted), and (C) their goodwill and business relations with material suppliers, Tenants, business partners (including any JV Partner) and other persons with which the REIT, the REIT Subsidiaries and the JV Entities have material business relations.

Conduct of Business of Choice

In the Arrangement Agreement, Choice has agreed to certain negative and affirmative covenants relating to the operation of its business (including the business of the Choice Subsidiaries) during the Interim Period. In particular, Choice has covenanted and agreed that, during the Interim Period, except (a) with the prior written consent of the REIT, such consent not to be unreasonably withheld, conditioned or delayed, (b) as required or expressly permitted by the Arrangement Agreement or the Plan of Arrangement, or (c) as required by Law or any Governmental Entity, Choice will, and will cause each of the Choice Subsidiaries to conduct its and their respective businesses in the Ordinary Course and in accordance with Law.

Regarding the Arrangement

Each Party has agreed to certain covenants regarding the Arrangement in favour of the other Parties, including covenants (other than in connection with the Required Regulatory Approvals, the Third Party Consents, and the Purchaser Financing, which covenants are governed under such other applicable provisions of the Arrangement Agreement and as described in further detail below) to use commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things required or necessary under Law to consummate the Arrangement as soon as practicable, including, as applicable:

- (a) using commercially reasonable efforts to satisfy, or cause to be satisfied, each of the conditions set forth in Section 6.1, Section 6.2 and Section 6.3 of the Arrangement Agreement applicable to it;
- (b) carrying out the terms of the Interim Order and the Final Order applicable to it and complying with all material requirements imposed by Law on it with respect to the Arrangement Agreement or the Arrangement;
- (c) using commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from it and its Subsidiaries relating to the Arrangement Agreement or the Arrangement;
- (d) using commercially reasonable efforts to obtain all necessary exemptions, consents, approvals and authorizations as are required by it under Law with respect to the Arrangement Agreement or the Arrangement;

- (e) using commercially reasonable efforts to, upon reasonable consultation with the other Parties, oppose, appeal, overturn, lift or rescind any injunction, restraining or other order, decree, judgment or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement and defend, or cause to be defended, any proceedings to which it or any of its Subsidiaries is a party or brought against it or any of its Subsidiaries or any of their respective directors, trustees or officers challenging the Arrangement Agreement or the Arrangement or consummation of the transactions contemplated hereby (including the Purchaser obtaining the Purchaser Financing contemplated by Section 4.15 of the Arrangement Agreement) or thereby, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Entity vacated or reserved, so as to enable closing to occur as soon as reasonably practicable in accordance with the Arrangement Agreement; provided that none of the Parties nor any of their respective Subsidiaries will consent to the entry of any judgment or settlement with respect to any such proceeding without the prior written approval of the other Parties, not to be unreasonably withheld, conditioned or delayed;
- (f) in the case of the REIT, subject to confirmation that insurance coverage is maintained or purchased in accordance with Section 4.9 of the Arrangement Agreement, at the Purchaser's request, using commercially reasonable efforts to obtain the resignations and customary mutual releases (subject to customary exceptions and otherwise in a form satisfactory to the Parties, acting reasonably) of the trustees or directors, as applicable, of the REIT and the REIT Subsidiaries specified in writing by the Purchaser and cause them to be replaced by persons nominated by the Purchaser effective as of the time specified in the Plan of Arrangement; and
- (g) not taking any action, or refrain from taking any action, or permitting any action to be taken or not taken, which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Arrangement or the transactions contemplated under the Arrangement Agreement.

Other than in connection with the Required Regulatory Approvals, the Third Party Consents and the Purchaser Financing, which are governed under such other applicable sections of the Arrangement Agreement, each Party has agreed to promptly notify the other Parties (other than in connection with the Required Regulatory Approvals, the Third Party Consents, and the Purchaser Financing, which covenants and the standards which the REIT must use are described in further detail later in this Circular) in writing of: (a) any material written notice or other material written communication from any Governmental Entity in connection with the Arrangement Agreement or the Arrangement (and, subject to Law, will contemporaneously provide a copy of any such written notice or communication to the other Parties); (b) any filings, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving the Party or any of the REIT Subsidiaries that relate to the Arrangement Agreement or the Arrangement; (c) any notice or other written communication from any person alleging that consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such person is required in connection with the Arrangement Agreement or the Arrangement; and (d) any notice or other written communication from any person with whom the REIT or any of the REIT Subsidiaries has a material business relationship that such person is terminating or otherwise materially adversely modifying its relationship with the REIT or any of the REIT Subsidiaries as a result of the Arrangement Agreement or the Arrangement (and will contemporaneously provide a copy of any such written notice or communication to the other Parties).

Required Regulatory Approvals

The Arrangement Agreement provides that, subject to the terms thereof, in connection with the Choice Competition Act Approval, (a) as soon as practicable, but in any event no later than 15 Business Days after the date of the Arrangement Agreement, or such later date as the Parties may agree, Choice will file with the Commissioner a request for an ARC or, in the alternative, a No-Action Letter; and (b) in addition, as soon as possible thereafter, but in any event within 20 Business Days after the date of the Arrangement Agreement, Choice and the REIT will each file, or cause to be filed, a pre-merger notification filing unless Choice and the REIT mutually agree to file on a different date. Choice will be responsible for the applicable filing fee incurred in connection with obtaining or satisfying the Choice Competition Act Approval.

The Arrangement Agreement provides that, subject to the terms thereof, in connection with the Purchaser Competition Act Approval: (a) as soon as practicable, but in any event no later than 15 Business Days after the date of the Arrangement Agreement, or such later date as the Parties may agree, the Purchaser will file with the Commissioner a request for an ARC or, in the alternative, a No-Action Letter; and (b) in addition, as soon as possible thereafter, but in any event within 20 Business Days after the date of the Arrangement Agreement, the Purchaser and the REIT will each file, or cause to be filed, a pre-merger notification filing unless the Purchaser and the REIT mutually agree to file on a different date. The Purchaser

will be responsible for the filing fee incurred in connection with obtaining or satisfying the Purchaser Competition Act Approval.

The Parties have agreed to keep each other fully informed as to the status and progress of efforts to obtain or satisfy the Required Regulatory Approvals, and will consult and cooperate with each other in connection with the effort to obtain or satisfy the Required Regulatory Approvals.

Without limiting the generality of the foregoing:

- (a) In connection with the Choice Competition Act Approval: (i) Choice and its counsel will allow the Purchaser, the REIT and their respective counsels to provide input into the form and content of the ARC application (and any supplementary submissions made to the Commissioner) prior to the making thereof, and will consider in good faith all reasonable additions, deletions or changes thereto suggested by the Purchaser, the REIT and their respective counsels; (ii) Choice and the REIT will comply, as promptly as is reasonably practicable, with any requests for additional information, documents, or materials received by Choice or the REIT from the Commissioner and each of Choice and the REIT (including their affiliates) will comply with any supplemental information request issued pursuant to Section 114(2) of the Competition Act within 90 days of issuance (unless alternative timing is agreed as between Choice and the REIT); (iii) Choice and the REIT will promptly notify each other Party of any communication from the Commissioner and will permit the other Party or its counsel to review in advance any proposed communication to the Commissioner and to comment thereon; (iv) neither Choice nor the REIT will participate in any meeting, either in person or by phone, with the Commissioner relating to the transactions contemplated by the Arrangement Agreement unless it consults with the other Party in advance and, to the extent permitted by the Commissioner, provides the other Party and its counsel the opportunity to attend and participate thereat (except (A) where the timing of the response requested by the Commissioner does not reasonably permit such review, (B) the Commissioner expressly requests that another Party should not be present at the meeting or discussion or part or parts of the meeting or discussion, or (C) where competitively or commercially sensitive information may be discussed, in which case, with respect to meetings and discussions with the Commissioner, reasonable best efforts will be made to allow external legal counsel to participate); and (v) Choice and the REIT will promptly notify the Purchaser and its counsel of any communication from the Commissioner relating to a timing commitment, or any other matter that may impact the Purchaser, and will permit the Purchaser or its counsel, as appropriate, to review in advance any proposed communication to the Commissioner regarding any such matter and will provide the Purchaser and its counsel the opportunity to attend and participate in any meeting with the Commissioner, either in person or by phone, where it is anticipated that one or more of those matters will be discussed.
- (b) In connection with the Purchaser Competition Act Approval: (i) the Purchaser and its counsel will allow Choice, the REIT and their respective counsels to provide input into the form and content of the ARC application (and any supplementary submissions made to the Commissioner) prior to the making thereof, and will consider in good faith all reasonable additions, deletions or changes thereto suggested by Choice, the REIT and their respective counsels; (ii) the Purchaser and the REIT will comply, as promptly as is reasonably practicable, with any requests for additional information, documents, or materials received by the Purchaser or the REIT from the Commissioner and each of the Purchaser and the REIT (including their affiliates) will comply with any supplemental information request issued pursuant to Section 114(2) of the Competition Act within 90 days of issuance (unless alternative timing is agreed as between the Purchaser and the REIT); (iii) the Purchaser and the REIT will promptly notify the other Party of any communication from the Commissioner and will permit the other Party or its counsel, as appropriate, to review in advance any proposed communication to the Commissioner and to comment thereon; (iv) neither the Purchaser nor the REIT will participate in any meeting, either in person or by phone, with the Commissioner relating to the transactions contemplated by the Arrangement Agreement unless it consults with the other Party in advance and, to the extent permitted by the Commissioner, provides the other Party and its counsel the opportunity to attend and participate thereat (except (A) where the timing of the response requested by the Commissioner does not reasonably permit such review, (B) the Commissioner expressly requests that another Party should not be present at the meeting or discussion or part or parts of the meeting or discussion, or (C) where competitively or commercially sensitive information may be discussed, in which case, with respect to meetings and discussions with the Commissioner, reasonable best efforts will be made to allow external legal counsel to participate); and (v) the Purchaser and the REIT will promptly notify Choice and its counsel of any communication from the Commissioner relating to a timing commitment, or any other matter that may impact Choice, and will

permit Choice or its counsel, as appropriate, to review in advance any proposed communication to the Commissioner regarding any such matter and will provide Choice and its counsel the opportunity to attend and participate in any meeting with the Commissioner, either in person or by phone, where it is anticipated that one or more of those matters will be discussed.

For greater certainty, subject at all times to their full compliance with all of their obligations contained in Section 4.4 of the Arrangement Agreement (as summarized in the paragraphs above), the Purchaser and Choice will jointly control and lead all communications and strategy in connection with obtaining or satisfying the Required Regulatory Approvals and will cooperate in good faith to obtain or satisfy the Required Regulatory Approvals. However, in the event of a disagreement over the strategy, tactics, or decisions relating to obtaining or satisfying the Choice Competition Act Approval, Choice will have the final and ultimate authority over the appropriate strategy, tactics, and decisions, subject at all times to Choice's full compliance with all of its obligations contained in Section 4.4 of the Arrangement Agreement. In the event of a disagreement over the strategy, tactics or decisions relating to obtaining or satisfying the Purchaser Competition Act Approval, the Purchaser will have the final and ultimate authority over the appropriate strategy, tactics, and decisions subject at all times to the Purchaser's full compliance with all of its obligations contained in Section 4.4 of the Arrangement Agreement.

Choice and the Purchaser will not, and will cause their respective affiliates not to, enter into any other transaction, including any merger, amalgamation, acquisition, business combination or joint venture, that would reasonably be expected to prevent, materially delay, impede or put at risk the obtaining or satisfying of, or increase the risk of not obtaining or satisfying, the Required Regulatory Approvals, or otherwise prevent, materially delay, impede or put at risk the consummation of the transactions contemplated by the Arrangement Agreement.

Choice and the Purchaser will not withdraw any Competition Act filing in connection with a Required Regulatory Approval except with the prior written consent of the REIT.

Choice, the Purchaser and the REIT will each use their reasonable best efforts to obtain or satisfy the Required Regulatory Approvals and to ensure that there is otherwise no prohibition or injunction on the consummation of the transactions contemplated under the Arrangement Agreement pursuant to the Competition Act, and to remove any such prohibition or injunction as soon as reasonably practicable but, in any event, no later than the Outside Date and each Party will provide such information and cooperation as reasonably requested by the other Parties in connection therewith.

Third Party Consents and Transfer Rights

Subject to Section 4.5(3) of the Arrangement Agreement, the REIT, the Purchaser, KingSett and Choice must use their reasonable best efforts to obtain the Required Third Party Consents and any Third Party Consents from JV Partners. In connection with the seeking of Required Third Party Consents and any other Third Party Consents from JV Partners, the REIT must provide the Purchaser and Choice with advance copies of the form of any documents, instruments, certificates, consents, acknowledgments, opinions, notices and other items required in connection with the transactions contemplated under the Arrangement Agreement including, for greater certainty, the Arrangement and any Pre-Acquisition Reorganization (the "**Required Consent Documents**"), and any Required Consent Documents that deviate from such form, and must provide the Purchaser and Choice with a reasonable opportunity to review and provide their comments in respect thereof and must give reasonable consideration to any such comments. Without limiting the generality of the foregoing, the Purchaser is solely responsible for all costs and expenses associated with obtaining the Third Party Consents (except for Third Party Consents in connection with the acquisition of any Choice Acquisition Property, the costs and expenses of which will be the sole responsibility of Choice), including all customary assumption or consent fees including premiums for any endorsements to or re-date of the title insurance policies previously issued, servicing fees, rating agency fees, together with all reasonable legal fees and documented out-of-pocket legal fees (collectively, the "**Third Party Consent Expenses**") of third parties (including JV Partners) which are incurred in connection with providing such Third Party Consents, and each of the Purchaser and Choice will reimburse the REIT for any reasonable Third Party Consent Expenses incurred by the REIT or any of the REIT Subsidiaries in connection with the REIT's obligations under Section 4.5 of the Arrangement Agreement (as summarized in this and the following paragraphs below). Each of the Purchaser, KingSett and Choice has acknowledged and agreed that except for the Required Third Party Consents, the receipt of any Third Party Consents including from the Required Lenders, JV Partners or any other third parties party to such Material Contracts is not a condition to any of its obligations under the Arrangement Agreement, and the consummation of the Arrangement and other transactions contemplated under the Arrangement Agreement may not be conditioned on or delayed or postponed by or as a result of failure to receive any such Third Party Consent.

The REIT, the Purchaser, KingSett and Choice must, and the REIT must cause the REIT Subsidiaries to, in respect of the Required Third Party Consents, use reasonable best efforts, or, in respect of any other Third Party Consents, use commercially reasonable efforts, to: (a) cooperate with the customary requests of the Required Lenders, JV Partners, or other third parties party to such Material Contracts for delivery of information, documents, statements, materials and other items about themselves or their Subsidiaries; (b) approve any Required Consent Documents, in form and content customarily required of similarly situated buyers, sellers, joint venture partners or other third parties in similar transactions subject to approval by the REIT (such approval not to be unreasonably withheld, delayed or conditioned); provided that the Required Consent Documents will be effective as of or immediately prior to and conditioned on the occurrence of the transactions contemplated under the Arrangement Agreement; (c) provide customary releases to the Required Lenders, JV Partners, or other third parties party to such Material Contracts, if required by such Required Lenders, JV Partners or such other third parties; and (d) comply with any other customary requirements and conditions of the Required Lenders, JV Partners, or such other third parties in connection with the Arrangement, the Pre-Acquisition Reorganization and the Choice Purchase Agreement.

The REIT's cooperation pursuant to Section 4.5(2) of the Arrangement Agreement will include: (a) providing the Purchaser, KingSett or Choice with reasonable access to Required Lenders, JV Partners, and other third parties, provided that, if reasonably requested, the REIT will be entitled to participate in any discussions or communications with any Required Lender, JV Partner, or third party from which any Third Party Consent is being sought; (b) confirming, remaking and updating any representations and warranties in the Existing Mortgages and any customary documents entered into in connection therewith as of the Effective Time, if reasonably required by the Required Lenders or other third parties subject to any necessary exceptions or modifications necessitated by facts and circumstances discovered after the date of the Existing Mortgages; (c) promptly executing and delivering any and all documents, instruments, agreements, and items required under the Existing Mortgages, Leases, JV Agreements and customary documents entered into in connection with the requests for the Third Party Consents, in form and substance approved by the REIT (such approval not to be unreasonably withheld, delayed or conditioned); (d) exercising or causing applicable REIT Subsidiaries to exercise their respective rights (other than Transfer Rights, which rights are addressed in such other applicable sections of the Arrangement Agreement) under applicable JV Agreements to the extent available to the REIT and to such REIT Subsidiaries and necessary to facilitate the transactions contemplated by the Arrangement; and (e) promptly supplying to the Required Lenders, JV Partners, or other third parties upon receipt of written requests therefor, all non-confidential financial and other information with respect to the REIT and applicable Properties as may be reasonably requested from time to time by the Required Lenders, JV Partners, or other third parties, in accordance with the terms and conditions of the applicable Existing Mortgages, Leases or JV Agreements, as applicable, and any customary documents entered into in connection therewith. Notwithstanding the foregoing, none of the REIT nor any REIT Subsidiary will be required to: (a) pay or agree to pay any commitment, consent or other similar fee, or incur any other cost, expense or liability or provide in connection with any such Third Party Consent prior to the Effective Time (except those fees and expenses that the REIT is or will be reimbursed for by the Purchaser); (b) take any action or do anything that would (i) contravene any Law, any of its Constatting Documents or any other Material Contract, or (ii) be capable of impairing or preventing the satisfaction of any condition set forth in Article 6 of the Arrangement Agreement; (c) commit to take any action that is not contingent on the consummation of the transactions contemplated herein at the Effective Time or to the extent it would unreasonably interfere with the business or operations of the REIT or any of the REIT Subsidiaries; or (d) except as required to comply with Law, disclose any information that in the reasonable judgment of the REIT would result in the disclosure of any trade secrets or similar information or violate any obligations of the REIT or any other person with respect to confidentiality. Nothing in the Arrangement Agreement will require any Representative of the REIT or any of the REIT Subsidiaries to deliver any certificate or opinion or take any other action pursuant to Section 4.5 of the Arrangement Agreement that would or would reasonably be expected to result in personal liability to such Representative.

No actions taken or cooperation provided by the REIT and the REIT Subsidiaries pursuant to Section 4.5 of the Arrangement Agreement will be considered to constitute a breach of the representations, warranties or covenants of the REIT or the REIT Subsidiaries under the Arrangement Agreement.

Access to Information; Confidentiality

From the date of the Arrangement Agreement until the earlier of the Effective Time and the termination of the Arrangement Agreement, subject to Law and the terms of any existing Contracts (including, without limitation, the Confidentiality Agreements), in each case solely for the purpose of furthering the consummation of the transactions contemplated by the Arrangement Agreement (and integration activities related thereto), the REIT will use commercially reasonable efforts to:

(a) give the Purchaser, KingSett and Choice and their respective authorized Representatives, reasonable access during normal business hours to the REIT's and the REIT Subsidiaries' (i) premises, (ii) property and assets (including all books and records), and (iii) senior personnel; (b) furnish to the Purchaser, KingSett and Choice and their respective authorized Representatives such financial and operating data and other information with respect to the assets or business of the REIT and any of the REIT Subsidiaries as they may reasonably request, provided that no investigation pursuant to Section 4.6 of the Arrangement Agreement (as summarized in this paragraph) will affect or be deemed to modify any representation or warranty made by the REIT or ArrangementCo herein; and (c) instruct its Representatives to cooperate with the Purchaser, KingSett and Choice and their respective Representatives in respect of (a) and (b), but subject to the Confidentiality Agreements; and, to the extent such access is permitted, provided that: (x) the Purchaser, KingSett or Choice, as applicable, provides the REIT with reasonable notice of any request under Section 4.6(1) of the Arrangement Agreement; (y) any such access contemplated in Section 4.6(1) of the Arrangement Agreement (other than the materials in the Data Room) will be provided during the REIT's normal business hours only and only to the extent that such access does not unreasonably interfere with the conduct of the business of the REIT or the REIT Subsidiaries (including operating in the Ordinary Course), unreasonably burden the business responsibilities and duties of any personnel prior to the Effective Time in a material manner or create unreasonable risk of damage or destruction to any properties or assets of the REIT, any REIT Subsidiary or any JV Entity; and (z) none of the Purchaser, KingSett or Choice or any of their Representatives will contact officers or employees of the REIT, any REIT Subsidiary, JV Entity or Tenant, except after prior approval of either the Chief Executive Officer or Senior Vice President, General Counsel and Corporate Secretary of the REIT, which approval will not be unreasonably withheld.

Without limiting the generality of the foregoing, within 30 Business Days of the end of each calendar month, the REIT will use commercially reasonable efforts to provide to the Purchaser, KingSett and Choice:

- (a) a monthly reconciliation of consolidated cash activity, including reconciliations for cash attributable to JV Entities and the REIT's corporate revolver activity, including the amount of each draw and repayment to the REIT or a REIT Subsidiary's corporate revolver credit facilities and the sources and uses for cash inflows and outflows specifying the date and the nature (including the related Property) of each inflow and outflow (including whether it relates to net operating cash flow, rent, acquisitions, dispositions, development expenditures and revenue enhancing capex, mortgage proceeds, mortgage amortization and maturity repayments, mortgages or loans advanced or collected, costs and expenses related to the transactions contemplated under the Arrangement Agreement, or any other sources and uses not listed in the foregoing);
- (b) and the consolidated monthly profit and loss statement and balance sheet of the REIT for the most recent month, the trial balances of the REIT segregated by Property and corporate business units for the most recent month and the balance sheet subledgers segregated by Property for the most recent month, in each case, using customary month-end closing processes and adjustments that are as similar as possible in all respects to those applied during a customary month-end closing by the REIT based on historical practices; provided, that the REIT will not be required to provide the information set forth in Section 4.6(2)(b) of the Arrangement Agreement (as summarized in this subparagraph) for the months of January, April, July or October, unless the Parties anticipate that the Effective Date will occur during any such month or during the month immediately following any such month;

provided, further, that the REIT will prepare the information set forth in Sections 4.6(2)(a) and (b) of the Arrangement Agreement (as summarized in the subparagraphs above) for the month in which the Effective Date occurs and the month immediately prior to the Effective Date, in each case in accordance with the accounting methods, policies, principles, practices or procedures in accordance with which the REIT prepares its quarterly financial statements.

Notwithstanding any provision of the Arrangement Agreement, the REIT will not be obligated to provide, or cause any of the REIT Subsidiaries to provide, access to, or to disclose, any information if the REIT reasonably determines that such access or disclosure: (a) may jeopardize any solicitor-client or other privilege claim by the REIT or the REIT Subsidiaries; provided that, to the extent any information is withheld due to a potential waiver of such privilege, the REIT will notify the Purchaser, KingSett and Choice of the nature of the information which is being withheld and the basis for privilege and will use its commercially reasonable efforts to find a way to permit disclosure of such information, including entering into common interest privilege agreements or other arrangements, as appropriate; (b) violate any obligations of the REIT, any REIT Subsidiary or any JV Entity with respect to confidentiality to any third party or otherwise breach, contravene or violate any existing Contract to which the REIT, any REIT Subsidiary or any JV Entity is party; or (c) breach, contravene or violate any applicable Law. All access to any Property will be at the sole risk and expense of the Purchaser, KingSett and Choice. Any

damage to any properties owned or operated by the REIT, any REIT Subsidiary or any JV Entity caused by any such access will be promptly repaired by the Purchaser and KingSett or Choice, as applicable. Notwithstanding the foregoing, nothing herein will authorize any environmental testing involving sampling of soil, groundwater, air or other environmental medium or other similar invasive techniques by the Purchaser, KingSett, Choice or their respective Representatives with respect to any properties owned or operated by the REIT, any REIT Subsidiary or any JV Entity unless approved by the REIT in writing (such approval not to be unreasonably withheld), and provided that the Purchaser, KingSett and Choice will be responsible for any costs or expenses in connection with any such matters as well as the costs of restoring any such property to its previous state following any such matters. Prior to accessing any properties owned or operated by the REIT, any REIT Subsidiary or any JV Entity in accordance with Section 4.6(1) of the Arrangement Agreement, the Purchaser, KingSett and Choice will provide, upon written request by the REIT, evidence of appropriate liability insurance coverage for such Party and its Representatives and will be required to maintain such insurance until the earlier of the Effective Time and the termination of the Arrangement Agreement in accordance with its terms.

No investigations made by or on behalf of a Party, whether under Section 4.6 of the Arrangement Agreement or otherwise, will expand, impact or otherwise affect any representation, warranty, covenant or agreement of any Party, the conditions to the obligations of any Party under the Arrangement Agreement or otherwise limit or affect the rights or remedies available thereunder.

Insurance and Indemnification

From and after the Effective Time for a period of six years, the Purchaser must, and must cause the REIT, the REIT Subsidiaries and the JV Entities to, indemnify and hold harmless, to the fullest extent permitted under Law (and to also advance expenses as incurred to the fullest extent permitted under Law), each present and former trustee, director and officer of the REIT, the REIT Subsidiaries and any director, trustee and officer appointed by the REIT or any REIT Subsidiary to the board or equivalent governing body of any JV Entity and the REIT's charitable foundation (each, an "**Indemnified Person**") against any costs or expenses (including reasonable legal fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, inquiry, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or related to such Indemnified Person's service as a director, officer or trustee of the REIT, any REIT Subsidiary or any JV Entity or services performed by such persons at the request of the REIT, any of the REIT Subsidiaries, or any of the JV Entities prior to, at or after the Effective Time, whether asserted or claimed prior to, at or after the Effective Time, including arising out of or related to the Arrangement Agreement and any of the transactions contemplated by the Arrangement Agreement; provided that the indemnity provided for in Section 4.9(1) of the Arrangement Agreement (as summarized in this paragraph) will only be available if (a) the Indemnified Person was acting honestly and in good faith with a view to the best interests of the Unitholders, or the applicable REIT Subsidiary or JV Entity and (b) in the case of a criminal or administrative action or proceeding that is enforced by monetary penalty, the Indemnified Person had reasonable grounds for believing that the Indemnified Person's conduct was lawful. Notwithstanding the foregoing, neither the REIT nor the Purchaser will be obligated to indemnify the Indemnified Person pursuant to Section 4.9(1) of the Arrangement Agreement for any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities which have been paid to, by or on behalf of, the Indemnified Person under any policies of directors' and officers' liability insurance maintained by the REIT or the REIT Subsidiaries, including any policies purchased pursuant to Section 4.9(3) of the Arrangement Agreement (as summarized in the paragraphs below).

None of the Purchaser, KingSett, Choice, the REIT or any of their respective Subsidiaries may settle, compromise or consent to the entry of any judgment in any claim, inquiry, action, suit, proceeding or investigation or threatened claim, inquiry, action, suit, proceeding or investigation involving or naming an Indemnified Person or arising out of or related to an Indemnified Person's service as a director, officer or trustee of the REIT, any of the REIT Subsidiaries or any of the JV Entities or services performed by such persons at the request of the REIT, any of the REIT Subsidiaries or any of the JV Entities prior to, at or after the Effective Time without the prior written consent (not to be unreasonably withheld or delayed) of that Indemnified Person, unless such settlement, compromise or consent includes an unconditional release of such Indemnified Person from all liability arising out of such proceeding.

Prior to the Effective Date, the REIT must (at the REIT's expense) obtain and fully prepay the premium for the irrevocable extension of the trustees', directors' and officers' liability coverage of the REIT's, the REIT Subsidiaries' and the JV Entities' existing trustees', directors' and officers' insurance, fiduciary liability and employment practices liability insurance policies, in each case for a claims reporting or run-off and extended reporting period and claims reporting period of six years from and after the Effective Time with respect to any claim arising from facts or events which existed or occurred prior to the

Effective Time from an insurance carrier with the same or better credit rating as the REIT's insurance carriers as at the date of the Arrangement Agreement with respect to trustees', directors' and officers' liability insurance ("**D&O Insurance**"), and with terms, conditions, retentions and limits of liability that are no less advantageous to the Indemnified Persons than the coverage provided under the REIT's and the REIT Subsidiaries' policies which are in effect immediately prior to the Effective Time with respect to any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty or any matter claimed against a trustee, director or officer of the REIT, any of the REIT Subsidiaries or any of the JV Entities by reason of him or her serving in such capacity that existed or occurred prior to the Effective Time (including in connection with the approval or completion of the Arrangement Agreement, the Arrangement or the other transactions contemplated by the Arrangement Agreement or arising out of or related to the Arrangement Agreement and the transactions contemplated thereby); provided that: (x) the Purchaser may not be required to pay any amounts in respect of such coverage prior to the Effective Time; and (y) the cost of such policies must not exceed 300% of the REIT's current annual aggregate premium for such insurance policies (and if the amount necessary to maintain or procure such insurance coverage exceeds such amount, the REIT will, or the Purchaser will procure and maintain for such six-year period as much coverage as can be reasonably obtained for such aggregate amount of insurance premium).

If the REIT, any of the REIT Subsidiaries or any of the Purchaser or any of their respective successors or assigns (a) amalgamate, consolidate with or merge or wind-up into any other person and is not the continuing or surviving corporation or entity, or (b) transfer all or substantially all of its properties and assets to any person or persons (including as part of the Arrangement), then, and in each such case, proper provisions must be made so that the successors, assigns and transferees of the REIT, the REIT Subsidiaries or the Purchaser, as the case may be, must assume all of the obligations set forth in Section 4.9 of the Arrangement Agreement.

If any Indemnified Person makes any claim for the indemnification or advancement of expenses under Section 4.9 of the Arrangement Agreement that is denied by the REIT, and a court of competent jurisdiction determines that the Indemnified Person is entitled to such indemnification, then the REIT must pay such Indemnified Person's costs and expenses, including reasonable legal fees and expenses, incurred in connection with pursuing such claim against the REIT.

The rights of the Indemnified Persons under Section 4.9 of the Arrangement Agreement are in addition to any rights such Indemnified Persons may have under the Constatng Documents of the REIT, the REIT Subsidiaries, the JV Entities and their respective successors and assigns, or under any Law or Contract of any Indemnified Person with the REIT, the REIT Subsidiaries, the JV Entities and their respective successors and assigns. All rights to indemnification and exculpation from liabilities for acts or omissions occurring prior to the Effective Time and rights to advancement of expenses relating thereto now existing in favour of any Indemnified Person as provided in the Constatng Documents of the REIT, any REIT Subsidiary or any JV Entity or any indemnification agreement between such Indemnified Person and the REIT, any of the REIT Subsidiaries or any JV Entities or under any Law survive the Effective Time and will continue in full force and effect in accordance with their terms for a period of six years from the Effective Date, and may not be amended, repealed or otherwise modified in any manner that would adversely affect any right thereunder of any such Indemnified Person.

The obligations of the Purchaser and the REIT under Section 4.9 of the Arrangement Agreement survive the consummation of the Arrangement and may not be terminated or modified in such a manner as to adversely affect any Indemnified Person, and Section 4.9 of the Arrangement Agreement is intended to be for the benefit of, and are enforceable by, the Indemnified Persons and their respective heirs, executors, administrators and personal representatives and will be binding on the REIT and the Purchaser and their successors and assigns, and, for such purpose, the REIT confirmed that it is acting as agent and trustee on behalf of the Indemnified Persons.

Employees

From and after the Effective Time, the Purchaser will honour and perform, or cause its Subsidiaries (including the REIT Subsidiaries following the Effective Time and any successors of such Subsidiaries) to honour and perform, all of the material entitlements and obligations, including severance and termination payments and benefits, under Contracts with REIT Employees (to the extent such arrangements are not terminated or modified in accordance with Section 4.10(2) of the Arrangement Agreement), including offer letters and employment and other agreements and Employee Plans, and existing change of control agreements of the REIT Subsidiaries in respect of REIT Employees, in each case in accordance with their terms as in effect immediately before the Effective Time and disclosed to the Purchaser in the Data Room; provided that if no such severance and termination payments and benefits were then in effect or disclosed to the Purchaser in the Data

Room, then such REIT Employees will be provided with notice or payment in lieu of notice and any other termination payment or benefit as required by Law.

Notwithstanding anything in the foregoing to the contrary, nothing contemplated by the Arrangement Agreement will be construed as requiring either the Purchaser or any of its affiliates to continue the employment or service of any REIT Employee for any period after the Effective Date or to prevent the Purchaser, the REIT or any of their Subsidiaries from making changes in accordance with Law to any Employee Plan or to any REIT Employee's terms or conditions of employment, whether under contract or otherwise, on or after the Effective Date.

Section 4.10 of the Arrangement Agreement (as summarized in the paragraphs above) will survive the consummation of the Arrangement.

Rating Agencies

The REIT will notify the Purchaser and Choice, if, prior to the Effective Date, DBRS, Inc. advises the REIT that it is contemplating an adverse change in the rating or rating outlook applicable to the Debentures or has placed or is contemplating placing the Debentures or the rating of the Debentures (a) on credit watch, ratings alert or other comparable downgrade warning, (b) under review with negative or developing implications, or (c) under review for possible downgrade or with direction uncertain.

The REIT will not, and shall cause each REIT Subsidiary not to:

- (a) remove, cause the removal of or permit the removal of DBRS, Inc. as the rating agency in respect of the Debentures or add, cause to be added or permit the addition of a rating agency other than DBRS, Inc. as the rating agency of the Debentures; or
- (b) have any substantive contact, communication or engagement with any rating agency, without informing the Purchaser and Choice reasonably in advance of such contact, communications or engagement and providing the Purchaser and Choice with (i) the opportunity to review and comment upon in advance any written communications to be sent by or on behalf of the REIT to any such rating agency, (ii) a copy of any such written communication, and (iii) the opportunity to participate in any discussions, negotiations or proceedings with or including any such rating agency.

Financing Arrangements

The Purchaser has agreed to use reasonable best efforts to take, and cause to be taken, all necessary, proper or advisable actions to arrange and obtain the proceeds of the Purchaser Financing on the terms and conditions described in the Purchaser Financing Commitments by no later than the Effective Time; provided that subject to Section 4.15(2) of the Arrangement Agreement (as summarized below), the Purchaser may, in its sole discretion, replace, amend or supplement the Purchaser Financing Commitments to add, replace or substitute lenders, lead arrangers, bookrunners, syndication agents or similar entities who had not executed a debt commitment letter as of the date of the Arrangement Agreement (or to permit any existing lender, lead arranger, bookrunner, syndication agent or similar entity to assign or transfer all or any portion of its commitments to any other person), or to add, replace or substitute sponsors or investors who had not executed an equity commitment letter as of the date of the Arrangement Agreement (or to permit any existing sponsor or investor to assign or transfer all or any portion of its commitments to any other person), or otherwise, including other forms of financing arranged by the Purchaser or an affiliate thereof, so long as the terms and conditions thereof are not, in the aggregate, less beneficial to the Purchaser, than those in the Purchaser Financing Commitments as in effect on April 16, 2026 (including the "market flex" provisions contained in any related fee letter) and do not include any terms or conditions to the consummation of such alternative financing arrangements that would or would reasonably be expected to make the funding of such alternative financing less likely to occur than the conditions set forth in the Purchaser Financing Commitments. The Purchaser will, and will cause each of its affiliates to, use reasonable best efforts to:

- (a) maintain in effect the Purchaser Financing Commitments in accordance with the terms thereof (except for amendments, supplements, modifications, replacements or waivers not prohibited by the Arrangement Agreement);

- (b) satisfy (or obtain waiver of), on a timely basis all conditions within their control, covenants, terms, representations and warranties in the Purchaser Financing Commitments (and any definitive documentation related thereto) applicable to the Purchaser on or prior to the Effective Date, and otherwise comply with its obligations thereunder required to secure and obtain the Purchaser Financing;
- (c) enter into definitive agreements with respect to the Purchaser Financing as soon as reasonably practicable but in any event prior to the Effective Date on the terms and conditions (including the "market flex" provisions in respect of the Purchaser Debt Financing) contemplated in the Purchaser Financing Commitments;
- (d) enforce its rights under the Purchaser Financing Commitments in the event of a breach of obligations thereunder by any party thereto that would adversely impact the ability or likelihood of the Purchaser to comply with its obligations contemplated by the Arrangement Agreement; and
- (e) subject to the satisfaction or waiver of the conditions set forth herein (other than, in each case, those conditions that by their nature are to be satisfied or waived as of the Effective Date), consummate the Purchaser Financing at or prior to the Effective Time.

The Purchaser may not, without the prior written consent of the REIT, permit any amendment, modification or supplement to be made to, or any waiver or release of any provision or remedy to be made under, the Purchaser Financing Commitments or any definitive agreement referred to in Section 4.15(1) of the Arrangement Agreement, in each case in any manner that would: (a) reduce the aggregate amount of the Purchaser Financing to an amount below that which would be required for the Purchaser to effect payment in full of the Purchaser Cash Deposit in accordance with Section 2.11(1) of the Arrangement Agreement; (b) impose new or additional conditions precedent to the availability of the Purchaser Financing; or (c) reasonably be expected to materially impair, delay or prevent the Arrangement, the Purchaser Financing or the consummation by the Purchaser of the other transactions contemplated by the Arrangement Agreement or adversely impact the ability of the Purchaser or its affiliates to enforce their rights against the other parties to the Purchaser Financing Commitments or any definitive agreements or documentation with respect thereto. The Purchaser will keep the REIT informed with respect to all material activity or developments concerning the status of the Purchaser Financing and will promptly (and in any event within two Business Days) notify the REIT: (w) of any material breach or default (or any event or circumstance that, with or without notice, lapse of time or both, would reasonably be expected to give rise to any breach or default) by any party to any Purchaser Financing Commitment or definitive agreement or document related to the Purchaser Financing of which the Purchaser becomes aware; (x) of the receipt of any notice or other communication from any party to any Purchaser Financing Commitments with respect to any actual or potential material breach, default, termination or repudiation by any party to any Purchaser Financing Commitments or any definitive agreement or document related to the Purchaser Financing or a request for any material amendment or waiver that is or could reasonably be expected to be adverse to the timely completion of the Purchaser Financing; (y) if, for any reason, the Purchaser believes in good faith that it will not be able to obtain all or any portion of the Purchaser Financing on the terms contemplated by any Purchaser Financing Commitments; or (z) the expiration or termination of any of the Purchaser Financing Commitments or any definitive agreement or document related to the Purchaser Financing.

If any portion of the Purchaser Financing becomes unavailable on the terms and subject only to the conditions in the Purchaser Financing Commitments, unless such portion of the Purchaser Financing is not reasonably required for the Purchaser Cash Deposit required in accordance with Section 2.11(1) of the Arrangement Agreement, the Purchaser and KingSett will use reasonable best efforts to arrange for and obtain, as promptly as practicable following the occurrence of such event, alternative financing in an amount sufficient to satisfy the Purchaser Cash Deposit on such terms and conditions that are not materially less favourable from the perspective of the Purchaser and KingSett, in the aggregate, than the terms and conditions contained in the Purchaser Financing Commitments as in effect on the date of the Arrangement Agreement, and which do not include any terms or conditions to the consummation of such alternative financing that would reasonably be expected to make the funding of such alternative financing materially less likely to occur than the conditions set forth in the Purchaser Financing Commitments, as applicable (any such alternative financing, the "**Alternative Financing**"). The Purchaser will deliver correct and complete copies of any alternative, modified or replacement commitments in respect of the Alternative Financing to the REIT as promptly as practicable following the execution thereof (subject to redaction of any fees, pricing, "market flex" and other economic and commercially sensitive terms that are customarily redacted in transactions of this type (none of which would adversely affect the availability of the Alternative Financing)).

The Purchaser has acknowledged and agreed that, subject to the obligations in Section 4.16 of the Arrangement Agreement, none of the REIT or any of the REIT Subsidiaries or Representatives will have any responsibility for any financing that the

Purchaser may raise in connection with the transactions contemplated by the Arrangement Agreement. The Purchaser also has acknowledged and agreed that the Purchaser obtaining financing is not a condition to any of its obligations under the Arrangement Agreement, regardless of the reasons why financing is not obtained or whether such reasons are within or beyond the control of the Purchaser. For the avoidance of doubt, if any financing referred to in Section 4.15(1) or Section 4.15(2) of the Arrangement Agreement is not obtained, the Purchaser will continue to be obligated to consummate the transactions contemplated by the Arrangement Agreement, subject to and on the terms contemplated by the Arrangement Agreement. Each of the Purchaser and Choice will be liable only for its respective obligations under the Arrangement Agreement and only to the extent of its proportionate share, and neither the Purchaser nor Choice will have any joint or joint and several liability for the obligations or liabilities of the other Party.

Financing and Offering Assistance

The REIT has agreed, and has agreed to cause the REIT Subsidiaries to, use commercially reasonable efforts to provide such cooperation to the Purchaser, KingSett and their respective affiliates as they may reasonably request in connection with the arrangements by the Purchaser to obtain, syndicate, market or arrange the closing and funding of the Purchaser Financing as contemplated in the Purchaser Financing Commitments and any Alternative Financing, subject to the terms of the Arrangement Agreement, including, as so requested:

- (a) participating in a reasonable number of meetings, presentations, conference calls, drafting sessions, due diligence sessions and sessions with prospective lenders, investors and other financing sources that are customary for financings of a type similar to the Purchaser Financing and otherwise cooperating with the marketing efforts for the Purchaser Financing (including, in each case, having appropriate members of the senior management of the REIT directly participate at such sessions);
- (b) furnishing the Purchaser, KingSett and their proposed lenders, underwriters, investors and other financing sources with such financial information regarding the REIT, the REIT Subsidiaries or the JV Entities as may be reasonably requested by the Purchaser or KingSett;
- (c) furnishing to the Purchaser, KingSett and their proposed lenders, underwriters, investors and other financing sources as promptly as reasonably practicable upon request any documentation and information required by any Governmental Entity with respect to the Purchaser Financing under applicable "know your customer" and anti-money laundering rules and regulations;
- (d) executing and delivering any pledge and security documents, guarantees and other loan documents, indentures, subscription agreements or other definitive financing documents and customary closing deliverables as may be reasonably requested by the Purchaser, KingSett or their affiliates in connection with any Purchaser Financing and facilitating the pledging of collateral in connection with any Purchaser Financing; provided that any obligations contained in such documents will be effective no earlier than as of the Effective Time;
- (e) furnishing to the Purchaser and KingSett as promptly as reasonably practicable all available financial and other reasonably required or customary information regarding the REIT, the REIT Subsidiaries, or the JV Entities or any combination of such persons for any Purchaser Financing;
- (f) providing reasonable assistance to the Purchaser, KingSett and their lenders, underwriters, investors and other financing sources (upon their delivering signed non-disclosure undertakings in customary form, where applicable) in the preparation of, and providing the Purchaser and KingSett a written authorization for the release of information in: (i) necessary, customary or reasonably advisable offering materials (including prospectuses, offering memoranda, and road show materials) for any Purchaser Financing; and (ii) necessary, customary or advisable materials for rating agency presentations;
- (g) cooperating with the Purchaser and KingSett, upon its reasonable request in connection with applications to obtain such consents, approvals or authorizations which may be reasonably necessary or desirable in connection with any Purchaser Financing;
- (h) using commercially reasonable efforts to obtain customary accountants' comfort letters and legal opinions and other documentation and items relating to any Purchaser Financing as reasonably requested by the Purchaser and KingSett;

- (i) using commercially reasonable efforts to obtain and deliver in escrow, at least three Business Days prior to the Effective Date executed payoff and discharge letters in respect of any indebtedness to be repaid and related Liens to be discharged by the Effective Date as the Purchaser and KingSett may reasonably require for any Purchaser Debt Financing; and
- (j) using commercially reasonable efforts to assist the Purchaser and KingSett in obtaining such consents and waivers as the Purchaser and KingSett may reasonably require with respect to any Existing Mortgage that requires consent for any Purchaser Financing,

provided that: (i) any such request is made on reasonable notice; (ii) neither the REIT nor any of the REIT Subsidiaries will be required pursuant to Section 4.16(1) of the Arrangement Agreement (as summarized in this paragraph) to or commit to take any action or do anything to the extent that it: (A) would materially interfere with the ongoing operations of the REIT, the REIT Subsidiaries or the JV Entities, materially interfere with or hinder or delay the performance by the REIT or any of the REIT Subsidiaries of their obligations under the Arrangement Agreement or reasonably be expected to materially delay or impair or prevent the satisfaction of any condition set forth in Article 6 of the Arrangement Agreement, (B) would contravene any Law, the Constatng Documents of the REIT, any of the REIT Subsidiaries or any of the JV Entities or any Material Contracts, or (C) requires approval of the Unitholders or any other securityholders which are not contemplated in the Circular; (iii) the REIT and the REIT Subsidiaries will not be required to: (X) pay or agree to pay any commitment, consent or other fee or incur any other cost, expense or liability in connection with any Purchaser Financing prior to the Effective Time (except those fees and expenses that the REIT is or will be reimbursed for by the Purchaser), (Y) approve or authorize the execution or delivery of any binding commitment by the REIT or any of the REIT Subsidiaries, prior to the Effective Time, which is not conditional on the completion of the Arrangement or which, by its terms, is not effective until the Effective Time, or (Z) except as required to comply with Law, disclose any information that in the reasonable judgment of the REIT would result in the disclosure of trade secrets or similar information that would cause significant competitive harm to the REIT or any of the REIT Subsidiaries if the Arrangement is not consummated or result in the violation of any obligations of the REIT or any of the REIT Subsidiaries with respect to confidentiality under a Contract (provided, however, that prior to invoking Section 4.16(1)(C)(z) of the Arrangement Agreement, the REIT will use commercially reasonable efforts to make such information available through the use of clean rooms, redactions or entry into additional confidentiality agreements or similar arrangements as may be reasonably requested by the Purchaser); and (iv) no Representative of the REIT or any of the REIT Subsidiaries will be required to take any action which would result in such person incurring any personal liability (as opposed to liability in his or her capacity as an officer) with respect to any matters related to any Purchaser Financing.

The Purchaser will, promptly upon request by the REIT, reimburse the REIT for all reasonable and documented costs and expenses (including reasonable and documented out-of-pocket legal fees) incurred by the REIT, the REIT Subsidiaries, the JV Entities and their respective Representatives in connection with any of the actions contemplated by Section 4.16 of the Arrangement Agreement and shall indemnify and hold harmless the REIT, the REIT Subsidiaries, the JV Entities and their respective Representatives from and against any and all losses, damages, claims, costs or expenses suffered or incurred by any of them in connection with any of the actions contemplated by Section 4.16 of the Arrangement Agreement.

Guarantee

KingSett has unconditionally and irrevocably guaranteed in favour of the REIT and ArrangementCo the due and punctual performance by the Purchaser of its agreements, covenants, obligations, indemnities and undertakings under the Arrangement Agreement, including the due and punctual payment of the Purchaser Cash Deposit by the Purchaser and all other amounts payable by the Purchaser pursuant to the Arrangement Agreement and the Plan of Arrangement as and when required to be paid pursuant to the Arrangement Agreement or the Plan of Arrangement, as applicable, which guarantee will remain in full force and effect until all such agreements, covenants, obligations, indemnities and undertakings have been satisfied in full (the "**KingSett Guaranteed Obligations**"). None of the REIT, ArrangementCo, the REIT Subsidiaries, the JV Entities or any other Indemnified Person will have to proceed first against the Purchaser in respect of any KingSett Guaranteed Obligation before exercising its rights under Section 4.17 of the Arrangement Agreement against KingSett.

For greater certainty, (a) neither KingSett nor the Purchaser will guarantee the performance by Choice of its agreements, covenants, obligations, indemnities and undertakings under the Arrangement Agreement, including the due and punctual payment by Choice of the Choice Cash Deposit or the issuance of the Choice Consideration Units, (b) neither Choice nor any of its affiliates will guarantee the performance by the Purchaser or KingSett of their agreements, covenants, obligations,

indemnities and undertakings under the Arrangement Agreement, including the due and punctual payment by the Purchaser of the Purchaser Cash Deposit or any other amounts payable by the Purchaser pursuant to the Arrangement Agreement or the Plan of Arrangement, and (c) the obligations and liabilities of the Purchaser and KingSett, on one hand, and Choice, on the other hand, under the Arrangement Agreement are several and not joint or joint and several, and in no event will the Purchaser and KingSett be liable for obligations or liabilities of Choice, or Choice be liable for obligations or liabilities of the Purchaser or KingSett.

NON-SOLICITATION COVENANTS

Non-Solicitation

The REIT is subject to non-solicitation restrictions that, among other things, restrict its ability to:

- (a) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the REIT or any of the REIT Subsidiaries) any inquiry, proposal or offer that constitutes or would reasonably be expected to constitute or lead to an Acquisition Proposal;
- (b) enter into, continue or otherwise engage or participate in any discussions or negotiations with any person regarding any inquiry, proposal or offer that constitutes or would reasonably be expected to constitute or lead to an Acquisition Proposal, other than the Purchaser, the Purchaser Financing Sources, Choice, their respective affiliates, any person acting jointly or in concert with the aforementioned persons and any of their respective Representatives (collectively, the "**Purchaser Group**"), provided that the REIT and its Representatives may: (i) communicate with any person for the sole purpose of clarifying the terms and conditions of any inquiry, proposal or offer made by such person (provided that a summary of such communication is subsequently provided in accordance with Section 5.2 of the Arrangement Agreement); (ii) advise any person of the restrictions of the Arrangement Agreement; and (iii) advise any person making an Acquisition Proposal that the Board has determined that such Acquisition Proposal does not constitute a Superior Proposal, or is not reasonably expected to constitute or lead to, a Superior Proposal;
- (c) make a Change in Recommendation; or
- (d) accept, approve, endorse, recommend or enter into, or publicly propose to accept, approve, endorse, recommend or enter into any letter of intent, agreement in principle, agreement, arrangement or understanding with any person (other than the Purchaser Group) providing for or in respect of any Acquisition Proposal, other than an Acceptable Confidentiality Agreement.

The REIT has agreed, and has agreed to direct and cause the REIT Subsidiaries and its and their Representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiation or other activities with any person (other than the Purchaser Group) with respect to any inquiry, proposal or offer that constitutes, or could reasonably be expected to constitute or lead to, an Acquisition Proposal, and in connection therewith will:

- (a) within two Business Days of the date of the Arrangement Agreement, discontinue access to and disclosure of all information regarding the REIT or any of the REIT Subsidiaries, if any, to any person (other than the Purchaser Group) with respect to any inquiry, proposal or offer that constitutes or could reasonably be expected to constitute or lead to an Acquisition Proposal, including any data room and any other confidential information, properties, facilities, books or records of the REIT or any REIT Subsidiary; and
- (b) to the extent that such information has not previously been returned or destroyed, promptly, and in any event within two Business Days of the date of the Arrangement Agreement, request: (i) the return or destruction of all copies of any confidential information regarding the REIT or any REIT Subsidiary provided to any person (other than the Purchaser Group) since January 1, 2023 in respect of any inquiry, proposal or offer that constitutes, or could reasonably be expected to constitute or lead to, an Acquisition Proposal; and (ii) the destruction of all material including or incorporating or otherwise reflecting such confidential information regarding the REIT or any REIT Subsidiary, in each case, provided to any person (other than the Purchaser Group) since January 1, 2023 in respect of any inquiry, proposal or offer that constitutes, or could reasonably be expected to constitute or lead to, an Acquisition Proposal; and, in each case of clauses (i) and (ii), use its commercially reasonable efforts to

ensure that such requests are fully complied with in accordance with the terms of such rights or entitlements (subject to the terms of the applicable confidentiality or similar agreement, including the rights of retention that any such person may have thereunder as of the date of the Arrangement Agreement).

The REIT has agreed that (a) it and the REIT Subsidiaries will take all commercially reasonable action to enforce each confidentiality, standstill or similar agreement or covenant to which the REIT or any REIT Subsidiary is or becomes a party, and (b) it will not release, and will cause the REIT Subsidiaries not to release, any person from, or waive, amend, suspend or otherwise modify any provision of, or grant permission under or fail to enforce, any confidentiality, standstill or similar agreement or covenant to which the REIT or any REIT Subsidiary is a party that remains in effect as of the date of the Arrangement Agreement (it being acknowledged by the Purchaser, KingSett and Choice that the automatic termination or release of any standstill restrictions of any such agreements as a result of entering into and announcing the Arrangement Agreement in accordance with the terms of any such agreement will not be a violation of Section 5.1(3) of the Arrangement Agreement).

Notification of Acquisition Proposals

The REIT has agreed that if the REIT or any of the REIT Subsidiaries or any of their respective Representatives receives any written or oral inquiry, proposal or offer that constitutes, or could reasonably be expected to constitute or lead to, an Acquisition Proposal, or any request in connection with any written or oral inquiry, proposal or offer that constitutes, or could reasonably be expected to constitute or lead to, an Acquisition Proposal, for copies of, access to, or disclosure of, confidential information relating to the REIT or any REIT Subsidiary, including information, access, or disclosure relating to the properties, facilities, books or records of the REIT or any REIT Subsidiary, the REIT will promptly notify the Purchaser and Choice, at first orally, and then promptly (and in any event within 24 hours) in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of the material terms and conditions of the Acquisition Proposal, inquiry, proposal, offer or request and the identity of all persons making the Acquisition Proposal, inquiry, proposal, offer or request and will provide the Purchaser and Choice with copies of all written agreements, documents, correspondence (other than immaterial correspondence) or other materials received in respect of, from or on behalf of any such persons. The REIT will keep the Purchaser and Choice fully informed, on a prompt basis, on the status of all material developments, discussions and negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any material changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request.

Responding to Acquisition Proposals

If at any time prior to the Unitholder Approval having been obtained in accordance with the Interim Order, the REIT receives an unsolicited, *bona fide* written Acquisition Proposal, the REIT and its Representatives may (a) enter into and engage in discussions or negotiations with the relevant person and its Representatives regarding such Acquisition Proposal, and (b) provide copies of, access to or disclosure of confidential information, properties, facilities, books or records of the REIT and the REIT Subsidiaries to such person and its Representatives; provided that:

- (a) the Board first determines, in good faith, after consultation with its outside legal counsel and financial advisors, that such Acquisition Proposal constitutes, or could reasonably be expected to constitute or lead to, a Superior Proposal;
- (b) prior to providing any such copies, access or disclosure to such person and its Representatives, the REIT enters into an Acceptable Confidentiality Agreement with such person or an affiliate of such person, and provides the Purchaser and Choice with a true and complete copy of such Acceptable Confidentiality Agreement;
- (c) the REIT promptly provides the Purchaser and Choice with copies of any non-public information provided to such person and its Representatives which was not previously made available to the Purchaser or Choice; and
- (d) the REIT has been and continues to be in material compliance with its obligations under Article 5 of the Arrangement Agreement, and the person making such Acquisition Proposal was not restricted from doing so pursuant to a confidentiality, standstill, non-disclosure, non-solicitation or similar agreement or restriction.

Right to Match

If the REIT receives an Acquisition Proposal that constitutes a Superior Proposal prior to the Unitholder Approval having been obtained in accordance with the Interim Order, the Board may (x) make a Change in Recommendation or (y) authorize the REIT to accept, approve or enter into a definitive agreement with respect to such Superior Proposal, if and only if:

- (a) the REIT has been, and continues to be, in material compliance with its obligations under Article 5 of the Arrangement Agreement;
- (b) the REIT or its Representatives have delivered to the Purchaser and Choice a written notice of the determination of the Board that, after consultation with its outside legal counsel and financial advisors, such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Board to make a Change in Recommendation or accept, approve or enter into a definitive agreement with respect to such Superior Proposal, together with a written notice from the Board regarding the value and financial terms that the Board, in consultation with its outside financial advisors, has determined should be ascribed to any non-cash consideration offered under such Superior Proposal (the "**Superior Proposal Notice**");
- (c) the REIT or its Representatives have provided the Purchaser and Choice with a copy of the proposed definitive agreement for the Superior Proposal and all ancillary documentation (and supporting materials) containing material terms and conditions of the Superior Proposal (including any financing documents subject to customary confidentiality provisions);
- (d) at least five Business Days have elapsed from the later of the date on which the REIT delivered the Superior Proposal Notice and the date on which the Purchaser and Choice received the materials set out in Section 5.4(1)(c) of the Arrangement Agreement (the "**Matching Period**");
- (e) during the Matching Period, the Purchaser and Choice have had the opportunity (but not the obligation), in accordance with Section 5.4(2) of the Arrangement Agreement, to collectively offer to amend the Arrangement Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;
- (f) after the Matching Period, the Board has determined in good faith (i) after consultation with its outside legal counsel and financial advisors, that such Acquisition Proposal continues to constitute a Superior Proposal (if applicable, compared to the terms of the Arrangement, as proposed to be amended by the Purchaser and Choice under Section 5.4(2) of the Arrangement Agreement), and (ii) after consultation with its outside legal counsel and financial advisors, that the failure by the Board to make a Change in Recommendation or enter into a definitive agreement with respect to such Superior Proposal would be inconsistent with its fiduciary duties under Law and the REIT Declaration of Trust, as applicable; and
- (g) concurrently with making a Change in Recommendation or entering into such definitive agreement, the REIT terminates the Arrangement Agreement pursuant to Section 7.2(1)(c)(iii) of the Arrangement Agreement (*Superior Proposal*) and pays the Termination Fee pursuant to Section 8.2 of the Arrangement Agreement.

During the Matching Period, or such longer period as the REIT may approve in writing for such purpose: (a) the Purchaser and Choice will have the right, but not the obligation, to collectively offer to amend the terms of the Arrangement Agreement and the Arrangement; (b) the Board will review any such offer made by both the Purchaser and Choice to amend the terms of the Arrangement Agreement and the Arrangement in good faith, after consultation with its outside legal counsel and financial advisors, in order to determine whether the proposal of both the Purchaser and Choice to amend the terms of the Arrangement Agreement and the Arrangement would, upon acceptance by the REIT, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to constitute a Superior Proposal; and (c) the REIT will negotiate in good faith with the Purchaser and Choice to make such amendments to the terms of the Arrangement Agreement and the Arrangement as would enable the Purchaser and Choice to proceed with the transactions contemplated by the Arrangement Agreement on such amended terms. If as a consequence of the foregoing, the Board determines that such Acquisition Proposal would cease to constitute a Superior Proposal, the REIT will promptly so advise the Purchaser and Choice, and the Parties will amend the Arrangement Agreement to reflect such offer made by the Purchaser and Choice, and will take and cause to be taken all such actions as are necessary to give effect to the foregoing.

Each successive amendment or modification to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the Unitholders or other material terms or conditions

thereof will constitute a new Acquisition Proposal for purposes of Section 5.4 of the Arrangement Agreement, and the Purchaser and Choice will be afforded a new Matching Period of five Business Days in connection therewith.

If the REIT provides a Superior Proposal Notice to the Purchaser and Choice on a date that is less than ten Business Days before the Meeting, the REIT may or, alternatively, if requested to do so by the Purchaser and Choice, the REIT will postpone the Meeting to a date that is not more than 20 days after the scheduled date of the Meeting (and, in any event, prior to the Outside Date).

The Board will promptly reaffirm the Board Recommendation by press release after (a) it determines that any Acquisition Proposal is not a Superior Proposal if the Acquisition Proposal has been publicly announced or publicly disclosed or (b) the Board determines that a proposed amendment to the terms of the Arrangement Agreement would result in an Acquisition Proposal which has been publicly announced or publicly disclosed and which previously constituted a Superior Proposal has ceased to constitute a Superior Proposal. The REIT will provide the Purchaser, Choice and their respective outside legal counsel and financial advisors with a reasonable opportunity to review the form and content of any such press release and will give reasonable consideration to all such comments to such press release as requested by the Purchaser, Choice and their respective outside legal counsel and financial advisors.

Nothing contained in the Arrangement Agreement prohibits the Board from:

- (a) responding through a trustees' circular or otherwise as required by applicable Securities Law to an Acquisition Proposal that it determines is not a Superior Proposal; or
- (b) calling or holding a meeting of Unitholders requisitioned by Unitholders in accordance with the REIT Declaration of Trust, provided that such meeting does not occur prior to the Meeting, unless ordered or otherwise mandated by a court of competent jurisdiction in accordance with Law, provided that, in each case of clauses (a) and (b), the REIT will provide the Purchaser, Choice and their respective outside legal counsel with reasonable opportunity to review the form and content of such disclosure and will give reasonable consideration to any comments made by the Purchaser, Choice and their respective outside legal counsel; provided further that the Board will not be permitted to make a Change in Recommendation except as permitted by, and in strict compliance with, Section 5.4(1) of the Arrangement Agreement.

Without limiting the generality of Article 5 of the Arrangement Agreement, the REIT will advise the REIT Subsidiaries and their respective Representatives of the prohibitions set out in Article 5 of the Arrangement Agreement and any violation of the restrictions set forth in Article 5 of the Arrangement Agreement by the REIT, the REIT Subsidiaries or their respective Representatives will be deemed to be a breach of Article 5 of the Arrangement Agreement by the REIT.

CONDITIONS TO CLOSING OF THE ARRANGEMENT

Mutual Conditions Precedent

The Arrangement Parties are not required to complete the Arrangement unless each of the following conditions have been satisfied or waived, which conditions may only be waived, in whole or in part, by the mutual consent of each of the Arrangement Parties:

- (a) **Arrangement Resolution.** The Arrangement Resolution has been approved by Unitholders at the Meeting in accordance with the Interim Order.
- (b) **Interim and Final Order.** The Interim Order and the Final Order have been obtained on terms consistent with the Arrangement Agreement and have not been set aside or modified in a manner unacceptable to either the REIT, the Purchaser or Choice, each acting reasonably.
- (c) **Required Regulatory Approvals.** The Required Regulatory Approvals have been satisfied or received and not withdrawn.
- (d) **Illegality.** No Law is in effect that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins any of the Arrangement Parties from consummating the Arrangement.

- (e) **TSX Conditional Approval.** The Choice Consideration Units issuable pursuant to the Arrangement have been approved for listing by the TSX, subject to customary conditions.

Additional Conditions Precedent to the Obligations of the Purchaser and Choice

Neither the Purchaser nor Choice will be required to complete the Arrangement unless each of the following conditions have been satisfied or waived, which conditions are for the exclusive benefit of the Purchaser and Choice and may only be waived, in whole or in part, by each of the Purchaser and Choice in their respective sole discretion (except for the condition in Section 6.2(5) of the Arrangement Agreement, which condition is for the exclusive benefit of the Purchaser and may only be waived, in whole or in part, by the Purchaser in its sole discretion):

- (a) **Representations and Warranties.** (i) The representations and warranties of the REIT set forth in the Arrangement Agreement (except for the representations and warranties in the first sentence of Section 1 of Schedule "C" (*Status*), Section 2 of Schedule "C" (*Authorization*), Section 3(a) of Schedule "C" (*Non-Contravention*), Section 4 of Schedule "C" (*Enforceability of Obligations*), and Sections 6(a) and 6(d) of Schedule "C" (*Capitalization*)) of the Arrangement Agreement are true and correct in all respects (disregarding any materiality, "material" or "Material Adverse Effect" qualification contained in any such representation or warranty) as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which will be determined as of such specified date), except where any failure or failures of such representations and warranties to be so true and correct has not had, individually or in the aggregate, a Material Adverse Effect; (ii) the representations and warranties of the REIT set forth in the first sentence of Section 1 of Schedule "C" (*Status*), Section 2 of Schedule "C" (*Authorization*), Section 3(a) of Schedule "C" (*Non-Contravention*), Section 4 of Schedule "C" (*Enforceability of Obligations*), and Sections 6(a) and 6(d) of Schedule "C" (*Capitalization*) of the Arrangement Agreement are true and correct in all respects (other than de minimis inaccuracies); and (iii) the REIT will have delivered to the Purchaser and Choice a certificate, executed by any senior officer of the REIT (without personal liability) addressed to the Purchaser and Choice and dated the Effective Date, confirming to the Purchaser and Choice the matters set out in Sections 6.2(1)(a) and 6.2(1)(b) of the Arrangement Agreement.
- (b) **Performance of Covenants.** The REIT will have fulfilled or complied with, in all material respects, each of the covenants of the REIT contained in the Arrangement Agreement to be fulfilled or complied with by it on or prior to the Effective Date, and the REIT will have delivered a certificate confirming same to the Purchaser and Choice, executed by any senior officer of the REIT (without personal liability) addressed to the Purchaser and Choice and dated the Effective Date.
- (c) **No Material Adverse Effect.** Since the date of the Arrangement Agreement, no Material Adverse Effect has occurred and the REIT will have delivered a certificate confirming same to the Purchaser and Choice, executed by any senior officer of the REIT (without personal liability) addressed to the Purchaser and Choice and dated the Effective Date.
- (d) **Required Third Party Consents.** The Required Third Party Consents have been obtained and such Required Third Party Consents are in full force and effect and have not been modified or invalidated in any manner.
- (e) **Dissent Rights.** Dissent Rights have not been validly exercised in respect of greater than 5% of the outstanding REIT Units (excluding any such Dissent Rights which have been validly withdrawn prior to the Effective Date).

Additional Conditions Precedent to the Obligations of the REIT

The REIT will not be required to complete the Arrangement unless each of the following conditions have been satisfied or waived, which conditions are for the exclusive benefit of the REIT and may only be waived, in whole or in part, by the REIT in its sole discretion:

- (a) **Representations and Warranties.** (i) The representations and warranties of the Purchaser set forth in the Arrangement Agreement are true and correct in all respects (disregarding any materiality or "material" qualification contained in any such representation or warranty) as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which will be determined as of such specified date), except where any failure or failures of such representations and warranties to be so true and correct in all respects would not reasonably be expected to, individually or in the aggregate, materially delay, impede or prevent the consummation of the Arrangement; (ii) the Purchaser will have delivered to the REIT a certificate, executed by

any senior officer of the Purchaser (without personal liability) addressed to the REIT and dated the Effective Date, confirming to the REIT the matters set out in Section 6.3(1)(a) of the Arrangement Agreement; (iii) the representations and warranties of KingSett set forth in the Arrangement Agreement are true and correct in all respects (disregarding any materiality or "material" qualification contained in any such representation or warranty) as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which will be determined as of such specified date), except where any failure or failures of such representations and warranties to be so true and correct in all respects would not reasonably be expected to, individually or in the aggregate, materially delay, impede or prevent the consummation of the Arrangement; (iv) KingSett will have delivered to the REIT a certificate, executed by any senior officer of KingSett (without personal liability) addressed to the REIT and dated the Effective Date, confirming to the REIT the matters set out in Section 6.3(1)(c) of the Arrangement Agreement; (v) the representations and warranties of Choice set forth in the Arrangement Agreement (except for the representations and warranties in Section 1 of Schedule "E" (*Status*), Section 2 of Schedule "E" (*Authorization*), Section 3(a) of Schedule "E" (*Non-Contravention*), Section 4 of Schedule "E" (*Enforceability of Obligations*), Section 6 of Schedule "E" (*Capitalization*) and Section 21 of Schedule "E" (*Available Funds*) of the Arrangement Agreement) are true and correct in all respects (disregarding any materiality, "material" or "Choice Material Adverse Effect" qualification contained in any such representation or warranty) as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which will be determined as of such specified date), except where any failure or failures of such representations and warranties to be so true and correct has not had, individually or in the aggregate, a Choice Material Adverse Effect; (vi) the representations and warranties of Choice set forth in Section 1 of Schedule "E" (*Status*), Section 2 of Schedule "E" (*Authorization*), Section 3(a) of Schedule "E" (*Non-Contravention*), Section 4 of Schedule "E" (*Enforceability of Obligations*), Section 6 of Schedule "E" (*Capitalization*) and Section 21 of Schedule "E" (*Available Funds*) of the Arrangement Agreement are true and correct in all respects (other than de minimis inaccuracies); and (vii) Choice will have delivered to the REIT a certificate, executed by any senior officer of Choice (without personal liability) addressed to the REIT and dated the Effective Date, confirming to the REIT the matters set out in Section 6.3(1)(e) and Section 6.3(1)(f) of the Arrangement Agreement.

- (b) **Performance of Covenants.** The Purchaser, KingSett and Choice will have fulfilled or complied with, in all material respects, each of the covenants of the Purchaser, KingSett and Choice to be fulfilled or complied with by them on or prior to the Effective Date, and each of the Purchaser, KingSett and Choice will have delivered a certificate confirming same to the REIT, executed by any senior officer of each of the Purchaser, KingSett and Choice (in each case without personal liability) addressed to the REIT and dated the Effective Date.
- (c) **No Choice Material Adverse Effect.** Since the date of the Arrangement Agreement, no Choice Material Adverse Effect has occurred and Choice will have delivered a certificate confirming same to the REIT, executed by any senior officer of Choice (without personal liability) addressed to the REIT and dated the Effective Date.

Deposit of Arrangement Consideration

Subject to obtaining the Final Order and the satisfaction or waiver of the other conditions precedent contained herein in its favour (other than conditions which, by their terms, are only capable of being satisfied as of the Effective Date), (a) the Purchaser will have deposited with the Depositary sufficient funds to satisfy the Purchaser Cash Deposit, to be held by the Depositary in escrow in accordance with the Depositary Agreement and the Plan of Arrangement, and (b) Choice will have deposited with the Depositary sufficient funds to satisfy the Choice Cash Deposit, an irrevocable treasury direction for the issuance of the Choice Consideration Units and other irrevocable directions in respect of such Choice Consideration Units as may be required to implement such steps of the Plan of Arrangement for the issuance and transfer of the Choice Consideration Units in accordance with the Plan of Arrangement, each to be held by the Depositary in escrow in accordance with the Depositary Agreement and the Plan of Arrangement.

TERMINATION RIGHTS AND TERMINATION FEE

Termination

The Arrangement Agreement may be terminated at any time prior to the Effective Time by:

- (a) the mutual written agreement of the Parties; or

- (b) either the REIT, the Purchaser or Choice if: (i) the Arrangement Resolution is not approved by the Unitholders at the Meeting in accordance with the Interim Order; (ii) after the date of the Arrangement Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins the REIT, the Purchaser or Choice from consummating the Arrangement, and such Law has, if applicable, become final and non-appealable, provided that if the Purchaser or Choice is seeking to terminate the Arrangement Agreement pursuant to Section 7.2(1)(b)(ii) (*Illegality*) of the Arrangement Agreement, then each of them has used its reasonable best efforts to, as applicable, prevent, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement and provided further that the enactment, making, enforcement or amendment of such Law was not primarily caused by, or was not primarily the result of, the breach by any of the Purchaser, KingSett or Choice of any of their respective representations and warranties set forth in the Arrangement Agreement or the failure by any of the Purchaser, KingSett or Choice to perform or comply with any of their respective covenants or agreements under the Arrangement Agreement, and provided further that if the REIT is seeking to terminate the Arrangement Agreement pursuant to Section 7.2(1)(b)(ii) (*Illegality*) of the Arrangement Agreement, then it has used its reasonable best efforts to, as applicable, prevent, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement and provided further that the enactment, making, enforcement or amendment of such Law was not primarily caused by, or was not primarily the result of, the breach by the REIT of any of its representations and warranties set forth in the Arrangement Agreement or the failure by the REIT to perform or comply with any of its covenants or agreements under the Arrangement Agreement; or (iii) the Effective Time does not occur on or prior to the Outside Date; provided, however, that the right to terminate the Arrangement Agreement pursuant to Section 7.2(1)(b)(iii) (*Occurrence of Outside Date*) of the Arrangement Agreement will not be available to (A) the REIT if the failure of the Effective Time to so occur has been primarily caused by, or is primarily the result of, the breach by the REIT of any of its representations or warranties or the failure of the REIT to perform or comply with any of its covenants or agreements under the Arrangement Agreement, and (B) the Purchaser or Choice if the failure of the Effective Time to so occur has been primarily caused by, or is primarily the result of, a breach by any of the Purchaser, KingSett or Choice of any of their respective representations or warranties set forth in the Arrangement Agreement or the failure by any of the Purchaser, KingSett or Choice to perform or comply with any of their respective covenants or agreements under the Arrangement Agreement;
- (c) the REIT if: (i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Purchaser, KingSett or Choice under the Arrangement Agreement occurs that would cause any condition in Section 6.3(1) (*the Purchaser, KingSett and Choice Representations and Warranties Condition*) or Section 6.3(2) (*the Purchaser, KingSett and Choice Covenants Condition*) of the Arrangement Agreement not to be satisfied, and such breach or failure is incapable of being cured or is not cured in accordance with the terms of Section 4.8 of the Arrangement Agreement (provided that any wilful breach will be deemed incapable of being cured); provided that the REIT is not then in breach of the Arrangement Agreement so as to cause any condition in Section 6.2(1) (*the REIT Representations and Warranties Condition*) or Section 6.2(2) (*the REIT Covenants Condition*) of the Arrangement Agreement not to be satisfied; (ii) (A) All conditions in Section 6.1 (*Mutual Conditions Precedent*) and Section 6.2 (*Purchaser, KingSett and Choice Conditions Precedent*) of the Arrangement Agreement (excluding conditions that, by their terms, are to be satisfied on the Effective Date) have been satisfied or waived, (B) the REIT has given an irrevocable notice to the Purchaser and Choice in writing that it is ready, willing and able to complete the Arrangement, and (C) within ten Business Days after the delivery of such notice (x) the Purchaser does not deposit or cause to be deposited with the Depositary sufficient funds to satisfy the Purchaser Cash Deposit, to be held by the Depositary in escrow in accordance with the Depositary Agreement and the Plan of Arrangement, or (y) Choice does not deposit or cause to be deposited with the Depositary sufficient funds to satisfy the Choice Cash Deposit, an irrevocable treasury direction for the issuance of the Choice Consideration Units and other irrevocable directions in respect of such Choice Consideration Units as may be required to implement such steps of the Plan of Arrangement for the issuance and transfer of the Choice Consideration Units in accordance with the Plan of Arrangement, each to be held by the Depositary in escrow in accordance with the Depositary Agreement and the Plan of Arrangement; (iii) prior to the Unitholder Approval having been obtained in accordance with the Interim Order, the Board makes a Change in Recommendation or the Board authorizes the REIT to enter into a definitive agreement (other than an Acceptable Confidentiality Agreement permitted by and in accordance with Section 5.3 of the Arrangement Agreement) with respect to a Superior Proposal in accordance with Section 5.4 of the Arrangement Agreement, and provided that no termination under Section 7.2(1)(c)(iii) of the Arrangement Agreement will be effective unless and until the REIT will have paid the Termination Fee in accordance with Section 8.2 of the Arrangement Agreement; or

- (d) either the Purchaser or Choice if: (i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the REIT under the Arrangement Agreement occurs that would cause any condition in Section 6.2(1) (*the REIT Representations and Warranties Condition*) or Section 6.2(2) (*the REIT Covenants Condition*) of the Arrangement Agreement not to be satisfied, and such breach or failure is incapable of being cured or is not cured in accordance with the terms of Section 4.8 of the Arrangement Agreement (provided that any wilful breach will be deemed incapable of being cured); provided that neither the Purchaser, KingSett nor Choice are then in breach of the Arrangement Agreement so as to cause any condition in Section 6.3(1) (*the Purchaser, KingSett and Choice Representations and Warranties Condition*) or Section 6.3(2) (*the Purchaser, KingSett and Choice Covenants Condition*) of the Arrangement Agreement not to be satisfied; (ii) the Special Committee or the Board: (A) fails to make the Board Recommendation or withdraws, amends, modifies or qualifies, or publicly proposes or states an intention to withdraw, amend, modify or qualify, the Board Recommendation in a manner adverse to the Purchaser or Choice; (B) accepts, approves, endorses or recommends, or publicly proposes to accept, approve, endorse or recommend, an Acquisition Proposal or publicly takes no position or publicly remains neutral with respect to a publicly announced, or otherwise publicly disclosed, Acquisition Proposal for more than five Business Days (or in the event that the Meeting is scheduled to occur within such five Business Day period, beyond the third Business Day prior to the date of the Meeting); (C) fails to publicly reaffirm the Board Recommendation within five Business Days after having been requested in writing by the Purchaser or Choice to do so (together with any of the matters set forth in (A) and (B), a **"Change in Recommendation"**); or (D) accepts or enters into or publicly proposes to accept or enter into any written agreement, commitment or arrangement (other than an Acceptable Confidentiality Agreement permitted by and in accordance with Section 5.3 of the Arrangement Agreement) in respect of an Acquisition Proposal; or (iii) the REIT has breached Article 5 of the Arrangement Agreement in any material respect.

The Party desiring to terminate the Arrangement Agreement pursuant to Section 7.2 of the Arrangement Agreement (other than pursuant to Section 7.2(1)(a) of the Arrangement Agreement) must give notice of such termination to the other Parties, specifying in reasonable detail the basis for such Party's exercise of its termination right.

If the Arrangement Agreement is terminated pursuant to Section 7.1 or Section 7.2 of the Arrangement Agreement, the Arrangement Agreement will become void and of no further force or effect without liability of any Party (or any securityholder or Representative of such Party) to any other Party to the Arrangement Agreement, except that: (a) in the event of termination under Section 7.1 of the Arrangement Agreement as a result of the Effective Time occurring, Section 2.4(6), Section 2.4(7), Section 2.13(2), Section 2.13(3), Section 2.14, Section 4.6(6)(b), Section 4.9, Section 4.10, Section 4.14(6), Section 4.16(2), Section 7.3, Section 8.8 and Section 8.9 of the Arrangement Agreement will survive for a period of six years following such termination; and (b) in the event of termination under Section 7.2, Section 2.4(6), Section 2.4(7), Section 4.6(2), Section 4.6(5), Section 4.6(6)(c), Section 4.14(6), Section 4.16(2), Section 4.17, Section 7.3, Section 8.2 through to and including Section 8.14, Section 8.17 of the Arrangement Agreement and the provisions of the Confidentiality Agreements (pursuant to the terms set out therein including the standstill provisions contained therein, which for the avoidance of doubt KingSett and Choice agree continue to apply) will survive and provided further that no Party will be relieved of any liability for any intentional or wilful breach by it of the Arrangement Agreement.

Termination Fee

The Arrangement Agreement provides for the Termination Fee to be paid by the REIT to the Purchaser (on behalf of the Purchaser and Choice) in the following circumstances:

- (a) the termination of the Arrangement Agreement by either the Purchaser or Choice, pursuant to Section 7.2(1)(d)(ii) (*Change in Recommendation*) or Section 7.2(1)(d)(iii) (*Breach of Non-Solicitation*) of the Arrangement Agreement;
- (b) the termination of the Arrangement Agreement by the REIT, pursuant to Section 7.2(1)(c)(iii) (*Superior Proposal*) of the Arrangement Agreement; or
- (c) the termination of the Arrangement Agreement by either the REIT, the Purchaser or Choice pursuant to Section 7.2(1)(b)(i) (*Arrangement Resolution Not Approved*) or Section 7.2(1)(b)(iii) (*Occurrence of Outside Date*) of the Arrangement Agreement or by either the Purchaser or Choice pursuant to Section 7.2(1)(d)(i) (*Breach of Representation or Warranty or Failure to Perform Covenant by the REIT*) of the Arrangement Agreement, but in each case only if: (i) (A) following the date of the Arrangement Agreement and prior to such termination in the

case of a termination by either the REIT, the Purchaser or Choice pursuant to Section 7.2(1)(b)(iii) (*Occurrence of Outside Date*) of the Arrangement Agreement or by the Purchaser or Choice pursuant to Section 7.2(1)(d)(i) (*Breach of Representation or Warranty or Failure to Perform Covenant by the REIT*) of the Arrangement Agreement, a *bona fide* Acquisition Proposal is made in writing or publicly announced by any person other than the Purchaser, Choice, any of their respective affiliates, or any person acting jointly or in concert with any of the foregoing; or (B) following the date of the Arrangement Agreement and prior to the time of the Meeting in the case of a termination by either the REIT, the Purchaser or Choice pursuant to Section 7.2(1)(b)(i) (*Arrangement Resolution Not Approved*) of the Arrangement Agreement, a *bona fide* Acquisition Proposal is made in writing or publicly announced by any person other than the Purchaser, Choice, any of their respective affiliates or any person acting jointly or in concert with any of the foregoing and such Acquisition Proposal has not been withdrawn at least five Business Days prior to the Meeting; and (ii) within 12 months following the date of such termination, an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (A) above) is consummated, or the REIT, in one or more transactions, enters into a definitive written Contract (other than a confidentiality agreement) in respect of an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (A) above) and such Acquisition Proposal is later consummated or effected (whether or not such Acquisition Proposal is later consummated or effected within 12 months after such termination).

For purposes of the foregoing, the term "Acquisition Proposal" has the meaning assigned to such term in Section 1.1 of the Arrangement Agreement, except that references to "20% or more" will be deemed to be references to "50% or more".

Injunctive Relief, Specific Performance and Remedies

Each of the REIT, ArrangementCo, the Purchaser, KingSett, and Choice have agreed that irreparable harm may occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of the Arrangement Agreement are not performed in accordance with their specific terms or are otherwise breached. It is accordingly agreed that the Parties will be entitled to equitable remedies, including specific performance, injunctive relief and other equitable relief (including by seeking specific performance from the Purchaser to cause it to enforce its rights under the Purchaser Financing Commitments, if necessary, and to fully enforce such parties' obligations under the Purchaser Financing Commitments and the Purchaser's rights thereunder) to prevent breaches or threatened breaches of the Arrangement Agreement and to specifically enforce compliance with, or performance of, the terms of the Arrangement Agreement, any requirement for the securing or posting of any bond or undertaking as to damages in connection with the obtaining of any such injunctive or other equitable relief (including specific performance) hereby being waived to the extent permitted by Law. Such remedies will not be exclusive remedies for any breach of the Arrangement Agreement but will be in addition to any other remedy to which the Parties may be entitled at law or in equity.

Subject to Section 8.3(1) and the provisions in Section 8.3(3) of the Arrangement Agreement, each of the REIT, ArrangementCo, the Purchaser, KingSett, and Choice have agreed that (a) by seeking the remedies it is entitled to in Section 8.3(1) of the Arrangement Agreement above, a Party will not in any respect waive its right to seek any other form of relief that may be available to a Party under the Arrangement Agreement (including monetary damages), and (b) nothing set forth in Section 8.3(1) of the Arrangement Agreement will require any Party hereto to institute any proceeding for (or limit any Party's right to institute any proceeding for) specific performance under Section 8.3(1) of the Arrangement Agreement prior or as a condition to exercising any termination right under the Arrangement Agreement (or receipt of any amounts due in connection with such termination), nor will the commencement of any legal action or legal proceeding pursuant to Section 8.3(1) of the Arrangement Agreement or anything set forth in Section 8.3(1) of the Arrangement Agreement restrict or limit any Party's right to terminate the Arrangement Agreement in accordance with the terms of the Arrangement Agreement, or pursue any other remedies under the Arrangement Agreement that may be available then or thereafter.

Each of the REIT, ArrangementCo, the Purchaser, KingSett, and Choice acknowledges that the agreements contained in Section 8.2 of the Arrangement Agreement are an integral part of the transactions contemplated by the Arrangement Agreement, and that without these agreements the other Party would not enter into the Arrangement Agreement, and that the Termination Fee represents consideration for the disposition of the affected Party's rights under the Arrangement Agreement and represents liquidated damages which are a genuine pre-estimate of the damages which the Purchaser and Choice will suffer or incur as a result of the event giving rise to such payment and the resultant termination of the Arrangement Agreement and are not penalties. The REIT irrevocably waives any right it may have to raise as a defence that any such payment is excessive or punitive.

In the event of termination of the Arrangement Agreement by the Purchaser, Choice or the REIT that triggers a Termination Fee Event, the payment of the Termination Fee will be the sole and exclusive remedy (including damages, specific performance and injunctive relief) of the Purchaser, KingSett, Choice, their respective affiliates, and any person acting jointly or in concert with any of the foregoing against the REIT, the REIT Subsidiaries, the JV Entities, their respective affiliates and any of their respective former, current or future trustees, directors, officers, employees, affiliates, general or limited partners, securityholders, managers, members or agents or their successors or assigns, for all breaches of any representation, warranty, covenant or agreement contained in the Arrangement Agreement by the REIT and the failure of the transactions contemplated herein to be consummated including any and all losses or damages suffered as a result thereof. In the event the amount set out in Section 8.2 of the Arrangement Agreement is paid to the Purchaser (on behalf of the Purchaser and Choice), no other amounts will be due and payable as damages or otherwise by the REIT, and the Purchaser, KingSett and Choice have accepted that such payment is the maximum aggregate amount that the REIT will be required to pay in lieu of any damages or any other payments or remedy which the Purchaser, KingSett or Choice may be entitled to in connection with the Arrangement Agreement or the transactions contemplated by the Arrangement Agreement, and none of the Purchaser, KingSett or Choice may bring or maintain any proceedings or seek to obtain any recovery, judgment or damages of any kind against any such persons. For the avoidance of doubt, while the Purchaser and Choice may pursue both a grant of specific performance and the payment of the Termination Fee, under no circumstances will the Purchaser or Choice be permitted or entitled to receive both a grant of specific performance and any money damages, including all or any portion of the Termination Fee.

Notwithstanding the foregoing, nothing contained in Section 8.3 of the Arrangement Agreement, and no payment of any such amount, will relieve or have the effect of relieving any Party in any way from liability for damages incurred or suffered by any other Party as a result of intentional or wilful breach of the Arrangement Agreement, including the intentional, wilful or fraudulent making of a representation or intentional or wilful non-compliance with a covenant of the Arrangement Agreement.

Expenses

Except as otherwise provided for in the Arrangement Agreement or as otherwise agreed to between the Purchaser and Choice, all out-of-pocket third party transaction expenses incurred by a Party in connection with the Arrangement Agreement and the Arrangement, including all costs, expenses and fees of the REIT incurred prior to or after the Effective Time in connection with, or incidental to, the Arrangement, will be paid by the Party incurring such expenses, whether or not the Arrangement is consummated.

Amendment and Waiver

The Arrangement Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, without further notice to or authorization on the part of the Unitholders, and any such amendment may, subject to the Interim Order and the Final Order and Law, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) modify any representation or warranty contained in the Arrangement Agreement or in any document delivered pursuant to the Arrangement Agreement;
- (c) modify any of the covenants contained in the Arrangement Agreement or modify performance of any of the obligations of the Parties; or
- (d) modify any mutual conditions contained in the Arrangement Agreement.

The REIT agrees to, from time to time upon the reasonable request of the Purchaser and Choice prior to the printing of the Circular, amend the Plan of Arrangement to include such other terms and conditions as may be reasonably requested by the Purchaser and Choice, provided that the Plan of Arrangement shall not be amended in any manner which has the effect of reducing the aggregate Arrangement Consideration payable under the Arrangement, reducing the Arrangement Consideration per Unit or changing the form of Arrangement Consideration per Unit to be received by Unitholders, or which is otherwise prejudicial to the REIT, the Unitholders or any other parties to be bound by the Plan of Arrangement.

Each of the REIT, the Purchaser and KingSett (acting together), or Choice may:

- (a) waive, in whole or in part, any inaccuracy of any representation or warranty made to it under the Arrangement Agreement or in any document to be delivered pursuant thereto;
- (b) extend the time for the performance of any of the obligations or acts of the other Parties, only to the extent the discharge of such obligation or the performance of such act is intended for its benefit;
- (c) waive any of the covenants herein contained for its benefit or waive performance of any of the obligations of the other Parties, only to the extent the discharge of such obligation is intended for its benefit; or
- (d) waive the fulfillment of any condition to its own obligations contained in the Arrangement Agreement, only to the extent the fulfillment of such condition is intended for its benefit;

provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived. A Party's failure or delay in exercising any right under the Arrangement Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

PRINCIPAL LEGAL MATTERS

SECURITIES LAWS MATTERS

Canadian Securities Law Matters

Distribution of Choice Consideration Units

The distribution of the Choice Consideration Units pursuant to the Arrangement will be made in reliance on exemptions from the prospectus requirements contained in applicable Securities Laws in the provinces and territories of Canada. Under applicable Securities Laws, the Choice Consideration Units distributed in connection with the Arrangement may be resold in Canada without hold period restrictions, except that any person, company or combination of persons or companies holding a sufficient number of Choice Units to affect materially the control of Choice will be restricted in reselling Choice Consideration Units pursuant to Securities Laws applicable in Canada.

Each Unitholder is urged to consult their professional advisors with respect to restrictions applicable to trades in Choice Consideration Units under applicable Securities Laws.

MI 61-101 Requirements

The REIT is a reporting issuer in each of the provinces and territories of Canada, including in each of the jurisdictions in which MI 61-101 has been adopted, and accordingly is subject to MI 61-101 in connection with the Arrangement.

MI 61-101 is intended to regulate certain transactions to ensure equality of treatment among securityholders, generally requiring enhanced disclosure, approval by a majority of securityholders excluding certain interested or related parties and their joint actors and, in certain instances, independent valuations. The protections of MI 61-101 apply to, among other transactions, "business combinations" (as defined in MI 61-101). MI 61-101 provides that, in certain circumstances, where a "related party" of an issuer (as defined in MI 61-101) is entitled to receive a "collateral benefit" (as defined in MI 61-101), in connection with an arrangement that may terminate the interests of equity securityholders without their consent, such transaction may be considered a "business combination" for the purposes of MI 61-101 and as a result such related party will be an "interested party" (as defined in MI 61-101). A "related party" includes a trustee, senior officer and a person that has beneficial ownership of, or control or direction over, directly or indirectly, securities of the issuer carrying more than 10% of the voting rights attached to all of the issuer's outstanding securities.

A "collateral benefit" (as defined in MI 61-101) includes any benefit that a related party of the REIT is entitled to receive, directly or indirectly, as a consequence of the Arrangement, including, without limitation, an increase in salary, a lump sum payment, a payment for surrendering securities or other enhancement in benefits related to past or future services as an employee, Trustee, officer or consultant of the REIT. MI 61-101 excludes from the meaning of collateral benefit a payment per security that is identical in amount and form to the entitlement of the general body of holders in Canada of securities of the same class, an enhancement of employee benefits resulting from participation by the related party in a group plan (other than an incentive plan) for employees of a successor to the business of the issuer if the benefits provided by the group plan are generally provided to similarly situated employees of the successor, as well as certain benefits received by a related party solely in connection with the related party's services as an employee, trustee or consultant of an issuer, of an affiliated entity of such issuer or of a successor to the business of such issuer where: (a) the benefit is not conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the related party for securities relinquished under the transaction; (b) the conferring of the benefit is not, by its terms, conditional on the related party supporting the transaction in any manner; (c) full particulars of the benefit are disclosed in the disclosure document for the transaction; and (d) either: (i) at the time the transaction is agreed to, the related party and its associated entities beneficially own, or exercise control or direction over, less than 1% of the outstanding securities of each class of equity securities of the issuer (the "**1% Exemption**"); or (ii) the related party discloses to the issuer the amount of consideration that the related party expects to be beneficially entitled to receive, under the terms of the transaction, in exchange for the equity securities the related party beneficially owns and the independent committee acting in good faith determines that the value of the benefit, net of any offsetting costs to the related party, is less than 5% of the value of the consideration the related party expects to receive pursuant to the terms of the transaction for the equity securities beneficially owned by the related party, and the independent committee's determination is disclosed in this Circular.

Following review and consideration of the number of REIT Units held by each Trustee and senior officer of the REIT and the benefits that they expect to receive pursuant to the Arrangement, as detailed under "*INTERESTS OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON*", the Special Committee determined that no benefits were conferred to increase the consideration paid to any of its Trustees or senior officers nor as a condition of any such Trustee or senior officer supporting the Arrangement. As set forth under "*INTERESTS OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON*", the Special Committee determined that (a) each of the Trustees and senior officers of the REIT hold certain Incentive Securities and Cash-Settled Incentive Securities, the vesting and redemption, disposition or settlement of which will be accelerated, as applicable, in connection with the Arrangement, and such Trustees and senior officers will be entitled to receive, in respect of such Incentive Securities and Cash-Settled Incentive Securities the consideration which holders thereof are entitled under the Arrangement; (b) the senior officers of the REIT specified thereunder have existing employment agreements that provide for certain entitlements where such senior officer is terminated by the REIT without cause or resigns for "good reason"; and (c) the REIT has allocated retention awards to certain of the non-executive level senior officers in connection with the Arrangement and to assist with the successful operation and management of the business of the REIT during the pendency of the Arrangement and following the closing of the Arrangement. To the knowledge of the REIT, no Trustee or senior officer of the REIT beneficially owns, directly or indirectly, or exercises control or direction over 1% or more of the REIT Units, other than Adam E. Paul, President and Chief Executive Officer of the REIT. Accordingly, the potential benefits noted above will not constitute a "collateral benefit" for purposes of MI 61-101 for the Trustees or senior officers of the REIT that satisfy the requirements of the 1% Exemption. Adam E. Paul, President and Chief Executive Officer of the REIT may be considered to be receiving a "collateral benefit" as a result of the acceleration of his outstanding Incentive Securities and Cash-Settled Securities and payment of consideration in respect thereof, and certain other benefits to which he may be entitled to following the Arrangement, as set forth under "*INTERESTS OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON*" of this Circular.

RBC Capital Markets constitutes a related party of the REIT within the meaning of MI 61-101, and was a related party of the REIT at the time the Arrangement was agreed to. To the knowledge of the REIT, following reasonable inquiry at the direction of the Special Committee, RBC Capital Markets, together with certain of its affiliates, including the RBC DS Managed Accounts Program, beneficially owned, directly or indirectly, or exercised control or direction over 38,493,541 REIT Units, representing approximately 18.11% of the issued and outstanding REIT Units as of the Record Date. As a result, the REIT Units beneficially owned, directly or indirectly, or over which control or direction is exercised, by RBC Capital Markets and each of its affiliated entities as of the Record Date are to be excluded from the count of votes cast for the purposes of the minority approval requirement under MI 61-101.

To the knowledge of the REIT, RBC DS Managed Accounts Program is a retail wealth management platform that functions autonomously from RBC Capital Markets, with separate reporting lines, personnel, compliance oversight, decision-making processes and governance structures. Investment advisors within the RBC DS Managed Accounts Program operate independently from, and do not have access to the activities, information flows or direct compensation arrangements of, the financial advisory business of RBC Capital Markets, and are subject to informational barriers and compliance policies and procedures consistent with the requirements of applicable Securities Laws, including National Instrument 62-103 – *The Early Warning System and Related Take-Over Bid and Insider Reporting Issues*. Notwithstanding the foregoing, the Special Committee has determined that, because RBC Capital Markets will receive a customary advisory fee, a significant portion of which is contingent on the successful completion of the Arrangement, such contingent advisory fee may technically constitute a "collateral benefit".

As a result of the foregoing, the Arrangement constitutes a "business combination" for the purposes of MI 61-101.

Minority Approval Requirements

MI 61-101 requires in addition to any other required security holder approval that a "business combination" be subject to "minority approval" (as defined in MI 61-101), unless an exemption is available. Minority approval entails a simple majority of the votes cast by all holders of a class of "affected securities", voting as a single class, excluding: (a) "interested parties" (as defined in MI 61-101); (b) any "related party" of an "interested party", unless the "related party" meets that description solely in its capacity as a trustee or senior officer of one or more persons that are neither an "interested party" nor an "issuer insider" (as defined in MI 61-101) of the REIT; and (c) any person that is a "joint actor" (as defined in MI 61-101) with any of the foregoing. For purposes of the Arrangement, the REIT Units represent "affected securities". In addition to obtaining approval of the Arrangement Resolution by at least two-thirds of the votes cast by the Unitholders, voting together as a single class, who vote either in person or by proxy at the Meeting, approval will also be required from a simple majority of

the votes cast by Unitholders who vote either in person or by proxy at the Meeting after excluding the votes of Unitholders that are required to be excluded pursuant to MI 61-101. For purposes of the minority approval requirements of MI 61-101, to the knowledge of the REIT, after reasonable inquiry, Adam E. Paul and RBC Capital Markets, together with certain of its affiliates, beneficially own, directly or indirectly, or exercise control or direction over an aggregate of 39,035,833 REIT Units, representing approximately 18.37% of the issued and outstanding REIT Units, determined in accordance with MI 61-101 and Section 1.8 of NI 62-104 and as set out below. Such REIT Units will be excluded in determining whether minority approval in respect of the Arrangement Resolution is obtained at the Meeting.

Unitholder	Ownership of REIT Units	
	Number	Percentage
Adam E. Paul	542,292	0.26%
RBC Capital Markets and certain of its affiliates	38,493,541	18.11%
<i>Total</i>	39,035,833	18.37%

The REIT is not required to obtain a formal valuation under MI 61-101 as no interested party of the REIT is, as a consequence of the Arrangement, directly or indirectly acquiring the REIT or the business of the REIT or combining with the REIT through an amalgamation, arrangement or otherwise, whether alone or with joint actors and neither the Arrangement nor the transactions contemplated thereunder is a related party transaction for which the REIT would be required to obtain a formal valuation.

Prior Valuations

MI 61-101 requires that the REIT disclose in the Circular every "prior valuation" (as defined in MI 61-101) in respect of the REIT made in the 24 months before the date of the Circular, that becomes known, after reasonable inquiry, to the REIT or any trustee or senior officer of the REIT. No prior valuations (as defined in MI 61-101) in respect of the REIT made in the 24 months before the date hereof that relate to the subject matter of, or are otherwise relevant to, the Arrangement have become known, after reasonable inquiry, to the REIT or to any trustee or senior officer of the REIT.

Prior Offers

Except as disclosed herein, the REIT has not received any *bona fide* prior offer relating to the subject matter of, or otherwise relevant to, the Arrangement during the 24 months preceding the entry into the Arrangement Agreement.

United States Securities Law Matters

The following discussion is only a general overview of certain requirements of the United States federal securities Laws that may be applicable to the Choice Consideration Units issuable pursuant to the Arrangement. All Unitholders eligible to receive such securities are urged to consult with their own counsel to ensure compliance with applicable U.S. federal and state securities Laws.

Further information applicable to U.S. Unitholders is disclosed above under the heading "*INFORMATION FOR UNITHOLDERS NOT RESIDENT IN CANADA – INFORMATION FOR U.S. UNITHOLDERS*" of this Circular.

The Choice Consideration Units to be received by Unitholders and other securityholders of the REIT pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or any applicable U.S. state securities Laws and will be issued in reliance on the Section 3(a)(10) Exemption and pursuant to exemptions from registration under any applicable state securities Laws. The Section 3(a)(10) Exemption exempts from the registration requirements under the U.S. Securities Act securities issued in exchange for one or more *bona fide* outstanding securities where the terms and conditions of the issuance and exchange are approved as substantively and procedurally fair by a court of competent jurisdiction that is expressly authorized by Law to grant such approval, after a hearing upon the fairness of such terms and conditions of such issuance and exchange at which all persons to whom the securities will be issued in such exchange have the right to appear and receive timely notice thereof. The Court is authorized to conduct a hearing at which the fairness of the terms and conditions of the Arrangement will be considered. All Unitholders are entitled to appear and be heard at this hearing, provided that they satisfy the applicable conditions set forth in the Interim Order. The Court granted the Interim Order on May 20, 2026 and, subject to the approval of the Arrangement by Unitholders, a hearing on the Final Order will be held on or about June 25, 2026 by the Court. Prior to the hearing on the Final Order, the Court will be advised that, if

granted, the Final Order will constitute the basis for an exemption from registration under the U.S. Securities Act for the Choice Consideration Units to be received by Unitholders and other securityholders of the REIT from the REIT. Accordingly, the Final Order, if granted, is intended to constitute a basis for the Section 3(a)(10) Exemption from the registration requirements of the U.S. Securities Act. See "*PRINCIPAL LEGAL MATTERS – COURT APPROVAL PROCESS*" of this Circular.

The Choice Consideration Units received from the REIT pursuant to the Arrangement will be freely tradable under U.S. federal securities Laws except by persons who are, or within 90 days prior to the Effective Time were, "affiliates" (as defined in Rule 144 under the U.S. Securities Act) of Choice. Persons who may be deemed to be affiliates of an issuer generally include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract or otherwise, and generally include executive officers and directors (or trustees) of the issuer as well as principal shareholders of the issuer. Any such Choice Consideration Units received from the REIT held by such an affiliate (or, if applicable, former affiliate) will be subject to certain restrictions on resale imposed by the U.S. Securities Act, such that they may not resell such securities in the absence of registration under the U.S. Securities Act or an exemption from such registration, if available, such as the exemptions contained in Rule 144 or Regulation S under the U.S. Securities Act.

In general, pursuant to Rule 144, affiliates (or, if applicable, former affiliates) of Choice will be entitled to sell, during any three-month period, the Choice Consideration Units that they receive from the REIT pursuant to the Arrangement, provided that the number of such securities sold does not exceed the greater of one percent of the then outstanding securities of such class or, if such securities are listed on a United States securities exchange and/or reported through the automated quotation system of a U.S. registered securities association, the average weekly trading volume of such securities during the four calendar week period preceding the date of sale, subject to specified restrictions on manner of sale requirements, aggregation rules, notice filing requirements and the availability of current public information about the issuer required under Rule 144. Such affiliates will continue to be subject to the resale restrictions described in this paragraph for so long as they continue to be affiliates of Choice. Unless certain conditions are satisfied, Rule 144 is not available for resales of securities of any issuer (each, a "**Shell Company**") that has ever had (a) no or nominal operations and (b) no or nominal assets other than cash and cash equivalents. If Choice were ever to be deemed to be, or to have at any time previously been, a Shell Company, Rule 144 may be unavailable for resales of Choice Consideration Units received from the REIT unless and until Choice has satisfied the applicable conditions.

In general, under Regulation S, persons who are affiliates or former affiliates of Choice solely by virtue of their status as an officer or trustee of Choice may sell Choice Consideration Units received from the REIT outside the United States in an "offshore transaction" if neither the seller nor any person acting on its behalf engages in "directed selling efforts" in the United States and no selling commission, fee or other remuneration is paid in connection with such sale other than a usual and customary broker's commission. For purposes of Regulation S, "directed selling efforts" means "any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered" in the sale transaction. Certain additional restrictions are applicable to a holder of Choice Consideration Units received from the REIT who is an "affiliate" (as defined in Rule 144) of Choice after the Arrangement other than by virtue of his or her status as an officer or trustee of Choice.

COURT APPROVAL PROCESS

The Arrangement requires approval by the Court under Section 192 of the CBCA. Prior to mailing this Circular, on May 20, 2026, the REIT obtained the Interim Order providing for the calling and holding of the Meeting and other procedural matters and filed the Amended Notice of Application to approve the Arrangement (the "**Notice of Application**"). Copies of the Interim Order and the Notice of Application are attached to this Circular as Appendices "B" and "C", respectively.

Subject to the Unitholder Approval, the hearing in respect of the Final Order is scheduled to take place via video conference on June 25, 2026, at 9:30 a.m. (Toronto time), or as soon after such time as counsel may be heard. Any Unitholders wishing to appear in person or to be represented by counsel at the hearing of the application for the Final Order may do so but must comply with certain procedural requirements described in the Interim Order, including filing a Notice of Appearance with the Court and serving same upon the REIT, ArrangementCo, the Purchaser and Choice via their respective counsel as soon as reasonably practicable and, in any event, no less than four days before the date of the hearing of the application for the Final Order (as it may be rescheduled from time to time).

The Court has broad discretion under the CBCA when making orders with respect to arrangements, including the Arrangement. The Court may make any enquiry it considers appropriate and may make any order it considers appropriate with respect to the Plan of Arrangement. The Court will consider, among other things, the fairness and reasonableness of the Plan of Arrangement to the Unitholders. The Court may approve the Arrangement in any manner it may direct and determine appropriate or otherwise impose conditions on such Court approval, although it cannot materially change the terms of the Arrangement without Unitholder approval. If the Final Order is granted and the other conditions contained in the Arrangement Agreement are satisfied or waived to the extent legally permissible, the Articles of Arrangement will be filed with the Director under the CBCA for issuance of the Certificate of Arrangement giving effect to the Arrangement.

Unitholders who wish to participate in, or be represented at, the Court hearing for the Final Order should consult their legal advisors as to the necessary requirements.

The Choice Consideration Units to be received by Unitholders and other securityholders of the REIT pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act. Prior to the hearing for the Final Order, the Court will be informed that the Parties intend to rely on the Final Order, if granted, as the basis for the Section 3(a)(10) Exemption with respect to the Choice Consideration Units to be issued pursuant to the Arrangement.

REGULATORY MATTERS

The Arrangement is conditional upon the receipt of certain regulatory approvals or decisions, including the Purchaser Competition Act Approval and the Choice Competition Act Approval. Under the Competition Act, the acquisition of the units of a trust that carries on an operating business in Canada may require pre-merger notification if the statutory size of parties and size of transaction thresholds are exceeded. It has been determined that pre-merger notification is required in respect of the Arrangement.

Subject to certain limited exceptions, the parties to a notifiable transaction cannot complete the transaction until they have submitted the information prescribed pursuant to Subsection 114(1) of the Competition Act to the Commissioner and the applicable waiting period has expired or been terminated by the Commissioner. The waiting period is 30 calendar days after the day on which the parties to the transaction submit the prescribed information, provided that, before the expiry of this period, the Commissioner has not delivered to the parties a supplementary information request. If the Commissioner issues a supplementary information request, the parties cannot complete the transaction until 30 calendar days after compliance with such supplementary information request, provided that the Commissioner has not filed an application for an injunction and there is no order in effect prohibiting completion at the relevant time.

Alternatively, or in addition to filing the prescribed information, the parties to a notifiable transaction may apply to the Commissioner for an ARC or, in the alternative, a No-Action Letter. An ARC may be issued where the Commissioner is satisfied that he would not have sufficient grounds on which to apply to the Competition Tribunal for a remedial order under Section 92 of the Competition Act alleging the transaction prevents or lessens, or is likely to prevent or lessen, competition substantially. Where the Commissioner issues an ARC in respect of a transaction and the transaction is substantially completed within one year thereafter, the transaction is exempt from the pre-merger notification filing requirement and the Commissioner is precluded from challenging the transaction based solely on information that is the same or substantially the same as the information on the basis of which the ARC was issued. If the Commissioner is not prepared to issue an ARC, a No-Action Letter may be issued where the Commissioner does not, at that time, intend to challenge the transaction by making an application under Section 92 of the Competition Act. Where a No-Action Letter is issued, or the applicable waiting period has expired or been terminated by the Commissioner, the Commissioner retains the right to challenge a transaction until one year after it was substantially completed. While the issuance of a No-Action Letter does not exempt a transaction from the pre-merger filing requirement, it is typically issued together with a waiver pursuant to Subsection 113(c) of the Competition Act of the obligation to notify the Commissioner and supply the prescribed information in circumstances where the information prescribed pursuant to Subsection 114(1) of the Competition Act has not been filed.

With respect to the Arrangement, the applicable Parties filed a request for an ARC or, in the alternative, a No-Action Letter, on May 7, 2026 for each of the Purchaser Competition Act Approval and the Choice Competition Act Approval. As of the date of this Circular, neither the Purchaser Competition Act Approval nor the Choice Competition Act Approval has been obtained. In accordance with the Arrangement Agreement, the REIT, the Purchaser and Choice are continuing to use their reasonable best efforts to obtain an ARC or, in the alternative, a No-Action Letter in respect of each of the Purchaser Competition Act Approval and the Choice Competition Act Approval as soon as reasonably practicable. The Arrangement

is conditional upon the receipt of (a) an ARC, or (b) both of (i) the expiry or termination of the applicable statutory waiting period, including any extension of such waiting period, under Section 123 of the Competition Act or a waiver of the notification requirement pursuant to Subsection 113(c) of the Competition Act and (ii) unless waived by the Purchaser or Choice in writing, as applicable, a No-Action Letter (that has not been rescinded or amended) in respect of each of the Purchaser Competition Act Approval and the Choice Competition Act Approval.

STOCK EXCHANGE DELISTING AND CEASING REPORTING ISSUER STATUS

The REIT

The REIT Units are currently listed for trading on the TSX under the symbol "FCR.UN". Pursuant to the Arrangement, the Purchaser will acquire all of the issued and outstanding REIT Units on the closing of the Arrangement on the Effective Date. On or following the Effective Date, the REIT expects to apply (a) to cease or be deemed to have ceased to be a reporting issuer under Securities Laws in each of the provinces and territories of Canada under which it is currently a reporting issuer, and (b) to have the REIT Units be delisted from the TSX.

Choice

The Choice Units are currently listed on the TSX under the symbol "CHP.UN". Application has been made for the listing on the TSX of the Choice Consideration Units to be issued in connection with the Arrangement, and it is a condition of closing that Choice shall have obtained conditional approval for such listing. Listing will be conditional on the satisfaction of certain standard conditions.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of Stikeman Elliott LLP, Canadian counsel to the REIT, the following is a summary of the principal Canadian federal income tax considerations under the Tax Act generally applicable, as of the date hereof, to a Beneficial Unitholder (a) who disposes of REIT Units and receives, in respect of each such REIT Unit, the Arrangement Consideration per Unit pursuant to the Arrangement or who is a Dissenting Unitholder and (b) who, at all relevant times and for purposes of the Tax Act, (i) deals at arm's length with the REIT and the Purchaser, (ii) is not affiliated with the REIT or the Purchaser, (iii) owns the REIT Units as capital property, and (iv) will hold all Choice Units acquired pursuant to the Plan of Arrangement as capital property (a "**Holder**").

The REIT Units and the Choice Units generally will be capital property to a Holder provided that the Holder does not hold such units in the course of carrying on a business and has not acquired them in a transaction or transactions considered to be an adventure or concern in the nature of trade.

This summary is based upon (a) the facts set out in the Circular, (b) the current provisions of the Tax Act in force on the date hereof, and (c) counsel's understanding of the current administrative policies and assessing practices of the CRA published in writing prior to the date hereof. This summary takes into account all specific proposals to amend the Tax Act which have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Tax Proposals**"). This summary assumes that the Tax Proposals will be enacted as currently proposed, but no assurances can be given that this will be the case. Except for the Tax Proposals, this summary does not take into account or anticipate any changes in Law, whether by legislative, governmental or judicial decision or action, or changes in the CRA's administrative policies or assessing practices. This summary does not take into account other federal or any provincial, territorial or foreign tax legislation or considerations (including any transfer tax considerations), which may differ significantly from those discussed herein.

Generally, for purposes of the Tax Act, all amounts relevant to the computation of income and/or capital gains must be expressed in Canadian dollars. Amounts denominated in any foreign currency generally must be converted into Canadian dollars based on the relevant exchange rate as determined in accordance with the rules in the Tax Act.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Unitholder. This summary is not exhaustive of all Canadian federal income tax considerations. Consequently, Unitholders are urged to consult their own tax advisors to determine the particular tax effects to them of the Arrangement and any other consequences to them in connection with the Arrangement under Canadian federal, provincial, territorial or local tax Laws and under foreign tax Laws, having regard to their own particular circumstances.

This summary does not address the Canadian federal income tax considerations to: (a) a holder of Incentive Securities or Cash-Settled Phantom Units, or (b) a holder of REIT Units that were acquired pursuant to an Incentive Plan or similar arrangement. Holders of such securities should consult their own tax advisors.

This summary assumes that, at all relevant times, the REIT Units are listed on a "designated stock exchange" for purposes of the Tax Act (which includes the TSX). This summary also assumes that neither the REIT nor any REIT Subsidiary will undertake a transaction that is, or is part of, a Pre-Acquisition Reorganization.

STATUS OF THE REIT & REIT SUBSIDIARIES

This summary assumes that the REIT qualifies, and will continue to qualify at all relevant times, as a "mutual fund trust" and a "real estate investment trust" for purposes of the Tax Act. There can be no assurance that the REIT will qualify as a "mutual fund trust" or "real estate investment trust" at any time. This summary also assumes that each REIT Subsidiary qualifies, and will continue to qualify at all relevant times, as an "excluded subsidiary entity" for the purposes of the Tax Act. If at any particular time (a) the REIT were not to qualify as a "mutual fund trust" or a "real estate investment trust" or (b) a REIT Subsidiary were not to qualify as an "excluded subsidiary entity", the income tax considerations described below would, in some respects, be materially different.

TAXATION OF THE REIT & REIT SUBSIDIARIES WITH RESPECT TO THE ARRANGEMENT

Taxation of the REIT

The taxation year of the REIT is ordinarily the calendar year. However, as a result of the Arrangement, the taxation year of the REIT (and each of the REIT Sub-trusts) commencing on January 1 of the calendar year in which the Effective Date occurs (which, assuming the Arrangement is completed in 2026, would be the taxation year starting January 1, 2026) will be deemed to end on the Effective Date immediately prior to the REIT LRE (the "**Stub Year**"), and a new taxation year will be deemed to begin at the time of the REIT LRE. This summary assumes that, for these purposes and in accordance with the Arrangement Agreement, the REIT (and each of the REIT Sub-trusts) will make an election under the Tax Act not to have subsection 251.2(6) of the Tax Act apply to the REIT LRE, such that the REIT LRE will be deemed to occur at the time when, in accordance with the Plan of Arrangement, the Purchaser acquires a majority of the issued and outstanding REIT Units, which is currently expected to occur at the effective time of the issuance of the REIT Subscription Units by the REIT to the Purchaser pursuant to the Plan of Arrangement.

The REIT generally will be subject to tax under Part I of the Tax Act on its taxable income for the Stub Year, including ordinary income (which itself will include recaptured capital cost allowance) ("**Ordinary Income**") and net taxable capital gains computed in accordance with the detailed provisions of the Tax Act. When computing its taxable income for the Stub Year, the REIT will be able to deduct the portion of its income for the Stub Year that is in respect of amounts paid or payable, or deemed to be paid or payable, to Unitholders, including amounts declared to be payable to Unitholders pursuant to: (a) the Special Cash Distribution, (b) the Special Note Distribution, and (c) the Special Units Distribution, if any, in accordance with the Plan of Arrangement (collectively, the "**Special REIT Distributions**"). The REIT may also generally deduct, in accordance with the rules in the Tax Act, reasonable administrative costs, interest and other expenses of a current nature incurred by it for the purpose of earning income. To the extent that the REIT incurs losses in a particular taxation year, such losses cannot be allocated to the Unitholders.

As a result of the Arrangement, the REIT will, in its Stub Year, realize Ordinary Income and net taxable capital gains both directly and as a result of the allocation of such income to it by one or more REIT Subsidiaries.

Pursuant to the Plan of Arrangement, the Special REIT Distributions to be declared and made payable by the REIT on the REIT Units under the Arrangement shall, together with the aggregate amount of other distributions paid or made payable by the REIT to Unitholders in the Stub Year, equal the Taxable Income of the REIT for the Stub Year. This summary assumes that the aggregate amount of distributions paid or made payable by the REIT to Unitholders in the Stub Year, including the Special REIT Distributions, will not be less than the Taxable Income of the REIT for the Stub Year.

Taxation of the REIT Sub-Trusts

The principles described above with respect to the REIT will generally apply to the REIT Sub-trusts. As a result of the Arrangement, in its taxation year ending on the Effective Date, each Distributing REIT Sub-trust will realize and/or be allocated Ordinary Income and capital gains.

Pursuant to the Plan of Arrangement, each REIT Sub-trust that is a Distributing REIT Sub-trust will distribute substantially all of its property and assets, including cash and property received from other REIT Subsidiaries, to the REIT. As a result, all of the Ordinary Income and capital gains realized by the Distributing REIT Sub-trusts in the Stub Year is expected to be included in the Ordinary Income and capital gains of the REIT for the Stub Year.

Taxation of the REIT Subsidiary LPs

The REIT Subsidiary LPs are not subject to income tax under the Tax Act. Rather, each partner of a REIT Subsidiary LP is required to include (or deduct, as applicable) in computing the partner's income for a particular taxation year the partner's share of the income (or loss) of the REIT Subsidiary LP for its fiscal year ending in, or coincidentally with, the partner's taxation year, whether or not any of that income is distributed to the partner in the taxation year. For this purpose, the income or loss of each REIT Subsidiary LP will be computed for each fiscal year as if it were a separate person resident in Canada. In computing the income or loss of a REIT Subsidiary LP, deductions may be claimed in respect of available capital cost allowance, reasonable administrative costs, interest and other expenses incurred by the REIT Subsidiary LP for the purpose of earning income, subject to the relevant provisions of the Tax Act. The income or loss of each REIT Subsidiary LP for a

fiscal year will be allocated to its partners on the basis of their respective share of that income or loss as provided in the limited partnership agreement for such REIT Subsidiary LP, subject to the detailed rules in the Tax Act in that regard.

Pursuant to the Plan of Arrangement, each REIT Subsidiary LP that is a Distributing REIT Subsidiary LP will, on the Effective Date and prior to the occurrence of the REIT LRE, cease to exist at the time specified in the Plan of Arrangement and, as a result, will have a fiscal year ending immediately before the time that is immediately before that time. As a result, all of the Ordinary Income and capital gains realized by the Distributing REIT Subsidiary LPs in such fiscal year is expected to be included in the Ordinary Income and capital gains of the REIT for the Stub Year, to the extent of the REIT's share thereof.

Transactions by the REIT & REIT Subsidiaries

Pursuant to the Plan of Arrangement, substantially all of the properties held by the REIT Subsidiaries will be disposed of in connection with: (a) the Choice Properties Sale, or (b) the Retained Property Transfers. These dispositions will occur on a fully taxable basis. As a result of these transactions, the REIT Subsidiaries that are Choice Property Sellers and/or Retained Property Owners are expected to realize significant amounts of Ordinary Income and capital gains.

Under the Plan of Arrangement, the Choice Properties Sale and Retained Property Transfers will occur prior to the end of the fiscal year of the Distributing REIT Subsidiary LPs on the Effective Date (as described above) as well as prior to the REIT LRE. As noted above, Ordinary Income and capital gains realized by a Distributing REIT Subsidiary LP on such dispositions will be included in the Ordinary Income and capital gains, as applicable, of the partners of such Distributing REIT Subsidiary LP (including the Distributing REIT Sub-trusts and/or the REIT, as applicable) for the fiscal year of the Distributing REIT Subsidiary LP ending on the Effective Date prior to the REIT LRE, while Ordinary Income and capital gains realized by the Distributing REIT Sub-trusts from such disposition will be included in the Ordinary Income and capital gains of the REIT for the Stub Year. As a result, all of the Ordinary Income and capital gains realized by the Distributing REIT Subsidiary LPs and Distributing REIT Sub-trusts pursuant to the Choice Properties Sale and the Retained Property Transfers is expected to be included in the Taxable Income of the REIT for the Stub Year, to the extent of the REIT's share thereof.

As noted above, pursuant to the Plan of Arrangement, the REIT will make the Special REIT Distributions payable to its Unitholders (including Dissenting Unitholders) in an aggregate amount that, together with the aggregate amount of other distributions paid or made payable by the REIT to Unitholders in the Stub Year, will be equal to the Taxable Income of the REIT for the Stub Year, with the result that Unitholders will be required to include the respective share of such Taxable Income in their income, as described below.

TAXATION OF HOLDERS RESIDENT IN CANADA

The following summary is generally applicable to a Holder who, at all relevant times, for purposes of the Tax Act and any applicable income tax treaty or convention, is or is deemed to be resident in Canada (a "**Resident Holder**"). Certain Resident Holders who might not otherwise be considered to hold their REIT Units as capital property may, in certain circumstances, be entitled to make an irrevocable election in accordance with Subsection 39(4) of the Tax Act to have such REIT Units, and every other "Canadian security" (as defined in the Tax Act) owned in the taxation year in which the election is made and in subsequent taxation years, deemed to be capital property. Resident Holders considering making such an election are urged to consult their own legal and tax advisors to determine the particular tax effects to them of making such an election. Unitholders who do not hold their REIT Units as capital property should consult their own tax advisors regarding their particular circumstances.

This summary does not apply to a Resident Holder (a) that is a "financial institution" subject to the mark-to-market rules in the Tax Act, (b) that is a "specified financial institution" within the meaning of the Tax Act, (c) an interest in which would be a "tax shelter investment" within the meaning of the Tax Act, (d) that has elected or elects to determine its "Canadian tax results" within the meaning of the Tax Act in a currency other than Canadian dollars pursuant to the "functional currency" reporting rules in the Tax Act or (e) that has entered or will enter into a "derivative forward agreement" within the meaning of the Tax Act with respect to its REIT Units.

Special REIT Distributions

A Resident Holder (including a Resident Holder that is a Dissenting Unitholder) will generally be required to include in income for the Resident Holder's taxation year that includes the Effective Date the portion of the net income of the REIT, including net realized taxable capital gains, that is paid or payable, or deemed to be paid or payable, to the Resident Holder pursuant to the Special REIT Distributions. With respect to any portion of distributions made payable by the REIT (including the Special REIT Distributions) in the Stub Year that, in each case, represents items of Ordinary Income, such amounts will be subject to the general rules relating to the recognition of income and be fully included in the Resident Holder's taxable income in the relevant taxation year. Management of the REIT currently anticipates that the amount of Ordinary Income that will be paid or made payable by the REIT to Unitholders pursuant to the Special REIT Distributions will be in the range of \$8.00 to \$9.00 (in respect of each REIT Unit).

The REIT Declaration of Trust provides that appropriate designations will be made by the REIT, to the extent permitted by the Tax Act, such that net taxable capital gains of the REIT for the Stub Year that are paid or made payable to a Resident Holder pursuant to the Special REIT Distributions will retain their character and be treated and taxed as such in the hands of the Resident Holder for purposes of the Tax Act. To the extent that a portion of one or more of the Special REIT Distributions is designated as having been paid to Resident Holders as taxable capital gains for purposes of the Tax Act, such amounts will be subject to the general rules relating to the taxation of capital gains and losses, as described below under the heading "*TAXATION OF HOLDERS RESIDENT IN CANADA – TAXATION OF CAPITAL GAINS AND CAPITAL LOSSES*" of this Circular.

The non-taxable portion of any capital gains of the REIT that is paid or payable, or deemed to be paid or payable, to a Resident Holder as a result of the Special REIT Distributions will not be included in computing the Resident Holder's income for the taxation year in which the Special REIT Distributions are paid or payable. Any other amount in excess of the net income and net taxable capital gains of the REIT that is paid or payable, or deemed to be paid or payable, to a Resident Holder as a result of the Special REIT Distributions generally will not be included in the Resident Holder's income for the year. However, such other amount generally will reduce the adjusted cost base of the REIT Units held by such Resident Holder. To the extent that the adjusted cost base of a REIT Unit becomes a negative amount, the Resident Holder will be deemed to have realized a capital gain equal to the absolute value of the negative amount and such Resident Holder's adjusted cost base of the REIT Units will be deemed to be nil.

A portion of the aggregate Special REIT Distributions (i.e., the Special Units Distribution) may be made through the issuance of additional REIT Units and will accordingly give rise to a taxable income inclusion for the Resident Holder even though no cash will be distributed to such Resident Holder in respect of such portion. However, such REIT Units issued to a Unitholder in lieu of a cash distribution of income will have a cost to the Unitholder equal to the amount of such Resident Holder's proportionate share of the Special Units Distribution. Under the Tax Act, the adjusted cost base of such additional REIT Units will be averaged with the adjusted cost base of all other REIT Units held by the Unitholder immediately prior to the effective time of the Special Units Distribution, in order to determine the respective adjusted cost base of each such REIT Unit.

Pursuant to the Plan of Arrangement, immediately following any distribution of REIT Units pursuant to the Special Units Distribution all of the REIT Units outstanding following the Special Units Distribution will be deemed to have been consolidated, so that each Unitholder will, after the consolidation, hold the same number of REIT Units as the Unitholder held immediately before the Special Units Distribution. Such consolidation should not result in a disposition of a Unitholder's REIT Units for income tax purposes, such that a Resident Holder should not realize any taxable income or gain solely as a result of the consolidation. Further, the adjusted cost base of a Resident Holder's post-consolidation REIT Units immediately after the consolidation will be equal to the adjusted cost base of the Resident Holder's REIT Units immediately prior to the consolidation.

Resident Holders should consult with their own tax advisors as to the consequences, in their particular circumstances, of receiving the Special REIT Distributions under the Plan of Arrangement, including as to whether to dispose of their REIT Units on the TSX with a settlement date that is prior to the Effective Date.

Disposition of REIT Units by Non-Dissenting Unitholders

The following summary applies to Resident Holders other than Dissenting Unitholders.

The transfer of REIT Units by a Resident Holder to the Purchaser pursuant to the Plan of Arrangement will result in a disposition of such Resident Holder's REIT Units for purposes of the Tax Act. On such disposition, the Resident Holder will realize a capital gain (or capital loss) equal to the amount, if any, by which the Resident Holder's proceeds of disposition (calculated in the manner described below), net of any reasonable costs of disposition, exceed (or are exceeded by) the aggregate of the Resident Holder's adjusted cost base of such REIT Units (which, as noted above, will be increased by the amount, if any, of the Special Units Distribution payable to such Resident Holder and reduced by the amount, if any, in excess of the net income and net taxable capital gains of the REIT that is paid or payable to such Resident Holder as a result of the Special REIT Distributions).

A Resident Holder's proceeds of disposition will not include any amount paid or payable to the Resident Holder by the REIT pursuant to the Special Cash Distribution or the Special Note Distribution, including the following components thereof: (a) any amount paid or payable to the Resident Holder by the REIT that represents net taxable capital gains realized by the REIT, (b) any amount paid or payable to the Resident Holder by the REIT that represents the non-taxable portion of such capital gains, or (c) any amount paid or payable to the Resident Holder by the REIT that represents Ordinary Income as described above under the heading "*TAXATION OF HOLDERS RESIDENT IN CANADA – SPECIAL REIT DISTRIBUTIONS*" of this Circular.

Any capital gain (or capital loss) realized by the Resident Holder will be subject to the general rules relating to the taxation of capital gains and losses, as described below under the heading "*TAXATION OF HOLDERS RESIDENT IN CANADA – TAXATION OF CAPITAL GAINS AND CAPITAL LOSSES*" of this Circular.

Pursuant to the terms of the Arrangement, Resident Holders (other than Dissenting Unitholders) who dispose of their REIT Units in exchange for the Arrangement Consideration per Unit will receive 0.3186 of a Choice Unit for each REIT Unit so disposed of. The cost to a Resident Holder of each Choice Unit acquired under the Arrangement will generally be equal to the fair market value of such Choice Unit at the time of its acquisition. For the purpose of determining the adjusted cost base to a Resident Holder of its Choice Units, the cost of such units will be averaged with the adjusted cost base of all other Choice Units, if any, owned by the Resident Holder as capital property immediately before the Effective Time. **Resident Holders should consult with their own tax advisors regarding the Canadian income tax implications to them of acquiring, holding and disposing of Choice Units acquired by them pursuant to the Arrangement.**

Dissenting Unitholders

Under the Plan of Arrangement, Dissenting Unitholders will participate in, and be entitled to receive, their respective share of the Special REIT Distributions to the same extent as non-Dissenting Unitholders. The income tax considerations to a Resident Holder that is a Dissenting Unitholder in respect of such distributions are the same as those described above under the heading "*SPECIAL REIT DISTRIBUTIONS*" of this Circular.

Under the Plan of Arrangement, a Dissenting Unitholder who validly exercises Dissent Rights will be deemed to transfer their Dissent Units to the Purchaser in consideration for the right to be paid the fair value of such Dissent Units determined in accordance with the Plan of Arrangement, as described in "*DISSENT RIGHTS*" of this Circular. Such transfer will constitute a disposition of such Dissent Units for Canadian income tax purposes, with the result that a Resident Holder who is a Dissenting Unitholder will realize a capital gain (or a capital loss) on the transfer of such Dissent Units equal to the amount, if any, by which the proceeds of disposition of the Dissent Units, net of any reasonable costs of disposition, exceed (or are less than) the aggregate adjusted cost base of the Dissent Units to such Resident Holder immediately prior to the disposition. The treatment of capital gains and capital losses is generally described below under the heading "*TAXATION OF HOLDERS RESIDENT IN CANADA – TAXATION OF CAPITAL GAINS AND CAPITAL LOSSES*" of this Circular.

Any interest awarded by a court to a Resident Holder who is a Dissenting Unitholder will be required to be included in income in the taxation year in which such interest is received or receivable, depending on the method normally used by the Resident Holder in computing its income for purposes of the Tax Act.

Under the Plan of Arrangement, a Dissenting Unitholder who for any reason is not entitled to be paid the fair value of the REIT Units in respect of which they have exercised Dissent Rights will be treated as having participated in the Arrangement in respect of such REIT Units as if such Dissenting Unitholder had not dissented, in which case the income tax considerations applicable to such a Resident Holder in respect of such REIT Units will be as described above under the

headings "*SPECIAL REIT DISTRIBUTIONS*" and "*DISPOSITION OF REIT UNITS BY NON-DISSENTING UNITHOLDERS*" of this Circular.

Taxation of Capital Gains and Capital Losses

A Resident Holder will be required to include in income one-half of any capital gain (a "**taxable capital gain**") realized by the Resident Holder on the disposition of a REIT Unit pursuant to the Arrangement. In addition, the amount of any net taxable capital gains of the REIT that are paid or made payable to a Resident Holder pursuant to the Special REIT Distributions will be included in the Resident Holder's income as a taxable capital gain. One-half of any capital loss realized by a Resident Holder (an "**allowable capital loss**") on the disposition of a REIT Unit pursuant to the Arrangement generally may be deducted only from any taxable capital gains realized or considered to be realized by the Resident Holder (including any net taxable capital gains allocated by the REIT) subject to, and in accordance with, the provisions of the Tax Act. Any excess of allowable capital losses over taxable capital gains realized by a Resident Holder in a taxation year may be carried back to the three preceding taxation years or carried forward to any subsequent taxation years and deducted against net taxable capital gains in those years to the extent and under the circumstances described in the Tax Act.

Refundable Tax

A Resident Holder that is, throughout the relevant taxation year, a "Canadian-controlled private corporation" (as defined in the Tax Act) or, at any time in a relevant taxation year, a "substantive CCPC" (as defined in the Tax Act) may be liable to pay an additional tax (refundable in certain circumstances) on its "aggregate investment income", which is defined in the Tax Act to include interest income and taxable capital gains realized by the Resident Holder as well as income and net taxable capital gains allocated to a Resident Holder by the REIT. Resident Holders should consult their own tax advisors in this regard.

Minimum Tax

A Resident Holder who is an individual (including certain trusts) may have an increased liability for alternative minimum tax as a result of any net income of the REIT that is paid or payable, or deemed to be paid or payable, to the Resident Holder and that is designated as net taxable capital gains in respect of the Resident Holder and any capital gains realized by the Resident Holder on a disposition of REIT Units. Resident Holders, who are individuals, should consult their own tax advisors in this regard.

Tax Implications of the Transaction Structure

The foregoing income tax consequences applicable to the Special REIT Distributions and the disposition of REIT Units pursuant to the Arrangement differ from the capital gain (or loss) that would ordinarily be realized by a Resident Holder that disposes of its REIT Units on the TSX prior to the Effective Date. **Resident Holders should consult their own tax advisors to determine the particular tax impacts to them of the Arrangement having regard to their own particular circumstances, including whether to consider selling their REIT Units on the TSX with a settlement date prior to the Effective Date as an alternative to participating in the Arrangement.**

TAXATION OF HOLDERS NOT RESIDENT IN CANADA

The following portion of this summary is generally applicable to a Holder who, for purposes of the Tax Act and any applicable income tax treaty or convention, and at all relevant times, (a) is not, and is not deemed to be, a resident of Canada, (b) does not use or hold, and is not deemed to use or hold, REIT Units in connection with carrying on a business in Canada, and (c) whose REIT Units are not "taxable Canadian property" (as defined in the Tax Act) at the time they are disposed of pursuant to the Arrangement (a "**Non-Resident Holder**"). Special rules, not discussed in this summary, may apply to a Non-Resident Holder that is an insurer carrying on business in Canada and elsewhere. Such Non-Resident Holders should consult their own tax advisors.

Generally, a REIT Unit will not be "taxable Canadian property" of a Non-Resident Holder at the time of the disposition of such REIT Unit, unless at any particular time during the 60-month period that ends at the time of the disposition (a) one or any combination of (i) the Non-Resident Holder, (ii) persons with whom the Non-Resident Holder does not deal at arm's length for purposes of the Tax Act, and (iii) partnerships in which the Non-Resident Holder or a person described in (ii) holds a membership interest, directly or indirectly, through one or more partnerships, owned 25% or more of the issued units of

the REIT, and (b) more than 50% of the fair market value of such REIT Unit was derived, directly or indirectly, from one or any combination of (i) real or immovable property situated in Canada, (ii) "Canadian resource properties" (as defined in the Tax Act), (iii) "timber resource properties" (as defined in the Tax Act) or (iv) options in respect of, or interests in, or for civil law rights in property described in (i) to (iii), whether or not such property exists. A Non-Resident Holder whose REIT Units may be "taxable Canadian property" should consult their own tax advisors.

Special REIT Distributions

A Non-Resident Holder will be subject to Canadian withholding tax at the rate of 25% (subject to reduction under the provisions of any applicable income tax treaty or convention) under Part XIII of the Tax Act on any distributions of Ordinary Income that are paid or credited by the REIT to the Non-Resident Holder, including pursuant to the Special REIT Distributions. If the Non-Resident Holder is resident in the United States, is the beneficial owner of the distribution, and is entitled to claim the benefits of the *Canada-United States Income Tax Convention (1980)* (the "**US Tax Treaty**"), the rate of withholding will generally be reduced to 15%. Management of the REIT currently estimates that the amount of Ordinary Income that will be paid by the REIT to Unitholders pursuant to the Special REIT Distributions will be approximately \$8.00 to \$9.00 (Ordinary Income) in respect of each REIT Unit.

The REIT Declaration of Trust provides that appropriate designations will be made by the REIT, to the extent permitted by the Tax Act, such that net taxable capital gains of the REIT for the Stub Year that are paid or made payable to a Non-Resident Holder pursuant to the Special REIT Distributions will retain their character and be treated and taxed as such in the hands of the Non-Resident Holder for purposes of the Tax Act. The lesser of (a) twice the amount so designated in respect of such Non-Resident Holder and (b) such Non-Resident Holder's pro rata portion of the REIT's "TCP gains balance" (as defined in subsection 132(4) of the Tax Act) for the Stub Year (the "**TCP Gains Distribution**") will be subject to Canadian non-resident withholding tax at the rate of 25% (subject to reduction under the provisions of any applicable income tax treaty or convention) under Part XIII of the Tax Act if more than 5% of the amounts so designated by the REIT for the Stub Year are designated in respect of non-resident persons or partnerships which are not "Canadian partnerships" (as defined in the Tax Act). The REIT's TCP gains balance generally will include all capital gains (less all capital losses) realized by the REIT from the disposition of taxable Canadian property, including real or immovable property located in Canada, less amounts deemed to be TCP Gains Distributions in preceding taxation years.

In addition, a Non-Resident Holder generally will be subject to Canadian withholding tax under Part XIII.2 of the Tax Act at a rate of 15% (the "**Mutual Fund Withholding Tax**") on any distribution in respect of a unit of a "mutual fund trust" that is a "Canadian property mutual fund investment" (as each such term is defined in the Tax Act) that is not otherwise subject to income tax under Part I of the Tax Act or withholding tax under Part XIII of the Tax Act. A REIT Unit will be a "Canadian property mutual fund investment" to a Non-Resident Holder. Accordingly, the Non-Resident Holder will be subject to the Mutual Fund Withholding Tax on the portion of the aggregate amount of the Special REIT Distributions that exceeds the aggregate of the Non-Resident Holder's share of the TCP Gains Distribution and the Ordinary Income that is included in such distribution.

In effect, the result of the foregoing is that the entire aggregate amount of the Special REIT Distributions will generally be subject to Canadian non-resident withholding tax. However, a Non-Resident Holder may be able to obtain a refund in respect of its Mutual Fund Withholding Tax payable to the extent that the Non-Resident Holder has "Canadian property mutual fund losses" (within the meaning of the Tax Act) for the current or three subsequent taxation years, which generally would include any losses realized by the Non-Resident Holder on the disposition of its REIT Units. A Non-Resident Holder must file a Canadian federal return of income in prescribed form within the prescribed time in order to obtain such a refund.

The REIT will withhold (or cause to be withheld) the amount of any such taxes on the aggregate amount of the Special REIT Distributions and will remit (or cause to be remitted) such amounts to the tax authorities on behalf of the Non-Resident Holder. The Plan of Arrangement contemplates that any Canadian withholding tax payable by a Non-Resident Holder on the Special Units Distribution (as discussed above) will be withheld and remitted out of the cash otherwise payable to such Non-Resident Holder on such Non-Resident Holder's REIT Units pursuant to the Special Cash Distribution and/or Special Note Distribution. Under the U.S. Tax Treaty or any other income tax treaty between Canada and country in which the Non-Resident Holder is resident, a Non-Resident Holder may be entitled to a refund of Canadian taxes withheld. Non-Resident Holders should consult with their own tax advisors with regard to their particular circumstances and the entitlement to any refund of Canadian taxes withheld or the availability of any applicable foreign tax credits in respect of any Canadian withholding taxes.

Pursuant to the Arrangement, a portion of the Special REIT Distributions (i.e., the Special Units Distribution) may be made through the issuance of additional REIT Units to Unitholders, including Non-Resident Holders. Immediately following the distribution of additional REIT Units pursuant to the Special Units Distribution, all the REIT Units shall be deemed under the Arrangement to have been consolidated, so that each Non-Resident Holder will hold after the consolidation the same number of REIT Units as the Non-Resident Holder held before the Special Units Distribution. A Non-Resident Holder will not be subject to tax under the Tax Act as a result of such consolidation.

Non-Resident Holders should consult with their own tax advisors as to the consequences, in their particular circumstances, of receiving the Special REIT Distributions under the Plan of Arrangement, including as to whether to dispose of their REIT Units on the TSX with a settlement date that is prior to the Effective Date as an alternative to participating in the Arrangement.

Disposition of REIT Units by Non-Dissenting Unitholders

A Non-Resident Holder generally will not be subject to tax under the Tax Act in respect of a capital gain, or entitled to deduct any capital loss, realized upon the transfer.

Pursuant to the Arrangement, Non-Resident Holders (other than Dissenting Unitholders) who dispose of their REIT Units in exchange for the Arrangement Consideration per Unit will receive 0.3186 of a Choice Unit for each REIT Unit so disposed of. The cost to a Non-Resident Holder of each Choice Unit acquired under the Arrangement will generally be equal to the fair market value of such Choice Unit at the time of its acquisition. For the purpose of determining the adjusted cost base to a Non-Resident Holder of its Choice Units, the cost of such units will be averaged with the adjusted cost base of any Choice Units owned by the Non-Resident Holder as capital property immediately before the Effective Time. **Non-Resident Holders should consult with their own tax advisors regarding the Canadian income tax implications to them of acquiring, holding and disposing of Choice Units acquired by them pursuant to the terms of the Arrangement.**

Dissenting Unitholders

A Non-Resident Holder, who is a Dissenting Unitholder, will be entitled to receive the Special REIT Distributions and will be subject to the Canadian federal income tax considerations summarized under the headings "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – TAXATION OF HOLDERS NOT RESIDENT IN CANADA — SPECIAL REIT DISTRIBUTIONS*" of this Circular.

Under the Plan of Arrangement, a Dissenting Unitholder who validly exercises Dissent Rights will be deemed to transfer their Dissent Units to the Purchaser in consideration for the right to be paid the fair value of such Dissent Units determined in accordance with the Plan of Arrangement, as described in "*DISSENT RIGHTS*" of this Circular. Such transfer will constitute a disposition of such Dissent Units for Canadian income tax purposes. A Non-Resident Holder generally will not be subject to tax under the Tax Act in respect of a capital gain, or entitled to deduct any capital loss, realized upon such disposition of their Dissent Units.

Any interest awarded by a court to a Non-Resident Holder who is a Dissenting Unitholder will not be subject to tax under the Tax Act.

Tax Implications of the Transaction Structure

The foregoing income tax and withholding tax consequences applicable to the Special REIT Distributions and the disposition of REIT Units differ from the capital gain (or loss) that would ordinarily be realized by a Non-Resident Holder that disposes of its REIT Units on the TSX prior to the Effective Date. **Non-Resident Holders should consult their own tax advisors to determine the particular tax impacts to them of the Arrangement, having regard to their own particular circumstances, including as to whether to dispose of their REIT Units on the TSX with a settlement date prior to the Effective Date as an alternative to participating in the Arrangement.**

OTHER TAX CONSIDERATIONS

This Circular does not address any tax considerations of the Arrangement other than certain Canadian federal income tax considerations as described under "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS*" of this Circular. Unitholders who are resident or otherwise taxable in jurisdictions other than Canada should consult their own tax advisors

with respect to the tax implications of the Arrangement, including any associated filing requirements, in such jurisdictions. Unitholders should consult their own tax advisors regarding provincial, state, territorial, local, foreign or other tax considerations of the Arrangement.

INFORMATION CONCERNING THE REIT

Appendix "G" to this Circular sets forth additional information concerning the REIT.

INFORMATION CONCERNING ARRANGEMENTCO

ArrangementCo is a corporation incorporated by the REIT on April 13, 2026 under the federal Laws of Canada. ArrangementCo is a vehicle created for the purposes of the Arrangement and the transactions contemplated by the Arrangement Agreement. The registered and head office address of ArrangementCo is 85 Hanna Ave, Suite 400, Toronto, Ontario, M6K 3S3.

INFORMATION CONCERNING THE PURCHASER AND KINGSETT CAPITAL

The Purchaser is a limited partnership existing under the Laws of the Province of Manitoba. As of the date hereof, the Purchaser's only limited partner is KingSett and the general partner of the Purchaser is a wholly-owned subsidiary of KingSett Capital. The Purchaser is an acquisition vehicle for the purposes of the Arrangement and the transactions contemplated by the Arrangement Agreement. The Purchaser's principal place of business is located at Scotia Plaza, 40 King Street West, Suite 3700, Toronto, Ontario M5H 3Y2.

KingSett Capital is Canada's leading private equity real estate investment firm with over \$19 billion of assets under management. Since 2002, KingSett Capital has secured over \$27 billion in loan commitments and completed \$55 billion of transactions on behalf of its funds.

KingSett Capital offers a variety of equity and credit investment strategies in Canadian real estate. KingSett is the current vintage of the firm's flagship fund series, with flexibility to invest in all real estate asset types across the entire capital stack. The Growth Funds have collectively completed more than \$38 billion of transactions since 2002.

INFORMATION CONCERNING CHOICE

Appendix "H" to this Circular sets forth additional information concerning Choice. Appendix "I" to this Circular sets forth additional information concerning Choice post-Arrangement.

AMENDMENTS TO THE PLAN OF ARRANGEMENT

The Plan of Arrangement attached as Appendix "D" to this Circular reflects certain amendments made subsequent to the date of the Arrangement Agreement in accordance with the provisions thereof. Accordingly, the version of the Plan of Arrangement attached hereto supersedes the version appended as a schedule to the Arrangement Agreement filed on April 24, 2026 under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca.

RISK FACTORS

Unitholders should carefully consider all of the information disclosed or incorporated by reference in this Circular prior to voting on the matters being put before them at the Meeting. The Arrangement Consideration per Unit provided in the Arrangement includes Choice Consideration Units. Accordingly, a Unitholder will become a unitholder of Choice. As a result, Unitholders will be subject to all of the risks associated with the operations of Choice and Choice Subsidiaries and the industry in which such entities operate. Those risks include the risk factors described in the Choice AIF and the Choice Annual MD&A, both of which are incorporated by reference herein. The following risk factors are not a definitive list of all risk factors associated with the Arrangement. Additional risks and uncertainties, including those currently unknown or considered immaterial by the REIT, may also adversely affect the completion of the Arrangement and/or the value of the Choice Consideration Units, including the risk factors described under the heading "RISK FACTORS" in Appendix "G" to this Circular.

RISKS RELATED TO THE ARRANGEMENT

The Number of Choice Consideration Units per Unit is Fixed and Will Not Reflect any Change in the Market Value of Choice Units

Under the Arrangement, Unitholders will receive the Cash Consideration per Unit and 0.3186 of a Choice Unit for each REIT Unit held. This number of Choice Consideration Units per Unit is fixed and will not be adjusted to reflect any change in the market value of Choice Consideration Units that may occur prior to the Effective Date. The market value of Choice Units may vary significantly from the market value at the dates referenced in this Circular. Variations may occur as a result of changes in, or market perceptions of changes in, the business, operations or prospects of Choice, regulatory considerations, general market and economic conditions, and other factors over which neither the REIT nor Choice has any control.

The Arrangement is Subject to Satisfaction or Waiver of Several Conditions

The completion of the Arrangement is subject to a number of conditions precedent, certain of which are outside the control of the REIT, including, but not limited to, the receipt of the Final Order, the Unitholder Approval, the Required Regulatory Approvals, the Required Third Party Consents and holders of no more than 5% of the issued and outstanding REIT Units having exercised Dissent Rights which are not withdrawn prior to the Effective Date. There can be no certainty, nor can the REIT provide any assurance, that these conditions will be satisfied or waived, or if satisfied or waived, when they will be satisfied or waived. A substantial delay in obtaining satisfactory regulatory approvals and/or the imposition of unfavourable terms or conditions in any approvals to be obtained could, in certain circumstances, have a material adverse effect on the operations, financial condition or results of operations of the REIT or could result in the termination of the Arrangement Agreement. If the Arrangement is not completed, the current market price of the REIT Units may decline to the extent that the market price reflects a market assumption that the Arrangement will be completed. If the Arrangement is not completed and the Board subsequently pursues an alternative transaction, there can be no assurance that the REIT will be able to find a party willing to pay consideration for the REIT Units that is equivalent to, or more attractive than, the Arrangement Consideration payable pursuant to the Arrangement.

The Arrangement is Subject to the Unitholder Approval

Before the Arrangement can be completed, Unitholders must consider and, if deemed advisable, approve the Arrangement Resolution. There can be no assurance that the Unitholder Approval will be obtained. Failure to obtain the Unitholder Approval may result in a material delay in, or the abandonment of, the Arrangement. Any delay in completing the Arrangement may materially adversely affect the timing and amount of benefits that are expected to be achieved from the Arrangement.

Occurrence of a Material Adverse Effect in Respect of the REIT or Choice

The completion of the Arrangement is subject to the condition that, among other things, on or after the date of the Arrangement Agreement, there will not have occurred a Material Adverse Effect or a Choice Material Adverse Effect. Although a Material Adverse Effect and Choice Material Adverse Effect exclude certain events, including events in some cases that are beyond the control of the REIT or Choice, respectively, there can be no assurance that a Material Adverse Effect or a Choice Material Adverse Effect will not occur prior to the Effective Time. If such a Material Adverse Effect or Choice Material Adverse Effect occurs, the Arrangement may not proceed.

Financing Risk

There is a risk that the conditions set forth in the Purchaser Debt Commitment Letters and the Purchaser Equity Commitment Letters may not be satisfied or that other events may arise which could prevent the Purchaser Financing from being consummated. If the Purchaser Debt Financing and/or the Purchaser Equity Financing cannot be consummated or if other financing necessary to implement the steps contemplated by the Plan of Arrangement is not available on a timely basis, the Purchaser Cash Deposit and other amounts required to complete the Arrangement may not be funded as required by the Arrangement Agreement, and the KingSett Guaranteed Obligations may be insufficient to satisfy the Purchaser's payment obligations thereunder. In the event the Arrangement cannot be completed due to the failure of the Purchaser to fund the Purchaser Cash Deposit or otherwise satisfy its obligations under the Arrangement, provided that all other conditions have been satisfied or waived, the REIT may terminate the Arrangement Agreement. Alternatively, the REIT would be entitled to seek specific performance (including by seeking specific performance from the Purchaser to cause it to enforce its rights under the Purchaser Financing Commitments). If the Arrangement is not completed, the Unitholders will not receive the Arrangement Consideration per REIT Unit for their REIT Units. See "*THE ARRANGEMENT – SOURCES OF FUNDS*" of this Circular.

Uncertainty Surrounding the Arrangement Could Adversely Affect the REIT's Business Relationships and Employees

The Arrangement is dependent upon satisfaction of various conditions, and as a result, its completion is subject to uncertainty. In response to this uncertainty, the REIT's tenants, suppliers, JV Partners and other business counterparties may delay or defer decisions concerning the REIT, and the REIT's employees may experience uncertainty about their future roles. This uncertainty may also adversely affect the REIT's ability to attract or retain key management and personnel. The announcement and pendency of the Arrangement could also have an adverse impact on the REIT's existing and prospective business relationships with tenants, suppliers, lenders, JV Partners and other third parties. Any change, delay or deferral of those decisions by tenants, suppliers, lenders, JV Partners, or other counterparties, or any loss or disruption of employee services, could negatively impact the REIT's business, operations and prospects, regardless of whether the Arrangement is ultimately completed.

The Pending Arrangement May Divert the Attention of the REIT's Management

The pendency of the Arrangement could cause the attention of the REIT's management to be diverted from the day-to-day operations of the REIT and customers or suppliers may seek to modify or terminate their business relationships with the REIT. These disruptions could be exacerbated by any delay in the completion of the Arrangement and could have an adverse effect on the business, operating results or prospects of the REIT regardless of whether the Arrangement is ultimately completed.

Market Price of the REIT Units

If, for any reason, the Arrangement is not completed or its completion is materially delayed and/or the Arrangement Agreement is terminated, the market price of the REIT Units may be materially and adversely affected. The REIT's business, financial condition or results of operations could be subject to various material adverse consequences, including that the REIT would remain liable for significant costs relating to the Arrangement such as legal, accounting and printing expenses.

Termination of the Arrangement Agreement and Payment of the Termination Fee

Each of the REIT, the Purchaser and Choice has the right, in certain circumstances, to terminate the Arrangement Agreement. Accordingly, there can be no certainty, nor can the REIT provide any assurance, that the Arrangement Agreement will not be terminated by any of the REIT, the Purchaser or Choice prior to the completion of the Arrangement. In the event the Arrangement Agreement is terminated and the Arrangement is not consummated, the REIT may in certain circumstances be obligated to pay the Termination Fee to the Purchaser (on behalf of the Purchaser and Choice). In addition, the Termination Fee may discourage other parties from participating in an alternative transaction with the REIT even if those parties might be willing to offer greater value to the Unitholders than pursuant to the Arrangement. See "*THE ARRANGEMENT AGREEMENT – TERMINATION RIGHTS AND TERMINATION FEE*" of this Circular.

Restrictions on the REIT's Ability to Solicit Acquisition Proposals from Other Potential Purchasers

While the terms of the Arrangement Agreement permit the REIT to consider unsolicited, *bona fide* written Acquisition Proposals, subject to certain conditions, the Arrangement Agreement restricts the REIT from soliciting third parties to make

an Acquisition Proposal. While the Board may make a Change in Recommendation or authorize the REIT to enter into a definitive agreement with respect to an Acquisition Proposal that constitutes a Superior Proposal prior to the Unitholder Approval having been obtained, the Arrangement Agreement requires that in order to constitute a Superior Proposal, among other conditions, the Board determines in good faith (after consultation with outside legal counsel and financial advisors and taking into account all the terms and conditions of the Acquisition Proposal and all other relevant factors permitted by Law, including all legal, financial, regulatory, timing and other aspects of such Acquisition Proposal and the identity of the person or group of persons making such Acquisition Proposal), such Acquisition Proposal, if consummated in accordance with its terms (but without assuming away the risk of non-completion), would result in a transaction which is more favourable, from a financial point of view, to the Unitholders than the Arrangement. See *"THE ARRANGEMENT AGREEMENT – NON-SOLICITATION COVENANTS"* of this Circular.

While the Arrangement is Pending, the REIT is Restricted from Taking Certain Actions

Until the Arrangement is completed, the Arrangement Agreement restricts the REIT from taking certain specified actions without the consent of the Purchaser and Choice. Among other restrictions and subject to certain exceptions set forth in the Arrangement Agreement, the Arrangement Agreement restricts the ability of the REIT to issue or sell equity securities, incur additional indebtedness, and make acquisitions or dispositions other than in the Ordinary Course. These restrictions may prevent the REIT from pursuing certain business opportunities that may arise prior to the completion of the Arrangement. See *"THE ARRANGEMENT AGREEMENT – COVENANTS OF THE PARTIES"* of this Circular.

Fees, Costs and Expenses of the Arrangement

If the Arrangement is not completed, the Arrangement Agreement does not provide for the REIT to receive any reimbursement from the Purchaser or Choice for the fees, costs and expenses it has incurred in connection with the Arrangement (except that the Purchaser is required to reimburse the REIT for costs incurred in connection with the Purchaser Financing assistance obligations under Section 4.16 of the Arrangement Agreement and the Purchaser and Choice are required to reimburse the REIT for costs incurred in connection with the Retained Property LPs Formation and any Pre-Acquisition Reorganization, in each case whether or not the Arrangement is completed). Such fees, costs and expenses include legal fees, financial advisor fees, depository fees and printing and mailing costs, which will be payable whether or not the Arrangement is completed. The REIT currently expects such fees, costs and expenses in connection with the Arrangement will equal an aggregate of approximately \$35 million although actual fees, costs and expenses may be higher or lower than this estimate depending on, among other things, the nature and extent of work required to satisfy the conditions to closing, the time required to complete the Arrangement and other factors, some of which are beyond the control of the REIT.

The REIT's Trustees, Officers and Advisors May Have Interests in the Arrangement That are Different from Those of Unitholders

In considering the Arrangement and the unanimous recommendations of the Special Committee and the Board to vote in favour of the Arrangement Resolution, Unitholders should be aware that certain members of the Board and the senior officers of the REIT and RBC Capital Markets may have certain interests in connection with the Arrangement or may receive benefits that may differ from, or be in addition to, the interests of Unitholders, generally. See *"INTERESTS OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON"* of this Circular.

No Assurance of Continued REIT Unit Ownership Through Closing

As of the Record Date, the Trustees and executive officers of the REIT owned, in aggregate, approximately 0.57% of the issued and outstanding REIT Units. Pursuant to the Voting Support Agreements, each such Trustee and executive officer has agreed, subject to the terms and conditions therein, to vote their REIT Units in favour of the Arrangement Resolution. Under the Voting Support Agreements, each such Trustee and executive officer is restricted from transferring their REIT Units until the date on which satisfaction or, where not prohibited, waiver by the applicable Arrangement Parties of the conditions set out in Article 6 of the Arrangement Agreement occurs (the **"Condition Completion Date"**). From and after the Condition Completion Date, each such Trustee and executive officer is entitled to transfer and dispose of their REIT Units in the open market or otherwise, free from any restriction under their respective Voting Support Agreement. As such, there can be no assurance of any specific continued ownership of these individuals following the Condition Completion Date, regardless of whether the Arrangement proceeds to completion.

The REIT Has Not Verified the Reliability of the Information Regarding the Purchaser, KingSett, KingSett Capital or Choice Included in, or Which May Have Been Omitted from, this Circular

Unless otherwise indicated, all information regarding the Purchaser, KingSett, and KingSett Capital and their respective affiliates contained in this Circular has been provided by KingSett and the Purchaser and all information regarding Choice and its affiliates contained in this Circular has been derived from Choice's publicly disclosed information or otherwise provided by Choice. Although management of the REIT has no reason to doubt the accuracy or completeness of such information, any inaccuracy or material omission in Choice's publicly disclosed information or information otherwise provided by KingSett, the Purchaser or Choice, as applicable, including the information about or relating to the Purchaser, KingSett, KingSett Capital and Choice contained in this Circular, could result in unanticipated liabilities or expenses, increase the cost of integrating the entities or adversely affect the operational and development plans and results of operations and financial condition of the Purchaser and Choice following closing.

No Continued Benefit of REIT Unit Ownership

The Arrangement will result in the REIT no longer existing as a publicly-traded issuer and, as such, Unitholders will not benefit from any appreciation in the value of, or distributions on, their REIT Units after the completion of the Arrangement.

Risks Related to Securities Class Actions, Oppression Claims, Derivative Lawsuits and Other Legal Claims

The REIT, the Purchaser, KingSett, and Choice may be the target of securities class actions and derivative lawsuits which could result in substantial costs and may delay or prevent the Arrangement from being completed. Securities class action lawsuits, oppression and derivative lawsuits may be brought against companies that have entered into an agreement to acquire a public company or to be acquired. Third parties may also attempt to bring claims against the REIT, the Purchaser, KingSett, or Choice seeking to restrain the Arrangement or seeking monetary compensation or other remedies. Even if the lawsuits are without merit, defending against these claims can result in substantial costs and divert management time and resources. Additionally, if a plaintiff is successful in obtaining an injunction prohibiting consummation of the Arrangement, then that injunction may delay or prevent the Arrangement from being completed.

In addition, political and public attitudes towards the Arrangement could result in negative press coverage and other adverse public statements affecting the REIT. Adverse press coverage and other adverse statements could lead to investigations by regulators, legislators and law enforcement officials or in legal claims or otherwise negatively impact the ability of the REIT to conduct its business.

RISKS RELATED TO CHOICE AND CHOICE CONSIDERATION UNITS

For a discussion of the risk factors associated with Choice and the Choice Consideration Units, please refer to the risk factors described in the Choice AIF and the Choice Annual MD&A, incorporated by reference in this Circular.

RISKS RELATED TO THE REIT

If the Arrangement is not completed, the REIT will continue to face many of the risks that it currently faces with respect to its business and affairs. These risk factors are further detailed in the AIF and Q1 Interim MD&A, both filed under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca.

RISKS RELATED TO CERTAIN TAX MATTERS

The Arrangement Will Generally Be a Taxable Transaction

The Arrangement will result in a taxable disposition by Unitholders of their REIT Units. In addition, as part of the Arrangement, Unitholders (including Dissenting Unitholders) will be allocated Ordinary Income by the REIT on their REIT Units, as described below.

Allocation of Ordinary Income to Unitholders

The Arrangement will involve, directly or indirectly, the disposition by the REIT and/or the REIT Subsidiaries of certain real property assets, which dispositions will result in Ordinary Income (including the recapture of capital cost allowance previously claimed by the REIT and/or the REIT Subsidiaries) to the REIT in its taxation year ending on the Effective Date.

Ordinary Income realized by the REIT in its taxation year ending on the Effective Date will be allocated and distributed by the REIT to Unitholders as part of the Plan of Arrangement. See "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS*" of this Circular.

The tax treatment to Unitholders as a result of the allocation and distribution of such Ordinary Income under the Arrangement is expected to differ from what a Unitholder would experience on a sale of REIT Units on the TSX prior to the Effective Date, which would generally give rise only to a capital gain (or capital loss) without any separate allocation of Ordinary Income of the REIT. As a result, the after-tax proceeds to a Unitholder under the Arrangement may be less than those realized on a sale of REIT Units on the TSX. Certain Unitholders, including Non-Resident Holders, may want to consider disposing of their REIT Units on the TSX with a settlement date that is prior to the Effective Date, and should consult their own tax and investment advisors regarding this decision.

The amount of Ordinary Income that will ultimately be allocated to Unitholders may be affected by a number of factors, including, but not limited to, the timing of the Arrangement, the characterization of any gain (or loss) realized by the REIT or any of the REIT Subsidiaries on a disposition of property or assets as either a capital gain (or capital loss) or Ordinary Income (or loss), the amount of Ordinary Income realized by the REIT in the ordinary course in the taxation year that ends on the Effective Date, and certain tax attributes of the REIT and the REIT Subsidiaries.

INTERESTS OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

INTERESTS OF CERTAIN PERSONS IN THE ARRANGEMENT

In considering the determinations and recommendations of the Board with respect to the Arrangement, Unitholders should be aware that certain Trustees and senior officers of the REIT may have certain interests in connection with the Arrangement that differ from, or are in addition to, the interests of Unitholders generally. Other than as described below, none of the Trustees or senior officers of the REIT or, to the knowledge of such Trustees and senior officers, any of their respective associates or affiliates, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting.

Ownership of Securities by Trustees and Senior Officers

As of the Record Date, Trustees and executive officers of the REIT beneficially owned, directly or indirectly, or exercised control or direction over, in the aggregate 1,208,755 REIT Units, representing approximately 0.57% of the votes of all outstanding REIT Units on a non-diluted basis. Pursuant to the Voting Support Agreements, each such Trustee and executive officer has agreed, among other things, and subject to the terms and conditions thereof, to vote their REIT Units in favour of the Arrangement Resolution.

The REIT Units, Deferred Units, Performance Units, Restricted Units, Options, Cash-Settled Deferred Units, Cash-Settled Performance Units, Cash-Settled Restricted Units and Cash-Settled Phantom Units held by each Trustee and executive officer and other senior officers of the REIT are listed under "*INTERESTS OF CERTAIN PERSONS IN THE ARRANGEMENT – CONSIDERATION*" of this Circular. All such REIT Units, Incentive Securities and Cash-Settled Incentive Securities will be treated in the same manner under the Arrangement as those held by the other holders of such securities.

Subject to the completion of the Arrangement and as contemplated in the Arrangement Agreement and the Plan of Arrangement: (a) all unvested Deferred Units, unvested Performance Units and unvested Restricted Units will be accelerated in accordance with the Plan of Arrangement (including, in respect of the unvested Performance Units, after giving effect to the applicable Performance Factor); (b) all Deferred Units, Performance Units and Restricted Units that were issued prior to April 15, 2026 will be redeemed by the REIT and the holders thereof shall be entitled to receive \$19.24 in cash and 0.3186 of a Choice Unit for each such Deferred Unit, Performance Unit or Restricted Unit so redeemed and cancelled (subject to any applicable withholding); (c) all Deferred Units, Performance Units and Restricted Units, in each case, that were issued or issuable to the holder thereof on or after April 15, 2026 will be redeemed by the REIT and the holders thereof shall be entitled to receive \$24.25 in cash for each such Deferred Unit, Performance Unit or Restricted Unit so redeemed and cancelled (subject to any applicable withholding); (d) all Options, whether vested or unvested, will be cancelled and the holders thereof will be entitled to receive an amount in cash equal to the amount, if any, by which \$24.25 exceeds the exercise price payable pursuant to each such Option (subject to applicable withholding); and (e) all Cash-Settled Phantom Units will be settled in substantially the same manner as the Cash-Settled Performance Units and Cash-Settled Restricted Units (including, in respect of the applicable Cash-Settled Phantom Units, after giving effect to the applicable performance adjustment factor approved by the Board prior to the date of the Arrangement Agreement). See "*TREATMENT OF REIT SECURITIES*" of this Circular for additional information.

Retention Program

In connection with the Arrangement, the REIT has implemented a retention award pool in an aggregate amount of \$3 million for non-executive management employees, based on the recommendation of the Special Committee and the Compensation Committee of the Board and following advice received from Huggessen Consulting Inc. as compensation consultant. The retention program was established to incentivize the continued service of key non-executive management personnel through the completion of the Arrangement to support business continuity during the transition period and to recognize the significant additional efforts required of such personnel in connection with the Arrangement. Following the announcement of the Arrangement, the program was allocated to certain non-executive management employees at the discretion and determination of the REIT's executive management.

Employment Agreements

The senior officers of the REIT each have existing employment agreements with the REIT pursuant to which, among other matters, such senior officers would be entitled to receive payments in the event their employment with the REIT is terminated

without cause or if such senior officer resigns for "good reason" from their employment following completion of the Arrangement. In the event the Arrangement is completed and the aforementioned termination without cause or resignation provisions are triggered under such senior officers' respective employment agreements, such persons would be entitled to receive, as a group, an aggregate cash payment of approximately \$16,247,854, excluding the value of any entitlements in respect of Incentive Securities or Cash-Settled Incentive Securities that may be received under the Arrangement and as described above. Other than the accelerated vesting and treatment of Incentive Securities and Cash-Settled Incentive Securities described herein, no incremental payments or benefits are payable to any senior officer solely as a result of the Arrangement unless the senior officer is terminated without cause or resigns for "good reason" following the Arrangement. See the 2026 Circular for additional information regarding termination entitlements of certain executive officers.

Indemnification and Insurance

The Arrangement Agreement provides that the Purchaser and the REIT will indemnify and hold harmless each present and former trustee, director or officer of the REIT, the REIT Subsidiaries and any director, trustee and officer appointed by the REIT or any of the REIT Subsidiaries to the board or equivalent governing body of any JV Entity and the REIT's charitable foundation against any claims arising out of or related to such person's service prior to the Effective Time. The Arrangement Agreement also provides that, prior to the Effective Date, the REIT shall (at the REIT's expense) purchase and maintain customary "tail" policies of trustees' and officers' liability insurance, from a reputable third party insurer, providing protection no less advantageous in the aggregate than the protection provided by the policies maintained by the REIT and the REIT Subsidiaries which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date, for a period of not less than six years following the Effective Date; provided that in no event shall the Purchaser be required to pay annual premiums for such insurance in excess of 300% of the most recent annual premiums paid by the REIT.

Indebtedness

There are no amounts outstanding to the REIT in respect of indebtedness of the REIT's present and former Trustees or executive officers, or associates of any of the foregoing persons, during the REIT's last financial year, other than routine indebtedness.

Consideration

The following table sets forth the estimated value of the aggregate consideration to be received by the Trustees and senior officers of the REIT upon completion of the Arrangement in respect of the applicable securities of the REIT owned by such Trustees and senior officers, in each case before giving effect to applicable withholdings or reinvested distribution units for equivalent distributions required or permitted in accordance with the terms of the applicable Incentive Plans. See "TREATMENT OF REIT SECURITIES" of this Circular.

Name and Position	REIT Units (%)	Equity Awards					Estimated Total Consideration Value ⁽²⁾
		Options	Restricted Units	Performance Units ⁽¹⁾	Deferred Units	Cash-Settled Phantom Units ⁽¹⁾	
Trustees							
Vivian Abdelmessih, Trustee	-	-	-	-	9,392	-	\$229,153
Leonard Abramsky, Trustee	85,582 (0.040%)	-	-	-	45,091	-	\$3,188,424
Ian Clarke, Trustee	9,750 (0.005%)	-	-	-	55,801	-	\$1,599,453
Paul Douglas, Trustee (Chair)	80,000 (0.038%)	-	-	-	97,352	-	\$4,327,390

Name and Position	REIT Units (%)	Equity Awards					Estimated Total Consideration Value ⁽²⁾
		Options	Restricted Units	Performance Units ⁽¹⁾	Deferred Units	Cash-Settled Phantom Units ⁽¹⁾	
Dayna Gibbs, Trustee	10,115 (0.005%)	-	-	-	33,131	-	\$1,055,214
Ira Gluskin, Trustee	185,000 (0.087%)	-	-	-	35,328	-	\$5,375,998
Annalisa King, Trustee	14,621 (0.007%)	-	-	-	91,551	-	\$2,590,602
Aladin Mawani, Trustee	30,500 (0.014%)	-	-	-	80,531	-	\$2,709,155
Gary Whitelaw, Trustee	34,879 (0.016%)	-	-	-	9,392	-	\$1,080,201
Executive Officers and other Senior Management							
Elle Agourias, Chief Accounting Officer	28,717 (0.014%)	-	13,541	-	-	6,546	\$1,189,836
Neil Downey, Executive Vice President, Enterprise Strategies and Chief Financial Officer	80,481 (0.038%)	-	183,950	206,334	-	70,000	\$13,184,171
Carmine Francella, Senior Vice President, Real Estate Services	19,105 (0.009%)	371,270	65,973	123,449	-	37,693	\$7,603,512
Alison Harnick, Senior Vice President, General Counsel and Corporate Secretary	10,143 (0.005%)	206,576	41,567	79,373	-	32,308	\$4,866,738
Adam E. Paul, President and Chief Executive Officer	542,292 (0.255%)	3,285,445	278,023	501,679	-	201,027	\$51,150,062
Jordan Robins, Executive Vice President and Chief Operating Officer	103,240 (0.049%)	1,000,743	155,132	290,492	-	78,975	\$19,515,859

Name and Position	REIT Units (%)	Equity Awards					Estimated Total Consideration Value ⁽²⁾
		Options	Restricted Units	Performance Units ⁽¹⁾	Deferred Units	Cash-Settled Phantom Units ⁽¹⁾	
Simon Streeter, Chief Information Officer	2,178 (0.001%)	-	6,771	-	-	3,147	\$294,670
Michele Walkau, Senior Vice President, Brand and Culture	3,047 (0.001%)	70,947	31,964	59,621	-	16,154	\$3,038,031
Other Senior Officers							
Other Senior Officers ⁽³⁾	93,339 (0.044%)	-	153,465	-	-	65,209	\$7,603,336

⁽¹⁾ Inclusive of applicable Performance Factor.

⁽²⁾ Excludes all applicable tax withholdings and distribution equivalent securities to be credited or issued concurrently with the payment of the REIT's regular monthly distributions from the period beginning on May 4, 2026 to the Effective Time. Reflects an implied value equal to \$24.40 or the Arrangement Agreement Date Value (i.e., \$24.25), as applicable. See "THE ARRANGEMENT – TREATMENT OF REIT SECURITIES" of this Circular for additional information.

⁽³⁾ Reflects the aggregate number of REIT Units and Incentive Securities beneficially owned by, and the estimated value of the aggregate consideration payable to, all REIT Employees not listed under "Executive Officers and other Senior Management" above but who may constitute a "senior officer" for purposes of MI 61-101. No such REIT Employee, together with such REIT Employee's associated entities, beneficially owned, directly or indirectly, or exercised control or direction over, 1% or more of the outstanding REIT Units as of the Record Date.

INTERESTS OF CERTAIN INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed elsewhere in this Circular, the REIT is not aware of any informed person (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) of the REIT including, without limitation, any Trustee, executive officer or any person who, to the knowledge of the REIT, beneficially owns, directly or indirectly, or controls or exercises discretion over REIT Units carrying more than 10% of the votes attached to the REIT Units, or any associate or affiliate of any of the foregoing, having any material interest, direct or indirect, in any transaction since December 31, 2025 or in any proposed transaction that has materially affected or would materially affect the REIT or any of the REIT Subsidiaries. See "PRINCIPAL LEGAL MATTERS – SECURITIES LAWS MATTERS – MI 61-101 REQUIREMENTS" of this Circular.

OTHER BUSINESS

Management of the REIT is not aware of any matters intended to come before the Meeting other than those items of business set forth in the attached Notice of Special Meeting accompanying this Circular. If any other matters properly come before the Meeting, it is the intention of the persons named in the form of proxy to vote in respect of those matters in accordance with their judgment.

AUDITOR

Ernst & Young LLP, Chartered Professional Accountants, Licensed Public Accountants, located at 100 Adelaide St W, Toronto, Ontario M5H 0B3 is the REIT's auditor and has advised the REIT that it is independent with respect to the REIT within the meaning of the CPA Code of Professional Conduct of the Chartered Professional Accountants of Ontario. Ernst & Young LLP was first appointed as the REIT's auditor effective September 25, 2012.

ADDITIONAL INFORMATION

Additional information related to the REIT is available under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca and on the REIT's website, www.fcr.ca, including additional financial information about the REIT, which is provided in the Annual Financial Statements, Annual MD&A, Q1 Interim Financial Statements and Q1 Interim MD&A.

CONSENT OF RBC DOMINION SECURITIES INC.

May 21, 2026

To: The Board of Trustees of First Capital Real Estate Investment Trust (the "**REIT**")

We refer to the management information circular of the REIT dated May 21, 2026 (the "**Circular**"), relating to the proposed arrangement pursuant to the *Canada Business Corporations Act* and the *Trustee Act (Ontario)* involving the REIT, 17853335 Canada Inc., Premier Acquisition LP, KingSett Real Estate Growth LP No. 8 and Choice Properties Real Estate Investment Trust.

We hereby consent to the inclusion in the Circular of our fairness opinion dated April 15, 2026 (the "**RBC Fairness Opinion**"), as Appendix "E" to the Circular, a summary thereof and references thereto and to our firm name, and to the filing of the RBC Fairness Opinion in the Circular with applicable Canadian securities regulatory authorities. The RBC Fairness Opinion was given as of April 15, 2026 and remains based upon and subject to the assumptions, qualifications and limitations contained therein. In providing our consent, we do not intend that any person other than the Board of Trustees of the REIT and the Special Committee of the Board of Trustees of the REIT shall be entitled to rely upon our opinion.

RBC Dominion Securities Inc.

RBC Dominion Securities Inc.

CONSENT OF NATIONAL BANK FINANCIAL INC.

May 21, 2026

To: The Board of Trustees of First Capital Real Estate Investment Trust (the "**REIT**")

We refer to the management information circular of the REIT dated May 21, 2026 (the "**Circular**"), relating to the proposed arrangement pursuant to the *Canada Business Corporations Act* and the *Trustee Act (Ontario)* involving the REIT, 17853335 Canada Inc., Premier Acquisition LP, KingSett Real Estate Growth LP No. 8 and Choice Properties Real Estate Investment Trust.

We hereby consent to the inclusion in the Circular of our fairness opinion dated April 15, 2026 (the "**NBCM Fairness Opinion**"), as Appendix "F" to the Circular, a summary thereof and references thereto and to our firm name, and to the filing of the NBCM Fairness Opinion in the Circular with applicable Canadian securities regulatory authorities. The NBCM Fairness Opinion was given as of April 15, 2026 and remains based upon and subject to the assumptions, qualifications and limitations contained therein. In providing our consent, we do not intend that any person other than the Board of Trustees of the REIT and the Special Committee of the Board of Trustees of the REIT shall be entitled to rely upon our opinion.

A handwritten signature in black ink that reads "National Bank Financial Inc." in a cursive, flowing script.

National Bank Financial Inc.

APPROVAL OF THE BOARD OF TRUSTEES

The contents and sending of the Notice of Special Meeting of Unitholders and this Circular have been approved by the Board.

By Order of the Board of Trustees,

(Signed) "Adam E. Paul"

Adam E. Paul
President and Chief Executive Officer

May 21, 2026
Toronto, Ontario

GLOSSARY OF TERMS

"1% Exemption" has the meaning set out in *"PRINCIPAL LEGAL MATTERS – SECURITIES LAWS MATTERS – MI 61-101 REQUIREMENTS"*.

"2005 Master Indenture" means the trust indenture dated June 21, 2005 between First Capital Realty Inc. (as predecessor to the REIT) and Computershare Trust Company of Canada, as supplemented from time to time.

"2020 Master Indenture" means the trust indenture dated May 25, 2020 between the REIT and Computershare Trust Company of Canada, as supplemented from time to time.

"2026 Circular" means the management information circular dated March 16, 2026, in respect of the REIT's annual and special meeting of unitholders held on April 14, 2026.

"Acceptable Confidentiality Agreement" means a confidentiality and standstill agreement on terms that are no more favourable, in the aggregate, to the counterparty than those contained in the KingSett Confidentiality Agreement (as defined in the Arrangement Agreement); provided that such agreement may not include any provision calling for an exclusive right to negotiate with the REIT or the Board or any committee thereof and may not restrict the REIT from otherwise complying with Article 5 of the Arrangement Agreement, and provided further that such agreement may permit the counterparty to such agreement to make a non-public Acquisition Proposal or Superior Proposal to the Board or any committee thereof.

"Acquisition Proposal" means, other than the transactions contemplated by the Arrangement Agreement and other than any transaction involving only the REIT or one or more of the wholly-owned REIT Subsidiaries, any offer, proposal, inquiry or expression of interest (written or oral) from any person or group of persons other than the Purchaser or Choice (or any affiliate of the Purchaser or Choice or any person acting jointly or in concert with the Purchaser or Choice or any affiliate of the Purchaser or Choice) after the date of the Arrangement Agreement relating to, in each case whether in a single transaction or a series of related transactions:

- (a) any direct or indirect sale, disposition or joint venture (or any lease, license or other arrangement having the same economic effect as a sale) (i) of assets representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated annual revenue of the REIT, or (ii) of or involving 20% or more of the voting or equity securities (or rights or interests in such voting or equity securities, including securities convertible into or exercisable or exchangeable for such voting or equity securities) of the REIT or any of the REIT Subsidiaries whose assets, individually or in the aggregate, represent 20% or more of the consolidated assets or contribute 20% or more of the consolidated annual revenue of the REIT;
- (b) any direct or indirect take-over bid, tender offer, exchange offer, treasury issuance or other similar transaction that, if consummated, would result in such person or group of persons directly or indirectly beneficially owning 20% or more of any class of voting or equity securities (or rights or interests in such voting or equity securities, including securities convertible into or exercisable or exchangeable for such voting or equity securities) of the REIT or any of the REIT Subsidiaries whose assets, individually or in the aggregate, represent 20% or more of the consolidated assets or contribute 20% or more of the consolidated annual revenue of the REIT;
- (c) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or winding up involving the REIT or any of the REIT Subsidiaries whose assets, individually or in the aggregate, represent 20% or more of the consolidated assets or contribute 20% or more of the consolidated annual revenue of the REIT; or
- (d) any other transaction or series of transactions involving the REIT or any of the REIT Subsidiaries that would have the same effect as the foregoing,

and, for purposes of the foregoing, the consolidated assets and consolidated annual revenue shall be determined based upon the most recent publicly available consolidated financial statements of the REIT.

"Adjusted EBITDA" has the meaning specified in the Annual MD&A.

"affiliate" has the meaning specified in National Instrument 45-106 – *Prospectus Exemptions* as in effect on the date of the Arrangement Agreement.

"**AIF**" means the annual information form of the REIT dated February 10, 2026 for the year ended December 31, 2025.

"**allowable capital loss**" has the meaning set out in "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – TAXATION OF HOLDERS RESIDENT IN CANADA – TAXATION OF CAPITAL GAINS AND CAPITAL LOSSES*".

"**Alternative Financing**" has the meaning set out in "*THE ARRANGEMENT AGREEMENT – COVENANTS OF THE PARTIES – FINANCING ARRANGEMENTS*".

"**Annual Financial Statements**" means the audited financial statements of the REIT as at and for the years ended December 31, 2025 and December 31, 2024, together with the notes thereto and the auditor's report thereon.

"**Annual MD&A**" means the management's discussion and analysis of the REIT for the year ended December 31, 2025.

"**ARC**" means an advance ruling certificate issued under Section 102(1) of the Competition Act.

"**Arrangement**" means an arrangement under Section 192 of the CBCA and Section 60 of the Trustee Act on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the Arrangement Agreement or the Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Arrangement Parties, each acting reasonably.

"**Arrangement Agreement**" means the arrangement agreement dated as of April 16, 2026 between the REIT, ArrangementCo, the Purchaser, KingSett and Choice, including the schedules thereto, providing for, among other things, the Arrangement, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"**Arrangement Agreement Date Value**" means \$24.25.

"**Arrangement Cash Consideration**" means an amount, in cash, equal to the sum of (a) the product obtained when the Cash Consideration per Unit is multiplied by the number of Partly Diluted REIT Units (as defined in the Plan of Arrangement), and (b) the aggregate amount payable to holders of Cash-Settled Incentive Securities pursuant to the Plan of Arrangement which aggregate amount shall be set out in the Pre-Closing Notice.

"**Arrangement Consideration**" means, collectively, the Arrangement Cash Consideration and the Choice Consideration Units.

"**Arrangement Consideration per Unit**" means the total consideration per REIT Unit to be received by a Unitholder (other than Dissenting Unitholders in respect of their Dissent Units) pursuant to the Arrangement, consisting of the Cash Consideration per Unit and the Choice Consideration Units per Unit.

"**Arrangement Parties**" means, the REIT, ArrangementCo, the Purchaser and Choice, and "**Arrangement Party**" means any one of them.

"**Arrangement Resolution**" means the special resolution of Unitholders approving the Plan of Arrangement to be considered at the Meeting, substantially in the form set out in Appendix "A" to this Circular.

"**ArrangementCo**" means 17853335 Canada Inc.

"**Articles of Arrangement**" means the articles of arrangement in the prescribed form in respect of the Arrangement required by the CBCA to be sent to the Director after the Final Order is made, which shall be in form and substance satisfactory to the Arrangement Parties, each acting reasonably.

"**associate**" when used to indicate a relationship with a person or company, has the meaning specified in the *Securities Act* (Ontario).

"Authorization" means, with respect to any person, any order, certification, registration, permit, approval, consent, waiver, license or similar authorization of any Governmental Entity that is binding upon or applicable to such person, or its business, assets or securities.

"Beneficial Unitholder" has the meaning set out in *"GENERAL PROXY MATTERS – VOTING INFORMATION"*.

"Board" means the board of trustees of the REIT as constituted from time to time.

"Board Recommendation" means the statement of the Board set out in this Circular that the Board, after consulting with outside legal counsel and financial advisors, unanimously determined that the Arrangement is fair, from a financial point of view, to Unitholders (other than KingSett and its affiliates) and the Arrangement is in the best interests of the Unitholders (other than KingSett and its affiliates), and unanimously recommends that Unitholders vote their REIT Units in favour of the Arrangement Resolution.

"Broadridge" means Broadridge Financial Solutions, Inc.

"Business Day" means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario.

"Cash Consideration per Unit" means an amount in cash equal to \$19.24 per REIT Unit, consisting of the sum of the Special Cash Distribution per Unit, the Special Note Distribution per Unit and the Net Cash Proceeds per Unit.

"Cash-Settled Deferred Units" means Deferred Units issued or issuable on or after the Cash-Settlement Cut-Off Date, including, for greater certainty, "distribution equivalent" Deferred Units issued or that are issuable in respect of distributions declared by the REIT on the REIT Units on or after the Cash-Settlement Cut-Off Date.

"Cash-Settled Incentive Securities" means, collectively, Options, Cash-Settled Deferred Units, Cash-Settled Performance Units, Cash-Settled Restricted Units, and Cash-Settled Phantom Units.

"Cash-Settled Performance Units" means Performance Units issued or issuable on or after the Cash-Settlement Cut-Off Date, including, for greater certainty, "distribution equivalent" Performance Units issued or that are issuable in respect of distributions declared by the REIT on the REIT Units on or after the Cash-Settlement Cut-Off Date.

"Cash-Settled Phantom Units" means the Incentive Security grants approved but not issued, as identified in the REIT Disclosure Letter.

"Cash-Settled Restricted Units" means Restricted Units issued or issuable on or after the Cash-Settlement Cut-Off Date, including, for greater certainty, "distribution equivalent" Restricted Units issued or that are issuable in respect of distributions declared by the REIT on the REIT Units on or after the Cash-Settlement Cut-Off Date.

"Cash-Settlement Cut-Off Date" means April 15, 2026.

"CBCA" means the *Canada Business Corporations Act*.

"CDS" means CDS Clearing and Depository Services Inc., together with its successors from time to time.

"Certificate Delivery" has the meaning set out in *"DISSENT RIGHTS"*.

"Certificate of Arrangement" means the certificate of arrangement to be issued by the Director pursuant to Subsection 192(7) of the CBCA in respect of the Articles of Arrangement.

"Change in Recommendation" has the meaning set out in *"THE ARRANGEMENT AGREEMENT– TERMINATION RIGHTS AND TERMINATION FEE – TERMINATION"*.

"Choice" means Choice Properties Real Estate Investment Trust.

"Choice 2025 Annual Report" means the annual consolidated financial statements and management's discussion and analysis for the year ended December 31, 2025.

"Choice Acquisition Properties" means the Properties identified to the REIT in writing by Choice and the Purchaser, which will be acquired on the Effective Date by the Choice Property Purchasers from the Choice Property Sellers pursuant to the Choice Purchase Agreement in accordance with the Arrangement Agreement and the Plan of Arrangement.

"Choice Advance Notice Provision" has the meaning set out in Appendix "H".

"Choice AIF" means the annual information form of Choice dated February 18, 2026 for the year ended December 31, 2025.

"Choice Annual MD&A" means the management's discussion and analysis of Choice for the year ended December 31, 2025.

"Choice Board" means the board of trustees of Choice.

"Choice Cash Deposit" means an amount, in cash, equal to (a) \$3,946,448,877, *minus* (b) the sum of (i) the aggregate amount of the REIT Subsidiary Notes and (ii) the Choice Property Mortgages Amount, which net amount shall be set out in the Pre-Closing Notice.

"Choice Closing Market Price" has the meaning set out in Appendix "H".

"Choice Competition Act Approval" means the occurrence of one or more of the following with respect to the transactions contemplated by the Choice Purchase Agreement: (a) an ARC shall have been received; or (b) both of (i) the relevant waiting period, including any extension of such waiting period, under Section 123 of the Competition Act shall have expired or been terminated or the notification requirement shall have been waived pursuant to Section 113(c) of the Competition Act; and (ii) unless such requirement is waived in writing by Choice, the Commissioner shall have issued (and not rescinded or amended) a No-Action Letter.

"Choice Consideration Units" means 68,600,000 Choice Units, forming part of the Arrangement Consideration, to be issued in accordance with the Plan of Arrangement.

"Choice Consideration Units per Unit" means 0.3186 of a Choice Unit.

"Choice Debenture Assumption Transactions" means the transactions specified in the Pre-Closing Notice giving effect to the Debenture Assumption (as defined in the Arrangement Agreement) to be entered into by, among others, the applicable Choice Property Purchasers specified in the Pre-Closing Notice and Choice pursuant to which Choice, among others, shall assume and perform all of the liabilities and obligations under the Debentures outstanding as of the Effective Date, in each case in accordance with the terms of the applicable Indentures, all as more specifically provided for in the Plan of Arrangement.

"Choice Debentures" means, collectively, the Choice Series H Debentures, the Choice Series L Debentures, the Choice Series M Debentures, the Choice Series N Debentures, the Choice Series O Debentures, the Choice Series P Debentures, the Choice Series Q Debentures, the Choice Series R Debentures, the Choice Series S Debentures, the Choice Series T Debentures, the Choice Series U Debentures, the Choice Series V Debentures, the Choice Series W Debentures and the Choice Series X Debentures.

"Choice Declaration of Trust" means the declaration of trust of Choice dated as of April 30, 2021, and as further amended from time to time, which is governed by the Laws of the Province of Ontario.

"Choice Deferred Income Plans" means, collectively, trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, deferred profit sharing plans, registered disability savings plans and tax-free savings accounts, each as described in the Tax Act.

"Choice Deferred Unit Plan" means the deferred unit plan of Choice adopted effective July 2013, as amended.

"Choice Deferred Units" means deferred units issued pursuant to the Choice Deferred Unit Plan.

"Choice DRIP" means the distribution reinvestment plan adopted by Choice for Choice Unitholders that may be in effect from time to time.

"Choice Exchange Agreement" means the exchange agreement dated as at July 5, 2013 and entered into by Choice, CPLP, and each holder of a Class B LP Unit, and each additional person who becomes, from time to time, a holder of Class B LP Units, as may be amended, supplemented or restated from time to time, and as described under "Material Contracts — Exchange Agreement" in the Choice AIF.

"Choice Exchangeable Units" means the Class B LP Units which are exchangeable for Choice Units at the option of the holder in accordance with the terms of the Choice LPA and the Choice Exchange Agreement.

"Choice Funds" means, at any time, the funds held by the Depositary pursuant to the Depositary Agreement for or on behalf of the Choice at such time, including in accordance with the directions set forth in Section 3.1 of the Plan of Arrangement.

"Choice General Partner" means Choice Properties GP Inc., a corporation incorporated under the Laws of the Province of Ontario, being the general partner of CPLP.

"Choice Indenture" means the trust indenture entered into between Choice and the Choice Indenture Trustee, dated as at July 5, 2013, pursuant to which the Choice Debentures have been created and issued.

"Choice Indenture Trustee" means Computershare Advantage Trust of Canada (formerly known as BNY Trust Company of Canada), for the Choice Debentures.

"Choice Limited Partners" mean, collectively, Choice (which owns all of the Class A LP Units) and GWL (which, directly or indirectly, owns all of the Class B LP Units) and **"Choice Limited Partner"** means any one of them.

"Choice LPA" means the amended and restated limited partnership agreement of CPLP, as it may be further amended, supplemented or restated from time to time.

"Choice Market Price" has the meaning set out in Appendix "H".

"Choice Material Adverse Effect" has the meaning specified in Section 1.1 of the Arrangement Agreement.

"Choice NCIB" has the meaning set out in Appendix "H".

"Choice Nominating Unitholder" has the meaning set out in Appendix "H".

"Choice Notice Date" has the meaning set out in Appendix "H".

"Choice Preferred Units" means preferred units of Choice that may be created in the future, and **"Choice Preferred Unit"** means any one of them.

"Choice Properties Cash Proceeds" means an amount, in cash, equal to the sum of (a) the Choice Cash Deposit and (b) the Choice Units Subscription Amount.

"Choice Properties Purchase Price" means the aggregate purchase price payable by the Choice Property Purchasers for the purchase of the Choice Purchased Assets from the Choice Property Sellers pursuant to the Choice Purchase Agreement, consisting of the Choice Properties Purchase Price Fixed Portion (as defined in the Plan of Arrangement) and the Choice Properties Purchase Price Variable Portion (as defined in the Plan of Arrangement).

"Choice Properties Sale" has the meaning set out in *"THE ARRANGEMENT – ARRANGEMENT MECHANICS"*.

"Choice Property Mortgages" means the credit agreements, commitment letters, hypothecs, trust indentures, mortgages, charges and related security documents with respect to the loans which are secured by the Choice Acquisition Properties, unless otherwise specified in the Pre-Closing Notice.

"Choice Property Mortgages Amount" means the outstanding principal amount owing under the Choice Property Mortgages at the commencement of the Effective Date, as confirmed by the REIT to the Purchaser and Choice and set out in the Pre-Closing Notice.

"Choice Property Purchasers" means those Subsidiaries of Choice specified in the Pre-Closing Notice.

"Choice Property Sellers" means the REIT Subsidiaries that are the beneficial owners of the Choice Acquisition Properties or the shareholders of the Purchased Equity Interests immediately prior to the Effective Time, as confirmed by the REIT to the Purchaser and Choice and set out in the Pre-Closing Notice.

"Choice Purchase Agreement" means the asset purchase agreement to be entered into between the REIT and Choice on or before the Effective Date, and effective on the Effective Date, providing for the acquisition by the Choice Property Purchasers, and the sale by the Choice Property Sellers, of the Choice Purchased Assets on the Effective Date, such asset purchase agreement to be in substantially the form last delivered to the REIT prior to the date of the Arrangement Agreement, subject to such changes as may be permitted under the Arrangement Agreement.

"Choice Purchased Assets" means, collectively, (a) the Choice Acquisition Properties and assets related thereto, and (b) the Purchased Equity Interests, in each case to be acquired by the Choice Property Purchasers from the Choice Property Sellers under the Choice Purchase Agreement.

"Choice Redemption Date" has the meaning set out in Appendix "H".

"Choice Redemption Price" has the meaning set out in Appendix "H".

"Choice Reimbursement Distribution Amount" has the meaning set out in Appendix "H".

"Choice Selected Amount" has the meaning set out in Appendix "H".

"Choice Series H Debentures" means the \$100 million aggregate principal amount of 5.268% Series H senior unsecured debentures of Choice due March 7, 2046.

"Choice Series L Debentures" means the \$750 million aggregate principal amount of 4.178% Series L senior unsecured debentures of Choice due March 8, 2028.

"Choice Series M Debentures" means the \$750 million aggregate principal amount of 3.532% Series M senior unsecured debentures of Choice due June 11, 2029.

"Choice Series N Debentures" means the \$400 million aggregate principal amount of 2.981% Series N senior unsecured debentures of Choice due March 4, 2030.

"Choice Series O Debentures" means the \$100 million aggregate principal amount of 3.827% Series O senior unsecured debentures of Choice due March 4, 2050.

"Choice Series P Debentures" means the \$500 million aggregate principal amount of 2.848% Series P senior unsecured debentures of Choice due May 21, 2027.

"Choice Series Q Debentures" means the \$350 million aggregate principal amount of 2.456% Series Q senior unsecured debentures of Choice due November 30, 2026.

"Choice Series R Debentures" means the \$500 million aggregate principal amount of 6.003% Series R senior unsecured debentures of Choice due June 24, 2032.

"Choice Series S Debentures" means the \$550 million aggregate principal amount of 5.400% Series S senior unsecured debentures of Choice due March 1, 2033.

"Choice Series T Debentures" means the \$350 million aggregate principal amount of 5.699% Series T senior unsecured debentures of Choice due February 28, 2034.

"Choice Series U Debentures" means the \$500 million aggregate principal amount of 5.030% Series U senior unsecured debentures of Choice due February 28, 2031.

"Choice Series V Debentures" means the \$300 million aggregate principal amount of 4.293% Series V senior unsecured debentures of Choice due January 16, 2030.

"Choice Series W Debentures" means the \$350 million aggregate principal amount of 4.628% Series W senior unsecured debentures of Choice due August 8, 2035.

"Choice Series X Debentures" means the \$150 million aggregate principal amount of 5.369% Series X senior unsecured debentures of Choice due August 8, 2055.

"Choice Special Voting Unit" means special voting units of Choice issued in tandem with the issuance of Class B LP Units, each of which entitles the holder thereof to receive notice of, to attend, and to cast one vote at all meetings of Choice Voting Unitholders or in respect of any resolution in writing of Choice Voting Unitholders, but does not entitle the holder to any economic interest in Choice.

"Choice Subsidiary" means any Subsidiary of Choice, including for greater certainty, any Subsidiary of Choice that is formed after the date of the Arrangement Agreement.

"Choice Subsidiary Notes" means promissory notes of CPLP or, a trust all of the units of which, or a corporation all of the shares of which, are owned directly or indirectly by Choice or another entity that would be consolidated with Choice under generally accepted accounting principles in Canada (including IFRS) as in effect from time to time and as adopted by the Choice Trustees, having a maturity date and interest rate, as applicable, determined by the Choice Trustees at the time of issuance.

"Choice Supplemental Indenture" means the supplemental indenture or supplemental indentures, as applicable, in form and content satisfactory to each of Choice, the Purchaser, the REIT and the Debenture Trustee, each acting reasonably, to be entered into by Choice, the Purchaser, the REIT and the Debenture Trustee effective as of the specified time pursuant to the Choice Debenture Assumption Transactions, providing for the assumption and performance by Choice of the discharge and performance of all of the liabilities and obligations under the Debentures and the release of the REIT and its Subsidiaries therefrom.

"Choice Trustees" means, as of any particular time, all of the trustees holding office under and in accordance with the Choice Declaration of Trust, in their capacity as trustees, and **"Choice Trustee"** means any one of them.

"Choice Unit" means a participating unit of interest in Choice designated as a "Trust Unit" and issued pursuant to the Choice Declaration of Trust and having the attributes described therein, and for greater certainty includes the Choice Consideration Units to be issued in accordance with the Arrangement Agreement and the Plan of Arrangement.

"Choice Unitholders" means holders of Choice Units, and **"Choice Unitholder"** means any one of them.

"Choice Units Subscription Amount" means the amount equal to the product obtained when (a) 68,600,000 is multiplied by (b) the Choice Units Subscription Amount per Unit, which aggregate amount shall be set out in the Pre-Closing Notice.

"Choice Units Subscription Amount per Unit" means the trading price of the Choice Units on the TSX at the close of trading on the second-last trading day immediately prior to the Effective Date, or such other estimated fair market value of a Choice Unit as may be specified in the Pre-Closing Notice.

"Choice Voting Unitholders" means, collectively, holders of Choice Units and Choice Special Voting Units.

"Choice Voting Units" means, collectively, the Choice Units and the Choice Special Voting Units, and **"Choice Voting Unit"** means any one of them.

"Circular" means this management information circular dated May 21, 2026, together with all appendices hereto and documents incorporated herein by reference, distributed by the REIT in connection with the Meeting.

"Class A LP Preferred Distribution" has the meaning set out in Appendix "H".

"Class A LP Units" means a unit of interest in CPLP designated as a Class A LP Unit and having the rights and attributes described in the Choice LPA with respect thereto.

"Class B LP Units" or **"Class B Units of CPLP"** means a unit of interest in the capital of CPLP designated as a Class B LP Unit and having the rights and attributes described in the Choice LPA, including the right of a holder to exchange such unit for a Choice Unit. The Class B LP Units are, in all material respects, economically equivalent to the Choice Units on a per unit basis.

"Commissioner" means the Commissioner of Competition appointed under the Competition Act and includes a person duly authorized to exercise the powers and to perform the duties of the Commissioner.

"Compensation Committee" means the compensation committee of the Board appointed to, among other things, conduct a review of the retention and compensation arrangements of the members of senior management and certain key employees of the REIT.

"Competition Act" means the *Competition Act* (Canada).

"Condition Completion Date" has the meaning set out in *"RISK FACTORS– RISKS RELATED TO THE ARRANGEMENT – NO ASSURANCE OF CONTINUED REIT UNIT OWNERSHIP THROUGH CLOSING"*.

"Confidentiality Agreements" means, together, the Choice Confidentiality Agreement and the KingSett Confidentiality Agreement (each as defined in the Plan of Arrangement).

"Constating Documents" means (a) with respect to any person that is a corporation, its articles or certificate of incorporation, amalgamation or continuation, as applicable, or memorandum and articles of association, as the case may be, and by-laws, (b) with respect to any person that is a trust, its declaration or agreement of trust, (c) with respect to any person that is a partnership, its certificate of partnership and partnership agreement, or (d) with respect to any person that is similar to but not set out in (a) through (c) of this definition, its other applicable governing instruments, and all amendments thereto.

"Contract" means any legally binding agreement, commitment, engagement, contract, instrument, license, lease, obligation or undertaking, written or oral, to which, unless otherwise specified, the REIT, any of the REIT Subsidiaries or any of the JV Entities is a party or by which the REIT, any of the REIT Subsidiaries or any of the JV Entities is bound or affected or to which any of their respective properties or assets is subject.

"Court" means the Ontario Superior Court of Justice (Commercial List).

"CPLP" means Choice Properties Limited Partnership, a limited partnership formed under the Laws of the Province of Ontario.

"CPLP Reimbursement Distribution Amount" has the meaning set out in Appendix "H".

"D&O Insurance" has the meaning set out in *"THE ARRANGEMENT AGREEMENT – COVENANTS OF THE PARTIES – INSURANCE AND INDEMNIFICATION"*.

"Data Room" means the material contained in the virtual data room established by the REIT as at 5:00 p.m. on the day prior to the date of the Arrangement Agreement, the index of documents of which is appended to the REIT Disclosure Letter.

"Debenture Trustee" means Computershare Trust Company of Canada, in its capacity as trustee for and on behalf of the holders of the Debentures.

"Debentures" means, collectively, the Series V Debentures, the Series U Debentures, the Series A Debentures, the Series B Debentures, the Series C Debentures, the Series D Debentures, the Series E Debentures, the Series F Debentures and the Series G Debentures.

"Deferred Unit" means a deferred trust unit granted under the Deferred Unit Plan.

"Deferred Unit Plan" means the third amended and restated deferred trust unit plan of the REIT dated April 2, 2024, as the same may be amended, supplemented or otherwise modified from time to time.

"Demand for Payment" has the meaning set out in *"DISSENT RIGHTS"*.

"Depository" means Computershare Investor Services Inc. or such other person as the REIT may, with the approval of the Purchaser and Choice, each acting reasonably, appoint to act as depository in connection with the Arrangement.

"Depository Agreement" means the agreement to be entered into between the Depository and the Arrangement Parties prior to the Effective Date (the terms and conditions of which shall be satisfactory to the Arrangement Parties, each acting reasonably), providing for the receipt and distribution by the Depository of the Arrangement Consideration in accordance with the Plan of Arrangement.

"Desjardins" means Fédération des caisses Desjardins du Québec.

"Director" means the Director appointed pursuant to Section 260 of the CBCA.

"Dissent Notice" has the meaning set out in *"DISSENT RIGHTS"*.

"Dissent Procedures" has the meaning set out in *"DISSENT RIGHTS"*.

"Dissent Rights" mean rights of dissent which may be exercised by Registered Unitholders as at the Record Date in connection with the Arrangement pursuant to and in accordance with section 190 of the CBCA, as modified by the Interim Order and Section 4.1 of the Plan of Arrangement.

"Dissent Unit" means a REIT Unit held by a Dissenting Unitholder in respect of which the Unitholder has duly and validly exercised Dissent Rights in strict compliance with the Dissent Procedures and not withdrawn (or been deemed to have withdrawn) such duly and validly exercised Dissent Rights prior to the Effective Time.

"Dissent Unit Transfer Time" has the meaning specified in Section 4.1(2) of the Plan of Arrangement.

"Dissenting Unitholder" means a registered holder of REIT Units as at the Record Date who has duly and validly exercised Dissent Rights in respect of the Arrangement in strict compliance with the Dissent Procedures who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, and who is ultimately determined to be entitled to be paid the fair value, determined in accordance with the Plan of Arrangement, of his, her or its REIT Units in respect of which such Unitholder has duly and validly exercised Dissent Rights.

"Distributing Parent LP" has the meaning set out in *"THE ARRANGEMENT – ARRANGEMENT MECHANICS"*.

"Distributing REIT Subsidiary Corporation" means a Choice Property Seller that is a corporation, all of the shares of which are owned by the REIT or by a REIT Subsidiary.

"Distributing REIT Subsidiary LP" means a REIT Subsidiary LP other than an Excluded LP (as defined in the Plan of Arrangement).

"Distributing REIT Sub-trust" means each of FCHT, First Capital Depositary Trust, and any other REIT Sub-trust specified in the Pre-Closing Notice.

"Distributing Subsidiary LP" has the meaning set out in *"THE ARRANGEMENT – ARRANGEMENT MECHANICS"*.

"DRS" means the Direct Registration System and **"DRS Advice"** means a Direct Registration System advice or statement.

"EBITDA" has the meaning specified in the Annual MD&A.

"Effective Date" means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

"Effective Time" has the meaning specified in the Plan of Arrangement.

"Employee Plans" has the meaning specified in Section 41(a) of Schedule "C" to the Arrangement Agreement.

"Employee Unit Purchase Plan" means the employee unit purchase plan of the REIT dated December 30, 2019, as the same may be amended, supplemented or otherwise modified from time to time.

"Exclusivity Period" has the meaning set out in *"BACKGROUND TO THE ARRANGEMENT – BACKGROUND TO THE ARRANGEMENT"*.

"Existing Mortgages" means the credit agreements, commitment letters, hypothecs, trust indentures, mortgages, charges and related security documents with respect to the loans listed in Section 3.1(31) of the REIT Disclosure Letter.

"FCHT" means First Capital Holdings Trust, a trust formed under the Laws of the Province of Ontario.

"FCHT Note" means the interest-bearing promissory note issued by FCHT to the REIT pursuant to Section 3.1 of the Plan of Arrangement, with a principal amount equal to the amount of the FCHT Loan (as defined in the Plan of Arrangement).

"FCRI LP" means FCRI Properties LP, a limited partnership formed under the Laws of the Province of Ontario.

"FCRI LP Note" means the interest-bearing promissory note issued by FCRI LP to the REIT pursuant to Section 3.1 of the Plan of Arrangement, with a principal amount equal to the amount of the FCRI LP Loan (as defined in the Plan of Arrangement).

"FFO" means funds from operations, calculated in accordance with the recommendations of the Real Property Association of Canada.

"Final Order" means the final order of the Court made pursuant to Section 192(4) of the CBCA and Section 60 of the Trustee Act in a form acceptable to the Arrangement Parties, each acting reasonably, approving the Arrangement, as such order may be amended, modified, supplemented or varied by the Court (with the consent of the Arrangement Parties, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended, modified, supplemented or varied (provided that any such amendment, modification, supplement or variation is acceptable to the Arrangement Parties, each acting reasonably) on appeal.

"Financial Advisors" means RBC Capital Markets and NBCM and **"Financial Advisor"** means either one of them.

"GLA" means gross leasable area.

"Governmental Entity" means (a) any international, multinational, national, federal, provincial, state, territorial, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission (including any securities commission or similar regulatory authority), board, bureau, ministry, agency or instrumentality, domestic or foreign, (b) any subdivision, agent or authority of any of the above, (c) any quasi-governmental body, professional body or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (d) any stock exchange.

"GWL" means George Weston Limited, a company existing under the Laws of Canada.

"GWL Equity Investment" has the meaning set out in Appendix "I".

"Holder" has the meaning set out in *"CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS"*.

"IFRS" means International Financial Reporting Standards as issued by the International Accounting Standards Board, as adopted in Canada.

"Incentive Awards Choice Units" means the total number of Choice Units to be issued to holders of Deferred Units, Performance Units and Restricted Units (but excluding, for greater certainty, any Cash-Settled Incentive Securities) in accordance with Section 3.1 of the Plan of Arrangement.

"Incentive Plans" means, collectively, the Restricted Unit Plan, the Deferred Unit Plan, the Legacy Option Plan and grant agreements entered into pursuant to, and in accordance with the terms and conditions of, such plans.

"Incentive Securities" means, collectively, the Performance Units, the Restricted Units, the Deferred Units and the Options.

"Indemnified Person" has the meaning set out in *"THE ARRANGEMENT AGREEMENT – COVENANTS OF THE PARTIES – INSURANCE AND INDEMNIFICATION"*.

"Indentures" means, collectively, the 2005 Master Indenture, 2020 Master Indenture, Series A Indenture, Series B Indenture, Series C Indenture, Series D Indenture, Series E Indenture, Series F Indenture, Series G Indenture, Series U Indenture and Series V Indenture.

"Initial Proposal" has the meaning set out in *"BACKGROUND TO THE ARRANGEMENT – BACKGROUND TO THE ARRANGEMENT"*.

"Interested Parties" means, for purposes of the *"FAIRNESS OPINIONS – RBC FAIRNESS OPINION"* and *"FAIRNESS OPINIONS – NBCM FAIRNESS OPINION"* sections of this Circular, any of the REIT, the Purchaser, KingSett, Choice or any of their respective associates or affiliates (as those terms are defined in the *Securities Act* (Ontario)), and each, an **"Interested Party"**.

"Interim Order" means the order of the Court made pursuant to Section 192(4) of the CBCA and Section 60 of the Trustee Act and appended to this Circular as Appendix "A" for, among other things, the calling and holding of the Meeting, as such order may be amended, modified, supplemented or varied by the Court (with the consent of the Arrangement Parties, each acting reasonably).

"Interim Period" has the meaning set out in *"THE ARRANGEMENT AGREEMENT – COVENANTS OF THE PARTIES – CONDUCT OF BUSINESS OF THE REIT"*.

"Intermediary" means a broker, investment dealer, bank, trust company, custodian, or other intermediary through which a Unitholder holds its REIT Units.

"JV Agreement" means an agreement between the REIT (or one or more REIT Subsidiaries) and one or more JV Partners in respect of a JV Property or JV Entity.

"JV Entity" means any person that (a) owns a direct or indirect interest in a JV Property and (b) the equity interests of which are owned directly or indirectly by the REIT (or one or more REIT Subsidiaries) and one or more JV Partners.

"JV Partner" means any person (other than the REIT or any REIT Subsidiary) that owns a direct or indirect interest in a JV Property or a JV Entity.

"JV Property" means a Property set out in Section 3.1(19)(a) of the REIT Disclosure Letter in respect of which the legal and beneficial interest in the freehold title or leasehold title, as applicable, to such Property is not 100% owned by the REIT or any of its wholly-owned Subsidiaries.

"KingSett" means KingSett Real Estate Growth LP No. 8.

"KingSett Capital" means KingSett Capital Inc.

"KingSett Guaranteed Obligations" has the meaning set out in *"THE ARRANGEMENT AGREEMENT – COVENANTS OF THE PARTIES – GUARANTEE"*.

"Laurel Hill" has the meaning set out in *"GENERAL PROXY MATTERS – SOLICITATION OF PROXIES"*.

"Law" means, with respect to any person, any and all applicable law (including statutory and common law), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling, or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such person, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

"LCL" means Loblaw Companies Limited.

"Lease" means an executed offer to lease, agreement to lease, lease, renewal of a lease, tenancy agreement, right of occupation, parking or storage space lease, or other occupancy agreement granted to a Tenant by or on behalf of the REIT or a REIT Subsidiary or a JV Entity, or its predecessors in title, to possess or occupy space within any Property or any part thereof in existence as of the date of the Arrangement Agreement and which remain in existence as of the Effective Date, together with all security, guarantees and indemnities of any Tenant's obligations thereunder, in each case, as amended, extended, assigned, renewed, supplemented or otherwise modified to the Effective Date.

"Legacy Option Plan" means the amended and restated stock option plan of the REIT dated March 1, 2021.

"Lenders" means KingSett or the applicable Purchaser Debt Financing Sources (as defined in the Arrangement Agreement) that are lender(s) under the REIT Daylight Loan, as specified in the Pre-Closing Notice.

"Letter Agreement" has the meaning set out in *"BACKGROUND TO THE ARRANGEMENT – BACKGROUND TO THE ARRANGEMENT"*.

"Letter of Transmittal" means the letter of transmittal relating to the Arrangement, a copy of which will be made available under the REIT's issuer profile on SEDAR+.

"Lien" means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachments, option, right of first refusal or first offer, occupancy right, assignment, lien (statutory or otherwise), defect of title, or restriction or adverse right or claim, or other third party interest or encumbrance of any kind, in each case, whether contingent or absolute.

"Loblaw" means LCL and its Subsidiaries.

"Loblaw-Owned Banner" means: (a) corporate-owned; (b) wholesale outlets; or (c) franchised and affiliated store banners of Loblaw.

"Matching Period" has the meaning set out in *"THE ARRANGEMENT AGREEMENT – NON-SOLICITATION COVENANTS – RIGHT TO MATCH"*.

"Material Adverse Effect" has the meaning specified in the Arrangement Agreement.

"Material Contract" has the meaning specified in the Arrangement Agreement.

"Meeting" means the special meeting of Unitholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider and, if deemed advisable, approve the Arrangement, the Arrangement Resolution, ancillary matters to the foregoing and, if agreed by the Purchaser and Choice, each acting reasonably, for any other purpose set out in the Circular.

"MI 61-101" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

"misrepresentation" has the meaning ascribed thereto under Securities Laws.

"Monthly Limit" has the meaning set out in Appendix "H".

"Mutual Fund Withholding Tax" has the meaning set out in *"CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – TAXATION OF HOLDERS NOT RESIDENT IN CANADA – SPECIAL REIT DISTRIBUTIONS"*.

"NAV" means net asset value, calculated as the proportionate share of the REIT's total assets less the proportionate share of its total liabilities, excluding deferred tax liabilities if applicable.

"NBCM" or **"National Bank Capital Markets"** means National Bank Financial Inc., the independent financial advisor to the Board and Special Committee.

"NBCM Engagement Letter" means the engagement letter dated February 25, 2026 between the Board and NBCM.

"NBCM Fairness Opinion" means the fairness opinion dated April 15, 2026 delivered by NBCM to the Board and Special Committee.

"Net Cash Proceeds per Unit" means the amount, if any, in cash equal to the Cash Consideration per Unit *minus* the sum of the Special Cash Distribution per Unit and the Special Note Distribution per Unit.

"Net Sale Proceeds per Unit" means the Net Cash Proceeds per Unit *plus* the Choice Consideration Units per Unit.

"NI 54-101" means National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*.

"No-Action Letter" means written confirmation from the Commissioner advising that the Commissioner does not, at such time, intend to make an application under Section 92 of the Competition Act.

"NOI" means net operating income, which is calculated as property rental revenue less property operating costs.

"Non-Resident Holder" has the meaning set out in *"CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – TAXATION OF HOLDERS NOT RESIDENT IN CANADA"*.

"Notice of Resolution" has the meaning set out in *"DISSENT RIGHTS"*.

"Notice of Special Meeting" means the notice of special meeting dated May 21, 2026 distributed by the REIT in connection with the Meeting.

"Offer to Pay" has the meaning set out in *"DISSENT RIGHTS"*.

"Opinions" means the RBC Fairness Opinion and the NBCM Fairness Opinion, and **"Opinion"** means either the RBC Fairness Opinion or the NBCM Fairness Opinion, as applicable.

"Optimization Plan" has the meaning set out in *"BACKGROUND TO THE ARRANGEMENT – BACKGROUND TO THE ARRANGEMENT"*.

"Option" means a unit option (formerly referred to as a stock option) to acquire a REIT Unit granted under the Legacy Option Plan.

"Ordinary Course" means, with respect to an action taken by a person, that such action is consistent with the past practices of such person and is taken in the ordinary course of the operations of the business of such person.

"Ordinary Income" has the meaning set out in *"CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – TAXATION OF HOLDERS RESIDENT IN CANADA – TAXATION OF THE REIT"*.

"Outside Date" means July 15, 2027.

"Parties" means, the REIT, ArrangementCo, KingSett, the Purchaser and Choice, and **"Party"** means any one of them.

"Party A" has the meaning set out in *"BACKGROUND TO THE ARRANGEMENT – BACKGROUND TO THE ARRANGEMENT"*.

"Party B" has the meaning set out in *"BACKGROUND TO THE ARRANGEMENT – BACKGROUND TO THE ARRANGEMENT"*.

"Party C" has the meaning set out in *"BACKGROUND TO THE ARRANGEMENT – BACKGROUND TO THE ARRANGEMENT"*.

"Performance Factor" means, with respect to Performance Units: (a) granted during the fiscal year ended December 31, 2024, 198%; and (b) granted during the fiscal year ended December 31, 2025, 176%.

"Performance Unit" means a performance trust unit of the REIT granted under the Restricted Unit Plan.

"person" includes an individual, general partnership, limited partnership, corporation, company, limited liability company, body corporate, joint venture, unincorporated organization, other form of business organization, estate, trust, trustee, executor, administrator or other legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status.

"Plan of Arrangement" means the plan of arrangement, substantially in the form set out in Appendix "D" to this Circular subject to any amendments or variations made in accordance with its terms or the Arrangement Agreement, or made at the direction of the Court in the Final Order (with the prior written consent of the Arrangement Parties, each acting reasonably).

"Pre-Acquisition Reorganization" has the meaning specified in the Arrangement Agreement.

"Pre-Closing Notice" means the notice in writing to be delivered by the Purchaser and Choice in accordance with Section 2.10(3) of the Arrangement Agreement, specifying the applicable details relating to the Arrangement steps as contemplated by the Plan of Arrangement, including the Purchaser's and Choice's best estimate of all amounts, matters and details required to be specified therein as contemplated by the Plan of Arrangement.

"Properties" means all of the Lands and the Buildings (each as defined in the Arrangement Agreement).

"Proposed Transaction" has the meaning set out in *"BACKGROUND TO THE ARRANGEMENT – BACKGROUND TO THE ARRANGEMENT"*.

"Purchased Equity Interests" means the issued and outstanding equity interests of certain JV Entities and certain REIT Subsidiaries, in each case as identified and set forth in the Choice Purchase Agreement.

"Purchaser" means Premier Acquisition LP.

"Purchaser Cash Deposit" means an amount, in cash, equal to (a) the Arrangement Cash Consideration, *plus* (b) the REIT Subsidiary Notes Interest Amount, *plus* (c) the REIT Daylight Loan Interest Amount, *minus* (iv) the Choice Cash Deposit, which amount shall be specified in the Pre-Closing Notice.

"Purchaser Competition Act Approval" means the occurrence of one or more of the following with respect to the acquisition of the REIT contemplated by the Arrangement Agreement: (a) an ARC shall have been received; or (b) both of (i) the relevant waiting period, including any extension of such waiting period, under Section 123 of the Competition Act shall have expired or been terminated or the notification requirement shall have been waived pursuant to Section 113(c) of the Competition Act; and (ii) unless such requirement is waived in writing by the Purchaser, the Commissioner shall have issued (and not rescinded or amended) a No-Action Letter.

"Purchaser Debt Commitment Letters" means the commitment letters dated as of April 16, 2026, among the Purchaser and the Purchaser Debt Financing Sources (including all exhibits, schedules, term sheets, amendments, supplements, modifications and annexes thereto, as may be amended, modified or replaced from time to time after the date of the Arrangement Agreement in accordance and compliance with the terms of the Arrangement Agreement).

"Purchaser Debt Financing" has the meaning set out in "*THE ARRANGEMENT – SOURCES OF FUNDS – PURCHASER FINANCING*".

"Purchaser Debt Financing Sources" means each person (including, without limitation, TD, Desjardins and each other lender, agent or arranger and underwriter) that has committed or commits to provide the Purchaser Debt Financing, pursuant to the Purchaser Debt Commitment Letters and any joinders to such letters or any definitive documentation relating thereto, together with such person's successors, assigns, affiliates, officers, directors, employees and representatives and their respective successors, assigns, affiliates, officers, directors, employees and representatives.

"Purchaser Equity Commitment Letters" means the commitment letters dated as of April 16, 2026 among the Purchaser and the Purchaser Equity Financing Sources (including all exhibits, schedules, term sheets, amendments, supplements, modifications and annexes thereto, as may be amended, modified or replaced from time to time after the date of the Arrangement Agreement in accordance and compliance with the terms of the Arrangement Agreement).

"Purchaser Equity Financing" has the meaning set out in "*THE ARRANGEMENT – SOURCES OF FUNDS – PURCHASER FINANCING*".

"Purchaser Equity Financing Sources" means each equity financing source identified in the Purchaser Equity Commitment Letters, and any other person which becomes a financing source in respect of the Purchaser Equity Financing pursuant to a Purchaser Equity Commitment Letter.

"Purchaser Financing" means, collectively, the Purchaser Equity Financing and the Purchaser Debt Financing.

"Purchaser Financing Commitments" means, collectively, the Purchaser Equity Commitment Letters and the Purchaser Debt Commitment Letters.

"Purchaser Financing Sources" means, collectively, the Purchaser Debt Financing Sources and the Purchaser Equity Financing Sources.

"Purchaser Funds" means, at any time, the funds held by the Depositary pursuant to the Depositary Agreement for or on behalf of the Purchaser at such time, including in accordance with the directions set forth in Section 3.1 of the Plan of Arrangement.

"Purchaser Group" has the meaning set out in *"THE ARRANGEMENT AGREEMENT – NON-SOLICITATION COVENANTS – NON-SOLICITATION"*.

"PwC" means PricewaterhouseCoopers LLP.

"Q1 Interim Financial Statements" means unaudited interim condensed consolidated financial statements of the REIT at and for the three months ended March 31, 2026 and 2025 together with the notes thereto.

"Q1 Interim MD&A" means management's discussion and analysis of financial condition and results of operations of the REIT for the three month periods ended March 31, 2026 and 2025.

"RBC" has the meaning set out in *"BACKGROUND TO THE ARRANGEMENT – BACKGROUND TO THE ARRANGEMENT"*.

"RBC Capital Markets" means RBC Dominion Securities Inc.

"RBC DS Managed Accounts Program" means RBC Dominion Securities Inc., Retail Division and RBC Private Counsel (USA) Inc.

"RBC Engagement Letter" means the engagement letter dated May 6, 2025 and amended January 30, 2026 between the REIT and RBC Capital Markets.

"RBC Fairness Opinion" means the fairness opinion dated April 15, 2026 delivered by RBC Capital Markets to the Board and Special Committee.

"Record Date" means the record date for determining Unitholders entitled to vote at the Meeting.

"Registered Owner" has the meaning specified in Section 19(a)(i) of Schedule "C" to the Arrangement Agreement.

"Registered Unitholder" has the meaning set out in *"GENERAL PROXY MATTERS – VOTING INFORMATION"*.

"REIT" means First Capital Real Estate Investment Trust.

"REIT Counterproposal" has the meaning set out in *"BACKGROUND TO THE ARRANGEMENT – BACKGROUND TO THE ARRANGEMENT"*.

"REIT Daylight Loan" means the loan by the Lenders to the REIT contemplated by Section 3.1 of the Plan of Arrangement in an amount equal to the REIT Daylight Loan Amount, in order to permit the REIT to make the REIT Subsidiary Loans.

"REIT Daylight Loan Amount" means the aggregate principal amount of the REIT Daylight Loan, which amount shall be specified in the Pre-Closing Notice and shall not be less than the sum of (a) the Debentures Balance (as defined in the Arrangement Agreement), and (b) the REIT Subsidiary Notes Interest Amount.

"REIT Daylight Loan Interest Amount" means the aggregate amount of interest (and any fees) payable by the REIT to the Lenders under the REIT Daylight Loan pursuant to Section 3.1 of the Plan of Arrangement.

"REIT Declaration of Trust" means the amended and restated declaration of trust of the REIT dated as of November 30, 2025, as the same may be amended, supplemented or otherwise modified from time to time, which is governed by the Laws of the Province of Ontario.

"REIT Disclosure Letter" means the disclosure letter dated the date of the Arrangement Agreement and delivered by the REIT to the Purchaser, KingSett and Choice with the Arrangement Agreement.

"REIT Employees" means employees employed by the REIT or any of the REIT Subsidiaries.

"REIT Estimated Pre-LRE Taxable Income" means the estimated Taxable Income of the REIT for its taxation year ending immediately prior to the REIT LRE, as set out in the Pre-Closing Notice.

"REIT Funds" means, at any time, the funds held by the Depositary pursuant to the Depositary Agreement for or on behalf of the REIT or any REIT Subsidiary at such time, including in accordance with the directions set forth in Section 3.1 of the Plan of Arrangement.

"REIT LRE" means the "loss restriction event" (as defined in the Tax Act) of the REIT (and each REIT Sub-trust) occurring on the Effective Date as a result of the Arrangement.

"REIT Subscription Units" means that number of REIT Units equal to the quotient obtained when (a) the REIT Units Subscription Amount, is divided by (b) the REIT Units Subscription Amount per Unit (each as defined in the Plan of Arrangement).

"REIT Subsidiary" means a Subsidiary of the REIT, including for greater certainty any Subsidiary of the REIT that is formed after the date of the Arrangement Agreement.

"REIT Subsidiary Borrower" means, unless otherwise specified in the Pre-Closing Notice, each of FCHT and FCRI LP.

"REIT Subsidiary Corporation Cash Distribution" has the meaning set out in *"THE ARRANGEMENT – ARRANGEMENT MECHANICS"*.

"REIT Subsidiary Loans" means the loans by the REIT Subsidiary Borrowers contemplated by Section 3.1 of the Plan of Arrangement, and includes the FCHT Loan and FCRI LP Loan.

"REIT Subsidiary LP" means a REIT Subsidiary that is a limited partnership.

"REIT Subsidiary LP Cash Distribution" has the meaning set out in *"THE ARRANGEMENT – ARRANGEMENT MECHANICS"*.

"REIT Subsidiary LP Residual Distribution" has the meaning set out in *"THE ARRANGEMENT – ARRANGEMENT MECHANICS"*.

"REIT Subsidiary Note" means, with respect to a particular REIT Subsidiary Borrower, the interest-bearing promissory note to be issued by such REIT Subsidiary Borrower to the REIT in accordance with Section 3.1 of the Plan of Arrangement evidencing a REIT Subsidiary Loan, in the principal amount and containing the terms and conditions specified in the Pre-Closing Notice.

"REIT Subsidiary Notes Interest Amount" means the aggregate interest payable by the REIT Subsidiary Borrowers on the REIT Subsidiary Notes pursuant to Section 3.1 of the Plan of Arrangement.

"REIT Sub-trust" means a REIT Subsidiary that is a trust.

"REIT Sub-trust Distributions" has the meaning set out in *"THE ARRANGEMENT – ARRANGEMENT MECHANICS"*.

"REIT Unit" means a unit of interest in the REIT designated as a "Trust Unit" under the REIT Declaration of Trust, and **"REIT Units"** means, collectively, any and all REIT Units outstanding at any particular time, and for greater certainty includes units of the REIT issued pursuant to the Plan of Arrangement.

"REIT Units Subscription Amount" means the amount, in dollars, specified in the Pre-Closing Notice, which shall be equal to the sum of the REIT Units Subscription Amount Cash Portion and the REIT Units Subscription Amount Units Portion.

"REIT Units Subscription Amount Cash Portion" means an amount, in cash, equal to the amount by which (a) the sum of (i) the aggregate amount of the Special Cash Distribution and Special Note Distribution, (ii) the cash payable to holders of Incentive Securities pursuant to the Plan of Arrangement, (iii) the REIT Subsidiary Notes Interest Amount, and (iv) the

REIT Daylight Loan Interest Amount, exceeds (b) the Choice Properties Cash Proceeds, which amount shall be set out in the Pre-Closing Notice.

"REIT Units Subscription Amount Units Portion" means the amount equal to the product obtained when (a) the number of Incentive Awards Choice Units, is multiplied by (b) the Choice Units Subscription Amount per Unit.

"Representative" means, with respect to any person, any officer, trustee, director, employee, representative (including any financial or other advisor) or agent of such person or of any of its Subsidiaries or affiliates.

"Required Consent Documents" has the meaning set out in *"THE ARRANGEMENT AGREEMENT – COVENANTS OF THE PARTIES – THIRD PARTY CONSENTS AND TRANSFER RIGHTS"*.

"Required Lenders" means, collectively, the lenders and mortgagees under the Existing Mortgages (including Canada Mortgage and Housing Corporation).

"Required Regulatory Approvals" means the Purchaser Competition Act Approval and the Choice Competition Act Approval.

"Required Third Party Consents" means the Third Party Consents listed in Section 6.2(4) of the REIT Disclosure Letter.

"Resident Holder" has the meaning set out in *"CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – TAXATION OF HOLDERS RESIDENT IN CANADA"*.

"Residual Purchased Units" means the REIT Units held by the Residual Unitholders (as defined in the Plan of Arrangement).

"Restricted Unit" means a restricted trust unit of the REIT granted under the Restricted Unit Plan.

"Restricted Unit Plan" means the fourth amended and restated restricted trust unit plan of the REIT dated April 14, 2026, as the same may be amended, supplemented or otherwise modified from time to time.

"Retained Properties" has the meaning specified in the Plan of Arrangement.

"Retained Property LPs" means those limited partnerships to be formed by the REIT prior to the Effective Date pursuant to the Retained Property LPs Formation, which immediately prior to the Effective Time will be REIT Subsidiary LPs;

"Retained Property LPs Formation" has the meaning specified in the Arrangement Agreement.

"Retained Property Owner" has the meaning specified in the Plan of Arrangement.

"Retained Property Transfer Agreements" has the meaning specified in the Plan of Arrangement.

"Retained Property Transfers" has the meaning set out in *"THE ARRANGEMENT – ARRANGEMENT MECHANICS"*.

"Revised Proposal" has the meaning set out in *"BACKGROUND TO THE ARRANGEMENT – BACKGROUND TO THE ARRANGEMENT"*.

"SEC" means the United States Securities and Exchange Commission.

"Second Revised Proposal" has the meaning set out in *"BACKGROUND TO THE ARRANGEMENT – BACKGROUND TO THE ARRANGEMENT"*.

"Section 3(a)(10) Exemption" has the meaning set out in *"MANAGEMENT INFORMATION CIRCULAR – INFORMATION FOR UNITHOLDERS NOT RESIDENT IN CANADA – INFORMATION FOR U.S. UNITHOLDERS"*.

"Securities Laws" means the *Securities Act* (Ontario), the regulations and rules thereunder and similar Laws in the other provinces and territories of Canada.

"SEDAR+" means the System for Electronic Data Analysis and Retrieval+ maintained on behalf of the Ontario Securities Commission and any other applicable securities commission or securities regulatory authority of a province or territory of Canada.

"Series A Debentures" means the 3.447% senior unsecured debentures due March 1, 2028 issued by the REIT pursuant to the Series A Indenture originally in the aggregate principal amount of \$200,000,000.

"Series A Indenture" means the first supplemental indenture to the 2020 Master Indenture, dated September 1, 2020, between the REIT and Computershare Trust Company of Canada, providing for the issuance of the Series A Debentures.

"Series B Debentures" means the 5.572% senior unsecured debentures due March 1, 2031 issued by the REIT pursuant to the Series B Indenture originally in the aggregate principal amount of \$300,000,000.

"Series B Indenture" means the second supplemental indenture to the 2020 Master Indenture, dated March 1, 2024, between the REIT and Computershare Trust Company of Canada, providing for the issuance of the Series B Debentures.

"Series C Debentures" means the 5.455% senior unsecured debentures due June 12, 2032 issued by the REIT pursuant to the Series C Indenture originally in the aggregate principal amount of \$300,000,000.

"Series C Indenture" means the third supplemental indenture to the 2020 Master Indenture, dated June 12, 2024, between the REIT and Computershare Trust Company of Canada, providing for the issuance of the Series C Debentures.

"Series D Debentures" means the 4.513% senior unsecured debentures due June 3, 2030 issued by the REIT pursuant to the Series D Indenture originally in the aggregate principal amount of \$200,000,000.

"Series D Indenture" means the fourth supplemental indenture to the 2020 Master Indenture, dated November 1, 2024, between the REIT and Computershare Trust Company of Canada, providing for the issuance of the Series D Debentures.

"Series E Debentures" means the 4.832% senior unsecured debentures due June 13, 2033 issued by the REIT pursuant to the Series E Indenture originally in the aggregate principal amount of \$300,000,000.

"Series E Indenture" means the fifth supplemental indenture to the 2020 Master Indenture, dated June 13, 2025, between the REIT and Computershare Trust Company of Canada, providing for the issuance of the Series E Debentures.

"Series F Debentures" means the 4.461% senior unsecured debentures due February 15, 2034 issued by the REIT pursuant to the Series F Indenture originally in the aggregate principal amount of \$250,000,000.

"Series F Indenture" means the sixth supplemental indenture to the 2020 Master Indenture, dated November 14, 2025, between the REIT and Computershare Trust Company of Canada, providing for the issuance of the Series F Debentures.

"Series G Debentures" means the 4.760% senior unsecured debentures due February 15, 2035 issued by the REIT pursuant to the Series G Indenture originally in the aggregate principal amount of \$250,000,000.

"Series G Indenture" means the seventh supplemental indenture to the 2020 Master Indenture, dated December 8, 2025, between the REIT and Computershare Trust Company of Canada, providing for the issuance of the Series G Debentures.

"Series U Debentures" means the 3.753% senior unsecured debentures due July 12, 2027 issued by the REIT pursuant to the Series U Indenture originally in the aggregate principal amount of \$300,000,000.

"Series U Indenture" means the twenty-sixth supplemental indenture to the 2005 Master Indenture, dated July 10, 2017, between First Capital Realty Inc. (as succeeded by the REIT) and Computershare Trust Company of Canada, providing for the issuance of the Series U Debentures.

"Series V Debentures" means the 3.456% senior unsecured debentures due January 22, 2027 issued by the REIT pursuant to the Series V Indenture originally in the aggregate principal amount of \$200,000,000.

"Series V Indenture" means the twenty-eighth supplemental indenture to the 2005 Master Indenture, dated July 22, 2019, between First Capital Realty Inc. (as succeeded by the REIT) and Computershare Trust Company of Canada, providing for the issuance of the Series V Debentures.

"Special Cash Distribution" has the meaning set out in *"THE ARRANGEMENT – ARRANGEMENT MECHANICS"*.

"Special Cash Distribution per Unit" means an amount per REIT Unit equal to the quotient obtained when the amount of the Special Cash Distribution is divided by the number of REIT Units issued and outstanding immediately prior to the effective time of the Special Cash Distribution.

"Special Committee" means the special committee of the Board appointed to, among other things, consider the transactions contemplated by the Arrangement Agreement.

"Special Distribution Note" means, to the extent specified in the Pre-Closing Notice, a non-interest-bearing promissory note with a principal amount equal to the amount of the Special Note Distribution, which Special Distribution Note shall be issued by the REIT in accordance with Section 3.1 of the Plan of Arrangement.

"Special Note Distribution" has the meaning set out in *"THE ARRANGEMENT – ARRANGEMENT MECHANICS"*.

"Special Note Distribution per Unit" means an amount per REIT Unit equal to the quotient obtained when the amount of the Special Note Distribution is divided by the number of REIT Units issued and outstanding immediately prior to the effective time of the Special Note Distribution.

"Special REIT Distributions" has the meaning set out in *"CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – TAXATION OF THE REIT & REIT SUBSIDIARIES WITH RESPECT TO THE ARRANGEMENT"*.

"Special Units Distribution" has the meaning set out in *"THE ARRANGEMENT – ARRANGEMENT MECHANICS"*.

"Special Units Distribution Issue Price" has the meaning specified in the Plan of Arrangement.

"Special Voting Unit" means a non-participating unit of interest in the REIT designated as "Special Voting Unit" under the REIT Declaration of Trust, and **"Special Voting Units"** means, collectively, any and all Special Voting Units outstanding at any particular time.

"Stub Year" has the meaning set out in *"CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – TAXATION OF THE REIT & REIT SUBSIDIARIES WITH RESPECT TO THE ARRANGEMENT"*.

"Subsidiary" means, with respect to a person, a corporation, partnership, trust, limited liability company, unlimited liability company, joint venture or other person of which either: (a) such person or any other subsidiary of the person is a general partner, managing member or functional equivalent; (b) voting power to elect a majority of the board of directors or trustees or others performing a similar function with respect to such organization is held by such person or by any one or more of such person's subsidiaries; or (c) more than 50% of the equity interest is controlled, directly or indirectly, by such person.

"Superior Proposal" means any *bona fide* written Acquisition Proposal from a person or group of persons who is an arm's length third party to the REIT made after the date of the Arrangement Agreement that would result in any person or group of persons acquiring, directly or indirectly, all or substantially all of the consolidated assets of the REIT and the REIT Subsidiaries or all of the outstanding voting or equity securities of the REIT not already owned by such person or group of persons or their respective affiliates that:

- (a) complies with applicable Securities Laws in all material respects and did not result from a breach of Article 5 of the Arrangement Agreement;

- (b) is not subject to any financing condition and in respect of which the Board determines in good faith (after receipt of advice from its financial advisors and its outside legal counsel) that adequate arrangements have been made to ensure that any required financing to complete such Acquisition Proposal (including payment in full for all voting or equity securities of the REIT or all or substantially all of the assets of the REIT, as applicable, and effect all other such payments contemplated by such Acquisition Proposal) shall be available;
- (c) the Board determines in good faith (after consultation with outside legal counsel and financial advisors) is reasonably capable of being completed in accordance with its terms, without undue delay relative to the Arrangement, taking into account all the terms and conditions of such Acquisition Proposal and all other relevant factors permitted by Law, including financial, legal, regulatory, timing and other aspects of such proposal, any shareholder approval requirements or minimum tender conditions, and the identity of the person or group of persons making such Acquisition Proposal;
- (d) is not subject to any due diligence or access condition; and
- (e) the Board determines in good faith (after consultation with outside legal counsel and financial advisors and after taking into account all the terms and conditions of the Acquisition Proposal and all other relevant factors permitted by Law, including all legal, financial, regulatory, timing and other aspects of such Acquisition Proposal and the identity of the person or group of persons making such Acquisition Proposal), if consummated in accordance with its terms (but without assuming away the risk of non-completion), would result in a transaction which is more favourable, from a financial point of view, to the Unitholders (other than the Purchaser, Choice and their respective affiliates) than the Arrangement (including any amendments to the terms and conditions of the Arrangement as proposed by the Purchaser and Choice pursuant to Section 5.4(2) of the Arrangement Agreement).

"Superior Proposal Notice" has the meaning set out in *"THE ARRANGEMENT AGREEMENT – NON-SOLICITATION COVENANTS – RIGHT TO MATCH"*.

"Supporting Parties" has the meaning set out in *"THE ARRANGEMENT – VOTING SUPPORT – VOTING SUPPORT AGREEMENTS"*.

"Tax Act" means the *Income Tax Act* (Canada).

"Tax Proposals" has the meaning set out in *"CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS"*.

"taxable capital gain" has the meaning set out in *"CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – TAXATION OF HOLDERS RESIDENT IN CANADA – TAXATION OF CAPITAL GAINS AND CAPITAL LOSSES"*.

"Taxable Income" means, for any taxation year, the aggregate of: (a) the net income for the year (excluding capital gains and capital losses) determined in accordance with the Tax Act having regard to the provisions thereof which relate to the calculation of income for the purpose of determining the "taxable income" of a trust, and read without reference to paragraph 82(1)(b) and Subsection 104(6) of the Tax Act, less any non-capital losses carried forward from prior taxation years that are deductible in the taxation year, and (b) the amount of capital gains for the year less the amount of capital losses for the year, in each case, as calculated in accordance with the Tax Act, less any net capital losses carried forward from prior taxation years that are deductible in the taxation year.

"Taxes" means (a) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employer health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; and (b) all interest, penalties, fines, additions to tax or

other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (a) above or this clause (b).

"TCP Gains Distribution" has the meaning set out in "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – TAXATION OF HOLDERS NOT RESIDENT IN CANADA – SPECIAL REIT DISTRIBUTIONS*".

"TD" means The Toronto-Dominion Bank.

"Tenant" means a person that has the right to occupy or use any rentable area of a Building (as defined in the Arrangement Agreement) pursuant to, or as permitted by, a Lease.

"Termination Fee" means \$187.5 million.

"Termination Fee Event" has the meaning specified in Section 8.2(2)(b) of the Arrangement Agreement.

"Third Party Consent Expenses" has the meaning set out in "*THE ARRANGEMENT AGREEMENT – COVENANTS OF THE PARTIES – THIRD PARTY CONSENTS AND TRANSFER RIGHTS*".

"Third Party Consents" means all consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations from third parties or other persons (a) that are necessary to be obtained to permit the consummation of the transactions contemplated by the Arrangement Agreement or required in order to maintain any Material Contracts in full force and effect immediately following completion of the Arrangement, or (b) as may be reasonably requested by the Purchaser and Choice, and **"Third Party Consent"** means any one of them.

"Three Year Plan" has the meaning set out in "*BACKGROUND TO THE ARRANGEMENT – BACKGROUND TO THE ARRANGEMENT*".

"Transfer Agent" means Odyssey Trust Company.

"Transfer Right" means, with respect to the REIT or any REIT Subsidiary, a buy/sell, put option, call option, option to purchase, a forced sale, tag or drag right or a right of first offer, right of first refusal or other similar right, pursuant to the terms of which the REIT or any REIT Subsidiary, on the one hand, or a JV Partner, on the other hand, has the right to or could be required to purchase or sell directly or indirectly any interest in any Property.

"Transfer Taxes" means all land transfer taxes, sales taxes (including goods and services tax and harmonized sales tax under Part IX of the *Excise Tax Act* (Canada) and any applicable provincial sales or retail sales tax), registration fees or other similar applicable taxes (which, for the avoidance of doubt, shall not include income taxes).

"Trustee" means a trustee of the REIT.

"Trustee Act" means the *Trustee Act* (Ontario).

"TSX" means the Toronto Stock Exchange.

"Unitholder Approval" has the meaning set out in "*THE ARRANGEMENT – REQUIRED UNITHOLDER APPROVAL*".

"Unitholder Rights Plan" means the second amended and restated unitholder rights plan agreement between the REIT and Odyssey Trust Company, dated April 14, 2026, as the same may be reconfirmed, amended or amended and restated from time to time.

"Unit-Settled Restricted Unit Plan" means the restricted unit plan of Choice adopted effective May 2018, as amended.

"Unitholders" means the registered or beneficial holders of REIT Units, as the context requires.

"U.S. Exchange Act" means the *United States Securities Exchange Act of 1934*, as amended, and the rules and regulations promulgated thereunder.

"U.S. GAAP" means United States generally accepted accounting principles as in effect from time to time, established by the Financial Accounting Standards Board.

"U.S. Securities Act" means the *United States Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder.

"U.S. Tax Treaty" has the meaning set out in "*CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS – TAXATION OF HOLDERS NOT RESIDENT IN CANADA – SPECIAL REIT DISTRIBUTIONS*".

"Username" has the meaning set out in "*GENERAL PROXY MATTERS – VOTING INFORMATION – VOTING IN ADVANCE OF THE MEETING*".

"Voting Support Agreements" means, collectively, the voting support agreements dated April 16, 2026 among the Purchaser, Choice and each of the Trustees and executive officers of the REIT.

"Weston Group" means, Wittington Investments Limited, GWL, LCL, Choice and their respective subsidiaries.

APPENDIX "A"
ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

1. The arrangement (the "**Arrangement**") under Section 192 of the *Canada Business Corporations Act* (the "**CBCA**") and Section 60 of the *Trustee Act* (Ontario) of First Capital Real Estate Investment Trust (the "**REIT**") and 17853335 Canada Inc. ("**ArrangementCo**"), pursuant to the arrangement agreement dated April 16, 2026 among the REIT, ArrangementCo, Premier Acquisition LP, KingSett Real Estate Growth LP No. 8 and Choice Properties Real Estate Investment Trust, as it may be amended, modified or supplemented from time to time in accordance with its terms (the "**Arrangement Agreement**"), all as more particularly described in the management information circular of the REIT dated May 21, 2026 (the "**Circular**"), and all transactions contemplated thereby, are hereby authorized and approved.
2. The plan of arrangement of the REIT and ArrangementCo (as it has been or may be amended, modified or supplemented in accordance with the Arrangement Agreement and its terms (the "**Plan of Arrangement**")), the full text of which is set out in Appendix "D" to the Circular, and the completion of each of the steps described in the Plan of Arrangement (whether completed as part of the Plan of Arrangement or otherwise) are hereby authorized and approved.
3. The Arrangement Agreement and all of the transactions contemplated therein, the actions of the trustees of the REIT in approving the Arrangement and the Arrangement Agreement, and the actions of the trustees and officers of the REIT in executing and delivering the Arrangement Agreement, and any amendments, modifications or supplements thereto, and causing the performance by the REIT of its obligations thereunder, are hereby ratified, approved and confirmed.
4. Notwithstanding that this resolution has been passed (and the Arrangement approved) by the unitholders of the REIT or that the Arrangement has been approved by the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), the trustees of the REIT are hereby authorized and empowered to, without further notice to or approval of the unitholders of the REIT, (a) amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by their terms, and (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and any related transactions.
5. Any one trustee or officer of the REIT, acting alone, be and is hereby authorized and directed for and on behalf of the REIT to make an application to the Court for an order approving the Arrangement, to execute and to deliver to the Director under the CBCA for filing articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement.
6. Any one trustee or officer of the REIT, acting alone, be and is hereby authorized and directed, for and on behalf of the REIT, to execute or cause to be executed and to deliver or cause to be delivered all such other documents and instruments and to perform or cause to be performed all such other acts and things as such person determines may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or instrument or the doing of any such act or thing.

APPENDIX "B"
INTERIM ORDER

See attached.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE	)	WEDNESDAY, THE 20 th
	)	
JUSTICE CAVANAGH	)	DAY OF MAY, 2026
	)	

IN THE MATTER OF AN APPLICATION UNDER SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, C. C-44, AS AMENDED

AND IN THE MATTER OF SECTION 60 OF THE TRUSTEE ACT, R.S.O. 1990, C. T.23, AS AMENDED

AND IN THE MATTER OF RULES 14.05(2) AND 14.05(3) OF THE RULES OF CIVIL PROCEDURE, R.R.O. 1990, REG. 194, AS AMENDED

AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING 17853335 CANADA INC., FIRST CAPITAL REAL ESTATE INVESTMENT TRUST, PREMIER ACQUISITION LP, KINGSETT REAL ESTATE GROWTH LP NO. 8 AND CHOICE PROPERTIES REAL ESTATE INVESTMENT TRUST

17853335 CANADA INC.

and

FIRST CAPITAL REAL ESTATE INVESTMENT TRUST

Applicants

INTERIM ORDER

THIS MOTION made by the Applicants, 17853335 Canada Inc. ("**ArrangementCo**") and First Capital Real Estate Investment Trust (the "**REIT**"), for an interim order for advice and directions pursuant to section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended (the "**CBCA**") and section 60(1) of the *Trustee Act*, R.S.O. 1990, c. T.23, as amended (the "**Trustee Act**") was heard this day by videoconference.

ON READING the Notice of Motion, the Notice of Application issued on May 13, 2026 and the affidavit of Alison Harnick, sworn May 14, 2026 (the “**Harnick Affidavit**”), including the Plan of Arrangement involving ArrangementCo, the REIT, Premier Acquisition LP (the “**Purchaser**”), KingSett Real Estate Growth LP No. 8 (“**KingSett**”) and Choice Properties Real Estate Investment Trust (“**Choice**”) that is attached as Appendix D to the draft Notice of Special Meeting of Unitholders and Management Information Circular of the REIT (the “**Information Circular**”), which is attached as Exhibit A to the Harnick Affidavit, and on hearing the submissions of counsel for ArrangementCo and the REIT, counsel for the Purchaser and KingSett, and counsel for Choice, and on being advised that the Director appointed under the CBCA (the “**Director**”) does not consider it necessary to appear.

Definitions

1. **THIS COURT ORDERS** that all definitions used in this Interim Order shall have the meanings ascribed thereto in the Information Circular or otherwise as specifically defined herein.

The Meeting

2. **THIS COURT ORDERS** that the REIT is permitted to call, hold and conduct a special meeting (the “**Meeting**”) of the registered and beneficial holders of trust units (“**REIT Units**”) of the REIT (the “**Unitholders**”) to be held in a hybrid format, in person at the offices of Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, Canada, M5L 1B9 and online virtually, on June 23, 2026 at 10:00 a.m. (Toronto time) in order for the Unitholders to, among other things, consider and, if thought advisable, to pass, with or without variation, a special resolution to approve the Arrangement (collectively, the “**Arrangement Resolution**”).

3. **THIS COURT ORDERS** that the Meeting shall be called, held and conducted in accordance with the REIT Declaration of Trust, the Notice of Special Meeting of Unitholders,

which accompanies the Information Circular (the “**Notice of Meeting**”), and applicable laws, subject to what may be provided hereafter and subject to further order of this court.

4. **THIS COURT ORDERS** that the record date (the “**Record Date**”) for determination of the Unitholders entitled to notice of, and to vote at, the Meeting shall be the close of business on May 4, 2026.

5. **THIS COURT ORDERS** that the only persons entitled to attend or speak at the Meeting shall be:

- a) the Unitholders or their respective proxyholders;
- b) the trustees, officers, auditors and advisors of the REIT;
- c) the officers, directors, auditors and advisors of ArrangementCo;
- d) representatives of the Purchaser, KingSett and Choice; and
- e) other persons who may receive the permission of the Chair of the Meeting.

6. **THIS COURT ORDERS** that the REIT may transact such other business at the Meeting as is contemplated in the Information Circular, or as may otherwise be properly before the Meeting or any adjournment or postponement thereof.

Quorum

7. **THIS COURT ORDERS** that the Chair of the Meeting shall be determined by the REIT and that the quorum at the Meeting shall be two or more individuals (present in person (or virtually) or represented by proxy) being Unitholders or representing Unitholders by proxy who hold in the aggregate not less than 25% of the votes attached to all outstanding REIT Units as at the Record Date.

Amendments to the Arrangement and Plan of Arrangement

8. **THIS COURT ORDERS** that the REIT is authorized to make, subject to the terms of the Arrangement Agreement, and paragraph 9, below, such amendments, modifications or supplements to the Arrangement and the Plan of Arrangement as it may determine without any additional notice to the Unitholders, or others entitled to receive notice under paragraphs 12 and 13 hereof and the Arrangement and the Plan of Arrangement, as so amended, modified or supplemented shall be the Arrangement and the Plan of Arrangement to be submitted to the Unitholders at the Meeting and shall be the subject of the Arrangement Resolution. Amendments, modifications or supplements may be made following the Meeting, but shall be subject to review and, if appropriate, further direction by this Honourable Court at the hearing for the final approval of the Arrangement.

9. **THIS COURT ORDERS** that, if any amendments, modifications or supplements to the Arrangement or the Plan of Arrangement are made after initial notice is provided as contemplated in paragraph 12 herein, which would, if disclosed, reasonably be expected to affect a Unitholder's decision to vote for or against the Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, subject to further order of this Honourable Court, by press release, newspaper advertisement, prepaid ordinary mail, email or other means of electronic transmission, or by the method most reasonably practicable in the circumstances, as the REIT may determine.

Amendments to the Information Circular

10. **THIS COURT ORDERS** that the REIT is authorized to make such amendments, revisions and/or supplements to the draft Information Circular as it may determine and the Information Circular, as so amended, revised and/or supplemented, shall be the Information Circular to be distributed in accordance with paragraphs 12 and 13.

Adjournments and Postponements

11. **THIS COURT ORDERS** that the REIT, if it deems advisable and subject to the terms of the Arrangement Agreement, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Unitholders respecting the adjournment or postponement, and any such adjournment or postponement shall not change the Record Date, and notice of any such adjournment or postponement shall be given by such method as the REIT may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Notice of Meeting

12. **THIS COURT ORDERS** that, in order to effect notice of the Meeting, the REIT shall send, or cause to be sent, the Information Circular (including the Notice of Application and this Interim Order), the Notice of Meeting, the form of proxy and the letter of transmittal, as applicable, along with such amendments or additional documents as the REIT may determine are necessary or desirable and are not inconsistent with the terms of this Interim Order (collectively, the **"Meeting Materials"**), as follows:

- a) to the registered Unitholders at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:
 - i) by pre-paid ordinary or first-class mail at the addresses of the Unitholders as they appear on the books and records of the REIT, as applicable, or its registrar and transfer agent, at the close of business on

the Record Date, and if no address is shown therein, then the last address of the person known to the Corporate Secretary of the REIT;

- ii) by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or
 - iii) by facsimile, email or other means of electronic transmission to any Unitholder, who is identified to the satisfaction of the REIT and who consents to such transmissions in writing;
- b) to non-registered Unitholders by providing sufficient copies of the Meeting Materials (with the exception of the form of proxy and letter of transmittal) to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer*;
- c) to the trustees and auditors of the REIT by providing sufficient copies of the Meeting Materials (with the exception of the form of proxy and letter of transmittal) by delivery in person, by recognized courier service, by pre-paid ordinary or first class mail or by facsimile, email or other means of electronic transmission, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting;
- d) to the directors and auditors of ArrangementCo, and to the Director appointed under the CBCA, by providing sufficient copies of the Meeting Materials (with the exception of the form of proxy and letter of transmittal) by delivery in person, by recognized courier service, by pre-paid ordinary or first class mail or by facsimile, email or other means of electronic transmission, at least twenty-

one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting;

and that compliance with this paragraph shall constitute sufficient notice of the Meeting.

13. **THIS COURT ORDERS** that the REIT is hereby directed to distribute the Information Circular (including the Notice of Application, and this Interim Order) and any other communications or additional documents as the REIT may determine are necessary or desirable (collectively, the “**Court Materials**”), as follows:

- a) to the holders of options to acquire REIT Units (“**Options**”), holders of deferred trust units of the REIT, holders of performance trust units of the REIT, holders of restricted trust units of the REIT, the indenture trustee for the Debentures and the registered holder(s) of the Debentures, by any method permitted for notice to Unitholders as set forth in paragraphs 12(a) or 12(b), above, or by email or other means of electronic transmission, concurrently with the distribution described in paragraph 12(a) of this Interim Order. Distribution to such persons shall be to their addresses as they appear on the books and records of the REIT or its registrar and transfer agent at the close of business on the Record Date;
- b) to the non-registered holders of Debentures by filing on SEDAR+ and sending a CDS Clearing and Depository Services Inc. (“**CDS**”) information bulletin to CDS by email or other means of electronic transmission, concurrently with the distribution described in paragraph 12(a) of this Interim Order.

14. **THIS COURT ORDERS** that accidental failure or omission by the REIT to give notice of the Meeting or to distribute the Meeting Materials or Court Materials to any person entitled

by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of the REIT, or the non-receipt of such notice shall, subject to further order of this Honourable Court, not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of the REIT, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

15. **THIS COURT ORDERS** that the REIT is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials and Court Materials as the REIT may determine in accordance with the terms of the Arrangement Agreement ("**Additional Information**"), and that notice of such Additional Information may, subject to paragraph 9, above, be distributed by press release, newspaper advertisement, pre-paid ordinary mail, email or other means of electronic transmission, or by the method most reasonably practicable in the circumstances, as the REIT may determine.

16. **THIS COURT ORDERS** that distribution of the Meeting Materials and Court Materials pursuant to paragraphs 12 and 13 of this Interim Order shall constitute notice of the Meeting and good and sufficient service of the within Application upon the persons described in paragraphs 12 and 13 and that those persons are bound by any orders made on the within Application. Further, no other form of service of the Meeting Materials or the Court Materials or any portion thereof need be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph 9 above.

Solicitation and Revocation of Proxies

17. **THIS COURT ORDERS** that the REIT is authorized to use the letter of transmittal and proxies substantially in the form of the drafts accompanying the Information Circular, with such

amendments and additional information as the REIT may determine are necessary or desirable, subject to the terms of the Arrangement Agreement. The REIT is authorized to solicit proxies, directly or through their officers, trustees or employees, and through such agents or representatives as they may retain for that purpose, including, if so requested by the Purchaser and Choice and at the sole expense of the Purchaser and Choice, engaging the services of one or more proxy solicitation services firms selected by the Purchaser and Choice, and by mail or such other forms of personal or electronic communication as it may determine, subject to the terms of the Arrangement Agreement. The REIT may waive generally, in its discretion, the time limits set out in the Information Circular for the deposit or revocation of proxies by Unitholders, if the REIT deems it advisable to do so.

18. **THIS COURT ORDERS** that any registered Unitholder who gives a proxy may revoke such Unitholder's proxy by (a) completing and signing a form of proxy bearing a later date and depositing it with the REIT's registrar and transfer agent in accordance with the instructions set out in the Information Circular; (b) depositing an instrument or act in writing executed or signed by the registered Unitholder or by such Unitholder's personal representative authorized in writing (i) at the principal office of the REIT (85 Hanna Avenue, Suite 400, Toronto, Ontario M6K 3S3, Attention: Alison Harnick, email: alison.harnick@fcr.ca) at any time up to and including the last business day preceding the day of the Meeting, or an adjournment or postponement thereof, (ii) with the scrutineers of the Meeting, addressed to the attention of the Chair of the Meeting, or where the Meeting has been adjourned or postponed, prior to the commencement of the reconvened or postponed Meeting on the day of such reconvened or postponed Meeting, or (c) in any other manner permitted by applicable law. A non-registered Unitholder who has given voting instructions to an intermediary may revoke such voting instructions by following the instructions of such intermediary sufficiently in advance of the Meeting or any adjournment or postponement thereof.

Voting

19. **THIS COURT ORDERS** that the only persons entitled to vote in person (or virtually) or by proxy on the Arrangement Resolution, or such other business as may be properly brought before the Meeting, shall be Unitholders as of the close of business on the Record Date. Voting by non-registered Unitholders shall be subject to compliance with the forms and instructions they receive from their intermediaries. No other securityholders of the REIT are entitled to vote at the Meeting. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

20. **THIS COURT ORDERS** that votes shall be taken at the Meeting on the basis of one vote per REIT Unit held. In order for the Plan of Arrangement to be implemented, subject to further Order of this Honourable Court, the Arrangement Resolution must be passed, with or without variation, at the Meeting by:

- (i) the affirmative vote of at least two-thirds (66 2/3%) of the votes cast by Unitholders present in person (or virtually) or represented by proxy at the Meeting and entitled to vote; and
- (ii) a simple majority (more than 50%) of the votes cast by Unitholders present in person (or virtually) or represented by proxy at the Meeting and entitled to vote at the Meeting (excluding, for this purpose, any person whose votes are required to be excluded under Section 8.1(2) of Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions* for purposes of determining minority approval for the Arrangement).

Such votes shall be sufficient to authorize ArrangementCo and the REIT to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of

Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Unitholders, subject only to final approval of the Arrangement by this Honourable Court.

21. **THIS COURT ORDERS** that in respect of matters properly brought before the Meeting pertaining to items of business affecting the REIT (other than in respect of the Arrangement Resolution), each Unitholder is entitled to one vote for each REIT Unit held as of the Record Date.

Dissent Rights

22. **THIS COURT ORDERS** that each registered Unitholder as at the Record Date shall, notwithstanding section 10.1 of the REIT Declaration of Trust, be entitled to exercise Dissent Rights in connection with the Arrangement Resolution in accordance with section 190 of the CBCA (except as the procedures of that section are varied by this Interim Order, the Final Order and the Plan of Arrangement), provided that, notwithstanding subsection 190(5) of the CBCA, any registered Unitholder as at the Record Date who wishes to dissent must, as a condition precedent thereto, provide written objection to the Arrangement Resolution to the REIT at 85 Hanna Avenue, Suite 400, Toronto, Ontario M6K 3S3, Attention: Alison Harnick, email: alison.harnick@fcr.ca, with a copy to Stikeman Elliott LLP, 199 Bay Street, Suite 5300, Commerce Court West, Toronto, Ontario M5L 1B9, Attention: Alexander Rose, email: arose@stikeman.com in the form required by section 190 of the CBCA and the Arrangement Agreement, which written objection must be received by the REIT not later than 5:00 p.m. (Toronto time) two Business Days immediately preceding the date of the Meeting (as it may be adjourned or postponed from time to time in accordance with the Arrangement Agreement), and must otherwise strictly comply with the requirements of the CBCA. For purposes of these proceedings, the “court” referred to in section 190 of the CBCA means this Honourable Court.

The dissent rights under section 190 of the CBCA, as modified herein, apply *mutatis mutandis* to the REIT and each registered Unitholder as at the Record Date.

23. **THIS COURT ORDERS** that, notwithstanding subsection 190(3) of the CBCA and section 10.1 of the REIT Declaration of Trust, the Purchaser, and not the REIT or ArrangementCo, shall be required to offer to pay for REIT Units held by the registered Unitholders as at the Record Date who duly exercise Dissent Rights, the fair value of such REIT Units determined in accordance with Section 4.1(3) of the Plan of Arrangement.

24. **THIS COURT ORDERS** that any Unitholder as at the Record Date who duly exercises such Dissent Rights set out in paragraph 22 above and who:

- i) is ultimately determined by this Honourable Court to be entitled to be paid fair value for his, her or its REIT Units shall be deemed not to have participated in the Arrangement with respect to such REIT Units, other than with respect to the Special Cash Distribution, Special Note Distribution and Special Units Distribution (each as defined in the Plan of Arrangement), and to have transferred those REIT Units to the Purchaser as of the Dissent Unit Transfer Time (as defined in the Plan of Arrangement), without any further act or formality by or on behalf of the holder of such REIT Units, and free and clear of all liens, claims, encumbrances, charges, adverse interests or security interests, in consideration for a debt claim against the Purchaser to be paid the fair value of such REIT Units determined in accordance with Section 4.1(3) of the Plan of Arrangement; or
- ii) is for any reason ultimately determined by this Honourable Court not to be entitled to be paid fair value for his, her or its REIT Units pursuant to the

exercise of the Dissent Rights, shall be deemed to have participated in the Arrangement on the same basis as any non-dissenting Unitholder;

but in no case shall the REIT, ArrangementCo, the Purchaser, KingSett, Choice or any other person be required to recognize such Unitholders as holders of REIT Units at or after the Dissent Unit Transfer Time on the date upon which the Arrangement becomes effective and the names of such Unitholders shall be deleted from the REIT's register of Unitholders at that time.

Hearing of Application for Approval of the Arrangement

25. **THIS COURT ORDERS** that upon approval by the Unitholders of the Plan of Arrangement in the manner set forth in this Interim Order, ArrangementCo and the REIT may apply to this Honourable Court for final approval of the Arrangement.

26. **THIS COURT ORDERS** that distribution of the Notice of Application and the Interim Order in the Information Circular, when sent in accordance with paragraphs 12 and 13, shall constitute good and sufficient service of the Notice of Application and this Interim Order and no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with paragraph 27.

27. **THIS COURT ORDERS** that any Notice of Appearance served in response to the Notice of Application shall be served on the solicitors for ArrangementCo and the Special Committee of the Board of Trustees of the REIT and the REIT, with a copy to counsel for the Purchaser, KingSett and Choice, as soon as reasonably practicable and, in any event, no less than four days before the hearing of this Application at the following addresses:

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attn: Alexander Rose
Email: arose@stikeman.com
Fax: (416) 869-5261
Lawyers for ArrangementCo and
the REIT

BENNETT JONES LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Attn: Joseph N. Blinick
Email: blinickj@bennettjones.com
Fax: (416) 863-1716
Lawyers for the Purchaser and
KingSett

**OSLER, HOSKIN &
HARCOURT LLP**
1 First Canadian Place
100 King Street West
Suite 6200, P.O. Box 50
Toronto, Ontario M5X 1B8

Attn: Craig Lockwood
Email: clockwood@osler.com
Fax: (416) 862-6666
Lawyers for Choice

28. **THIS COURT ORDERS** that, subject to further order of this Honourable Court, the only persons entitled to appear and be heard at the hearing of the within application shall be:

- i) ArrangementCo or its counsel;
- ii) the REIT or its counsel;
- iii) the Special Committee of the Board of Trustees of the REIT or its counsel;
- iv) the Purchaser, KingSett, Choice and their respective counsel;
- v) the Director; and
- vi) any person who has filed a Notice of Appearance herein in accordance with the Notice of Application, this Interim Order and the *Rules of Civil Procedure*.

29. **THIS COURT ORDERS** that any materials to be filed by ArrangementCo or the REIT in support of the within Application for final approval of the Arrangement may be filed up to one day prior to the hearing of the Application without further order of this Honourable Court.

30. **THIS COURT ORDERS** that in the event the within Application for final approval does not proceed on the date set forth in the Notice of Application, and is adjourned, only those persons who served and filed a Notice of Appearance in accordance with paragraph 27 shall be entitled to be given notice of the adjourned date.

Service and Notice

31. **THIS COURT ORDERS** that ArrangementCo, the REIT and their counsel are at liberty to serve or distribute this Interim Order and any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Unitholders, creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

Precedence

32. **THIS COURT ORDERS** that, to the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the REIT Units, Options, deferred trust units of the REIT, performance trust units of the REIT, restricted trust units of the REIT, Debentures, or any instrument creating, governing or collateral to a contingent entitlement in respect of the REIT Units, or the REIT Declaration of Trust, this Interim Order shall govern.

Extra-Territorial Assistance

33. **THIS COURT** seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Honourable Court in carrying out the terms of this Interim Order.

Variance

34. **THIS COURT ORDERS** that ArrangementCo and the REIT shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Honourable Court may direct.

A handwritten signature in black ink, appearing to read "Amir", is enclosed within a light gray rectangular box. Below the box is a solid black horizontal line.

IN THE MATTER OF AN APPLICATION UNDER SECTION 192 OF THE CANADA
BUSINESS CORPORATIONS ACT, R.S.C. 1985, C. C-44, AS AMENDED

AND IN THE MATTER OF SECTION 60 OF THE TRUSTEE ACT, R.S.O. 1990, C. T.23, AS
AMENDED

AND IN THE MATTER OF RULES 14.05(2) AND 14.05(3) OF THE RULES OF CIVIL
PROCEDURE, R.R.O. 1990, REG. 194, AS AMENDED

AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING 17853335 CANADA
INC., FIRST CAPITAL REAL ESTATE INVESTMENT TRUST, PREMIER ACQUISITION LP,
KINGSETT REAL ESTATE GROWTH LP NO. 8 AND CHOICE PROPERTIES REAL ESTATE
INVESTMENT TRUST

Court File No.: CL-26-00000216-0000

	ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)
	Proceeding commenced at Toronto
	INTERIM ORDER
	STIKEMAN ELLIOTT LLP Barristers & Solicitors 5300 Commerce Court West 199 Bay Street Toronto, Canada M5L 1B9
	Alexander Rose LSO# 49415P <i>arose@stikeman.com</i> Tel: (416) 869-5261
	Eric Turner LSO# 84285M <i>eturner@stikeman.com</i> Tel: (416) 869-6831
	Lawyers for the Applicants

APPENDIX "C"
NOTICE OF APPLICATION

See attached.

AMENDED THIS <u>May 22, 2026</u> PURSUANT TO	
MODIFIÉ CONFORMÉMENT À	
Ⓢ RULE/LA RÈGLE 26.02 (A <u> </u>)	
Ⓢ THE ORDER OF	
L'ORDONNANCE DU	
DATED/FAIT LE	
.....	
REGISTRAR GREFFIER	
SUPERIOR COURT OF JUSTICE COUR SUPÉRIEURE DE JUSTICE	
Alison Mercer	<i>A Mercer</i>
.....	
REGISTRAR	GREFFIER
SUPERIOR COURT OF JUSTICE	COUR SUPÉRIEURE DE JUSTICE

Court File No.: CL-26-00000216-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF AN APPLICATION UNDER SECTION 192 OF THE CANADA
BUSINESS CORPORATIONS ACT, R.S.C. 1985, C. C-44, AS AMENDED**

**AND IN THE MATTER OF SECTION 60 OF THE *TRUSTEE ACT*, R.S.O. 1990, C. T.23,
AS AMENDED**

**AND IN THE MATTER OF RULES 14.05(2) AND 14.05(3) OF THE *RULES OF CIVIL
PROCEDURE*, R.R.O. 1990, REG. 194, AS AMENDED**

**AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING 17853335
CANADA INC., FIRST CAPITAL REAL ESTATE INVESTMENT TRUST, PREMIER
ACQUISITION LP, KINGSETT REAL ESTATE GROWTH LP NO. 8 AND CHOICE
PROPERTIES REAL ESTATE INVESTMENT TRUST**

17853335 CANADA INC.

and

FIRST CAPITAL REAL ESTATE INVESTMENT TRUST

Applicants

AMENDED NOTICE OF APPLICATION

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing

- ☐ In writing
- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

by Zoom on June ~~25~~³⁰, 2026, at ~~9:30~~^{11:00} a.m., ~~or as soon after that time as the application may be heard.~~

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer,

serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date	<u>May 13, 2026</u>	Issued by	<u>Alison Mercer</u>
	<u>May 22, 2026</u>		<u>Local Registrar</u>
		Address of court office:	Superior Court of Justice 330 University Avenue, 9th Floor Toronto ON M5G 1R7

TO: THE TRUSTEES OF FIRST CAPITAL REAL ESTATE INVESTMENT TRUST

AND TO: THE AUDITOR OF FIRST CAPITAL REAL ESTATE INVESTMENT TRUST

AND TO: THE DIRECTORS OF 17853335 CANADA INC.

AND TO: THE AUDITOR OF 17853335 CANADA INC.

AND TO: ALL HOLDERS OF UNITS OF FIRST CAPITAL REAL ESTATE INVESTMENT TRUST AS AT MAY 4, 2026

AND TO: ALL HOLDERS OF DEFERRED UNITS OF FIRST CAPITAL REAL ESTATE INVESTMENT TRUST

AND TO: ALL HOLDERS OF PERFORMANCE UNITS OF FIRST CAPITAL REAL ESTATE INVESTMENT TRUST

AND TO: ALL HOLDERS OF RESTRICTED UNITS OF FIRST CAPITAL REAL ESTATE INVESTMENT TRUST

AND TO: ALL HOLDERS OF OPTIONS TO PURCHASE UNITS OF FIRST CAPITAL REAL ESTATE INVESTMENT TRUST

AND TO: ALL HOLDERS OF DEBENTURES, SERIES A TO G AND U AND V, OF FIRST CAPITAL REAL ESTATE INVESTMENT TRUST

AND TO: COMPUTERSHARE TRUST COMPANY OF CANADA, AS INDENTURE TRUSTEE FOR THE DEBENTURES, SERIES A TO G AND U AND V, OF FIRST CAPITAL REAL ESTATE INVESTMENT TRUST

AND TO: THE DIRECTOR APPOINTED UNDER THE *CANADA BUSINESS CORPORATIONS ACT*
Corporations Canada C.D. Howe Building
West Tower, 7th Floor
235 Queen Street
Ottawa, ON K1A 0H5

AND TO: BENNETT JONES LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Joseph N. Blinick LSO# 64325B
blinickj@bennettjones.com
Tel: (416) 777-4828

Lawyer for Premier Acquisition LP and KingSett Real Estate Growth LP No. 8

AND TO: OSLER, HOSKIN & HARCOURT LLP
1 First Canadian Place
100 King Street West
Suite 6200, P.O. Box 50
Toronto, ON M5X 1B8

Craig Lockwood LSO# 46668M
clockwood@osler.com
Tel: (416) 862-5988

Lauren Harper LSO# 70606L
lharper@osler.com
Tel: (416) 862-4288

Lawyers for Choice Properties Real Estate Investment Trust

APPLICATION

1. The Applicants, 17853335 Canada Inc. ("**ArrangementCo**") and First Capital Real Estate Investment Trust (the "**REIT**"), make application for:

- (a) a final order (the "**Final Order**") pursuant to subsections 192(3) and 192(4) of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended (the "**CBCA**") and section 60(1) of the *Trustee Act*, R.S.O. 1990, c. T.23, as amended (the "**Trustee Act**") approving a plan of arrangement (the "**Plan of Arrangement**") proposed by ArrangementCo and the REIT and involving, among others, Premier Acquisition LP (the "**Purchaser**"), KingSett Real Estate Growth LP No. 8 ("**KingSett**") and Choice Properties Real Estate Investment Trust ("**Choice**"), as contemplated by an arrangement agreement entered into between the REIT, ArrangementCo, the Purchaser, KingSett and Choice dated April 16, 2026 (the "**Arrangement Agreement**") and as more particularly described in the REIT's Management Information Circular (the "**Circular**"), a draft of which will be attached as an exhibit to the affidavit to be filed in support of this Application. The Plan of Arrangement contemplates, among other things, the acquisition of each outstanding trust unit of the REIT (each a "**REIT Unit**") by the Purchaser, a limited partnership formed by KingSett and other investors, with each participating holder of REIT Units ("**Unitholder**") being entitled to receive, for each REIT Unit held, a combination of \$19.24 in cash (the "**Cash Consideration**") and 0.3186 of a trust unit in the capital of Choice (each whole unit, a "**Choice Unit**", and 0.3186 of a Choice Unit, the "**Choice Consideration Units**"). As part of the arrangement to be implemented pursuant to the Plan of Arrangement in accordance with the terms and conditions of the Arrangement Agreement (the "**Arrangement**"), Choice will also assume all Debentures (as defined below) and the Purchaser will acquire all

of the issued and outstanding shares in the capital of ArrangementCo, a CBCA company and wholly owned subsidiary of the REIT;

- (b) an interim order for advice and directions pursuant to subsection 192(4) of the CBCA and section 60 of the Trustee Act, with respect to the Plan of Arrangement and this Application;
- (c) an order abridging the time for the service and filing or dispensing with service of the Notice of Application and Application Record, if necessary; and
- (d) such further and other relief as this Court deems just.

2. The grounds for the application are:

- (a) the Arrangement involves ArrangementCo, the REIT, the Purchaser, KingSett and Choice;
- (b) the REIT is an unincorporated, open-ended real estate investment trust governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein pursuant to its declaration of trust (the "**REIT Declaration of Trust**"), with its registered office located in Toronto, Ontario. The REIT indirectly through nominee corporations or limited partnership structures owns and operates a core portfolio of multi-tenant, grocery-anchored shopping centres in Canada;
- (c) the REIT's issued and outstanding REIT Units are listed for trading on the Toronto Stock Exchange under the symbol "FCR.UN";
- (d) the REIT has outstanding options to acquire REIT Units ("**Options**"), which were granted pursuant to the amended and restated stock option plan of the REIT dated March 1, 2021 (as amended, supplemented or otherwise modified from time to

time); outstanding deferred trust units ("**Deferred Units**"), which were granted pursuant to the third amended and restated deferred trust unit plan of the REIT, dated April 2, 2024 (as amended, supplemented or otherwise modified from time to time); and outstanding performance trust units ("**Performance Units**") and restricted trust units ("**Restricted Units**"), which were granted pursuant to the fourth amended and restated restricted trust unit plan of the REIT dated April 14, 2026 (as amended, supplemented or otherwise modified from time to time);

- (e) the REIT has \$2,300,000,000 aggregate principal amount of debentures issued and outstanding, comprised of Series A Debentures, Series B Debentures, Series C Debentures, Series D Debentures, Series E Debentures, Series F Debentures, Series G Debentures, Series U Debentures and Series V Debentures (each as defined in the Circular, and, collectively, the "**Debentures**");
- (f) the REIT is currently a "reporting issuer" within the meaning of applicable Canadian securities laws, but will apply to cease to be a "reporting issuer" following closing of the transactions contemplated by the Arrangement;
- (g) ArrangementCo is a corporation governed by the CBCA with its registered office located in Toronto, Ontario. ArrangementCo is a direct wholly-owned subsidiary of the REIT;
- (h) the Purchaser is a limited partnership existing under the laws of the Province of Manitoba. It was formed to act as an acquisition vehicle for the purposes of the Arrangement and the transactions contemplated by the Arrangement Agreement. As of the date of the Circular, the Purchaser's only limited partner is KingSett and the general partner of the Purchaser is a wholly-owned subsidiary of KingSett Capital Inc. ("**KingSett Capital**");

- (i) KingSett Capital is one of Canada's leading private equity real estate investment firms with over \$19 billion of assets under management. Since 2002, KingSett Capital has secured over \$27 billion in loan commitments and completed \$55 billion of transactions on behalf of its funds;
- (j) Choice is an unincorporated, open-ended real estate investment trust governed by the laws of the Province of Ontario pursuant to its declaration of trust, with its registered office located in Toronto, Ontario. Choice is the owner, manager and developer of a high-quality real estate portfolio of commercial and residential properties across Canada;
- (k) ArrangementCo and the REIT wish to effect a fundamental change in the nature of an arrangement under the provisions of the CBCA;
- (l) as described in full in the Circular, the Arrangement contemplates, among other things, that:
 - (i) the REIT Declaration of Trust, the declaration of trust of each REIT subsidiary that is a trust and the limited partnership agreement of each REIT subsidiary that is a limited partnership shall be amended as necessary to permit the transactions contemplated by the Arrangement and the provisions of the Plan of Arrangement;
 - (ii) in accordance with the asset purchase agreement to be entered into between the REIT and Choice on or before the effective date of the Arrangement (the "**Effective Date**"), certain Choice subsidiaries shall purchase from the applicable REIT subsidiary, and each applicable REIT subsidiary shall transfer and assign to the applicable Choice subsidiary,

- such REIT subsidiary's beneficial right, title and interest in and to certain properties of the REIT and assets related thereto, and certain equity interests held by such REIT subsidiary in certain entities holding legal or beneficial interest in such properties and assets;
- (iii) each unvested Deferred Unit, Performance Unit and Restricted Unit outstanding immediately prior to the effective time of the Arrangement (the "**Effective Time**") shall immediately vest (provided that each such unvested Performance Unit shall be deemed to vest into a number of vested Performance Units calculated by multiplying each such unvested Performance Unit by the applicable Performance Factor (as defined in the Circular));
- (iv) each vested Deferred Unit, Performance Unit and Restricted Unit, other than Deferred Units, Performance Units and Restricted Units issued or issuable on or after April 15, 2026 ("**Cash-Settled Units**"), outstanding immediately prior to the effective time of this step (including any Deferred Units, Performance Units and Restricted Units that are deemed to have vested pursuant to subparagraph (iii)) shall be redeemed by the REIT and cancelled, in consideration for, for each such Deferred Unit, Performance Unit and Restricted Unit so redeemed and cancelled, (a) a cash payment in an amount equal to the Cash Consideration and (b) a fraction of a Choice Unit equal to the Choice Consideration Units;
- (v) each vested Cash-Settled Unit that is outstanding immediately prior to the effective time of this step (including any Cash-Settled Units that are deemed to have vested pursuant to subparagraph (iii)) shall be redeemed

- by the REIT and cancelled, in consideration for, for each Cash-Settled Unit so redeemed and cancelled, a cash payment in an amount equal to \$24.25;
- (vi) each Option outstanding immediately prior to the Effective Time, whether vested or unvested, shall be disposed of by the holder thereof to the REIT for cancellation and shall be cancelled, in consideration for, for each Option so disposed of and cancelled, a cash payment equal to the amount, if any, by which \$24.25 exceeds the exercise price payable pursuant to such Option (provided, where the exercise price of such Option is equal to or greater than \$24.25, such Option shall be disposed of to the REIT and cancelled for no consideration);
- (vii) the REIT shall irrevocably declare payable, in cash and by way of promissory notes (which shall be repaid in cash), special distributions on the REIT Units issued and outstanding immediately prior to the effective time of this step (including any REIT Units in respect of which a Unitholder has exercised dissent rights);
- (viii) the REIT shall irrevocably declare payable a further special distribution on the REIT Units issued and outstanding immediately prior to the effective time of this step (including any REIT Units in respect of which a Unitholder has exercised dissent rights) in an aggregate amount equal to the amount, if any, by which the Taxable Income (as defined in the Plan of Arrangement) of the REIT in its taxation year ending on the Effective Date exceeds the amount of the distributions previously made payable by the REIT on the REIT Units in such taxation year, which special distribution shall be payable by the issuance of additional REIT Units;

- (ix) immediately following any special distribution of REIT Units as described in subparagraph (viii), the number of issued and outstanding REIT Units shall be consolidated to the number outstanding prior to the payment of such special distribution;
- (x) the Purchaser shall subscribe for, and the REIT shall issue to the Purchaser, REIT Units from treasury in accordance with the Arrangement Agreement;
- (xi) each REIT Unit held by a dissenting Unitholder in respect of which the Unitholder has duly and validly exercised dissent rights ("**Dissent Units**") outstanding immediately prior to the Effective Time shall be transferred by the holder thereof to the Purchaser, in consideration for a debt claim against the Purchaser in the amount determined by the Plan of Arrangement;
- (xii) each REIT Unit outstanding immediately prior to the effective time of this step (excluding REIT Units held by the Purchaser, Dissent Units transferred to the Purchaser, and Residual Purchased Units (as defined in the Circular)) shall be transferred by the holder thereof to the Purchaser, in exchange for, for each REIT Unit so transferred, (a) cash, if any, in an amount equal to the Cash Consideration minus the sum of the special distributions referred to in subparagraph (vii) and (b) the Choice Consideration Units;
- (xiii) each Residual Purchased Unit shall be transferred by the holder thereof to the Purchaser in exchange for the same consideration described in subparagraph (xii);

- (xiv) the REIT shall transfer the issued and outstanding shares of ArrangementCo to the Purchaser in consideration for the payment by the Purchaser to the REIT of \$100;
- (xv) the current trustees of the REIT shall be deemed to resign and shall be removed, and the Purchaser shall concurrently appoint ArrangementCo as, and ArrangementCo shall become, the sole trustee of the REIT; and
- (xvi) the transactions giving effect to the assumption of all Debentures of the REIT by Choice shall become effective and Choice shall assume and perform all of the liabilities and obligations under the Debentures and the REIT shall be released therefrom;
- (m) the Arrangement is an “arrangement” within the meaning of subsection 192(1) of the CBCA;
- (n) prior to seeking the Final Order, the statutory requirements under the CBCA and all pre-conditions to the approval of the Arrangement, including the requirement to obtain the Unitholders’ approval and any other directions that may be set out in the interim order, if granted, will be satisfied;
- (o) ArrangementCo and the REIT meet the solvency requirements of subsection 192(2) of the CBCA;
- (p) it is not practicable for ArrangementCo and the REIT to effect a fundamental change in the nature of the Arrangement other than pursuant to the provisions of section 192 of the CBCA;

- (q) this Application has been put forward in good faith for a *bona fide* business purpose, and has a material connection to the Toronto region;
 - (r) the Arrangement is procedurally and substantively fair and reasonable;
 - (s) if granted, the final order approving the Arrangement will serve as a basis of a claim to an exemption from the registration requirements of section 3(a)(10) of the Securities Act of 1933, as amended, of the United States of America with respect to securities to be issued pursuant to the terms of the Plan of Arrangement;
 - (t) certain of the Unitholders and other parties to be served are resident outside of Ontario and will be served pursuant to the terms of the interim order, if granted, and/or rule 17.02(n) of the *Rules of Civil Procedure*;
 - (u) section 192 of the CBCA;
 - (v) section 60 of the Trustee Act;
 - (w) all requirements pursuant to Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* and National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* will be satisfied by the return date of this Application;
 - (x) Rules 1.04, 1.05, 2.03, 3.02, 14.05, 16.04, 16.08, 17.02, 37, 38 and 39 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
 - (y) such further and other grounds as counsel may advise and this Court may permit.
3. The following documentary evidence will be used at the hearing of the Application:
- (a) affidavit to be affirmed on behalf of the Applicants, and the exhibits thereto;

- (b) a further or supplementary affidavit to be affirmed on behalf of the Applicants, and the exhibits thereto, reporting as to compliance with any interim order, if granted, as well as the results of the special meeting of the Unitholders conducted pursuant to such interim order; and
- (c) such further and other materials as counsel may advise and this Court may permit.

May 13, 2026

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Alexander Rose LSO# 49415P
arose@stikeman.com
Tel: (416) 869-5261

Eric Turner LSO# 84285M
eturner@stikeman.com
Tel: (416) 869-6831

Lawyers for the Applicants

Court File No: CL-26-00000216-0000

IN THE MATTER OF AN APPLICATION UNDER SECTION 192 OF THE CANADA
BUSINESS CORPORATIONS ACT, R.S.C. 1985, C. C-44, AS AMENDED
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PROCEDURE, R.R.O. 1990, REG. 194, AS AMENDED
AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING 17853335 CANADA
INC., FIRST CAPITAL REAL ESTATE INVESTMENT TRUST, PREMIER ACQUISITION LP,
KINGSETT REAL ESTATE GROWTH LP NO. 8 AND CHOICE PROPERTIES REAL ESTATE
INVESTMENT TRUST

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

AMENDED NOTICE OF APPLICATION

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Alexander Rose LSO# 49415P
arose@stikeman.com
Tel: (416) 869-5261

Eric Turner LSO# 84285M
eturner@stikeman.com
Tel: (416) 869-6831

Lawyers for the Applicants

APPENDIX "D"
PLAN OF ARRANGEMENT

See attached.

**PLAN OF ARRANGEMENT UNDER
SECTION 192 OF THE *CANADA BUSINESS CORPORATIONS ACT*
AND SECTION 60 OF THE *TRUSTEE ACT***

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

Section 1.1 Definitions

In this Plan of Arrangement, unless indicated otherwise, the following terms shall have the respective meanings set out below and grammatical variations of those terms shall have corresponding meanings:

- (1) **"2005 Master Indenture"** means the trust indenture dated June 21, 2005 between First Capital Realty Inc. (as predecessor to the REIT) and Computershare Trust Company of Canada, as supplemented from time to time.
- (2) **"2020 Master Indenture"** means the trust indenture dated May 25, 2020 between the REIT and Computershare Trust Company of Canada, as supplemented from time to time.
- (3) **"adjusted cost base"** has the meaning ascribed thereto in the Tax Act;
- (4) **"Arrangement"** means the arrangement under section 192 of the CBCA and section 60 of the Trustee Act on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Arrangement Agreement, Article 7 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Arrangement Parties, each acting reasonably;
- (5) **"Arrangement Agreement"** means the arrangement agreement dated as of April 16, 2026 between the REIT, ArrangementCo, the Purchaser, KingSett and Choice, including the schedules thereto, providing for, among other things, the Arrangement, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;
- (6) **"Arrangement Agreement Date Value"** means \$24.25;
- (7) **"Arrangement Cash Consideration"** means an amount, in cash, equal to the sum of (i) the product obtained when the Cash Consideration per Unit is multiplied by the number of Partly Diluted REIT Units, and (ii) the aggregate amount payable to holders of Cash-Settled Incentive Securities in accordance with Section 3.1(26), Section 3.1(28), Section 3.1(30), Section 3.1(31) and the REIT Disclosure Letter, which aggregate amount shall be set out in Section 1.1(7) of the Pre-Closing Notice;
- (8) **"Arrangement Consideration"** means, collectively, the Arrangement Cash Consideration and the Choice Consideration Units;
- (9) **"Arrangement Consideration per Unit"** means the total consideration per REIT Unit to be received by a Unitholder (other than Dissenting Unitholders in respect of their Dissent Units) pursuant to the Arrangement, consisting of the Cash Consideration per Unit and the Choice Consideration Units per Unit;

- (10) **"Arrangement Parties"** means the REIT, ArrangementCo, the Purchaser and Choice, and **"Arrangement Party"** means any one of them;
- (11) **"Arrangement Resolution"** means the special resolution of Unitholders approving this Plan of Arrangement to be considered at the Meeting in accordance with the terms of the Arrangement Agreement;
- (12) **"ArrangementCo"** means 17853335 Canada Inc., a corporation incorporated under the CBCA;
- (13) **"ArrangementCo Shares"** means the issued and outstanding shares in the capital of ArrangementCo;
- (14) **"Articles of Arrangement"** means the articles of arrangement in the prescribed form in respect of the Arrangement required by the CBCA to be sent to the Director after the Final Order is made, which shall be in form and substance satisfactory to the Arrangement Parties, each acting reasonably;
- (15) **"Buildings"** means all buildings, fixtures, structures, erections, improvements and appurtenances located on, in or under the Lands;
- (16) **"Business Day"** means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario;
- (17) **"Cash Consideration per Unit"** means an amount in cash equal to \$19.24 per REIT Unit, consisting of the sum of the Special Cash Distribution per Unit, the Special Note Distribution per Unit and the Net Cash Proceeds per Unit;
- (18) **"Cash-Settled Deferred Units"** means Deferred Units issued or issuable on or after the Cash-Settlement Cut-Off Date, including, for greater certainty, "distribution equivalent" Deferred Units issued or that are issuable in respect of distributions declared by the REIT on the REIT Units on or after the Cash-Settlement Cut-Off Date;
- (19) **"Cash-Settled Incentive Securities"** means, collectively, Options, Cash-Settled Deferred Units, Cash-Settled Performance Units, Cash-Settled Restricted Units, and Cash-Settled Phantom Units;
- (20) **"Cash-Settled Performance Units"** means Performance Units issued or issuable on or after the Cash-Settlement Cut-Off Date, including, for greater certainty, "distribution equivalent" Performance Units issued or that are issuable in respect of distributions declared by the REIT on the REIT Units on or after the Cash-Settlement Cut-Off Date;
- (21) **"Cash-Settled Phantom Units"** means the Incentive Award grants approved but not issued, as identified in the REIT Disclosure Letter;
- (22) **"Cash-Settled Restricted Units"** means Restricted Units issued or issuable on or after the Cash-Settlement Cut-Off Date, including, for greater certainty, "distribution equivalent" Restricted Units issued or that are issuable in respect of distributions declared by the REIT on the REIT Units on or after the Cash-Settlement Cut-Off Date;
- (23) **"Cash-Settlement Cut-Off Date"** means April 15, 2026;
- (24) **"CBCA"** means the *Canada Business Corporations Act*;

- (25) **"Certificate of Arrangement"** means the certificate of arrangement issued by the Director pursuant to subsection 192(7) of the CBCA in respect of the Articles of Arrangement;
- (26) **"Circular"** means the notice of Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto, and information incorporated by reference in, such management information circular, to be sent to Unitholders and each other Person as may be required by the Interim Order in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Arrangement Agreement;
- (27) **"Choice"** means Choice Properties Real Estate Investment Trust;
- (28) **"Choice Acquisition Properties"** means the Properties identified to the REIT in writing by Choice and the Purchaser, which will be acquired on the Effective Date by the Choice Property Purchasers from the Choice Property Sellers pursuant to the Choice Purchase Agreement in accordance with the Arrangement Agreement and the Plan of Arrangement;
- (29) **"Choice Cash Deposit"** means an amount, in cash, equal to (i) \$3,946,448,877, *minus* (ii) the sum of (x) the aggregate amount of the REIT Subsidiary Notes and (y) the Choice Property Mortgages Amount, which net amount shall be set out in Section 1.1(29) of the Pre-Closing Notice;
- (30) **"Choice Consideration Units"** means 68,600,000 Choice Units, forming part of the Arrangement Consideration, to be issued and delivered in accordance with this Plan of Arrangement;
- (31) **"Choice Consideration Units per Unit"** means 0.3186 of a whole Choice Unit;
- (32) **"Choice Debenture Assumption Transactions"** means the transactions specified in Section 1.1(32) of the Pre-Closing Notice giving effect to the Debenture Assumption to be entered into by, among others, the applicable Choice Property Purchasers specified in Section 3.1(7) of the Pre-Closing Notice, and Choice with the first transaction described in Section 1.1(32) of the Pre-Closing Notice being effective as of the specified time pursuant to Section 3.1(45) and each other transaction described in Section 1.1(32) of the Pre-Closing Notice to be completed in two minute intervals, pursuant to which Choice, among others, shall assume and perform all of the liabilities and obligations under the Debentures outstanding as of the Effective Date, in each case in accordance with the terms of the applicable Indentures;
- (33) **"Choice Declaration of Trust"** means the Declaration of Trust of Choice dated as of April 30, 2021, and as further amended from time to time, which is governed by the laws of the Province of Ontario;
- (34) **"Choice Funds"** means, at any time, the funds held by the Depositary pursuant to the terms of the Depositary Agreement for or on behalf of Choice or any Subsidiary of Choice at such time, including in accordance with the directions set forth in Section 3.1;
- (35) **"Choice Properties Cash Proceeds"** means an amount, in cash, equal to the sum of (i) the Choice Cash Deposit and (ii) the Choice Units Subscription Amount;
- (36) **"Choice Properties Purchase Price"** means the aggregate purchase price payable by the Choice Property Purchasers for the purchase of the Choice Purchased Assets from the Choice Property Sellers pursuant to the Choice Purchase Agreement, consisting of the Choice Properties Purchase Price Fixed Portion and the Choice Properties Purchase Price Variable Portion;

- (37) **"Choice Properties Purchase Price Fixed Portion"** means the amount specified in Section 1.1(37) of the Pre-Closing Notice;
- (38) **"Choice Properties Purchase Price Variable Portion"** means an amount equal to the Choice Units Subscription Amount;
- (39) **"Choice Properties Sale"** has the meaning ascribed thereto in Section 3.1(9);
- (40) **"Choice Property Mortgages"** means the credit agreements, commitment letters, hypothecs, trust indentures, mortgages, charges and related security documents with respect to the loans which are secured by the Choice Acquisition Properties, unless otherwise specified under Section 1.1(40) of the Pre-Closing Notice;
- (41) **"Choice Property Mortgages Amount"** means the outstanding principal amount owing under the Choice Property Mortgages at the commencement of the Effective Date, as confirmed by the REIT to the Purchaser and Choice and set out in Section 1.1(41) of the Pre-Closing Notice;
- (42) **"Choice Property Purchasers"** means those Subsidiaries of Choice specified in Section 1.1(42) of the Pre-Closing Notice;
- (43) **"Choice Property Sellers"** means the REIT Subsidiaries that are the beneficial owners of the Choice Acquisition Properties or the shareholders of the Purchased Equity Interests immediately prior to the Effective Time, as confirmed by the REIT to the Purchaser and Choice and set out in Section 1.1(43) of the Pre-Closing Notice;
- (44) **"Choice Purchase Agreement"** means the asset purchase agreement between the REIT and Choice dated the Effective Date providing for the acquisition by the Choice Property Purchasers, and the sale by the Choice Property Sellers, of the Choice Acquisition Properties on the Effective Date;
- (45) **"Choice Purchased Assets"** means, collectively, (i) the Choice Acquisition Properties and assets related thereto (as more particularly described in the Choice Purchase Agreement), and (ii) the Purchased Equity Interests, to be acquired by the Choice Property Purchasers from the Choice Property Sellers under the Choice Purchase Agreement;
- (46) **"Choice Supplemental Indenture"** means the supplemental indenture or supplemental indentures, as applicable, in form and content satisfactory to each of Choice, the Purchaser, the REIT and the Debenture Trustee, each acting reasonably, to be entered into by Choice, the Purchaser, the REIT and the Debenture Trustee effective as of the specified time pursuant to the Choice Debenture Assumption Transactions, providing for the assumption and performance by Choice of the discharge and performance of all of the liabilities and obligations under the Debentures and the release of the REIT and its Subsidiaries therefrom;
- (47) **"Choice Unit"** means a participating unit of interest in Choice designated as a "Trust Unit" and issued pursuant to the Choice Declaration of Trust and having the attributes described therein, and for greater certainty includes Choice Consideration Units issued in accordance with the Arrangement Agreement and this Plan of Arrangement;
- (48) **"Choice Units Subscription Amount"** means the amount equal to the product obtained when (i) 68,600,000 is multiplied by (ii) the Choice Units Subscription Amount per Unit, which aggregate amount shall be set out in Section 1.1(48) of the Pre-Closing Notice;

- (49) **"Choice Units Subscription Amount per Unit"** means the trading price of the Choice Units on the TSX at the close of trading on the second-last trading day immediately prior to the Effective Date, or such other estimated fair market value of a Choice Unit as may be specified in Section 1.1(49) of the Pre-Closing Notice;
- (50) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (51) **"Debenture Trustee"** means Computershare Trust Company of Canada, in its capacity as trustee for and on behalf of the holders of the Debentures;
- (52) **"Debentures"** means, collectively, the Series V Debentures, the Series U Debentures, the Series A Debentures, the Series B Debentures, the Series C Debentures, the Series D Debentures, the Series E Debentures, the Series F Debentures and the Series G Debentures;
- (53) **"Debentures Balance"** means the aggregate principal amount of the Debentures, together with accrued interest thereon, as of immediately prior to the Effective Date;
- (54) **"Deferred Unit"** means a deferred trust unit granted under the Deferred Unit Plan;
- (55) **"Deferred Unit Plan"** means the third amended and restated deferred trust unit plan of the REIT dated April 2, 2024, as it may be further amended, supplemented or restated from time to time;
- (56) **"Depository"** means Odyssey Trust Company or such other Person as the REIT may, with the approval of the Purchaser and Choice, each acting reasonably, appoint to act as depository in connection with the Arrangement;
- (57) **"Depository Agreement"** means the agreement entered into between the Depository and the Arrangement Parties prior to the Effective Date (the terms and conditions of which shall be satisfactory to the Arrangement Parties, each acting reasonably), providing for the receipt and distribution by the Depository of the Arrangement Consideration in accordance with this Plan of Arrangement;
- (58) **"Director"** means the Director appointed pursuant to section 260 of the CBCA;
- (59) **"Dissent Rights"** has the meaning ascribed thereto in Section 4.1(1);
- (60) **"Dissent Unit"** means a REIT Unit held by a Dissenting Unitholder in respect of which the Unitholder has duly and validly exercised Dissent Rights and not withdrawn (or been deemed to have withdrawn) such duly and validly exercised Dissent Rights prior to the Effective Time;
- (61) **"Dissent Unit Transfer Time"** has the meaning ascribed thereto in Section 4.1(2);
- (62) **"Dissenting Unitholder"** means a registered holder of REIT Units as at the Record Date who has duly and validly exercised Dissent Rights in respect of the Arrangement in strict compliance with the Dissent Rights and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, and who is ultimately determined to be entitled to be paid the fair value, determined in accordance with Article 4, of his, her or its REIT Units in respect of which such Unitholder has duly and validly exercised Dissent Rights;
- (63) **"Distributing Parent LP"** has the meaning ascribed thereto in Section 3.1(17);

- (64) **"Distributing REIT Subsidiary Corporation"** means a Choice Property Seller that is a corporation, all of the shares of which are owned by the REIT or by a REIT Subsidiary;
- (65) **"Distributing REIT Subsidiary LP"** means a REIT Subsidiary LP other than an Excluded LP;
- (66) **"Distributing REIT Sub-trust"** means each of FCHT, FCDT and any other REIT Sub-trust specified in Section 1.1(66) of the Pre-Closing Notice;
- (67) **"Distributing Subsidiary LP"** has the meaning ascribed thereto in Section 3.1(17);
- (68) **"DRS Advice"** has the meaning ascribed thereto in Section 5.4(1);
- (69) **"Effective Date"** means the date shown on the Certificate of Arrangement giving effect to the Arrangement;
- (70) **"Effective Time"** means the later of [●] (Toronto time) on the Effective Date, or such other time on the Effective Date as the Arrangement Parties may agree to in writing before the Effective Date;
- (71) **"Employee Unit Purchase Plan"** means the employee unit purchase plan of the REIT effective as of December 30, 2019, as it may be amended, supplemented or restated from time to time;
- (72) **"Excluded LP"** means (i) any Retained Property LP, and (ii) any other REIT Subsidiary LP identified as an Excluded LP in Section 1.1(72) of the Pre-Closing Notice;
- (73) **"FCDT"** means First Capital Domaine Trust, a trust formed under the laws of the Province of Ontario;
- (74) **"FCHT"** means First Capital Holdings Trust, a trust formed under the laws of the Province of Ontario;
- (75) **"FCHT Loan"** means the REIT Subsidiary Loan by the REIT to FCHT contemplated by Section 3.1(6), in an amount equal to 50% of the Debentures Balance (or such other amount as may be specified in Section 3.1(6) of the Pre-Closing Notice);
- (76) **"FCHT Note"** means the promissory note issued by FCHT to the REIT pursuant to Section 3.1(6), with a principal amount equal to the amount of the FCHT Loan;
- (77) **"FCRI LP"** means FCRI Properties LP, a limited partnership formed under the laws of the Province of Ontario;
- (78) **"FCRI LP Loan"** means the REIT Subsidiary Loan by the REIT to FCRI LP contemplated by Section 3.1(6), in an amount equal to 50% of the Debentures Balance (or such other amount as may be specified in Section 3.1(6) of the Pre-Closing Notice);
- (79) **"FCRI LP Note"** means the promissory note issued by FCRI LP to the REIT pursuant to Section 3.1(6), with a principal amount equal to the amount of the FCRI LP Loan;
- (80) **"Final Order"** means the final order of the Court made pursuant to section 192(4) of the CBCA and section 60 of the Trustee Act in a form acceptable to the Arrangement Parties, each acting reasonably, approving the Arrangement, as such order may be amended, modified, supplemented or varied by the Court (with the consent of the Arrangement Parties, each acting reasonably) at

any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended, modified, supplemented or varied (provided that any such amendment, modification, supplement or variation is acceptable to the Arrangement Parties, each acting reasonably) on appeal;

- (81) **"Governmental Entity"** means (a) any international, multinational, national, federal, provincial, state, territorial, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission (including any securities commission or similar regulatory authority), board, bureau, ministry, agency or instrumentality, domestic or foreign, (b) any subdivision, agent or authority of any of the above, (c) any quasi-governmental body, professional body or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (d) any stock exchange;
- (82) **"holder"** means, when used with reference to any securities of any Person, the registered or beneficial holder of such securities, as the context requires;
- (83) **"Incentive Awards"** means Deferred Units, Performance Units and Restricted Units;
- (84) **"Incentive Awards Choice Units"** means the total number of Choice Consideration Units to be issued to holders of Deferred Units, Performance Units and Restricted Units in accordance with Section 3.1(25), Section 3.1(27) and Section 3.1(29), as confirmed by the REIT to the Purchaser and Choice and specified in Section 1.1(84) of the Pre-Closing Notice;
- (85) **"Incentive Securities"** means, collectively, the Incentive Awards and Options;
- (86) **"Indentures"** means, collectively, the 2005 Master Indenture, 2020 Master Indenture, Series A Indenture, Series B Indenture, Series C Indenture, Series D Indenture, Series E Indenture, Series F Indenture, Series G Indenture, Series U Indenture and Series V Indenture;
- (87) **"Interim Order"** means the order of the Court made pursuant to section 192(4) of the CBCA and section 60 of the Trustee Act in a form acceptable to the Arrangement Parties, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as such order may be amended, modified, supplemented or varied by the Court (with the consent of the Arrangement Parties, each acting reasonably);
- (88) **"JV Entity"** means any Person that (a) owns a direct or indirect interest in a JV Property and (b) the equity interests of which are owned directly or indirectly by the REIT (or one or more REIT Subsidiaries) and one or more JV Partners;
- (89) **"JV Partner"** means any Person (other than the REIT or any REIT Subsidiary) that owns a direct or indirect interest in a JV Property or a JV Entity;
- (90) **"JV Property"** means a Property set out in Section 3.1(19)(a) of the REIT Disclosure Letter in respect of which the legal and beneficial interest in the freehold title or leasehold title, as applicable, to such Property is not 100% owned by the REIT or any of its wholly-owned Subsidiaries, unless otherwise specified under Section 1.1(90) of the Pre-Closing Notice;
- (91) **"KingSett"** means KingSett Real Estate Growth LP No. 8;
- (92) **"Lands"** means the lands and premises listed in Section 1.1(b) of the REIT Disclosure Letter;

- (93) "**Law**" means, with respect to any Person, any and all applicable law (including statutory and common law), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling, or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise;
- (94) "**Legacy Option Plan**" means the amended and restated stock option plan of the REIT dated March 1, 2021;
- (95) "**Lenders**" means KingSett or the applicable Purchaser Debt Financing Sources that are lender(s) under the REIT Daylight Loan, as specified in Section 1.1(95) of the Pre-Closing Notice;
- (96) "**Letter of Transmittal**" means the letter of transmittal to be delivered by Unitholders to the Depositary, as described in the Circular;
- (97) "**Lien**" means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachments, option, right of first refusal or first offer, occupancy right, assignment, lien (statutory or otherwise), defect of title, or restriction or adverse right or claim, or other third party interest or encumbrance of any kind, in each case, whether contingent or absolute;
- (98) "**Meeting**" means the special meeting of Unitholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, called and held in accordance with the Interim Order to consider and, if deemed advisable, approve the Arrangement, the Arrangement Resolution, ancillary matters to the foregoing and, if agreed by the Purchaser and Choice, each acting reasonably, for any other purpose set out in the Circular;
- (99) "**Net Cash Proceeds per Unit**" means the amount, if any, in cash equal to the Cash Consideration per Unit *minus* the sum of the Special Cash Distribution per Unit and the Special Note Distribution per Unit;
- (100) "**Net Sale Proceeds per Unit**" means the Net Cash Proceeds per Unit *plus* the Choice Consideration Units per Unit;
- (101) "**Option**" means a unit option (formerly referred to as a stock option) to acquire a REIT Unit granted under the Legacy Option Plan;
- (102) "**Parties**" means the REIT, ArrangementCo, the Purchaser, KingSett and Choice and "**Party**" means any one of them;
- (103) "**Partly Diluted REIT Units**" means (i) the REIT Units issued and outstanding immediately prior to the Effective Time, *plus* (ii) the number of REIT Units that would be issuable in exchange for each Deferred Unit, Performance Unit and Restricted Unit, whether vested or unvested, but excluding Cash-Settled Incentive Securities, that is issued and outstanding immediately prior to the Effective Time, calculated as if any unvested Performance Units (excluding Cash-Settled Performance Units) outstanding immediately prior to the Effective Time had, immediately prior to that time, vested based on the applicable Performance Factor;
- (104) "**Performance Factor**" means, with respect to Performance Units: (i) granted during the fiscal year ended December 31, 2024, 198%; and (ii) granted during the fiscal year ended December 31, 2025, 176%;

- (105) **"Performance Unit"** means a performance trust unit of the REIT granted under the Restricted Unit Plan;
- (106) **"Person"** means an individual, general partnership, limited partnership, corporation, company, limited liability company, body corporate, joint venture, unincorporated organization, other form of business organization, estate, trust, trustee, executor, administrator or other legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;
- (107) **"Plan of Arrangement"** means this plan of arrangement, subject to any amendments or variations thereto made in accordance with Article 7 or with the Arrangement Agreement, or made at the direction of the Court in the Final Order (with the prior written consent of the Arrangement Parties, each acting reasonably);
- (108) **"Pre-Closing Notice"** means the notice required to be delivered by the Purchaser and Choice to the REIT in accordance with the Arrangement Agreement specifying the applicable details relating to the Arrangement steps as contemplated by this Plan of Arrangement, including the Purchaser's and Choice's best estimate of all amounts, matters and details required to be specified therein as contemplated by this Plan of Arrangement, a draft of which shall initially be delivered by the Purchaser and Choice to the REIT no later than 5 Business Days prior to the expected Effective Date (or such shorter period as the REIT may agree, acting reasonably), which draft notice shall be subject to such revisions or amendments as the Purchaser and Choice, each acting reasonably, from time to time notify the REIT in writing not later than the date that is one Business Day prior to the Effective Date, which Pre-Closing Notice (as finally revised or amended in accordance with the foregoing) shall be executed by the Arrangement Parties and will be appended as a schedule to this Plan of Arrangement and shall constitute the "Pre-Closing Notice" for purposes of the Arrangement;
- (109) **"Properties"** means all of the Lands and the Buildings;
- (110) **"Proscription Deadline"** has the meaning ascribed thereto in Section 5.8;
- (111) **"Purchased Equity Interests"** has the meaning ascribed thereto in the Choice Purchase Agreement;
- (112) **"Purchaser"** means Premier Acquisition LP;
- (113) **"Purchaser Cash Deposit"** means an amount, in cash, equal to (i) the Arrangement Cash Consideration, *plus* (ii) the REIT Subsidiary Notes Interest Amount, *plus* (iii) the REIT Daylight Loan Interest Amount, *minus* (iv) the Choice Cash Deposit, which amount shall be specified in Section 1.1(113) of the Pre-Closing Notice;
- (114) **"Purchaser Funds"** means, at any time, the funds held by the Depositary pursuant to the Depositary Agreement for or on behalf of the Purchaser at such time, including in accordance with the directions set forth in Section 3.1;
- (115) **"Record Date"** means the record date for determining Unitholders entitled to vote at the Meeting;
- (116) **"Registered Owners"** means the owner(s) of all or any portion of the legal/registered interest in the freehold or leasehold title, as applicable, to any Properties as set out in Section 3.1(19)(a) of

the REIT Disclosure Letter, unless otherwise indicated by the REIT to the Purchaser and Choice and specified in Section 1.1(116) of the Pre-Closing Notice;

- (117) **"REIT"** means First Capital Real Estate Investment Trust, a trust formed under the laws of the Province of Ontario;
- (118) **"REIT Daylight Loan"** means the loan(s) by the Lenders to the REIT contemplated by Section 3.1(5) to permit the REIT to make the REIT Subsidiary Loans;
- (119) **"REIT Daylight Loan Amount"** means the aggregate principal amount of the REIT Daylight Loan, which amount shall be specified in Section 1.1(119) of the Pre-Closing Notice and shall not be less than the sum of (i) the Debentures Balance, and (ii) the REIT Subsidiary Notes Interest Amount;
- (120) **"REIT Daylight Loan Interest Amount"** means the aggregate amount of interest (and any fees) payable by the REIT to the Lenders under the REIT Daylight Loan pursuant to Section 3.1(22);
- (121) **"REIT Declaration of Trust"** means the amended and restated declaration of trust of the REIT dated as of November 30, 2025, as it may be further amended, supplemented or restated from time to time, which is governed by the laws of the Province of Ontario;
- (122) **"REIT Estimated Pre-LRE Taxable Income"** means the estimated Taxable Income of the REIT for its taxation year ending immediately prior to the REIT LRE, as set out in Section 1.1(122) of the Pre-Closing Notice;
- (123) **"REIT Funds"** means, at any time, the funds held by the Depositary pursuant to the Depositary Agreement for or on behalf of the REIT or any REIT Subsidiary at such time, including in accordance with the directions set forth in Section 3.1;
- (124) **"REIT LRE"** means the "loss restriction event" (as defined in the Tax Act) of the REIT (and each REIT Sub-trust) occurring on the Effective Date as a result of the Arrangement;
- (125) **"REIT Released Parties"** means, collectively, the REIT, the REIT Subsidiaries immediately prior to the Effective Time, and their respective present and former officers, directors, trustees, employees, auditors, financial advisors, legal counsel and agents;
- (126) **"REIT Subscription Units"** means that number of REIT Units equal to the quotient obtained when (i) the REIT Units Subscription Amount, is divided by (ii) the REIT Units Subscription Amount per Unit;
- (127) **"REIT Subsidiary"** means a Subsidiary of the REIT;
- (128) **"REIT Subsidiary Borrower"** means, unless otherwise specified in Section 1.1(128) of the Pre-Closing Notice, each of FCHT and FCRI Properties LP;
- (129) **"REIT Subsidiary Corporation Cash Distributions"** has the meaning ascribed thereto in Section 3.1(14);
- (130) **"REIT Subsidiary Loans"** means the loans contemplated by Section 3.1(6), and includes the FCHT Loan and FCRI LP Loan;

- (131) **"REIT Subsidiary LP"** means a REIT Subsidiary that is a limited partnership;
- (132) **"REIT Subsidiary LP Cash Distribution"** has the meaning ascribed thereto in Section 3.1(16);
- (133) **"REIT Subsidiary LP Residual Distribution"** has the meaning ascribed thereto in Section 3.1(17);
- (134) **"REIT Subsidiary Note"** means, with respect to a particular REIT Subsidiary Borrower, the interest-bearing promissory note to be issued by such REIT Subsidiary Borrower in accordance with Section 3.1(6), evidencing a REIT Subsidiary Loan in the principal amount and containing the terms and conditions specified in Section 3.1(6) of the Pre-Closing Notice;
- (135) **"REIT Subsidiary Notes Interest Amount"** means the aggregate interest payable by the REIT Subsidiary Borrowers on the REIT Subsidiary Notes pursuant to Section 3.1(8);
- (136) **"REIT Sub-trust"** means each REIT Subsidiary that is a trust;
- (137) **"REIT Sub-trust Distributions"** has the meaning ascribed thereto in Section 3.1(21);
- (138) **"REIT Sub-trust Excluded Property"** means, with respect to a particular Distributing REIT Sub-trust, (i) \$1,000, and (ii) any other property or assets specified in Section 1.1(138) of the Pre-Closing Notice with respect to such Distributing REIT Sub-trust;
- (139) **"REIT Unit"** means a participating unit of interest in the REIT designated as a "Trust Unit" and issued pursuant to the REIT Declaration of Trust, and **"REIT Units"** means, collectively, all such units of interest in the REIT outstanding at any particular time, and for greater certainty includes units of the REIT issued in accordance with this Plan of Arrangement and the Arrangement Agreement;
- (140) **"REIT Units Subscription Amount"** means the amount, in dollars, specified in Section 1.1(140) of the Pre-Closing Notice, which shall be equal to the sum of the REIT Units Subscription Amount Cash Portion and the REIT Units Subscription Amount Units Portion;
- (141) **"REIT Units Subscription Amount Cash Portion"** means an amount, in cash, equal to the amount by which (i) the sum of (A) the aggregate amount of the Special Cash Distribution and Special Note Distribution, (B) the cash payable to holders of Incentive Securities pursuant to this Plan of Arrangement, (C) the REIT Subsidiary Notes Interest Amount, and (D) the REIT Daylight Loan Interest Amount, exceeds (ii) the Choice Properties Cash Proceeds, which amount shall be set out in Section 1.1(141) of the Pre-Closing Notice;
- (142) **"REIT Units Subscription Amount per Unit"** means the amount specified in Section 1.1(142) of the Pre-Closing Notice, which amount shall be equal to the estimated fair market value of a REIT Unit immediately following the Special Cash Distribution and Special Note Distribution, but prior to the Special Units Distribution (if any);
- (143) **"REIT Units Subscription Amount Units Portion"** means the amount equal to the product obtained when (i) the number of Incentive Awards Choice Units, is multiplied by (ii) the Choice Units Subscription Amount per Unit;

- (144) "**Related Assets**" has the meaning ascribed thereto in the Retained Property Transfer Agreements; *provided* that under no circumstances shall Related Assets include any REIT Subsidiary Loan proceeds or any Choice Properties Cash Proceeds;
- (145) "**Residual Purchased Units**" means the REIT Units held by the Residual Unitholders;
- (146) "**Residual Unitholder**" means a beneficial holder of REIT Units, other than Dissent Units, who: (i) is not a "non-resident" of Canada or a partnership other than a "Canadian partnership" (in each case, within the meaning of the Tax Act), (ii) immediately prior to the effective time of the step in Section 3.1(41) beneficially holds not less than 100 REIT Units having an aggregate fair market value of not less than \$500, and who has not executed a trade in respect of the disposition of such REIT Units before the Effective Time; and (iii) if all of the beneficial holders of REIT Units described in (i) and (ii) were ranked in order of the number of REIT Units beneficially held by them immediately prior to the Effective Time, from highest to lowest, would be included in the last 175 of such holders of REIT Units;
- (147) "**Restricted Unit**" means a restricted trust unit of the REIT granted under the Restricted Unit Plan;
- (148) "**Restricted Unit Plan**" means the fourth amended and restated restricted trust unit plan of the REIT dated April 14, 2026, as it may be further amended, supplemented or restated from time to time;
- (149) "**Retained Properties**" means all of the Properties other than any Property that is a Choice Acquisition Property, and "**Retained Property**" means any one of them;
- (150) "**Retained Property LPs**" means those limited partnerships to be formed in accordance with Section 1.1(150) of the Pre-Closing Notice, which immediately prior to the Effective Time will be REIT Subsidiary LPs;
- (151) "**Retained Property Owner**" means the beneficial owner of a Retained Property as set out in Section 1.1(151) of the Pre-Closing Notice;
- (152) "**Retained Property Transfer Agreements**" means the asset transfer agreements to be entered into between the Retained Property Owners and the Retained Property LPs on the Effective Date, providing for the assignment and transfer by the Retained Property Owners of their beneficial right, title and interest in the Retained Properties, along with any Related Assets, to the Retained Property LPs and the assumption by the Retained Property LPs of the liabilities and obligations of the Retained Property Owners on the Effective Date in accordance with Section 3.1(12) and the terms thereof, which agreements shall be in a form to be agreed upon by the REIT and the Purchaser, each acting reasonably, prior to the Effective Date and which shall provide that the transfers shall be taxable in accordance with subsection 97(1) of the Tax Act;
- (153) "**Retained Property Transfers**" has the meaning ascribed thereto in Section 3.1(12);
- (154) "**Series A Debentures**" means the 3.447% senior unsecured debentures due March 1, 2028 issued by the REIT pursuant to the Series A Indenture originally in the aggregate principal amount of \$200,000,000;
- (155) "**Series A Indenture**" means the first supplemental indenture to the 2020 Master Indenture, dated September 1, 2020, between the REIT and Computershare Trust Company of Canada, providing for the issuance of the Series A Debentures;

- (156) "**Series B Debentures**" means the 5.572% senior unsecured debentures due March 1, 2031 issued by the REIT pursuant to the Series B Indenture originally in the aggregate principal amount of \$300,000,000;
- (157) "**Series B Indenture**" means the second supplemental indenture to the 2020 Master Indenture, dated March 1, 2024, between the REIT and Computershare Trust Company of Canada, providing for the issuance of the Series B Debentures;
- (158) "**Series C Debentures**" means the 5.455% senior unsecured debentures due June 12, 2032 issued by the REIT pursuant to the Series C Indenture originally in the aggregate principal amount of \$300,000,000;
- (159) "**Series C Indenture**" means the third supplemental indenture to the 2020 Master Indenture, dated June 12, 2024, between the REIT and Computershare Trust Company of Canada, providing for the issuance of the Series C Debentures;
- (160) "**Series D Debentures**" means the 4.513% senior unsecured debentures due June 3, 2030 issued by the REIT pursuant to the Series D Indenture originally in the aggregate principal amount of \$200,000,000;
- (161) "**Series D Indenture**" means the fourth supplemental indenture to the 2020 Master Indenture, dated November 1, 2024, between the REIT and Computershare Trust Company of Canada, providing for the issuance of the Series D Debentures;
- (162) "**Series E Debentures**" means the 4.832% senior unsecured debentures due June 13, 2033 issued by the REIT pursuant to the Series E Indenture originally in the aggregate principal amount of \$300,000,000;
- (163) "**Series E Indenture**" means the fifth supplemental indenture to the 2020 Master Indenture, dated June 13, 2025, between the REIT and Computershare Trust Company of Canada, providing for the issuance of the Series E Debentures;
- (164) "**Series F Debentures**" means the 4.461% senior unsecured debentures due February 15, 2034 issued by the REIT pursuant to the Series F Indenture originally in the aggregate principal amount of \$250,000,000;
- (165) "**Series F Indenture**" means the sixth supplemental indenture to the 2020 Master Indenture, dated November 14, 2025, between the REIT and Computershare Trust Company of Canada, providing for the issuance of the Series F Debentures;
- (166) "**Series G Debentures**" means the 4.760% senior unsecured debentures due February 15, 2035 issued by the REIT pursuant to the Series G Indenture originally in the aggregate principal amount of \$250,000,000;
- (167) "**Series G Indenture**" means the seventh supplemental indenture to the 2020 Master Indenture, dated December 8, 2025, between the REIT and Computershare Trust Company of Canada, providing for the issuance of the Series G Debentures;
- (168) "**Series U Debentures**" means the 3.753% senior unsecured debentures due July 12, 2027 issued by the REIT pursuant to the Series U Indenture originally in the aggregate principal amount of \$300,000,000;

- (169) "**Series U Indenture**" means the twenty-sixth supplemental indenture to the 2005 Master Indenture, dated July 10, 2017, between First Capital Realty Inc. (as succeeded by the REIT) and Computershare Trust Company of Canada, providing for the issuance of the Series U Debentures;
- (170) "**Series V Debentures**" means the 3.456% senior unsecured debentures due January 22, 2027 issued by the REIT pursuant to the Series V Indenture originally in the aggregate principal amount of \$200,000,000;
- (171) "**Series V Indenture**" means the twenty-eighth supplemental indenture to the 2005 Master Indenture, dated July 22, 2019, between First Capital Realty Inc. (as succeeded by the REIT) and Computershare Trust Company of Canada, providing for the issuance of the Series V Debentures;
- (172) "**Special Cash Distribution**" has the meaning ascribed thereto in Section 3.1(34);
- (173) "**Special Cash Distribution per Unit**" means an amount per REIT Unit equal to the quotient obtained when the amount of the Special Cash Distribution is divided by the number of REIT Units issued and outstanding immediately prior to the effective time of the Special Cash Distribution;
- (174) "**Special Distribution Note**" means, to the extent specified in Section 1.1(174) of the Pre-Closing Notice, a non-interest-bearing promissory note with a principal amount equal to the amount of the Special Note Distribution, which Special Distribution Note shall be issued by the REIT in accordance with Section 3.1(35);
- (175) "**Special Note Distribution**" has the meaning ascribed thereto in Section 3.1(35);
- (176) "**Special Note Distribution per Unit**" means an amount per REIT Unit equal to the quotient obtained when the amount of the Special Note Distribution is divided by the number of REIT Units issued and outstanding immediately prior to the effective time of the Special Note Distribution;
- (177) "**Special Units Distribution**" has the meaning ascribed thereto in Section 3.1(36);
- (178) "**Special Units Distribution Issue Price**" means an amount per REIT Unit equal to the REIT Units Subscription Amount per Unit;
- (179) "**Subsidiary**" means, with respect to a Person, a corporation, partnership, trust, limited liability company, unlimited liability company, joint venture or other Person of which either: (a) such Person or any other subsidiary of the Person is a general partner, managing member or functional equivalent; (b) voting power to elect a majority of the board of directors or trustees or others performing a similar function with respect to such organization is held by such Person or by any one or more of such Person's subsidiaries; or (c) more than 50% of the equity interest is controlled, directly or indirectly, by such Person;
- (180) "**Tax Act**" means the *Income Tax Act* (Canada);
- (181) "**Taxable Income**" means, for any taxation year, the aggregate of: (a) the net income for the year (excluding capital gains and capital losses) determined in accordance with the Tax Act having regard to the provisions thereof which relate to the calculation of income for the purpose of determining the "taxable income" of a trust, and read without reference to paragraph 82(1)(b) and subsection 104(6) of the Tax Act, less any non-capital losses carried forward from prior taxation

years that are deductible in the taxation year, and (b) the amount of capital gains for the year less the amount of capital losses for the year, in each case, as calculated in accordance with the Tax Act, less any net capital losses carried forward from prior taxation years that are deductible in the taxation year;

- (182) "**Taxes**" means: (a) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employer health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions, and (b) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (a) above or this clause (b);
- (183) "**Trustee Act**" means the *Trustee Act* (Ontario);
- (184) "**TSX**" means the Toronto Stock Exchange;
- (185) "**Unitholder Rights Plan**" means the second amended and restated unitholder rights plan agreement between the REIT and Odyssey Trust Company, dated April 14, 2026, as the same may be reconfirmed, amended or amended and restated from time to time;
- (186) "**Unitholders**" means the registered or beneficial holders of REIT Units, as the context requires; and
- (187) "**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder.

Any capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Arrangement Agreement. In addition, words and phrases used herein and defined in the CBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the CBCA unless the context otherwise clearly requires.

Section 1.2 Certain Rules of Interpretation

In this Plan of Arrangement, unless otherwise specified:

- (1) **Headings, etc.** The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Plan of Arrangement.
- (2) **Currency.** All references to "dollars" or to "\$" are references to Canadian dollars, unless otherwise stated.

- (3) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (4) **Certain Phrases, etc.** The words "**including**", "**includes**" and "**include**" mean "including (or includes or include) without limitation," and "**in the aggregate**" or a phrase of similar meaning means "in the aggregate, without duplication". Unless stated otherwise, "**Article**", "**Section**" and "**Schedule**" followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Plan of Arrangement. The terms "**hereof**", "**hereunder**" and similar expressions refer to this Plan of Arrangement and not to any particular Article, Section or other portion hereof. The word "**or**" includes "and/or". References to the "**transactions contemplated by the Arrangement**" include, for the avoidance of doubt, the transactions contemplated under or by the Arrangement Agreement, this Plan of Arrangement and the Choice Purchase Agreement.
- (5) **Statutes.** Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or reenacted, unless stated otherwise.
- (6) **Computation of Time.** A period of time is to be computed as beginning on the day following the event that began the period and ending at 5:00 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 5:00 p.m. on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required to be taken hereunder by a Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.
- (7) **Time References.** References to time are to local time, Toronto, Ontario.

ARTICLE 2

EFFECT OF THE ARRANGEMENT

Section 2.1 Arrangement and Arrangement Agreement

This Plan of Arrangement is made pursuant to and forms part of the Arrangement Agreement, and is subject to the provisions of the Arrangement Agreement except in respect of the order and sequence of the steps comprising the Arrangement, which shall occur in the order and sequence set forth in Section 3.1. This Plan of Arrangement constitutes an arrangement as referred to in section 192 of the CBCA. If there are any inconsistencies or conflicts between this Plan of Arrangement and the Arrangement Agreement, the terms of this Plan of Arrangement shall govern.

Section 2.2 Binding Effect

Upon filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, this Plan of Arrangement and the Arrangement will become binding on ArrangementCo, the REIT, each REIT Subsidiary, all Unitholders (including Dissenting Unitholders), all holders of Incentive Securities, the Purchaser, KingSett, Choice, the Choice Property Purchasers, the Depositary, the Lenders, the registrar and transfer agent of REIT Units, the registrar and transfer agent of Choice Units, the rights agent under the Unitholder Rights Plan, the Debenture Trustee, and all other Persons, in each case as of and from the Effective Time, without any further act or formality required on the part of any Person. No portion of this Plan of Arrangement shall take effect with respect to any Person until the Effective Time, and without affecting the timing set out in Section 3.1, each transaction set out in Section 3.1 shall be mutually conditional such that no transaction may occur without all transactions set out therein occurring.

Section 2.3 Transfers Free and Clear

Any transfer of securities pursuant to this Plan of Arrangement shall be free and clear of all Liens, claims and encumbrances. Each Unitholder (including Dissenting Unitholders) and each holder of an Incentive Security shall, in respect of any step in Section 3.1 applicable to such Person, be deemed, at the time such step occurs, to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer or exchange all REIT Units, Deferred Units, Performance Units, Restricted Units and Options, as applicable, held by such holder in accordance with such step.

Section 2.4 Effective Time of Transactions

The transfers, exchanges, issuances, cancellations and terminations provided for in Section 3.1 shall occur, and shall be deemed to occur, at the time and in the order and sequence specified in Section 3.1, notwithstanding that certain of the procedures related thereto may not be completed until after such time.

ARTICLE 3 ARRANGEMENT

Section 3.1 The Arrangement

Commencing at the Effective Time, unless otherwise specifically provided in this Section 3.1, each of the transactions or events set out below shall occur, and shall be deemed to occur, in the following order and sequence at two-minute intervals following the completion of the immediately preceding transaction or event, in each case without any further authorization, act or formality on the part of any Person:

Termination of Unitholder Rights Plan

- (1) Notwithstanding the terms of the Unitholder Rights Plan, the Unitholder Rights Plan shall be terminated and all rights issued pursuant to the Unitholder Rights Plan, if any, shall be cancelled without any payment in respect thereof.

Amendment of Constatting Documents

- (2) The REIT Declaration of Trust and the declaration of trust of each REIT Sub-trust shall be amended as necessary to permit the transactions contemplated by the Arrangement and the provisions of this Plan of Arrangement, including such amendments as may be specified in Section 3.1(2) of the Pre-Closing Notice. Such amendments are hereby deemed not to constitute, nor result in, a termination or resettlement of the REIT or any REIT Sub-trust.
- (3) The limited partnership agreement of each REIT Subsidiary LP shall be amended as necessary to permit the transactions contemplated by the Arrangement and the provisions of this Plan of Arrangement, including such amendments as may be specified in Section 3.1(3) of the Pre-Closing Notice.

Subscription by the Purchaser for the Choice Consideration Units

- (4) The Purchaser shall subscribe for the Choice Consideration Units by paying the Choice Units Subscription Amount to Choice, and the Choice Consideration Units shall be issued by Choice to the Purchaser as fully paid and validly issued Choice Units.

Concurrently with the subscription:

- (a) the Purchaser and Choice will be deemed to direct the Depositary to hold, and the Depositary shall hold, from and after the effective time of the subscription, for and on behalf of Choice, that portion of the Purchaser Funds then held by the Depositary equal to the Choice Units Subscription Amount, and such amount shall be deducted from the Purchaser Funds and added to the Choice Funds;
- (b) the Purchaser and Choice will be deemed to direct the Depositary to hold, and the Depositary shall hold, from and after the effective time of the subscription, for and on behalf of the Purchaser (or as the Purchaser may direct), the Choice Consideration Units; and
- (c) the Purchaser shall be added to the register of Choice Units maintained by or on behalf of Choice in respect of the Choice Consideration Units.

REIT Daylight Loan

- (5) The REIT shall borrow from the Lenders, and the Lenders shall lend to the REIT, the REIT Daylight Loan.

Concurrently with the making of the REIT Daylight Loan, the Lenders will be deemed to direct the Depositary to hold, and the Depositary shall hold, for and on behalf of the REIT, the REIT Daylight Loan Amount, and such amount shall be added to the REIT Funds.

REIT Subsidiary Loans and Issuance of REIT Subsidiary Notes

- (6) The REIT shall (i) lend to the applicable REIT Subsidiary Borrower and each REIT Subsidiary Borrower shall borrow from the REIT, the applicable REIT Subsidiary Loan, in each case to the extent, and in such amount and on the terms and conditions, specified in Section 3.1(6) of the Pre-Closing Notice, (ii) contribute to FCRI LP the amount necessary for FRCI LP to pay the amount payable by it pursuant to Section 3.1(8), and (iii) make a separate, non-interest-bearing demand loan to FCHT in the amount necessary for FCHT to pay the amount payable by it pursuant to Section 3.1(8) (which loan shall be reflected in the accounting records of the REIT and FCHT).

Concurrently with the making of the REIT Subsidiary Loans:

- (a) the REIT and the REIT Subsidiary Borrowers will be deemed to direct the Depositary to hold, and the Depositary shall hold, for and on behalf of FCHT and FCRI LP, as applicable, that portion of the REIT Funds equal to the principal amount of the REIT Subsidiary Loan loaned by the REIT to each such REIT Subsidiary Borrower, *plus* in the case of FCRI LP, the amount contributed by the REIT to FRCI LP as set out in (ii) above, and in the case of FCHT, the amount of the non-interest-bearing demand loan by the REIT to FCHT as set out in (iii) above; and
- (b) each REIT Subsidiary Borrower shall issue to the REIT, and will be deemed to direct the Depositary to hold, and the Depositary shall hold, for and on behalf of the REIT or as the REIT may direct, the REIT Subsidiary Note delivered by or on behalf of such REIT Subsidiary Borrower to the Depositary pursuant to Section 5.3.

Acquisition of REIT Subsidiary Notes by Applicable Choice Property Purchasers and Assumption of Debentures

- (7) The applicable Choice Property Purchasers specified in Section 3.1(7) of the Pre-Closing Notice shall purchase from the REIT, and the REIT shall transfer and assign to the applicable Choice Property Purchasers specified in Section 3.1(7) of the Pre-Closing Notice, all of the REIT's right, title and interest in and to the REIT Subsidiary Notes, and the REIT will be deemed to direct the Depositary to hold, and the Depositary shall hold, for and on behalf of the applicable Choice Property Purchaser, the applicable REIT Subsidiary Note.

As consideration for the assignment of the REIT Subsidiary Notes to the Choice Property Purchasers, the applicable Choice Property Purchasers shall assume and perform all of the liabilities and obligations under the Debentures, in each case in accordance with the terms of the applicable Indentures.

Payment of Interest on REIT Subsidiary Notes

- (8) Each REIT Subsidiary Borrower shall pay, in cash, to the applicable Choice Property Purchaser that is the beneficial holder of its REIT Subsidiary Note, on account of interest on such REIT Subsidiary Note, an amount equal to the interest accrued on such REIT Subsidiary Note as of the effective time of the step under this Section 3.1(8).

Concurrently with this step, each REIT Subsidiary Borrower will be deemed to direct the Depositary to hold, and the Depositary shall hold, for and on behalf of the applicable Choice Property Purchaser that is the beneficial holder of its REIT Subsidiary Note, that portion of the REIT Funds then held by the Depositary on behalf of such REIT Subsidiary Borrower equal to the amount of the interest payment by such REIT Subsidiary Borrower under this step.

Sale of Choice Purchased Assets and Payment of Choice Properties Purchase Price

- (9) Each Choice Property Purchaser shall, in accordance with the Choice Purchase Agreement, purchase from the applicable Choice Property Seller, and each Choice Property Seller shall transfer and assign to the applicable Choice Property Purchaser, such Choice Property Seller's beneficial right, title and interest in and to the Choice Purchased Assets held by such Choice Property Seller, in each case as specified in Section 3.1(9) of the Pre-Closing Notice (the "**Choice Properties Sale**").

In payment and satisfaction of the Choice Properties Purchase Price payable for the Choice Purchased Assets:

- (a) the Choice Property Purchaser that is the holder of the FCHT Note shall assign to FCRI LP its interest in the FCHT Note, in payment and satisfaction of that portion of the Choice Properties Purchase Price payable by such Choice Property Purchaser to FCRI LP equal to the outstanding principal amount of the FCHT Note;
- (b) the Choice Property Purchaser that is the holder of the FCRI LP Note shall assign to FCHT its interest in the FCRI LP Note, in payment and satisfaction of that portion of the Choice Properties Purchase Price payable by such Choice Property Purchaser to FCHT equal to the outstanding principal amount of the FCRI LP Note;

- (c) the Choice Property Purchasers shall, and Choice shall cause the Choice Property Purchasers to, assume and perform all of the liabilities and obligations of the REIT and any REIT Subsidiary under the Choice Property Mortgages, in payment and satisfaction of that portion of the Choice Properties Purchase Price equal to the Choice Property Mortgages Amount; and
 - (d) the Choice Property Purchasers shall, and Choice shall cause the Choice Property Purchasers to, pay the balance of the Choice Properties Purchase Price (being equal to the Choice Properties Cash Proceeds) in cash, by directing, and will be deemed to direct, the Depositary to hold, and the Depositary shall hold, from and after the effective time of the Choice Properties Sale, for and on behalf of the applicable Choice Property Sellers, that portion of the Choice Funds then held by the Depositary equal to the Choice Properties Cash Proceeds, and such amount shall be deducted from the Choice Funds and added to the REIT Funds.
- (10) Concurrently with the Choice Properties Sale, each Registered Owner (other than a Registered Owner the equity interests in which form part of the Purchased Equity Interests) that is the registered owner of any Choice Acquisition Property as bare trustee or nominee for and on behalf of any Choice Property Seller shall assign the registered title of such Choice Acquisition Property to the applicable Choice Property Purchaser (or as Choice may otherwise direct in writing prior to the Effective Date).

Payment and Settlement of REIT Subsidiary Notes

- (11) Concurrently:
- (a) FCHT shall pay to FCRI LP, in cash, the outstanding principal amount owing by FCHT to FCRI LP under the FCHT Note, and FCHT will be deemed to direct the Depositary to hold, and the Depositary shall hold, for and on behalf of FCRI LP, that portion of the REIT Funds held by the Depositary on behalf of FCHT immediately prior to the effective time of this step equal to the principal amount of the FCHT Note, in full payment and satisfaction of the outstanding amount payable under the FCHT Note; and
 - (b) FCRI LP shall pay to FCHT, in cash, the outstanding principal amount owing by FCRI LP to FCHT under the FCRI LP Note, and FCRI LP will be deemed to direct the Depositary to hold, and the Depositary shall hold, for and on behalf of FCHT, that portion of the REIT Funds held by the Depositary on behalf of FCRI LP immediately prior to the effective time of this step equal to the principal amount of the FCRI LP Note, in full payment and satisfaction of the outstanding amount payable under the FCRI LP Note,

and upon the repayment of the FCHT Note and FCRI LP Note in accordance with the foregoing, each of the FCHT Note and FCRI LP Note shall be cancelled.

Transfer of Retained Properties to the Retained Property LPs

- (12) Each Retained Property Owner shall, in accordance with the Retained Property Transfer Agreements, transfer its beneficial right, title and interest in and to its Retained Properties, along with any Related Assets, to the applicable Retained Property LP specified in Section 3.1(12) of the Pre-Closing Notice (the "**Retained Property Transfers**").

As consideration for the Retained Property Transfers, each Retained Property LP shall (i) assume any liabilities and obligations of the applicable transferring Retained Property Owner, and (ii) add to the capital account of the transferring Retained Property Owner, on account of its limited partner interest in such Retained Property LP, an amount equal to the fair market value of the Retained Properties and Related Assets transferred to it, less the amount of liabilities and obligations assumed by it, in each case to the extent set out in the applicable Retained Property Transfer Agreement.

- (13) Concurrently with the Retained Property Transfers, each Registered Owner that is the registered owner of any Retained Property as bare trustee or nominee for and on behalf of the applicable Retained Property Owner shall, as of and from the effective time of the Retained Property Transfers, hold such transferred Retained Property on behalf of the applicable Retained Property LP to which such Retained Property is transferred.

Special Distribution by REIT Subsidiary Corporations

- (14) Each Distributing REIT Subsidiary Corporation shall pay to its shareholder an amount, in cash, equal to its share of the Choice Properties Cash Proceeds (each, a "**REIT Subsidiary Corporation Cash Distribution**" and collectively, the "**REIT Subsidiary Corporation Cash Distributions**"), on account of the following (in the order and to the extent set out below):
- (a) first, on account of any outstanding indebtedness then owing by such Distributing REIT Subsidiary Corporation to such shareholder, to the extent of the lesser of such Distributing REIT Subsidiary Corporation's share of the Choice Properties Cash Proceeds and the amount of any such outstanding indebtedness;
 - (b) second, as a return of capital on the issued and outstanding shares in the capital of such Distributing REIT Subsidiary Corporation, to the extent of the lesser of (i) the "paid-up capital" (within the meaning of the Tax Act) of such shares or class of shares immediately prior to the effective time of this step, less \$1.00, and (ii) such Distributing REIT Subsidiary Corporation's share of the Choice Properties Cash Proceeds, to the extent not paid to the REIT under paragraph (a) above; and
 - (c) third, as a dividend on the issued and outstanding shares in the capital of such Distributing REIT Subsidiary Corporation, the remainder, if any, of such Distributing REIT Subsidiary Corporation's share of the Choice Properties Cash Proceeds not paid to the REIT under paragraphs (a) and (b) above.

Concurrently with the REIT Subsidiary Corporation Cash Distributions, each Distributing REIT Subsidiary Corporation will be deemed to direct the Depositary to hold, and the Depositary shall hold, from and after the effective time of such distribution, for and on behalf of the shareholder of such Distributing REIT Subsidiary Corporation, that portion of the REIT Funds then held by the Depositary on behalf of such Distributing REIT Subsidiary Corporation.

Repayment of Certain Indebtedness by Distributing REIT Subsidiary LPs

- (15) Each Distributing REIT Subsidiary LP shall pay to its limited partner an amount, in cash, equal to the amount of any outstanding indebtedness then owing by such Distributing REIT Subsidiary LP to such limited partner.

Concurrently with such debt repayments, each Distributing REIT Subsidiary LP will be deemed to direct the Depositary to hold, and the Depositary shall hold, from and after the time of the debt repayment, for and on behalf of the applicable limited partner that portion of the REIT Funds then held by the Depositary on behalf of such Distributing REIT Subsidiary LP equal to the amount of such debt repayment.

Special Distributions by Distributing REIT Subsidiary LPs

- (16) Each Distributing REIT Subsidiary LP shall make a cash distribution on its limited partner interest in an amount equal to the lesser of (i) its share of the Choice Properties Cash Proceeds, and (ii) the adjusted cost base of such limited partner interest immediately prior to the effective time of the distribution (each, a "**REIT Subsidiary LP Cash Distribution**" and collectively, the "**REIT Subsidiary LP Cash Distributions**").

Concurrently with the making of such REIT Subsidiary LP Cash Distribution, each Distributing REIT Subsidiary LP will be deemed to direct the Depositary to hold, and the Depositary shall hold, from and after the time of the distribution, for and on behalf of the applicable limited partner, that portion of the REIT Funds then held by the Depositary on behalf of such Distributing REIT Subsidiary LP equal to the amount of such distribution.

- (17) Each Distributing REIT Subsidiary LP shall distribute (i) to its general partner, cash in an amount equal to the general partner's capital account, and (ii) to its limited partner, its remaining property and assets (including, for the avoidance of doubt, any share of the Choice Properties Cash Proceeds, any REIT Subsidiary Corporation Cash Distribution and any portion of the REIT Funds then held or deemed to be held by the Depositary on its behalf) (each, a "**REIT Subsidiary LP Residual Distribution**" and collectively, the "**REIT Subsidiary LP Residual Distributions**"); provided that if a Distributing REIT Subsidiary LP (a "**Distributing Parent LP**") is a limited partner of another Distributing REIT Subsidiary LP (a "**Distributing Subsidiary LP**"), the REIT Subsidiary LP Residual Distribution by the Distributing Subsidiary LP shall, and shall be deemed to, occur immediately prior to the REIT Subsidiary LP Residual Distribution by the Distributing Parent LP.

Concurrently with the REIT Subsidiary LP Residual Distributions:

- (a) each Distributing REIT Subsidiary LP will be deemed to direct the Depositary to hold, and the Depositary shall hold, from and after the effective time of the distribution, (i) for and on behalf of the applicable general partner, that portion of the REIT Funds then held by the Depositary on behalf of such Distributing REIT Subsidiary LP equal to the amount payable to such general partner pursuant to such REIT Subsidiary LP Residual Distribution, and (ii) for and on behalf of the applicable limited partner, the remaining REIT Funds then held by the Depositary on behalf of such Distributing REIT Subsidiary LP; and
- (b) the limited partner of each Distributing REIT Subsidiary LP shall, from and after the effective time of such distribution, assume and perform all of the liabilities and obligations of such Distributing REIT Subsidiary LP.

Termination of Distributing REIT Subsidiary LPs

- (18) Immediately following each REIT Subsidiary LP Residual Distribution, the general partner of the applicable Distributing REIT Subsidiary LP shall assign, and is hereby deemed to assign, its

general partner interest in such Distributing REIT Subsidiary LP to the limited partner of such Distributing REIT Subsidiary LP, and upon such assignment such Distributing REIT Subsidiary LP shall cease to exist.

Advances by Certain General Partners to the REIT

- (19) Each REIT Subsidiary that was the general partner of a Distributing REIT Subsidiary LP and that received a distribution on account of its general partner interest in such Distributing REIT Subsidiary LP pursuant to the REIT Subsidiary LP Residual Distributions shall make a non-interest-bearing demand loan to the REIT in an amount equal to the amount of such distribution received by it, which loans shall be reflected in the accounting records of the REIT and the applicable REIT Subsidiary.

Concurrently with the making of such loans, each such REIT Subsidiary will be deemed to direct the Depositary to hold, and the Depositary shall hold, from and after the effective time of the loan, for and on behalf of the REIT, that portion of the REIT Funds then held by the Depositary on behalf of such REIT Subsidiary equal to the amount of the loan by such REIT Subsidiary to the REIT.

Repayment of Certain Indebtedness by Distributing Sub-trusts

- (20) Each Distributing REIT Sub-trust shall pay to the REIT an amount, in cash, equal to the amount of any outstanding indebtedness then owing by such Distributing REIT Sub-trust to the REIT.

Concurrently with such debt repayments, each Distributing REIT Sub-trust will be deemed to direct the Depositary to hold, and the Depositary shall hold, from and after the time of the debt repayment, for and on behalf of the REIT, that portion of the REIT Funds then held by the Depositary on behalf of such Distributing REIT Sub-trust equal to the amount of such debt repayment.

Special Distribution by REIT Sub-trusts

- (21) Each Distributing REIT Sub-trust shall distribute all of its property and assets (including, for the avoidance of doubt, any share of the Choice Properties Cash Proceeds, any REIT Subsidiary Corporation Cash Distributions, REIT Subsidiary LP Cash Distributions and REIT Subsidiary LP Residual Distributions, and any portion of the REIT Funds then held or deemed to be held by the Depositary on its behalf, along with any other property received by it pursuant to the REIT Subsidiary LP Residual Distributions), other than any REIT Sub-trust Excluded Property, to the REIT (the "**REIT Sub-trust Distributions**") on account of the following (in the order and to the extent set out below):

- (a) first, in consideration for the assumption by the REIT of all of the liabilities and obligations of such Distributing REIT Sub-trust, to the extent of the amount of such liabilities and obligations assumed;
- (b) second, as a distribution to the REIT, on account of its interest as a beneficiary of such Distributing REIT Sub-trust, of the Taxable Income of such Distributing REIT Sub-trust for its taxation year ending immediately prior to the REIT LRE, to the extent of such Taxable Income less any amount previously paid or made payable by such Distributing REIT Sub-trust to the REIT on account of its interest as a beneficiary in such taxation year; and

- (c) the remainder, as a capital distribution to the REIT on account of its interest as a beneficiary of such Distributing REIT Sub-trust.

Concurrently with the REIT Sub-trust Distributions, each Distributing REIT Sub-trust will be deemed to direct the Depositary to hold, and the Depositary shall hold, from and after the effective time of such distribution, for and on behalf of the REIT, the REIT Funds then held by the Depositary on behalf of such Distributing REIT Sub-trust.

Repayment of REIT Daylight Loan

- (22) The REIT shall pay, in cash, to the Lenders, on account of interest (and any fees) payable on the REIT Daylight Loan, an amount equal to the interest accruing on the REIT Daylight Loan for the Effective Date, together with any fees payable to the Lenders on account of the REIT Daylight Loan.

Concurrently with such payment, the REIT will be deemed to direct the Depositary to hold, and the Depositary shall hold, for and on behalf of the Lenders, that portion of the REIT Funds then held by the Depositary on behalf of the REIT equal to the REIT Daylight Loan Interest Amount.

- (23) The REIT shall repay, in cash, to the Lenders, the outstanding principal amount of the REIT Daylight Loan.

Concurrently with the repayment, the REIT will be deemed to irrevocably direct the Depositary to hold, and the Depositary shall hold, for and on behalf of the Lenders, that portion of the REIT Funds then held by the Depositary equal to the REIT Daylight Loan Amount, in full payment and satisfaction of the REIT Daylight Loan.

Vesting and Redemption of Incentive Awards

- (24) Each unvested Deferred Unit, unvested Performance Unit and unvested Restricted Unit outstanding immediately prior to the Effective Time shall, notwithstanding the terms of the Deferred Unit Plan and Restricted Unit Plan, immediately vest and be deemed to have vested; provided that each such unvested Performance Unit shall be deemed to vest into a number of vested Performance Units calculated by multiplying each such unvested Performance Unit by the applicable Performance Factor.

- (25) Each vested Deferred Unit, other than any Cash-Settled Deferred Units, outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any Deferred Units that are deemed to have vested pursuant to Section 3.1(24)) shall be redeemed, and be deemed to be redeemed, by the REIT and cancelled, and in consideration therefor the holder of such Deferred Unit shall be entitled to receive from the REIT, for each Deferred Unit so redeemed and cancelled, (i) a cash payment in an amount equal to the Cash Consideration per Unit and (ii) a fraction of a Choice Unit equal to the Choice Consideration Units per Unit (subject to any applicable withholdings pursuant to Section 5.9), and upon such redemption:

- (a) the holder of such Deferred Unit shall cease to be the holder thereof and to have any rights as a holder of such Deferred Unit other than the right to receive the cash payment and fraction of a Choice Unit to which they are entitled under this Section 3.1(25); and
- (b) the name of such holder shall be removed from the register of Deferred Units maintained by or on behalf of the REIT.

- (26) Each vested Cash-Settled Deferred Unit that is outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any Cash-Settled Deferred Units that are deemed to have vested pursuant to Section 3.1(24)), shall be redeemed, and be deemed to be redeemed, by the REIT and cancelled, and in consideration therefor the holder of such Cash-Settled Deferred Unit shall be entitled to receive from the REIT, for each Cash-Settled Deferred Unit so redeemed and cancelled, a cash payment in an amount equal to the Arrangement Agreement Date Value (subject to any applicable withholdings pursuant to Section 5.9), and upon such redemption:
- (a) the holder of such Cash-Settled Deferred Unit shall cease to be the holder thereof and to have any rights as a holder of such Deferred Unit other than the right to receive the cash payment to which they are entitled under this Section 3.1(26); and
 - (b) the name of such holder shall be removed from the register of Deferred Units maintained by or on behalf of the REIT.
- (27) Each vested Performance Unit, other than any Cash-Settled Performance Units, outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any Performance Units that are deemed to have vested pursuant to Section 3.1(24)) shall be redeemed, and be deemed to be redeemed, by the REIT and cancelled, and in consideration therefor the holder of such Performance Unit shall be entitled to receive from the REIT, for each Performance Unit so redeemed and cancelled, (i) a cash payment in an amount equal to the Cash Consideration per Unit and (ii) a fraction of a Choice Unit equal to the Choice Consideration Units per Unit (subject to any applicable withholdings pursuant to Section 5.9), and upon such redemption:
- (a) the holder of such Performance Unit shall cease to be the holder thereof and to have any rights as a holder of such Performance Unit other than the right to receive the cash payment and fraction of a Choice Unit to which they are entitled under this Section 3.1(27); and
 - (b) the name of such holder shall be removed from the register of Performance Units maintained by or on behalf of the REIT.
- (28) Each vested Cash-Settled Performance Unit that is outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any Cash-Settled Performance Units that are deemed to have vested pursuant to Section 3.1(24)), shall be redeemed, and be deemed to be redeemed, by the REIT and cancelled, and in consideration therefor the holder of such Cash-Settled Performance Unit shall be entitled to receive from the REIT, for each Cash-Settled Performance Unit so redeemed and cancelled, a cash payment in an amount equal to the Arrangement Agreement Date Value (subject to any applicable withholdings pursuant to Section 5.9), and upon such redemption:
- (a) the holder of such Cash-Settled Performance Unit shall cease to be the holder thereof and to have any rights as a holder of such Performance Unit other than the right to receive the cash payment to which they are entitled under this Section 3.1(28); and
 - (b) the name of such holder shall be removed from the register of Performance Units maintained by or on behalf of the REIT.
- (29) Each vested Restricted Unit, other than any Cash-Settled Restricted Units, outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any

Restricted Units that are deemed to have vested pursuant to Section 3.1(24)) shall be redeemed, and be deemed to be redeemed, by the REIT and cancelled, and in consideration therefor the holder of such Restricted Unit shall be entitled to receive from the REIT, for each Restricted Unit so redeemed and cancelled, (i) a cash payment in an amount equal to the Cash Consideration per Unit and (ii) a fraction of a Choice Unit equal to the Choice Consideration Units per Unit (subject to any applicable withholdings pursuant to Section 5.9), and upon such redemption:

- (a) the holder of such Restricted Unit shall cease to be the holder thereof and to have any rights as a holder of such Restricted Unit other than the right to receive the cash payment and fraction of a Choice Unit to which they are entitled under this Section 3.1(29); and
 - (b) the name of such holder shall be removed from the register of Restricted Units maintained by or on behalf of the REIT.
- (30) Each vested Cash-Settled Restricted Unit that is outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any Cash-Settled Restricted Units that are deemed to have vested pursuant to Section 3.1(24)), shall be redeemed, and be deemed to be redeemed, by the REIT and cancelled, and in consideration therefor the holder of such Cash-Settled Restricted Unit shall be entitled to receive from the REIT, for each Cash-Settled Restricted Unit so redeemed and cancelled, a cash payment in an amount equal to the Arrangement Agreement Date Value (subject to any applicable withholdings pursuant to Section 5.9), and upon such redemption:
- (a) the holder of such Cash-Settled Restricted Unit shall cease to be the holder thereof and to have any rights as a holder of such Restricted Unit other than the right to receive the cash payment to which they are entitled under this Section 3.1(30); and
 - (b) the name of such holder shall be removed from the register of Restricted Units maintained by or on behalf of the REIT.

Disposition of Options

- (31) Each Option outstanding immediately prior to the Effective Time, whether vested or unvested, shall, notwithstanding the terms of the Legacy Option Plan, be disposed of, and be deemed to be disposed of, by the holder thereof to the REIT for cancellation and shall be cancelled, and in consideration therefor the holder of such Option shall be entitled to receive from the REIT, for each Option so disposed of and cancelled, a cash payment equal to the amount, if any by which (i) the Arrangement Agreement Date Value exceeds (ii) the exercise price payable pursuant to such Option (subject to any applicable withholdings pursuant to Section 5.9). For the avoidance of doubt, where the exercise price payable pursuant to such Option is equal to or greater than the Arrangement Agreement Date Value, such Option shall be disposed of, and deemed to be disposed of, to the REIT and cancelled for no consideration payable to the holder thereof, and upon such disposition:
- (a) the holder of such Option shall cease to be the holder thereof and to have any rights as a holder of such Option other than the right to receive the cash payment, if any, to which they are entitled under this Section 3.1(31); and
 - (b) the name of such holder shall be removed from the register of Options maintained by or on behalf of the REIT.

Termination of Plans

- (32) Except as otherwise set out above in this Section 3.1, any other rights of any Person in respect of the Deferred Units, Performance Units, Restricted Units or Options shall be extinguished.
- (33) The Deferred Unit Plan, Restricted Unit Plan, Legacy Option Plan and Employee Unit Purchase Plan shall each be terminated.

Special Distributions to REIT Unitholders

- (34) The REIT shall irrevocably declare payable, in cash, a special distribution on the REIT Units issued and outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any REIT Units in respect of which a Unitholder has exercised Dissent Rights) in the aggregate amount specified in Section 3.1(34) of the Pre-Closing Notice, which, unless otherwise specified in Section 3.1(34) of the Pre-Closing Notice, shall equal the sum of the amount of the Choice Properties Cash Proceeds received by the REIT pursuant to the REIT Subsidiary Corporation Cash Distributions, the REIT Subsidiary LP Cash Distributions, the REIT Subsidiary LP Residual Distributions and the REIT Sub-trust Distributions, *minus* the sum of the REIT Daylight Loan Interest Amount and the REIT Subsidiary Notes Interest Amount (the "**Special Cash Distribution**").

Concurrently with the declaration of the Special Cash Distribution, the REIT will be deemed to direct the Depositary to hold, and the Depositary shall hold, from and after the effective time of the Special Cash Distribution, for and on behalf of the Unitholders entitled to the Special Cash Distribution, that portion of the REIT Funds then held by the Depositary equal to the amount of the Special Cash Distribution, in full payment and satisfaction of the Special Cash Distribution.

- (35) The REIT shall irrevocably declare payable an additional special distribution on the REIT Units issued and outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any REIT Units in respect of which a Unitholder has exercised Dissent Rights) in an aggregate amount equal to the lesser of (i) the amount, if any, by which (A) the REIT Estimated Pre-LRE Taxable Income, exceeds (B) the aggregate amount of distributions paid or made payable by the REIT to Unitholders in such taxation year prior to the effective time of this step (including the Special Cash Distribution, but excluding any amounts paid in the year in satisfaction of distributions that became payable to the Unitholders during the preceding taxation year), and (ii) such amount as may be specified in Section 3.1(35) of the Pre-Closing Notice (the "**Special Note Distribution**").

Concurrently with the declaration of the Special Note Distribution, the REIT will be deemed to issue the Special Distribution Note to the Depositary, and the Depositary shall, from and after the effective time of such issuance, hold the Special Distribution Note for and on behalf of the Unitholders entitled to receive the Special Note Distribution, in full payment and satisfaction of the Special Note Distribution.

- (36) The REIT shall irrevocably declare payable a further special distribution on the REIT Units issued and outstanding immediately prior to the effective time of this step (including, for the avoidance of doubt, any REIT Units in respect of which a Unitholder has exercised Dissent Rights) in an aggregate amount equal to the amount, if any, by which (i) the Taxable Income of the REIT for its taxation year ending immediately prior to the REIT LRE, exceeds (ii) the aggregate amount of distributions paid or made payable by the REIT to Unitholders in such taxation year prior to the effective time of this step (including the Special Cash Distribution and Special Note Distribution,

but excluding any amounts paid in the year in satisfaction of distributions that became payable to the Unitholders during the preceding taxation year) (the "**Special Units Distribution**").

Concurrently with the declaration of the Special Units Distribution, the REIT shall issue to the Depositary, and the Depositary shall hold, from and after the effective time of the Special Units Distribution, for and on behalf of the Unitholders entitled to the Special Units Distribution, that number of REIT Units equal to the quotient obtained when the amount of the Special Units Distribution is divided by the Special Units Distribution Issue Price, in full payment and satisfaction of the Special Units Distribution.

- (37) If, immediately following the Special Units Distribution, the number of REIT Units issued and outstanding is greater than the number of REIT Units issued and outstanding immediately prior to the Special Units Distribution, then the issued and outstanding REIT Units shall be consolidated, so that the number of REIT Units issued and outstanding immediately following the consolidation shall be equal to the number of REIT Units issued and outstanding immediately prior to the effective time of this step.

Subscription by the Purchaser for REIT Subscription Units

- (38) The Purchaser shall subscribe for the REIT Subscription Units by paying the REIT Units Subscription Amount to the REIT, and the REIT Subscription Units shall be issued by the REIT to the Purchaser as fully paid and validly issued REIT Units.

Concurrently with the subscription:

- (a) the Purchaser will be deemed to direct the Depositary to hold, and the Depositary shall hold, from and after the effective time of the subscription, for and on behalf of the REIT, that portion of the Purchaser Funds then held by the Depositary equal to the REIT Units Subscription Amount Cash Portion, in full payment and satisfaction of that portion of the REIT Units Subscription Amount equal to the REIT Units Subscription Amount Cash Portion, and such amount shall be deducted from the Purchaser Funds and added to the REIT Funds;
- (b) the Purchaser will be deemed to direct the Depositary to hold, and the Depositary shall hold, from and after the effective time of the subscription, for and on behalf of the REIT, that number of the Choice Consideration Units then held by the Depositary equal to the number of Incentive Awards Choice Units, in full payment and satisfaction of that portion of the REIT Units Subscription Amount equal to the REIT Units Subscription Amount Units Portion;
- (c) the REIT will be deemed to direct the Depositary to hold the REIT Subscription Units for and on behalf of the Purchaser; and
- (d) the Purchaser shall be added to the register of REIT Units maintained by or on behalf of the REIT in respect of such REIT Subscription Units.

Repayment of Special Distribution Note by the REIT

- (39) The REIT shall repay the Special Distribution Note in full, and the Special Distribution Note shall be cancelled.

Concurrently with the repayment of the Special Distribution Note, the REIT will be deemed to direct the Depositary to hold, and the Depositary shall hold, for and on behalf of those Unitholders entitled to receive the Special Note Distribution, that portion of the REIT Funds then held by the Depositary equal to the principal amount of the Special Distribution Note, in full payment and satisfaction of their respective entitlement to the Special Distribution Note.

Transfer of Dissent Units to the Purchaser

- (40) Each Dissent Unit outstanding immediately prior to the Effective Time in respect of which a Dissenting Unitholder has duly and validly exercised Dissent Rights shall be, and shall be deemed to be, transferred by the holder thereof to the Purchaser, free and clear of all Liens, in consideration for a debt claim against the Purchaser in the amount determined under Article 4, and upon such transfer:
- (a) such Unitholder will cease to be the holder of such Dissent Unit or to have any rights as a holder in respect of such Dissent Unit, other than the right to be paid an amount in respect of such Dissent Unit determined and payable in accordance with Article 4 (together with a cash payment in an amount equal to the Special Cash Distribution per Unit and the Special Note Distribution per Unit that the Unitholder is otherwise entitled to receive in accordance with this Section 3.1 in respect of such Dissent Unit);
 - (b) such Unitholder shall be removed from the register of REIT Units maintained by or on behalf of the REIT in respect of such Dissent Unit; and
 - (c) the Purchaser will be, and will be deemed to be, the legal and beneficial owner of such transferred Dissent Unit and shall be entered in the register of REIT Units maintained by or on behalf of the REIT as the sole holder thereof.

Transfer of Remaining REIT Units to the Purchaser

- (41) Each REIT Unit outstanding immediately prior to the effective time of this step (but excluding (i) any REIT Units held by the Purchaser, including any REIT Subscription Units, (ii) any Dissent Units transferred to the Purchaser pursuant to Section 3.1(40), and (iii) any Residual Purchased Units), shall be, and shall be deemed to be, transferred by the holder thereof to the Purchaser, free and clear of all Liens, and in exchange therefor such holder shall be entitled to receive from the Purchaser, for each REIT Unit so transferred, the Net Sale Proceeds per Unit in accordance with Article 5, and upon such transfer becoming effective:
- (a) the former holder of such transferred REIT Unit will cease to be the holder thereof or to have any rights as a holder thereof, other than the right to receive, subject to Article 5, the Net Sale Proceeds per Unit payable in respect of such REIT Unit pursuant to this Section 3.1(41) (together with the portion of any Special Cash Distribution, Special Note Distribution and Special Units Distribution in respect of such REIT Unit that the Unitholder is otherwise entitled to receive in accordance with this Section 3.1, and any declared but unpaid distributions with a record date prior to the Effective Date);

- (b) the former holder of such transferred REIT Unit shall be removed from the register of REIT Units maintained by or on behalf of the REIT in respect of such transferred REIT Unit and added to the register of Choice Units maintained by or on behalf of Choice and shall be, and shall be deemed to be, the legal and beneficial owner of the Choice Consideration Units per Unit portion of the Net Sale Proceeds per Unit; and
- (c) the Purchaser will be, and will be deemed to be, the legal and beneficial owner of such transferred REIT Unit and shall be entered in the register of REIT Units maintained by or on behalf of the REIT as the sole holder thereof.

Concurrently with the transfers, the Purchaser will be deemed to direct the Depositary to hold, and the Depositary shall hold, for and on behalf of those Unitholders entitled to receive any Net Sale Proceeds per Unit pursuant to this Section 3.1(41), (i) that portion of the Purchaser Funds then held by the Depositary equal to aggregate Net Cash Proceeds per Unit that such Unitholders are entitled to receive and (ii) that portion of the Choice Consideration Units equal to the aggregate Choice Consideration Units per Unit that such Unitholders are entitled to receive.

- (42) Each Residual Purchased Unit shall be, and shall be deemed to be, transferred by the holder thereof to the Purchaser, free and clear of all Liens, and in exchange therefor such holder shall be entitled to receive from the Purchaser the Net Sale Proceeds per Unit in accordance with Article 5, and upon such transfer becoming effective:

- (a) the former holder of such transferred Residual Purchased Unit will cease to be the holder thereof or to have any rights as a holder thereof, other than the right to receive, subject to Article 5, the Net Sale Proceeds per Unit payable in respect of such Residual Purchased Unit pursuant to this Section 3.1(42) (together with the portion of any Special Cash Distribution, Special Note Distribution and Special Units Distribution in respect of such Residual Purchased Unit that the Unitholder is otherwise entitled to receive in accordance with this Section 3.1, and any declared but unpaid distributions with a record date prior to the Effective Date);
- (b) the former holder of such transferred Residual Purchased Unit shall be removed from the register of REIT Units maintained by or on behalf of the REIT in respect of such transferred Residual Purchased Unit and added to the register of Choice Units maintained by or on behalf of Choice and shall be, and shall be deemed to be, the legal and beneficial owner of the Choice Consideration Units per Unit portion of the Net Sale Proceeds per Unit; and
- (c) the Purchaser will be, and will be deemed to be, the legal and beneficial owner of such transferred Residual Purchased Unit and shall be entered in the register of REIT Units maintained by or on behalf of the REIT as the sole holder thereof.

Concurrently with the transfers, the Purchaser will be deemed to direct the Depositary to hold, and the Depositary shall hold, for and on behalf of those Unitholders entitled to receive the Net Sale Proceeds per Unit pursuant to this Section 3.1(42), (i) that portion of the Purchaser Funds then held by the Depositary equal to the aggregate Net Cash Proceeds per Unit that such Unitholders are entitled to receive and (ii) that portion of the Choice Consideration Units equal to the aggregate Choice Consideration Units per Unit that such Unitholders are entitled to receive.

Transfer of ArrangementCo Shares and Replacement of REIT Trustees

- (43) The REIT shall transfer the ArrangementCo Shares to the Purchaser, free and clear of all Liens, in consideration for the payment by the Purchaser to the REIT of \$100.
- (44) The current trustees of the REIT shall be deemed to resign and shall be removed, and the Purchaser shall concurrently appoint ArrangementCo as, and ArrangementCo shall become, the sole trustee of the REIT. For greater certainty, such change in the trustees of the REIT shall not result in a termination or resettlement of the REIT.

Choice Debenture Assumption Transactions

- (45) The Choice Debenture Assumption Transactions shall become effective and Choice shall assume and perform all of the liabilities and obligations under the Debentures and the REIT shall be released therefrom by the execution and delivery of the Choice Supplemental Indenture.

Upon the conclusion of the preceding steps, the Arrangement will be deemed to have been completed.

Section 3.2 Continued Trust Existence

For greater certainty, the REIT and each REIT Sub-trust shall continue to exist following the steps set forth in Section 3.1 and no such step shall result in a termination or resettlement of the REIT or any REIT Sub-trust or the settlement and establishment of a new trust, and for greater certainty, all of the REIT Units outstanding at the Effective Time shall, upon completion of the Arrangement, continue to remain outstanding and no such REIT Units shall be, or shall be deemed to have been, redeemed pursuant to the Arrangement.

ARTICLE 4 DISSENT RIGHTS

Section 4.1 Rights of Dissent

- (1) Registered holders of REIT Units as at the Record Date may exercise rights of dissent in connection with the Arrangement pursuant to and in accordance with section 190 of the CBCA, as modified by the Interim Order and this Section 4.1 ("**Dissent Rights**"); provided that, notwithstanding the procedures set forth in the REIT Declaration of Trust, the written objection to the Arrangement Resolution referred to in section 190(5) of the CBCA must be sent to and received by the REIT not later than 5:00 p.m. (Toronto time) on the Business Day that is two (2) Business Days before the Meeting.
- (2) Dissenting Unitholders who are ultimately determined to be entitled to be paid the fair value for their Dissent Units (determined in accordance with Section 4.1(3)): (i) will be deemed to have irrevocably transferred such Dissent Units to the Purchaser at the effective time of the transfer of Dissent Units to the Purchaser pursuant to Section 3.1(40) (the "**Dissent Unit Transfer Time**") in consideration of such fair value; (ii) will be entitled to any distributions payable to Unitholders prior to the Dissent Unit Transfer Time (including, for the avoidance of doubt, the Special Cash Distribution, Special Note Distribution and Special Units Distribution); and (iii) apart from the foregoing, will not be entitled to any other payment or consideration pursuant to the Arrangement in respect of their Dissent Units or the transfer of their Dissent Units to the Purchaser.

- (3) Notwithstanding anything to the contrary in subsection 190(3) of the CBCA or the REIT Declaration of Trust, the amount per REIT Unit that a Dissenting Unitholder who duly and validly exercises Dissent Rights and is ultimately entitled to be paid the fair value for their Dissent Units shall receive from the Purchaser for each such Dissent Unit transferred to the Purchaser pursuant to Section 3.1(40) shall be equal to the fair value of such Dissent Unit determined as of the close of business on the day before the Arrangement Resolution was adopted, *minus* the amount of the Special Cash Distribution per Unit and the Special Note Distribution per Unit that such Dissenting Unitholder is entitled to receive in respect of such Dissent Unit pursuant to Section 3.1(34) and Section 3.1(35) and the amount of any other distributions paid by the REIT on such Dissent Unit prior to the Effective Date with a record date that occurs after the day the Arrangement Resolution was adopted.
- (4) Dissenting Unitholders who are ultimately not entitled, for any reason, to be paid the fair value for the REIT Units in respect of which they have exercised Dissent Rights will be deemed to have participated in the Arrangement on the same basis as a Unitholder who has not exercised Dissent Rights, and will be entitled to receive only the consideration set forth in Section 3.1 that such holder would have received in respect of such REIT Units if such holder had not exercised Dissent Rights.
- (5) In no case will the REIT, the Purchaser, the Depositary or any other Person be required to recognize a Person exercising Dissent Rights as a holder of REIT Units after the Dissent Unit Transfer Time, and from and after the Dissent Unit Transfer Time each Dissenting Unitholder will cease to be entitled to the rights of a Unitholder in respect of any REIT Units in respect of which they have exercised Dissent Rights and the central securities register of the REIT will be amended to reflect that such former holder is no longer the holder of such REIT Units in accordance with Section 3.1.
- (6) For greater certainty and notwithstanding any provision in the REIT Declaration of Trust, none of the following are entitled to exercise Dissent Rights: (i) holders of REIT Units who vote, or have instructed a proxyholder to vote, in favour of the Arrangement Resolution; (ii) holders of REIT Units who have not strictly complied with the procedures for exercising Dissent Rights or who have withdrawn their exercise of Dissent Rights prior to the Effective Date; (iii) holders of Options with respect to their Options; (iv) holders of Performance Units with respect to their Performance Units; (v) holders of Restricted Units with respect to their Restricted Units; (vi) holders of Deferred Units with respect to their Deferred Units; and (vii) holders of Debentures with respect to their Debentures.

ARTICLE 5

DEPOSIT AND PAYMENT OF ARRANGEMENT CONSIDERATION

Section 5.1 Deposit of Purchaser Cash Deposit

Following receipt of the Final Order and prior to the Effective Time, the Purchaser shall deposit (or cause to be deposited) with the Depositary sufficient funds to satisfy the Purchaser Cash Deposit. Such funds shall be added to the Purchaser Funds and held by the Depositary as agent and nominee for and on behalf of the Purchaser, subject to such directions as the Purchaser (or any other Person for and on whose behalf the Depositary is directed to hold any Purchaser Funds) shall be deemed to give to the Depositary pursuant to Section 3.1.

Section 5.2 Deposit of Choice Cash Deposit and Choice Consideration Units

Following receipt of the Final Order and prior to the Effective Time, Choice shall deposit (or cause to be deposited) with the Depositary (i) sufficient funds to satisfy the Choice Cash Deposit, which funds shall be added to the Choice Funds, and (ii) an irrevocable treasury direction for the issuance of the Choice Consideration Units and other irrevocable directions in respect of such Choice Consideration Units as may be required to implement such steps of this Plan of Arrangement for the transfer and distribution of Choice Consideration Units in accordance with this Plan of Arrangement, each of which shall be held by the Depositary as agent and nominee for and on behalf of Choice, subject to such directions as Choice (or any other Person for and on whose behalf the Depositary is directed to hold any Choice Funds or Choice Consideration Units, as applicable) shall be deemed to give to the Depositary pursuant to Section 3.1.

Section 5.3 Deposit of REIT Subscription Units, REIT Subsidiary Notes and Special Distribution Note

Following receipt of the Final Order and prior to the Effective Time, the REIT shall deposit (or cause to be deposited) with the Depositary (i) an irrevocable treasury direction for the issuance of the REIT Subscription Units, (ii) a duly executed original of each of the REIT Subsidiary Notes to be issued by the REIT Subsidiary Borrowers pursuant to Section 3.1(6), and (iii) a duly executed original of any Special Distribution Note specified in Section 3.1(35) of the Pre-Closing Notice, which REIT Subscription Units and Special Distribution Note shall be held by the Depositary as agent and nominee for the REIT, subject to such directions as the REIT shall be deemed to give to the Depositary pursuant to Section 3.1, and which REIT Subsidiary Notes shall be held by the Depositary as agent and nominee for the applicable REIT Subsidiary Borrower, subject to such directions as the REIT and such REIT Subsidiary Borrower shall be deemed to give to the Depositary pursuant to Section 3.1.

Section 5.4 Delivery and Payment of Arrangement Consideration

- (1) Subject to the provisions of this Article 5, following the later of the Effective Time and the return to the Depositary by a registered former Unitholder of a certificate or a direct registration statement advice (a "**DRS Advice**") representing one or more REIT Units (or, where applicable, confirmation of other book-entry only entries, it being understood that any reference to "DRS Advice" shall be deemed to include reference to such other applicable book-entry only confirmations) that such Unitholder held immediately before the Effective Time, together with such additional documents and instruments as the Depositary may reasonably require, which shall include a duly completed Letter of Transmittal in respect of all such REIT Units other than any Dissent Unit in respect of which the Unitholder has exercised Dissent Rights, such Unitholder shall be entitled to receive:
 - (a) for each such REIT Unit other than a Dissent Unit, the aggregate Arrangement Consideration per Unit that they are entitled to receive pursuant to Section 3.1 in exchange therefor, and the Depositary shall deliver to such Unitholder the cash and Choice Units comprising the aggregate Arrangement Consideration per Unit that such Unitholder has the right to receive under the Arrangement for such REIT Units; and
 - (b) for each Dissent Unit, if any, the Special Cash Distribution per Unit and the Special Note Distribution per Unit that they are entitled to receive pursuant to Section 3.1 in respect of such Dissent Unit, and the Depositary shall deliver to such Unitholder the cash comprising the aggregate Special Cash Distribution per Unit and aggregate Special Note Distribution per Unit that such Unitholder has the right to receive under the Arrangement for such Dissent Units.

- (2) After the Effective Time, and until surrendered for cancellation as contemplated by Section 5.4(1), each certificate or DRS Advice that immediately prior to the Effective Time represented one or more REIT Units (other than any Dissent Units) shall be deemed at all times to represent only the right to receive in exchange therefor the aggregate Arrangement Consideration per Unit that the holder of such certificate or DRS Advice is entitled to receive pursuant to Section 3.1 and any declared but unpaid distributions with a record date prior to the Effective Date.
- (3) As soon as practicable after the Effective Date, (a) the REIT shall pay or cause to be paid, the cash consideration that former holders of Options, Deferred Units, Restricted Units and Performance Units, as applicable, are entitled to receive pursuant to Section 3.1 through the REIT's payroll service provider and in any event, no later than the next regularly scheduled payroll date following the Effective Date; and (b) the Purchaser and the REIT shall deliver or cause the Depositary to deliver certificates or DRS Advices, as applicable, representing the aggregate number of Choice Consideration Units that former holders of Deferred Units, Restricted Units and Performance Units, as applicable, are entitled to receive pursuant to Section 3.1.
- (4) For greater certainty, none of the holders of REIT Units, Options, Deferred Units, Performance Units or Restricted Units shall be entitled to receive any consideration with respect to such securities other than the consideration such holder is entitled to receive in accordance with Section 3.1, and, for greater certainty, no such former holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith other than, in respect of REIT Units, any declared but unpaid distributions with a record date prior to the Effective Date.

Section 5.5 Fractional Choice Units

With respect to the Choice Units to be delivered to any holder of REIT Units, Deferred Units, Performance Units or Restricted Units pursuant to this Plan of Arrangement, where the aggregate number of Choice Units to be delivered to a holder of REIT Units, Deferred Units, Performance Units or Restricted Units, as applicable, pursuant to Section 3.1 would otherwise result in a fraction of a Choice Unit being issuable, the aggregate number of Choice Units to be received by such holder of REIT Units, Deferred Units, Performance Units or Restricted Units, as applicable, shall be rounded down to the nearest whole Choice Unit; and such number of Choice Units as is equal to the sum of the fractional Choice Units that such holders are otherwise entitled to receive shall be dealt with by the Depositary, as agent for such holders in accordance with Section 2.12 of the Arrangement Agreement.

Section 5.6 Distributions on Choice Units

No distributions declared or made after the Effective Time with respect to Choice Units with a record date after the Effective Date shall be paid to the holder of any unsurrendered certificate or DRS Advice which immediately prior to the Effective Time represented outstanding REIT Units that were transferred to the Purchaser pursuant to Section 3.1(41) or Section 3.1(42), as applicable, unless and until the holder of record of such certificate or DRS Advice shall surrender such certificate or DRS Advice (or affidavit in accordance with Section 5.7) in accordance with Section 5.4(1). Subject to applicable Law, at the time of such surrender of any such certificate or DRS Advice (or in the case of clause (B) below, at the appropriate payment date), there shall be paid to the holder of record of the certificate(s) or DRS Advice(s) formerly representing such REIT Units, without interest, (A) the amount of distributions with a record date on or after the Effective Date theretofore paid with respect to each whole Choice Unit issued to such holder, and (B) on the appropriate payment date, the amount of distributions with a record date on or after the Effective Date but prior to surrender and a payment date subsequent to surrender payable with respect to such whole Choice Unit.

Section 5.7 Loss of Certificates

In the event any certificate which immediately prior to the Effective Time represented any outstanding REIT Units (excluding, for the avoidance of doubt, REIT Subscription Units) that were acquired by the Purchaser pursuant to Section 3.1 has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the former holder of such REIT Units, the Depositary will, in exchange for such lost, stolen or destroyed certificate, deliver to such former holder of REIT Units, or make available for pick up at its offices, the Arrangement Consideration per Unit such former holder is entitled to receive in respect of such REIT Units pursuant to Section 3.1, together with any distributions which such holder is entitled to receive pursuant to Section 5.6 on the Choice Units comprising such Arrangement Consideration per Unit, less, in each case, any amounts withheld pursuant to Section 5.9. When authorizing such delivery in relation to any lost, stolen or destroyed certificate, the former holder of such REIT Units shall, as a condition precedent to the delivery of the Arrangement Consideration per Unit, give a bond satisfactory to the Purchaser and the Depositary (each acting reasonably) in such sum as the Purchaser may direct, or otherwise indemnify the Purchaser and the Depositary against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 5.8 Extinction of Rights

Any certificate or DRS Advice which immediately prior to the Effective Time represented one or more outstanding REIT Units that were acquired by the Purchaser pursuant to Section 3.1(41) or Section 3.1(42), as applicable, which is not deposited with the Depositary in accordance with the provisions of Section 5.4(1) before 5:00 p.m. (Toronto Time) on the sixth (6th) anniversary of the Effective Date (the "**Proscription Deadline**") shall, as of and from the Proscription Deadline, cease to represent a claim or interest of any kind or nature whatsoever, whether as a securityholder or otherwise and whether against the REIT, the Purchaser, the Depositary or any other Person. At the Proscription Deadline, the consideration such former holder of REIT Units would otherwise have been entitled to receive pursuant to Section 3.1 (including, for the avoidance of doubt, any Special Cash Distribution or Special Note Distribution), together with any distributions such holder would otherwise have been entitled to receive pursuant to Section 5.6, shall be deemed to have been surrendered for no consideration to the Purchaser. Neither the REIT nor the Purchaser will be liable to any Person in respect of any cash or securities (including any cash or securities previously held by the Depositary in trust for any such former holder) which is forfeited to the Purchaser or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

Section 5.9 Withholding Rights

The REIT, the Purchaser, Choice and the Depositary, and their respective agents, as applicable, shall be entitled to deduct or withhold, from any amounts payable or otherwise deliverable to any Person pursuant to the Arrangement or the Arrangement Agreement (including, without limitation, any payments to Dissenting Unitholders or to any holder of Options, Deferred Units, Performance Units or Restricted Units) such amounts as the REIT, the Purchaser, Choice or the Depositary, as applicable, determines, acting reasonably, are required to be deducted or withheld with respect to such payment or delivery under the Tax Act or any provision of any other Laws. To the extent that such amounts are so deducted or withheld, such amounts shall be treated for all purposes as having been paid to the Person to whom such amounts would otherwise have been paid, provided that such deducted or withheld amounts are actually remitted to the appropriate tax authority. Each of the REIT, the Purchaser, Choice and the Depositary, and their respective agents, as applicable, is hereby authorized to sell or otherwise dispose of, on behalf of such Person, such portion of any Choice Units or other security deliverable to such Person as is necessary to provide sufficient funds (after deducting commissions payable, fees, and other costs and expenses) to the REIT, the Purchaser, Choice or the Depositary, as applicable, to enable it to comply with such deduction or withholding requirement, and the REIT, the Purchaser, Choice or the Depositary, as applicable, shall notify such Person

thereof and remit the applicable portion of the net proceeds of such sale to the appropriate taxing authority and, if applicable, any portion of such net proceeds (after deducting commissions payable, fees, and other costs and expenses) that is not required to be so remitted shall be paid to such Person. Any such sale will be made in accordance with Law and at prevailing market prices and none of the REIT, the Purchaser, Choice or the Depositary or their respective agents, as the case may be, shall be under any obligation to obtain a particular price for the share or other security, as applicable, so sold. None of the REIT, the Purchaser, Choice or the Depositary or any other Person will be liable for any loss arising out of any sale under this Section 5.9.

Section 5.10 U.S. Securities Laws Exemption

Notwithstanding any provision herein to the contrary, the Parties each agree that the Plan of Arrangement will be carried out with the intention that the Choice Consideration Units to be issued by Choice and delivered to Unitholders in exchange for their REIT Units pursuant to the Plan of Arrangement will be issued and exchanged in reliance on the exemption from the registration requirements of the U.S. Securities Act as provided by Section 3(a)(10) thereof and applicable state securities laws, and pursuant to the terms, conditions and procedures set forth in the Arrangement Agreement.

ARTICLE 6 RELEASES AND RESIGNATIONS

Section 6.1 Releases and Resignations

At the Effective Time, each of the REIT Released Parties will be released and discharged from any and all demands, claims, liabilities, indemnities, indebtedness, obligations, causes of action, debts, accounts, covenants, damages, executions and other recoveries based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place including, those arising by contract, at common law, by statute or otherwise howsoever, on or prior to and including the Effective Time of any of (a) the Unitholders, (b) holders of the Incentive Securities or (c) holders of the Debentures, relating to, arising out of, or in connection with, the REIT, including control thereof, the REIT Subsidiaries, the business or assets directly or indirectly owned by the REIT, the REIT Subsidiaries or JV Entities, any securities of the REIT or its Subsidiaries, this Plan of Arrangement and any proceedings commenced with respect to or in connection with this Plan of Arrangement; provided that: (i) nothing in this paragraph will release or discharge any of the REIT Released Parties from or in respect of its obligations under or any other terms of this Plan of Arrangement, any documents executed in connection herewith or the Final Order (including, any consideration payable hereunder or thereunder); (ii) nothing herein will release or discharge a REIT Released Party to the extent such REIT Released Party is determined by a court of competent jurisdiction to have committed fraud or wilful misconduct; and (iii) nothing herein will release or discharge a REIT Released Party with respect to claims that any director, trustee, officer, employee, former director, former trustee, former officer or former employee of the REIT or any of the REIT Subsidiaries may have under an indemnification or employment agreement, organizational documents of the REIT or any of the REIT Subsidiaries or otherwise.

ARTICLE 7 AMENDMENTS

Section 7.1 Amendments to Plan of Arrangement

- (1) The Arrangement Parties reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification or supplement must be (i) set out in writing, (ii) consented to in writing by each of the Arrangement Parties, each acting reasonably, (iii) filed with the Court and,

if made following the Meeting, approved by the Court, and (iv) communicated to the Unitholders if and as required by the Court.

- (2) Any amendment, modification or supplement to this Plan of Arrangement pursuant to Section 7.1(1) may be proposed by any of the Arrangement Parties at any time prior to the Meeting (provided the other Arrangement Parties shall have consented thereto, such consent not to be unreasonably withheld, conditioned or delayed) with or without any other prior notice or communication and, if so proposed and accepted by the Persons voting at the Meeting (other than as may be required under the Interim Order), will become part of this Plan of Arrangement for all purposes.
- (3) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Meeting will be effective only if such amendment, modification or supplement (i) is consented to in writing by each of the Arrangement Parties (provided each such consent shall not be unreasonably withheld, conditioned or delayed), and (ii) if required by the Court or applicable Law, is consented to by the Unitholders voting in the manner directed by the Court.
- (4) Any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order without filing such amendment, modification or supplement with the Court or seeking Court approval, provided that it concerns a matter which, in the reasonable opinion of the Parties is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse or prejudicial to the interest of any Unitholders or holders of Incentive Securities.
- (5) Notwithstanding anything to the contrary herein or in the Arrangement Agreement, Section 7.1(4) and this Section 7.1(5) may not be amended, modified or waived in a manner that is adverse in any respect to an Arrangement Party without the prior written consent of such Arrangement Party, such consent not to be unreasonably withheld, conditioned or delayed.

ARTICLE 8 FURTHER ASSURANCES

Section 8.1 Further Assurances

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further authorization, act or formality, each of the Parties shall make, do and execute, or cause to be made, done and executed, any such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.

Section 8.2 Paramountcy

From and after the Effective Time:

- (1) this Plan of Arrangement shall take precedence and priority over any and all rights related to the securities of the REIT issued prior to the Effective Time;
- (2) the rights and obligations of the holders of the securities of the REIT, and any trustee and transfer agent therefor, shall be solely as provided for in this Plan of Arrangement; and

- (3) all actions, causes of actions, claims or proceedings (actual or contingent, and whether or not previously asserted) based on or in any way relating to securities of the REIT shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

APPENDIX "E"
RBC FAIRNESS OPINION

See attached.



Capital
Markets

RBC Dominion Securities Inc.
P.O. Box 50
Royal Bank Plaza
Toronto, Ontario M5J 2W7
Telephone: (416) 842-2000

April 15, 2026

The Special Committee of The Board of Trustees and The Board of Trustees
First Capital Real Estate Investment Trust
85 Hanna Avenue, Suite 400
Toronto, Ontario
M6K 3S3

To the Special Committee and the Board:

RBC Dominion Securities Inc. ("RBC"), a member company of RBC Capital Markets, understands that First Capital Real Estate Investment Trust (the "Trust"), 17853335 Canada Inc., Premier Acquisition LP (the "Purchaser"), KingSett Real Estate Growth LP No. 8 ("KingSett"), and Choice Properties Real Estate Investment Trust ("Choice Properties"), propose to enter into an agreement to be dated April 16, 2026 (the "Arrangement Agreement") to effect a plan of arrangement (the "Arrangement") under Section 192 of the *Canada Business Corporations Act* and Section 60 of the *Trustee Act* (Ontario) pursuant to which, among other things, the Purchaser will acquire all of the issued and outstanding units of the Trust (the "Units"), Choice Properties will acquire certain properties and related assets of the Trust, and each holder of Units (the "Unitholders") will be entitled to receive, for each Unit held, consideration consisting of \$19.24 in cash and 0.3186 of a unit in the capital of Choice Properties (the "Consideration"). The terms of the Arrangement will be more fully described in a management information circular (the "Circular") to be prepared by the Trust, which will be mailed to Unitholders in connection with a special meeting to be called by the Trust to seek unitholder approval of the Arrangement.

RBC understands that each of the executive officers and trustees of the Trust (collectively, the "Supporting Unitholders") will enter into voting support agreements with respect to the Units beneficially owned, controlled or directed by each such Supporting Unitholder (the "Voting Support Agreements"), pursuant to which, the Supporting Unitholders will agree to, among other things, vote their Units in favour of the Arrangement, subject to the terms and conditions of the Voting Support Agreements. RBC also understands that KingSett and its affiliates currently beneficially own or control approximately 3.8% of the Units and that, pursuant to the terms of the Arrangement Agreement, KingSett will agree to vote these Units in favour of the Arrangement.

The Trust has retained RBC to act as its financial advisor to, among other things, provide advice and assistance to the Trust in evaluating the Arrangement, including the preparation and delivery to the board of trustees of the Trust (the "Board") and the special committee (the "Special Committee") thereof of RBC's opinion (the "Fairness Opinion") as to the fairness of the Consideration from a financial point of view to the Unitholders (other than KingSett and its affiliates). RBC understands that the Arrangement may constitute a "business combination" under Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* ("MI 61-101"). RBC has not prepared a valuation of the Trust, Choice Properties, or any of their respective securities or assets and the Fairness Opinion should not be construed as such.

RBC has previously publicly reported under Canadian securities laws that it, together with its affiliate RBC Private Counsel (USA) Inc., directly or indirectly exercises control or direction over 26,779,995 Units (representing approximately 12.61% of the issued and outstanding Units as of the

date hereof) through the Managed Accounts Program of its retail division (the “RBC Retail Division”). In addition, RBC understands that other affiliates of Royal Bank of Canada may directly or indirectly exercise control or direction over additional Units of the Trust. RBC may therefore be considered a “related party” of the Trust that is entitled to receive a “collateral benefit” for purposes of MI 61-101 because of the receipt of fees in connection with its engagement as financial advisor to the Trust.

Engagement

The Trust initially contacted RBC regarding a potential advisory assignment in May 2025, and RBC was formally engaged by the Board through an agreement between the Trust and RBC (the “Engagement Agreement”) dated May 6, 2025, which was subsequently terminated by the Trust via written notice to RBC on October 6, 2025. Effective as of January 30, 2026, the Trust agreed to re-engage RBC as the Trust’s financial advisor on substantially the same terms as the Engagement Agreement (the “Amended Engagement Agreement”). The terms of the Amended Engagement Agreement provide that RBC is to be paid a fixed fee for rendering the Fairness Opinion, no part of which is contingent on the conclusion of the Fairness Opinion or the successful completion of the Arrangement. RBC will also receive certain fees for its advisory services under the Engagement Agreement that are contingent upon the successful completion of the Arrangement or certain other events. In addition, the Trust has agreed to reimburse RBC for its reasonable and documented out-of-pocket expenses and to indemnify RBC in certain circumstances. Subject to the terms of the Amended Engagement Agreement, RBC consents to the inclusion of the Fairness Opinion in its entirety and a summary thereof in the Circular and to the filing thereof, as necessary, by the Trust with the securities commissions or similar regulatory authorities in each province and territory of Canada.

Relationship With Interested Parties

RBC, together with its affiliates, is considered an insider (as the term is defined in the *Securities Act* (Ontario)) of the Trust based on their ownership of the Units through the Managed Accounts Program of the RBC Retail Division. Neither RBC, nor any of its affiliates is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Ontario)) of the Purchaser, KingSett, Choice Properties, or any of their respective associates or affiliates. RBC has not been engaged to provide any financial advisory services nor has it participated in any financing involving the Trust, the Purchaser, KingSett, Choice Properties, or any of their respective associates or affiliates, within the past two years, other than the services provided under the Engagement Agreement and the Amended Engagement Agreement and as disclosed below. In the past two years, RBC has been engaged in the following capacities for the Trust and its associates and affiliates: (i) financial advisor on the sale of a development asset in July 2025 for approximately \$33 million; and (ii) joint bookrunner on five offerings of debt securities for gross proceeds of approximately \$1.3 billion. In the past two years, RBC has been engaged in the following capacities for KingSett and its associates and affiliates: (i) financial advisor in connection with 12 real estate brokerage transactions with aggregate transaction value of approximately \$520 million and four active undisclosed real estate brokerage assignments; (ii) financial advisor in connection with one debt financing transaction for gross proceeds of approximately \$220 million; and (iii) financial advisor in connection with evaluating a potential strategic transaction that is unrelated to the Arrangement. In addition, certain affiliates of RBC have invested in KingSett managed funds within the past two years and have existing unfunded capital commitments. In the past two years, RBC has been engaged in the following capacities for Choice Properties and its associates and affiliates: (i) joint bookrunner on seven offerings of debt securities for gross proceeds of approximately \$2.5 billion; (ii) financial advisor in connection with two real estate brokerage transactions with aggregate transaction value of approximately \$150 million; and (iii) financial advisor in connection with two debt financing transactions for gross proceeds of approximately \$20 million. There are no understandings, agreements or commitments between RBC and any of the Trust, the Purchaser, KingSett, Choice Properties, or any of their respective associates or affiliates with respect to any future business dealings.

Subject to the terms and conditions of the Amended Engagement Agreement, RBC may, in the future, in the ordinary course of its business, perform financial advisory or investment banking services for one or more of the Trust, KingSett, Choice Properties, or any of their respective associates or affiliates. Royal Bank of Canada, controlling shareholder of RBC, provides banking services to the Trust, KingSett, Choice Properties, and certain of their respective associates and affiliates in the normal course of business.

RBC acts as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in the securities of the Trust, KingSett, Choice Properties, or any of their respective associates or affiliates and, from time to time, may have executed or may execute transactions on behalf of such companies or clients for which it received or may receive compensation. As an investment dealer, RBC conducts research on securities and may, in the ordinary course of its business, provide research reports and investment advice to its clients on investment matters, including with respect to the Trust, KingSett, Choice Properties, or any of their respective associates or affiliates or the Arrangement.

Credentials of RBC Capital Markets

RBC is one of Canada's largest investment banking firms, with operations in all facets of corporate and government finance, corporate banking, mergers and acquisitions, equity and fixed income sales and trading and investment research. RBC Capital Markets also has significant operations in the United States and internationally. The Fairness Opinion expressed herein represents the opinion of RBC and the form and content herein have been approved for release by a committee of its directors, each of whom is experienced in merger, acquisition, divestiture and fairness opinion matters.

Scope of Review

In connection with our Fairness Opinion, we have reviewed and relied upon or carried out, among other things, the following:

1. the most recent draft, dated April 15, 2026, of the Arrangement Agreement, including the most recent draft plan of arrangement appended thereto;
2. the most recent draft, dated April 15, 2026, of the disclosure letter to be delivered by the Trust to the Purchaser, KingSett, and Choice Properties concurrent with execution of the Arrangement Agreement;
3. the most recent draft, dated April 13, 2026, of the form of Voting Support Agreement to be entered into by the trustees and officers of the Trust;
4. the most recent draft, dated April 15, 2026, of the asset purchase agreement to provide for the acquisition of certain properties of the Trust by subsidiaries of Choice Properties;
5. audited financial statements of the Trust and Choice Properties for each of the five years ended December 31, 2021 to December 31, 2025;
6. select interim financial metrics of the Trust and Choice Properties for the quarter ended March 31, 2026;
7. annual reports of the Trust and Choice Properties for each of the two years ended December 31, 2024 and December 31, 2025;
8. the Notice of Meeting and Management Information Circulars of each of the Trust and Choice Properties for each of the two years ended December 31, 2024 and December 31, 2025;
9. annual information forms of the Trust and Choice Properties for each of the two years ended December 31, 2024 and December 31, 2025;

10. the draft portfolio summary for both income-producing properties and properties under development of the Trust, prepared by management of the Trust in accordance with International Financial Reporting Standards, as of December 31, 2025;
11. historical financial statements on a consolidated basis and segmented by property of the Trust for each of the five years ended December 31, 2021 through December 31, 2025;
12. unaudited financial projections for the Trust on a consolidated basis and segmented by property, prepared by management of the Trust, for the years ending December 31, 2026 through December 31, 2030;
13. unaudited financial projections for Choice Properties, prepared by management of Choice Properties, for the years ending December 31, 2026 through December 31, 2029;
14. discussions with senior management of each of the Trust, Choice Properties, and KingSett;
15. discussions with the Trust's legal counsel;
16. discussions with the Special Committee;
17. a management presentation delivered by Choice Properties to the Trust and its advisors;
18. public information relating to the business, operations, financial performance and equity trading history of the Trust, Choice Properties, and other selected publicly listed entities considered by us to be relevant;
19. public information with respect to other transactions of a comparable nature considered by us to be relevant;
20. public information regarding the Canadian real estate industry;
21. representations contained in certificates addressed to us, dated as of the date hereof, from senior officers of the Trust and Choice Properties as to the completeness and accuracy of the information upon which the Fairness Opinion is based; and
22. such other corporate, industry and financial market information, investigations and analyses as RBC considered necessary or appropriate in the circumstances.

RBC has not, to the best of its knowledge, been denied access by the Trust or Choice Properties to any information requested by RBC.

Assumptions and Limitations

With the Board's approval and as provided for in the Amended Engagement Agreement, RBC has relied upon the completeness, accuracy and fair presentation of all of the financial (including, without limitation, the financial statements of the Trust and Choice Properties) and other information, data, documents, advice, opinions or representations obtained by it from public sources, senior management of the Trust or of Choice Properties, and their respective consultants and advisors (collectively, the "Trust Information" as it relates to the Trust and the "Choice Properties Information" as it relates to Choice Properties). The Fairness Opinion is conditional upon such completeness, accuracy and fair presentation of such Trust Information and Choice Properties Information. Subject to the exercise of professional judgment and except as expressly described herein, we have not attempted to verify independently the completeness, accuracy or fair presentation of any of the Trust Information or Choice Properties Information.

We have assumed the accuracy and fair presentation of and relied upon the Trust's and Choice Properties' audited financial statements and the reports of the auditors thereon and the Trust's and Choice Properties' select interim unaudited financial metrics. With respect to any forecasts, projections, estimates and budgets provided to RBC and used in the analysis supporting the Fairness Opinion, RBC has noted that projecting future results of any entity is inherently subject to uncertainty and we have assumed that such forecasts, projections, estimates and budgets provided to RBC were reasonably

prepared on bases reflecting the best currently available estimates and judgments of management of the Trust or Choice Properties, as applicable, as to the matters covered thereby. We express no views as to the reasonableness of any forecasts, projections, estimates and budgets or the assumptions on which they are based.

We are not legal, regulatory, accounting or tax experts and have relied on the assessments made by the Trust and its advisors with respect to such matters.

Senior officers of the Trust have represented to RBC in a certificate delivered as of the date hereof, among other things, that, (i) with the exception of Forecasts (as defined below), the Trust Information provided to RBC orally by, or in the presence of, any officer of the Trust, or in writing by the Trust, any of its affiliates (as such term is defined in National Instrument 62-104 *Take-Over Bids and Issuer Bids*) or any of their respective agents or advisors, for the purpose of preparing the Fairness Opinion was, at the date provided to RBC, and is at the date hereof complete, true and correct in all material respects, and did not and does not contain any untrue statement of a material fact, and did not and does not omit to state any material fact necessary to make such Trust Information, or any statement contained therein, not misleading in light of the circumstances in which it was provided to RBC; and that (ii) since the dates on which such Trust Information was provided to RBC, except as disclosed in writing to RBC, to the best of their knowledge, information, and belief after due inquiry, there has been no material change or change in material facts, financial or otherwise, in or relating to the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Trust or any of its subsidiaries, or material change in the Trust Information. Senior officers of the Trust have further represented that with respect to any portions of the Trust Information that constitute forecasts, projections or estimates (collectively, "Forecasts"), such Forecasts (i) were prepared using the assumptions identified therein, which, in the reasonable opinion of the Trust, are (or were at the time of preparation and continue to be) reasonable in the circumstances, and (ii) are not, in their reasonable belief, misleading in any material respect in light of the assumptions used therefor.

Senior officers of Choice Properties have represented to RBC in a certificate delivered as of the date hereof, among other things, that (i) the Choice Properties Information provided to RBC orally by, or in the presence of, any officer of Choice Properties, or in writing by Choice Properties, any of its affiliates or any of their respective agents or advisors, for the purpose of preparing the Fairness Opinion was, at the date provided to RBC, and is at the date hereof complete, true and correct in all material respects, and did not and does not contain any untrue statement of a material fact, and did not and does not omit to state any material fact necessary to make such Choice Properties Information, or any statement contained therein, not misleading in light of the circumstances in which it was provided to RBC; and that (ii) since the dates on which such Choice Properties Information was provided to RBC, except as disclosed in writing to RBC, there has been no material change or change in material facts, financial or otherwise, in or relating to the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of Choice Properties or any of its subsidiaries, and there has been no material change in such Choice Properties Information or any part thereof which would have or which would reasonably be expected to have a material effect on the Fairness Opinion.

In preparing the Fairness Opinion, RBC has made several assumptions, including that the final versions of the Arrangement Agreement and related agreements to be executed will be substantially in the form and substance of the most recent drafts thereof provided to us, that the Arrangement will be consummated in accordance with the terms set forth in the Arrangement Agreement without any waiver or amendment of any material terms or conditions thereof that would adversely affect the Consideration in any material way or that would otherwise be material to the analysis underlying the Fairness Opinion, and that the representations and warranties of each party set forth in the Arrangement Agreement are true and correct in all material respects as of the dates made. In addition, RBC has assumed that the conditions precedent to the completion of the Arrangement will be satisfied in due course, that all

consents, permissions, exemptions or orders of relevant third parties or regulatory authorities will be obtained without adverse condition or qualification that would adversely affect the Consideration in any material way or that would otherwise be material to the analysis underlying the Fairness Opinion, and that the procedures being followed to implement the Arrangement are valid and effective in all material respects.

The Fairness Opinion is rendered on the basis of securities markets, economic, financial and general business conditions prevailing as at the date hereof and the condition and prospects, financial and otherwise, of the Trust, Choice Properties, and their respective subsidiaries and affiliates, as they were reflected in the Trust Information and Choice Properties Information and as they have been represented to RBC. In its analyses and in preparing the Fairness Opinion, RBC made numerous assumptions with respect to industry performance, general business and economic conditions and other matters, many of which are beyond the control of RBC or any party involved in the Arrangement.

The Fairness Opinion has been provided for the use of the Special Committee and the Board and may not be used by any other person or relied upon by any other person other than the Special Committee and the Board without the express prior written consent of RBC. The Fairness Opinion does not address the prices at which the Trust's, KingSett's or Choice Properties' securities will trade in the future, nor does it address the relative merits of the Arrangement as compared to other transactions or business strategies that might be available to the Trust, or the Trust's underlying business decision to enter into the Arrangement Agreement and effect the Arrangement. The Fairness Opinion is not to be construed as a recommendation to the Special Committee or the Board as to whether it should approve entry into the Arrangement Agreement and the Arrangement, or to any securityholder of the Trust as to how to vote or act in respect of the Arrangement or any other matter. RBC has not been asked to, and does not, offer any opinion as to any terms of the Arrangement Agreement or any aspect or implication of the Arrangement, except for the fairness of the Consideration, from a financial point of view, to the Unitholders (other than KingSett and its affiliates). In considering the fairness of the Consideration from a financial point of view, RBC considered the Arrangement from the perspective of the Unitholders generally (other than KingSett and its affiliates) and did not consider the specific circumstances of any particular Unitholder, including with regard to tax considerations. In addition, RBC expresses no opinion or view with respect to the fairness (financial or otherwise) of the amount, nature or any other aspect of any compensation to any of the officers, trustees or employees of any party to the Arrangement, or class of such persons, relative to the Consideration.

The Fairness Opinion is given as of the date hereof and RBC disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the Fairness Opinion which may come or be brought to RBC's attention after the date hereof. Without limiting the foregoing, in the event that there is any material change in any fact or matter affecting the Fairness Opinion after the date hereof, RBC reserves the right to change, modify or withdraw the Fairness Opinion.

RBC believes that its analyses must be considered as a whole and that selecting portions of the analyses or the factors considered by it, without considering all factors and analyses together, could create a misleading view of the process underlying the Fairness Opinion. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Any attempt to do so could lead to undue emphasis on any particular factor or analysis.

Fairness Analysis

Approach to Fairness

In considering the fairness of the Consideration from a financial point of view to the Unitholders (other than KingSett and its affiliates), RBC principally considered and relied upon the following: (i) a

comparison of the Consideration to the results of a net asset value analysis of the Trust; (ii) a comparison of the Consideration to the results of a discounted cash flow analysis of the Trust; and (iii) a comparison of the multiples implied by the Consideration to selected financial multiples, to the extent publicly available, of selected precedent transactions. RBC also reviewed trading multiples of comparable publicly traded entities in the Canadian real estate industry, but given that public trading values generally reflect minority discount values rather than "en bloc" values, RBC did not rely on this methodology.

Fairness Conclusion

Based upon and subject to the foregoing, RBC is of the opinion that, as of the date hereof, the Consideration to be received by Unitholders pursuant to the Arrangement is fair, from a financial point of view, to the Unitholders (other than KingSett and its affiliates).

Yours very truly,

RBC Dominion Securities Inc.

RBC DOMINION SECURITIES INC.

APPENDIX "F"
NBCM FAIRNESS OPINION

See attached.

April 15, 2026

The Special Committee of the Board of Trustees and the Board of Trustees of First Capital Real Estate Investment Trust

85 Hanna Avenue, Suite 400
Toronto, Ontario, Canada
M6K 3S3

To the members of the Special Committee and the Board:

National Bank Financial Inc. (“**National Bank Capital Markets**”, “**NBCM**”, “**we**”, or “**us**”) understands that First Capital Real Estate Investment Trust (“**First Capital**”), 17853335 Canada Inc., Premier Acquisition LP (the “**Purchaser**”), KingSett Real Estate Growth LP No. 8 (“**KingSett**”), and Choice Properties Real Estate Investment Trust (“**Choice Properties**”) propose to enter into an arrangement agreement to be dated April 16, 2026 (the “**Arrangement Agreement**”). Under the terms of the Arrangement Agreement, among other things, the Purchaser will acquire all of the issued and outstanding units of First Capital (each a “**First Capital Unit**” and collectively the “**First Capital Units**”), Choice Properties will acquire certain properties and related assets of First Capital, and each holder of a First Capital Unit (the “**First Capital Unitholders**”), other than dissenting First Capital Unitholders in respect of dissenting First Capital Units, will be entitled to receive, for each First Capital Unit held, consideration consisting of (i) 0.3186 of a unit in the capital of Choice Properties (the “**Unit Consideration**”) and (ii) \$19.24 in cash (the “**Cash Consideration**” and together with the Unit Consideration, the “**Consideration**”).

The transactions contemplated by the Arrangement Agreement will be effected pursuant to a court-approved plan of arrangement under Section 192 of the *Canada Business Corporations Act* and Section 60 of the *Trustee Act* (Ontario) (the “**Arrangement**”) and will require the approval of (i) at least 66 2/3% of the votes cast by First Capital Unitholders, and (ii) the approval of at least a simple majority of the First Capital Unitholders, excluding the votes of any First Capital Unitholders whose votes are required to be excluded for the purposes of minority approval under Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* (“**MI 61-101**”), in each case present in person or represented by proxy at a special meeting of First Capital Unitholders. The terms and conditions of the Arrangement Agreement will be more fully described in a management information circular (the “**Circular**”) to be prepared by First Capital and mailed to First Capital Unitholders in connection with a special meeting to be called by First Capital to seek unitholder approval of the Arrangement.

NBCM understands that each of the executive officers and trustees of First Capital (collectively, the “**Supporting Unitholders**”) will enter into voting support agreements with respect to the First Capital Units beneficially owned, controlled or directed by each such Supporting Unitholder (the “**Voting Support Agreements**”), pursuant to which, the Supporting Unitholders will agree to, among other things, vote their First Capital Units in favour of the Arrangement, subject to the terms and conditions of the Voting Support Agreements. NBCM also understands that, pursuant to the terms of the Arrangement Agreement, KingSett will agree to vote the First Capital Units beneficially owned, controlled or directed by KingSett or any of its affiliates in favour of the Arrangement.

Engagement of National Bank Capital Markets

NBCM has been retained by the Board of Trustees of First Capital (the “**Board**”) pursuant to an engagement agreement dated February 25, 2026 (the “**Engagement Agreement**”) to act as independent financial advisor to the Board and the special committee of the Board (the “**Special Committee**”) in connection with the Arrangement including, among other things, to provide advice and assistance to the Board and Special Committee with respect to considering the Arrangement, including the preparation and delivery of an opinion (the “**Fairness Opinion**”) as to the fairness, from a financial point of view, of the Consideration to be received by the First Capital Unitholders (other than KingSett and its affiliates) pursuant to the Arrangement.

NBCM understands that the Fairness Opinion and a summary thereof will be included in the Circular and, subject to the terms of the Engagement Agreement, NBCM consents to such disclosure. NBCM has not been asked to prepare and has not prepared a formal valuation under MI 61-101 of First Capital or Choice Properties, or a valuation of any of the securities or assets of First Capital or Choice Properties, and this Fairness Opinion should not be construed as such.

Pursuant to the terms of the Engagement Agreement, NBCM will receive a fixed fee for the delivery of the Fairness Opinion. In addition, NBCM is to be reimbursed for its reasonable and documented out-of-pocket expenses and to be indemnified by First Capital in certain circumstances.

This Fairness Opinion has been prepared in accordance with the disclosure standards for formal valuations and fairness opinions of the Canadian Investment Regulatory Organization (“CIRO”) but CIRO has not been involved in the preparation or review of the Fairness Opinion.

Relationship with Interested Parties

Neither NBCM, nor any of its affiliates, is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Ontario)) of First Capital, the Purchaser, KingSett, Choice Properties or any of their respective associates or affiliates (for purposes of this section, each an “**Interested Party**” and collectively, the “**Interested Parties**”). Neither NBCM, nor any of its affiliates, is an advisor to any of the Interested Parties with respect to the Arrangement other than pursuant to the Engagement Agreement. NBCM and its affiliates have not been engaged to provide any financial advisory services, have not acted as lead or co-lead manager on any offering of securities of First Capital, the Purchaser, KingSett, Choice Properties or any other Interested Party, and have not had a material financial interest in any transaction involving First Capital, the Purchaser, KingSett, Choice Properties or any other Interested Party during the 24 months preceding the date on which NBCM was first contacted with respect to the engagement of NBCM by the Board, other than services provided under the Engagement Agreement and as described herein. NBCM and its affiliates have been engaged in the following capacity for, or transacted such business with, the Interested Parties: (i) an affiliate of NBCM is a lender to First Capital and currently holds \$51 million of First Capital’s \$450 million credit facility as part of the syndicate maturing on June 30, 2029; (ii) an affiliate of NBCM is a lender to Choice Properties and currently holds \$110 million of Choice Properties’ \$1.5 billion credit facility as part of the syndicate maturing on May 21, 2030, (iii) NBCM acted as co-manager for an aggregate of \$1.1 billion of unsecured debentures issuances for Choice Properties via four transactions in 2024 and 2025, and (iv) NBCM, directly or through affiliates, may, in the ordinary course of their respective businesses, provide credit, banking services, investment banking services, and other financing services to entities affiliated or associated with First Capital, KingSett and Choice Properties in the ordinary course of business.

Other than as set forth above, there are no understandings, agreements or commitments between NBCM and any of the Interested Parties with respect to future business dealings.

NBCM acts as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in the securities of First Capital, KingSett or Choice Properties or any of their respective associates or affiliates and, from time to time, may have executed

or may execute transactions for such companies and clients from whom it received or may receive compensation. NBCM, as an investment dealer, conducts research on securities and may, in the ordinary course of its business, provide research reports and investment advice to its clients on investment matters, including with respect to First Capital, KingSett, Choice Properties or any of their respective associates and affiliates.

Credentials of NBCM

NBCM is a leading Canadian investment dealer whose businesses include corporate finance, mergers and acquisitions, equity and fixed income sales and trading and investment research. The Fairness Opinion expressed herein is the opinion of NBCM, and the form and content herein has been reviewed and approved for release by a group of managing directors of NBCM, each of whom is experienced in merger, acquisition, divestiture, valuation and fairness opinion matters.

Scope of Review

In connection with rendering our Fairness Opinion, we have reviewed and relied upon, or carried out (as the case may be), among other things, the following:

- a) the most recent drafts of the definitive documentation in respect of the Arrangement, including the (i) draft Arrangement Agreement, (ii) draft plan of arrangement, (iii) draft asset purchase agreement to provide for the acquisition of certain properties of First Capital by subsidiaries of Choice Properties, (iv) draft form of voting and support agreement, (v) draft First Capital disclosure letter, and (vi) draft equity and debt commitment letters of the Purchaser;
- b) publicly available documents regarding First Capital, including annual and quarterly reports, financial statements, annual information forms, management's discussion and analysis, management information circulars, and other filings deemed relevant by NBCM;
- c) publicly available documents regarding Choice Properties, including annual and quarterly reports, financial statements, annual information forms, management's discussion and analysis, management information circulars, and other filings deemed relevant by NBCM;
- d) certain internal forecasts, budgets, financial models and other non-public information prepared and provided to us by First Capital's management, primarily financial in nature, concerning the business, operations, assets, prospects and liabilities of First Capital;
- e) internal management budgets and certain other non-public information prepared and provided to us by Choice Properties' management, primarily financial in nature, concerning the business, assets, liabilities and prospects of Choice Properties;
- f) various reports published by equity research analysts and industry sources regarding First Capital, Choice Properties, and other public peer companies, to the extent deemed relevant by NBCM;
- g) trading statistics and selected financial information of First Capital, Choice Properties, and other selected public peer companies;
- h) public information with respect to selected precedent transactions considered by NBCM to be relevant in the circumstances;
- i) discussions with First Capital's senior management team with regards to, among other things, the proposed Arrangement, as well as First Capital's business, operations, financial position, budget, key assets and prospects;
- j) discussions with Choice Properties' senior management team with regards to, among other things, the proposed Arrangement, as well as Choice Properties' business, operations, financial position, budget, key assets and prospects;
- k) consultation with the legal advisor to the Board and the Special Committee;
- l) such other information, discussions and analyses as NBCM considered necessary or appropriate in the circumstances;
- m) a certificate addressed to NBCM, from senior officers of First Capital regarding the completeness and accuracy of the information as of April 15, 2026, upon which this Fairness Opinion is based; and
- n) a certificate addressed to NBCM, from senior officers of Choice Properties regarding the completeness and accuracy of the information upon which this Fairness Opinion is based.

NBCM has not, to the best of its knowledge, been denied access by First Capital to any information under the control of First Capital that has been requested by NBCM.

Prior Valuations

Senior officers of First Capital have represented to NBCM that, to the best of their knowledge, there have been no prior valuations (as defined for the purposes of MI 61-101) of First Capital or its securities or material assets prepared within the past twenty-four (24) months.

Assumptions and Limitations

NBCM has relied upon the completeness, accuracy and fair presentation of all financial and other information, data, advice, opinions and representations obtained by us from public sources, or provided to us by or on behalf of the Interested Parties and their respective advisors, representatives or otherwise, including, without limitation, in meetings and discussions referred to above under "Scope of Review" (collectively, the "Information"). We have assumed that the Information did not contain any untrue statement of a material fact in respect of First Capital, Choice Properties, their respective subsidiaries, or the Arrangement or omit to state any material fact in respect of First Capital, Choice Properties, their respective subsidiaries, or the Arrangement necessary to make such Information not misleading in light of the circumstances under which the Information was made or provided. Our Fairness Opinion is conditional upon such completeness, accuracy and fair presentation of the Information. We have not been requested to nor, subject to the exercise of professional judgment, have we attempted to verify independently the completeness, accuracy or fair presentation of the Information.

Senior officers of First Capital have represented to NBCM in a certificate delivered as of the date hereof, among other things, that (i) with the exception of forecasts, projections, or estimates, the Information provided orally by, or in the presence of, an officer or employee of First Capital or in writing by First Capital or any of its subsidiaries (as such term is defined in the *Securities Act* (Ontario)), or their respective agents to NBCM relating to First Capital or any of its subsidiaries or the Arrangement for purposes of preparing the Fairness Opinion (the "First Capital Information") was, at the date the First Capital Information was provided to NBCM, and is at the date hereof complete, true and correct in all material respects, and did not and does not contain any untrue statement of a material fact in respect of First Capital, its subsidiaries or the Arrangement and did not and does not omit to state a material fact in respect of First Capital, its subsidiaries or the Arrangement necessary to make the First Capital Information not misleading in light of the circumstances under which the First Capital Information was made or provided; and that (ii) since the dates on which the First Capital Information was provided to NBCM, except as disclosed in writing to NBCM, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of First Capital or any of its subsidiaries and no material change has occurred in the First Capital Information or any part thereof which would have or which would reasonably be expected to have a material effect on the Fairness Opinion. With respect to any portion of the Information which constitutes forecasts, projections, estimates and/or budgets provided by First Capital or, in the case of the Information which constitutes Choice Properties forecasts reviewed by First Capital and used in its analyses, NBCM notes that projecting future results of any company is inherently subject to uncertainty. NBCM has assumed, however, that such forecasts, projections, or estimates which constitute the First Capital Information were prepared using the assumptions identified therein, which, in the reasonable opinion of First Capital, are (or were at the time of preparation and continue to be) reasonable in the circumstances. NBCM has relied upon forecasts, projections, or estimates provided by First Capital which, in the reasonable belief of First Capital management, are not misleading in any material respect in light of the assumptions used therefor.

NBCM has assumed that, in all respects material to its analysis, the Arrangement Agreement executed by the parties will be in substantially the form and substance of the draft provided to us, the representations and warranties of the parties to the Arrangement Agreement contained therein are complete, true and correct in all material respects, such parties will each perform all of the respective covenants and

agreements to be performed by them under the Arrangement Agreement, and all conditions to the obligations of such parties as specified in the Arrangement Agreement will be satisfied or waived. NBCM has also assumed that all material approvals and consents required in connection with the consummation of the Arrangement will be obtained and, that in connection with any necessary approvals and consents, no limitations, restrictions or conditions will be imposed that would have an adverse effect on such parties.

This Fairness Opinion does not address the relative merits of the Arrangement as compared to other business strategies or transactions that might be available with respect to First Capital or First Capital's underlying business decision to effect the Arrangement or any other term or aspect of the Arrangement or the Arrangement Agreement or any other agreement entered into or amended in connection with the Arrangement.

We are not legal, tax or accounting experts and we express no opinion concerning any legal, tax or accounting matters concerning the Arrangement and have relied upon, without independent verification, the assessment by First Capital and Choice Properties and their legal and tax advisors with respect to such matters. We express no opinion as to the value at which the units of Choice Properties may trade following completion of the Arrangement.

This Fairness Opinion is rendered as at the date hereof and on the basis of securities markets, economic and general business and financial conditions prevailing as at the date hereof and the conditions and prospects, financial and otherwise, of First Capital and Choice Properties as they are reflected in the Information and as they were represented to us in our discussions with the management and trustees of First Capital and Choice Properties. In our analyses and in connection with the preparation of our Fairness Opinion, we made numerous assumptions with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond the control of NBCM and any party involved in the Arrangement. This Fairness Opinion is provided to the Board and Special Committee for their respective use only and may not be relied upon by any other person. NBCM disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the Fairness Opinion which may come or be brought to the attention of NBCM after the date hereof. Without limiting the foregoing, in the event that there is any material change in any fact or matter affecting the Fairness Opinion after the date hereof, NBCM reserves the right to change, modify or withdraw the Fairness Opinion. The preparation of a fairness opinion is a complex process and is not necessarily capable of being partially analyzed or summarized. NBCM believes that its analyses must be considered as a whole and that selecting portions of the analyses or the factors considered by it, without considering all factors and analyses together, could create an incomplete view of the process underlying the Fairness Opinion. The Fairness Opinion should be read in its entirety.

This Fairness Opinion is addressed to and is for the sole use and benefit of the Board and Special Committee and may not be referred to, summarized, circulated, publicized or reproduced or disclosed to or used or relied upon by any party without the express written consent of NBCM, other than in the Circular in its entirety and a summary thereof (in a form acceptable to us). This Fairness Opinion is not to be construed or used as a recommendation to any First Capital Unitholder to vote in favour of or against the Arrangement.

Approach to Fairness

In considering the fairness of the Consideration under the Arrangement, from a financial point of view, to be received by the First Capital Unitholders (other than KingSett and its affiliates), NBCM principally considered and relied upon the following approaches: (i) a fundamental assessment of "en bloc" Net Asset Value ("NAV") based on First Capital management's forecast; (ii) a comparison of the selected financial multiples, to the extent publicly available, of selected precedent transactions to the multiples implied by the implied consideration under the Arrangement; (iii) a comparison of the selected financial multiples of selected comparable companies whose securities are publicly traded, to the multiples implied by the implied consideration under the Arrangement; (iv) a comparison of the selected financial

multiples of selected comparable companies whose securities are publicly traded plus a control premium, based on premiums paid to acquire Canadian companies historically to reflect the "en bloc" value, to the multiples implied by the implied consideration under the Arrangement; (v) a comparison of the implied consideration under the Arrangement to the recent market trading prices of the First Capital Units; (vi) a review of potential third party interest in an acquisition of First Capital; and (vii) such other factors and analyses as NBCM considered appropriate.

In considering the relative value of the Unit Consideration to be received by First Capital Unitholders under the Arrangement, NBCM principally considered: (i) a comparison of the selected financial multiples of selected comparable companies whose securities are publicly traded, to the multiples implied by the trading value of the units of Choice Properties; (ii) a comparison of the implied consideration under the Arrangement to the recent market trading prices of the units of Choice Properties; and (iii) such other factors and analyses as NBCM considered appropriate.

Conclusion

Based upon and subject to the foregoing, and such other matters as we considered relevant, it is our opinion, as of the date hereof, that the Consideration to be received by the First Capital Unitholders (other than KingSett and its affiliates) pursuant to the Arrangement is fair, from a financial point of view, to such First Capital Unitholders (other than KingSett and its affiliates).

Yours very truly,

A handwritten signature in dark ink that reads "National Bank Financial Inc." in a cursive, flowing script.

NATIONAL BANK FINANCIAL INC.

APPENDIX "G"

INFORMATION CONCERNING THE REIT

All capitalized terms used but not otherwise defined in this Appendix "G" have the meanings set out in the Glossary of Terms.

The REIT

The REIT is an unincorporated, open-ended real estate investment trust established pursuant to the REIT Declaration of Trust under, and governed by, the Laws of the Province of Ontario. The REIT became a public real estate investment trust in December 2019. The registered and principal office of the REIT is located at 85 Hanna Avenue, Suite 400, Toronto, Ontario, M6K 3S3.

The REIT holds its assets through nominee corporations or limited partnership structures. Two wholly-owned subsidiaries, First Capital Holdings Trust and FCRI Properties LP, own most of the beneficial interests (along with any joint venture interests, as applicable) in the REIT's assets across Canada.

Summary of Description of Business

The REIT, with \$9.3 billion in total assets, is a leader in owning and operating, acquiring and developing open-air grocery-anchored centres in neighbourhoods with the strongest demographics in Canada as well as securing the right to develop significant additional density through rezoning. With these two foundational core competencies, the REIT is differentiated from its peers by several competitive advantages which include its core portfolio of multi-tenant, grocery-anchored shopping centers and its sizable density pipeline.

The REIT's core portfolio of grocery-anchored shopping centres has a value of approximately \$7.5 billion and comprises approximately 84% of the REIT's total real estate investments. Geographically, the REIT targets specific urban and top-tier suburban neighbourhoods within Canada's largest and fastest growing cities, including Toronto, Montreal, Calgary, Vancouver, Edmonton, Ottawa, and the Kitchener, Guelph, Waterloo area. The REIT's curated tenant mix typically includes pharmacy, liquor, banks, medical services, and an array of other complementary providers of daily necessity goods and services.

The REIT's portfolio of future development sites is comprised of a density pipeline of approximately 23 million square feet which exceeds the gross leasable area of the REIT's current property portfolio. The density pipeline is primarily located in high growth neighbourhoods with exceptional demographics within Toronto, Montreal and Vancouver.

Documents Incorporated by Reference

The following documents of the REIT, which have been filed with the securities commissions or similar regulatory authorities in each of the provinces and territories of Canada, are specifically incorporated by reference into, and form an integral part of, this Circular:

- the AIF;
- the 2026 Circular;
- the Annual Financial Statements;
- the Annual MD&A;
- the material change report of the REIT dated April 24, 2026, with respect to the Arrangement;
- the Q1 Interim Financial Statements; and
- the Q1 Interim MD&A.

Information has been incorporated by reference in this Circular from documents filed with securities commissions or similar regulatory authorities in each of the provinces and territories of Canada. Copies of the documents incorporated herein by reference are available under the REIT's issuer profile on SEDAR+ at www.sedarplus.ca or upon request without charge to the Assistant Corporate Secretary of the REIT at 85 Hanna

Avenue, Suite 400, Toronto, Ontario, M6K 3S3. **Any documents of a type described in section 11.1 of Form 44-101F1 – Short Form Prospectus**, including the types referred to above, any material change reports (excluding confidential reports), and business acquisition reports filed by the REIT pursuant to the requirements of Securities Laws of any province of Canada, and any other disclosure document which the REIT has filed pursuant to an undertaking to a securities regulatory authority of any province of Canada, in each case, after the date of this Circular and prior to the date of the Meeting, shall be deemed to be incorporated by reference into this Circular.

Any statement contained in this Circular or in any other document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded, for purposes of this Circular, to the extent that a statement contained herein or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference herein modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement will not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded will not be deemed in its unmodified or superseded form to constitute part of this Circular except as so modified or superseded.

Description of Authorized and Issued Unit Capital

The REIT is authorized to issue an unlimited number of REIT Units and an unlimited number of Special Voting Units. As at the Record Date, the REIT had a total of 212,554,778 REIT Units outstanding and no Special Voting Units outstanding.

Unitholders are entitled to receive notice of any meetings of Unitholders, to attend and to cast one vote per REIT Unit at all such meetings. Unitholders are also entitled to an equal share in any distribution paid by the REIT and an equal share in the distribution of the surplus assets of the REIT on its liquidation. REIT Units have no associated conversion or retraction rights. No person is entitled, as a matter of right, to any pre-emptive right to subscribe for or acquire any REIT Unit, except as otherwise agreed to by the REIT pursuant to a binding written agreement.

For further information regarding the REIT's capital structure, see "*Declaration of Trust and Description of Trust Units*" in the AIF, which is incorporated herein by reference.

Outstanding Securities of the REIT

At the close of business on the Record Date, there were 212,554,778 REIT Units, no Special Voting Units, 500,903 Deferred Units, 924,310 Performance Units, 996,909 Restricted Units and 4,934,982 Options issued and outstanding.

In addition, at the close of business on the Record Date, there were \$2,300,000,000 aggregate principal amount of Debentures issued and outstanding, comprised of: (a) \$300,000,000 aggregate principal amount of Series U Debentures; (b) \$200,000,000 aggregate principal amount of Series V Debentures; (c) \$200,000,000 aggregate principal amount of Series A Debentures; (d) \$300,000,000 aggregate principal amount of Series B Debentures; (e) \$300,000,000 aggregate principal amount of Series C Debentures; (f) \$200,000,000 aggregate principal amount of Series D Debentures; (g) \$300,000,000 aggregate principal amount of Series E Debentures; (h) \$250,000,000 aggregate principal amount of Series F Debentures; and (i) \$250,000,000 aggregate principal amount of Series G Debentures.

Previous Distributions

Except as set out below, no REIT Units were distributed by the REIT in the five-year period preceding the date of this Circular.

Date Issued	Number of REIT Units	Price per Security	Nature of Distribution
July 26, 2021	120,909	\$18.12	Redemption of Deferred Units ⁽¹⁾
September 24, 2021	4,500	\$18.25	Exercise of Options
November 8, 2021	11,000	\$18.92	Exercise of Options
November 12, 2021	1,250	\$19.08	Exercise of Options
January 17, 2022	7,027	\$18.54	Redemption of Deferred Units ⁽¹⁾
March 7, 2022	77,457	\$18.25	Redemption of Restricted Units ⁽²⁾
March 9, 2022	45,200	\$18.23	Redemption of Restricted Units ⁽²⁾
March 11, 2022	1,500	\$18.38	Exercise of Options
March 15, 2022	4,509	\$18.23	Redemption of Restricted Units ⁽²⁾
April 4, 2022	5,000	\$18.11	Exercise of Options
April 12, 2022	30,932	\$18.25	Redemption of Restricted Units ⁽²⁾
June 17, 2022	43,202	\$14.27	Exchange of Exchangeable LP Units ⁽³⁾
February 28, 2023	77,365	\$17.92	Redemption of Restricted Units ⁽²⁾
March 2, 2023	142,526	\$17.92	Redemption of Restricted Units ⁽²⁾
March 22, 2023	561	\$17.92	Redemption of Restricted Units ⁽²⁾
July 31, 2023	77,757	\$14.74	Redemption of Deferred Units ⁽¹⁾
December 29, 2023	60,021	\$15.34	Exchange of Exchangeable LP Units ⁽³⁾
March 19, 2024	56,859	\$15.65	Redemption of Restricted Units ⁽²⁾
March 21, 2024	651	\$15.65	Redemption of Restricted Units ⁽²⁾
August 19, 2024	77,439	\$16.44	Redemption of Deferred Units ⁽¹⁾
September 13, 2024	3,330	\$15.67	Redemption of Restricted Units ⁽²⁾
March 4, 2025	97,204	\$16.70	Redemption of Restricted Units ⁽²⁾
March 11, 2025	1,080	\$16.70	Redemption of Restricted Units ⁽²⁾
May 16, 2025	24,335	\$17.21	Redemption of Deferred Units ⁽¹⁾
November 14, 2025	7,214	\$19.46	Exercise of Options
March 5, 2026	102,357	\$20.98	Redemption of Restricted Units ⁽²⁾

⁽¹⁾ REIT Units issued to a former Trustee in connection with the redemption of Deferred Units pursuant to the terms of the Deferred Unit Plan.

⁽²⁾ REIT Units issued to one or more current or former REIT Employees in connection with the redemption of Restricted Units pursuant to the terms of the Restricted Unit Plan.

⁽³⁾ Pursuant to a court approved plan of arrangement, effective December 30, 2019, First Capital Realty Inc. completed its conversion to a real estate investment trust. Under such plan of arrangement, each outstanding common share of First Capital Realty Inc. was exchanged for one REIT Unit, unless a qualifying shareholder validly elected to receive exchangeable limited partnership units of First Capital REIT Limited Partnership in exchange for common shares of First Capital Realty Inc. REIT Units issued in exchange for the cancellation of an equivalent number of corresponding exchangeable limited partnership units of First Capital REIT Limited Partnership in accordance with their terms.

Previous Purchases and Sales

Except for distribution equivalent securities credited or issued to holders of Restricted Units and Performance Units concurrently with the payment of the REIT's regular monthly distributions and issuances of REIT Units from treasury upon the redemption or exercise (as applicable) of Incentive Securities pursuant to the terms of the Incentive Plans, the following table sets forth details regarding all purchases or sales by the REIT of its securities during the 12-month period before the date of this Circular.

Date	Description of Security	Nature of Transaction	Number of Securities Purchased or Sold	Average Price of the Security
May 2025	REIT Units	Market purchases pursuant to the Employee Unit Purchase Plan	8,475.57	\$17.33

Date	Description of Security	Nature of Transaction	Number of Securities Purchased or Sold	Average Price of the Security
June 2025	REIT Units	Market purchases pursuant to the Employee Unit Purchase Plan	5,374.25	\$17.67
	Deferred Units	Quarterly grant to Trustees in lieu of cash remuneration in accordance with the Deferred Unit Plan	20,662.19	\$17.70
July 2025	-	-	-	-
August 2025	-	-	-	-
September 2025	Deferred Units	Quarterly grant to Trustees in lieu of cash remuneration in accordance with the Deferred Unit Plan	19,741.97	\$19.44
October 2025	REIT Units	Market purchases pursuant to the Employee Unit Purchase Plan	3,571.22	\$19.42
November 2025	REIT Units	Market purchases pursuant to the Employee Unit Purchase Plan	7,357.79	\$19.33
December 2025	REIT Units	Market purchases pursuant to the Employee Unit Purchase Plan	2,357.43	\$18.97
	Deferred Units	Quarterly grant to Trustees in lieu of cash remuneration in accordance with the Deferred Unit Plan	20,204.69	\$18.99
January 2026	REIT Units	Market purchases pursuant to the Employee Unit Purchase Plan	3,966.81	\$19.25
February 2026	REIT Units	Market purchases pursuant to the Employee Unit Purchase Plan	3,400.88	\$20.65
March 2026	REIT Units	Market purchases pursuant to the Employee Unit Purchase Plan	9,600.18	\$20.92
	Deferred Units	Quarterly grant to Trustees in lieu of cash remuneration in accordance with the Deferred Unit Plan	21,184.91	\$20.55
April 2026	REIT Units	Market purchases pursuant to the Employee Unit Purchase Plan	275.89	\$21.79
May (1-20) 2026	-	-	-	-

Trading Prices and Volumes

The REIT Units are currently listed on the TSX under the symbol "FCR.UN". The following table sets forth the high and low trading prices and the total monthly trading volume of the REIT Units on the TSX for the periods indicated:

Period	High (\$)	Low (\$)	Volume
2025			
May	\$18.03	\$16.98	9,036,489
June	\$18.23	\$17.36	6,796,800
July	\$19.09	\$17.97	7,453,793
August	\$19.38	\$18.56	4,359,537
September	\$19.78	\$18.95	6,738,140
October	\$19.90	\$18.32	5,055,455
November	\$19.77	\$18.26	4,878,151
December	\$19.63	\$18.54	5,151,533

Period	High (\$)	Low (\$)	Volume
2026			
January	\$20.30	\$18.75	7,556,537
February	\$21.85	\$19.75	8,715,816
March	\$21.48	\$20.17	8,549,329
April	\$23.84	\$20.43	19,688,986
May (1-20)	\$23.56	\$22.89	7,240,620

On April 15, 2026, the last trading day on which the REIT Units traded prior to announcement of the Arrangement, the closing price of the REIT Units on the TSX was \$21.84. On May 20, 2026, the closing price of the REIT Units on the TSX was \$23.35.

Distribution Policy

In the 24 months prior to the date of this Circular, the REIT has made monthly cash distributions to Unitholders in the amount of \$0.072 per REIT Unit per month in 2024, \$0.074167 per REIT Unit per month in 2025 and \$0.076 per REIT Unit per month in 2026.

Risk Factors

Investments in securities of the REIT are subject to certain risks. Unitholders should carefully consider the risks and uncertainties described in the AIF, including under the heading "*Risk Factors*", and in the Q1 Interim MD&A, each of which is incorporated by reference in this Circular, as well as the other information contained and incorporated by reference in this Circular. Additional risks and uncertainties not presently known to the REIT or that the REIT currently deems immaterial may also impair the REIT's business operations. If any of such risks actually occur, the REIT's business, financial condition, liquidity and operating results could be materially adversely affected.

APPENDIX "H"

INFORMATION CONCERNING CHOICE

All capitalized terms used but not otherwise defined in this Appendix "H" have the meanings set out in the Glossary of Terms.

The following information about Choice should be read in conjunction with the documents incorporated by reference under this heading and the information concerning Choice appearing elsewhere in this Circular.

Choice Properties Real Estate Investment Trust

General Description of the Business and Legal Structure of Choice

Name and Establishment

Choice is an unincorporated, open-ended real estate investment trust established pursuant to the Choice Declaration of Trust under, and governed by, the Laws of the Province of Ontario. The registered and head office of Choice is located at 22 St. Clair Avenue East, Suite 700, Toronto, Ontario, Canada, M4T 2S5.

Choice is not a trust company and is not registered under applicable legislation governing trust companies as it does not carry on or intend to carry on the business of a trust company. The Choice Units are not "deposits" within the meaning of the *Canada Deposit Insurance Corporation Act* and are not insured under the provisions of that statute or any other legislation.

Description of the Business

Choice is the owner, manager and developer of a high-quality real estate portfolio of commercial and residential properties across Canada. Choice is Canada's premier diversified real estate investment trust with a portfolio comprising 699 income-producing properties with a total GLA of approximately 68.5 million square feet as at December 31, 2025. Choice's portfolio includes 563 retail properties, 124 industrial properties and 12 mixed-use and residential properties as at December 31, 2025. The retail properties consist of: (a) 267 properties with a stand-alone Loblaw-Owned Banner; (b) 244 properties anchored by a Loblaw-Owned Banner that also contains one or more third party tenants; and (c) 52 properties containing only third party tenants.

Choice's reportable segments include: (a) retail; (b) industrial; and (c) mixed-use and residential.

Retail Portfolio

The retail portfolio is primarily focused on necessity-based retail tenants. Choice views the retail portion of its portfolio as the foundation for maintaining reliable cash flow. Choice's portfolio is primarily leased to grocery stores, pharmacies, and other necessity-based tenants.

Industrial Portfolio

The industrial portfolio is centered around large, purpose-built distribution facilities for Loblaw and high-quality "generic" industrial assets that readily accommodate the diverse needs of a broad range of tenants. The term "generic" refers to a product that appeals to a wide range of potential users, so that the leasing or re-leasing time frame is reduced. The properties are located in target distribution markets across Canada, where demand is the highest and Choice can build critical mass to attain management efficiencies and to accommodate the expansion or contraction requirements of the tenant base.

Mixed-Use and Residential Portfolio

Rental residential real estate provides additional income diversification and generates further investment opportunities for Choice's growth. Many of these opportunities to develop residential properties are achieved by densifying existing retail sites with residential buildings. Choice's residential properties are transit accessible and well located in Canada's largest cities and include both newly developed purpose-built rental buildings and residential-focused mixed-use communities.

Choice's remaining office properties are primarily leased to entities within the Weston Group.

Acquisitions

Choice aims to acquire well located retail assets with strong anchor tenants and a focus on necessity-based retail and high-quality, generic industrial properties in target distribution markets across Canada, including through its strategic alliance with Loblaw.

See "*Material Contracts — Strategic Alliance Agreement*" and "*Risk Factors*" in the Choice AIF.

Choice's acquisitions during the previous three years are described in the "*General Development of the Business*" section of the Choice AIF.

Development

Choice believes that development of properties to their highest and best use is a key driver of incremental and accretive growth. Choice's pipeline of development opportunities includes: (a) intensification of excess density within its existing retail portfolio; (b) greenfield developments in large markets, including retail and industrial projects; (c) major mixed-use development in urban markets; and (d) residential development.

Active Management

Choice is an internally managed trust that employs experienced and regionally focused staff to actively manage its properties. Choice expects to increase cash flow and the value of its portfolio through initiatives to enhance operating performance, including delivering superior service to tenants, maintaining high levels of occupancy, effective capital investment in its properties and disposing of, or redeveloping, non-core assets.

Principal Tenant – Loblaw

Loblaw is Choice's largest tenant. As at December 31, 2025, Loblaw represented 59.4% of Choice's total GLA and approximately 57.3% of Choice's total annualized gross rental revenue. As at December 31, 2025, Loblaw leased approximately 40.2 million square feet of GLA from Choice, with approximately 76.7%, 21.2% and 1.8% of such GLA attributed to retail, industrial and mixed-use and residential space, respectively.

Competition

Choice, as one of the largest public real estate entities in Canada, competes with other investors, managers and owners of real estate. The key assets for which real estate focused entities compete are stable tenants and properties for purchase or development. To compete for desirable tenants with strong covenants, real estate focused entities typically differentiate themselves by the location of their properties, the age and condition of the buildings, effective merchandising and operational efficiency. With a sizable asset base that is geographically diverse across Canada, long-term leases and a strategic alliance with Loblaw, and an existing development pipeline that is all supported by sound financial management, Choice is well-positioned to compete in the Canadian real estate sector.

Description of Third Party Leases

Each of the leases with third party tenants assumed or entered into by Choice was negotiated between arm's length parties. Although the specific terms of each third party lease differ, these leases generally are triple net leases and reflect customary terms for leases of commercial premises. For further details of Choice's properties that are subject to one or more third party leases, please see "Appendix A" of the Choice AIF.

Financial Performance

Information on trends affecting Choice and its strategies and financial performance can be found in the financial statements and the management's discussion and analysis section of the Choice 2025 Annual Report.

Intellectual Property

Choice has registered various trademarks that it uses in its operations. None of these trademarks are material to Choice's operation of the business.

Employment

As at December 31, 2025, Choice had 266 full-time permanent employees. The majority of the employees are located in Choice's Toronto, Ontario office, with the remaining employees located at various regional offices across Canada.

Intercompany Relationships

Choice, LCL and GWL are part of the Weston Group. Although the entities making up the Weston Group each have their own strategies and, for the most part, focus on different businesses, the entities acknowledge that, from time to time, new corporate opportunities will arise that potentially could be of interest to more than one entity of the Weston Group. Accordingly, the entities making up the Weston Group have adopted a framework that facilitates the decision making process to allocate opportunities to the entity best suited to pursue the opportunity based on its existing businesses and other considerations.

As at December 31, 2025, GWL held, either directly or indirectly, a 61.7% effective interest in Choice through ownership of 50,661,415 Choice Units and all of the outstanding Class B LP Units, which are economically equivalent to, and exchangeable for, Choice Units.

For the purposes of this Circular, all "effective interest" calculations have been based on the total number of Choice Units that would be outstanding if all outstanding Class B LP Units were exchanged into Choice Units on a one-for-one basis but without giving effect to Choice Units issuable upon the exercise of outstanding Choice Unit options.

Choice owns, either directly or indirectly, 100% of the voting and non-voting securities of each of the following principal Choice Subsidiaries:

Subsidiary	Jurisdiction of Incorporation/Formation
Choice Properties Limited Partnership	Ontario
CPH Master Limited Partnership	Ontario

Distributions

CPLP has, and will continue to, distribute to the Choice General Partner and to the holders of its Class A LP Units and Class B LP Units their respective portions of distributable cash as set out below.

Distributions will be made forthwith after the Choice General Partner determines the distributable cash of CPLP and determines the amount of all costs and expenses incurred by it in the performance of its duties under the Choice LPA as general partner (the "**Choice Reimbursement Distribution Amount**"), which determination shall be made no later than the 10th day of each calendar month.

Distributable cash will represent, in general, all of CPLP's cash on hand that is derived from any source (other than amounts received in connection with the subscription for additional interests in CPLP) and that is determined by the Choice General Partner not to be required in connection with the business of CPLP. The distributable cash of CPLP will be distributed in the following order and priority: (a) the Choice Reimbursement Distribution Amount to the Choice General Partner; (b) an amount to the holder of Class A LP Units sufficient to allow Choice to pay its expenses (including, without limitation, any fees or commissions payable to agents or underwriters in connection with the sale of securities by Choice, listing fees of applicable stock exchanges and fees of Choice's auditors) on a timely basis (the "**Class A LP Preferred Distribution**"); (c) an amount to the Choice General Partner equal to 0.001% of the balance of the distributable cash of CPLP; and (d) an amount equal to the remaining balance of the distributable cash of CPLP to the holders of Class A LP Units and Class B LP Units in accordance with their pro rata entitlements as holders of Class A LP Units and Class B LP Units. Holders of Class B LP Units will be entitled to receive distributions on each such unit equal to the amount of the distribution declared by Choice on each Choice

Unit. The record date and, subject to the following paragraph, the payment date for any distribution declared on the Class B LP Units will be the same as those for the Choice Units.

The holders of Class A LP Units and Class B LP Units may elect to defer receipt of all or a portion of the distribution (the "**Choice Selected Amount**") until the first business day following the end of the fiscal year in which such distribution would otherwise have been made. In the event that such an election is made by a holder of Class A LP Units or Class B LP Units, such a holder will be loaned an amount from CPLP, on the date of such election, equal to the Choice Selected Amount. Each such loan will not bear interest and will be due and payable in full on the first business day following the end of the fiscal year during which the loan was made.

A holder of Class B LP Units has the right to elect to reinvest all distributions payable on its Class B LP Units on the same economic terms as participants in the Choice DRIP. A holder of Class B LP Units may reinvest such distributions in Class B LP Units, Choice Units or a combination thereof.

Description of Choice Units and Securities

General

Choice is an unincorporated open-ended real estate investment trust established pursuant to the Choice Declaration of Trust under, and governed by, the Laws of the Province of Ontario. Although Choice qualifies as a "mutual fund trust" as defined in the Tax Act, Choice is not a "mutual fund" as defined by applicable Securities Laws.

Authorized Capital and Outstanding Securities

The Choice Declaration of Trust authorizes the issuance of an unlimited number of two classes of units, namely the Choice Units and Choice Special Voting Units. Choice Special Voting Units are only issued in tandem with the issuance of Choice Exchangeable Units of CPLP or such other limited partnerships that may be Choice Subsidiaries from time to time. As at December 31, 2025, Choice had outstanding a total of 328,024,272 Choice Units and 395,786,525 Choice Special Voting Units.

In addition, Choice Preferred Units may from time to time be created and issued in one or more classes (each of which may be issued in unlimited series) without requiring Choice Voting Unitholder approval. As at December 31, 2025, Choice had no Choice Preferred Units outstanding. Before the issuance of Choice Preferred Units of a series, the Choice Trustees will execute an amendment to the Choice Declaration of Trust containing a description of such series, including the designations, rights, privileges, restrictions and conditions determined by the Choice Trustees, and the class of Choice Preferred Units of which such series is a part.

Choice Units

Each Choice Unit is transferable and represents an equal, undivided beneficial interest in Choice and any distributions from Choice, whether of net income, net realized capital gains (other than such gains allocated and distributed to redeeming Choice Unitholders) or other amounts and, in the event of the termination or winding-up of Choice, in the net assets of Choice remaining after satisfaction of all liabilities. All Choice Units rank among themselves equally and ratably without discrimination, preference or priority. Each Choice Unit entitles the holder thereof to receive notice of, to attend, and to cast one vote at all meetings of Choice Voting Unitholders or in respect of any written resolution of Choice Voting Unitholders.

Choice Unitholders are entitled to receive distributions from Choice (whether of net income, net realized capital gains or other amounts) if, as and when declared by the Choice Trustees. Upon the termination or winding-up of Choice, Choice Unitholders will participate equally with respect to the distribution of the remaining assets of Choice after payment of all liabilities of Choice. Such distribution may be made in cash, as a distribution in kind, or both, all as the Choice Trustees in their sole discretion may determine. Choice Units have no associated conversion or retraction rights. No person is entitled, as a matter of right, to any pre-emptive right to subscribe for or acquire any Choice Unit, except for GWL as set out in the Choice Exchange Agreement, or as otherwise agreed to by Choice pursuant to a binding written agreement.

Choice Special Voting Units

Choice Special Voting Units are only issued in tandem with the issuance of Choice Exchangeable Units and are not transferable separately from the Choice Exchangeable Units issued in tandem with them, and, upon any valid transfer of such Choice Exchangeable Unit, such Choice Special Voting Units will automatically be transferred to the transferee of such Choice Exchangeable Units. As Choice Exchangeable Units are exchanged for Choice Units or redeemed or purchased for cancellation by the issuer thereof, the corresponding Choice Special Voting Units will be cancelled for no consideration.

Each Choice Special Voting Unit entitles the holder of record thereof to receive notice of, to attend, and to cast one vote at all meetings of Choice Voting Unitholders or in respect of any resolution in writing of Choice Voting Unitholders. Except for the right to attend and vote at meetings of Choice Voting Unitholders or in respect of written resolutions of Choice Voting Unitholders, Choice Special Voting Units do not confer upon the holders thereof any other rights. A Choice Special Voting Unit does not entitle its holder to any economic interest in Choice, or to any interest or share in Choice, any of its distributions (whether of net income, net realized capital gains or other amounts) or in any of its net assets in the event of the termination or winding-up of Choice.

Issuance of Choice Units

Subject to the pre-emptive rights of GWL contained in the Choice Exchange Agreement, Choice Units or rights to acquire Choice Units or other securities may be created, issued and sold at such times, to such persons, for such consideration and on such terms and conditions as the Choice Trustees determine, including pursuant to a rights plan, distribution reinvestment plan, purchase plan or any incentive option or other compensation plan. Choice Units will be issued only when fully paid in money, property or past services, and they will not be subject to future calls or assessments, provided that Choice Units may be issued and sold on an installment basis and Choice may take security over any such Choice Units so issued. Where the Choice Trustees determine that Choice does not have available cash in an amount sufficient to pay the full amount of any distribution, the payment may, at the option of the Choice Trustees, include or consist entirely of the issuance of additional Choice Units having a fair market value determined by the Choice Trustees equal to the difference between the amount of the distribution and the amount of cash that has been determined by the Choice Trustees to be available for the payment of such distribution. These additional Choice Units will be issued pursuant to applicable exemptions under applicable Securities Laws, discretionary exemptions granted by applicable securities regulatory authorities or a prospectus or similar filing.

The Choice Trustees may refuse to allow the issuance of or to register the transfer of Choice Units where such issuance or transfer would, in their opinion, adversely affect the treatment of Choice under applicable Canadian tax Laws or their qualification to carry on any relevant business. See "*LIMITATIONS ON NON-RESIDENT OWNERSHIP OF CHOICE UNITS*" of this Circular.

Purchase of Choice Units

Choice may from time to time purchase Choice Units in accordance with the rules prescribed under applicable stock exchange or regulatory policies. On November 19, 2025, Choice received approval from the TSX to purchase up to 27,436,700 Choice Units during the twelve-month period from November 21, 2025 to November 20, 2026, by way of a normal course issuer bid (the "**Choice NCIB**") over the facilities of the TSX, through alternative trading systems or by such other means as may be permitted under the applicable Law. During the year ended December 31, 2025, in connection with Choice's Unit-Settled Restricted Unit Plan, Choice acquired 282,657 Choice Units under the Choice NCIB through open market purchases on the TSX and alternative trading systems at a weighted average price of \$13.67/Choice Unit, which were then granted to certain employees and are subject to vesting conditions and disposition restrictions.

Limitations on Non-Resident Ownership of Choice Units

In order for Choice to maintain its status as a "mutual fund trust" under the Tax Act, it must not be established or maintained primarily for the benefit of non-resident persons. Accordingly, the Choice Declaration of Trust provides that at no time may any person who is not an individual (including a trust) or corporation who is a resident of Canada for purposes of the Tax Act, or a partnership that is a "Canadian partnership" for purposes of the Tax Act be the beneficial owners of more than 49% of the Choice Units on either a basic basis or fully diluted basis and Choice has informed its transfer agent and registrar of this restriction.

Nomination of Choice Trustees

The Choice Declaration of Trust includes certain advance notice provisions (the "**Choice Advance Notice Provision**"), which are intended to: (a) facilitate orderly and efficient annual general or, where the need arises, special meetings; (b) ensure that all Choice Voting Unitholders receive adequate notice of the Choice Trustee nominations and sufficient information with respect to all nominees; and (c) allow Choice Voting Unitholders to register an informed vote. Except as otherwise provided below with respect to Loblaw (and GWL, as described below), only persons who are nominated by Choice Voting Unitholders in accordance with the Choice Advance Notice Provision will be eligible for election as Choice Trustees. Nominations of persons for election to the Choice Board may be made for any annual meeting of Choice Voting Unitholders, or for any special meeting of Choice Voting Unitholders if one of the purposes for which the special meeting was called was the election of Choice Trustees: (x) by or at the direction of the Choice Trustees, including pursuant to a notice of meeting; (y) by or at the direction or request of one or more Choice Voting Unitholders pursuant to a requisition of the Choice Voting Unitholders made in accordance with the Choice Declaration of Trust; or (z) by any person (a "**Choice Nominating Unitholder**"): (i) 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 Choice's register as a holder of one or more Choice Voting Units carrying the right to vote at such meeting or who beneficially owns Choice Voting Units that are entitled to be voted at such meeting; and (ii) who complies with the notice procedures set forth in the Choice Advance Notice Provision.

In addition to any other applicable requirements, for a nomination to be made by a Choice Nominating Unitholder, the Choice Nominating Unitholder must have given timely notice thereof in proper written form to the Choice Trustees. To be timely, a Choice Nominating Unitholder's notice to the Choice Trustees must be made: (a) in the case of an annual meeting of Choice Voting Unitholders, not less than 30 days prior to the date of the annual meeting of Choice Voting Unitholders; provided, however, that in the event that the annual meeting of Choice Voting Unitholders is to be held on a date that is less than 50 days after the date (the "**Choice 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 Choice Nominating Unitholder may be made not later than the close of business on the 10th day following the Choice Notice Date; and (b) in the case of a special meeting (which is not also an annual meeting) of Choice Voting Unitholders called for the purpose of electing Choice Trustees (whether or not called for other purposes), not later than the close of business on the 15th day following the day that is the earlier of the date that a notice of meeting is filed for such meeting or the date on which the first public announcement of the date of the special meeting of Choice Voting Unitholders was made.

To be in proper written form, a Choice Nominating Unitholder's notice to the Choice Trustees must set forth: (a) as to each person whom the Choice Nominating Unitholder proposes to nominate for election as a Choice Trustee: (i) the name, age, business address and residential address of the person; (ii) the principal occupation or employment of the person; (iii) the class or series and number of Choice Units or Choice Special Voting Units which are controlled or which are owned beneficially or of record by the person as at the record date for the meeting of Choice Voting Unitholders (if such date shall then have been made publicly available and shall have occurred) and as at the date of such notice; and (iv) 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 Choice Trustees pursuant to applicable Securities Laws; and (b) as to the Choice Nominating Unitholder giving the notice, any proxy, contract, arrangement, understanding or relationship pursuant to which such Choice Nominating Unitholder has a right to vote any Choice Voting Units and any other information relating to such Choice Nominating Unitholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of Choice Trustees pursuant to applicable Securities Laws. Choice may require that any proposed nominee furnish such other information as may be required to be contained in a dissident's proxy circular or by applicable Law or regulation to determine the independence of the proposed nominee or his or her eligibility to serve as a trustee of Choice.

The chair 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 Choice Trustees may, in their sole discretion, waive any requirement in the Choice Advance Notice Provision.

The Choice Declaration of Trust also provides GWL, in the event that it and its affiliates' collective effective interest in Choice (on a fully-diluted basis) is less than 50%, with the exclusive right to nominate a number of Choice Trustees, proportionate to GWL's and its affiliates' collective ownership interest in Choice (on a fully-diluted basis), whether held directly or indirectly, rounded down to the nearest whole number, for election by Choice Voting Unitholders; provided that, so long as GWL and its affiliates own at least a 10% effective ownership interest in Choice (on a fully-diluted basis) in the aggregate, whether held directly or indirectly, GWL shall have the right to nominate not less than one Choice Trustee.

Redemption Right

A Choice Unitholder may at any time demand redemption of some or all of its Choice Units by delivering to Choice a duly completed and properly executed notice requiring redemption in a form satisfactory to the Choice Trustees, together with written instructions as to the number of Choice Units to be redeemed. Upon receipt of the redemption notice by Choice, all rights to and under the Choice Units tendered for redemption shall be surrendered and the holder thereof will be entitled to receive a price per Choice Unit (the "**Choice Redemption Price**") equal to the lesser of:

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

For purposes of this calculation, the market price of a Choice Unit as at a specified date (the "**Choice Market Price**") will be:

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

The closing market price of a Choice Unit for the purpose of the foregoing calculations (the "**Choice Closing Market Price**"), as at any date, will be:

- (a) an amount equal to the weighted average trading price of a Choice Unit on the principal exchange or market on which the Choice Units are listed or quoted for trading on the specified date if the principal exchange or market provides information necessary to compute a weighted average trading price of the Choice Units on the specified date;
- (b) an amount equal to the closing price of a Choice Unit on the principal market or exchange on the specified date if there was a trade on the specified date and the principal exchange or market provides only a closing price of the Choice Units on the specified date;
- (c) an amount equal to the simple average of the highest and lowest prices of the Choice Units on the principal market or exchange, if there was trading on the specified date and the principal exchange or market provides only the highest and lowest trading prices of the Choice Units on the specified date; or

- (d) the simple average of the last bid and last asking prices of the Choice Units on the principal market or exchange, if there was no trading on the specified date.

If the Choice Units are not listed or quoted for trading in a public market, the Choice Redemption Price will be the fair market value of the Choice Units, which will be determined by the Choice Trustees in their sole discretion. The aggregate Choice Redemption Price payable by Choice in respect of any Choice Units surrendered for redemption during any calendar month will be satisfied by way of a cash payment in Canadian dollars on or before the last day of the calendar month immediately following the month in which the Choice Units were tendered for redemption, provided that the entitlement of Choice Unitholders to receive cash upon the redemption of their Choice Units is subject to the limitations that: (a) the total amount payable by Choice in respect of such Choice Units and all other Choice Units tendered for redemption in the same calendar month must not exceed \$50,000 (the "**Monthly Limit**") (provided that such limitation may be waived at the discretion of the Choice Trustees in respect of all Choice Units tendered for redemption in such calendar month); (b) at the time such Choice Units are tendered for redemption, the outstanding Choice Units must be listed for trading on the TSX or traded or quoted on any other stock exchange or market which the Choice Trustees consider, in their sole discretion, provides representative fair market value prices for the Choice Units; and (c) the normal trading of Choice Units is not suspended or halted on any stock exchange on which the Choice Units are listed (or, if not listed on a stock exchange, in any market where the Choice Units are quoted for trading) on the Choice Redemption Date or for more than five trading days during the 10-day trading period commencing immediately after the Choice Redemption Date.

To the extent a Choice Unitholder is not entitled to receive cash upon the redemption of Choice Units as a result of the Monthly Limit, then the portion of the Choice Redemption Price per Choice Unit equal to the Monthly Limit divided by the number of Choice Units tendered for redemption in the month shall be paid and satisfied by way of a cash payment in Canadian dollars and the remainder of the Choice Redemption Price per Choice Unit shall be paid and satisfied by way of a distribution in specie to such Choice Unitholder of Choice Subsidiary Notes having a fair market value equal to the product of (a) the remainder of the Choice Redemption Price per Choice Unit of the Choice Units tendered for redemption; and (b) the number of Choice Units tendered by such Choice Unitholder for redemption. To the extent a Choice Unitholder is not entitled to receive cash upon the redemption of Choice Units as a result of the limitations described at (b) or (c) of the foregoing paragraph, then the Choice Redemption Price per Choice Unit shall be paid and satisfied by way of a distribution in specie of Choice Subsidiary Notes having a fair market value determined by the Choice Trustees equal to the product of (i) the Choice Redemption Price per Choice Unit of the Choice Units tendered for redemption; and (ii) the number of Choice Units tendered by such Choice Unitholder for redemption. No Choice Subsidiary Notes in integral multiples of less than \$100 will be distributed and, where Choice Subsidiary Notes to be received by a Choice Unitholder includes a multiple less than that number, the number of Choice Subsidiary Notes shall be rounded to the next lowest integral multiple of \$100 and the balance shall be paid in cash. The Choice Redemption Price payable as described in this paragraph in respect of Choice Units tendered for redemption during any month shall be paid by the transfer to or to the order of the Choice Unitholder who exercised the right of redemption, of the Choice Subsidiary Notes, if any, and the cash payment, if any, on or before the last day of the calendar month immediately following the month in which the Choice Units were tendered for redemption. Payments by Choice as described in this paragraph are conclusively deemed to have been made upon the mailing of certificates representing the Choice Subsidiary Notes, if any, and a cheque, if any, by registered mail in a postage prepaid envelope addressed to the former Choice Unitholder and/or any party having a security interest and, upon such payment, Choice shall be discharged from all liability to such former Choice Unitholder and any party having a security interest in respect of the Choice Units so redeemed. Choice shall be entitled to all accrued interest, paid or unpaid on the Choice Subsidiary Notes, if any, on or before the date of distribution in specie as described in the foregoing paragraph. Any issuance of Choice Subsidiary Notes will be subject to receipt of all necessary regulatory approvals, which Choice shall use reasonable commercial efforts to obtain forthwith.

It is anticipated that the redemption right described above will not be the primary mechanism for Choice Unitholders to dispose of their Choice Units. Choice Subsidiary Notes which may be distributed to Choice Unitholders in connection with a redemption will not be listed on any exchange, no market is expected to develop in Choice Subsidiary Notes and such securities may be subject to an indefinite "hold period" or other resale restrictions under applicable Securities Laws. Choice Subsidiary Notes so distributed may not be qualified investments for Choice Deferred Income Plans, depending upon the circumstances at the time.

Choice Properties Limited Partnership and Description of Class B LP Units

CPLP is a limited partnership formed under the Laws of the Province of Ontario and is governed by the Choice LPA. CPLP owns, operates and leases real estate assets and property and engages in all activities ancillary and incidental thereto. The general partner of CPLP is Choice Properties GP Inc., a corporation incorporated under the Laws of the Province of Ontario that is wholly-owned by Choice and the limited partners of CPLP are Choice (which owns all of the Class A LP Units of CPLP) and GWL (which owns all of the Class B LP Units of CPLP). The board of directors of the Choice General Partner consists of the same members as the Choice Board.

Class B LP Units

CPLP has outstanding Class A LP Units, all of which are held by Choice and Class B LP Units, all of which are held, either directly or indirectly, by GWL. The Choice General Partner has a general partner interest in CPLP. As at December 31, 2025, Class A LP Units represented approximately 45.3% of the limited partnership interest in CPLP, and the Class B LP Units represented approximately 54.7% of the limited partnership interest in CPLP.

The Class B LP Units are, in all material respects, economically equivalent to the Choice Units on a per Choice Unit basis. The Class B LP Units are exchangeable on a one-for-one basis for Choice Units at any time at the option of their holder, unless the exchange would jeopardize Choice's status as a "mutual fund trust" or "real estate investment trust" under the Tax Act or cause or create significant risk that Choice would be caused to be subject to tax under paragraph 122(1)(b) of the Tax Act and subject to satisfaction of conditions set out therein.

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

Operation

The business and affairs of CPLP are managed and controlled by the Choice General Partner which is bound by the investment guidelines and operating policies applicable to Choice. The Choice Limited Partners are not entitled to take part in the management or control of the business or affairs of CPLP. Except as provided below, CPLP reimburses the Choice General Partner for all direct costs and expenses incurred by the Choice General Partner in the performance of its duties as the general partner of CPLP.

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

Distributions

CPLP has, and will continue to, distribute to the Choice General Partner and to the holders of its Class A LP Units and Class B LP Units their respective portions of distributable cash as set out below.

Distributions will be made forthwith after the Choice General Partner determines the distributable cash of CPLP and determines the amount of all costs and expenses incurred by it in the performance of its duties under the Choice LPA as general partner (the "**CPLP Reimbursement Distribution Amount**"), which determination shall be made no later than the 10th day of each calendar month.

Distributable cash will represent, in general, all of CPLP's cash on hand that is derived from any source (other than amounts received in connection with the subscription for additional interests in CPLP) and that is determined by the Choice General Partner not to be required in connection with the business of CPLP. The distributable cash of CPLP will be distributed in the following order and priority: (a) the CPLP Reimbursement Distribution Amount to the Choice General Partner; (b) the Class A LP Preferred Distribution; (c) an amount to the Choice General Partner equal to

0.001% of the balance of the distributable cash of CPLP; and (d) an amount equal to the remaining balance of the distributable cash of CPLP to the holders of Class A LP Units and Class B LP Units in accordance with their pro rata entitlements as holders of Class A LP Units and Class B LP Units. Holders of Class B LP Units will be entitled to receive distributions on each such unit equal to the amount of the distribution declared by Choice on each Choice Unit. The record date and, subject to the following paragraph, the payment date for any distribution declared on the Class B LP Units will be the same as those for the Choice Units.

The holders of Class A LP Units and Class B LP Units may elect to defer receipt of the Choice Selected Amount until the first business day following the end of the fiscal year in which such distribution would otherwise have been made. In the event that such an election is made by a holder of Class A LP Units or Class B LP Units, such a holder will be loaned an amount from CPLP, on the date of such election, equal to the Choice Selected Amount. Each such loan will not bear interest and will be due and payable in full on the first business day following the end of the fiscal year during which the loan was made.

A holder of Class B LP Units has the right to elect to reinvest all distributions payable on its Class B LP Units on the same economic terms as participants in the Choice DRIP. A holder of Class B LP Units may reinvest such distributions in Class B LP Units, Choice Units or a combination thereof.

Trading in Choice Units

The Choice Units are listed for trading on the TSX under the symbol "CHP.UN".

The following table shows the monthly range of high and low prices per Choice Unit and total monthly volumes traded on the TSX for the 12-month period prior to the date of this Circular according to the TSX.

Period	High (\$)	Low (\$)	Avg. Daily Volume by Month (in Choice Units)	Total Volume by Month (in Choice Units)
2025				
May 2025	\$15.21	\$14.41	429,315	9,015,612
June 2025	\$15.13	\$14.46	489,310	10,275,511
July 2025	\$15.12	\$14.16	339,462	7,468,161
August 2025	\$14.74	\$14.09	320,659	6,413,178
September 2025	\$15.45	\$14.32	533,301	11,199,311
October 2025	\$15.21	\$14.27	425,252	9,355,551
November 2025	\$15.33	\$14.53	322,681	6,453,610
December 2025	\$15.23	\$14.47	327,826	6,884,354
2026				
January 2026	\$15.82	\$14.74	347,210	7,291,413
February 2026	\$16.08	\$15.20	401,554	7,629,530
March 2026	\$15.95	\$15.08	382,841	8,422,498
April 2026	\$16.51	\$14.95	698,596	14,670,520
May 1-20, 2026	\$15.68	\$15.00	656,015	8,528,191

Prior Sales

For the 12-month period prior to the date of this Circular, Choice has issued or granted Choice Units and securities convertible into Choice Units as listed in the table set forth below:

Date	Type of Security Issued	Reason for Issuance	Number of Securities Issued	Issuance / Exercise Price per Security
16-Dec-2025	Choice Units	Redemption of Choice Deferred Units	41,441	\$15.0982
2-Jul-2025	Choice Deferred Units	Quarterly grant in respect of director fees	27,045	\$14.7300
1-Oct-2025	Choice Deferred Units	Quarterly grant in respect of director fees	27,887	\$14.6394
2-Jan-2026	Choice Deferred Units	Quarterly grant in respect of director fees	27,598	\$14.7929
23-Apr-2026	Choice Deferred Units	Quarterly grant in respect of director fees	29,582	\$15.7189
16-Jun-2025	Choice Deferred Units	Reinvested monthly distribution	3,271	\$14.6578
15-Jul-2025	Choice Deferred Units	Reinvested monthly distribution	3,267	\$14.7397
15-Aug-2025	Choice Deferred Units	Reinvested monthly distribution	3,491	\$14.3486
15-Sep-2025	Choice Deferred Units	Reinvested monthly distribution	3,299	\$15.2522
15-Oct-2025	Choice Deferred Units	Reinvested monthly distribution	3,486	\$14.4974
17-Nov-2025	Choice Deferred Units	Reinvested monthly distribution	3,510	\$14.9723
15-Dec-2025	Choice Deferred Units	Reinvested monthly distribution	3,614	\$14.6031
15-Jan-2026	Choice Deferred Units	Reinvested monthly distribution	3,084	\$15.3276
17-Feb-2026	Choice Deferred Units	Reinvested monthly distribution	3,187	\$15.4533
16-Mar-2026	Choice Deferred Units	Reinvested monthly distribution	3,179	\$15.5569
15-Apr-2026	Choice Deferred Units	Reinvested monthly distribution	3,148	\$15.9825
15-May-2026	Choice Deferred Units	Reinvested monthly distribution	3,412	\$15.3670

Listing Application

The Choice Units are currently listed on the TSX under the symbol "CHP.UN". Application has been made for the listing on the TSX of the Choice Consideration Units to be issued in connection with the Arrangement, and it is a condition of closing that Choice shall have obtained conditional approval for such listing. Listing will be conditional on the satisfaction of certain standard conditions.

Legal Proceedings and Regulatory Actions

Legal Proceedings

Choice is potentially the subject of various legal proceedings and claims that arise in the ordinary course of business. The outcome of all these proceedings and claims is uncertain. Based on information currently available, any proceedings and claims, individually and in the aggregate, are not expected to have a material impact on Choice.

Regulatory Actions

Choice is not aware of any penalties or sanctions imposed by a court or securities regulatory authority or other regulatory body against Choice, nor has Choice entered into any settlement agreements before a court or with a securities regulatory authority.

Transfer Agent, Registrar and Indenture Trustee

The transfer agent and registrar for the Choice Units is TSX Trust Company at its principal office in Toronto, Ontario, and the indenture trustee for the Choice Debentures is Computershare Advantage Trust of Canada (formerly known as BNY Trust Company of Canada).

Auditors

Choice's auditors are PwC, who prepared the independent Auditors' Report to Choice Unitholders in respect of Choice's audited annual consolidated financial statements for the years ended December 31, 2025 and 2024. PwC has stated that it is independent with respect to Choice within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada, including the Chartered Professional Accountants of Ontario CPA Code of Professional Conduct, and any applicable legislation or regulations.

Choice Documents Incorporated by Reference

The following documents, filed by Choice with the applicable securities regulatory authorities in each of the provinces and territories of Canada, are specifically incorporated by reference into, and form an integral part of, this Circular:

- the annual information form of Choice dated February 18, 2026 for the year ended December 31, 2025;
- the audited consolidated financial statements of Choice as at and for the years ended December 31, 2025 and 2024, together with the report of the independent auditor firm thereon and the notes thereto;
- management's discussion and analysis of financial results of Choice for the year ended December 31, 2025;
- the unaudited condensed interim consolidated financial statements of Choice as at and for the three-month period ended March 31, 2026 together with the notes thereto;
- management's discussion and analysis of financial results of Choice for the three-month period ended March 31, 2026;
- the management information circular of Choice dated March 20, 2026, prepared in connection with Choice's annual general meeting held on April 30, 2026; and
- the material change report of Choice dated April 24, 2026;

each of which is available under Choice's SEDAR+ profile at www.sedarplus.ca. Upon request, Choice will promptly provide a copy of any such document free of charge to a securityholder of Choice.

Any documents of a type described in section 11.1 of Form 44-101F1 – *Short Form Prospectus*, including the types referred to above, any material change reports (excluding confidential reports), and business acquisition reports filed by Choice pursuant to the requirements of Securities Laws of any province of Canada, and any other disclosure document which Choice has filed pursuant to an undertaking to a securities regulatory authority of any province of Canada, in each case, after the date of this Circular and prior to the date of the Meeting, shall be deemed to be incorporated by reference into this Circular.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this Circular shall be deemed to be modified or superseded for the purposes of this Circular to the extent that a statement contained herein or in any other subsequently filed document which also is deemed to be incorporated by reference in this Circular modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document which it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not constitute a part of this Circular, except as so modified or superseded.

APPENDIX "I"

INFORMATION CONCERNING CHOICE POST-ARRANGEMENT

All capitalized terms used but not otherwise defined in this Appendix "J" have the meanings set out in the Glossary of Terms.

On completion of the Arrangement, Choice will acquire the Choice Acquisition Properties from the Choice Property Sellers pursuant to the Choice Purchase Agreement. Pursuant to the Plan of Arrangement, the Choice Consideration Units will be delivered to Unitholders and other securityholders of the REIT by the Purchaser as part of the Arrangement Consideration. In connection with the Arrangement, GWL (or one or more affiliates) intends to subscribe for additional equity interests in Choice or CPLP, as applicable, as determined by CPLP at or prior to the Effective Time, with the aggregate value of all such equity interests not to exceed \$0.6 billion (the "**GWL Equity Investment**"). The business of Choice following the Arrangement shall be that of Choice generally and as disclosed elsewhere in this Circular. The Choice Acquisition Properties will be managed and operated as part of Choice's existing portfolio of properties. Choice will also become successor obligor under the Debentures and assume and perform all of the liabilities and obligations under the Debentures outstanding as of the Effective Date.

The authorized unit capital of Choice following the completion of the Arrangement will continue to be the authorized capital of Choice as described in Appendix "H" to this Circular. The rights and restrictions attached to the Choice Units will remain unchanged. The issued and outstanding unit capital of Choice will change as a result of the Arrangement, to reflect the issuance of the Choice Consideration Units contemplated in the Arrangement (and any additional Choice Units, issued to GWL in connection with the GWL Equity Investment). Choice expects to issue 68,600,000 Choice Consideration Units, which the Purchaser will deliver to the Unitholders and other securityholders of the REIT as part of the Arrangement Consideration, or approximately 9.5% of the aggregate issued and outstanding Choice Units and Class B LP Units as at the day prior to the date of this Circular.

In connection with the GWL Equity Investment, GWL will subscribe for either 38,046,925 Choice Units or 38,046,925 Class B LP Units, representing approximately 5.3% of the aggregate issued and outstanding Choice Units and Class B LP Units as at the day prior to the date of this Circular. Accordingly, after giving effect to the Arrangement, it is expected that there will be an aggregate of approximately 830,457,722 Choice Units and Class B LP Units issued and outstanding, assuming no other issuances or exercises of convertible securities of Choice.

As of the day prior to the date of this Circular, GWL held, either directly or indirectly, an approximate 61.7% effective interest in Choice through its ownership of Choice Units, Choice Special Voting Units and Class B LP Units. Following the completion of the Arrangement and the GWL Equity Investment, GWL is expected to beneficially own, or control or direct, directly or indirectly, such number of Choice Units and Class B LP Units of CPLP, which together with the corresponding Choice Special Voting Units, will represent an approximate 58.0% effective interest in Choice.

Following completion of the Arrangement, the trustees and executive officers of Choice are expected to be comprised of the current Choice Trustees and executive officers of Choice.

The Choice Consideration Units issuable pursuant to the Arrangement are subject to approval for listing on the TSX, subject to certain standard conditions.

The auditors of Choice following completion of the Arrangement will continue to be PwC, the current auditors of Choice. The transfer agent and registrar for the Choice Units will continue to be TSX Trust Company at its principal office in Toronto, Ontario. The indenture trustee for the Debentures (following their assumption by Choice) will be Computershare Trust Company of Canada (formerly known as BNY Trust Company of Canada).

APPENDIX "K"
SECTION 190 OF THE CANADA BUSINESS CORPORATIONS ACT (AS MODIFIED) – DISSENT RIGHTS

190 (1) Right to dissent - Subject to sections 191 and 241, a holder of shares of any class of a corporation may dissent if the corporation is subject to an order under paragraph 192(4)(d) that affects the holder or if the corporation resolves to:

- (a) amend its articles under section 173 or 174 to add, change or remove any provisions restricting or constraining the issue, transfer or ownership of shares of that class;
- (b) amend its articles under section 173 to add, change or remove any restriction on the business or businesses that the corporation may carry on;
- (c) amalgamate otherwise than under section 184;
- (d) be continued under section 188;
- (e) sell, lease or exchange all or substantially all its property under subsection 189(3); or
- (f) carry out a going-private transaction or a squeeze-out transaction.

(2) Further right - A holder of shares of any class or series of shares entitled to vote under section 176 may dissent if the corporation resolves to amend its articles in a manner described in that section.

(2.1) If one class of shares - The right to dissent described in subsection (2) applies even if there is only one class of shares.

(3) Payment for shares - In addition to any other right the shareholder may have, but subject to subsection (26), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents or an order made under subsection 192(4) becomes effective, to be paid by the corporation the fair value of the shares in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted or the order was made.

(4) No partial dissent - A dissenting shareholder may only claim under this section with respect to all the shares of a class held on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

(5) Objection - A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting and of their right to dissent.

(6) Notice of resolution - The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (5) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn their objection.

(7) Demand for payment - A dissenting shareholder shall, within twenty days after receiving a notice under subsection (6) or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing:

- (a) the shareholder's name and address;
- (b) the number and class of shares in respect of which the shareholder dissents; and
- (c) a demand for payment of the fair value of such shares.

(8) **Share certificate** - A dissenting shareholder shall, within thirty days after sending a notice under subsection (7), send the certificates representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent.

(9) **Forfeiture** - A dissenting shareholder who fails to comply with subsection (8) has no right to make a claim under this section.

(10) **Endorsing certificate** - A corporation or its transfer agent shall endorse on any share certificate received under subsection (8) a notice that the holder is a dissenting shareholder under this section and shall forthwith return the share certificates to the dissenting shareholder.

(11) **Suspension of rights** - On sending a notice under subsection (7), a dissenting shareholder ceases to have any rights as a shareholder other than to be paid the fair value of their shares as determined under this section except where:

- (a) the shareholder withdraws that notice before the corporation makes an offer under subsection (12),
- (b) the corporation fails to make an offer in accordance with subsection (12) and the shareholder withdraws the notice, or
- (c) the directors revoke a resolution to amend the articles under subsection 173(2) or 174(5), terminate an amalgamation agreement under subsection 183(6) or an application for continuance under subsection 188(6), or abandon a sale, lease or exchange under subsection 189(9),

in which case the shareholder's rights are reinstated as of the date the notice was sent.

(12) **Offer to pay** - A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (7), send to each dissenting shareholder who has sent such notice:

- (a) a written offer to pay for their shares in an amount considered by the directors of the corporation to be the fair value, accompanied by a statement showing how the fair value was determined; or
- (b) if subsection (26) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares.

(13) **Same terms** - Every offer made under subsection (12) for shares of the same class or series shall be on the same terms.

(14) **Payment** - Subject to subsection (26), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (12) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made.

(15) **Corporation may apply to court** - Where a corporation fails to make an offer under subsection (12), or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as a court may allow, apply to a court to fix a fair value for the shares of any dissenting shareholder.

(16) **Shareholder application to court** - If a corporation fails to apply to a court under subsection (15), a dissenting shareholder may apply to a court for the same purpose within a further period of twenty days or within such further period as a court may allow.

(17) **Venue** - An application under subsection (15) or (16) shall be made to a court having jurisdiction in the place where the corporation has its registered office or in the province where the dissenting shareholder resides if the corporation carries on business in that province.

(18) **No security for costs** - A dissenting shareholder is not required to give security for costs in an application made under subsection (15) or (16).

(19) **Parties** - On an application to a court under subsection (15) or (16),

- (a) all dissenting shareholders whose shares have not been purchased by the corporation shall be joined as parties and are bound by the decision of the court; and
- (b) the corporation shall notify each affected dissenting shareholder of the date, place and consequences of the application and of their right to appear and be heard in person or by counsel.

(20) **Powers of court** - On an application to a court under subsection (15) or (16), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall then fix a fair value for the shares of all dissenting shareholders.

(21) **Appraisers** A court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders.

(22) **Final order** - The final order of a court shall be rendered against the corporation in favour of each dissenting shareholder and for the amount of the shares as fixed by the court.

(23) **Interest** - A court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment.

(24) **Notice that subsection (26) applies** - If subsection (26) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (22), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

(25) **Effect where subsection (26) applies** - If subsection (26) applies, a dissenting shareholder, by written notice delivered to the corporation within thirty days after receiving a notice under subsection (24), may:

- (a) withdraw their notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to their full rights as a shareholder; or
- (b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

(26) **Limitation** - A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that:

- (a) the corporation is or would after the payment be unable to pay its liabilities as they become due; or
- (b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities.

QUESTIONS MAY BE DIRECTED TO THE PROXY SOLICITATION AGENT

LAUREL HILL ADVISORY GROUP



North America Toll Free: 1-877-452-7184

Outside North America: 1-416-304-0211

Text Message: Text "INFO" to 416-304-0211 or 1-877-452-7184

Email: assistance@laurelhill.com