

AMENDED AND RESTATED PURCHASE AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT is made as of April 2, 2015

BETWEEN

SLATE RETAIL REIT, a trust constituted under the laws of the Province of Ontario (the “**Purchaser**”),

- and -

SLATE U.S. OPPORTUNITY (NO. 3) REALTY TRUST, a trust constituted under the laws of the Province of Ontario (the “**Vendor**”),

WHEREAS the Vendor desires to sell and the Purchaser desires to purchase the Purchased Assets upon and subject to the terms and conditions set out in this Agreement, such that following the Time of Closing the Purchaser will be the owner of all of the Purchased Assets;

AND WHEREAS the Vendor and the Purchaser entered into a purchase agreement in respect of the Transaction (as defined herein) on February 25, 2015;

AND WHEREAS on the date hereof, (i) the board of trustees of the Purchaser and an independent committee thereof, following receipt of an independent formal valuation in respect of the Purchased Assets as well as a fairness opinion, legal advice and the consideration of other relevant factors in respect of the Transaction, and (ii) the board of trustees of the Vendor and an independent committee thereof, following receipt of a fairness opinion, legal advice and the consideration of other relevant factors in respect of the Transaction, have in each case determined that it is in the best interests of the Purchaser and Vendor, respectively, to enter into this agreement and for the board of trustees to recommend that unitholders vote in favour of the Transaction in connection with the vote required pursuant to Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*;

AND WHEREAS the Vendor and the Purchaser wish to amend and restate the terms of the agreement in respect of the Transaction as set out herein;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

“Affiliate” means, with respect to any person, any other person that controls or is controlled by or is under common control with the referent person.

“Agreement” means this agreement, including its recitals and schedules, as amended from time to time.

“Applicable Law” means:

- (i) any applicable domestic or foreign law including any statute, subordinate legislation or treaty, and
- (ii) any applicable guideline, directive, rule, standard, requirement, policy, order, judgment, injunction, award or decree of a Governmental Authority having the force of law.

“Beneficial Owner” means a Subsidiary of the Vendor and, with respect to a Property, the beneficial owner of such Property.

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in Toronto, Ontario.

“Circulars” means: (i) the notice of meeting and management information circular of the Vendor to be furnished by the Vendor to its unitholders in connection with the special meeting of its unitholders to be called to seek approval of the Transaction, and (ii) the notice of meeting and management information circular of the Purchaser to be furnished by the Purchaser to its unitholders in connection with the special meeting of its unitholders to be called to seek approval of the Transaction.

“Claim” means any actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim or demand resulting therefrom or any other claim or demand of whatever nature or kind.

“Class B Consideration Units” means the 207,150 Consideration Units that are Class B Units, subject to adjustment pursuant to Section 2.06.

“Class B Units” means Class B limited partnership units of Slate Retail One L.P. or Slate Retail Two L.P., which are economically equivalent to the Class U Units, subject to certain adjustments, and redeemable for cash or Class U Units.

“Class I Unit” means one unit of beneficial interest in the Purchaser designated as a “class I unit”.

“Class U Consideration Units” means the 7,513,877 Consideration Units that are Class U Units, subject to adjustment pursuant to Section 2.06.

“Class U Units” means the units of beneficial interest in the Purchaser designated as “class U units”.

“Closing Date” means such date as may be agreed to in writing by the Vendor and the Purchaser.

“Consideration Units” means 7,513,877 Class U Units and 207,150 Class B Units, subject to adjustment pursuant to Section 2.06.

“CRA” means the Canada Revenue Agency.

“Election” has the meaning given to it in Section 4.03(6).

“Encumbrances” means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, reservation, easement, right of occupation, option, right of pre-emption, privilege or any matter capable of registration against title or any contract to create any of the foregoing.

“Environmental Laws” means all applicable federal, provincial, municipal and local laws, including without limitation but in each case only to the extent it has the full force of Applicable Law, all statutes, by-laws and regulations and all orders, notices, directives and decisions rendered by, and written policies, instructions, guidelines and similar guidance of any Governmental Authority (to the extent a Governmental Authority could issue a legally binding order to an owner of property to comply with such policies, instructions, guidelines and similar guidance), relating to the protection of the environment, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling clean-up with respect to any Hazardous Material.

“Estimated Working Capital” has the meaning given to it in Section 2.06(1).

“Excess Amount” has the meaning given to it in Section 2.06(2).

“Final Working Capital” has the meaning given to it in Section 2.06(2).

“Governmental Authority” means any local domestic or foreign legislative, executive, judicial or administrative body or person having or purporting to have jurisdiction in the relevant circumstances.

“GP” means Slate U.S. Opportunity (No. 3) Investment GP Inc.

“GP Shares” means all of the issued and outstanding shares of the GP which shares are, as of the date of this Agreement, held by SLAM.

“Hazardous Material” means any hazardous substances or any pollutant, contaminant, waste or residual material, toxic or dangerous waste, substance or material (including, without limitation, asbestos, polychlorinated biphenyls, mold, chlorinated solvents, petroleum hydrocarbons and hazardous and toxic chemicals), natural or man-made, substances declared to be hazardous or toxic under any Environmental Laws.

“Holding LP” means Slate U.S. Opportunity (No. 3) Holding L.P.

“Leases” means all offers to lease, agreements to lease, leases, rental agreements, renewal or amendments thereto, and other rights or licences granted by or on behalf of the Vendor, a Beneficial Owner or a Nominee to possess or occupy space within any building on a Property, in each case as amended, renewed or otherwise varied.

“LP” means Slate U.S. Opportunity (No. 3) Investment L.P.

“LP Notes” means the interest bearing promissory notes representing debt owing by the LP to the Vendor.

“LP Units” means all of the issued and outstanding limited partner units of the LP, being 10 limited partnership units, which units are currently held by the Vendor; provided, however, that **“LP Units”** does not include the 0.01% general partnership interest of the LP, which is, as of the date of this Agreement, held by the GP.

“MI 61-101” means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

“Nominee” means an entity Affiliated with the Vendor and, with respect to a Property, the registered owner of such Property holding the Property as bare trustee and nominee on behalf of a Beneficial Owner.

“Offering” means the bought deal financing of the Purchaser pursuant to a bid letter entered into between the Purchaser and a syndicate of underwriters on February 25, 2015, and which was completed on March 19, 2015, together with the concurrent private placement.

“Permitted Encumbrance” means, with respect to a Property, those instruments registered on title to such Property as at the Time of Closing and any ordinary course Encumbrances that do not individually or in the aggregate materially impair the use and operation of the Property affected thereby as presently used or operated.

“Pre-Closing Steps” means the transactions and steps contemplated by Section 4.01(3) hereof.

“Pre-Closing Vendor Distribution” means the distribution by the Vendor to its unitholders of all remaining cash held by the Vendor prior to the Time of Closing.

“Properties” means all of the assets of real property that are owned indirectly by the Vendor through Beneficial Owners and Nominees.

“Purchase Price” means \$80,839,152.69, subject to adjustment pursuant to Section 2.06.

“Purchased Assets” means the GP Shares, the LP Units, the LP Notes, the SRT Units and any and all of the other assets of the Vendor of every kind and description and wheresoever situate.

“Purchaser” has the meaning set out on page 1 of this Agreement.

“Purchaser’s Declaration of Trust” means the second amended and restated declaration of trust of the Purchaser dated as of April 15, 2014.

“Retained Vendor Unit” has the meaning set out in Section 2.07(a).

“Shortfall Amount” has the meaning given to it in Section 2.06(2).

“SLAM” means Slate Asset Management L.P.

“SRT Units” means the Class U Units of the Purchaser owned by the Vendor at the Time of Closing.

“Subsidiary” means, with respect to any person, a person which is controlled by such person.

“SUSO 3 GP Holders” means the holders of the SUSO 3 GP LP Interests.

“SUSO 3 GP LP Interests” means the limited partnership interests in Slate U.S. Opportunity (No. 3) Holding (GP) L.P.

“Tax Act” means the *Income Tax Act* (Canada).

“Tax Returns” means any and all returns, reports, declarations, elections, notices, schedules, forms, designations, filings, statements or other documents, whether in tangible, electronic, or other form, and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared or filed or required to be made, prepared or filed by Applicable Law, with any Governmental Authority in respect of Taxes;

“Taxes” means any local, foreign or domestic tax, duty, fee, royalty, levy, impost, assessment, deduction, withholding or other premiums, fees or charges of any kind whatsoever, including any interest, penalties, fines, instalments, additions to tax and all liabilities with respect thereto, in each case levied, imposed, charged, assessed, reassessed or collected from time to time by any Governmental Authority.

“Time of Closing” means such time on the Closing Date as may be agreed to in writing by the Vendor and the Purchaser.

“Transaction” means the purchase by the Purchaser and the sale by the Vendor of the Purchased Assets as contemplated under this Agreement together with the steps and transactions described at Section 2.07, all of which is to constitute a “qualifying exchange” within the meaning of section 132.2 of the Tax Act (and similar provincial Laws).

“Taxable Income” means income (including net realized taxable capital gains) determined in accordance with the Tax Act (read without reference to paragraph 82(1)(b) and subsection 104(6));

“Transfer Taxes” has the meaning set out in Section 4.03(3).

“Vendor” has the meaning set out on page 1 of this Agreement.

“Vendor’s Declaration of Trust” means the amended and restated declaration of trust of the Vendor made as of September 20, 2013.

“**Vendor Units**” means the units of beneficial interest in the Vendor designated as Class A Units, Class F Units, Class I Units and Class U Units.

“**Working Capital**” means, on a consolidated basis, (i) the current assets (excluding cash) of the Vendor on the Closing Date, less (b) the current liabilities of the Vendor on the Working Capital Date.

“**Working Capital Date**” means the date that is five Business Days prior to the Closing Date.

1.02 **Headings**

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement.

1.03 **Extended Meanings**

In this Agreement words importing the singular number include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and Governmental Authorities. The term “including” means “including without limiting the generality of the foregoing” and the term “third party” means any person other than the Vendor and the Purchaser.

1.04 **Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.05 **Accounting Principles**

Wherever in this Agreement reference is made to a calculation to be made or an action to be taken in accordance with generally accepted accounting principles, such reference will be deemed to be to the generally accepted accounting principles from time to time approved by CPA Canada, or any successor institute, applicable as at the date on which such calculation or action is made or taken or required to be made or taken.

1.06 **Currency**

All references to currency herein are to lawful money of the United States of America.

1.07 **Control**

- (1) For the purposes of this Agreement,
 - (a) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - (b) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity; and
 - (c) the general partner of a limited partnership controls the limited partnership.
- (2) A person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.
- (3) A person is deemed to control, within the meaning of Section 1.07(1)(a) or (b), an entity if the aggregate of
 - (a) any securities of the entity that are beneficially owned by that person, and
 - (b) any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in Section 1.07(3)(b) that beneficially own securities of the entity were one person, that person would control the entity.

ARTICLE 2 - SALE AND PURCHASE

2.01 **Assets to be Sold and Purchased**

Upon and subject to the terms and conditions hereof:

- (1) the Vendor will sell to the Purchaser and the Purchaser will purchase from the Vendor at the Time of Closing, all of the right, title, benefit and interest of the Vendor in and to the Purchased Assets; and
- (2) the Vendor will arrange for the sale by the SUSO GP Holders of the SUSO 3 GP LP Interests to affiliates of the Purchaser (as designated by the Purchaser acting reasonably) to be completed at times to be agreed upon by the parties acting reasonably and the parties agree to structure the acquisition of the SUSO 3 GP LP Interests on a tax deferred basis to the extent reasonably possible, including the making of relevant tax elections.

2.02 Purchase Price

The amount payable to the Vendor for the Purchased Assets and the amount payable by the Purchaser affiliates for the SUSO 3 GP LP Interests will be a sum equal to the Purchase Price that will be allocated amongst the Purchased Assets and the SUSO 3 GP LP Interests in accordance with Schedule 2.02 that will be agreed to between the Purchaser and the Vendor, each acting commercially reasonably, and delivered by the Purchaser to the Vendor two Business Days prior to the Closing Date.

2.03 Payment of Purchase Price

The Purchase Price will be satisfied by (i) the issuance to the Vendor, or as the Vendor may direct in writing, of the Class U Consideration Units, subject to adjustment in accordance with Section 2.06, (ii) the issuance to the SUSO 3 GP Holders, as the Vendor may direct in writing, of the Class B Consideration Units by the Purchaser affiliates, subject to adjustment in accordance with Section 2.06, and (iii) the assumption by the Purchaser of the contracts and commitments of the Vendor referred to in Section 2.04.

2.04 Obligations and Liabilities

(1) The Purchaser will assume, fulfil and perform the obligations and liabilities of the Vendor accruing after the Time of Closing under any guarantee entered into by the Vendor in respect of the debt of its Subsidiaries.

(2) Except as provided in Section 2.04 or elsewhere in this Agreement, or as otherwise agreed to between the parties, the Purchaser does not assume and will not be liable for any obligations or liabilities of the Vendor whatsoever including any taxes under the Tax Act or any other taxes whatsoever that may be or become payable by the Vendor including any income or corporation taxes resulting from or arising as a consequence of the sale by the Vendor to the Purchaser of the Purchased Assets hereunder.

2.05 Non-Assignable Contracts and Commitments

(1) The Vendor will use reasonable efforts (other than the payment of money or assumption of obligations) to obtain any third party consents or waivers necessary to permit the assignment to, and the assumption by, the Purchaser of all the contracts and other commitments to be assigned to and assumed by the Purchaser pursuant to this Agreement.

(2) Nothing in this Agreement will constitute an agreement to assign or attempted assignment of any contract or other commitment for which any requisite consent or waiver to the assignment thereof has not been obtained. To the extent permitted by Applicable Law, if any requisite consent or waiver has not been obtained on or prior to the Time of Closing, the applicable contract or other commitment will be held by the Vendor as agent for the benefit of the Purchaser and the Purchaser will perform the obligations of the Vendor thereunder and be entitled to receive all money becoming due and payable under and other benefits derived from the contract or commitment immediately after receipt by the Vendor.

2.06 **Working Capital**

(1) The Purchase Price has been determined on the basis that the Vendor will have a Working Capital deficit of \$844,469 (the “**Estimated Working Capital**”) on the Working Capital Date.

(2) The parties will in good faith agree upon the final Working Capital on the Working Capital Date (the “**Final Working Capital**”). If the Final Working Capital as so determined by the parties on the Working Capital Date exceeds the Estimated Working Capital (the “**Excess Amount**”), the Purchase Price will be increased by the Excess Amount and the number of Consideration Units to be issued to the Vendor will be increased by an amount equal to the Excess Amount divided by \$10.47. If the Final Working Capital as so determined by the parties on the Working Capital Date is less than the Estimated Working Capital (the “**Shortfall Amount**”), the Purchase Price will be decreased by the Shortfall Amount and the number of Consideration Units to be issued to the Vendor will be decreased by an amount equal to the Shortfall Amount divided by \$10.47.

2.07 **Transaction Steps**

On the Closing Date, and as part of the Transaction, the following steps will occur in sequence after the Time of Closing:

- (a) the Vendor will issue 1 Class I Unit (the “**Retained Vendor Unit**”) to the Purchaser for a subscription price equal to the net asset value of the Retained Vendor Unit, payable by the Purchaser in cash or cash equivalents; and
- (b) the Vendor will redeem all of its Vendor Units (excluding the Retained Vendor Unit) from the holders thereof in consideration for a redemption price that will be satisfied solely by the transfer by the Vendor of the Class U Consideration Units pro-rata to the holders of such Vendor Units (other than, for clarity, the Purchaser) in accordance with the terms of the Vendor’s Declaration of Trust (as amended),

and all of the foregoing will be completed in a manner that will facilitate the completion of the Transaction as a “qualifying exchange” within the meaning of section 132.2 of the Tax Act (and similar provincial Applicable Laws).

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.01 **Vendor’s Representations and Warranties**

The Vendor represents and warrants to the Purchaser that:

- (a) The Vendor has been constituted as a trust under the laws of the Province of Ontario and the Vendor’s Declaration of Trust and the Vendor has not been terminated.
- (b) The Vendor has the power to own its assets and to carry on its business and has made all necessary filings under all Applicable Laws.

- (c) The GP is a corporation duly incorporated, organized and subsisting under the laws of the Province of Ontario with the corporate power to own its assets and to carry on its business and has made all necessary filings under all Applicable Laws.
- (d) The LP is a limited partnership formed under the *Limited Partnerships Act* (Ontario) and has not been dissolved, and the LP has the power to own its assets and carry on its business and has made all necessary filings under all Applicable Laws.
- (e) The authorized capital of the GP consists of an unlimited number of common shares, of which 100 common shares have been validly issued and are outstanding as fully paid and non-assessable.
- (f) The authorized capital of the LP consists of an unlimited number of limited partnership units and an unlimited number of general partnership interests, of which 10 limited partnership units and a 0.01% general partnership interest have been validly issued and are outstanding as fully paid and non-assessable, as applicable.
- (g) The Vendor is the beneficial and registered owner of the LP Units, and the GP is the beneficial and registered owner of the 0.01% general partnership interest, free and clear of all liens, charges, encumbrances and any other rights of others.
- (h) As of the date hereof, SLAM is the beneficial and registered owner of the GP Shares free and clear of all liens, charges, encumbrances and any other rights of others, and as of the Time of Closing, the Vendor will be the beneficial and registered owner of the GP Shares free and clear of all liens, charges, encumbrances and any other rights of others.
- (i) Holding LP is a limited partnership formed under the laws of Delaware and has not been dissolved, and Holding LP has the power to own its assets and carry on its business and has made all necessary filings under all Applicable Laws.
- (j) The SUSO 3 GP Holders are the beneficial and registered owners of the SUSO 3 GP LP Interests free and clear of all liens, charges, encumbrances and any other rights of others.
- (k) The Vendor has the power, authority and right to enter into and deliver this Agreement and to transfer the legal and beneficial title and ownership (or in the case of the GP Shares, will at the Time of Closing have such rights) of the Purchased Assets to the Purchaser free and clear of all liens, charges, encumbrances and any other rights of others.
- (l) This Agreement constitutes a valid and legally binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court.

- (m) There is no contract, option or any other right of another binding upon or which at any time in the future may become binding upon:
 - (i) the Vendor to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the Purchased Assets other than pursuant to the provisions of this Agreement;
 - (ii) the GP to allot or issue any of the unissued shares of the GP or to create any additional class of shares;
 - (iii) the LP to allot or issue any of the unissued units of the LP or to create any additional class of units;
 - (iv) the GP to sell, transfer, assign, pledge, mortgage or in any other way dispose of or encumber any of the assets of the GP other than pursuant to the ordinary course of business of the GP; or
 - (v) the LP to sell, transfer, assign, pledge, mortgage or in any other way dispose of or encumber any of the assets of the LP other than pursuant to the ordinary course of business of the LP.
- (n) Neither the entering into nor the delivery of this Agreement nor the completion of the transactions contemplated hereby by the Vendor will result in the violation of:
 - (i) any of the provisions of the Vendor's Declaration of Trust, the constating documents or by-laws of the GP or the limited partnership agreement of the LP;
 - (ii) any agreement or other instrument to which the Vendor, the GP or the LP is a party or by which the Vendor, the GP or the LP is bound; or
 - (iii) any Applicable Law in respect of which the Vendor, the GP or the LP must comply.
- (o) The Vendor has, at all relevant times qualified, and will at the Time of Closing qualify and thereafter is expected to continue to qualify, as a "mutual fund trust" (as defined in the Tax Act).
- (p) The Vendor does not hold any "non-portfolio property" (as defined in the Tax Act) and, at all relevant times, the Vendor will not be a "SIFT trust" within the meaning of the Tax Act.
- (q) The LP does not hold any "non-portfolio property" (as defined in the Tax Act) and, at all relevant times, the LP will not be a "SIFT partnership" within the meaning of the Tax Act.
- (r) Except as would not result in a material adverse effect to the Vendor:

- (i) the Vendor and each Subsidiary has: (A) duly and timely filed, or caused to be filed, all material Tax Returns required to be filed by it prior to the date hereof, other than those which have been administratively waived, and all such Tax Returns are correct and complete in all material respects; (B) paid on a timely basis all Taxes due on or before the date hereof, other than Taxes which are being contested in good faith and for which adequate reserves have been set aside; (C) duly and timely collected or withheld, or caused to be withheld, all Taxes required by Applicable Law to be collected or withheld by it and duly and timely remitted, or caused to be remitted, to the appropriate Governmental Authority all such Taxes.
- (ii) No deficiencies, litigation, proposed adjustments or matters in controversy with respect to material Taxes of the Vendor or a Subsidiary exist or have been asserted which remain unresolved at the date hereof. There are no Encumbrances, other than Permitted Encumbrances, for Taxes upon any of the assets of the Vendor or a Subsidiary.
- (s) The Vendor has prepared and filed all documents required to be filed by it with applicable Governmental Authorities under applicable securities laws. All of the Vendor's public disclosure documents filed on the System for Electronic Document Analysis and Retrieval were, as of their respective dates, in compliance in all material respects with applicable securities laws and did not, as of their respective dates, contain a misrepresentation.
- (t) The Nominees have good and marketable registered title in fee simple to each of the Properties, free and clear of all Encumbrances and any other rights of others, except for Permitted Encumbrances. The Vendor, indirectly through a Beneficial Owner, is the sole beneficial owner of each of the Properties in fee simple and its indirect beneficial title is not subject to any Encumbrances to which a Nominee's registered title is not subject.
- (u) None of the Vendor, a Beneficial Owner nor a Nominee has entered into any agreement, option, understanding or commitment, or granted any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment with any Person (other than the Purchaser), for the purchase or other acquisition from it of any of the Properties.
- (v) To the Vendor's knowledge, there are no Claims commenced, in progress, or threatened, nor Claims outstanding by any Person (including without limitation any tenants under the Leases) against, related to or in respect of the Vendor, a Beneficial Owner or a Nominee which may materially adversely affect title to a Property or ownership thereof.
- (w) None of the Vendor, a Beneficial Owner nor a Nominee has received written notice of any contemplated, pending or, to the knowledge of the Vendor, threatened expropriation proceedings affecting a Property or any part thereof.

- (x) None of the Vendor, a Beneficial Owner nor a Nominee has received any written notification from any Governmental Authority, which remains in effect or open, that any material work, repairs, construction or capital expenditures are required to be made in respect of a Property including, without limitation, matters within the jurisdiction of the applicable fire and health departments (but expressly excluding any tenant's interest therein) or any part thereof as a condition of continued compliance with any Applicable Laws or any permit issued thereunder.
- (y) To the Vendor's knowledge: (i) the Properties and all operations at the Properties are in material compliance with Environmental Laws, (ii) there are no Hazardous Materials present in, on or under a Property except those used and stored in compliance with Environmental Laws, (iii) there are no underground storage tanks in or on a Property that are not compliant with all Environmental Laws, and (iv) none of the Vendor, a Beneficial Owner nor a Nominee has received any notice which remains outstanding of any violation of any Environmental Laws affecting the Properties or any operations therein.
- (z) To the Vendor's knowledge: (i) the tenant under each of the Leases is not in default of its obligations thereunder, and the landlord under each of the Leases is not in default of any of its obligations thereunder, and (ii) none of the tenants under the Leases have any presently enforceable rights or material claims for set off or abatement with respect to future rents.

3.02 **Purchaser's Representations and Warranties**

The Purchaser represents and warrants to the Vendor that:

- (a) The Purchaser has been constituted as a trust under the laws of the Province of Ontario and the Purchaser's Declaration of Trust and the Purchaser has not been terminated.
- (b) The Purchaser has good and sufficient power, authority and right to enter into and deliver this Agreement and to complete the transactions to be completed by the Purchaser contemplated hereunder.
- (c) This Agreement constitutes a valid and legally binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court.
- (d) Neither the entering into nor the delivery of this Agreement nor the completion of the transactions contemplated hereby by the Purchaser will result in a violation of:
 - (i) any of the provisions of the Purchaser's Declaration of Trust;
 - (ii) any agreement or other instrument to which the Purchaser is a party or by which the Purchaser is bound; or

- (iii) any Applicable Law in respect of which the Purchaser must comply.
- (e) The Purchaser has, at all relevant times qualified, and will at the Time of Closing qualify and thereafter is expected to continue to qualify, as a “mutual fund trust” (as defined in the Tax Act).
- (f) The Purchaser does not hold any "non-portfolio property" (as defined in the Tax Act) and, at all relevant times, Purchaser will not be a “SIFT trust” within the meaning of the Tax Act.
- (g) Except as would not result in a material adverse effect to the Purchaser:
 - (i) the Purchaser and each Subsidiary has: (A) duly and timely filed, or caused to be filed, all material Tax Returns required to be filed by it prior to the date hereof, other than those which have been administratively waived, and all such Tax Returns are correct and complete in all material respects; (B) paid on a timely basis all Taxes due on or before the date hereof, other than Taxes which are being contested in good faith and for which adequate reserves have been set aside; (C) duly and timely collected or withheld, or caused to be withheld, all Taxes required by Applicable Law to be collected or withheld by it and duly and timely remitted, or caused to be remitted, to the appropriate Governmental Authority all such Taxes.
 - (ii) No deficiencies, litigation, proposed adjustments or matters in controversy with respect to material Taxes of the Purchaser or a Subsidiary exist or have been asserted which remain unresolved at the date hereof. There are no Encumbrances, other than Permitted Encumbrances, for Taxes upon any of the assets of the Purchaser or a Subsidiary.
- (h) The Purchaser has prepared and filed all documents required to be filed by it with applicable Governmental Authorities under applicable securities laws. All of the Purchaser’s public disclosure documents filed on the System for Electronic Document Analysis and Retrieval were, as of their respective dates, in compliance in all material respects with applicable securities laws and did not, as of their respective dates, contain a misrepresentation.
- (i) The Consideration Units, when delivered pursuant to this Agreement, will have been duly and validly authorized and issued as fully-paid and non-assessable units in accordance with Applicable Law. The issuance of the Consideration Units is not subject to any pre-emptive right, right of first refusal or similar right. The issuance of the Consideration Units will be exempt from the registration and prospectus requirements of applicable securities laws, provided that any re-sales of the Consideration Units will remain subject to applicable securities laws.

ARTICLE 4 - COVENANTS

4.01 Covenants of the Vendor

(1) Except as otherwise contemplated by this Agreement or consented to in writing by the Purchaser, from the date of this Agreement until Closing, the Vendor will:

- (a) carry on its activities in the usual and ordinary course, consistent with past practice, and use commercially reasonable efforts to preserve intact in all material respects the Purchased Assets; and
- (b) promptly advise the Purchaser in writing of the occurrence of any facts that come to its attention which would cause any of the Vendor's representations and warranties herein contained to be untrue in any respect.

(2) Between the date hereof and the Time of Closing, the Vendor shall not, without the prior written consent of the Vendor, such consent not to be unreasonably withheld: (a) offer, sell or issue for sale (or agree to, or announce any intention to do so) any equity securities, financial instruments or any other securities convertible into, or exchangeable or exercisable for equity securities; (b) initiate or complete any recapitalization transactions or make any distributions to its unitholders outside of the ordinary course other than the Pre-Closing Vendor Distribution; or (c) participate in any loan financings.

(3) The following will occur in a manner, and at times, as agreed to by the Purchaser and the Vendor, each acting commercially reasonably:

- (a) Prior to the Closing Date:
 - (i) the Vendor will acquire the GP Shares from SLAM, such that immediately prior to the Time of Closing, the Vendor will have legal and beneficial ownership of all such GP Shares;
 - (ii) any Pre-Closing Vendor Distribution will be made to the Vendor's unitholders as a distribution of Vendor Taxable Income or capital in amounts to be determined by the Vendor;
 - (iii) the Vendor will determine its best estimate of its Taxable Income for the period commencing January 1, 2015 and deemed to end at the time contemplated by paragraph 132.2(3)(b) of the Tax Act (such amount to be reduced to take into account any deductions under subsection 104(6) of the Tax Act in respect of prior distributions (including a Pre-Closing Vendor Distribution) during that period and determined without regard to any income arising as a result of the sale of the Purchased Assets) and such amount will be allocated and made payable to the Vendor's unitholders through the issuance and delivery of Vendor Units of the appropriate class to such unitholders; and

- (iv) the Vendor will amend the Vendor's Declaration of Trust in a manner that will permit the redemption of the Vendor Units contemplated by Section 2.07(b) hereof and otherwise to facilitate the completion of the Transaction;
- (b) The Vendor will arrange for the transfer of the SUSO 3 GP LP Interests from the current holders thereof, free and clear of all liens, charges, encumbrances and any other rights of others, to the Purchaser or an affiliate thereof in consideration for the Class B Consideration Units;

and all of the foregoing will be completed in a manner that will facilitate the completion of the Transaction as a "qualifying exchange" within the meaning of section 132.2 of the Tax Act (and similar provincial Laws).

(4) The Vendor will use its commercially reasonable efforts to ensure that the representations and warranties of the Vendor set out in Section 3.01 over which the Vendor has reasonable control are true and correct at the Time of Closing and that the conditions of closing for the benefit of the Purchaser set out in Section 5.01 over which the Vendor has reasonable control have been performed or complied with by the Time of Closing.

4.02 Covenants of the Purchaser

(1) The Purchaser will use its commercially reasonable efforts to ensure that the representations and warranties of the Purchaser set out in Section 3.02 over which the Purchaser has reasonable control are true and correct at the Time of Closing and that the conditions of closing for the benefit of the Vendor set out in Section 5.02 over which the Purchaser has reasonable control have been performed or complied with by the Time of Closing.

(2) Between the date hereof and the Time of Closing, the Purchaser shall not, without the prior written consent of the Vendor, such consent not to be unreasonably withheld: (a) offer, sell or issue for sale (or agree to, or announce any intention to do so) any equity securities, financial instruments or any other securities convertible into, or exchangeable or exercisable for equity securities; (b) initiate or complete any recapitalization transactions or make any distributions to its unitholders outside of the ordinary course; or (c) participate in any loan financings.

4.03 Tax Matters

(1) The Purchaser and the Vendor acknowledge and confirm their mutual intent that the Transaction will be structured so as to constitute a "qualifying exchange" within the meaning of section 132.2 of the Tax Act (and similar provincial Applicable Laws), and the provisions of this Agreement will be construed in such a manner as is consistent with such tax treatment. Without limiting the generality of the foregoing, the Purchaser and the Vendor agree to elect jointly in respect of the Transaction in prescribed form pursuant to paragraph (c) of the definition "qualifying exchange" in section 132.2 of the Tax Act (and similar provincial Applicable Laws), and to designate in a notification accompanying such election in respect of each Purchased Asset transferred pursuant to the Transaction such amounts as determined jointly by the Purchaser and the Vendor, each acting reasonably (with a view to minimizing the tax payable by the Purchaser and the Vendor). It is intended that the transfer amounts will be elected such that the Vendor will realize

taxable gains on the transfer of the Purchased Assets only to the extent that it has losses or other deductions available to it to shelter such gains as determined by the respective tax advisors of the Purchaser and the Vendor, acting reasonably.

(2) The Vendor and the Purchaser will furnish or cause to be furnished to each other, each at its own expense, as promptly as practicable, such information and assistance, and provide additional information and explanations of any material provided, relating to the Purchased Assets as is reasonably necessary for the filing of any tax returns, for the preparation of any audit, and for the prosecution or defence of any Claim relating to any adjustment or proposed adjustment with respect to taxes. Each of the Vendor and Purchaser will cooperate in the preparation, execution, delivery and implementation of the documentation necessary to effect (a) the Pre-Closing Steps contemplated by Section 4.01(3) hereof and (b) the steps comprising the Transaction.

(3) The Purchaser will be liable for and will pay, or will cause to be paid, all local, foreign or domestic transfer, land transfer, value added, ad-valorem, excise, sales, use, consumption, goods or services, harmonized sales, retail sales, social services, or other similar taxes or duties (collectively, "**Transfer Taxes**") payable under any Applicable Law on or with respect to the sale and purchase of the Purchased Assets under this Agreement. The Purchaser will prepare and file (or will cause to be prepared and filed) any affidavits or returns required in connection with the foregoing at its own cost and expense. To the extent that any Transfer Taxes (including any interest or penalties thereon) are required to be paid by or are imposed upon the Vendor, the Purchaser will pay (or reimburse or will cause to be reimbursed) to the Vendor such Transfer Taxes within five Business Days of the date such Transfer Taxes are due (or are paid) by the Vendor. All amounts payable by the Purchaser to the Vendor hereunder do not include Transfer Taxes.

(4) Each of the Purchaser and the Vendor will be entitled to deduct and withhold from any payment made to any person pursuant to this Agreement or otherwise made pursuant to the Transaction, such amounts as the Purchaser or the Vendor, as the case may be, determines acting reasonably, are required or permitted pursuant to the Tax Act or other local, foreign or domestic Applicable Law to be deducted and withheld with respect to such payment under such law. To the extent that amounts are so withheld, such withheld amounts will be treated for all purposes of this Agreement and the Transaction as having been paid to such person as the remainder of the payment in respect of which such deduction and withholding was made.

(5) Subject to satisfaction of the conditions to closing in favour of the Vendor, the Vendor agrees that (a) the Vendor shall, and shall use its commercially reasonable efforts to cause each of its Subsidiaries to effect, such reorganizations of the Vendor's or its Subsidiaries' business, operations and assets or such other transactions as Purchaser may request, acting reasonably, or as may be mutually agreed between the Parties (each a "**Pre-Acquisition Reorganization**") and (b) the Vendor will co-operate with Purchaser and its advisors in order to determine the nature of the Pre-Acquisition Reorganizations that might be undertaken and the manner in which they might most effectively be undertaken; provided, however, that any such Pre-Acquisition Reorganizations are not, in the opinion of the Vendor, acting reasonably, prejudicial to the Vendor or the Vendor's unitholders in any material respect, including creating risk that the Transaction is not completed or any material delay in the Closing Date. If a Pre-Acquisition Reorganization is to be requested by Purchaser, Purchaser shall provide written notice to the Vendor of any proposed Pre-Acquisition Reorganization at least 5 Business Days prior to the Time of Closing. Upon receipt of such notice,

Purchaser and the Vendor shall work cooperatively and use commercially reasonable efforts to prepare prior to the Time of Closing all documentation necessary and do all such other acts and things as are necessary to give effect to such Pre-Acquisition Reorganization. Any such Pre-Acquisition Reorganization(s) will be excluded in evaluating whether the condition in Section 5.01(a) has been met and the Purchaser will indemnify the Vendor from the costs and expenses associated with any such Pre-Acquisition Reorganization.

(6) The Vendor covenants that it will maintain the election (the “**Election**”) by the Vendor to be treated as a corporation for U.S. federal tax purposes pursuant to the U.S. entity classification rules contained in U.S. Treasury Regulations section 301.7701-3, and that it will use its commercially reasonable efforts to cause any of its Subsidiaries that also have made the Election to maintain such Subsidiary’s Election.

ARTICLE 5 - CONDITIONS AND TERMINATION

5.01 Conditions for the Benefit of the Purchaser

The sale by the Vendor and the purchase by the Purchaser of the Purchased Assets is subject to the following conditions, which are for the exclusive benefit of the Purchaser and which are to be performed or complied with at or prior to the Time of Closing:

- (a) the representations and warranties of the Vendor set forth in Section 3.01 will be true and correct in all respects (and for this purpose all materiality qualifications in such representations and warranties will be disregarded at the Time of Closing with the same force and effect as if made at and as of such time), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not result or would not reasonably be expected to result in a material adverse effect with respect to the Vendor;
- (b) the Vendor will have performed or complied in all material respects with all of the obligations and covenants of this Agreement to be performed or complied with by the Vendor at or prior to the Time of Closing;
- (c) the Purchaser will be furnished with such certificates or other instruments (including instruments of conveyance with respect to the Purchased Assets) of the Vendor or of officers of the Vendor as the Purchaser or the Purchaser’s counsel may reasonably think necessary in order to establish that the obligations and covenants contained in this Agreement have been performed or complied with by the Vendor at or prior to the Time of Closing in all material respects and that the representations and warranties of the Vendor herein given are true and correct at the Time of Closing in all material respects;
- (d) the Purchaser will have obtained approval of the Transaction by its unitholders to the extent required pursuant to MI 61-101 and the rules of the Toronto Stock Exchange;
- (e) the Vendor will have obtained any approval by its unitholders of (i) the Transaction, to the extent required pursuant to MI 61-101 and the Vendor’s Declaration of Trust

and (ii) any other matters, including any amendments required to the Declaration of Trust, necessary to enable the Pre-Closing Steps;

- (f) the Vendor will be the registered and beneficial owner of the GP Shares;
- (g) there will have been obtained from all appropriate Governmental Authorities and other persons such approvals or consents (including from lenders) as are required to permit the transfer and change of ownership of the Purchased Assets contemplated hereby;
- (h) no action or proceeding in Canada will be pending or threatened by any person to enjoin, restrict or prohibit the sale and purchase of the Purchased Assets contemplated hereby;
- (i) the Purchaser will have been furnished with evidence satisfactory to it that the sale and purchase of the Purchased Assets is in compliance with the provisions of the *Bulk Sales Act* (Ontario);
- (j) all necessary steps and proceedings will have been taken to permit the Purchased Assets to be duly and regularly transferred to and registered in the name of the Purchaser including obtaining all consents to the assignments of contracts or other commitments;
- (k) the Vendor will have delivered to the Purchaser a certificate issued by the Ministry of Finance of Ontario pursuant to section 6 of the *Retail Sales Tax Act* (Ontario) which indicates that the Vendor has paid all taxes collectable or payable under the Act up to the Closing Date or has entered into an arrangement satisfactory to the said Minister for the payment of such taxes;
- (l) the form and legality of all matters incidental to the sale by the Vendor and the purchase by the Purchaser of the Purchased Assets will be subject to the approval of the Purchaser's counsel, acting reasonably;
- (m) the Pre-Closing Steps will have been completed;
- (n) at or prior to the Time of Closing, the Toronto Stock Exchange will have conditionally approved the listing and posting for trading of the Consideration Units;
- (o) it will have been provided with documents relating to, and evidence that, the various steps comprising the Transaction will be completed in a manner and at times acceptable to the Purchaser, acting reasonably; and
- (p) there will have been no material adverse change in respect of the Vendor that has occurred after the date hereof.

5.02 **Conditions for the Benefit of the Vendor**

The sale by the Vendor and the purchase by the Purchaser of the Purchased Assets is subject to the following conditions, which are for the exclusive benefit of the Vendor and which are to be performed or complied with at or prior to the Time of Closing:

- (a) the representations and warranties of the Purchaser set forth in Section 3.02 will be true and correct in all respects (and for this purpose all materiality qualifications in such representations and warranties will be disregarded at the Time of Closing with the same force and effect as if made at and as of such time), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not result or would not reasonably be expected to result in a material adverse effect with respect to the Purchaser;
- (b) the Purchaser will have performed or complied in all material respects with all of the obligations and covenants of this Agreement to be performed or complied with by the Purchaser at or prior to the Time of Closing;
- (c) the Vendor will be furnished with such certificates or other instruments of the Purchaser or of officers of the Purchaser as the Vendor or the Vendor's counsel may reasonably think necessary in order to establish that the obligations and covenants contained in this Agreement have been performed or complied with by the Purchaser at or prior to the Time of Closing have been performed or complied with in all material respects and that the representations and warranties of the Purchaser herein given are true and correct at the Time of Closing in all material respects;
- (d) the Purchaser will have obtained approval of the Transaction by its unitholders to the extent required pursuant to MI 61-101 and the rules of the Toronto Stock Exchange;
- (e) the Vendor will have obtained any approval by its unitholders of (i) the Transaction, to the extent required pursuant to MI 61-101 and the Vendor's Declaration of Trust and (ii) any other matters, including any amendments required to the Declaration of Trust, necessary to enable the Pre-Closing Steps;
- (f) at or prior to the Time of Closing, the Toronto Stock Exchange will have conditionally approved the listing and posting for trading of the Consideration Units;
- (g) there will have been obtained from all appropriate Governmental Authorities and other persons such approvals or consents (including from lenders) as are required to permit the change of ownership of the Purchased Assets contemplated hereby;
- (h) the form and legality of all matters incidental to the sale by the Vendor and the purchase by the Purchaser of the Purchased Assets will be subject to the approval of the Vendor's counsel acting reasonably;
- (i) the Pre-Closing Steps will have been completed;

- (j) it will have been provided with documents relating to, and evidence that, the various steps comprising the Transaction will be completed in a manner and at times acceptable to the Vendor, acting reasonably; and
- (k) there will have been no material adverse effect in respect of the Purchaser that has occurred after the date hereof.

5.03 **Waiver of Condition**

The Purchaser, in the case of a condition set out in Section 5.01, and the Vendor, in the case of a condition set out in Section 5.02, will have the exclusive right to waive the performance or compliance of such condition in whole or in part and on such terms as may be agreed upon without prejudice to any of its rights in the event of non-performance of or non-compliance with any other condition in whole or in part. Any such waiver will not constitute a waiver of any other conditions in favour of the waiving party. Such waiving party will retain the right to complete the purchase and sale of the Purchased Assets herein contemplated but will not have the right to sue the other party in respect of any breach of the other party's covenants, obligations or any inaccuracy or misrepresentation in a representation or warranty of the other party which gave rise to the non-performance of or non-compliance with the condition so waived.

5.04 **Public Disclosure**

(1) The Vendor and the Purchaser will cooperate in the preparation, filing and mailing of the Circulars upon timing to be mutually agreed, acting reasonably, and in this regard, the parties will make available to each other information for inclusion in the Circulars as may reasonably be requested by one party to another in connection with the Transaction and the obligations of the parties hereunder.

(2) Except as required by law, no public announcement or press release concerning the Transaction, including the sale and purchase of the Purchased Assets may be made by the Vendor or the Purchaser without the prior consent and joint approval of the Vendor and the Purchaser. Notwithstanding the foregoing or anything else contained herein or elsewhere, the consent of the Vendor or the Purchaser will not be required to: (i) make such public disclosure where such public disclosure is, in the good faith opinion of the Purchaser or the Vendor, as the case may be, on the basis of legal advice, required in order to comply with any Applicable Laws or the rules, orders or regulations of any stock exchange and then only after prior consultation with the other of the Vendor or the Purchaser and the disclosing party will give such other party as much prior notice as possible in that event; (ii) the Purchaser disclosing the general terms and conditions of this Agreement in a prospectus, annual information form, information circular, news release or other disclosure required pursuant to Canadian securities laws applicable to publicly traded entities subject to the reasonable and timely consent of the Vendor; and/or (iii) the filing of this Agreement by the Vendor and the Purchaser on the System for Electronic Document Analysis and Retrieval as a material contract of the Vendor and the Purchaser.

5.05 **Termination**

This Agreement may be terminated, by notice given prior to or at the completion of the sale and purchase of the Purchased Assets herein contemplated:

- (a) by the Vendor or the Purchaser if a material breach of any representation, warranty, covenant, obligation or other provision of this Agreement has been committed by the other party and such breach has not been waived or cured within 30 days following the date on which the non-breaching party notifies the other party of such breach;
- (b) by the Purchaser if any condition in Section 5.01 has not been satisfied as of the Time of Closing or if satisfaction of such a condition is or becomes impossible (other than through the failure of the Purchaser to comply with its obligations under this Agreement) and the Purchaser has not waived such condition on or before the Closing Date;
- (c) by the Vendor if any condition in Section 5.02 has not been satisfied as of the Time of Closing or if satisfaction of such a condition is or becomes impossible (other than through the failure of the Vendor to comply with its obligations under this Agreement) and the Vendor has not waived such condition on or before the Closing Date;
- (d) by written agreement of the Purchaser and the Vendor; or
- (e) by the Vendor or the Purchaser if the completion of the sale of Purchased Assets herein contemplated has not occurred (other than through the failure of the party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before July 31, 2015 or such later date as the parties may agree upon.

5.06 **Effect of Termination**

Each party's right of termination under Section 5.05 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 5.05, all obligations of the parties under this Agreement will terminate and neither party shall have any further recourse against the other, except that the obligations in Sections 6.02(1) and 7.04 will survive; provided, however, that if the conditions in Sections 5.01(e) and 5.02(e) have been satisfied and this Agreement is subsequently terminated by a party because of a material breach of a representation or warranty, covenant, obligation or other provision of this Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies with respect to such breach will survive such termination unimpaired.

ARTICLE 6 - CLOSING ARRANGEMENTS

6.01 **Closing**

(1) The sale and purchase of the Purchased Assets will be completed at the Time of Closing at the offices of McCarthy Tétrault LLP, Suite 5300, TD Bank Tower, Box 48, 66 Wellington Street West, Toronto, Ontario.

(2) At the Time of Closing, the Vendor will deliver to the Purchaser the Purchased Assets, including (a) share certificate(s) representing the GP Shares, (b) unit certificate(s) representing the LP Units, (c) any LP Notes and (d) confirmation of book-entry transfer of the SRT Units (in the case of clauses (a) and (b), such certificates to either be duly endorsed in blank for transfer or accompanied by duly executed forms of transfer) , and arrange for delivery of certificates representing the SUSO 3 GP LP Interests (such certificates to either be duly endorsed in blank for transfer or accompanied by duly executed forms of transfer), against delivery to the Vendor and the SUSO 3 GP Holders, as applicable, of the Consideration Units and the assumption by the Purchaser of the contracts and commitments of the Vendor referred to in Section 2.04.

6.02 Deliveries and Confidentiality

(1) Both prior to the Closing Date and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason, thereafter the Purchaser will not disclose to anyone or use for its own or for any purpose other than the purpose contemplated by this Agreement any confidential information concerning the Vendor or the Purchased Assets obtained by the Purchaser pursuant hereto, will hold all such information in the strictest confidence and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason, will return all documents, records and all other information or data relating to the Vendor or to the Purchased Assets which the Purchaser obtained pursuant to this Agreement.

(2) From and after the Closing Date the Vendor will not disclose to anyone or use for any purpose any confidential information concerning the Purchased Assets purchased by the Purchaser pursuant to this Agreement and will hold all such information in the strictest confidence.

ARTICLE 7 - GENERAL

7.01 Limitation on Liability

Each of the parties acknowledges the obligations of each party under this Agreement and that such obligations will not be personally binding upon any of the trustees of either party, as applicable, any registered or beneficial holder of trust units of either party or any beneficiary under a plan of which a holder of such units acts as a trustee or carrier, and that resort will not be had to, nor will recourse or satisfaction be sought from, by lawsuit or otherwise, any of the foregoing or the private property of any of the foregoing in respect of any indebtedness, obligation or liability of either party arising hereunder, and recourse for such indebtedness, obligations or liabilities of a party, as the case may be, will be limited to, and satisfied only out of, the assets of such party, as the case may be.

7.02 Further Assurances

Each of the Vendor and the Purchaser will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

7.03 **Time of the Essence**

Time is of the essence of this Agreement.

7.04 **Fees and Commissions**

Each of the Vendor and the Purchaser will pay its respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement and any other costs and expenses whatsoever and howsoever incurred and will indemnify and save harmless the other from and against any Claim for or Loss resulting from any broker's, finder's or placement fee or commission alleged to have been incurred as a result of any action by it in connection with the transactions under this Agreement.

7.05 **Benefit of the Agreement**

This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and permitted assigns of the parties.

7.06 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

7.07 **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

7.08 **Assignment**

This Agreement may not be assigned by the Vendor without the written consent of the Purchaser but may be assigned by the Purchaser without the consent of the Vendor to an Affiliate of the Purchaser provided that such Affiliate enters into a written agreement with the Vendor to be bound by the provisions of this Agreement in all respects and to the same extent as the Purchaser is bound and provided that the Purchaser will continue to be bound by all the obligations hereunder as if such assignment had not occurred and perform such obligations to the extent that such Affiliate fails to do so.

7.09 **Notices**

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery or by electronic means of

communication addressed to the recipient at such street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

7.10 **Remedies Cumulative**

The right and remedies of the parties under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

7.11 **Governing Law**

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

7.12 **Attornment**

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The Vendor and the Purchaser each attorns to the jurisdiction of the courts of the Province of Ontario.

7.13 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

7.14 **Electronic Execution**

Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement.

SLATE RETAIL REIT

Per: "Brady Welch"
Name: Brady Welch
Title: Authorized Signing Officer

**SLATE U.S. OPPORTUNITY (NO. 3)
REALTY TRUST**

Per: "Ramsey Ali"
Name: Ramsey Ali
Title: Authorized Signing Authority