*This short form prospectus constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities. These securities have not been, and will not be, registered under the United States Securities Act of 1933 (the "**U.S. Securities Act**"), as amended, or any state securities laws and subject to certain exceptions, may not be offered or sold in the United States or to U.S. persons.*

Information has been incorporated by reference in this short form prospectus from documents filed with securities commissions or similar authorities in Canada. *Copies of the documents incorporated herein by reference may be obtained on request without charge from the Corporate Secretary of NorthWest International Healthcare Properties Real Estate Investment Trust at its head offices located at 284 King Street East, Toronto, Ontario, M5A 1K4, Attention: Corporate Secretary (telephone: 416-366-2000), and are also available electronically at www.sedar.com ("**SEDAR**").*

SHORT FORM PROSPECTUS

New Issue December 7, 2012

NORTHWEST INTERNATIONAL HEALTHCARE PROPERTIES REAL ESTATE INVESTMENT TRUST

$25,000,000
12,500,000 Units

This short form prospectus qualifies the distribution (the "**Offering**") of 12,500,000 trust units (the "**Offered Units**") of NorthWest International Healthcare Properties Real Estate Investment Trust (the "**REIT**") at a price of $2.00 per Offered Unit (the "**Offering Price**"). The Offering is being made pursuant to an underwriting agreement dated December 7, 2012 (the "**Underwriting Agreement**") among the REIT and GMP Securities L.P., National Bank Financial Inc., Scotia Capital Inc., Canaccord Genuity Corp., Desjardins Securities Inc. and Macquarie Capital Markets Canada Ltd. (collectively, the "**Underwriters**"). The Offering Price was determined by negotiation among the REIT and the Underwriters. The units of the REIT (the "**Units**") are listed and posted for trading on the TSX Venture Exchange (the "**TSXV**") under the symbol "MOB.UN". The TSXV has conditionally approved the listing of the Offered Units on the TSXV. Listing is subject to the REIT fulfilling all the requirements of the TSXV. The closing price of the Units on the TSXV on November 25, 2012, the last trading day prior to the announcement of the Offering, was $2.10. The REIT is an unincorporated, open-ended real estate investment trust established under, and governed by, the laws of the Province of Ontario pursuant to an amended and restated declaration of trust dated November 16, 2012 (the "**Declaration of Trust**"). The REIT's principal office is located at 284 King Street East, Toronto, Ontario.

Price: $2.00 per Offered Unit

	Price to the Public(1)	Underwriters' Fee(2)	Net Proceeds to the REIT(2)(3)
Per Offered Unit	$2.00	$0.12	$1.88
Total Offering(4)	$25,000,000	$1,500,000	$23,500,000

Notes:

(1) The Offering Price of the Offered Units was determined by negotiation among the REIT and the Underwriters.

(2) In consideration of the services rendered by the Underwriters in connection with the Offering, the Underwriters will receive an aggregate fee of $1,500,000, representing 6% of the gross proceeds from the Offering, provided, however, that the commission payable by the REIT will be reduced to 1% (to a maximum aggregate amount of $10,000,000) on sales made to no more than three persons known to the REIT and identified to the Underwriters prior to signing the Underwriting Agreement (the "**President's List**"). See "Plan of Distribution".

(3) Before deducting expenses of the Offering estimated at $750,000, which, together with the Underwriters' fee, will be paid from the proceeds of the Offering.

(4) The REIT has granted to the Underwriters an option (the "**Over-Allotment Option**"), exercisable in whole or in part and at any time up to 30 days after the closing of the Offering (the "**Closing**") to purchase up to an additional 1,875,000 Units on the same terms as set forth above solely to cover over-allotments, if any, and for market stabilization purposes. If the Over-Allotment Option is exercised in full and assuming no sales are made to the President's List, the total price to the public, the Underwriters' fee and net proceeds to the REIT will be $28,750,000, $1,725,000 and $27,025,000, respectively. This prospectus qualifies the distribution of the Over-Allotment Option and the Units issuable on the exercise thereof. A purchaser who acquires Units forming part of the Underwriters' over-allocation position acquires those Units under this prospectus, regardless of whether the over-allocation position is ultimately filled through the exercise of the Over-Allotment Option or secondary market purchases. See "Plan of Distribution".

Underwriters’ Position	Maximum Size or Number of Securities Available	Exercise Period	Exercise Price
Over-Allotment Option	Option to purchase up to 1,875,000 Units	At any time up to 30 days after Closing	$2.00 per Unit

The Underwriters, as principals, conditionally offer the Offered Units, subject to the prior sale, if, as and when issued, sold and delivered by the REIT and accepted by the Underwriters in accordance with the conditions of the Underwriting Agreement referred to under “Plan of Distribution” and subject to the approval of certain legal matters on behalf of the REIT by Goodmans LLP and on behalf of the Underwriters by Bennett Jones LLP.

Subscriptions will be received subject to rejection or allotment in whole or in part, and the right is reserved to close the subscription books at any time without notice. The Closing is expected to occur on or about December 14, 2012 (the “**Closing Date**”) or such later date as the REIT and the Underwriters agree, but in any event no later than December 21, 2012. Registrations and transfers of Units will be effected only through the book-based system administered by CDS Clearing and Depository Services Inc. (“**CDS**”). Beneficial owners of Units will not, except in certain limited circumstances, be entitled to receive physical certificates evidencing their ownership of Units.

Subject to applicable laws, the Underwriters may, in connection with the Offering, effect transactions that stabilize or maintain the market price of the Units at levels other than those that might otherwise prevail on the open market. Such transactions, if commenced, may be discontinued at any time. **The Underwriters may offer the Offered Units at prices lower than that stated above. See “Plan of Distribution”.**

The REIT is not a trust company or registered under applicable legislation governing trust companies and does not carry on or intend to carry on the business of a trust company. The REIT currently qualifies as a mutual fund trust for the purposes of the *Income Tax Act* (Canada) (the “**Tax Act**”) and offers and sells its Units to the public. Units are not “deposits” within the meaning of the *Canada Deposit Insurance Corporation Act* (Canada) and are not insured under the provisions of that statute or any other legislation.

An investment in the Units is subject to a number of risks that should be carefully considered by a prospective investor. Prospective investors should carefully review the risk factors referred to under “Risk Factors” before purchasing Offered Units. It is important for investors to consider the particular risk factors that may affect the industry in which they are investing, and therefore the stability of the distributions paid by the REIT. The section entitled “Risk Factors” herein and the section entitled “Risks Factors” starting on page 68 of the REIT’s management information circular dated October 5, 2012, mailed to unitholders of the REIT in connection with the REIT’s annual and special meeting that was held on October 30, 2012 (the “**Management Information Circular**”), incorporated by reference herein, also describe the REIT’s assessment of those risk factors, as well as the potential consequences to an investor if a risk should materialize.

A return on an investment in Units is not comparable to the return on an investment in a fixed income security. The recovery of an initial investment in Units is at risk and the anticipated return on such investment is based on many performance assumptions. **Although the REIT intends to make distributions of its available cash to unitholders of the REIT, these cash distributions may be reduced or suspended.** The ability of the REIT to make distributions and the actual amount distributed will depend on numerous factors, including the financial performance of the subsidiaries of the REIT, debt obligations, contractual obligations, working capital requirements, future capital requirements and risks associated with the REIT’s business which include the ability of the REIT to complete acquisitions consistent with its business plan, having sufficient access to capital and on terms favourable to the REIT and other such risks as set out under the heading “Risk Factors” in the Management Information Circular. In addition, the market value of the Units may decline if the REIT’s cash distributions decline in the future, and that decline may be material. See “Risk Factors”.

Macquarie Capital Markets Canada Ltd. is a party to the Vital SLA (as defined herein). Consequently, the REIT may be considered a “connected issuer” of Macquarie Capital Markets Canada Ltd. under applicable Canadian securities laws. See “Assets of the REIT – New Zealand Vital Trust – The Vital SLA” and “Plan of Distribution”.

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Prospective investors should rely only on the information contained or incorporated by reference in this short form prospectus. The REIT has not, and the Underwriters have not, authorized anyone to provide additional or different information. If an investor is provided with different or inconsistent information, he or she should not rely on it. The REIT is not, and the Underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. The information contained in this short form prospectus (including the documents incorporated by reference herein) is accurate only as of the date of this short form prospectus (or the date of the document incorporated by reference herein, as applicable), regardless of the time of delivery of this short form prospectus or any sale of the Offered Units. Certain information contained in this short form prospectus concerning entities other than the REIT or its subsidiaries has been derived from publicly-available sources.

DOCUMENTS INCORPORATED BY REFERENCE

Information has been incorporated by reference in this short form prospectus from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from the REIT at 284 King Street East, Toronto, Ontario, M5A 1K4, Attention: Corporate Secretary (telephone: 416-366-2000). In addition, copies of the documents incorporated by reference herein may be obtained from the securities commissions or similar authorities in the provinces of Canada electronically on SEDAR, at www.sedar.com.

The following documents or portions of documents, filed with the securities commissions or similar authorities in the provinces of Canada, are specifically incorporated by reference into and form an integral part of this short form prospectus:

(a) material change report of the REIT dated November 26, 2012 filed in connection with the acquisition by the REIT of certain international assets from NorthWest Value Partners Inc. ("**NWVP**");

(b) material change report of the REIT dated October 23, 2012 filed in connection with the execution of a definitive agreement with NWVP pursuant to which the REIT would acquire certain international assets of NWVP;

(c) the Management Information Circular, other than Schedule "M" to the Management Information Circular;

(d) material change report of the REIT dated September 28, 2012 filed in connection with the resignation of the REIT's Chief Financial Officer and subsequent appointment of the REIT's interim Chief Financial Officer;

(e) the annual information form of the REIT dated August 14, 2012 (the "**Annual Information Form**");

(f) the unaudited condensed consolidated financial statements of the REIT for the three and nine months ended September 30, 2012, together with the notes thereto;

(g) management's discussion and analysis of financial condition and results of operations of the REIT for the three and nine months ended September 30, 2012;

(h) material change report of the REIT dated June 5, 2012 filed in connection with the take-up of Units by NWVP pursuant to the NWVP Offer (as described below);

(i) material change report of the REIT dated April 25, 2012 filed in connection with the REIT's entering into a support agreement with NWVP pursuant to the NWVP Offer;

(j) the audited annual financial statements of the REIT for the years ended December 31, 2011 and 2010, together with the notes thereto;

(k) management's discussion and analysis of financial condition and results of operations of the REIT for the years ended December 31, 2011 and 2010 (the "**MD&A**"); and

(l) material change report of the REIT dated January 11, 2012 filed in connection with the REIT's acquisition of three medical office buildings located in Lindsay, St. Thomas and Hamilton, Ontario.

Any documents of the type described in Section 11.1 of Form 44-101F1 – *Short Form Prospectus Distributions* which are filed by the REIT with the securities commissions or similar authorities in the provinces of Canada subsequent to the date of this short form prospectus and prior to the termination of this distribution shall be deemed to be incorporated by reference in this short form prospectus.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this short form prospectus 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 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 was required to be stated or that was 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 be deemed, except as so modified or superseded, to constitute a part of this short form prospectus.

MEANING OF CERTAIN REFERENCES

In this prospectus, references to the "**REIT**" refers to NorthWest International Healthcare Properties Real Estate Investment Trust (formerly GT Canada Medical Properties Real Estate Investment Trust); "**Units**" means trust units of the REIT; "**Special Voting Units**" means special voting units of the REIT; and "**Unitholders**" means holders of Units.

NOTICE CONCERNING FORWARD–LOOKING STATEMENTS

This prospectus contains forward-looking statements. These statements generally can be identified by the use of words such as "plans", "expects" or "does not expect", "is expected", "estimates", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or state that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the REIT to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Examples of such statements include: (a) the intention to grow the business and operations of the REIT; and (b) the intention to distribute available cash to securityholders. Such forward-looking statements are qualified in their entirety by the inherent risks and uncertainties surrounding future expectations, including that the transactions contemplated herein are completed. Forward-looking statements are based on a number of assumptions which may prove to be incorrect, including, but not limited to: economic and market factors specific to the healthcare real estate industry, general economic and market factors, local real estate conditions, competition, changes in government regulation, interest rates, the availability of equity and debt financing, environmental and tax related matters, reliance on key personnel and the REIT's relationship with NWVP. While the REIT anticipates that subsequent events and developments may cause its views to change, the REIT specifically disclaims any obligation to update these forward-looking statements. These forward-looking statements should not be relied upon as representing the REIT's views as of any date subsequent to the date of this prospectus. Although the REIT has attempted to identify important factors that could cause actual actions, events or results to differ materially from those described in forward-looking statements, 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 forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking statements. The factors identified above are not intended to represent a complete list of the factors that could affect the REIT. Additional factors are noted under "Risk Factors" in this prospectus.

NOTICE REGARDING INFORMATION CONCERNING OTHER PUBLIC ENTITIES

The information concerning NorthWest Healthcare Properties Real Estate Investment Trust ("**NWHP REIT**") and Vital Healthcare Property Trust ("**Vital Trust**") contained in this prospectus has been taken from, or is based upon, publicly available documents and records on file with the Canadian Securities Administrators and other regulatory bodies.

MARKET AND INDUSTRY DATA

This prospectus includes market and industry data and forecasts that were obtained from third-party sources, industry publications and publicly available information. Third-party sources generally state that the information contained therein has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of included information.

Although the third-party sources believe it to be reliable, the REIT has not independently verified any of the data from third-party sources referred to in this prospectus, or analyzed or verified the underlying studies or surveys relied upon or referred to by such sources, or ascertained the underlying economic assumptions relied upon by such sources.

ELIGIBILITY FOR INVESTMENT

In the opinion of Goodmans LLP, counsel to the REIT, and Bennett Jones LLP, counsel to the Underwriters, provided that the REIT qualifies as a "mutual fund trust" under the Tax Act at the date of closing or the Units are on that date listed on a designated stock exchange (which currently includes the TSXV), then on that date the Units will be qualified investments for trusts governed by registered retirement savings plans ("**RRSP**"), registered retirement income funds ("**RRIF**"), registered disability savings plans, deferred profit sharing plans, registered education savings plans and tax-free savings accounts ("**TFSA**"), each as defined in the Tax Act (collectively "**Exempt Plans**").

Notwithstanding the foregoing, if the Units are a ''prohibited investment'' (as defined in the Tax Act) for a trust governed by a TFSA, RRSP or RRIF, the holder or annuitant thereof will be subject to a penalty tax as set out in the Tax Act. The Units will not be a prohibited investment for a TFSA, RRSP or RRIF provided the holder or annuitant of such Exempt Plan, as the case may be, deals at arm's length with the REIT, for purposes of the Tax Act, and does not have a significant interest in the REIT or a corporation, partnership or trust with which the REIT does not deal at arm's length. Generally, a holder or annuitant will have a significant interest in the REIT if the holder or annuitant and/or persons not dealing at arm's length with the holder or annuitant own, directly or indirectly, 10% or more of the fair market value of the Units. The Department of Finance (Canada) recently indicated that it would recommend amendments to the Tax Act that would narrow the scope of the prohibited investment rules. However, no draft legislation has been released as of the date hereof. Prospective purchasers who intend to hold Units in a TFSA, RRSP or RRIF are advised to consult their personal tax advisors.

NON-IFRS MEASURES

Funds from operations ("**FFO**"), adjusted funds from operations ("**AFFO**") and net operating income ("**NOI**") are not measures recognized under International Financial Reporting Standards ("**IFRS**") and do not have standardized meanings prescribed by IFRS. FFO, AFFO and NOI are supplemental measures of a real estate investment trust's performance and the REIT believes that FFO, AFFO and NOI are relevant measures of its ability to earn and distribute cash returns to Unitholders. The IFRS measurement most directly comparable to FFO, AFFO and NOI is net income. A reconciliation of NOI, FFO and AFFO to net income is presented in the REIT's MD&A, as filed on SEDAR at www.sedar.com, incorporated by reference herein.

"FFO" is defined as net income (computed in accordance with IFRS), excluding: (i) fair value adjustments on investment properties; (ii) gains (or losses) from sales of investment properties; (iii) amortization of tenant incentives; (iv) fair value adjustments and other effects of redeemable units classified as liabilities; (v) acquisition costs expensed as a result of the purchase of a property being accounted for as a business combination; and (vi) deferred income tax expense, after adjustments for equity accounted entities, joint ventures and non-controlling interests calculated to reflect FFO on the same basis as consolidated properties.

"AFFO" is defined as FFO, subject to certain adjustments, including: (i) amortization of fair value mark-to-market adjustments on mortgages acquired, amortization of deferred financing and leasing costs, and compensation expense related to deferred unit incentive plans, (ii) adjusting for differences, if any, resulting from recognizing property revenues on a straight line basis as opposed to contractual rental amounts, and (iii) deducting reserves for tenant inducements, leasing costs, financing costs and sustaining capital expenditures, as determined by the REIT. Other adjustments may be made to AFFO as determined by the trustees of the REIT (the "**Trustees**") in their discretion.

"NOI" is defined as income from properties after operating expenses have been deducted, computed in accordance with IFRS, but before deducting interest expense, depreciation and amortization expense, general and administrative expenses, income taxes, leasehold improvement and leasing costs, and unrecoverable capital costs.

FFO, AFFO and NOI should not be construed as alternatives to net income determined in accordance with IFRS as an indicator of the REIT's performance. The REIT's method of calculating FFO, AFFO and NOI may differ from other issuers' methods and accordingly may not be comparable to measures used by other issuers.

EXCHANGE RATE INFORMATION

We disclose certain financial information contained in this short form prospectus in Euros. The following table sets forth, for the periods indicated, the high, low, average and period-end noon spot rates of exchange for €1, expressed in Canadian dollars, published by the Bank of Canada.

	Six months ended June		Year ended December 31		
	2012	**2011**	**2011**	**2010**	**2009**
	C$	C$	C$	C$	C$
Highest rate during the period	1.3446	1.4305	1.4305	1.5067	1.6920
Lowest rate during the period	1.2763	1.2847	1.2847	1.2478	1.4936
Average rate for the period(1)	1.3045	1.3714	1.3765	1.3661	1.5855
Rate at the end of the period	1.2910	1.4005	1.3193	1.3319	1.5000

1. Determined by averaging the noon rate on each business day during the respective period.

We also disclose certain financial information contained in this short form prospectus in Reais. The following table sets forth, for the periods indicated, the high, low, average and period-end noon spot rates of exchange for R$1, expressed in Canadian dollars, published by the Bank of Canada.

	Six months ended June		Year ended December 31		
	2012	**2011**	**2011**	**2010**	**2009**
	C$	C$	C$	C$	C$
Highest rate during the period	0.5856	0.6217	0.6217	0.6115	0.6241
Lowest rate during the period	0.4933	0.5850	0.5438	0.5634	0.5206
Average rate for the period(1)	0.5415	0.5992	0.5920	0.5853	0.5738
Rate at the end of the period	0.5042	0.6181	0.5458	0.5993	0.6003

1. Determined by averaging the noon rate on each business day during the respective period.

We also disclose certain financial information contained in this short form prospectus in New Zealand Dollars. The following table sets forth, for the periods indicated, the high, low, average and period-end noon spot rates of exchange for NZ$1, expressed in Canadian dollars, published by the Bank of Canada.

	Six months ended June		Year ended December 31		
	2012	**2011**	**2011**	**2010**	**2009**
	C$	C$	C$	C$	C$
Highest rate during the period	0.8389	0.8072	0.8370	0.7964	0.7957
Lowest rate during the period	0.7673	0.7124	0.7124	0.6989	0.6229
Average rate for the period(1)	0.8090	0.7601	0.7824	0.7430	0.7193
Rate at the end of the period	0.8179	0.7987	0.7936	0.7742	0.7591

1. Determined by averaging the noon rate on each business day during the respective period.

THE REIT

The REIT is an unincorporated, open-ended real estate investment trust whose purpose is to invest in healthcare real estate internationally. The REIT's head and registered office is located at 284 King Street East, Toronto, Ontario, M5A 1K4.

The REIT's objectives are to:

- manage its investments to provide stable, sustainable and growing cash flows through investments in healthcare real estate internationally;
- build a diversified, growth-oriented global portfolio of healthcare properties based on an initial portfolio of investments in Australasia, Brazil and Germany;
- capitalize on internal growth and seek accretive healthcare real estate acquisition opportunities in its target international markets, with a focus primarily on Australasia, Brazil, and Germany;
- grow the value of its assets and maximize the long-term value of its Units through active and efficient management; and
- provide predictable and growing cash distributions per Unit, on a tax-efficient basis.

Affiliates of NWVP serve as the REIT's asset manager, property manager and developer pursuant to certain management and partnership agreements which are filed with the Canadian securities regulatory authorities and available on SEDAR at www.sedar.com. See "Relationship with NWVP".

History of the Business of the REIT

GT Canada Medical Properties Inc. ("**GT Canada**"), a wholly-owned subsidiary of the REIT, was incorporated on March 25, 2008 as "GT Canada Capital Corporation" and formed as a "capital pool corporation" under the policies of the TSXV. On July 17, 2008, GT Canada completed its initial public offering and its common shares were listed and began trading August 6, 2008 on the TSXV under the symbol "MOB.P". On March 12, 2010, GT Canada completed its qualifying transaction under the policies of the TSXV through the acquisition of a medical office building in Hamilton, Ontario and changed its name to "GT Canada Medical Properties Inc." On December 24, 2010, GT Canada converted into a real estate investment trust under the name "GT Canada Medical Properties Real Estate Investment Trust", along with acquiring a portfolio of five medical office buildings. Since that time, the REIT has acquired seven more medical office buildings.

On April 16, 2012, the REIT announced it had entered into a support agreement (the "**Support Agreement**") with NWVP whereby NWVP would offer to acquire all of the Units for $2.05 per Unit (which price was subsequently reduced to $1.87 per Unit as a result of a rights offering completed by the REIT) by way of a take-over bid (the "**NWVP Offer**"). On June 11, 2012, after the extension of the initial expiry date of the NWVP Offer, 18,481,046 Units were tendered to the NWVP Offer, representing approximately 91% of the total outstanding Units and approximately 68% of the fully diluted Units. As disclosed in the takeover bid circular mailed in connection with the NWVP Offer, and for purposes of ensuring that the REIT continued to meet the ongoing listing requirements of the TSXV, NWVP sold 1,840,000 Units deposited under the NWVP Offer. After the take-up and payment by NWVP Acquisition L.P. (a wholly-owned subsidiary of NWVP) of the remaining tendered Units, NWVP indirectly owned 16,641,046 Units, representing approximately 82% of the total outstanding Units (approximately 61% of the total outstanding Units on a fully-diluted basis).

On November 2, 2012, the REIT changed its name to "NorthWest International Healthcare Properties Real Estate Investment Trust".

In connection with the NWVP Offer, in two separate transactions on November 14, 2012 and November 16, 2012 (together, the "Disposition") all of the REIT's existing properties were sold to NHP Holdings Limited Partnership ("**NHP LP**"), a subsidiary of NWHP REIT. As net consideration (after the assumption of mortgage indebtedness), the REIT received $39,200,000 (subject to customary post-closing adjustments), satisfied by cash in the amount of approximately $9,200,000 (including approximately $3.3 million to reimburse the REIT for transaction costs incurred in connection with the Disposition) and a promissory note in the amount of $30,000,000 (the "**NHP Note**").

The NHP Note is unsecured, repayable on the demand of the REIT at any time on or after November 29, 2012 and bears interest at a rate of 8% per annum, payable quarterly in arrears. The NHP Note provides that NHP LP can assign its obligations under the NHP Note without the consent of the REIT (a) to an affiliate (provided the obligations of such assignee are guaranteed by NHP LP) or a related party of NHP LP (provided the obligations of such assignee are guaranteed by a credit worthy affiliate of such related party, as determined by the REIT, acting reasonably), or (b) in connection with, or as part of, a restructuring. The REIT has been informed that NHP LP's obligations under the NHP Note may be assigned by NHP LP to NW Trust in settlement of other obligations owing by NW Trust to NHP LP. In the event of such an assignment, the obligations of NW Trust owing to the REIT under the NHP Note would be guaranteed by NWVP.

The Disposition was completed on financial terms that were economically equivalent (to the REIT) to the terms offered (to the Unitholders) pursuant to the NWVP Offer. In other words, the NWVP Offer generally resulted in Unitholders of the REIT at the time receiving the same gross proceeds (on a pre-tax basis) they would have received had the REIT completed the Disposition and then distributed the proceeds to such Unitholders. In accordance with TSXV policies, Unitholder approval of the Disposition was obtained by way of written consent from approximately 66% of Unitholders, excluding NWVP and its affiliates and associates. The effective date of the Disposition closing was October 1, 2012.

On November 16, 2012, pursuant to a definitive agreement that was entered into on October 23, 2012 (the "**Definitive Agreement**"), the REIT indirectly acquired interests in certain international assets (the "**International Assets**") of NWVP (the "**Acquisition**"). See "Assets of the REIT". In connection with the closing of the Acquisition, the REIT announced that it has increased its annual distributions from $0.064 per unit to $0.16 per unit. It is the REIT's intention to target a payout ratio of approximately 95% of AFFO.

Market Opportunity

The REIT provides an opportunity for investors to gain exposure to healthcare real estate internationally. The REIT intends to provide sustainable monthly cash distributions, while allowing investors to diversify their healthcare real estate holdings beyond strictly the Canadian market. The REIT is the only publicly-listed real estate investment trust in Canada dedicated to investing in healthcare real estate internationally.

Over the past several years, some of Canada's largest pension funds and institutional investors have increasingly sought out investment opportunities outside of Canada in the real estate sector. These investors have increased the international component of their real estate investments for reasons that include diversification, the opportunity to enhance returns and the possibility of generating long-term, stable cash flows. Three of Canada's major pension funds reported having approximately half of their real estate assets outside of Canada, with a particular focus in Europe. Other significant markets for Canadian institutional buyers of foreign real estate include the United States, Asia, Australia, and South America. The REIT believes that it is providing a unique opportunity for Canadian retail and institutional investors to diversify their real estate investments, as large Canadian pension funds and other large Canadian institutional investors have done, by investing in an entity that will pursue investment opportunities in international commercial real estate.

The REIT believes that favourable economic conditions in Canada relative to economic conditions in other countries, including the relatively low cost of capital in Canada, have created a window of opportunity to establish a Canadian investment entity to acquire healthcare real estate assets internationally.

In particular, the REIT believes that healthcare real estate represents a uniquely compelling asset class within commercial real estate, serving as a defensive asset class with both scale and growth. The REIT believes that international markets will continue to offer attractive healthcare real estate acquisition opportunities for the REIT in the future. To select international markets in which to expand, the REIT indentifies key market characteristics that are consistent with those identified in Canada, specifically:

- Demographics: aging population, increasing life expectancy, and the need for healthcare;

- Economic: selected markets balance economic growth and stability, stabilized and/or increasing GDP per capita, and increasing healthcare spending as % of GDP; and
- Real estate and healthcare trends: fragmented healthcare real estate markets, healthcare operators focusing on "core business", demand for new infrastructure, and growing public and private healthcare services.

Target Markets

Within the landscape of international healthcare real estate markets, the REIT has identified the following markets as the REIT's initial focus areas, balancing both growth and stability:

- Australasia: an established market with consolidation opportunities, inflation indexed triple net rents, dominant exposure through an investment in Vital Trust;
- Brazil: a high-growth market backed by experienced operators, unique exposure through long-term inflation indexed triple-net sale leaseback structure; and
- Germany: a fragmented market with first mover advantage available, NOI growth through active management and scale, similar to NWHP REIT's experiences growing in Canada.

The following table highlights certain key market data in connection with the REIT's initial targeted markets, as compared against Canada:

	Australasia[(1)]	**Brazil**	**Germany**	**Canada**
Population	26.3 million	194.9 million	81.7 million	34.7 million
GDP Growth (2012E)	1.5%	3.9%	2.2%	1.9%
Inflation (2012E)	3.5%	6.6%	1.1%	2.0%
5 Yr Government Bond Yield [(2)]	2.77%	8.85%	0.44%	1.36%
Healthcare System	Hybrid public and private healthcare systems	Hybrid public and private healthcare systems	Hybrid public and private healthcare systems	Publicly-funded healthcare system

Sources: Economist, World in Figures (August 31, 2012); Bloomberg

Notes:
1. Statistics represent totals/weighted average between Australia and New Zealand. Bond yields refer to Australia.
2. Bond yields at November 22, 2012.

Australasia

The Australian healthcare system is designed to provide universal access of health services to all Australians based on a network of private services providers, acute services are provided by public hospitals. Australia's healthcare system is predominately funded by its Federal Government through its Medicare program. Patients are reimbursed up to 100% of the cost of general practice and 85% of diagnostic services while public hospitals are free to patients. According to the Australian Institute of Health and Welfare, around 45% of Australians opt to take additional private health insurance that enables patients to choose physicians, hospital accommodations and avoid the waiting lists in public hospitals.

Significant consolidation has occurred in the hospital, pathology and radiology diagnostics services and has now moved to more of the outpatient services. There are currently three main competitors (Ramsay Health Care, Healthscope and Healthe Care) in the "for-profit" private hospital, radiology and pathology sectors with considerable consolidation having occurred over the last 10 years.

The Australasia healthcare real estate market is undergoing a period of consolidation. Following the acquisition of Essential Healthcare Property Trust by Vital Trust, there remain three major designated healthcare real estate platforms (all of which have external management arrangements in place): Australian Unity Healthcare

Property Trust (non-listed), Vital Trust (listed in New Zealand), and Generation Healthcare REIT (listed in Australia).

Brazil

Brazil's healthcare system is a hybrid public/private model. In 2006, annual healthcare spending of approximately $85 billion represented 8% of Brazil's GDP. At $44 billion, private healthcare expenditures represented approximately 52% of 2006 healthcare spending and was funded primarily through healthcare plans (44%), drug plans (27%) and other (29%). The public healthcare system representing 52% of 2006 healthcare spending is funded at Federal (2006 = 48%), State (2006 = 23%) and Municipal levels (2006 = 28%) and covers close to 80% of the country's population (Source: World Health Organization (2006)).

There is a perceived lack of quality and inefficiency in Brazil's public healthcare system, and as such regional governments have recently launched a medical assistance program, which provides users with credits for private healthcare services. Private healthcare operators are under significant political pressure to reduce the costs of their services and expand their regional footprint to service rural populations.

Brazil's healthcare real estate market is, for the most part, non-existent. NWVP's experiences have shown that many of the significant healthcare operators currently own their real estate and are actively seeking opportunities to redeploy capital and grow their businesses. Management has uncovered significant opportunities in the private healthcare system to provide alternative funding by way of real estate sale and leaseback alternatives.

Germany

Germany's healthcare industry ranks as Europe's largest. According to the World Health Organization, from 2000 to 2007, health expenditures rose from EUR 212.5 billion to EUR 252.8 billion, corresponding to a total growth of 19%, 2.7% higher than GDP. Germany has 82 million inhabitants, and the country's ageing society is a growth driver for the healthcare industry. Nearly every German citizen benefits from health insurance. According to the World Health Organization, about 89% are covered by one of the public insurance providers, while about 9% choose a private system. The challenges of an ageing society are met by providers in fields such as generics and health management; these sectors are also fostered by the health reforms recently passed by the German government.

According to the World Health Organization, Germany's healthcare industry employs 4.4 million highly-trained professionals. In addition, 116,237 health science and medical students, and 78,001 graduates in biology, chemistry and medical engineering work in Germany. The German medical office building ("**MOB**") segment is similar to the Canadian model.

Competitive Conditions

Global healthcare trends continue to shape the competitive landscape for owners and operators of healthcare real estate across all countries, in the following ways:

- Increasing demand: increased demand underpinned by macro trends (ageing populations, increasing life expectancies, and rising incomes);
- Increasing operator focus: operators increasingly focusing on primary and acute services and investing in their 'core' businesses and focus on unlocking value from divestment of real estate assets to grow core business;
- More outpatient services: increasing use of ancillary medical facilities (including MOBs, clinics, etc.) and increasing demand for modern non-core healthcare facilities;
- Increasing healthcare expenditures: healthcare spending/capita is rising in all G20 countries, underpinned by macro trends, and in emerging markets growing from a zero base; and

- Consolidation: globalization, exposure to "BRIC" countries (ie. Brazil, Russia, India and China), and "pure-play" healthcare are the trends, while scale is a key factor in driving profitability and entering new markets.

Management believes that the REIT will be well-positioned to capitalize on these global healthcare trends and will be a strong competitor across the REIT's targeted international markets in acquiring high quality healthcare real estate.

ASSETS OF THE REIT

Pursuant to the Definitive Agreement, the REIT indirectly acquired the International Assets, which comprise the current assets of the REIT. The following table highlights certain information about certain of such assets as at June 30, 2012:

	Brazil(1)	Germany	Total/ Weighted Average(2)
Number of Buildings	1	5	6
Number of Tenants	1	103	104
GLA (sqft.)	104,915	182,181	287,096
Occupancy	100.0%	98.7%	99.2%
Weighted Average Lease Expiry(3)	12.3	4.9	7.6

Notes:

1. For further details concerning the nature of the REIT's interest in Sabará, see "Assets of the REIT – Brazil – Sabará Children's Hospital".
2. Weighted average based on 100% of gross leasable area ("**GLA**").
3. Lease expiry in years.

The International Assets also include exposure to an equity interest in Vital Trust (for further details concerning the nature of the REIT's interest in Vital Trust, see "Assets of the REIT – New Zealand – Vital Trust"). The following table highlights certain information about Vital Trust as at June 30, 2012, on a 100% basis; noting, however, that the REIT has exposure to an approximate 20% interest in Vital Trust:

	Australia/ New Zealand
Number of Buildings	25
Number of Tenants	124
GLA (sqft.)	1,262,686
Occupancy	99.3%
Weighted Average Lease Expiry(1)	11.9

Notes:

1. Lease expiry in years.

New Zealand – Vital Trust

Vital Units

Pursuant to the Acquisition, the REIT indirectly acquired (through NWI LP) 58,600,003 trust units of Vital Trust (the "**Vital Units**"), which represents an approximate 20% interest in Vital Trust. These units are subject to a securities lending arrangement, as described below under " – The Vital SLA".

Vital Trust, based in Auckland, is an NSX-listed investment fund that invests in health and medical-related properties in Australia and New Zealand. Vital Trust's real estate portfolio is comprised of 25 medical office buildings and private hospitals located in eastern Australia (approximately 67% of the portfolio and primarily in Melbourne) and New Zealand (approximately 33% of the portfolio and primarily in Auckland), with an aggregate GLA of approximately 1.3 million square feet. Vital Trust's real estate portfolio currently operates at approximately 99% occupancy with a weighted average lease term of 11.9 years. Vital Trust is currently externally managed by entities owned indirectly by NWVP, with such affiliates receiving base asset management and incentive fees in connection therewith. Additionally, Paul Dalla Lana, Chairman and Chief Executive Officer of the REIT, serves on the Board of Trustees of the Trust. As of December 6, 2012, the price of the Vital Units on the New Zealand Stock Exchange was NZD1.26.

The following is a summary of the financial information of Vital Trust and its subsidiaries for the years ended June 30, 2012, 2011 and 2010 which was derived from the audited financial statements of Vital Trust for each respective financial period; noting, however, that the REIT only has exposure to an approximate 20% interest in Vital Trust:

(in New Zealand Dollars $000s)

	For the year ended June 30, 2012	For the year ended June 30, 2011	For the year ended June 30, 2010
Total Assets	$ 580,790	$ 533,433	$ 299,545
Total Liabilities	$ 293,360	$ 232,327	$ 128,457
Working Capital	$ 2,519	$ 11,508	$ (94,232)
Total Revenue	$ 48,043	$ 39,247	$ 24,654
Net Income	$ 5,308	$ 2,374	$ 18,116
Cash Flow from Operations	$ 23,649	$ 20,422	$ 12,683
Distributions paid to Unitholders	$ 18,981	$ 17,625	$ 10,465

The Vital SLA

NWI Healthcare Properties LP ("**NWI LP**") is a party to a Global Master Securities Lending Agreement (the "**Vital SLA**") with Macquarie Capital Markets Canada Ltd. (the "**SLA Counterparty**") on customary terms and conditions in relation to the Vital Units.

Pursuant to the Vital SLA, NWI LP has transferred (or "loaned") all of the Vital Units to the SLA Counterparty in return for the SLA Counterparty paying to NWI LP NZD36,918,003 of cash collateral (the "**SLA Collateral**"). The SLA Collateral received by NWI LP was indirectly used to pay amounts owing under a securities SWAP arrangement that was previously in effect with respect to the Vital Units.

Going forward, the SLA Collateral must represent not less than 50% of the market value of the Vital Units, with the SLA Collateral being marked to the market price of the Vital Units on a daily basis. Accordingly, if on any given day the value of the Vital Units increases, the SLA Counterparty will be required, upon the demand of NWI LP, to pay additional SLA Collateral to NWI LP, while NWI LP will be required to repay, upon the demand of the SLA Counterparty, part of the SLA Collateral to the SLA Counterparty if the value of the Vital Units declines; provided that neither party will be required to make adjustments to the SLA Collateral if the value of the Vital Units changes by an amount equal to the lesser of (a) NZD500,000, and (b) 2% of the SLA Collateral. Adjustments to the SLA Collateral must generally be made within one business day of any demand. As a result of the foregoing, NWI LP's rights and obligations under the Vital SLA could have an impact on the REIT's cash available for distribution. See "Risk Factors – The Vital SLA".

NWI LP must pay interest on the SLA Collateral it holds to the SLA Counterparty at a rate that fluctuates with the New Zealand dollar LIBOR rate. The current interest rate is approximately 5.1%.

As is customary with securities loan arrangements, the Vital Units become the property of the SLA Counterparty under the Vital SLA, with the SLA Counterparty having the ability to deal with the Vital Units without restriction. However, the Vital SLA seeks to place NWI LP in the same position in which it would have been had the Vital Units not been transferred to the SLA Counterparty. In particular, the SLA Counterparty must pay to NWI LP amounts equal to the net cash distributions paid on the Vital Units and arrange for voting rights equal to the voting rights attached to the Vital Units to be exercised in accordance with the instructions of NWI LP. While NWI LP has a right to instruct the SLA Counterparty in relation to the exercise of voting rights attached to the underlying Vital Units, such right only exists if the SLA Counterparty physically holds the underlying units. The SLA Counterparty does not have an obligation to physically hold the underlying Vital Units and in such circumstances, NWI LP will not have an ability to direct the exercise of voting rights.

The securities loan of the Vital Units under the Vital SLA is due to terminate on November 15, 2013 (or any earlier date agreed by the parties). Both NWI LP and the SLA Counterparty may, at their option, terminate the securities loan at any time before that date (subject, in the case of the SLA Counterparty, to giving not less than 30 days prior notice to NWI LP). The Vital SLA may also be terminated early in certain situations, such as default by a party.

On termination of the securities loan, the SLA Counterparty is generally required to deliver to NWI LP a number of units in Vital equal to the Vital Units, and NWI LP is required to repay the SLA Collateral.

The obligations of NWI LP in respect of Vital SLA have been guaranteed by the REIT pursuant to a Deed of Guarantee and Indemnity entered into by the REIT and the SLA Counterparty. See "Risk Factors – The Vital SLA".

Vital Management Rights

Pursuant to a service agreement entered into in connection with the Acquisition, (a) affiliates of NWVP have agreed to pay, in consideration for certain management services rendered, a subsidiary of the REIT a management fee participation equal to the difference between all management fees paid by Vital Trust to NWVP or any of its wholly-owned subsidiaries and the amount that Vital Trust would have paid should it have been wholly-owned and subject to the asset management fee arrangements described under the heading "Asset Management Agreement", and (b) the REIT will be indirectly entitled to direct NWVP, subject to NWVP's fiduciary duties, with respect to any control or direction rights of NWVP has pursuant to agreements entered into with Vital Trust (together, the "**Vital Management Rights**"). NWVP's management arrangements with Vital Trust currently provide for a base management fee of 0.75% (as opposed to the 0.50% payable under the Asset Management Agreement), as well as an opportunity to earn certain transaction fees and an incentive fee calculated on a basis different than the Class C Amount. The purpose of the Vital Management Rights is to provide the REIT will any incremental economic benefit that may be associated with the current management arrangements currently in place between NWVP and Vital Trust. See "Risk Factors –Vital Management Rights".

Brazil – Sabará Children's Hospital

Sabará Children's Hospital ("**Sabará**"), located in São Paulo, is a 104,915 square foot private facility widely regarded as the leading children's hospital in Brazil. The facility is leased and operated by a single tenant, Hospital Sabará (the "**Sabará Tenant**"), who uses the property to operate the region's largest private children's hospital. Significantly expanded and redesigned in August 2010, Sabará Children's Hospital is a retrofitted office building located on Angelica Avenue in São Paulo. The new expansion and redesign included structural reinforcement, 3rd basement expansion and construction of a new 6-storey annex connected to the existing 17-storey building. The facility features 72 suites (104 beds), diagnostic centres, operating rooms, and an intensive care unit, along with administrative areas.

The Sabará Tenant leases Sabará pursuant to a non-residential property lease agreement, as amended (the "**Sabará Lease**") which expires on September 30, 2024. The initial annual payment to be made by the Sabará Tenant under the Sabará Lease in 2009 was $6,584,646 Reais, and such amount is subject to annual IPCA (the consumer price inflation measure used by the Central Bank of Brazil for guiding monetary policy) adjustments. The Sabará Lease is guaranteed by the Sabará Tenant's principal shareholder who has, by way of fiduciary assignment of credit rights in an escrow account, pledged the income stream (dividends and interest) of his respective equity interests in one of Brazil's leading commercial and investment banks as security for the Sabará Tenant's obligations under the Sabará Lease Agreement. The Sabará Lease contains a pre-emptive right in favour of the Sabará Tenant if the controlling interest or all of the shares of the REIT subsidiary that owns Sabará are sold during the term of the lease, offering the tenant the right to purchase the shares on the same terms.

At the same time the Sabara Lease was signed, the owner of Sabará securitized a portion of the rents receivable in return for a lump sum payment of $40,491,000 Reais (the "**Brazil Securitization**"). As a result of the Brazil Securitization, the REIT is only entitled to receive 20.25% of the total rent payment owing during the remainder of the term of the Sabara Lease. The Brazil Securitization in effect serves as an amortizing loan, with the 78.75% of total annual rent not being retained by the REIT serving as a mixed payment of "principal and interest" on the amount of the original advance. The Brazil Securitization bears an interest rate of IPCA + 9.25%.

The Brazil Securitization runs through the term of the Sabará Lease, with all obligations under the Brazil Securitization to be repaid on September 30, 2024. However, under the terms of the Brazil Securitization, the REIT has the ability to exercise an early redemption feature on April 2, 2014 (the "**Early Redemption Date**") to buy-back the Brazil Securitization at the unamortized face value of the Brazil Securitization, adjusted for accrued IPCA + 9.25% to the date of redemption. At this time, the REIT has no plans to exercise the redemption feature on the Brazilian Securitization. Any decision regarding this matter will come nearer to the early redemption date.

In consideration for the REIT indirectly acquiring Sabará (and the obligations under the Brazil Securitization) from NWVP, an affiliate of NWVP has agreed to reduce the effective interest rate associated with the Brazil Securitization from now until the Early Redemption Date from IPCA + 9.25% to 8%. Such interest rate reduction is being effected pursuant to the terms of a promissory instalment note (the "**Sabará Instalment Note**") in the principal amount of $1,385,555 that is now held by NWI LP. The Sabará Instalment Note is unsecured, non-interest bearing and requires an affiliate to NWVP to pay $526,835 of the outstanding balance to NWI LP on April 2, 2013, with the balance payable on April 2, 2014. The receipt of the principal portion of the instalment payments under the Sabará Instalment Note by NWI LP will serve to increase the REIT's cash available for distribution, but will be recorded as a reduction of the instalment notes receivable and will therefore not be recorded as revenue.

Germany – German MOB Portfolio

The MOB portfolio located in Berlin and Northern Bavaria, Germany (the "**German MOB Portfolio**") is comprised of five modern, recently constructed medical office buildings, with an aggregate GLA of 182,181 square feet, located in established healthcare hubs in and around Berlin's city centre. The portfolio is approximately 98% occupied, primarily by medical tenancies with strong synergies between them, typically doctors (wide range of disciplines), dentists, and pharmacies. The five medical office buildings that comprise the German MOB Portfolio include the following:

<u>Adlershof 1</u>

Adlershof 1 is a five storey, purpose built medical office building completed in 2004. The fully occupied building has a gross leasable area (including storage) of 44,660 square feet and offers 34 below grade parking stalls. Constructed of precast concrete, the building is serviced with two elevators and a centrally located staircase. Floor plates are similar for each floor apart from the top level which includes perimeter balcony/terrace areas. A large atrium invites visitors to the ground floor where tenant signage identifying a wide range of medical/dental service providers and a pharmacy is located. Adlershof is a district in the Berlin borough of Treptow-Köpenik, an area commonly known as the "city of science, technology and media".

<u>Adlershof 2</u>

Adlershof 2 is a four storey, purpose built medical office building completed in 2010. The 97% occupied building has a gross leasable area (including storage) of 37,381 square feet and offers 66 below grade parking stalls. Constructed of precast concrete, the building is serviced with two elevators and a central staircase. Floor plates are similar for each floor apart from the top level which includes perimeter balcony/terrace areas. A ground floor physiotherapy tenant includes a swimming pool as well as a private elevator and staircase to the second floor demise. A large atrium invites visitors to the ground floor where tenant signage reflecting a wide range of medical/dental service providers can be found.

Berlin Neukölln

Berlin Neukölln is a six storey terraced building with prominent corner location completed in 2000. The 95% occupied building has a gross leasable area (including storage) of 33,679 square feet and underground parking for 10 vehicles. The building is clad with polished natural stone accents and the uniform floor plates are connected via a central elevator and staircase. The common areas have been finished in hardwearing materials such as marble and stainless steel. Tenants include a wide range of medical service providers including a ground floor pharmacy. The property is located in Neukölln, one of the 12 boroughs of Berlin in the southeastern part of the city on the busy B179, Karl Marx Strasse, which leads northwest to Kreuzberg.

Königs Wusterhausen 1

Königs Wusterhausen 1 comprises a three storey (with additional attic space), detached, purpose built medical office building completed in 2001. The fully let building has a gross leasable area (including storage) of 30,290 square feet. An underground garage park contains 66 stalls. The traditional styled building designed to conform with local planning regulations has a mainly pitched and tile covered roof. Tenants include a range of medical service providers as well as municipal agencies and legal practices. The property is located in Königs Wusterhausen, a town in the Dahme-Spreewald district of the state of Brandenburg. The property is located close to the town centre, by the junction of the main L40 and B179, Berliner Strasse and is approximately 0.45km from the Königs Wusterhausen railway station.

Marktredwitz

Marktredwitz is a three storey, detached, purpose built medical office building completed in 2008. The fully occupied building has a gross leasable area (including storage) of 36,171 square feet and 13 exterior covered parking stalls. The precast concrete structure is linked via corridor to an adjoining main area hospital building. Common areas have been finished in hardwearing materials such as stone tile and stainless steel. The ground floor includes retail and conference centre space, the second storey is leased to a dialysis clinic and the third storey is leased to various medical tenants. Marktredwitz is a town in the district of Wunsiedel, in Bavaria, southeast Germany. The property is located approximately 1.7km to the west of the town centre and 1.4km from the Marktredwitz railway station.

The Marktredwitz property is subject to a ground lease. MAK KG (an indirect subsidiary of the REIT) is the current leaseholder (Erbbauberechtigter). The Zweckverband Klinikum Fichtelgebirge (the local municipality), owns the plot. The leasehold (Erbbaurecht) is subject to a pre-emptive right in favour of the Zweckverband Klinikum Fichtelgebirge. Zweckverband Klinikum Fichtelgebirge has executed its pre-emptive right and claimed re-transfer based on arrears with ground lease charges that occurred last year. The lease charges have been paid in the meantime. The parties are in negotiations on whether, how (on market value) and if the leasehold could be re-transferred to Zweckverband Klinikum Fichtelgebirge. There is a risk that the Zweckverband Klinikum Fichtelgebirge might enforce its rights. In this case the leasehold (Erbbaurecht) would be re-transferred to the Zweckverband Klinikum Fichtelgebirge on the basis of a court order following court proceedings.

Zweckverband Klinikum Fichtelgebirge has to agree on any sale of the ground leases, on the registration of any land charge on the ground leases and any change of such rights.

MAK KG has to operate and maintain the medical clinic.

Zweckverband Klinikum Fichtelgebirge is entitled to claim for retransfer of the ground lease under certain conditions, such as for example:

- MAK KG does not fulfil its obligations under the ground lease agreement or
- MAK KG does not pay two of the annual ground lease charges.

The ground lease terminates in the year 2057.

MAK KG has to pay €11,915 a year for the medical clinic and €20,172 a year for the parking structure as a ground lease charge (Erbbauzins). The ground lease charge may increase if the land value increases by more than 10%. See “Risk Factors – Ground Lease and Pre-Emptive Right”.

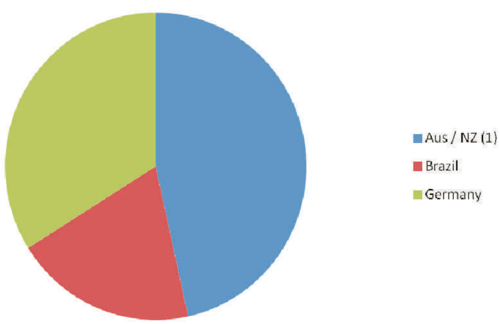
As at June 30, 2012, the outstanding balance of the mortgages related to the German MOB Portfolio was $30.1 million (€22.0 million). The mortgages bear interest at floating rates based on EURIBOR and have interest rate collars in place which have a floor of 3.5% and caps ranging between 4.5% and 6.1%. The interest rate collars have a weighted average maturity of 4.67 years as at June 30, 2012. For the year ended June 30, 2012, the effective interest rate on the German MOB Portfolio mortgages was 3.5%.

On November 27, 2012, subsidiaries of the REIT refinanced four of the five German MOB Portfolio properties pursuant to a loan agreement with Deutsche Genossenschafts-Hypotheken. The refinancing of approximately $22.2 million (€17.3 million) has an effective interest rate of 2.5% with a five year maturity and 40 year amortization. The proceeds from this refinancing, along with approximately $1.4 million (€1,1 million) of cash, were used to pay out the then existing mortgage financing. At the same time, the REIT paid down $386,250 (€300,000) of its line of credit with the original lender.

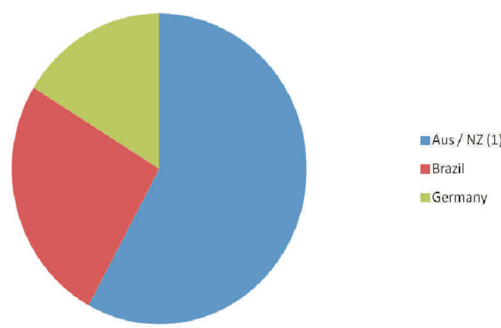
Geographic Distribution of International Assets

The REIT’s assets are diversified geographically as follows:

Geographic Distribution by GLA



Geographic Distribution by NOI



As of June 30 ,2012.

Notes:

1. Represents the REIT’s exposure to an approximate 20% interest in Vital Trust.

The geographic composition of the REIT’s cash flow is expected to be substantially the same as the geographic distribution of its NOI.

Definitive Agreement

Pursuant to the Definitive Agreement, on November 16, 2012 (but with an effective date of October 1, 2012), the REIT indirectly acquired an interest in the International Assets. The transactions contemplated by the Definitive Agreement valued the International Assets at $170.4 million and, after the indirect assumption of estimated debt, implied a net purchase price of $123.1 million. The net purchase price for the Acquisition was funded through the issuance of (a) 9,878,165 Units at a deemed price of $1.87 per Unit (approximately $18.5 million), and (b) 55,944,444 class B limited partnership units of NWI LP (“**Class B LP Units**”) at a deemed price of $1.87 per unit (approximately $104.6 million). The purchase price for the International Assets assumed that (i) the International Assets had associated indebtedness of $47.3 million, (ii) Sabará and the German MOB Portfolio had working capital of nil, and (iii) the number of Vital Units to be transferred was 58,000,000. The aggregate purchase price will be adjusted following closing to account for actual indebtedness associated with the International Assets on closing (approximately $76 million), actual working capital of Sabará and the German MOB Portfolio on closing and the actual number of Vital Units transferred.

Pursuant to the Definitive Agreement, NWVP granted the REIT a right of first opportunity regarding the acquisition of certain international acquisition opportunities that NWVP has identified as potential acquisition targets that might meet the REIT's investment criteria. The right of first opportunity will be in effect for a period of 24 months following closing of the Acquisition.

The Definitive Agreement contained representations and warranties provided by NWVP in favour of the REIT relating to, among other things, the International Assets and certain disclosure contained in the Management Information Circular. The Definitive Agreement also contained representations and warranties provided by the REIT in favour of NWVP with respect to, among other things, the REIT's disclosure record. The representations and warranties made pursuant to the Definitive Agreement will continue in full force and effect until November 16, 2013, with the exception of the representations and warranties made with respect to organization, status and authorization, which shall survive indefinitely, and the representations and warranties made with respect to taxes, which shall survive until the expiration of the period for which liability for tax extends.

Pursuant to the Definitive Agreement, each party has agreed to, subject to certain limitations, indemnify the other from all losses suffered as a result of any breach or non-performance of any covenant under the agreement and any breach or inaccuracy of any representation or warranty provided under the agreement. These indemnities will survive the closing of the transaction, subject to the survival of the representations and warranties discussed above. The maximum liability of any party under the Definitive Agreement is $7 million and all claims will be subject to a deductible of $1 million.

RELATIONSHIP WITH NWVP

NorthWest Value Partners Inc.

Established in 1994, Toronto-based NWVP is one of Canada's leading privately owned healthcare real estate companies. The scope of its business includes healthcare real estate development, ownership and management, in Canada and internationally. NWVP has a strong management team with extensive experience in real estate investment and asset management and a track record of creating value. The REIT believes that NWVP's principals have earned a reputation for being capable, intelligent and creative.

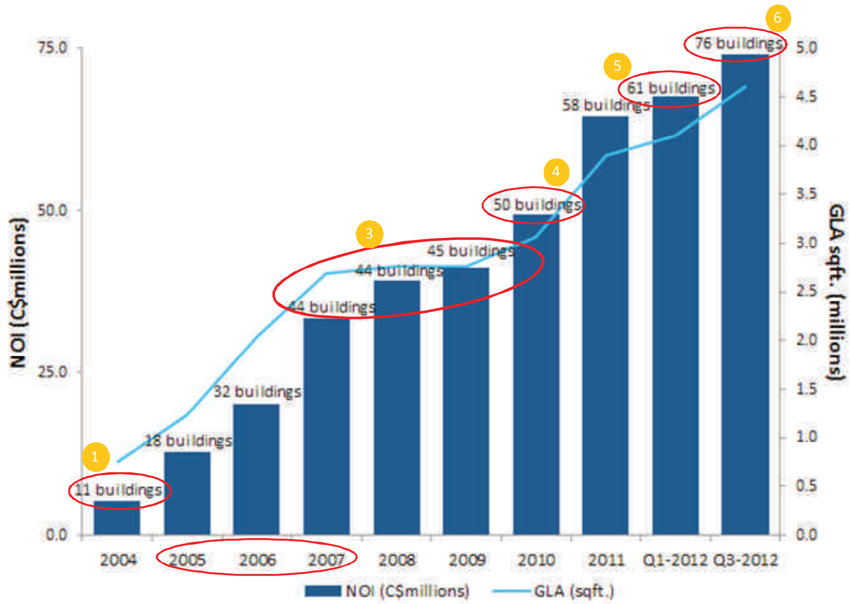
From 1994 to 1999, NWVP acquired, in conjunction with external partners, approximately $450 million of residential and commercial real estate across Canada. From 1999 to present, NWVP acquired and developed $500 million of commercial real estate across Canada. In 2003, NWVP was awarded the Real Estate Excellence Award by NAIOP Toronto for its 1980 Matheson Boulevard project in Mississauga, Ontario.

In 2011, NWVP founded NorthWest International Healthcare Properties to focus on establishing an international healthcare real estate platform, with an initial focus on Australia/New Zealand, Brazil and Germany.

Success of NorthWest Healthcare Properties REIT

In 2004, NWVP founded NWHP REIT as a private real estate investment trust and subsequently acquired over $1 billion of healthcare real estate properties across Canada, becoming the largest owner and operator of healthcare real estate in Canada. In March 2010, NWHP REIT completed a successful initial public offering on the Toronto Stock Exchange (the "**TSX**"). With the exception of the REIT, NWHP REIT is Canada's only publicly-listed healthcare real estate investment trust, with an enterprise value of approximately $1.2 billion. Since its initial public offering, NWHP REIT has completed over $500 million of property acquisitions, in the process growing its asset base by approximately 100%. NWHP REIT owns and operates 76 medical office properties across Canada, comprised of approximately 4.6 million square feet of GLA. NWHP REIT operates a fully integrated and internalized national asset and property management platform with regional offices in Calgary, Toronto, Montreal, and Halifax. NWVP continues to be NWHP REIT's largest Unitholder, with an approximately 26% ownership interest. The REIT believes that NWVP's experience in growing NWHP REIT will be an important factor in the planned growth of the REIT.

NWHP REIT Growth



Notes:

1. NWHP REIT's initial phase of growth was centered around MOBs located in major Canadian cities.
2. From 2005 to 2007, NWHP REIT delivered on its acquisition program and developed a national presence. In addition to growing portfolio NOI at a CAGR of 11.2%, NWHP REIT developed critical relationships with Canadian healthcare providers and solidified its dominance in the sector.
3. From 2007 to 2009, during the financial crisis, NWHP REIT focused on same-store NOI growth.
4. NWHP REIT completed a $175 million IPO as well as two $75 million additional offerings in 2010 and the first quarter of 2011. Proceeds from the equity offerings have been used to continue to execute a consolidation strategy.
5. Post IPO, NWHP REIT has completed $420 million of acquisitions.
6. After giving effect to the Disposition.

The NWVP Management Team

Pursuant to the Asset Management Agreement (as defined below), the REIT benefits from NWVP's experienced senior management team. Such team offers the REIT a wealth of strategic experience both within the healthcare real estate sector and in the international jurisdictions in which the REIT will own assets. In addition to the services of Mr. Dalla Lana and the REIT's relationship with NWVP (as outlined below), NWVP's senior management team is expected to play important roles in the future development and growth of the REIT though its significant commercial real estate investment, corporate finance and operating experience. As part of its international mandate, NWVP has established local operating platforms with full teams of healthcare real estate specialists in each of Australasia, Brazil, Germany and Canada that will be made available to the REIT pursuant to the Asset Management Agreement.

Opportunities for External Growth

In considering acquisitions, the REIT will use investment criteria that focus on the security of cash flow, potential for capital appreciation, potential for increasing value through more efficient management of the assets being acquired and growth in the REIT's AFFO per Unit. NWVP intends to assist the REIT with its external growth strategy by sourcing and executing on acquisitions of healthcare properties outside of Canada that meet the foregoing criteria. NWVP carries out its own research and analysis, financial modeling, due diligence, budgeting and financial planning. To assist in these efforts, NWVP has an extensive network of international joint venture partners, financial institutions, legal and tax advisors, brokers, operators, and other real estate professionals upon which it can draw.

NWVP has advised the REIT that it is currently evaluating a number of acquisition opportunities in its core markets. While the REIT, pursuant to contractual rights of first opportunity granted pursuant to the Definitive

Agreement, hopes to execute on several of these acquisitions over the next 12 months, there can be no assurances that any of such acquisitions will be completed on the terms contemplated or at all.

Ownership

NWVP, directly or indirectly, currently owns: (a) 26,519,211 Units, representing approximately 88% of the Units outstanding (before giving effect to the Offering), and (b) 55,944,444 Class B LP Units, representing all of the Class B LP Units outstanding. Assuming the exchange of its Class B LP Units, but before giving effect to the Offering, NWVP owns approximately 96% of the issued and outstanding Units. Paul Dalla Lana, Chairman and Chief Executive Officer of the REIT, is the sole shareholder of NWVP.

Each Class B LP Unit is exchangeable at the option of the holder for one Unit of the REIT (subject to customary anti-dilution adjustments), is accompanied by one Special Voting Unit of the REIT (which provides for the same voting rights in the REIT as a Unit) and is entitled to distributions of cash from NWI LP equal to the cash distributions paid to holders of Units by the REIT.

Put/Call Agreement

On November 16, 2012 the REIT, NWVP and NorthWest Operating Trust ("**NW Trust**"), an affiliate of NWVP, entered into a put/call agreement (the "**Put/Call Agreement**") regarding NWVP's interest in NWHP REIT.

NWHP REIT

NW Trust together with its affiliates (other than the REIT) holds an approximate 26% interest in NWHP REIT through the ownership of (i) 7,615,546 class B limited partnership units of NHP Holdings Limited Partnership, a subsidiary of NWHP REIT, which are economically equivalent to and exchangeable for units of NWHP REIT, and (ii) 4,344,981 NWHP REIT units. Mr. Dalla Lana is the sole trustee and indirect beneficiary of NW Trust. As of December 6, 2012, the price of the NWHP REIT units on the Toronto Stock Exchange was $12.50.

As of December 31, 2011, NWHP REIT employed 124 individuals. An unlimited number of trust units and special voting units of NWHP REIT are authorized for issuance pursuant to its declaration of trust. As at September 30, 2012, there were 36,709,337 NWHP REIT units outstanding and 7,615,546 special voting units of NWHP REIT outstanding.

The following is a summary of the financial information of NWHP REIT for the years ended December 31, 2011 and 2012 which was derived from the financial statements of NWHP REIT for each respective financial period, copies of which are available on SEDAR at www.sedar.com:

(in $000s)

	For the nine months ended September 30, 2012 (unaudited)	**For the year ended December 31, 2011 (audited)**	**For the period from March 25, 2010 to December 31, 2010 (audited)**
Total Assets	$ 1,206,489	$ 1,011,716	$ 736,626
Total Liabilities	$ 744,931	$ 615,455	$ 477,325
Total Revenue	$ 97,754	$ 118,152	$ 63,468
Net Income	$ 68,687	$ 78,341	$ 2,595

Pursuant to the Put/Call Agreement, the REIT could acquire up to approximately 26% of the currently outstanding units of NWHP REIT (based on the number of NWHP REIT units and class B limited partnership units outstanding as of September 30, 2012).

Put/Call Agreement

Pursuant to the Put/Call Agreement, the REIT has granted NWVP and its affiliates the right (the "**Put Right**") to sell to the REIT any or all of up to 12,500,000 trust units and/or securities exchangeable into trust units of NWHP REIT (the "**Option Units**") held by NWVP and its affiliates, at a price per Option Unit equal to the 20-day volume-weighted average price of the NWHP REIT units on the date the Put Right is exercised; provided that if the Put Right is exercised by May 16, 2013, the price per Option Unit will be $13.22.

Such purchase price will be payable, at the option of NWVP, in either (a) cash (provided such cash is available to the REIT on commercially reasonable terms), and/or (b) Units or Class B LP Units. If NWVP elects to receive Units or Class B LP Units upon exercise of the put, such securities will be valued at the 20-day volume-weighted average price of the Units on the date the Put Right is exercised; provided that if the Put Right is exercised by May 16, 2013, such securities will be valued at $1.87 per security. Notwithstanding the foregoing, in the event NWVP elects to receive Units or Class B LP Units upon exercise of the Put Right and the Units are listed on the TSXV, subject to the approval of the TSXV, the maximum aggregate number of Units and/or Class B LP Units that may be issued pursuant to this provision of the Put/Call Agreement will be 94,971,264.

The Put Right of NWVP may be exercised in whole or in part at any time and from time to time provided that the Put Right shall immediately terminate in the event that (i) NWVP or its affiliates ceases to own at least a 5% voting interest in the REIT, (ii) the Call Right of the REIT (as discussed below) is exercised in accordance with the Put/Call Agreement, or (ii) the Put Right is not exercised by November 16, 2014.

Pursuant to the Put/Call Agreement, NWVP has granted the REIT the right (the "**Call Right**"), following the unanimous approval of all of the trustees of the REIT, to acquire any or all of the Option Units at a price per Option Unit equal to the 20-day volume-weighted average price of the NWHP REIT units on the date the Call Right is exercised; provided that if the Call Right is exercised May 16, 2013, the price per Option Unit will be $13.22.

Such purchase price will be payable, at the option of NWVP, in either (a) cash (provided such cash is available to the REIT on commercially reasonable terms), and/or (b) Units or Class B LP Units. If NWVP elects to receive Units or Class B LP Units upon exercise of the Call Right, such securities will be valued at the 20-day volume-weighted average price of the Units on the date the Call Right is exercised; provided that if the Call Right is exercised by May 16, 2013, such securities will be valued at $1.87 per security. Notwithstanding the foregoing, in the event NWVP elects to receive Units or Class B LP Units upon exercise of the Call Right and the Units are listed on the TSXV, subject to the approval of the TSXV, the maximum aggregate number of Units and/or Class B LP Units that may be issued pursuant to this provision of the Put/Call Agreement is 94,971,264.

The Call Right may be exercised in whole or in part at any time and from time to time; provided that the Call Right shall immediately terminate in the event (i) NWVP or its affiliates ceases to own at least a 5% voting interest in the REIT, (ii) the Put Right is exercised in accordance with the Put/Call Agreement, or (iii) the Call Right is not exercised by November 16, 2014.

The Put/Call Agreement provides for "top-up" or "price-protection" rights pursuant to which the REIT will pay NWVP the difference between the price paid for NWHP REIT units in any subsequent takeover bid or other change of control transaction involving NWHP REIT and the applicable put/call price. These top-up rights will be in effect for a period of one year following the exercise of the put/call rights. The payment of any amounts pursuant to these top-up rights will be subject to applicable securities laws and the rules of any stock exchange upon which securities of the REIT may trade. The Put/Call Agreement also contains certain adjustment provisions in the event of any unit distribution, split, reverse split, combination, recapitalization, liquidation, reclassification, merger or consolidation involving NWHP REIT.

The closing of any purchase and sale pursuant to the Put/Call Agreement shall occur within 30 days from either party having received written notice from the other that it wishes to exercise the put/call rights. In addition, the Put/Call Agreement contains certain conditions, including a condition that no injunction or cease trade order be outstanding and a condition that the exercise of the put/call rights can be made pursuant to an exemption to the take-over bid requirements under applicable securities laws. A copy of the Put/Call Agreement is available on SEDAR at www.sedar.com.

As part of the Acquisition, NWVP required the ability to "put" its NWHP REIT units to the REIT in order to preserve NWVP's ability to combine its approximately $325 million of healthcare real estate investments in one vehicle. The REIT agreed to this requirement provided it was granted reciprocal call rights on similar terms.

Asset Management Agreement

Pursuant to an asset management agreement dated November 16, 2012 (the "**Asset Management Agreement**"), NWI Asset Management Inc. (the "**Asset Manager**"), an affiliate of NWVP, serves as the REIT and its affiliates' asset manager. Pursuant to the Asset Management Agreement, the Asset Manager:

- provides the services of a senior management team to provide advisory, consultation and investment management services and monitor the financial performance of the REIT;
- provides guidance to property managers on operating and capital expenditures;
- advises on and assists with acquisitions or dispositions from time to time;
- advises and assists with borrowings, issuances of securities and other capital requirements, including assistance in dealings with banks and other lenders, investment dealers, institutions and investors;
- makes recommendations with respect to the payment of distributions and arranges for distributions to be paid;
- provides advice in connection with the preparation of business plans and annual budgets, implement such plans and budgets and monitor the financial performance of the REIT;
- provides advice with respect to investor relations strategies and activities;
- provides advice with respect to risk management policies and certain litigation matters;
- provides administrative and regulatory compliance services; and
- provides additional services as may from time to time be agreed to in writing by the REIT and the Asset Manager for which the Asset Manager will be compensated on terms to be agreed upon between the Asset Manager and the REIT prior to the provision of such services.

The Asset Manager provides additional services as may from time to time be required.

Pursuant to the Asset Management Agreement, the Asset Manager has agreed to provide the REIT and its affiliates with a preferential right of first opportunity to invest in real estate investments identified by the Asset Manager that would meet the REIT's then current investment criteria so long as the Asset Manager is not subject to a prior obligation to NWHP REIT. This preferential right shall remain in place for the duration of the Asset Management Agreement unless, following the one year anniversary of the Asset Management Agreement, the REIT fails to exercise its option to acquire any three investment opportunities it is offered consecutively or any five investment opportunities it is offered within a 12 month timeframe, in which case the right shall cease. Notwithstanding the foregoing, the REIT shall have a one-time right to reinstate its right of first opportunity during the term of the Asset Management Agreement should it be able to provide the Asset Manager with reasonable evidence that its failure to acquire the investment opportunity was the sole result of an inability to access capital markets on commercially reasonable terms.

Pursuant to the Asset Management Agreement, the Asset Manager is entitled to receive a base annual management fee calculated and payable on a monthly basis, equal to 0.50% of the sum of (a) the historical purchase price of the REIT's assets, and (b) the cost of any capital expenditures incurred by the REIT or its affiliates in respect of the assets subject to the Asset Management Agreement. The foregoing amounts are payable, at the option of the Asset Manager, in either cash, deferred trust units ("**Deferred Units**") (which would vest immediately), Units or securities of the REIT or its subsidiaries that may be convertible into Units. During the time that the securities of the REIT are listed on the TSXV (i) the number of Units or securities of the REIT or its subsidiaries that may be convertible or exchangeable into Units (other than Deferred Units) issuable to the Asset Manager pursuant to the Asset Management Agreement, together with the number of Class D GP Units issuable to NWVP GP pursuant to the NWI LP Agreement, shall not exceed 15,193,031, and (ii) such maximum number of securities shall not be increased without the prior approval of the TSXV.

Pursuant to the Asset Management Agreement, the REIT must reimburse the Asset Manager for all reasonable and necessary actual out-of-pocket costs and expenses paid by the Asset Manager in connection with the performance of the services under the Asset Management Agreement, including, but without limitation, the costs and expenses incurred by the Asset Manager for travel, lodging and reasonable and necessary costs for experts and consultants reasonably required by the Asset Manager and approved by the REIT.

Where the REIT owns a controlling interest in a subsidiary or equity investee company in which the Asset Manager or any of its wholly-owned subsidiaries act as asset manager under other management agreements, the Asset Manager will agree to pay the REIT a management fee participation equal to the difference between all management fees paid by such subsidiary or equity investee company to the Asset Manager or any of its wholly-owned subsidiaries and the amount that the REIT's subsidiary or equity investee company would have paid should it have been wholly-owned and subject to the asset management fee arrangements described above. In addition, the REIT shall be entitled to direct the Asset Manager, subject to the Asset Manager's fiduciary duties, with respect to any control or direction rights of the Asset Manager set forth in any management agreements between the Asset Manager and any subsidiary or equity investee of the REIT.

The Asset Management Agreement will continue in perpetuity, subject to earlier termination described below. Notwithstanding the foregoing, in the event (i) the Asset Manager and its affiliates cease to own at least 5% of the outstanding Units (assuming the exchange of all units exchangeable into Units), or (ii) the aggregate economic interest of the Asset Manager and its affiliates in the REIT (taking into account the value of all units exchangeable into Units) falls below $50 million, the REIT or its affiliates will have the option to convert the Asset Management Agreement into a fixed term agreement. Upon the exercise of such option, the Asset Management Agreement shall instead be for a term of five years and will be renewable for further five year terms, subject to the termination provisions of the Asset Management Agreement. Subject to the termination provisions of the Asset Management Agreement, the Asset Manager shall automatically be rehired at the expiration of the initial fixed term and each subsequent renewal term. At least 16 months prior to the end of the first renewal term and each subsequent renewal term thereafter, the independent Trustees will assess the performance of the Asset Manager under the Asset Management Agreement. If it is determined that the Asset Manager has not been meeting its obligations as set out in the Asset Management Agreement, the independent Trustees may determine the continuation of the Asset Management Agreement is not in the best interests of Unitholders and that its termination at the end of the then current renewal term should be submitted to a vote of Unitholders at a meeting of Unitholders. If such termination is approved by at least two-thirds of the votes cast by the Unitholders at such meeting, the REIT or its affiliates will have the right to terminate the Asset Management Agreement, provided that the REIT or its affiliates provide the Asset Manager with at least 12 months' prior written notice of such termination; otherwise, the Asset Manager shall automatically be rehired at the end of the current renewal term for the next renewal term.

The Asset Management Agreement with terminate automatically: (a) as to any assets subject to the Asset Management Agreement, on the date such assets are disposed of by the REIT or its affiliates; or (b) on the date when all of the assets subject to the Asset Management Agreement are disposed of by the REIT or its affiliates, or when neither the REIT nor its affiliates have any direct or indirect ownership interest in the assets subject to the Asset Management Agreement.

The REIT has the right to terminate the Asset Management Agreement upon the following events of default, in each case unless the Asset Manager has cured such default within 30 days following receipt of notice of such default: (a) the commission by the Asset Manager of any act constituting fraud, willful misconduct, breach of fiduciary duty, gross negligence or a willful breach of applicable laws in connection with the performance of its duties as the Asset Manager, (b) if, in the performance or failure in the performance of the duties, the Asset Manager demonstrates a willful disregard for the best interests of the REIT or its affiliates, (c) the material breach by the Asset Manager in the performance of any of its obligations under the Asset Management Agreement; (d) the assignment by the Asset Manager of its interest under the Asset Management Agreement in contravention of agreement itself; or (e) the persistent, continuing failure by the Asset Manager in the performance of its material obligations under the Asset Management Agreement and the continuing failure by the Asset Manager to cure any breach of any of its obligations after notice has been given by the REIT or its affiliates. The REIT also has the right to terminate the Asset Management Agreement for certain events relating to the bankruptcy or insolvency of the Asset Manager.

The Asset Manager has the right to terminate the Asset Management Agreement upon 180 days' prior written notice to the REIT.

Property Management Agreement

Pursuant to a master property management agreement dated November 16, 2012 (the "**Property Management Agreement**"), NWI Property Management Inc. (the "**Property Manager**"), an affiliate of NWVP serves as the REIT and its affiliates' property manager. Pursuant to the Property Management Agreement, the Property Manager provides customary property and facility management services in respect of each of the REIT's properties, including monitoring rental payments; supervising and directing the making of renovations, repairs and maintenance; supervising technical services; maintaining heating, ventilation and air conditioning equipment and ensuring proper climate control; maintaining interior and exterior common areas of the properties; arranging and supervising security; paying charges and expenses relating to the operation of the properties; monitoring the payment of local VAT and other taxes; and other general services necessary for the management, operation and maintenance of the REIT's properties.

The Property Manager is entitled to subcontract out certain obligations under the Property Management Agreement relating to the day-to-day operation of the REIT's properties (e.g. leasing, tenant relations and other property management-like functions) where it is appropriate to do so provided that (a) it shall do so at its own cost, and (b) no such subcontracting will relieve the Property Manager of its obligations under the Property Management Agreement. For clarity, the Property Manager may subcontract or delegate any or all of its duties or obligations under the Property Management Agreement to an affiliate of the Property Manager without the consent of the REIT.

The Property Manager is entitled to receive a market management fee as appropriate for the specific assets and specific markets in which the assets in which are located. These fees may include compensation for building operations, property administration, leasing, construction management and any other reasonable property management service that is required in the context of managing the buildings.

The Property Management Agreement will continue in perpetuity, subject to earlier termination described below. Notwithstanding the foregoing, in the event (i) the Property Manager and its affiliates cease to own at least 5% of the outstanding Units (assuming the exchange of all units exchangeable into Units), or (ii) the aggregate economic interest of the Property Manager and its affiliates in the REIT (taking into account the value of all units exchangeable into Units) falls below $50 million, the REIT or its affiliates will have the option to convert the Property Management Agreement into a fixed term agreement. Upon the exercise of such option, the Property Management Agreement shall instead be for a term of five years and will be renewable for further five year terms, subject to the termination provisions of the Property Management Agreement. Subject to the termination provisions of the Property Management Agreement, the Property Manager shall automatically be rehired at the expiration of the initial fixed term and each subsequent renewal term. At least 16 months prior to the end of the first renewal term and each subsequent renewal term thereafter, the independent Trustees will assess the performance of the Property Manager under the Property Management Agreement. If it is determined that the Property Manager has not been meeting its obligations as set out in the Property Management Agreement, the independent Trustees may determine the continuation of the Property Management Agreement is not in the best interests of Unitholders and that its termination at the end of the then current renewal term should be submitted to a vote of Unitholders at a meeting of Unitholders. If such termination is approved by at least two-thirds of the votes cast by the Unitholders at such meeting, the REIT or its affiliates will have the right to terminate the Property Management Agreement, provided that the REIT or its affiliates provide the Property Manager with at least 12 months' prior written notice of such termination; otherwise, the Property Manager shall automatically be rehired at the end of the then current renewal term for the next renewal term.

The Property Management Agreement will terminate automatically: (a) as to any property subject to the Property Management Agreement, on the date such property is disposed of by the REIT or its affiliates; or (b) on the date when all of the property subject to the Property Management Agreement is disposed of by the REIT or its affiliates, or when neither the REIT nor its affiliates have any direct or indirect ownership interest in the property subject to the Property Management Agreement.

The REIT and its affiliates have the right to terminate the Property Management Agreement upon the following events of default, in each case unless the Property Manager has cured such default within 30 days following receipt of notice of such default: (a) the commission by the Property Manager of any act constituting fraud, willful misconduct, breach of fiduciary duty, gross negligence or a willful breach of applicable laws in connection with the performance of its duties as the Property Manager, (b) if, in the performance or failure in the performance of the duties, the Property Manager demonstrates a willful disregard for the best interests of the REIT or its affiliates, (c) the material breach by the Property Manager in the performance of any of its obligations under the Property Management Agreement; (d) the assignment by the Property Manager of its interest under the Property Management Agreement in contravention of agreement itself; or (e) the persistent, continuing failure by the Property Manager in the performance of its material obligations under the Property Management Agreement and the continuing failure by the Property Manager to cure any breach of any of its obligations after notice has been given by the REIT or its affiliates. The REIT or its affiliates also has the right to terminate the Property Management Agreement for certain events relating to the bankruptcy or insolvency of the Property Manager.

The Property Manager may terminate the Property Management Agreement, in whole or in part (with respect to any property), on 180 days' written notice to the REIT.

Development Agreement

Pursuant to a development agreement dated November 16, 2012 (the "**Development Agreement**"), NWI Development Management Inc. (the "**Developer**"), an affiliate of NWVP, serves as NWI LP's exclusive developer. Pursuant to the Development Agreement, the Developer provides NWI LP with a preferential right to acquire all healthcare buildings proposed to be developed by the Developer or its affiliates save for development properties in Canada so long as the Developer is not subject to a prior obligation to NWHP REIT. This preferential right shall remain in place for the duration of the agreement unless NWI LP fails to approve any two development deals consecutively or any three development deals within a 12 month timeframe, in which case the right shall cease.

If NWI LP elects not to participate in a development opportunity, the Developer will be entitled to develop and sell the property as it sees fit. If NWI LP elects to participate in the development opportunity, NWI LP will be afforded the opportunity to work with the Developer in the planning and design of and the budgeting for the property. All determinations required to be made by NWI LP in connection with the decision to participate in a development opportunity under the Development Agreement will be made by the independent trustees.

The Developer will have the option to require NWI LP to provide mezzanine loan financing to the Developer if NWI LP elects to pursue a development opportunity. The mezzanine loan, if any, will be in a maximum amount equal to 35% of the budgeted development costs, as a condition to which the Developer must have made an equity contribution in the development project in a minimum amount equal to 10% of the budgeted development costs. The balance of the development costs will be financed by conventional construction financing arranged by the Developer or other method of senior financing as set out in a summary business plan and approved by NWI LP, or will be advanced by the Developer itself. Until such time as senior financing is arranged and approved, NWI LP and the Developer shall advance 90% and 10% of budgeted development costs, respectively (provided that in no event shall NWI LP be required to advance more than 35% of the total budgeted development costs).

Each mezzanine loan will generally be advanced each following delivery to NWI LP of a summary business plan of the development opportunity (including a construction schedule, budgeted development costs and the Developer's projected rate of return on investment on a sale of the development property). Each loan will bear interest, calculated at the time of advance, at a rate equal to the projected NOI yield on the stabilized development (but in no event less than the NWI LP's weighted average cost of capital).

Each mezzanine loan will mature upon the earlier of (a) twelve months following the scheduled date for receipt of a certificate of occupancy as set out in the construction schedule delivered to NWI LP, and (b) the date on which NWI LP acquires its interest in the development property or the date on which the Developer disposes of all or part of the development property to a third party if NWI LP fails to exercise its right of first opportunity to acquire such development property.

Each mezzanine loan will be non-recourse to the Developer and will be subordinate to construction financing and will be assignable to NWI LP's lenders. Construction (or other) financing secured by any development property in respect of which NWI LP has provided mezzanine loan financing will not be cross-collateralized to the other Developer debt.

Once a development property is substantially complete and at least 80% of the GLA of the property is leased, the fair market value of the property will be determined by an independent third-party appraiser. If the sale of the property at a price equal to its appraised fair market value would provide the Developer with the rate of return on investment disclosed to NWI LP in the initial summary business plan (or higher), the Developer will be required to offer to sell the property to NWI LP for such price, and NWI LP will be obligated to complete the purchase. The purchase may be deferred by NWI LP for up to 90 days in the event that NWI LP is unable to obtain acquisition financing on reasonably acceptable terms. In this event the term of the mezzanine loan shall be extended to the deferred closing date.

If a sale of the property at the appraised value would not provide the Developer with the rate of return on investment disclosed to NWI LP in the initial summary business plan (or higher), the Developer may retain the property and the term of the mezzanine loan shall be extended 12 months.

If the Developer subsequently decides to sell a retained property, the Developer must first provide NWI LP a right of first opportunity to purchase the property on terms specified by the Developer, and NWI LP may accept the new offer any time within 30 days thereafter at the discretion of the REIT's board of trustees (the "**Board of Trustees**"). If NWI LP elects not to exercise its right of first opportunity, the Developer may sell to a third party on terms no more favourable to the third party purchaser than the terms offered to NWI LP, for a period of 270 days thereafter.

Throughout the term of the Development Agreement, the Developer is the exclusive developer for NWI LP. NWI LP is obligated to engage the Developer to undertake all development or redevelopment projects on behalf of NWI LP.

The Development Agreement will continue in perpetuity, subject to earlier termination described below. Notwithstanding the foregoing, in the event (i) the Developer and its affiliates cease to own at least 5% of the outstanding Units (assuming the exchange of all units exchangeable into Units), or (ii) the aggregate economic interest of the Developer and its affiliates in the REIT (taking into account the value of all units exchangeable into Units) falls below $50 million, NWI LP will have the option to convert the Development Agreement into a fixed term agreement. Upon the exercise of such option, the Development Agreement shall instead be for a term of five years and will be renewable for further five year terms, subject to the termination provisions of the Development Agreement. Subject to the termination provisions of the Development Agreement, the Developer shall automatically be rehired at the expiration of the initial fixed term and each subsequent renewal term. At least 16 months prior to the end of the first renewal term and each subsequent renewal term thereafter, the independent Trustees will assess the performance of the Developer under the Development Agreement. If it is determined that the Developer has not been meeting its obligations as set out in the Development Agreement, the independent Trustees may determine the continuation of the Development Agreement is not in the best interests of Unitholders and that its termination at the end of the then current renewal term should be submitted to a vote of Unitholders at a meeting of Unitholders. If such termination is approved by at least two-thirds of the votes cast by the Unitholders at such meeting, NWI LP will have the right to terminate the Development Agreement, provided that NWI LP provides the Developer with at least 12 months' prior written notice of such termination; otherwise, the Developer shall automatically be rehired at the end of the current renewal term for the next renewal term.

NWI LP has the right to terminate the Development Agreement upon the following events of default, in each case unless the Developer has cured such default within 30 days following receipt of notice of such default: (a) the commission by the Developer of any act constituting fraud, willful misconduct, breach of fiduciary duty, gross negligence or a willful breach of applicable laws in connection with the performance of its duties as the Developer, (b) if, in the performance or failure in the performance of the duties, the Developer demonstrates a willful disregard for the best interests of the REIT or its affiliates, (c) the material breach by the Developer in the performance of any of its obligations under the Development Agreement; (d) the assignment by the Developer of its interest under the Development Agreement in contravention of agreement itself; or (e) the persistent, continuing failure by the Developer in the performance of its material obligations under the Development Agreement and the continuing failure by the Developer to cure any breach of any of its obligations after notice has been given by NWI LP or its affiliates. NWI LP also has the right to terminate the Development Agreement for certain events relating to the bankruptcy or insolvency of the Developer.

The Developer has the right to terminate the Development Agreement upon 180 days' prior written notice to NWI LP.

With the exception of a termination of the Development Agreement pursuant to an event of default, to the extent that an option to participate in a development property has been granted by the Developer to NWI LP, the provisions of the Development Agreement will survive any termination in respect of such development property until such time that development property is sold to NWI LP or a third party in accordance with the provisions of the Development Agreement.

Class C Amount Pursuant to the NWI LP Agreement

An affiliate of NWVP serves as general partner of NWI LP, and in such capacity is entitled to an annual payment based on the growth of the REIT's net tangible assets, referred to as the "**Class C Amount**". The Class C Amount is equal to (a) 15% of Gross All In Return in excess of 8%, and (b) 20% of Gross All In Return in excess of 12%. Should there be a substantial change to the REIT's operating policies (including but not limited to: (i) leverage, (ii) payout ratio, and (iii) corporate structure) ("**Operating Policies**"), the Class C Amount shall be adjusted to provide for an amount equal to what the Class C Amount would have been had the REIT's Operating Policies remained consistent with the prior Performance Period.

For purposes of the Class C Amount, "**Gross All In Return**" means the annual increase in Net Asset Value of the REIT over the relevant Performance Period. The increase shall be measured between the first and last days of each Performance Period. Should there be a distribution of capital, such distribution shall be added back for the purposes of this calculation. Should there be any issuances of capital during the Performance Period, such amounts shall be excluded for the purposes of this calculation.

For purposes of the Class C Amount, "**Net Asset Value**" means the value of total net assets as reported in the REIT's IFRS financial statements, with adjustments to:

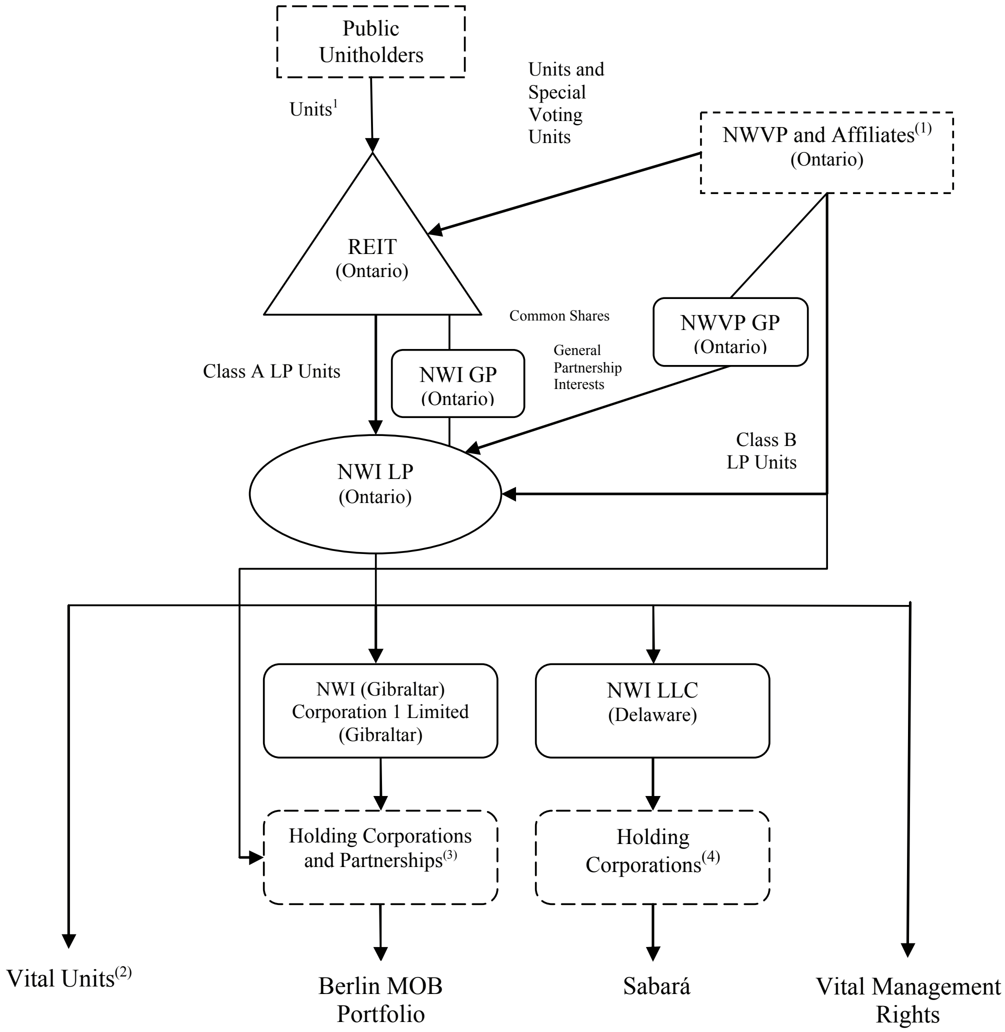
(i) exclude deferred income taxes, Class B LP Units, Class D LP Units and investments in subsidiaries;

(ii) include the net asset value of equity accounted for subsidiaries on a fair market value proportionately consolidated basis and fair market value adjustments on tangible assets and liabilities which are not otherwise reported at fair market value; and

(iii) reflect any other adjustments that would be customary in determining the net asset value of a publicly traded real estate investment trust.

STRUCTURE OF THE REIT

Set out below is the simplified structure of the REIT:



Notes:

1. Following Closing, NWVP will, directly or indirectly, own: (a) 26,519,211 Units, representing approximately 62% of the Units outstanding on Closing (assuming no exercise of the Over-Allotment Option), and (b) approximately 55,944,444 Class B LP Units, representing all of the Class B LP Units outstanding on Closing.
2. The REIT indirectly has exposure to the Vital Units, which represents exposure to an approximate 20% interest of Vital Trust. The Vital Units are subject to the Vital SLA. See "Assets of the REIT – New Zealand – Vital Trust – The Vital SLA".
3. NWI (Gibraltar) Corporation 1 owns 90% of the common shares of NWI (Gibraltar) Corporation 2, NWI (Gibraltar) Corporation 3 and NWI (Luxembourg) Sarl. NorthWest International Management Company Inc., an affiliate of NWVP whose shares are held by Paul Dalla Lana, owns the remaining 10% of NWI (Gibraltar) Corporation 2, which in turn owns the remaining 10% of NWI (Gibraltar) Corporation 3. NWI (Gibraltar) Corporation 3 owns the remaining 10% of NWI (Luxembourg) Sarl., which in turn owns 100% of NWI Gesundheitsimmobilien GmbH & Co. KG, a German entity. Gesundheitsimmobilien GmbH & Co. KG owns 94.9% of the interests in the underlying properties that comprise the German MOB Portfolio (each held in a German limited partnership (Kommanditgesellschaft) or limited liability company (Gesellschaft mit beschränkter Haftung)), with the remaining 5.1% of the interests held by a third party.
4. NWI Healthcare Properties LLC ("**NWI LLC**") owns 31,878,199 or 99.99% of the shares of Northwest International Investimentos Imobiliários em Saúde S.A., which in turn owns 12,858,799 or 99.99% of the shares of Avenida Angélica Investimentos Imobiliários e Participações S.A., the owner of Sabará. A Brazilian citizen owns one share of each Northwest International Investimentos Imobiliários em Saúde S.A. and Avenida Angélica Investimentos Imobiliários e Participações S.A., representing the sole minority holder in each entity.

DECLARATION OF TRUST

The following is a summary of the material attributes and characteristics of the Declaration of Trust. This summary does not purport to be complete and is subject to, and qualified in its entirety by reference to, the terms of the Declaration of Trust, which will be filed with the Canadian securities regulatory authorities at www.sedar.com.

General

The REIT is an unincorporated open-ended real estate investment trust established pursuant to the Declaration of Trust under, and governed by, the laws of the Province of Ontario. Although the REIT currently qualifies as a "mutual fund trust" as defined in the Tax Act, the REIT is not be a "mutual fund" as defined by applicable securities legislation.

The Units are not "deposits" within the meaning of the *Canada Deposit Insurance Corporation Act* (Canada) and are not insured under the provisions of such Act or any other legislation. The Units are not shares in the REIT and Unitholders do not have statutory rights of shareholders of a corporation incorporated under either the *Business Corporations Act* (Ontario) or the *Canada Business Corporations Act* ("**CBCA**") including, for example, the right to bring "oppression" or "derivative" actions. Furthermore, the REIT is not a trust company and accordingly, is not registered under any trust and loan company legislation as it does not carry on or intend to carry on the business of a trust company.

Board Appointment Rights

The Declaration of Trust provides that, so long as NWVP has a direct or indirect interest of at least 5%, 25% or 50% of the REIT's units on a fully diluted basis, and the size of the Board of Trustees is set at five trustees, NWVP will have the right to appoint one, two and three trustees, respectively, to the Board of Trustees. The number of trustees that NWVP is entitled to appoint will be proportionately adjusted (rounding the number of appointees upwards) to account for any increase or decrease in the number of Trustees.

For so long as NWVP has appointees on the Board of Trustees, at least one NWVP appointee shall be appointed to any committee of Trustees established hereunder unless a NWVP appointee is not permitted to sit on such committee under applicable securities laws.

Investment Guidelines

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

(a) the REIT may only invest, directly or indirectly, in interests (including fee ownership and leasehold interests) in income–producing real estate and assets ancillary thereto necessary for the operation of such real estate and such other activities as are consistent with the other investment guidelines of the REIT;

(b) notwithstanding anything else contained in the Declaration of Trust, the REIT shall not make or hold any investment, take any action or omit to take any action or permit a subsidiary to make or hold any investment or take any action or omit to take any action that would result in:

   (i) the REIT not qualifying as a "mutual fund trust" or "unit trust" both within the meaning of the Tax Act; or

   (ii) Units not qualifying as qualified investments for Exempt Plans;

(c) the REIT may make its investments and conduct its activities, directly or indirectly, through an investment in one or more persons on such terms as the Trustees may from time to time determine, including by way of joint ventures, partnerships (general or limited) and limited liability companies;

(d) the REIT shall not invest in rights to or interests in mineral or other natural resources, including oil or gas, except as incidental to an investment in real property;

(e) the REIT shall not invest in raw land for development, except for the development of new properties which may become capital property of the REIT, provided that the aggregate value of the investments of the REIT in raw land, excluding raw land under development which may be capital property, after giving effect to the proposed investment, will not exceed 10% of GBV; and

(f) the REIT may invest an amount (which, in the case of an amount invested to acquire real property, is the purchase price less the amount of any debt incurred or assumed in connection with such investment) up to 25% of the GBV of the REIT in investments which do not comply with the investment guidelines set forth in Declaration of trust, so long as the investment does not contravene subparagraph (b) above.

For the purpose of the foregoing restrictions, the assets, liabilities and transactions of a corporation or other entity wholly or partially-owned by the REIT will be deemed to be those of the REIT on a proportionate consolidation basis. In addition, any references in the foregoing to investment in real property will be deemed to include an investment in a joint venture arrangement that invests in real property.

Operating Policies

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

(a) (i) any written instrument creating an obligation which is or includes the granting by the REIT of a mortgage; and

(ii) to the extent the Trustees determine to be practicable and consistent with their fiduciary duties to act in the best interest of the Unitholders, any written instrument which is, in the judgment of the Trustees, a material obligation,

shall contain a provision, or be subject to an acknowledgement to the effect, that the obligation being created is not personally binding upon, and that resort must not be had to, nor will recourse or satisfaction be sought from, by lawsuit or otherwise, the private property of any of the Trustees, Unitholders, annuitants or beneficiaries under a plan of which a Unitholder acts as a trustee or carrier, or officers, employees or agents of the REIT, but that only property of the REIT or a specific portion thereof is bound; the REIT, however, is not required, but must use all reasonable efforts, to comply with this requirement in respect of obligations assumed by the REIT upon the acquisition of real property;

(b) subsidiaries of the REIT may engage in construction or development of real property provided such real property meets the REIT's investment guidelines and operating policies;

(c) title to each real property shall be held by and registered in the name of the REIT, NWI LP, the Trustees or a corporation or other entity majority–owned, directly or indirectly, by the REIT or NWI LP or jointly–owned, directly or indirectly, by the REIT or NWI LP, with joint venturers;

(d) the REIT shall not incur or assume any Indebtedness if, after giving effect to the incurrence or assumption of such Indebtedness, the total Indebtedness of the REIT would be more than 65% of GBV;

(e) the REIT shall not directly or indirectly guarantee any Indebtedness or liabilities of any kind of a third party, except Indebtedness or liabilities assumed or incurred by an entity in which the REIT holds an interest, directly or indirectly, or by an entity jointly owned by the REIT with joint venturers and operated solely for the purpose of holding a particular property or properties, where such Indebtedness, if granted by the REIT directly, would cause the REIT to contravene its investment guidelines or operating policies. The REIT is not required but shall use its reasonable best efforts to comply with this requirement (i) in respect of obligations assumed by the REIT pursuant to the acquisition of real property or (ii) if doing so is necessary or desirable in order to further the initiatives of the REIT permitted under the Declaration of Trust; and

(f) the REIT shall directly or indirectly obtain and maintain at all times property insurance coverage in respect of potential liabilities of the REIT and the accidental loss of value of the assets of the REIT from risks, in amounts, with such insurers, and on such terms as the Trustees consider appropriate, taking into account all relevant factors including the practice of owners of comparable properties.

For the purpose of the foregoing investment guidelines and operating policies, the assets, liabilities and transactions of a corporation or other entity wholly or partially–owned by the REIT will be deemed to be those of the REIT on a proportionate consolidation basis. In addition, any references in the foregoing investment guidelines and operating policies to investment in real property will be deemed to include an investment in a joint venture arrangement that invests in real property.

Amendments to Investment Guidelines and Operating Policies

Pursuant to the Declaration of Trust, all of the investment guidelines set out under the heading "Investment Guidelines" and the operating policies contained in paragraphs (a), (d), (e) and (f), set out under the heading "Operating Policies" may be amended only with the approval of two–thirds of the votes cast by Unitholders of the REIT at a meeting of Unitholders called for such purpose. The remaining operating policies may be amended with the approval of a majority of the votes cast by Unitholders at a meeting called for such purpose.

Units and Special Voting Units

An unlimited number of Units and Special Voting Units are authorized for issuance pursuant to the Declaration of Trust. As at November 16, 2012 there were 30,097,260 Units outstanding and 59,944,444 Special Voting Units outstanding.

Units

No Unit has any preference or priority over another. Each Unit represents a Unitholder's proportionate undivided beneficial ownership interest in the REIT and confers the right to one vote at any meeting of Unitholders and to participate *pro rata* in any distributions by the REIT, whether of net income, net realized capital gains or other amounts and, in the event of termination or winding-up of the REIT, in the net assets of the REIT remaining after satisfaction of all liabilities. Units are fully paid and non-assessable when issued and are transferable. The Units are redeemable at the holder's option, as described below under "Redemption Right" and have no other conversion, retraction, redemption or pre-emptive rights. Fractional Units may be issued as a result of an act of the Trustees, but fractional Units will not entitle the holders thereof to vote, except to the extent that such fractional Units may represent in the aggregate one or more whole Units.

Special Voting Units

Special Voting Units have no economic entitlement in the REIT but entitle the holder to one vote per Special Voting Unit at any meeting of the Unitholders of the REIT. Special Voting Units may only be issued in connection with or in relation to Class B LP Units for the purpose of providing voting rights with respect to the REIT to the holders of such securities. Special Voting Units are issued in conjunction with the Class B LP Units to which they relate, and are evidenced only by the certificates representing such Class B LP Units. Special Voting Units are not transferable separately from the Class B LP Units to which they are attached and will be automatically transferred upon the transfer of such Class B LP Units. Each Special Voting Unit entitles the holder thereof to that number of votes at any meeting of Unitholders that is equal to the number of Units that may be obtained upon the exchange of the Class B LP Unit to which such Special Voting Unit is attached. Upon the exchange or surrender of a Class B LP Unit for a Unit, the Special Voting Unit attached to such Class B LP Unit will automatically be redeemed and cancelled for no consideration without any further action of the Trustees, and the former holder of such Special Voting Unit will cease to have any rights with respect thereto.

Meetings of Unitholders

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

A meeting of Unitholders may be convened at any time and for any purpose by the Trustees and must be convened, except in certain circumstances, if requisitioned in writing by the holders of not less than 10% of the Units and Special Voting Units permitted to vote then outstanding. A requisition must state in reasonable detail the business proposed to be transacted at the meeting. Unitholders have the right to obtain a list of Unitholders to the same extent and upon the same conditions as those which apply to shareholders of a corporation governed by the CBCA.

Unitholders may attend and vote at all meetings of Unitholders either in person or by proxy. Two persons present in person or represented by proxy, and such persons holding or representing by proxy not less in aggregate than 5% of the total number of outstanding Units and Special Voting Units, will constitute a quorum for the transaction of business at all such meetings. Any meeting at which a quorum is not present within one-half hour after the time fixed for the holding of such meeting, if convened upon the request of the Unitholders, will be terminated, but in any other case, the meeting will stand adjourned to a day not less than 14 days later and to a place and time as chosen by the chair of the meeting, and if at such adjourned meeting a quorum is not present, the Unitholders present either in person or by proxy will be deemed to constitute a quorum.

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

Redemption Right

Units are redeemable at any time on demand by the holders thereof upon delivery to the REIT of a duly completed and properly executed notice requesting redemption in a form reasonably acceptable to the Trustees, together with written instructions as to the number of Units to be redeemed. A Unitholder not otherwise holding a fully registered Unit certificate who wishes to exercise the redemption right will be required to obtain a redemption notice form from the Unitholder's investment dealer who will be required to deliver the completed redemption notice form to the REIT and to CDS. Upon receipt of the redemption notice by the REIT, all rights to and under the Units tendered for redemption shall be surrendered and the holder thereof will be entitled to receive a price per Unit (the "**Redemption Price**") equal to the lesser of:

(i) 90% of the "Market Price" of a Unit calculated as of the date on which the Units were surrendered for redemption (the "**Redemption Date**"); and

(ii) 100% of the "Closing Market Price", as described in this section, on the Redemption Date.

For purposes of this calculation, the "**Market Price**" of a Unit as at a specified date will be:

(i) an amount equal to the weighted average trading price of a Unit on the principal exchange or market on which the Units are listed or quoted for trading during the period of 10 consecutive trading days ending on such date;

(ii) an amount equal to the weighted average of the Closing Market Prices of a Unit on the principal exchange or market on which the 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

(iii) 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 Units for each day on which there was no trading; the closing price of the 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 Units for each day that there was trading, if the market provides only the highest and lowest prices of Units traded on a particular day.

The "**Closing Market Price**" of a Unit for the purpose of the foregoing calculations, as at any date will be:

(i) an amount equal to the weighted average trading price of a Unit on the principal exchange or market on which the Units are listed or quoted for trading on the specified date and the principal exchange or market provides information necessary to compute a weighted average trading price of the Units on the specified date;

(ii) an amount equal to the closing price of a Unit on the principal market or exchange if there was a trade on the specified date and the principal exchange or market provides only a closing price of the Units on the specified date;

(iii) an amount equal to the simple average of the highest and lowest prices of the 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 Units on the specified date; or

(iv) the simple average of the last bid and last asking prices of the Units on the principal market or exchange, if there was no trading on the specified date.

If Units are not listed or quoted for trading in a public market, the Redemption Price will be the fair market value of the Units, which will be determined by the Trustees in their sole discretion.

The aggregate Redemption Price payable by the REIT in respect of any Units surrendered for redemption during any calendar month will be paid by cheque, drawn on a Canadian chartered bank or trust company in Canadian dollars within 30 days after the end of the calendar month in which the Units were tendered for redemption, provided that the entitlement of Unitholders to receive cash upon the redemption of their Units is subject to the limitations that: (i) the total amount payable by the REIT in respect of such Units and all other Units tendered for redemption in the same calendar month must not exceed $50,000 (provided that such limitation may be waived at the discretion of the Trustees); (ii) on the date such Units are tendered for redemption, the outstanding Units must be listed for trading on the TSX or traded or quoted on any other stock exchange or market which the Trustees consider, in their sole discretion, provides representative fair market value prices for the Units; (iii) the normal trading of Units is not suspended or halted on any stock exchange on which the Units are listed (or, if not listed on a stock exchange, in any market where the Units are quoted for trading) on the Redemption Date or for more than five trading days during the 10-day trading period commencing immediately before the Redemption Date; and (iv) the redemption of the Units must not result in the delisting of the Units on the principal stock exchange on which the Units are listed.

Cash payable on redemptions will be paid *pro rata* to all Unitholders tendering Units for redemption in any month. To the extent a Unitholder is not entitled to receive cash upon the redemption of Units as a result of any of the foregoing limitations, then the balance of the Redemption Price for such Units will, subject to any applicable regulatory approvals, be paid and satisfied by way of a distribution *in specie* to such Unitholder of Redemption Notes. In the event of distributions of Redemption Notes, each Redemption Note so distributed to the redeeming holder of Units shall be in the principal amount of $100 or such other amount as may be determined by the Trustees. No fractional Redemption Notes shall be distributed and where the number of Redemption Notes to be received upon redemption by a holder of Units would otherwise include a fraction, that number shall be rounded down to the next lowest whole number. The Trustees may deduct or withhold from all payments or other distributions payable to any Unitholder pursuant to the Declaration of Trust all amounts required by law to be so withheld. Where the REIT makes a distribution *in specie* on the redemption of Units of a Unitholder, the REIT currently intends to allocate to that Unitholder any capital gain or income realized by the REIT on or in connection with such distribution. See "Certain Canadian Federal Income Tax Considerations".

Purchases of Units by the REIT

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

Take–Over Bids

The Declaration of Trust contains provisions to the effect that if a take-over bid or issuer bid is made for Units within the meaning of the *Securities Act* (Ontario) and not less than 90% of the Units (other than Units held at the date of the take-over bid by or on behalf of the offeror or associates or affiliates of the offeror) are taken up and paid for by the offeror, the offeror will be entitled to acquire the Units held by Unitholders who do not accept the offer either, at the election of each Unitholder, on the terms offered by the offeror or at the fair value of such Unitholder's Units determined in accordance with the procedures set out in the Declaration of Trust.

The Declaration of Trust and the Exchange Agreement will provide that if a non-exempt take-over bid from a person acting at arm's length to holders of the LP Units (or any associate or affiliate thereof) is made for the Units and such take-over bid is not structured such that holders of LP Units can exchange into Units conditional on take-up, then, provided that not less than 25% of the Units (other than Units held at the date of the take-over bid by or on behalf of the offeror or associates or affiliates of the offeror) are taken-up and paid for pursuant to the non-exempt bid, from and after the date of first take-up of Units under the said take-over bid in excess of the foregoing threshold the LP Units held by persons other than the REIT will be exchangeable at an exchange ratio equal to 110% of the exchange ratio previously in effect, such that, based on the current one-to-one exchange ratio, on exchange the holder of LP Units will receive 1.1 Units for each Unit that the holder would otherwise have received. Notwithstanding any adjustment on completion of an exclusionary offer as described above, the distribution rights attaching to the LP Units will also not be adjusted until the exchange right is actually exercised.

Issuance of Units

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

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

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

Book–Based System

At the option of the Trustees, one or more Global Unit Certificates (each a "**Global Unit Certificate**") may be issued in the name of and deposited by the Transfer Agent with, or on behalf of, CDS as custodian of such Global Unit Certificate and registered by the Transfer Agent in the name of CDS or its nominee. No beneficial holder of Units represented in part by a Global Unit Certificate will be entitled to a certificate or other instrument from the Trust or CDS evidencing that beneficial holder's ownership thereof except in the circumstances where CDS resigns or is removed from its responsibilities as depository and the REIT is unable or does not wish to locate a qualified successor. Beneficial interests in a Global Unit Certificate will be represented only through the book-entry system of CDS. Transfers of Units between participants of CDS shall occur in accordance with CDS's rules and procedures.

Units issued in the form of a Global Unit Certificate will be issued in fully registered form to holders or their nominees, other than CDS or its nominee, only if: (i) the REIT is required to do so by applicable law; (ii) the depository system of CDS ceases to exist; (iii) the REIT determines that CDS is no longer willing or able or qualified to discharge properly its responsibility as depository and the REIT is unable to locate a qualified successor; or (iv) the REIT at its option elects to terminate the book-entry system in respect of such Units through CDS.

Transfer and Exchange of Units

Transfers of beneficial ownership of Units represented by Global Unit Certificates will be effected through records maintained by CDS or its nominees (with respect to interests of participants) and on the records of participants (with respect to interests of persons other than participants). Unless the REIT elects, in its sole discretion, to prepare and deliver definitive certificates representing the Units, beneficial owners who are not participants in the book-entry system administered by CDS, but who desire to purchase, sell or otherwise transfer ownership of or other interest in global unit certificates, may do so only through participants in the book-entry system administered by CDS.

The ability of a beneficial owner of an interest in a Unit represented by a Global Unit Certificate to pledge the Unit or otherwise take action with respect to such owner's interest in the Unit represented by a Global Unit Certificate (other than through a participant) may be limited due to the lack of a physical certificate.

Registered holders of definitive certificates representing Units may transfer such Units upon payment of taxes or other charges incidental thereto, if any, by executing and delivering a form of transfer together with the Unit certificates to the registrar for the Units at its principal office in the City of Toronto, Ontario or such other city or cities as may from time to time be designated by the REIT, whereupon new Unit certificates will be issued in authorized denominations in the same aggregate principal amount as the Unit certificates so transferred, registered in the name of the transferees.

Limitation on Non–Resident Ownership

In order for the REIT to maintain its status as a "mutual fund trust" under the Tax Act, the REIT must not be established or maintained primarily for the benefit of Non-Residents. Accordingly, at no time may Non-Residents be the beneficial owners of more than 49% of the Units and the Trustees will inform the Transfer Agent and registrar of this restriction. The Trustees may require declarations as to the jurisdictions in which beneficial owners of Units are resident. If the Trustees become aware, as a result of requiring such declarations as to beneficial ownership or otherwise, that the beneficial owners of 49% of the Units then outstanding are, or may be, Non-Residents or that such a situation is imminent, the Trustees may make a public announcement thereof and will not accept a subscription for Units from or issue Units to a person unless the person provides a declaration that the person is not a Non-Resident. If, notwithstanding the foregoing, the Trustees determine that more than 49% of the Units are held by Non-Residents, the Trustees may send a notice to Non-Resident holders of Units, chosen in inverse order to the order of acquisition or registration or in such manner as the Trustees may consider equitable and practicable, requiring them to sell their Units or a portion thereof within a specified period of not less than 60 days. If the Unitholders receiving such notice have not sold the specified number of Units or provided the Trustees with satisfactory evidence that they are not Non-Residents within such period, the Trustees may, on behalf of such Unitholders sell such Units and, in the interim, must suspend the voting and distribution rights attached to such Units. Upon such sale the affected holders will cease to be holders of Units and their rights will be limited to receiving the net proceeds of sale, subject to the right to receive payment of any distribution declared by the Trustees which is unpaid and owing to such Unitholders. The Trustees will have no liability for the amount received provided that they act in good faith. Pursuant to the NWI LP Agreement, a holder of the Class B LP Units will agree not to take any action that would result in the Class B LP Units being held by a Non-Resident. See "NWI LP".

Information and Reports

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

Amendments to Declaration of Trust

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

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

(a) an exchange, reclassification or cancellation of all or part of the Units or Special Voting Units;

(b) the addition, change or removal of the rights, privileges, restrictions or conditions attached to the Units or Special Voting Units;

(c) any constraint of the issue, transfer or ownership of the Units or the change or removal of such constraint, except as described herein;

(d) the sale or transfer of the assets of the REIT as an entirety or substantially as an entirety (other than as part of an internal reorganization of the assets of the REIT approved by the Trustees);

(e) the termination of the REIT;

(f) the combination, amalgamation or arrangement of any of the REIT or its subsidiaries with any other entity; and

(g) except as described herein, the amendment of the Investment Guidelines and Operating Policies of the REIT. See "Declaration of Trust - Amendments to Investment Guidelines and Operating Policies".

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

(a) aimed at ensuring continuing compliance with applicable laws, regulations, requirements or policies of any governmental authority having jurisdiction over: (i) the Trustees or the REIT; (ii) the status of the REIT as a "mutual fund trust" under the Tax Act; or (iii) the distribution of Units;

(b) which, in the opinion of the Trustees, provide additional protection for the Unitholders;

(c) to remove any conflicts or inconsistencies in the Declaration of Trust or to make minor corrections which are, in the opinion of the Trustees, necessary or desirable and not prejudicial to the Unitholders;

(d) which, in the opinion of the Trustees, are necessary or desirable to remove conflicts or inconsistencies between the disclosure in this prospectus and the Declaration of Trust;

(e) of a minor or clerical nature or to correct typographical mistakes, ambiguities or manifest omissions or errors, which amendments, in the opinion of the Trustees, are necessary or desirable and not prejudicial to the Unitholders;

(f) which, in the opinion of the Trustees, are necessary or desirable as a result of changes in taxation or other laws, or accounting standards (including the implementation of IFRS) from time to time which may affect the Trust or its beneficiaries or to ensure that the Units qualify as equity for the purposes of IFRS;

(g) which, in the opinion of the Trustees, are necessary or desirable to enable the REIT to implement a Unit option or purchase plan or issue Units for which the purchase price is payable in instalments;

(h) which, in the opinion of the Trustees, are necessary or desirable (i) to create and issue one or more new classes of preferred equity securities of the REIT (each of which may be comprised of unlimited series) that rank in priority to the Units (in payment of distributions and in connection with any termination or winding up of the REIT), and/or (ii) to remove the redemption right attaching to the Units and convert the REIT into a closed-end limited purpose trust;

(i) which, in the opinion of the Trustees, are necessary or desirable for the REIT to qualify for a particular status under, or as a result of changes in, taxation or other laws, or the interpretation of such laws, including to qualify for the definition of "real estate investment trust" in the Tax Act or to otherwise prevent the REIT or any of its subsidiaries from becoming subject to tax under the SIFT Rules;

(j) to create one or more additional classes of units solely to provide voting rights to holders of shares, units or other securities that are exchangeable for Units entitling the holder thereof to a number of votes not exceeding the number of Units into which the exchangeable shares, units or other securities are exchangeable or convertible but that do not otherwise entitle the holder thereof to any rights with respect to the REIT's property or income other than a return of capital;

(k) to restrict ownership of the Units to less than 20 percent of the outstanding Units if, in the opinion of the Trustees, such limitation is desirable for foreign tax purposes;

(l) to structure the fee arrangements in the Asset Management Agreement as an equity interest in a general partner of NWI LP; and

(m) for any purpose (except one in respect of which a Unitholder vote is specifically otherwise required) which, in the opinion of the Trustees, is not prejudicial to Unitholders and is necessary or desirable.

Provided NWVP holds at least a 5% voting interest in the REIT, (a) no amendment shall be made that limits or alters the approval or appointment rights of NWVP without the express written consent of NWVP, and (b) NWVP's approval shall be required for any change to the number of Trustees.

NWI LP

The following is a summary of the material attributes and characteristics of the NWI LP Agreement. This summary does not purport to be complete and is subject to, and qualified in its entirety by reference to, the terms of the NWI LP Agreement, which has been filed with the Canadian securities regulatory authorities at www.sedar.com.

General

NWI LP is a limited partnership formed under the laws of the Province of Ontario and governed by the NWI LP Agreement. The general partners of NWI LP are: (a) NWI Healthcare Properties GP Inc. (the "**REIT GP**"), a company incorporated under the laws of the Province of Ontario, a wholly-owned subsidiary of the REIT, and (b) NWVP (NWI LP) GP Inc. ("**NWVP GP**"), a wholly-owned subsidiary of NWVP.

Partnership Units

NWI LP has outstanding the following partnership units: (a) class A limited partnership units ("**Class A LP Units**"), all of which are held by the REIT; (b) Class B LP Units, all of which are held by NWVP and its affiliates; (c) class C general partnership units ("**Class C GP Units**"), all of which are held by NWVP GP; (d) class D general partnership units ("**Class D GP Units**"), none of which are currently outstanding; and (e) class E general partnership units ("**Class E GP Units**"), all of which are held by the REIT GP.

The Class B LP Units and Class D GP Units are, in all material respects, economically equivalent to the Units on a per unit basis. Under the Exchange Agreement, the Class B LP Units and Class D GP Units are exchangeable on a one-for-one basis for Units at any time at the option of their holder, unless the exchange would jeopardize the REIT's status as a "mutual fund trust" under the Tax Act. In addition, NWI LP is entitled to require the redemption of the Class B LP Units and Class D GP Units in certain specified circumstances.

Pursuant to the NWI LP Agreement, taxable income of NWI LP is allocated as follows: (a) first, to the holders of Class E GP Units in an amount equal to 0.01% of income for tax purposes; (b) second, to the holders of Class C LP Units in amount equal to 0.01% of income for tax purposes; (c) the balance of NWI LP's income for tax purposes remaining for a given fiscal year that is not allocated to the holders of Class E GP Units and Class C GP Units is allocated to the holders of the LP Units and the holders of Class D GP Units in an amount calculated by multiplying the remaining income for tax purposes to be allocated to such partners by a fraction, the numerator of which is the sum of the distributions received or receivable by that partner in such fiscal year, and the denominator of which is the aggregate amount of distributions received or receivable by all limited partners and holders of Class D GP Units during such fiscal year. See "NWI LP – NWVP GP – Partnership Distribution Policy and Priority".

Pursuant to the NWI LP Agreement, the Class C GP Units held by NWVP GP have nominal economic entitlements but are convertible, on an annual basis, into, at NWVP GP's discretion, any combination of: (a) cash, in the amount of the Class C Amount; (b) a promissory note in the amount of the Class C Amount; or (c) a number of Class D GP Units determined by the formula "A/B", where "A" is equal to the Class C Amount in respect of a particular adjustment date and "B" is equal to the volume weighted average price of all Units traded on the stock exchange upon which the Units trade for the five trading days immediately preceding the applicable adjustment date. See "Relationship with NWVP – Class C Amount Pursuant to the NWI LP Agreement". During the time that the securities of the REIT are listed on the TSXV: (i) the number of Class D GP Units issuable to NWVP GP pursuant to the NWI LP Agreement, together with the number of Units or other securities of the REIT or its subsidiaries (other than Deferred Units) that may be convertible into Units issuable to the Asset Manager pursuant to the Asset Management Agreement, shall not exceed 15,193,031, and (ii) such maximum number of securities shall not be increased without the prior approval of the TSXV.

Except as required by law and in certain specified circumstances in which the rights of a holder of Class B LP Units or Class D GP Units, as the case may be, are affected, holders of Class B LP Units and Class D GP Units are not entitled to vote at any meeting of the partners of NWI LP.

Holders of Class A LP Units will be entitled to notice of, and to attend and vote at, all meetings of holders of Class A LP Units. No Class A LP Units will be issued to or held by Non-Residents.

Holders of Class C GP Units and Class E GP Units have the right to one vote for each respective general partner unit held in respect of all matters to be decided by the general partners of NWI LP.

Operation

The business and affairs of NWI LP will be managed and controlled by the REIT GP and, (subject to the oversight of the REIT GP), NWVP GP, both of which will be bound by the investment guidelines and operating policies applicable to the REIT. The limited partners of NWI LP will not be entitled to take part in the management or control of the business or affairs of NWI LP.

NWVP GP

Duties and Responsibilities of NWVP GP as a General Partner

The business and activities of NWVP GP are restricted to acting as a general partner of NWI LP. The duties and responsibilities of NWVP GP as a general partner of each of NWI LP is subject to the oversight of the REIT GP and consist of the following duties:

(g) providing the function of a senior management team to NWI LP;

(h) providing consultation and investment management advice;

(i) monitoring the financial performance of NWI LP;

(j) providing advice on strategic matters, including potential acquisitions, dispositions, financings, and development;

(k) identifying, evaluating, recommending and assisting in the structuring of acquisition, disposition and other transactions;

(l) making recommendations with respect to the payment of distributions and arrange for distributions to be paid pursuant to the NWI LP Agreement;

(m) managing day-to-day operations of NWI LP;

(n) providing and operating NWI LP's head office, including providing the office space, equipment supplies, support services and administrative, clerical and secretarial personnel incidental thereto;

(o) supervising property expansion, capital projects and development projects and providing periodic reports, as requested by the REIT GP, in respect thereof;

(p) providing the REIT and its representatives such information, documentation and materials relating to the performance of NWVP GP of its obligations hereunder as may be reasonably requested in writing and otherwise give such co-operation as may be reasonably requested in writing by the REIT;

(q) issuing Class A LP Units or Class B LP Units to limited partners of NWI LP as contemplated in the NWI LP Agreement;

(r) issuing Class C GP Units, Class D GP Units or Class E GP Units to general partners of NWI LP as contemplated in the NWI LP Agreement;

(s) managing, controlling and developing all the activities of NWI LP and taking all measures necessary or appropriate for the business of NWI LP or ancillary to its business, including, in its sole discretion proposing combinations with other partnerships or other entities, which proposal(s) will be subject to requisite approval by the partners of NWI LP;

(t) incurring and paying all costs and expenses in connection with NWI LP or relating to the business of NWI LP;

(u) engaging agents, including any affiliate or associate of the REIT GP (other than a limited partner of NWI LP), to assist it to carry out its management obligations to NWI LP or subcontract administrative functions to the REIT GP;

(v) maintaining, improving or changing any assets from time to time of NWI LP;

(w) seeing to the sound management of NWI LP, and managing, controlling and developing all the activities of NWI LP and take all measures necessary or appropriate for the business of NWI LP or ancillary thereto;

(x) acting as attorney-in-fact or agent of NWI LP in disbursing and collecting moneys for NWI LP, paying debts and fulfilling the obligations of NWI LP and handling and settling any claims of NWI LP;

(y) filing returns or other documents (including tax returns) required by any governmental authority or like authority;

(z) retaining legal counsel, experts, advisors or consultants as the REIT GP considers appropriate and rely upon the advice of those persons;

(aa) entering into and perform the obligations of NWI LP under the Exchange Agreement;

(bb) doing anything that is in furtherance of or incidental to the business of NWI LP or that is provided for in the NWI LP Agreement;

(cc) executing, acknowledging and delivering the documents necessary to effectuate any or all of the foregoing or otherwise in connection with the business of NWI LP;

(dd) filing any tax elections, forms, objections or notices of objection or similar documents on behalf of NWI LP and (to the extent necessary) on behalf of the partners of NWI LP under the Tax Act or any other tax legislation; and

(ee) carrying out the objects, purposes and business of NWI LP.

In performing its duties, NWVP GP is required to exercise the degree of care, diligence and skill that would be exercised by a professional, prudent and competent person who is experienced in performing substantially similar duties and responsibilities.

Partnership Distribution Policy and Priority

Pursuant to the NWI LP Agreement, taxable income of NWI LP is allocated as follows: (a) first, to the holders of Class E GP Units in an amount equal to 0.01% of income for tax purposes; (b) second, to the holders of Class C LP Units in amount equal to 0.01% of income for tax purposes; (c) the balance of NWI LP's income for tax purposes remaining for a given fiscal year that is not allocated to the holders of Class E GP Units and Class C GP Units is allocated to the holders of the LP Units and the holders of Class D GP Units in an amount calculated by multiplying the remaining income for tax purposes to be allocated to such partners by a fraction, the numerator of which is the sum of the distributions received or receivable by that partner in such fiscal year, and the denominator of which is the aggregate amount of distributions received or receivable by all limited partners and holders of Class D GP Units during such fiscal year.

Pursuant to the NWI LP Agreement, the Class C GP Units held by NWVP GP have nominal economic entitlements but are convertible, on an annual basis, into, at NWVP GP's discretion, any combination of: (a) cash, in the amount of the Class C Amount; (b) a promissory note in the amount of the Class C Amount; or (c) a number of Class D GP Units determined by the formula "A/B", where "A" is equal to the Class C Amount in respect of a particular adjustment date and "B" is equal to the volume weighted average price of all Units traded on the stock exchange upon which the Units trade for the five trading days immediately preceding the applicable adjustment date.

Removal of NWVP GP

In the event (i) NWVP GP and its affiliates cease to own at least 5% of the outstanding Units (assuming the exchange of all units exchangeable into Units), or (ii) the aggregate economic interest of NWVP GP and its affiliates in the REIT (taking into account the value of all units exchangeable into Units) falls below $50 million, the REIT GP will have the option to impose a fixed term on NWVP GP's role as a general partner of NWI LP. Upon the exercise of such option, NWVP GP's role as a general partner of NWI LP shall be subject a term of five years and will be renewable for further five year terms, subject to the termination provisions of the NWI LP Agreement. Subject to the termination provisions of the NWI LP Agreement, NWVP GP shall automatically continue as a general partner of NWI LP at the expiration of the initial fixed term and each subsequent renewal term. At least 16 months prior to the end of the first renewal term and each subsequent renewal term thereafter, the REIT shall cause the independent Trustees to assess the performance of NWVP GP as a general partner under the NWI LP Agreement. If it is determined that NWVP GP has not been meeting its obligations as set out in the NWI LP Agreement, the independent Trustees may determine the continuation of NWVP GP as a general partner of NWI LP is not in the best interests of Unitholders and that its termination at the end of the then current renewal term should be submitted to a vote of Unitholders at a meeting of Unitholders. If such termination is approved by at least two-thirds of the votes cast by the Unitholders at such meeting, the REIT GP shall have the right remove NWVP GP as a general partner of NWI LP, provided that the REIT GP provides NWVP GP with at least 12 months' prior written notice of such termination; otherwise, NWVP GP shall automatically continue as general partner of NWI LP at the end of the current renewal term for the next renewal term.

The REIT GP has the right to remove NWVP GP as a general partner of NWI LP upon the following events of default, in each case unless NWVP GP has cured such default within 30 days following receipt of notice of such default: (a) the commission by NWVP GP of any act constituting fraud, willful misconduct, breach of fiduciary duty, gross negligence or a willful breach of applicable laws in connection with the performance of its duties as general partner of NWI LP, (b) if, in the performance or failure in the performance of the duties, NWVP GP demonstrates a willful disregard for the best interests of the REIT or its affiliates, (c) the material breach by NWVP GP in the performance of any of its obligations under the NWI LP Agreement; (d) the assignment by NWVP GP of its interest under the NWI LP Agreement in contravention of agreement itself; or (e) the persistent, continuing failure by NWVP GP in the performance of its material obligations under the NWI LP Agreement and the continuing failure by NWVP GP to cure any breach of any of its obligations after notice has been given by the REIT GP. The REIT GP also has the right to remove NWVP GP as a general partner of NWI LP for certain events relating to the bankruptcy or insolvency of NWVP GP.

Upon removal of NWVP GP as a general partner of NWI LP, NWVP GP will be paid all expenses for which it is entitled to be reimbursed under the NWI LP Agreement together with any accrued and unpaid distributions and Class C Amount.

Right of NWVP GP to Resign

NWVP GP may resign as a general partner of NWI LP at any time upon 180 days' prior written notice to the REIT GP.

EXCHANGE AGREEMENT

The following is a summary of the material attributes and characteristics of the Exchange Agreement. This summary does not purport to be complete and is subject to, and qualified in its entirety by reference to, the terms of the Exchange Agreement, which has been filed with the Canadian securities regulatory authorities at www.sedar.com.

Exchange Rights

The Exchange Agreement provides NWVP with the right to require the REIT to exchange each Class B LP Unit for one Unit (the "**Exchange Right**"), subject to customary anti-dilution adjustments and the adjustments described under "Declaration of Trust". Collectively, the exchange rights granted by the REIT are referred to as the "exchange rights".

The exchange procedure may be initiated at any time by the holder of a Class B LP Unit so long as all of the following conditions have been met:

- the exchange would not cause the REIT to breach the restrictions respecting Non-Resident ownership contained in the REIT's Declaration of Trust as described under "Declaration of Trust" or otherwise cause it to cease to be a "mutual fund trust" for purposes of the Tax Act or create a substantial risk of such cessation;

- the REIT is legally entitled to issue the Units in connection with the exercise of the exchange rights; and

- the person receiving the Units upon the exercise of the exchange rights complies with all applicable securities laws.

Pre-Emptive Rights

In the event that the REIT, NWI LP or one of their subsidiaries decides to issue equity securities of the REIT or NWI LP or securities convertible into or exchangeable for equity securities of the REIT or NWI LP or an option or other right to acquire any such securities other than to an affiliate thereof ("**Issued Securities**"), the Exchange Agreement will provide NWVP (or any of its affiliates), for so long as it continues to hold at least 5% of the Units, with pre-emptive rights to purchase Units, Class B LP Units or Issued Securities to restore NWVP's percentage ownership interest to what it was immediately following the closing of the Acquisition. The pre-emptive right will not apply to the issuance of Issued Securities in the following circumstances: (i) to participants in a distribution reinvestment plan of the REIT or similar plan of NWI LP, including any "bonus" distribution, (ii) in respect of the exercise of options, warrants, rights or other securities issued under the REIT's or NWI LP's security-based compensation arrangements, (iii) the issuance of Units in lieu of cash distributions, (iv) the issuance is full or partial consideration for the purchase of real property by the REIT from NWVP (or any of its affiliates), (v) the exercise by a holder of a conversion, exchange or other similar privilege pursuant to the terms of a security in respect of which NWVP (or any of its affiliates) did not exercise, failed to exercise, or waived, its pre-emptive right or in respect of which the pre-emptive right did not apply. NWVP (or any of its affiliates) will be entitled to participate in the issuance of Issued Securities at the most favourable price and on the most favourable terms as such Issued Securities are to be offered, excluding fees and other transaction expenses paid by the REIT or NWI LP. NWVP has provided an acknowledgement and waiver to the REIT that confirms it is waiving its pre-emptive rights to purchase securities in connection with the Offering.

Registration Rights

The Exchange Agreement provides NWVP (or any of its affiliates) with the right (the "**Piggy-Back Registration Right**"), among others, to require the REIT to include Units held by NWVP (or any of its affiliates), including Units issuable upon exchange of Class B LP Units, in any future offering undertaken by the REIT by way of prospectus that it may file with applicable Canadian securities regulatory authorities (a "**Piggy-Back Distribution**"). The REIT will be required to use reasonable commercial efforts to cause to be included in the Piggy-Back Distribution all of the Units NWVP requests to be sold, provided that if the Piggy-Back Distribution involves an underwriting and the lead underwriter determines that the total number of Units to be included in such Piggy-Back Distribution should be limited for certain prescribed reasons, the Units to be included in the Piggy-Back Distribution will be first allocated to the REIT.

In addition, the Exchange Agreement provides NWVP (or any of its affiliates) with the right (the "**Demand Registration Right**") to require the REIT to use reasonable commercial efforts to file one or more prospectuses with the applicable Canadian securities regulatory authorities, qualifying Units held by NWVP, including Units issuable upon the exchange of Class B LP Units, for distribution (a "**Demand Distribution**"). The REIT must take such steps as may be reasonably necessary to assist it in making a Demand Distribution, provided that, among other things, each request for a Demand Distribution must relate to the lesser of (a) 5 million securities, and (b) such number of Units that would reasonably be expected to result in gross proceeds of at least $10 million and if the Demand Distribution involves an underwriting and the lead underwriter determines that the total number of Units to be included in such Demand Distribution should be limited for certain prescribed reasons, the Units to be included in the Demand Distribution will be first allocated to NWVP (or any of its affiliates).

Each of the Piggy-Back Registration Right and Demand Registration Right will be exercisable at any time following Closing but prior to the tenth anniversary of Closing, provided that NWVP (or any of its affiliates) owns at least a 5% voting interest in the REIT at the time of exercise. The Piggy-Back Registration Right and Demand Registration Right will be subject to various conditions and limitations, and the REIT will be entitled to defer any Demand Distribution in certain circumstances for a period not exceeding 120 days. The REIT's expenses in respect of a Piggy-Back Distribution will be borne by the REIT, provided that any underwriting fee on the sale of Units by NWVP and the costs of NWVP's counsel will be borne by NWVP (or any of its affiliates). The REIT's expenses in respect of a Demand Distribution will be borne by the REIT and NWVP (or any of its affiliates) on a proportionate basis according to the number of Units distributed by each. Pursuant to the Exchange Agreement, the REIT will indemnify NWVP (or any of its affiliates, as applicable) for any misrepresentation in a prospectus under which NWVP's Units are distributed (other than in respect of any information provided by NWVP or any of its affiliates, in respect of NWVP, for inclusion in the prospectus) and NWVP (or any of its affiliates) will indemnify the REIT for any information provided by NWVP, in respect of NWVP, for inclusion in the prospectus.

NWVP has provided an acknowledgement and waiver to the REIT that confirms it (i) is waiving its right to "piggy-back" on the qualification of the securities offered hereby and (ii) will not exercise its Demand Registration Right during the 90 day period following Closing.

Tag/Drag Rights

The Exchange Agreement provides that, so long as NWVP or any of its affiliates, holds at least a 5% voting interest in the REIT and so requests, the REIT will cause a purchaser (other than the REIT or an affiliate of the REIT) of securities of NWI LP owned by the REIT (or any permitted assignee) to purchase a pro rata portion of the securities of NWI LP held by NWVP (or any of its affiliates), on the same terms and subject to the same conditions as are applicable to the purchase of securities of NWI LP by the purchaser.

The Exchange Agreement also provides that, if NWVP or any of its affiliates holds less than a 5% voting interest in the REIT, the REIT is entitled, in connection with the direct or indirect sale of all of its securities of the Partnership, to require NWVP or any of its affiliates to sell its securities in NWI LP on the same conditions as are applicable to the REIT's direct or indirect sale of all other interests in NWI LP, and upon the REIT making such request and completing such sale, neither NWVP nor any of its affiliates will have any further interest in NWI LP.

CONSOLIDATED CAPITALIZATION OF THE REIT

The following table sets forth the consolidated capitalization of the REIT as at September 30, 2012, the *pro forma* consolidated capitalization of the REIT as at September 30, 2012 after giving effect to the Acquisition and the Disposition and the *pro forma* consolidated capitalization of the REIT as at September 30, 2012 after giving effect to the Acquisition, the Disposition and the Offering, but without giving effect to the exercise of the Over-Allotment Option. The table should be read in conjunction with the financial statements and notes thereto included or incorporated by reference in this short form prospectus.

(in Canadian dollars (000's))	**As at September 30, 2012** (unaudited)	**As at September 30, 2012** (unaudited—pro forma after giving effect to the Acquisition and the Disposition)	**As at September 30, 2012** (unaudited—pro forma after giving effect to the Acquisition, the Disposition and the Offering)
Indebtedness			
Mortgages and loans payable	48,164	57,109	57,109
Deferred revenue	–	17,365	17,365
Non-Controlling Interest			
Class B LP Units(1)	–	104,616	104,616
Unitholders' Equity			
Units (Authorized – unlimited)(1)	36,937	54,823	77,573(3)
Special Voting Units (Authorized – unlimited)(2)			
Total Capitalization	$85,101	$233,913	$256,663

Notes:

1. Issued (actual as September 30, 2012) – 20,219,095; Issued (pro forma as at September 30, 2012 after giving effect to the Acquisition and the Disposition) – 30,097,260; Issued (pro forma as at September 30, 2012 after giving effect to the Acquisition, the Disposition and the Offering) – 42,597,260.
2. Issued (actual as September 30, 2012) – 0; Issued (pro forma as at September 30, 2012 after giving effect to the Acquisition and the Disposition) – 55,944,444; Issued (pro forma as at September 30, 2012 after giving effect to the Acquisition, the Disposition and the Offering) – 55,944,444.
3. Reflects the Underwriters' fee and other fees and expenses related to the Offering, assuming that no sales are made to the President's List.

USE OF PROCEEDS

The estimated net proceeds of the Offering, after deducting the Underwriters' fee payable to the Underwriters and the estimated expenses of the Offering, will be $22,750,000. If the Over-Allotment Option is exercised in full, the net proceeds to be received from the Offering by the REIT, after deducting the Underwriters' Fee payable to the Underwriters and the estimated expenses of the Offering, will be $26,275,000. The REIT intends to use the net proceeds from the Offering for its international healthcare real estate strategy and potential future acquisitions, and for general trust and working capital purposes.

As detailed in the Management Information Circular, the REIT has adopted investment criteria that focus on security of cash flow, potential for capital appreciation, potential for increasing value through more efficient management of the assets being acquired and growth in the REIT's AFFO per Unit. The Asset Manager intends to assist the REIT with its external growth strategy by sourcing and executing on acquisitions of healthcare properties outside of Canada that meet the foregoing criteria. The Asset Manager carries out its own research and analysis, financial modeling, due diligence, budgeting and financial planning. To assist in these efforts, the Asset Manager has an extensive network of international joint venture partners, financial institutions, legal and tax advisors, brokers, operators, and other real estate professionals upon which it can draw.

The Asset Manager has advised the REIT that it is currently evaluating a number of acquisition opportunities in its core markets. While the REIT, pursuant to contractual rights of first opportunity granted pursuant to the Definitive Agreement and Asset Management Agreement, hopes to execute on several of these acquisitions over the next 12 months, there can be no assurances that any of such acquisitions will be completed on the terms contemplated or at all. See “Risk Factors”.

The significant events that must occur for the REIT to successfully execute on its acquisition strategy include, but are not limited to, (i) the completion of the Offering (which the REIT expects to occur before December 21, 2012), (ii) the identification of acquisitions of healthcare properties outside of Canada that meet the REIT’s investment criteria, and (iii) satisfactory completion of acquisitions, including, without limitation, completion of due diligence satisfactory to the REIT, negotiation and execution by the REIT of acceptable definitive legal documentation, availability of financing and satisfactory income and cash flow yields.

Subject to appropriate investment opportunities presenting themselves in the international healthcare real estate market and assuming the foregoing allocation strategy is fully implemented on that basis, the REIT anticipates that the net proceeds from the Offering will be deployed within a 12-month timeframe following the Closing Date. The anticipated capital allocation is currently expected to be diversified across the REIT’s three target markets in the following manner:

Target Geographic Market Anticipated Allocation of Net Proceeds

- Australia / New Zealand — Approximately 40%
- Brazil — Approximately 40%
- Germany — Approximately 20%

However, there can be no such assurance that the proceeds of the Offering will be allocated on the basis set forth above, nor is there any assurance that the REIT will make any future investments at all. See “Risk Factors - Timing for Investment of Net Proceeds”.

The timing of the REIT’s investments will depend, among other things, upon the identification of investments meeting the criteria for acquisition. To the extent the net proceeds of the Offering are not used in furtherance of the REIT’s international healthcare real estate strategy, such proceeds will be used for potential future acquisitions and for general trust and working capital purposes.

Pending the identification and acquisition of healthcare real estate fitting the REIT’s criteria, the REIT anticipates that any unallocated funds from the net proceeds of the Offering will be invested in investment savings accounts with major Canadian chartered banks until the capital is deployed. This investment strategy is similar to that currently in place for the REIT in respect of its unallocated capital that is projected to be required in the short to mid-term.

CURRENCY HEDGING ARRANGEMENTS

Given that substantially all of the REIT’s investments and operations will be conducted in currencies other than Canadian dollars and that the REIT will pay distributions to Unitholders in Canadian dollars, the REIT intends to implement active hedging programs in order to offset the risk of revenue losses and provide more certainty regarding the payment of distributions to Unitholders. Management intends to initially implement hedging arrangements in respect of all of the Canadian dollar distributions to Unitholders on a one-year rolling basis and will assess the REIT currency hedging strategy from time to time and make recommendations to the Board of Trustees.

PLAN OF DISTRIBUTION

Pursuant to the Underwriting Agreement, the REIT has agreed to issue and sell, and the Underwriters have severally agreed to purchase on December 12, 2012, or such other date as may be agreed upon, but in any event not later than December 21, 2012, an aggregate of 12,500,000 Units at a purchase price of $2.00 per Unit, for an aggregate gross consideration of $25,000,000, payable in cash to the REIT, in accordance with the terms of the Underwriting Agreement, by the Underwriters against delivery of the Offered Units on the Closing Date. The first cash distribution to which purchasers of Offered Units under the Offering will be entitled to participate will be for the month of December, expected to have a record date of December 31, 2012 and a payment date of on or about January 15, 2013. The Underwriters will receive an aggregate fee of $1,500,000, representing 6% of the gross proceeds of the Offering; provided however, that the commission payable by the REIT will be reduced to 1% on sales (to an aggregate maximum amount of $10,000,000) made to the President's List. The Offering Price of the Units was determined by negotiation between the REIT and the Underwriters.

The REIT has granted the Underwriters the Over-Allotment Option, exercisable in whole or in part at any one time up to 30 days after the closing of the Offering, to purchase up to 1,875,000 additional Units at the initial offering price. If the Over-Allotment Option is exercised in full and assuming no sales are made to the President's List, the total price to the public, the Underwriters' fee and the net proceeds to the REIT, before deducting the expenses of the Offering, will be $28,750,000, $1,725,000 and $27,025,000, respectively. A purchaser who acquires Units forming part of the Over-Allotment Option acquires those Units under this prospectus supplement, regardless of whether the Underwriters' over-allotment position is ultimately filled through the exercise of the Over-Allotment Option or secondary market purchases.

The Offered Units shall be identical in their terms to all other Units of the REIT.

The obligations of the Underwriters under the Underwriting Agreement are several and may be terminated at their discretion upon the occurrence of certain stated events, including certain stated events materially adversely affecting the financial markets in Canada. The Underwriters are, however, obligated to take up and pay for all of the securities if any of the securities are purchased under the Underwriting Agreement. The Underwriters are entitled under the Underwriting Agreement to indemnification by the REIT against certain liabilities and expenses.

The Underwriters propose to offer the Offered Units initially at the Offering Price stated on the cover page of this prospectus. After the Underwriters have made a reasonable effort to sell all of the Offered Units offered under this prospectus at that price, the initially stated Offering Price may be decreased, and further changed from time to time, by the Underwriters to an amount not greater than the initially stated Offering Price and, in such case, the compensation realized by the Underwriters will be decreased by the amount that the aggregate price paid by the purchasers for the Offered Units is less than the gross proceeds paid by the Underwriters to the REIT.

Pursuant to policy statements of certain securities regulators, the Underwriters may not, throughout the period of distribution, bid for or purchase Units. The foregoing restriction is subject to exceptions, on the condition that the bid or purchase is not engaged in for the purpose of creating actual or apparent active trading in, or raising the price of, the Units. These exceptions include bids or purchases permitted under the bylaws and rules of the TSXV relating to market stabilization and passive market making activities and bids or purchases made for and on behalf of a customer where the order was not solicited during the period of distribution. Under the first mentioned exception, in connection with this Offering, the Underwriters may over-allot or effect transactions that stabilize or maintain the market price of the Units at levels other than those which might otherwise prevail in the open market. Those transactions, if commenced, may be interrupted or discontinued at any time.

The TSXV has conditionally approved the listing of the Offered Units on the TSXV. Listing is subject to the REIT fulfilling all the requirements of the TSXV.

This Offering is being made in each of the provinces and territories of Canada. The Offered Units have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons except in transactions exempt from the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, except to the extent permitted by the Underwriting Agreement, the Offered Units may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. The Underwriting Agreement provides that the Underwriters, through their U.S. broker-dealer affiliates, may re-offer and resell the Offered Units that they have acquired pursuant to the Underwriting Agreement to "qualified institutional buyers" in the United States in accordance with Rule 144A under the U.S. Securities Act. The Underwriting Agreement also provides that the Underwriters will offer and sell the Offered Units outside the United States only in accordance with Rule 903 of Regulation S under the U.S. Securities Act. In addition, until 40 days after the commencement of the Offering, an offer or sale of the Offered Units within the United States by any dealer (whether or not participating in the Offering) may violate the registration requirements of the U.S. Securities Act if such offer or sale is made otherwise than in reliance on an exemption from the registration requirements of the U.S. Securities Act.

A book-based system global unit certificate evidencing the Offered Units will be issued to the Underwriters for deposit with CDS on the Closing Date. The global certificate will be held by, or on behalf of, CDS as custodian of such certificate for CDS participants, and registered in the name of CDS. The name in which a global certificate is issued is for the convenience of the book-based system only and will have no bearing on the beneficial ownership of the Units. CDS participants include securities brokers and dealers, banks and trust companies. An investor who purchases Offered Units will therefore receive only a customer confirmation from the registered dealer who is a CDS participant and through whom the Offered Units are purchased.

Subject to certain terms and conditions set forth in the Underwriting Agreement, GMP Securities L.P. and National Bank Financial Inc. will receive a right of first opportunity to act as co-lead underwriters or agents (as applicable) and co-lead bookrunners, with a minimum 50% aggregate syndicate position, in respect of any future offering of Units or other equity or voting securities of the REIT or any securities convertible into, or exchangeable or exercisable for, equity or voting securities of the REIT proposed to be conducted by the REIT for a period of 12 months following closing of the Offering.

Macquarie Capital Markets Canada Ltd. is a party to the Vital SLA (as defined herein). See "Assets of the REIT – New Zealand Vital Trust – The Vital SLA". Consequently, the REIT may be considered a "connected issuer" of Macquarie Capital Markets Canada Ltd. under applicable Canadian securities laws. The decision to issue the Units and the determination of the terms of the Offering were made through negotiation between the REIT and GMP Securities L.P. and National Bank Financial, as co-lead underwriters. Macquarie Capital Markets Canada Ltd. did not have any involvement in such decision or determination. As a consequence of the Offering, each of such Underwriters will receive its proportionate share of the Underwriters' fee. See "Use of Proceeds".

PRIOR SALES

The following table sets forth the details regarding all issuances of Units, including issuances of all securities convertible into Units for the 12-month period prior to the date of this prospectus.

Date of Issuance	Security Issued	Reason for Issuance	Number of Securities Issued	Price per Unit ($)
December 31, 2011	Deferred Units	Deferred Unit Plan (Credit of additional Deferred Units based on prior three months of distributions)	2,060.493	1.248
December 31, 2011	Deferred Units	Deferred Unit Plan (Trustee fees)	23,035.730	1.248
November 16, 2012	Units	In connection with the Acquisition	9,878,165	1.87
November 16, 2012	Class B LP Units	In connection with the Acquisition	55,944,444	1.87

PRICE RANGE AND TRADING VOLUME OF UNITS

The Units are listed for trading on the TSXV under the symbol "MOB.UN". The following tables show the monthly range of high and low prices per Unit and total monthly volumes traded on the TSXV for the 12-month period prior to the date of this prospectus.

Month	Price per Unit ($) Monthly High	Price per Unit ($) Monthly Low	Total Monthly Volume

Month	Price per Unit ($) Monthly High	Price per Unit ($) Monthly Low	Total Monthly Volume
December 2011	1.65	1.17	311,306
January 2012	1.64	1.29	682,928
February 2012	1.45	1.30	181,613
March 2012	1.73	1.20	419,457
April 2012	1.89	1.20	4,626,289
May 2012	1.87	1.84	1,837,323
June 2012	2.00	1.60	2,217,359
July 2012	1.84	1.45	199,442
August 2012	1.75	1.33	41,725
September 2012	2.05	1.50	235,650
October 2012	2.00	1.50	559,649
November 2012	2.35	1.64	125,147
December 2012(1)	2.20	2.03	20,000

Notes:

1. Until December 6, 2012.

On November 25, 2012, being the last day on which the Units traded prior to the public announcement of the Offering, the closing price of the Units on the TSXV was $2.10.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of Goodmans LLP, counsel to the REIT, and Bennett Jones LLP, counsel to the Underwriters, 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 of Units and who, for the purposes of the Tax Act and at all relevant times, is resident in Canada, deals at arm's length with and is not affiliated with the REIT and holds the Units as capital property (in this section, referred to as a "**Holder**"). The 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. Certain Holders who might not otherwise be considered to hold their 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 Units, and any 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. Holders who do not hold their Units as capital property should consult their own tax advisors regarding their particular circumstances.

This summary does not apply to a Holder: (i) that is a "financial institution" subject to the mark-to-market rules; (ii) that is a "specified financial institution"; (iii) that is a partnership; (iv) an interest in which would be a "tax shelter investment"; or (v) that has elected to determine its "Canadian tax results" in a foreign currency pursuant to the "functional currency" reporting rules, all within the meaning of the Tax Act. Such holders should consult their own tax advisors to determine the tax consequences to them of the acquisition, holding and disposition of Units. In addition, this summary does not address the deductibility of interest by a purchaser who has borrowed money to acquire Units.

This summary is based on the current provisions of the Tax Act, all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) ("**Finance**") before the date hereof ("**Proposed Amendments**"), counsel's understanding of the current published administrative policies and assessing practices of the Canada Revenue Agency (the "**CRA**"), and a certificate as to certain factual matters from an executive officer of the REIT. Except for Proposed Amendments, this summary does not take into account or anticipate any changes in law, whether by legislative, governmental or judicial action, nor does it take into account other federal or any provincial, territorial or foreign income tax legislation or considerations which may differ significantly from the Canadian federal income tax considerations discussed herein. No assurance can be given that the Proposed Amendments will be enacted in the form proposed or at all.

This summary is of a general nature only and is not exhaustive of all possible Canadian federal income tax considerations applicable to an investment in Units. The income and other tax consequences of acquiring, holding or disposing of Units will vary depending on a purchaser's particular status and circumstances, including the province or territory in which the purchaser resides or carries on business. This summary is not intended to be, nor should it construed to be, legal or tax advice to any particular purchaser. Purchasers should consult their own tax advisors for advice with respect to the income tax consequences of an investment in Units in their own circumstances.

Mutual Fund Trust Status

This summary assumes the REIT will qualify at all times as a "mutual fund trust" within the meaning of the Tax Act. An executive officer of the REIT has advised counsel that it intends to ensure that the REIT will meet the requirements necessary for it to qualify as a mutual fund trust at all times. **If the REIT were not to qualify as a mutual fund trust at all times, the income tax considerations, in certain respects, would be materially and adversely different from those described below.**

SIFT Rules and the REIT Exception

The SIFT Rules effectively tax certain income of a publicly-traded trust or partnership that is distributed to its investors on the same basis as would have applied had the income been earned through a taxable corporation and distributed by way of dividend to its shareholders. These rules apply only to "SIFT trusts", "SIFT partnerships" (each as defined in the Tax Act) and their investors.

Where the SIFT Rules apply, distributions of a SIFT trust's "non-portfolio earnings" are not deductible in computing the SIFT trust's net income. Non-portfolio earnings generally are defined as income attributable to a business carried on by the SIFT trust in Canada or to income (other than certain dividends) from, and capital gains from the disposition of, "non-portfolio properties" (as defined in the Tax Act). The SIFT trust is itself liable to pay an income tax on an amount equal to the amount of such non-deductible distributions at a rate that is substantially equivalent to the combined federal and provincial general tax rate applicable to taxable Canadian corporations. Such non-deductible distributions paid to a holder of units of the SIFT trust generally are deemed to be taxable dividends received by the holder of such units from a taxable Canadian corporation. Such deemed dividends will qualify as "eligible dividends" for purposes of the enhanced gross-up and dividend tax credit available under the Tax Act to individuals resident in Canada and for purposes of computing a Canadian resident corporation's "general rate income pool" or "low rate income pool", as the case may be (each as defined in the Tax Act). In general, distributions paid as returns of capital will not be subject to the SIFT Rules.

The REIT will not be considered to be a SIFT trust in respect of a particular taxation year and, accordingly, will not be subject to the SIFT Rules in that year, if it qualifies as a "real estate investment trust", as defined in the Tax Act, throughout the year (the "**REIT Exception**"). The REIT Exception is comprised of a number of technical tests and the determination as to whether the REIT qualifies for the REIT Exception in any particular taxation year can only be made with certainty at the end of that taxation year. Based on the currently enacted provisions of the Tax Act, the REIT does not qualify for the REIT Exception as currently structured such that in the 2012 taxation year it would be a SIFT trust. However, on October 24, 2012, Finance announced amendments and clarifications to the REIT Exception, which are currently contained in Bill C-48 (the "**October 24 Proposals**"). The October 24 Proposals are proposed to be effective as of January 1, 2011. An executive officer of the REIT has advised counsel that the REIT expects to qualify for the REIT Exception in 2012 as currently structured provided that the October 24 Proposals are enacted as proposed. For 2013 and future years, an executive officer of the REIT has advised counsel that it expects that the REIT will not be subject to the SIFT Rules because, either (i) the REIT will not hold any "non-portfolio property" and, therefore, will not be a SIFT trust, or (ii) the REIT will qualify for the REIT Exception, as proposed to be modified under the October 24 Proposals. However, there can be no assurance that the October 24 Proposals will be enacted as proposed. Furthermore, no assurances can be given that subsequent investments or activities undertaken by the REIT, or fluctuations in asset values, will not result in the REIT failing to qualify for the REIT Exception in 2012 or any subsequent taxation year. In addition, the REIT holds, or could be required to acquire, investments in entities in which it does not have a controlling interest. Even though the REIT does not control such entities, their activities and sources of revenue will be relevant in determining whether the

REIT satisfies the REIT Exception. Accordingly, whether the REIT satisfies the REIT Exception may be beyond its control. Counsel expresses no view as to whether the REIT will satisfy the REIT Exception. See “Risk Factors – REIT Exception”. **If the REIT is subject to the SIFT Rules, certain of the income tax considerations described below would, in some respects, be materially and adversely different, and the SIFT Rules may have a material adverse effect on the after-tax returns of certain Unitholders.**

The remainder of this summary describes the consequences if the REIT was at all times eligible for the REIT Exception and is subject to the SIFT Rules discussed above.

Taxation of the REIT

The taxation year of the REIT is the calendar year. The REIT must compute its income or loss for each taxation year as though it were an individual resident in Canada. The REIT’s income for a fiscal year for purposes of the Tax Act will include, among other things, any net realized taxable gains by the REIT in the year and the REIT’s shares of income (or loss, subject to its “at risk” amount) of NWI LP, as determined in accordance with NWI LP’s limited partnership agreement, for a fiscal year ending in or on the fiscal year of the REIT, whether or not such income is distributed to the partner in the taxation year.

The REIT may deduct from its taxable income amounts which are paid or become payable by it to Holders in such year. An amount will be considered to be payable in a taxation year if it is paid to a Holder in the year by the REIT or if a Holder is entitled in the year to enforce payment of the amount. Counsel has been advised by an executive officer of the REIT that the trustees’ current intention is to make payable to Holders each year sufficient amounts such that the REIT generally will not be liable to pay tax under Part I of the Tax Act. Where the REIT does not have sufficient cash to distribute such amounts in a particular taxation year, the REIT will make one or more in-kind distributions in the form of additional Units. Income of the REIT payable to the Unitholders in the form of additional Units generally will be deductible to the REIT in computing its taxable income.

In computing its income or loss, the REIT may deduct administrative costs and other expenses of a current nature incurred by it for the purpose of earning income from its business or property, provided such expenses are reasonable and otherwise deductible, subject to the applicable provisions of the Tax Act. The REIT may also deduct any expenses incurred by it in the course of the issuance of its units on a five-year straight line basis (subject to pro-ration for short taxation years).

Cash distributions from NWI LP in excess of income allocated to the REIT, generally will not be taxable to the REIT. However, the adjusted cost base of the Class A Units of NWI LP will be reduced by any such distributions received. If at any time the adjusted cost base of the Class A Units of NWI LP would become a negative amount, the REIT will be deemed to have realized a capital gain equal to such amount.

A distribution by the REIT of its property upon a redemption of Units will be treated as a disposition by the REIT of such property for proceeds of disposition equal to the fair market value thereof. The REIT will realize a capital gain (or a capital loss) to the extent that the proceeds from the disposition of the property exceed (or are less than) the adjusted cost base of the relevant property and any reasonable costs of disposition.

Losses incurred by the REIT cannot be allocated to Unitholders but may be deducted by the REIT in the future years in accordance with the Declaration of Trust and the Tax Act. In the event the REIT would otherwise be liable for tax on its net realized taxable capital gains for a taxation year, it will be entitled for such taxation year to reduce (or receive a refund in respect of) its liability for such tax by an amount determined under the Tax Act based on the redemption of Units of the REIT during the year (the “capital gains refund”). In certain circumstances, the capital gains refund in a particular taxation year may not completely offset the REIT’s tax liability for the taxation year arising in connection with the transfer of property *in specie* to redeeming Holders on the redemption of Units. The Declaration of Trust provides that all or a portion of any capital gain or income realized by the REIT in connection with such redemptions may, at the discretion of the Trustees, be treated as capital gains or income paid to, and designated as capital gains or income of, the redeeming Holder. Such income or the taxable portion of the capital gain so designated must be included in the income of the redeeming Holder (as income or taxable capital gains) and will be deductible by the REIT in computing its income.

Taxation of NWI LP

An executive officer of the REIT has advised counsel that it expects that NWI LP will qualify as an "excluded subsidiary entity" (as defined in the Tax Act) at all times, such that it will not be subject to tax under the Tax Act (including under the SIFT Rules). The remainder of this summary assumes that NWI LP will not be subject to the SIFT Rules. **If NWI LP were subject to the SIFT Rules, the income tax considerations would be materially and adversely different from those described below.**

NWI LP is not subject to tax under the Tax Act. However, the income or loss of NWI LP must be computed for each fiscal year as if it was a separate person resident in Canada, and allocated to its partners on the basis of their respective shares of that income or loss as provided for in its limited partnership agreement. For purposes of the Tax Act, NWI LP must compute its income (or losses) in Canadian currency. Where NWI LP holds investments denominated in foreign currencies, gains and losses may be realized by NWI LP as a consequence of fluctuations in the relative values of the Canadian and foreign currencies.

NWI LP's income for purposes of the Tax Act will include any "foreign accrual property income" ("**FAPI**") realized by an entity that is, or is deemed to be, a "controlled foreign affiliate" (a "**CFA**"), any dividends received as further described below and the taxable portion of distributions from Vital Trust. It is expected that income earned by certain foreign subsidiaries will be FAPI. Any FAPI earned by a CFA of NWI LP must be included in computing NWI LP's income for the taxation year of NWI LP in which the taxation year of such foreign subsidiary ends, subject to a deduction for grossed-up "foreign accrual tax" as computed in accordance with the Tax Act, whether or not NWI LP actually receives a distribution of FAPI in the taxation year, and less certain amounts that are otherwise included in income. The adjusted cost base to NWI LP of the common shares of the applicable foreign subsidiary will be increased by the net amount so included in the income of NWI LP. At such time as NWI LP receives a dividend of amounts that were previously included in its income as FAPI, that dividend effectively will not be taxable to NWI LP and there will be a corresponding reduction in the adjusted cost base to NWI LP of the common shares of the applicable foreign subsidiary. Proposed Amendments released on October 24, 2012 (which are currently contained in Bill C-48) address certain foreign tax credit generator transactions (the "**Foreign Tax Credit Generator Proposals**"). Under the Foreign Tax Credit Generator Proposals, the deduction for "foreign accrual tax" may be limited in certain circumstances. No assurances can be given that the Foreign Tax Credit Generator Proposals will not apply to NWI LP in computing its taxable income. If the Foreign Tax Credit Generator Proposals apply to NWI LP, NWI LP's taxable income will increase thereby increasing the allocation of income by NWI LP to the REIT and, therefore, the allocation of income by the REIT to Unitholders.

An executive officer of the REIT has advised counsel that the CFAs of NWI LP will fully distribute FAPI (other than FAPI resulting from changes in foreign currency exchange rates) to NWI LP at the time it is earned or received. NWI LP's net FAPI, if any, will be allocated to the REIT, as income from property, in accordance with the limited partnership agreement of NWI LP.

In computing its income or loss, NWI LP may deduct administrative costs and other expenses of a current nature incurred by it for the purpose of earning income from its business or property, provided such expenses are reasonable and otherwise deductible, subject to the applicable provisions of the Tax Act. NWI LP may also deduct any expenses incurred by it in the course of the issuance of its units on a five-year straight line basis (subject to proration for short taxation years).

If NWI LP incurs a loss for tax purposes, the partner will be entitled to deduct in computing its income its share of such loss to the extent that the partner's investment is considered to be "at risk" within the meaning of the Tax Act.

Taxation of Taxable Holders

REIT Distributions

A Holder generally will be required to include in computing income for a particular taxation year the portion of the net income of the REIT, including net realized taxable capital gains, that is paid or payable to the Holder in that taxation year, whether or not those amounts are received in cash, additional Units or otherwise. Any loss of the REIT for purposes of the Tax Act cannot be allocated to, or treated as a loss of, a Holder. The Declaration of Trust provided that income and net taxable capital gains for purposes of the Tax Act will be allocated to Unitholders in the same proportion as distributions received by the Holders.

Provided that the appropriate designations are made by the REIT, net taxable capital gains realized by the REIT that are paid or become payable to a Holder will retain their character as taxable capital gains to Holders for purposes of the Tax Act. The non-taxable portion of any net realized capital gains of the REIT that is paid or payable to a Holder in a year will not be included in computing the Holder's income for the year. Any other amount in excess of the net income of the REIT that is paid or payable to a Holder in a year generally should not be included in the Holder's income for the year. However, such an amount which becomes payable to a Holder (other than as proceeds of disposition of Units or any part thereof) will reduce the adjusted cost base of the Units held by such Holder. To the extent that the adjusted cost base of a Unit otherwise would be less than zero, the Holder will be deemed to have realized a capital gain equal to the negative amount and the Holder's adjusted cost base of the Units will be increased by the amount of such deemed capital gain.

Provided that the appropriate designations are made by the REIT, such portion of its foreign source income shall retain its character in the hands of a Holder for purposes of the Tax Act. Foreign taxes paid by NWI LP will be allocated pursuant to its limited partnership agreement. Each Holder's share of the "business-income tax" and "non-business-income tax" paid in a foreign country for a year will be creditable against its Canadian federal income tax liability to the extent permitted by the detailed rules contained in the Tax Act. Although the foreign tax credit provisions are designed to avoid double taxation, the maximum credit is limited. Because of this, and because of timing differences in recognition of expenses and income and other factors, double taxation may arise.

Under the Foreign Tax Credit Generator Proposals, the foreign "business income tax" or "non-business-income tax", each as defined in the Tax Act, for any taxation year may be limited in certain circumstances. No assurances can be given that the Foreign Tax Credit Generator Proposals will not apply to any Holder. If the Foreign Tax Credit Generator Proposals apply, a Holder's foreign tax credits will be limited.

Disposition of Units

Upon the disposition or deemed disposition of Units by a Holder, whether on a redemption or otherwise, the Holder generally will realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition (excluding any amount payable by the REIT which represents an amount that must otherwise be included in the Holder's income as described herein) are greater (or less) than the aggregate of the Holder's adjusted cost base of the Units immediately before such disposition and any reasonable costs of disposition.

The adjusted cost base to a Holder of a Unit generally will include all amounts paid by the Holder for the Unit subject to certain adjustments and may be reduced by distributions made by the REIT to a Holder of Units as described above. The cost of additional Units received in lieu of a cash distribution will be the amount of income of the REIT distributed by the issuance of such Units. For the purpose of determining the adjusted cost base to a Holder, when a Unit is acquired, the cost of the newly-acquired Unit will be averaged with the adjusted cost base of all of the Units owned by the Holder as capital property immediately before that acquisition.

A redemption of Units in consideration for cash or other assets of the REIT, as the case may be, will be a disposition of such Units for proceeds of disposition equal to such cash or the fair market value of such other assets, as the case may be, less any income or capital gain realized by the REIT in connection with the redemption of those Units to the extent such income or capital gain is designated by the REIT to the redeeming Holder. Holders exercising the right of redemption consequently will realize a capital gain, or sustain a capital loss, depending upon whether such proceeds of disposition exceed, or are exceeded by, the adjusted cost base of the Units redeemed. Where income or capital gain realized by the REIT in connection with the distribution of property *in specie* on the redemption of Units has been designated by the REIT to a redeeming Holder, the Holder will be required to include in income the income or taxable portion of the capital gain so designated. The cost of any property distributed *in specie* by the REIT to a Holder upon a redemption of Units will be equal to the fair market value of that property at the time of the distribution. The Holder will thereafter be required to include in income interest or other income derived from the property, in accordance with the provisions of the Tax Act.

Capital Gains and Losses

One-half of any capital gain realized by a Holder from a disposition of Units and the amount of any net taxable capital gains designated by the REIT in respect of the Holder will be included in the Holder's income under the Tax Act as a taxable capital gain. One-half of any capital loss (an "allowable capital loss") realized on the disposition of a Unit will be deducted against any taxable capital gains realized by the Holder in the year of disposition, and any excess of allowable capital losses over taxable capital gains may be carried back to the three preceding taxation years or forward to any subsequent taxation year and applied against net taxable capital gains in those years, subject to the detailed rules contained in the Tax Act.

Refundable Tax

A Holder which is a Canadian-controlled private corporation (as defined in the Tax Act) will be subject to a refundable tax of 6 2/3% in respect of its aggregate investment income for the year, which will include all or substantially all income and capital gains distributed to the Holder by the REIT and capital gains realized on a disposition of Units.

Alternative Minimum Tax

A Holder who is an individual or trust (other than certain specified trusts) may have an increased liability for alternative minimum tax as a result of capital gains realized on a disposition of Units and net income of the REIT, paid or payable, or deemed to be paid or payable, to the Holder and that is designated as taxable dividends and net taxable capital gains.

RISK FACTORS

An investment in the Offered Units is subject to a number of risks, including those set forth in the REIT's Annual Information Form beginning at p. 25, and in the REIT's Management Information Circular beginning at p. 68, both of which are incorporated by reference herein. Prospective investors should carefully consider these risks before purchasing the Offered Units.

Risks Related to the Units

Volatile Market Price for Units

The market price for Units may be volatile and subject to wide fluctuations in response to numerous factors, many of which are beyond the REIT's control, including the following: (i) actual or anticipated fluctuations in the REIT's quarterly results of operations; (ii) recommendations by securities research analysts; (iii) changes in the economic performance or market valuations of other issuers that investors deem comparable to the REIT; (iv) addition or departure of the REIT's executive officers and other key personnel; (v) release or expiration of lock-up or other transfer restrictions on outstanding Units; (vi) sales or perceived sales of additional Units; (vii) significant acquisitions or business combinations, strategic partnerships, joint ventures or capital commitments by or involving the REIT or its competitors; (viii) news reports relating to trends, concerns, competitive developments, regulatory changes and other related issues in the REIT's industry or target markets, and (ix) limited trading in the Units.

Financial markets have, in recent years, experienced significant price and volume fluctuations that have particularly affected the market prices of equity securities of issuers and that have, in many cases, been unrelated to the operating performance, underlying asset values or prospects of such issuers. Accordingly, the market price of the REIT's securities may decline even if the REIT's operating results, underlying asset values, or prospects have not changed. Additionally, these factors, as well as other related factors, may cause decreases in asset values that are deemed to be other than temporary, which may result in impairment losses. As well, certain institutional investors may base their investment decisions on consideration of the REIT's environmental, governance and social practices and performance against such institutions' respective investment guidelines and criteria, and failure to meet such criteria may result in limited or no investment in the REIT's securities by those institutions, which could adversely affect the trading price of the REIT's securities. There can be no assurance that an active trading market will exist or that continuing fluctuations in price and volume will not occur. If such increased levels of volatility and market turmoil exist for a protracted period of time, the REIT's operations could be adversely impacted and the trading price of the REIT's securities may be adversely affected.

Return on Investment Not Guaranteed

The Units are equity securities of the REIT and are not traditional fixed income securities. A fundamental characteristic that distinguishes the Units from traditional fixed income securities is that the REIT does not have a fixed obligation to make payments to holders of Units and does not promise to return the initial purchase price of a

Unit on a certain date in the future. The REIT has the ability to reduce or suspend distributions if circumstances warrant. The ability of the REIT to make cash distributions, and the actual amount distributed, will be entirely dependent on the operations and assets of the REIT and its subsidiaries, and will be subject to various factors including financial performance, obligations under applicable credit facilities, fluctuations in working capital and capital expenditure requirements. There can be no assurance regarding the amount of income to be generated by the REIT's properties. The market value of the Units will deteriorate if the REIT is unable to meet its distribution targets in the future, and that deterioration may be significant. In addition, unlike interest payments or an interest-bearing debt security, the REIT's cash distributions are composed of different types of payments (portions of which may be fully or partially taxable or may constitute non-taxable returns of capital). The composition for tax purposes of those distributions may change over time, thus affecting the after-tax returns to holders of Units. Therefore, the rate of return over a defined period for a holder of Units may not be comparable to the rate of return on a fixed income security that provides a "return on capital" over the same period.

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

Structural Subordination of Units

In the event of bankruptcy, liquidation or reorganization of the REIT's subsidiaries, holders of their indebtedness and their trade creditors will generally be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to the REIT or holders of Units. The Units are effectively subordinated to the debt and other obligations of the REIT's subsidiaries. The REIT's subsidiaries generate all of the REIT's cash available for distribution and hold substantially all of the REIT's assets.

Dilution

The number of Units the REIT is authorized to issue is unlimited. The REIT may, in its sole discretion, issue additional Units or securities convertible or exchangeable into Units from time to time subject to the rules of any applicable stock exchange on which the Units are then listed. The REIT intends to complete acquisitions in the future that will be financed in part by issuance of additional Units which will result in issuances of significant numbers of Units at market price. Additionally, the REIT will issue securities under the Deferred Unit Plan, the Asset Management Agreement and the NWI LP Agreement. The issuance of any additional Units may have a dilutive effect on the interests of holders of Units.

While the net proceeds to the REIT of this Offering are expected to be applied towards the uses specified in "Use of Proceeds", to the extent that any of the net proceeds of this Offering remain uninvested pending their use, or are used to pay down indebtedness with a low interest rate, this Offering may result in dilution, on a per Unit basis, to the REIT's net income and other measures used by the REIT.

Timing for Investment of Net Proceeds

Although the REIT expects to apply the available net proceeds of the Offering to, among other uses, the acquisition of international healthcare real estate assets as described under the heading "Use of Proceeds", the specific properties in which the net proceeds will be invested have not yet been determined. The timing of the investment of the net proceeds of the Offering will depend, among other things, upon the identification of potential acquisition targets meeting the criteria of the REIT and the REIT's ability to execute on such transactions. There is no guarantee that the REIT will be able to identify or acquire a sufficient number of such properties in order to properly implement its international healthcare real estate strategy. To the extent the net proceeds of the Offering are not used in furtherance of this strategy, such proceeds will be used for potential future acquisitions and for general trust and working capital purposes.

Unitholder Liability

The Declaration of Trust provides that no holders of Units will be subject to any liability whatsoever to any person in connection with a holding of Units. In addition, legislation has been enacted in the Province of Ontario and certain other provinces that is intended to provide holders of Units in those provinces with limited liability.

However, there remains a risk, which is considered by the REIT to be remote in the circumstances, that a holder of Units could be held personally liable for the obligations of the REIT to the extent that claims are not satisfied out of the assets of the REIT. The affairs of the REIT are conducted in a manner to seek to minimize such risk wherever possible.

Nature of Investment

The Units represent a fractional interest in the REIT and do not represent a direct investment in the REIT's assets and should not be viewed by investors as direct securities of the REIT's assets. A holder of a Unit of the REIT does not hold a share of a body corporate. As holders of Units of the REIT, the holders will not have statutory rights normally associated with ownership of shares of a corporation including, for example, the right to bring "oppression" or "derivative" actions. The rights of holders of Units are based primarily on the Declaration of Trust. There is no statute governing the affairs of the REIT equivalent to the CBCA which sets out the rights and entitlements of shareholders of corporations in various circumstances.

As well, the REIT may not be a recognized entity under certain existing insolvency legislation such as the *Bankruptcy and Insolvency Act* (Canada) and the *Companies Creditors' Arrangement Act* (Canada) and thus the treatment of holders of Units upon an insolvency is uncertain.

Risks Relating to Real Property Ownership

Real Property Ownership and Tenant Risks

All real property investments are subject to elements of risk. By specializing in a particular type of real estate, the REIT is exposed to adverse effects on that segment of the real estate market and does not benefit from a diversification of its portfolio by property type. The value of real property and any improvements thereto depends on the credit and financial stability of tenants, and upon the vacancy rates of the properties. Cash flows will be adversely affected if a significant number of tenants are unable to meet their obligations under their leases or if a significant amount of available space in the properties in which the REIT will have an interest becomes vacant and is not able to be leased on economically favourable lease terms. Upon the expiry of any lease, there can be no assurance that the lease will be renewed or the tenant replaced. The terms of any subsequent lease may be less favourable to the REIT than the existing lease. In the event of default by a tenant, delays or limitations in enforcing rights as lessor may be experienced and substantial costs in protecting the REIT's investment may be incurred. Furthermore, at any time, a tenant of any of the properties in which the REIT has an interest may seek the protection of bankruptcy, insolvency or similar laws that could result in the disclaimer and termination of such tenant's lease, any of which events could have an adverse effect on the REIT's financial condition and results of operations and decrease the amount of cash available for distribution to Unitholders. Certain of the REIT's tenants, such as laboratories, may require licences to operate their business. To the extent these businesses are unable to obtain licences or maintain existing licences, the REIT's operations may be adversely impacted. The ability to rent unleased space in the properties in which the REIT will have an interest will be affected by many factors, including general economic conditions, local real estate markets, changing demographics, supply and demand for leased premises, competition from other available premises and various other factors, many of which are beyond the REIT's control.

Fixed Costs

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

Liquidity

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

Competition

The real estate business is competitive. Numerous other developers, managers and owners of office properties will compete with the REIT in seeking tenants. Some of the properties located in the same markets as the REIT's properties are newer, better located, less levered or have stronger tenant profiles than the REIT's properties. Some property owners with properties located in the same markets as the REIT's properties may be better capitalized and may be stronger financially and hence better able to withstand an economic downturn. The existence of developers, managers and owners in such markets and competition for the REIT's tenants could have a negative effect on the REIT's ability to lease space in its properties in such markets and on the rents charged or concessions granted, which could have an adverse effect on the REIT's financial condition and results of operation and decrease the amount of cash available for distribution to Unitholders. Competition for acquisitions of real properties can be intense and some competitors may have the ability or inclination to acquire properties at a higher price or on terms less favourable than those that the REIT may be prepared to accept. An increase in the availability of investment funds, an increase in interest in real property investments or a decrease in interest rates may tend to increase competition for real property investments, thereby increasing purchase prices and reducing the yield on them.

Current Economic Environment

Continued concerns about the uncertainty over whether the global economy will be adversely affected by inflation, deflation or stagflation, and the systemic impact of increased unemployment, volatile energy costs, geopolitical issues, the availability and cost of credit, the mortgage market and a distressed commercial real estate market have contributed to increased market volatility and weakened business and consumer confidence. Although the healthcare real estate industry is an asset class that is not typically impacted by recessions or economic slowdowns, this difficult operating environment could adversely affect the REIT's ability to generate revenues, thereby reducing its operating income and earnings. It could also have an adverse impact on the ability of the REIT to maintain occupancy rates in the REIT's properties, which could harm the REIT's financial condition. If these economic conditions continue, the REIT's tenants and operators may be unable to meet their rental payments and other obligations due to the REIT, which could have a material adverse effect on the REIT.

Environmental Matters

Environmental legislation and regulations have become increasingly important in recent years.

As an owner of interests in real property in Brazil, Germany and Australia/New Zealand, the REIT is subject to various federal, state and municipal laws relating to environmental matters in each jurisdiction. Such environmental laws impose actual and contingent liabilities on us to undertake remedial action on contaminated sites and in contaminated buildings.

Laws and regulations, as may be amended over time, may also impose liability for the release of certain materials into the air or water from a property, including asbestos, and such release could form the basis for liability to third persons for personal injury or other damages. In addition, if the REIT's officers or employees infringe or have infringed environmental protection laws, the REIT could be exposed to civil or criminal damages. We may be required to provide for additional reserves to sufficiently allocate toward the REIT's potential obligations to remove and dispose of any hazardous and toxic substances. Any such event could have a material and adverse effect on the REIT's cash flows, financial condition and results of operations and the REIT's ability to make distributions on the Units.

The REIT is not aware of any material non–compliance with environmental laws at any of its properties, and is not aware of any pending or threatened investigations or actions by environmental regulatory authorities in connection with any of its properties. The REIT will implement policies and procedures to assess, manage and monitor environmental conditions at its properties to manage exposure to liability.

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

Risks Relating to the Business of the REIT

Growth Strategy

The REIT's strategy will involve expansion through acquisitions and co-development projects. These activities require the REIT and NWVP to identify acquisition or development candidates or investment opportunities that meet its criteria and are compatible with its growth strategy. The REIT may not be successful in identifying commercial real estate properties that meet its acquisition or development criteria or in completing acquisitions, co-developments, or investments on satisfactory terms. Failure to identify or complete acquisitions or co-developments will slow the REIT's growth. The REIT could also face significant competition for acquisitions and development opportunities. Some of the REIT's competitors have greater financial resources than the REIT and, accordingly, have a greater ability to borrow funds to acquire and develop properties. These competitors may also be willing and/or able to accept more risk than the REIT can prudently manage, including risks with respect to the geographic concentration of investments and the payment of higher prices. This competition for investments may reduce the number of suitable investment opportunities available to the REIT and may increase acquisition costs in certain areas where the REIT's facilities are located or in areas targeted for growth and, as a result, may adversely affect the REIT's operating results. Even if the REIT were successful in identifying suitable acquisitions or co-development projects, newly acquired properties may be subject to subsequently discovered material defects or other undisclosed issues, causing the acquired properties to fail to perform as expected and management of the REIT may underestimate the costs associated with the integration of the acquired properties. In addition, any expansions the REIT undertakes in the future are subject to a number of risks, including, but not limited to, construction delays or cost overruns that may increase project costs, financing risks, the failure to meet anticipated occupancy or rent levels, failure to receive required zoning, land use and other governmental permits and authorizations and changes in applicable zoning and land use laws. If any of these problems occur, expansion costs for a project will increase, and there may be significant costs incurred for projects that are not completed. In deciding whether to acquire or expand a particular property, the REIT will make certain assumptions regarding the expected future performance of that property. If the REIT's acquisition or expansion of properties fail to perform as expected or if the costs thereof exceed projected costs, the REIT's rental revenues could be lower, and its operating expenses higher, than expected. The REIT may invest in co-developments which carry a certain risk that projected financial returns may not be achieved and that cost overruns or start-up losses may trigger requirements for further equity injections. The REIT expects to manage this risk through detailed evaluation of each development separately and ensuring certain criteria have been met, including a supply and demand analysis. Certain acquisition and development opportunities may not be consistent with the detailed rules underlying the REIT Exception. Accordingly, the REIT may be restricted in participating in some acquisition and development opportunities because of its desire to qualify for the REIT Exception. See " Risks Relating to the Structure of the REIT – REIT Exception".

Access to Capital

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

General Insured and Uninsured Risks

The activities carried on by the REIT entail an inherent risk of liability. The REIT expects that from time to time it may be subject to lawsuits as a result of the nature of its activities. The REIT will carry comprehensive general liability, fire, flood, extended coverage and rental loss insurance with customary policy specifications, limits and deductibles. The REIT will have insurance for earthquake risks, subject to certain policy limits, deductibles and self–insurance arrangements, and will continue to carry such insurance if it is economical to do so. There can be no assurance, however, that claims in excess of the insurance coverage or claims not covered by the insurance coverage will not arise or that the liability coverage will continue to be available on acceptable terms. A successful claim against the REIT not covered by, or in excess of, the REIT's insurance could have a material adverse effect on the REIT's activities, operating results and financial condition. Claims against the REIT, regardless of their merit or eventual outcome, also may have a material adverse effect on their ability to attract tenants or expand their businesses, and will require management to devote time to matters unrelated to the activities of the REIT.

Financing and Interest Rate Risks

The REIT intends to incur indebtedness in the future in connection with the future acquisition or expansion of facilities and its properties. The REIT may incur unsecured debt or mortgage debt secured by some or all of its real estate properties or assets. The REIT's debt may harm its financial position and operating results by:

- requiring the REIT to use a substantial portion of its cash flow from operations to pay principal and interest, which will reduce the amount of cash available for other purposes;
- limiting the REIT's ability to borrow more money for operating or capital needs or to finance acquisitions in the future; and
- making the REIT more vulnerable to economic and industry downturns and reducing its flexibility in responding to changing business and economic conditions.

In addition to the risks discussed above and those normally associated with debt financing, including the risk that the REIT's cash flow will be insufficient to meet required payments of principal and interest, the REIT will also be subject to the risk that it may not be able to refinance existing indebtedness on its properties and that the terms of any refinancing it could obtain may not be as favourable as the terms of its existing indebtedness. If the REIT is not successful in refinancing debt when it becomes due, it may be forced to dispose of properties on disadvantageous terms, which might adversely affect its ability to service other debt and to meet its other obligations. The REIT intends to finance future acquisitions in part with debt borrowings, which could bear interest at fixed or variable rates. The interest expense on any variable rate indebtedness will increase when interest rates increase. Interest rates are currently low relative to historical levels and may increase significantly in the future. A significant increase in interest expense could adversely affect the REIT's results of operations.

Financing Risk

The REIT will be subject to the risks associated with debt financing, including the risk that the mortgages and banking facilities secured by the REIT's properties will not be able to be refinanced or that the terms of such refinancing will not be as favourable as the terms of existing indebtedness, which may reduce AFFO per Unit. To the extent that the REIT utilizes variable rate debt, such debt will result in fluctuations in the REIT's cost of borrowing as interest rates change. To the extent that interest rates rise, the REIT's financial condition and results of operations could be adversely affected and decrease the amount of cash available for distribution.

Potential Risks Associated with the REIT's New Strategy

Prior to the Disposition, the REIT focussed solely on Canadian medical office properties. Going forward, the REIT will be focussing its efforts on the acquisition and development of international investment opportunities in medical office properties. This new strategy involves numerous risks, and this change in strategy could have an adverse effect, financial or otherwise, on the REIT as a whole, which could cause the market price of the REIT's securities to decline or fluctuate significantly.

Investment Concentration

As a result of the REIT's investments consisting solely of commercial real estate with a particular concentration on healthcare, it will be subject to risks inherent in investments in a single industry. Demand for commercial healthcare real estate could be adversely affected by weakness in the national, regional and local economies, changes in supply of, or demand for, similar or competing properties in a particular market. To the extent that any of these conditions occur, they are likely to affect market rents for space, which could cause a decrease in the REIT's rental revenue from its properties. Any such decrease could impair the REIT's ability to satisfy any debt service obligations and generate stable positive cash flow from its operations.

Joint Venture Investments

Although the REIT does not presently have any joint venture investments, it may in the future co-invest with third parties through joint ventures. In any such joint venture, the REIT may not be in a position to exercise sole decision-making authority regarding the properties owned through joint ventures. Investments in joint ventures may, under certain circumstances, involve risks not present when a third party is not involved, including the possibility that joint venture partners might become bankrupt or fail to fund their share of required capital contributions. Joint venture partners may have business interests or goals that are inconsistent with the REIT's business interests or goals and may be in a position to take actions contrary to the REIT's policies or objectives. Such investments also have the potential risk of impasse on strategic decisions, such as a sale, because neither the REIT nor the joint venture partner would have full control over the joint venture. Any disputes that may arise between the REIT and its joint venture partners could result in litigation or arbitration that could increase the REIT's expenses and distract its officers and/or Trustees from focusing their time and effort on the REIT's business. In addition, the REIT might in certain circumstances be liable for the actions of its joint venture partners.

Risks Related to the Healthcare Industry

The healthcare industry is heavily regulated by various federal, provincial and local regulatory bodies. As a result, the REIT's tenants will generally be subject to significant laws and regulations regarding licensing and reimbursement programs. Changes in these laws and regulations, including the imposition of caps on healthcare spending and claw-backs to doctor billings, could negatively affect the ability of the REIT's tenants to make lease payments.

Medical office buildings may be highly customized and may not be easily adaptable to alternative uses. The improvements necessary to conform a building to healthcare use may be costly and tenant specific. A new or replacement tenant may require different features in a property, depending on the tenant's particular operations. If the REIT or its tenants terminate the leases for these properties, the REIT may not be able to locate suitable replacement tenants to lease the properties for their specialized uses. Consequently, the REIT may be required to spend substantial amounts to adapt the properties to other uses. Any loss of revenues and/or additional capital expenditures occurring as a result may adversely affect the financial position of the REIT.

Reliance on Key Personnel

The management and governance of the REIT depends on the services of certain key personnel, including the Chief Executive Officer and the Trustees. The loss of the services of any key personnel could have an adverse effect on the REIT and adversely impact the REIT's financial condition and results of operations and decrease the amount of cash available for distribution. The REIT does not have key man insurance on any of its key employees. In addition, the management and governance of the REIT will depend on the services of NWVP and its affiliates.

Location of Properties in Foreign Countries

All of the International Assets are located in foreign countries, specifically Brazil, Germany and Australasia and, as a result, are impacted by economic and other factors specifically affecting the real estate markets in those countries. These factors may differ from those affecting the real estate markets in other regions, including those in Canada. Although the International Assets are dispersed across several foreign countries, thereby mitigating concentration risk in any single country, a number of the International Assets could nevertheless experience any of the same conditions at the same time due to global correlations. If real estate conditions in these countries decline relative to real estate conditions in other regions, our cash flows, operating results and financial condition may be more adversely affected than those of companies in Canada or that have different, or more, geographically diversified portfolios of properties.

Competition in Foreign Real Estate Markets

The real estate markets in Brazil, Germany, and Australasia are highly competitive and fragmented and the REIT will compete for real property acquisitions with individuals, corporations, institutions and other entities which are seeking or may seek real property investments similar to those the REIT desires. An increase in the availability of investment funds or an increase in interest in real property investments may increase competition for real property investments, thereby increasing purchase prices and reducing the yield on them. Numerous other developers, managers and owners of properties will compete with us in seeking tenants. Some of the properties owned by the REIT's competitors are better located, better quality or less leveraged than the properties owned by us. Some of the REIT's competitors are better capitalized and stronger financially and hence better able to withstand an economic downturn. The existence of competition for tenants could have an adverse effect on the REIT's ability to lease space in our properties and on the rents charged or concessions granted, and could materially and adversely affect the REIT's cash flows, operating results and financial condition and the REIT's ability to make distributions on the Units.

Exchange Rate Risks

Substantially all of the REIT's investments and operations will be conducted in currencies other than Canadian dollars; however, the REIT pays distributions to Unitholders in Canadian dollars. As a result, fluctuations in such foreign currencies against the Canadian dollar could have a material adverse effect on the REIT's financial results, which is denominated and reported in Canadian dollars, and on the REIT's ability to pay cash distributions to Unitholders.

The REIT intends to implement hedging programs in order to offset the risk of revenue losses and to provide more certainty regarding the payment of distributions to Unitholders if the Canadian dollar increases in value compared to foreign currencies. However, to the extent that the REIT fails to adequately manage these risks, including if any such hedging arrangements do not effectively or completely hedge changes in foreign currency rates, the REIT's financial results, and the REIT's ability to pay distributions to Unitholders, may be negatively impacted.

Hedging transactions involve the risk that counterparties, which are generally financial institutions, may be unable to satisfy their obligations. If any counterparties default on their obligations under the hedging contracts or seek bankruptcy protection, it could have an adverse effect on the REIT's ability to fund planned activities and could result in a larger percentage of future revenue being subject to currency changes. The REIT's obligations under hedging arrangements may be secured by all or a portion of the REIT's assets, the value of which generally must cover the fair value of the transactions outstanding under the facility by some multiple.

Vendor Indemnities and Prior Commercial Operations

Pursuant to the Definitive Agreement, NWVP made certain representations and warranties to the REIT with respect to the International Assets. Such representations and warranties will survive for a period of 12 months following closing. The indemnities in the Definitive Agreement are subject to limitations, and represent unsecured contractual rights against NWVP, and as a result there can be no assurance that the REIT will be fully protected by such representations and warranties against all adverse circumstances that may arise or in the event of a breach of such representations and warranties or that NWVP will be in a position to indemnify the REIT for any such breach. The REIT may not be able to successfully enforce claims it may have against NWVP pursuant to the Definitive Agreement. The REIT may also be subject to undisclosed liability to third parties as a result of the prior history of the International Assets and such liability may be material, which could negatively impact the REIT's financial condition and results of operations and decrease the amount of cash available for distribution.

Significant Dependency on Single Lease in Brazil

The Sabará Lease is with a single tenant, the operator of the facility, and expires in October 2024. Upon the expiry of the lease, there can be no assurance that it will be renewed or that the tenant will be replaced. If the tenant does not renew the lease, our cash flows, operating results, financial condition and our ability to make distributions on the Units could be materially and adversely affected. The Sabará Lease also contains a pre-emptive right in favour of the Sabará Tenant if the controlling interest or all of the shares of the REIT subsidiary that owns Sabará are sold during the term of the lease, offering the tenant the right to purchase the shares on the same terms.

Ground Lease and Pre-Emptive Right

One of the properties in the German MOB Portfolio is located on leased land, which lease expires in 2057. Ground leases may be terminated or not renewed upon expiry. This same property is also subject to a pre-emptive right. See "Assets of the REIT – German MOB Portfolio".

The Vital SLA

The Vital SLA is a contractual arrangement that involves risks different from, and possibly greater than, the risks associated with investing directly in securities and other traditional investments. Under the Vital SLA, NWI LP is required to repay the SLA Collateral to reacquire the Vital Units or securities or property equivalent thereto, regardless of the value of the Vital Units at the time. Further, subject to certain exceptions for minimal changes, the SLA Collateral is marked to the market price of the Vital Units on a daily basis, meaning that on any given day if the value of the Vital Units increases, the SLA Counterparty will be required to pay additional SLA Collateral to NWI LP, while NWI LP will be required to repay part of the SLA Collateral to the SLA Counterparty if the value of the Vital Units declines. Accordingly, a decrease in the value of the Vital Units would require NWI LP to pay a cash amount to the SLA Counterparty, which could have a material adverse effect on the ability of the REIT to pay cash distributions to Unitholders.

The Vital SLA involves the risk of counterparties, which may be unable to satisfy their obligations. If the SLA Counterparty defaults on its obligations under the Vital SLA or seeks bankruptcy protection, it could have a material adverse effect on the REIT's ability to obtain the Vital Units. In addition, while NWI LP will have a right to instruct the SLA Counterparty in relation to the exercise of voting rights attached to the underlying Vital Units, such right only exists if the SLA Counterparty physically holds the underlying units. The SLA Counterparty does not have an obligation to physically hold the underlying Vital Units and in such circumstances, NWI LP will not have an ability to direct the exercise of voting rights.

Vital Management Rights

The Vital Management Rights entitle the REIT to indirectly receive the difference between all management fees paid by Vital Trust to NWVP or any of its wholly-owned subsidiaries and the amount that Vital Trust would have paid should it have been wholly-owned and subject to the Asset Management Agreement. Further, the REIT shall be entitled to direct NWVP, subject to NWVP's fiduciary duties, with respect to any control or direction rights of NWVP set forth in any management agreements between NWVP and Vital Trust. The value paid by the REIT to NWVP for the Vital Management Rights under the Definitive Agreement is premised on the assumption that NWVP will continue to manage Vital Trust and that the fees payable by Vital Trust under its asset management agreements will continue to be higher than those it would have paid under the Asset Management Agreement. While management believes that the Vital Management Rights will be accretive to the REIT's AFFO, there can be no assurances in this regard.

Financial Information and Information Regarding Other Public Entities

Certain information contained in this prospectus, including the historical financial information relating to the International Properties incorporated by reference into this prospectus has been derived from both NWVP's, and other third parties', historical accounting records. The REIT believes that the assumptions underlying such financial statements are reasonable, though such financial statements may not reflect what the REIT's financial position, results of operations or cash flows would have been had the REIT owned the International Assets during the historical periods presented or what the REIT's financial position, results of operations or cash flows will be in the future.

In preparing the pro forma financial information incorporated by reference into this prospectus prepared based on financial statements dated as of June 30, 2012, the REIT gave effect to, the completion of the Acquisition. The estimates used in the pro forma financial information (including those relating to the performance of the assets, indebtedness and other matters) may not be similar to the REIT's actual experience going forward.

This prospectus also contains information about NWHP REIT and Vital Trust that has been taken from, or is based upon, publicly available documents and records on file with the Canadian Securities Administrators and other regulatory bodies. The REIT was not involved in the preparation of any such publicly available documents and neither the REIT, nor any of its officers or directors, assumes any responsibility for the accuracy or completeness of such information or the failure by NWHP REIT or Vital Trust to disclose events which may have occurred or may affect the completeness or accuracy of such information but which are unknown to the REIT.

The Put/Call Agreement

The prices of the Option Units and securities of the REIT to be issued in consideration therefor pursuant to the Put/Call Agreement are fixed for 180 days following closing of the Acquisition. Accordingly, it is possible that (a) the value of an Option Unit will be less than the Put Price on the date the Put Right is exercised, and (b) the value of a Unit or Class B Unit will be higher than the price to be attributed to such securities in the Put/Call Agreement on the date the Put Right or Call Right, as applicable, is exercised. Following this 180 day period, the prices of the Option Units and Units/Class B LP Units to be issued in consideration therefor will fluctuate, meaning that the actual dilution under the Put/Call Agreement is unknown at this time. The nature of the Put/Call Agreement is such that the REIT may be required to purchase securities of NWHP REIT in the future, regardless of its liquidity or working capital position at such time. The Put/Call Agreement also means that the REIT may be subject to the related risks and uncertainties of owning such securities, including risks relating to NWHP REIT's business and any unitholders rights plan of NWHP REIT.

Significant Ownership by NWVP

NWVP currently indirectly owns approximately 96% of the issued and outstanding Units (assuming the exchange of its Class B LP Units). Pursuant to the Exchange Agreement, each Class B LP Unit will be attached to a Special Voting Unit of the REIT, providing for voting rights in the REIT. For so long as NWVP maintains a 5% interest in the REIT, NWVP will have the ability to exercise certain influence with respect to the affairs of the REIT and significantly affect the outcome of Unitholder votes (including with respect to the appointment of Trustees), and may have the ability to prevent certain fundamental transactions. NWVP also has certain pre-emptive rights to participate in future financings and other issuances of Issued Securities of the REIT or NWI LP in order to allow NWVP to restore its percentage ownership interest to what it was immediately following the closing of the Acquisition. As a result, NWVP will have the ability to influence many matters affecting the REIT which could lead to potential conflicts of interest. See "Risk Factors – Potential Conflicts of Interest". Accordingly, the Units may be less liquid and worth less than they would if NWVP did not have the ability to influence or determine matters affecting the REIT. Additionally, NWVP's significant effective interest may discourage transactions involving a change of control of the REIT, including transactions in which an investor as a holder of the Units might otherwise receive a premium for its Units over the then-current market price. Pursuant to the Exchange Agreement, each Class B LP Unit will be exchangeable at the option of the holder for one Unit of the REIT (subject to customary anti-dilution adjustments). If NWVP exchanges Class B LP Units for Units and sells Units in the public market, the market price of the Units could fall. The perception among the public that these sales will occur could also produce such effect.

Development Risks

The REIT's business model is largely dependent upon its ability to identify properties for development, to develop such properties and to lease them to operators in a timely manner and for lease amounts in excess of the costs of development. On Closing, the REIT and NWVP with enter into the Development Agreement and, as such, the REIT will depend on NWVP to carry out all of these activities. The failure of NWVP to perform its obligations under the Development Agreement to identify suitable development opportunities could have a material adverse effect on the REIT. Moreover, the termination of the Development Agreement could have an adverse effect on the REIT's financial condition and results of operation.

Potential Conflicts of Interest

The REIT will be subject to various potential conflicts of interest because of the fact that its officers and Trustees are engaged in a wide range of business activities, including real estate property management, acquisition, development and ownership. In particular, Mr. Dalla Lana will face conflicts of interest because he is a trustee, officer and/or beneficial shareholder of NWVP and NWHP REIT.

In addition, the REIT may also become involved in other transactions which conflict with the interests of its Trustees and the officers who may from time to time deal with persons, firms, institutions or corporations with which the REIT may be dealing, or which may be seeking investments similar to those desired by it. The interests of these persons could conflict with those of the REIT. In addition, from time to time, these persons may be competing with the REIT for available investment opportunities. The Declaration of Trust contains conflict of interest provisions requiring the Trustees to disclose their interests in certain contracts and transactions and to refrain from voting on those matters.

Dependence on NWVP

The REIT is dependent upon NWVP and its affiliates for various aspects of the REIT's business, including asset management, property management and development. Should affiliates of NWVP terminate any of the Asset Management Agreement, Property Management Agreement or Development Agreement, the REIT may be required to engage external service providers. The REIT may be unable to engage such providers on acceptable terms, in which case the REIT's operations and cash available for distribution may be adversely affected. In addition, the REIT is only entitled to the Vital Management Rights for so long as NWVP or any of its wholly-owned subsidiaries act as asset manager under the management agreement with Vital Trust.

Limitations on Enforcement of Certain Civil Judgments by Canadian Investors

Many of the REIT's subsidiaries are organized in foreign jurisdictions and are governed by foreign law. Substantially all of the assets of the REIT are currently located outside of Canada. As a result, it may be difficult or impossible for investors to effect service within Canada upon the REIT's subsidiaries or their respective directors and officers who are not residents of Canada or to realize against them in Canada upon judgments of courts of Canada predicated upon the civil liability provisions of applicable Canadian provincial securities laws.

Risks Relating to the Structure of the REIT

Ownership Restriction

Under current law, a trust may lose its status under the Tax Act as a mutual fund trust if it can reasonably be considered that the trust was established or is maintained primarily for the benefit of Non-Residents, except in limited circumstances. The Declaration of Trust permits the trustees to further amend the Declaration of Trust to limit the ownership of a particular holder (together with persons with which it does not deal at arm's length) to 20%, if desirable for foreign tax purposes. The Trustees have various powers that can be used for the purpose of monitoring and controlling the applicable ownership limitations. The ownership limitation may negatively affect the REIT's ability to raise financing for future acquisitions or operations. In addition, the ownership limitation could negatively impact the liquidity of the Units and the market price at which Units can be sold.

Taxation of Mutual Fund Trusts

There can be no assurance that Canadian federal income tax laws and the administrative policies and assessing practices of the CRA respecting mutual fund trusts will not be changed in a manner that adversely affects Unitholders. Should the REIT cease to qualify as a mutual fund trust under the Tax Act, the income tax considerations described under the heading "Certain Canadian Federal Income Tax Considerations" would be materially and adversely different in certain respects.

REIT Exception

The REIT Exception is comprised of a number of technical tests and the determination as to whether the REIT qualifies for the REIT Exception in any particular taxation year can only be made with certainty at the end of that taxation year. On October 24, 2012, Finance announced amendments and clarifications to the REIT Exception. An executive officer of the REIT has advised counsel that the REIT expects to qualify for the REIT Exception in 2012 as currently structured provided the October 24 Proposals are enacted as proposed. For 2013 and future years, an executive officer of the REIT has advised counsel that it expects that the REIT will not be subject to the SIFT Rules because either (i) the REIT will not hold any "non-portfolio property" and, therefore, will not be a SIFT trust, or (ii) the REIT will qualify for the REIT Exception, as proposed to be modified. However, there can be no assurance that the October 24 Proposals will be enacted as proposed. Furthermore, no assurances can be given that subsequent investments or activities undertaken by the REIT, or fluctuations in asset values, will not result in the REIT failing to qualify for the REIT Exception in 2012 or any subsequent taxation year. In addition, the REIT owns a minority interest in certain of its foreign subsidiaries. No assurances can be given that these subsidiaries will satisfy the tests contained in the REIT Exception. In these circumstances, the REIT may not satisfy the REIT Exception. NWI LP will not be subject to the SIFT Rules provided it is an "excluded subsidiary entity", which among other things, requires that only specified persons own units of NWI LP. No assurances can be given that NWI LP will be exempt from the SIFT Rules, which could have a material adverse effect on the REIT and Unitholders. Pursuant to the Definitive Agreement, NWVP is being granted certain put rights and the REIT is being granted certain call rights relating to NWVP's interest in NWHP REIT. In addition, a subsidiary of NWHP REIT, NHP LP, has issued the NHP Note to the REIT. The obligations of the NHP Note can be assigned to a permitted assignee without consent of the REIT. The nature of NHP LP's (or a permitted assignee's) investments and sources of revenue will need to be considered (and the nature of NWHP REIT's investments and sources of revenue may need to be considered) in determining whether the REIT satisfies the REIT Exception (as proposed to be amended). If NHP LP, a permitted assignee of the NHP Note, or NWHP REIT do not satisfy the technical tests that comprise the REIT Exception, the REIT may not be able to satisfy the REIT Exception (as proposed to be amended). No assurances can be given that NHP LP, a permitted assignee or NWHP REIT will satisfy the REIT Exception. The likely effect of the SIFT Rules on the market for Units, and on the REIT's ability to finance future acquisitions through the issue of Units or other securities, is unclear. If the SIFT Rules apply to the REIT, they may adversely affect the marketability of the Units, the amount of cash available for distributions and the after-tax return to investors.

FAPI

FAPI earned by CFAs of NWI LP must be included in computing the income of NWI LP for the fiscal year of NWI LP in which the taxation year of such CFA ends, subject to a deduction for grossed-up "foreign accrual tax" as computed in accordance with the Tax Act, and less certain amounts that are otherwise included in income. The deduction for grossed-up "foreign accrual tax" may not fully offset the FAPI realized by NWI LP, thereby increasing the allocation of income by NWI LP to the REIT and, therefore, the allocation of income by the REIT to Unitholders. The Foreign Tax Credit Generator Proposals may also limit the REIT's ability to deduct grossed-up "foreign accrual tax". In addition, as FAPI generally must be computed in accordance with Part I of the Tax Act as though the CFA were a resident of Canada (subject to the detailed rules contained in the Tax Act), income or transactions may be taxed differently under foreign tax rules as compared to the FAPI rules and, accordingly, may result in additional income being allocated to Unitholders.

Change of Tax Law

There can be no assurance that Canadian or foreign income tax laws, the judicial interpretation thereof, the terms of any income tax treaty applicable to the REIT or its affiliates or the administrative and assessing practices and policies of the CRA, Finance and any foreign tax authority or tax policy agency will not be changed in a manner that adversely affects the REIT, its affiliates or Unitholders. Any such change could increase the amount of tax payable by the REIT or its affiliates or could otherwise adversely affect Unitholders by reducing the amount available to pay distributions or changing the tax treatment applicable to Unitholders in respect of such distributions.

Non-Residents of Canada

The Tax Act may impose additional withholding or other taxes on distributions made by the REIT to Unitholders who are Non-Residents. These taxes and any reduction thereof under a tax treaty between Canada and another country may change from time to time. In addition, this short form prospectus does not describe the tax consequences under the Tax Act to Non-Residents, which may be more adverse than the consequences to other Unitholders. Non-Resident Unitholders should consult their own tax advisors.

Foreign Tax Credits and Deductions

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

Under the Foreign Tax Credit Generator Proposals, the foreign "business income tax" or "non-business-income tax", each as defined in the Tax Act, for any taxation year may be limited in certain circumstances. No assurances can be given that the Foreign Tax Credit Generator Proposals will not apply to any Unitholder. If the Foreign Tax Credit Generator Proposals apply, a Unitholder's foreign tax credits will be limited.

No assurances can be given that the REIT or its subsidiaries will be entitled to a foreign tax credit or deduction in Canada in respect of foreign taxes paid by its subsidiaries.

Taxation of Foreign Subsidiaries

Although the REIT and its subsidiaries have been structured with the objective of maximizing after-tax distributions, taxes (including corporate, withholding, land transfer, and other taxes) in the various jurisdictions in which the REIT invests will reduce the amount of cash available for distribution to the REIT by its subsidiaries and, therefore, reduce the amount of cash available for distribution by the REIT to Unitholders. No assurance can be given as to the future level of taxation suffered by the REIT or its subsidiaries. In addition, certain tax positions adopted by the REIT and its subsidiaries may be challenged by the CRA or a foreign taxing authority. This could materially increase taxes payable by the REIT and its subsidiaries, and thereby adversely affect the REIT's financial position and cash available for distribution to Unitholders.

PROMOTER

NWVP may be considered a promoter of the REIT as a result of the Acquisition. NWVP, directly or indirectly, currently owns: (a) 26,519,211Units, representing approximately 88% of the Units outstanding (before giving effect to the Offering), and (b) 55,944,444 Class B LP Units, representing all of the Class B LP Units outstanding. Assuming the exchange of its Class B LP Units and before giving effect to the Offering, NWVP owns approximately 96% of the issued and outstanding Units. Paul Dalla Lana, Chairman and Chief Executive Officer of the REIT, is the sole shareholder of NWVP. Pursuant to section 58(5) of the *Securities Act* (Ontario) (the "Act") and Part 8 of National Instrument 44-101, the Corporation has applied for relief from the requirements under section 58(1) of the Act and Section 5.11 of National Instrument 41-101, which require a promoter of the REIT to sign a certificate in this short form prospectus, as such requirements may apply to NWVP. The REIT has applied for such relief on the basis that, among other things, NWVP will not receive, directly or indirectly, any proceeds of the Offering.

NWVP received 9,878,165 Units and 55,944,444 Class B LP Units from the REIT as consideration under the Acquisition. See "Assets of the REIT – The Definitive Agreement". Affiliates of NWVP serve as the REIT's asset manager, property manager and developer and receives fees from the REIT pursuant to such arrangements. An affiliate of the REIT also serves as a general partner of NWI LP and is entitled to amounts under the NWI LP Agreement. See "Relationship with NWVP".

CEASE TRADE ORDERS AND BANKRUPTCIES

Other than as described below, none of the Trustees, executive officers or promoters of the REIT, or Unitholders holding a sufficient number of Units of the REIT to affect materially its control is, as at the date of this prospectus, or has been within the 10 years before the date of this prospectus, (a) a director, chief executive officer or chief financial officer of any company that was subject to an order that was issued while the existing or proposed director or executive officer was acting in the capacity as director, chief executive officer or chief financial officer, or (b) was subject to an order that was issued after the existing or proposed director or executive officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer, or (c) a director or executive officer of any company that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets. For the purposes of this paragraph, "order" means a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, in each case, that was in effect for a period of more than 30 consecutive days.

On Feb. 8, 2010, Mr. Wilson filed for personal bankruptcy under the Bankruptcy and Insolvency Act (Canada). Mr. Wilson fully performed his obligations in connection with the filing and was fully discharged on Nov. 9, 2010.

EXPERTS

The matters referred to under "Eligibility for Investment" and "Certain Canadian Federal Income Tax Considerations", as well as certain other legal matters relating to the issue and sale of the Units, will be passed upon on behalf of the REIT by Goodmans LLP and on behalf of the Underwriters by Bennett Jones LLP.

As of the date of this prospectus, the partners and associates of Goodmans LLP and Bennett Jones LLP beneficially owned, directly or indirectly, less than 1% of the outstanding securities of the REIT.

AUDITORS, TRANSFER AGENT AND REGISTRAR

The auditors of the REIT are currently BDO Canada LLP. Effective on the date of the filing of the REIT's third quarter financial statements, the auditors of the REIT will be KPMG LLP, Chartered Accountants, Toronto, Ontario. The transfer agent and registrar for the Units and Special Voting Units is Computershare Trust Company of Canada at its principal office in Toronto, Ontario.

EXEMPTION FROM NATIONAL INSTRUMENT 44-101

Pursuant to a decision of the Autorité des marchés financiers dated November 23, 2012, the REIT was granted exemptive relief from the requirement that all documents incorporated by reference into the preliminary short form prospectus must be in both the French and English languages. For the purposes of the preliminary short form prospectus only, the REIT was not required to file the French version of the Management Information Circular. The French version of the Management Information Circular incorporated by reference herein was filed on November 28, 2012.

Pursuant to a decision of the Autorité des marchés financiers dated November 29, 2012, the REIT was granted exemptive relief from the requirement that all documents incorporated by reference into the preliminary short form prospectus must be in both the French and English languages. For the purposes of the preliminary short form prospectus only, the REIT was not required to file the French versions of the unaudited condensed consolidated financial statements of the REIT for the three and nine months ended September 30, 2012, together with the notes thereto, and management's discussion and analysis of financial condition and results of operations of the REIT for the three and nine months ended September 30, 2012. The French version of such documents was filed on December 6, 2012.

In connection with the offering, the REIT has also sought and obtained exemptive relief under National Instrument 44-101 to exclude Schedule "M" of the Management Information Circular from being incorporated by reference hereunder. See "Documents Incorporated By Reference". Schedule "M" to the Management Information Circular contains the annual reports for Vital Trust for the years ended June 30, 2010, 2011 and 2012. In connection with obtaining this relief, the REIT has issued an undertaking confirming that, so long as (a) the REIT is a reporting issuer, (b) the REIT does not consolidate the financial information of Vital Trust in the financial statements of the REIT, and (c) the REIT's interest in Vital Trust represents a significant asset of the REIT or a significant portion of the REIT's cash flows: (i) so long as Vital Trust is a reporting issuer (or equivalent) in New Zealand, the REIT will file Vital Trust's annual and interim financial reports (as such are filed under the laws of New Zealand) on the REIT's SEDAR profile; (ii) if Vital Trust were to cease to become a reporting issuer (or equivalent) in New Zealand, the REIT will use its commercially reasonable efforts to provide its unitholders with separate audited annual financial statements and interim financial reports, prepared in accordance with the same GAAP as the REIT's financial statements, and related management's discussion and analysis, prepared in accordance with National Instrument 51-102 — *Continuous Disclosure Obligations* for Vital Trust (including information about any of its significant business interests); and (iii) any prospectuses filed in connection with subsequent offerings of the REIT will include appropriate financial statement disclosure for Vital Trust.

PURCHASERS' STATUTORY RIGHTS

Securities legislation in certain of the provinces and territories of Canada provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after receipt or deemed receipt of a prospectus and any amendment. In several of the provinces and territories, the securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that the remedies for rescission, revisions of the price or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for the particulars of these rights or consult with a legal adviser.

GLOSSARY OF TERMS

"**Acquisition**" means the acquisition by the REIT from NWVP of interests in: (a) Sabará; (b) the German MOB Portfolio; (c) the Vital Units; and (d) the Vital Management Rights, made pursuant to the Definitive Agreement;

"**AFFO**" has the meaning ascribed thereto under "Non-IFRS Measures";

"**Annual Information Form**" means the annual information form of the REIT dated August 14, 2012;

"**Asset Management Agreement**" means the asset management agreement among NWI Asset Management Inc., the REIT, NWI LP, as described under "Relationship with NWVP – Asset Management Agreement";

"**Asset Manager**" means NWI Asset Management Inc., an affiliate of NWVP;

"**Board**" or "**Board of Trustees**" means the board of Trustees of the REIT;

"**Brazil Securitization**" has the meaning ascribed thereto under "Assets of the REIT – Brazil – Sabará Children's Hospital";

"**Call Right**" has the meaning ascribed thereto under "Relationship with NWVP – Put/Call Agreement";

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

"**CDS**" means CDS Clearing and Depository Services Inc.;

"**CFA**" means "controlled foreign affiliate", as defined in the Tax Act;

"**Class A LP Units**" means class A limited partnership units of NWI LP;

"**Class B LP Units**" means class B limited partnership units of NWI LP;

"**Class C Amount**" has that meaning ascribed thereto under "Relationship with NWVP – Class C Amount Pursuant to the NWI LP Agreement";

"**Class C GP Units**" means class C general partnership units of NWI LP;

"**Class D GP Units**" means class D general partnership units of NWI LP;

"**Class E GP Units**" means class E general partnership units of NWI LP;

"**Closing**" means the closing of the Offering;

"**Closing Date**" means on or about December 14, 2012 or such later date as the REIT and the Underwriters may agree;

"**Closing Market Price**" has the meaning ascribed thereto under "Declaration of Trust – Redemption Right";

"**CRA**" means the Canada Revenue Agency;

"**Declaration of Trust**" means the amended and restated declaration of trust of the REIT dated as of November 16, 2012;

"**Deferred Units**" means deferred units issued pursuant to the Deferred Unit Plan;

"**Deferred Unit Plan**" means the Deferred Unit Plan of the REIT;

"**Definitive Agreement**" has the meaning ascribed thereto under "The REIT";

“**Demand Distribution**” has the meaning ascribed thereto under “Exchange Agreement”;

“**Demand Registration Right**” has the meaning ascribed thereto under “Exchange Agreement”;

“**Development Agreement**” means the development agreement among NWI LP and NWI Development Management Inc., as described under “Relationship with NWVP – Development Agreement”;

“**Developer**” means NWI Development Management Inc., an affiliate of NWVP;

“**Disposition**” means the indirect sale by the REIT, pursuant to agreements of purchase and sale dated May 31, 2012 and June 19, 2012 of a portfolio of Canadian medical office buildings to NWHP REIT;

“**Disposition Note**” has the meaning ascribed thereto under “The REIT”;

“**Early Redemption Date**” has the meaning ascribed thereto under “Assets of the REIT – Brazil – Sabará Children’s Hospital”;

“**Exchange Agreement**” means the exchange agreement dated November 16, 2012, among the REIT, the REIT GP, NWI LP and NWVP;

“**Exchange Right**” has the meaning ascribed thereto under “Exchange Agreement”;

“**Exempt Plans**” has the meaning ascribed thereto under “Eligibility for Investment”;

“**FAPI**” means foreign accrual property income;

“**Finance**” means the Minister of Finance (Canada);

“**FFO**” has the meaning ascribed thereto under “Non-IFRS Measures”;

“**Foreign Tax Credit Generator Proposals**” has the meaning ascribed there under “Certain Canadian Federal Income Tax Considerations – Taxation of Taxable Holders – REIT Distributions”;

“**GBV**” means the acquisition cost of the assets of the REIT plus: (i) the cumulative impact of fair value adjustments; (ii) acquisition related costs in respect of completed investment property acquisitions that were expensed in the period incurred; (iii) accumulated amortization on property, plant and equipment, and other assets; and (iv) deferred loan costs;

“**German MOB Portfolio**” means a portfolio of five medical office buildings located in Berlin and Northern Bavaria, Germany, comprising an aggregate of 185,000 square feet of gross leasable area, as described in further detail under “Asset of the REIT”;

“**GLA**” means gross leasable area;

“**Global Unit Certificate**” has the meaning ascribed thereto under “Declaration of Trust – Book-Based System”;

“**Gross All In Return**” has that meaning ascribed thereto under “Relationship with NWVP – Class C Amount Pursuant to the NWI LP Agreement”;

“**GT Canada**” means GT Canada Medical Properties Inc.;

“**Holder**” has the meaning ascribed thereto under “Certain Canadian Federal Income Tax Considerations”;

“**IFRS**” means International Financial Reporting Standards;

“**Indebtedness**” means (without duplication) on a consolidated basis;

a) any obligation of the REIT for borrowed money (excluding any premium in respect of indebtedness assumed by the REIT for which the REIT has the benefit of an interest rate subsidy, but only to the extent an amount receivable has been excluded in the calculation of GBV with respect to such interest rate subsidy);

b) any obligation of the REIT incurred in connection with the acquisition of property, assets or business other than the amount of future income tax liability arising out of indirect acquisitions;

c) any obligation of the REIT issued or assumed as the deferred purchase price of property;

d) any capital lease obligation of the REIT; and

e) any obligation of the type referred to in clauses (A) through (D) of another person, the payment of which the REIT has guaranteed or for which the REIT is responsible for or liable,

provided that (i) for the purposes of (a) through (d), an obligation will constitute indebtedness only to the extent that it would appear as a liability on the consolidated balance sheet of the REIT in accordance with IFRS; (ii) obligations referred to in clauses (a) through (c) exclude trade accounts payable, distributions payable to Unitholders and accrued liabilities arising in the ordinary course of business; (iii) exchangeable units issued by subsidiaries of the REIT will not constitute indebtedness notwithstanding the classification of such securities as debt under IFRS; (iv) any liabilities associated with the REIT’s obligations under the Put/Call Agreement will not constitute indebtedness notwithstanding the classification of such obligations as debt under IFRS, (v) any liabilities associated with revenue securitization arrangements will not constitute indebtedness notwithstanding the classification of such obligations as debt under IFRS, and (vi) any unsecured liabilities of the REIT will not constitute indebtedness notwithstanding the classification of such obligations as debt under IFRS.

“**International Assets**” means the Vital Units, the Vital Management Rights, Sabará, the Sabará Instalment Note and the German MOB Portfolio;

“**Issued Securities**” has the meaning ascribed thereto under “Exchange Agreement”;

“**Management Information Circular**” means the management information circular sent to Unitholders in connection with the annual and special meeting of the Unitholders held on October 30, 2012;

“**Market Price**” has the meaning ascribed thereto under “Declaration of Trust – Redemption Right”;

“**MD&A**” has the meaning ascribed thereto under “Documents Incorporated by Reference”;

“**MOB**” means medical office building;

“**Net Asset Value**” has that meaning ascribed thereto under “Relationship with NWVP – Class C Amount Pursuant to the NWI LP Agreement”;

“**NHP LP**” means NHP Holdings Limited Partnership;

“**NHP Note**” has the meaning ascribed thereto under “The REIT”;

“**NOI**” has the meaning ascribed thereto under “Non-IFRS Measures”;

“**Non-Resident**” means either a ‘‘non-resident’’ of Canada within the meaning of the Tax Act or a partnership that is not a ‘‘Canadian partnership’’ within the meaning of the Tax Act;

“**NWHP REIT**” means NorthWest Healthcare Properties Real Estate Investment Trust;

"**NWI LLC**" means NWI Healthcare Properties LLC, a limited liability company formed under the laws of Delaware;

"**NWI LP**" means NWI Healthcare Properties LP, the limited partnership formed under the laws of Ontario pursuant to the NWI LP Agreement;

"**NWI LP Agreement**" means the amended and restated limited partnership agreement of NWI LP dated November 16, 2012, among the REIT, the REIT GP, NWVP and affiliates of NWVP;

"**NW Trust**" means NorthWest Operating Trust, an affiliate of NWVP;

"**NWVP**" means NorthWest Value Partners Inc.;

"**NWVP GP**" means NWVP (NWI LP) GP Inc., an affiliate of NWVP that serves as a general partner of NWI LP;

"**NWVP Offer**" has the meaning ascribed thereto under "The REIT";

"**October 24 Proposals**" has the meaning ascribed thereto under "Certain Canadian Federal Income Tax Considerations";

"**Offered Units**" means the Units offered for sale pursuant to the Offering;

"**Offering**" means the public offering of Units pursuant to this prospectus;

"**Offering Price**" means $2.00 per Offered Unit;

"**Operating Policies**" has that meaning ascribed thereto under "Relationship with NWVP – Class C Amount Pursuant to the NWI LP Agreement";

"**Option Units**" has the meaning ascribed thereto under "Relationship with NWVP – Put/Call Agreement";

"**Over-Allotment Option**" has the meaning ascribed thereto on the cover page of this prospectus and described under "Plan of Distribution";

"**Performance Period**" means the 12 month calendar year, prorated for periods less than 12 months where applicable;

"**Piggy-Back Distribution**" has the meaning ascribed thereto under "Exchange Agreement";

"**Piggy-Back Registration Right**" has the meaning ascribed thereto under "Exchange Agreement";

"**President's List**" has the meaning ascribed thereto on the cover page of this prospectus;

"**Property Management Agreement**" means the property management agreement among NWI Property Management Inc., the REIT, as described under "Relationship with NWVP – Property Management Agreement";

"**Property Manager**" means NWI Property Management Inc., an affiliate of NWVP;

"**Proposed Amendments**" has the meaning ascribed thereto under "Certain Canadian Federal Income Tax Considerations";

"**Put/Call Agreement**" has the meaning ascribed thereto under "Relationship with NWVP – Put/Call Agreement";

"**Put Right**" has the meaning ascribed thereto under "Relationship with NWVP – Put/Call Agreement";

"**Redemption Date**" has the meaning ascribed thereto under "Declaration of Trust – Redemption Right";

“**Redemption Notes**” means unsecured subordinated promissory notes of the REIT having a maturity date to be determined at the time of issuance by the Trustees, in accordance with the Declaration of Trust, bearing interest from the date of issue at a market rate of interest determined at the time of issuance by the Trustees, payable for each month during the term on the 15th day of each subsequent month with all principal being due on maturity, such promissory notes to provide that the REIT shall at any time be allowed to prepay all or any part of the outstanding principal without notice or bonus;

“**Redemption Price**” has the meaning ascribed thereto under “Declaration of Trust – Redemption Right”;

“**Redemption Right**” has the meaning ascribed thereto under “Declaration of Trust – Redemption Right”;

“**REIT**” means NorthWest International Healthcare Properties Real Estate Investment Trust;

“**REIT Exception**” means the exception to the SIFT Rules available to a SIFT trust which satisfies certain conditions relating to the nature of a SIFT’s revenue and investments, as more particularly described below under “Certain Canadian Federal Income Tax Considerations — SIFT Rules — REIT Exception”;

“**REIT GP**” means NWI Healthcare GP Inc., general partner of NWI LP;

“**RRIF**” means registered retirement income funds;

“**RRSP**” means registered retirement saving plans;

“**Sabará**” means a 104,915 square foot private facility in São Paulo, Brazil, as described in further detail under “Assets of the REIT”;

“**Sabará Instalment Note**” has the meaning ascribed thereto under “Assets of the REIT – Brazil – Sabará Children’s Hospital”;

“**Sabará Lease**” has the meaning ascribed thereto under “Assets of the REIT – Brazil – Sabará Children’s Hospital”;

“**Sabará Lease Agreement**” has the meaning ascribed thereto under “Assets of the REIT – Brazil – Sabará Children’s Hospital”;

“**Sabará Tenant**” has the meaning ascribed thereto under “Assets of the REIT – Brazil – Sabará Children’s Hospital”;

“**SEDAR**” has the meaning ascribed thereto on the cover page of this prospectus;

“**SIFT**” means a SIFT trust or a SIFT partnership as defined in the SIFT Rules;

“**SIFT Rules**” means the amendments to the Tax Act proclaimed in force on June 22, 2007, as amended, that implement the changes announced as part of the Tax Fairness Plan proposed by the Minister of Finance (Canada) on October 31, 2006 which modify the tax treatment of SIFTs and the tax treatment of their unitholders in the manner described above under “Certain Canadian Federal Income Tax Considerations — SIFT Rules”;

“**SLA Collateral**” has the meaning ascribed thereto under “Assets of the REIT – New Zealand – Vital Trust – The Vital SLA”;

“**SLA Counterparty**” has the meaning ascribed thereto under “Assets of the REIT – New Zealand – Vital Trust – The Vital SLA”;

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

“**subsidiary**” has the meaning ascribed thereto in Ontario Securities Commission Rule 45-501 – Ontario Prospectus and Registration Exemptions;

“**Support Agreement**” means the support agreement entered into between the REIT and NWVP on April 16, 2012 in connection with the NWVP Offer;

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

“**TFSA**” means tax-free savings account;

“**Transfer Agent**” means Computershare Trust Company of Canada, at its principal office in Toronto;

“**Trustees**” means the trustees from time to time of the REIT;

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

“**TSXV**” means the TSX Venture Exchange;

“**Underwriters**” means GMP Securities L.P., National Bank Financial Inc., Scotia Capital Inc., Canaccord Genuity Corp., Desjardins Securities Inc. and Macquarie Capital Markets Canada Ltd.;

“**Underwriting Agreement**” means the underwriting agreement between the REIT and the Underwriters, as described under “Plan of Distribution”;

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

“**Units**” means trust units of NorthWest International Healthcare Properties Real Estate Investment Trust;

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended;

“**Vital Management Rights**” means a management fee participation and certain other rights in respect of Vital Trust to be provided to the REIT, as described in further detail under “Assets of the REIT”;

“**Vital SLA**” has the meaning ascribed thereto under “Assets of the REIT – New Zealand – Vital Trust – The Vital SLA”;

“**Vital Trust**” means Vital Healthcare Property Trust; and

“**Vital Units**” means 58,600,003 units of Vital Trust.

AUDITOR'S CONSENT – BDO LLP

We have read the short form prospectus of NorthWest International Healthcare Properties Real Estate Investment Trust dated December 7, 2012 relating to the issue and sale of units of the REIT. We have complied with Canadian generally accepted standards for an auditor's involvement with offering documents.

We consent to the incorporation by reference in the above-mentioned short form prospectus of our report to the unitholders of GT Canada Medical Properties Real Estate Investment Trust (the "**REIT**") on the consolidated statements of financial position of the REIT as at December 31, 2011, December 31, 2010 and January 1, 2010 and the consolidated statements of changes in unitholders' equity, comprehensive income (loss) and cash flows for the years ended December 31, 2011 and December 31, 2010. Our report is dated April 24, 2012.

(Signed) BDO LLP

Chartered Accountants, Licensed Public Accountants

Toronto, Ontario

December 7, 2012

CERTIFICATE OF THE REIT

December 7, 2012

This short form prospectus, together with the documents incorporated by reference, constitutes full, true and plain disclosure of all material facts relating to the securities offered by this short form prospectus as required by the securities legislation of each of the provinces and territories of Canada.

NORTHWEST INTERNATIONAL HEALTHCARE PROPERTIES REAL ESTATE INVESTMENT TRUST

(Signed) PAUL DALLA LANA
Chief Executive Officer

(Signed) BRIAN WILSON
Interim Chief Financial Officer

On behalf of the Board of Trustees

(Signed) ROBERT BARON
Trustee

(Signed) BERNARD CROTTY
Trustee

CERTIFICATE OF THE UNDERWRITERS

December 7, 2012

To the best of our knowledge, information and belief, this short form prospectus, together with the documents incorporated by reference, constitutes full, true and plain disclosure of all material facts relating to the securities offered by this short form prospectus as required by the securities legislation of each of the provinces and territories of Canada.

GMP SECURITIES L.P.

By: (Signed) Andrew Kiguel
Title: Managing Director

NATIONAL BANK FINANCIAL INC.

By: (Signed) Andrew Wallace
Title: Director

SCOTIA CAPITAL INC.

By: (Signed) Stephen Sender
Title: Managing Director

CANACCORD GENUITY CORP.

By: (Signed) Justin Bosa
Title: Managing Director

DESJARDINS SECURITIES INC.

By: (Signed) Mark Edwards
Title: Managing Director

MACQUARIE CAPITAL MARKETS CANADA LTD.

By: (Signed) John Bartkiw
Title: Managing Director