

UNDERWRITING AGREEMENT

August 31, 2020

BSR Real Estate Investment Trust
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: John S. Bailey, Chief Executive Officer

Dear Sir:

BMO Nesbitt Burns Inc. (the “**Lead Underwriter**”), CIBC World Markets Inc., RBC Dominion Securities Inc., Desjardins Securities Inc., National Bank Financial Inc., Scotia Capital Inc., TD Securities Inc., Industrial Alliance Securities Inc., Canaccord Genuity Corp., Raymond James Ltd., Echelon Wealth Partners Inc. and Laurentian Bank Securities Inc. (together with the Lead Underwriter, the “**Underwriters**”, and each individually, an “**Underwriter**”) understand that BSR Real Estate Investment Trust (the “**REIT**”) desires to issue and sell to the Underwriters US\$40 million of aggregate principal amount of 5.00% convertible unsecured subordinated debentures maturing on September 30, 2025 (the “**Initial Debentures**”) at a purchase price of US\$1,000 per Initial Debenture for distribution to the public. We further understand that the REIT proposes to grant to the Underwriters an over-allotment option (the “**Over-Allotment Option**”) to purchase up to an additional US\$6 million of aggregate principal amount of 5.00% convertible unsecured subordinated debentures maturing on September 30, 2025 of the same class as the Initial Debentures (the “**Over-Allotment Debentures**” and, collectively with the Initial Debentures, the “**Offered Debentures**”), as more particularly described below.

Upon and subject to the terms and conditions contained in this Agreement, the Underwriters hereby severally and not jointly agree to purchase from the REIT in their respective percentages set out in paragraph 13.1, and the REIT agrees to issue and sell to the Underwriters, at the Closing Time (as defined below), all but not less than all of the Initial Debentures at a price of \$1,000 per Initial Debenture for an aggregate purchase price of US\$40 million.

In consideration of the Underwriters’ agreement to purchase the Initial Debentures and to offer such Initial Debentures to the public pursuant to the Prospectus (as defined herein), the REIT hereby grants to the Underwriters the Over-Allotment Option, exercisable in whole or in part by written notice given at any time on or prior to the 30th day following the Closing Date (as defined herein) (the “**Over-Allotment Expiry Date**”), to purchase from the REIT the Over-Allotment Debentures at the Over-Allotment Closing Time (as defined herein) at a purchase price of \$1,000 per Over-Allotment Debenture. The notice exercising the Over-Allotment Option will be delivered to the REIT as provided herein and will specify the aggregate amount of Over-Allotment Debentures to be purchased and, upon the furnishing of such notice, the Underwriters will be obliged, severally and not jointly, to purchase the amount of the Over-Allotment Debentures specified in such notice in the respective percentages set forth in paragraph 13.1 of this Agreement, and the REIT will be obligated to issue and sell such Over-Allotment Debentures, all in accordance with the provisions hereof. The applicable Over-Allotment Option closing date (the “**Over-Allotment Closing Date**”) will be determined by the Lead Underwriter on behalf of the Underwriters but, unless otherwise agreed between the Lead Underwriter and the REIT, will not be earlier than three Business Days or later than five Business Days after the exercise of such Over-Allotment Option and, in any event, will not be earlier than the Closing Date.

The Offered Debentures shall have a face value of US\$1,000 principal amount per Offered Debenture and a coupon of 5.00% per annum, from the Closing Date, payable in equal semi-annual payments in arrears on the last day of March and September of each year (each an **"Interest Payment Date"**), commencing on March 31, 2021. Notwithstanding the foregoing, the first payment will include accrued interest from the Closing Date to, but excluding, March 31, 2021. The Offered Debentures shall have a maturity date of September 30, 2025 (the **"Maturity Date"**).

The Offered Debentures will be convertible, at the holder's option, into fully-paid, non-assessable and freely tradable Units (as defined herein) at any time prior to the close of business on the earlier of the Maturity Date and, if called for redemption, the last Business Day immediately preceding the date fixed for redemption of the Offered Debentures, at a conversion price of US\$14.40 per Unit subject to adjustment in certain events (the **"Conversion Price"**). Holders converting their Offered Debentures will receive accrued and unpaid interest thereon for the period from the last Interest Payment Date (or the Closing Date if prior to the first Interest Payment Date) to and including (i) if the REIT is making distributions to the holders of Units, the last record date occurring prior to the date of conversion for determining the holders of Units entitled to receive a distribution on the Units; and (ii) if the REIT is not making distributions to the holders of Units (or notice has been given of such suspension), the date of conversion. The Offered Debentures shall otherwise have such attributes as are described in the Prospectus and the Debenture Indenture (as defined herein). The terms and conditions of the Offered Debentures will be governed by the trust indenture to be entered into between the REIT and the Debenture Trustee (as defined herein) on the Closing Date (the **"Debenture Indenture"**).

The Offered Debentures may not be redeemed by the REIT on or prior to September 30, 2023 (the **"First Call Date"**). After the First Call Date and prior to September 30, 2024, the Offered Debentures may be redeemed by the REIT at the REIT's option, in whole at any time or in part from time to time, on not more than 60 days' and not less than 30 days' prior written notice, at a price equal to the principal amount thereof plus accrued and unpaid interest, provided that the Current Market Price (as defined herein) of the Units on the date on which the notice of redemption is given is not less than 125% of the Conversion Price. From September 30, 2024 and prior to the Maturity Date, the Offered Debentures may be redeemed by the REIT at the REIT's option, in whole or in part from time to time, at a price equal to the principal amount plus accrued and unpaid interest on not more than 60 days' and not less than 30 days' prior written notice, irrespective of the Current Market Price.

Subject to any required regulatory approval and provided no Event of Default (as such term is defined in the Debenture Indenture) has occurred and is continuing, the REIT may, at its option, on not more than 60 days' and not less than 30 days' prior notice, elect to satisfy its obligation to pay, in whole or in part, the principal amount of the Offered Debentures which are to be redeemed or the principal amount of the Offered Debentures which are due on the Maturity Date, as the case may be, by issuing freely-tradable Units to the holders of the Offered Debentures. The number of Units to be issued will be determined by dividing the aggregate principal amount of the outstanding Offered Debentures which are to be redeemed or which have matured, as the case may be, by 95% of the Current Market Price on the date fixed for redemption or the Maturity Date, as the case may be. Any accrued and unpaid interest to, but excluding the redemption date or Maturity Date, as the case may be, on the Offered Debentures which are to be redeemed or which have matured, as the case may be, will be paid in cash. The REIT may elect from time to time, subject to any required regulatory approval and provided that no Event of Default has occurred and is continuing, to satisfy all or part of its interest payment obligations by delivering sufficient fully-paid and non-assessable Units to the Debenture Trustee for sale in accordance with the

Debenture Indenture, in which event holders of Offered Debentures will be entitled to receive a cash payment equal to the interest owed, from the proceeds of the sale of the requisite number of Units by the Debenture Trustee.

Within 30 days following the occurrence of a Change of Control (as such term is defined in the Debenture Indenture), the REIT will be required to make an offer in writing to purchase all of the Offered Debentures then outstanding at a price equal to 101% of the principal amount of the Offered Debentures plus accrued and unpaid interest.

We understand that the REIT has: (i) prepared and filed with the Ontario Securities Commission (the "**OSC**") and the other Securities Commissions (as defined below) in accordance with NI 44-101 (as defined below) and 44-102 – *Shelf Distributions* (the "**Shelf Procedures**") a (final) unallocated short form base shelf prospectus (in both the English and French language) dated November 8, 2019, relating to the offering of up to US\$500,000,000 aggregate offering price of Units, debt securities, warrants and subscription receipts of the REIT (the "**Shelf Prospectus**") omitting the Shelf Information (as defined below) and other related documents relating to the proposed distribution of the Offered Debentures; and (ii) obtained from the OSC a receipt for the Shelf Prospectus representing the deemed receipt of each of the Securities Commissions other than the OSC and evidencing the receipt of the OSC pursuant to Multilateral Instrument 11-102– *Passport System* and National Policy 11-202 – *Process For Prospectus Reviews in Multiple Jurisdictions* (collectively, the "**Passport System**").

We also understand that the REIT will prepare and file, without delay, the Prospectus Supplement (as defined below) on or before August 31, 2020 (the Shelf Prospectus, as supplemented by the Prospectus Supplement, together in each case with all documents incorporated by reference therein, is referred to herein as the "**Prospectus**") and all necessary related documents in order to qualify the Offered Debentures for distribution in the Qualifying Jurisdictions (as defined below). The information included in the Prospectus Supplement that is permitted under the Shelf Procedures to be omitted from the Shelf Prospectus for which receipts or other evidence of acceptance have been obtained but that is deemed under the Shelf Procedures to be incorporated by reference into the Shelf Prospectus as of the date of and by virtue of the Prospectus Supplement is referred to herein as the "**Shelf Information**".

The Offered Debentures and the Underlying Units (as defined herein) will have the material attributes described in and contemplated by the Prospectus.

In consideration of the Underwriters' foregoing agreement to purchase all of the Initial Debentures, and, if applicable, the Over-Allotment Debentures, which will result from the REIT's acceptance of this offer, and in consideration of the services to be rendered by the Underwriters in connection therewith, the REIT agrees to pay to the Lead Underwriter, on behalf of the Underwriters, at the Closing Time a fee equal to \$1,500,000 (being 3.75% of the gross proceeds of the Initial Debentures purchased by the Underwriters at the Closing Time) (the "**Initial Fee**"), and the REIT agrees to pay to the Lead Underwriter, on behalf of the Underwriters, at the Over-Allotment Closing Time a fee equal to 3.75% of the gross proceeds of the Over-Allotment Debentures purchased by the Underwriters (the "**Option Fee**" and, together with the Initial Fee, the "**Underwriting Fee**"). The Lead Underwriter shall be entitled to receive, out of the Underwriting Fee, a work fee equal to 5.0% of the aggregate Underwriting Fee.

Terms and Conditions

The following are additional terms and conditions of this Agreement between the REIT and the Underwriters.

1. Definitions and Interpretation

1.1 Where used in this Agreement, or in any amendment hereto, the following terms have the following meanings, respectively:

“**affiliate**” and “**associate**” have the respective meanings given to such terms in the *Securities Act* (Ontario);

“**Agreement**” means this underwriting agreement as the same may be amended, supplemented or otherwise modified in accordance with the terms hereof;

“**Amendment**” means, as applicable, any amendment or supplement to the Shelf Prospectus or the Prospectus Supplement, and any ancillary materials (including Marketing Documents) that may be filed by or on behalf of the REIT relating to the qualification for distribution of the Offered Debentures under applicable Securities Laws;

“**Auditors**” means KPMG LLP, the auditors of the REIT;

“**Bailey/Hughes Holders**” means those members or affiliates of the Bailey family or the Hughes family that are party to the Bailey/Hughes Unitholder Agreement;

“**Bailey/Hughes Unitholder Agreement**” means the agreement of unitholders among the Bailey/Hughes Holders;

“**BSR LLC**” means BSR Trust, LLC;

“**BSR LLC Subsidiaries**” means, collectively, each Subsidiary of BSR LLC;

“**Business Day**” means a day, other than a Saturday or a Sunday, on which Schedule I Canadian chartered banks are open for business in Toronto, Ontario;

“**Centennial Loan**” means the \$35 million subordinated full recourse credit facility having a maturity of January 15, 2022 to which BSR LLC is party;

“**Claims**” has the meaning given to it in paragraph 8.1;

“**Class A Units**” means the Class A units of BSR LLC, as more particularly described in the Prospectus;

“**Class B Units**” means the Class B units of BSR LLC, as more particularly described in the Prospectus;

“**Cleanup**” means any containment, cleanup, removal, monitoring, treatment or other remediation or corrective action;

“Closing Date” means September 3, 2020 or any earlier or later date as the REIT and the Lead Underwriter, on behalf of the Underwriters, may mutually agree but, in any event, not later than September 11, 2020;

“Closing Time” means 8:00 a.m., Toronto time, on the Closing Date, or such other time on the Closing Date as the REIT and the Lead Underwriter, on behalf of the Underwriters, may mutually agree upon;

“Continuing Underwriters” has the meaning given to that term in paragraph 13.2;

“Conversion Price” has the meaning given to that term in the preamble;

“Credit Facility” means the revolving operating credit facility in the maximum principal amount of \$175,000,000, as more particularly described in the Prospectus;

“Current Market Price” means, for any date, the volume weighted average trading price per Unit for the US dollar denominated Units on the TSX (or if the Units are not listed on the TSX, on such other stock exchange on which the Units are listed as selected by the REIT and approved by the Debenture Trustee, or if the Units are not listed on any stock exchange, on the over-the-counter market) for the 20 consecutive trading days ending five trading days prior to the applicable date;

“Debenture Indenture” has the meaning given to that term in the preamble;

“Debenture Trustee” means TSX Trust Company or such other trust company satisfactory to the Underwriters, acting reasonably, in its capacity as trustee in respect of the Offered Debentures;

“Declaration of Trust” means the second amended and restated declaration of trust of the REIT dated as of April 23, 2020, as the same shall be further amended and restated from time to time;

“Defaulted Offered Debentures” has the meaning given to that term in paragraph 13.2;

“distribution” means distribution or distribution to the public, as the case may be, for the purposes of the Securities Laws or any of them;

“Environmental Laws” means all Laws relating to the protection of the environment, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling or Cleanup of any Hazardous Material;

“Equity Incentive Plan” means the equity incentive plan of the REIT, as the same may be amended or amended and restated from time to time;

“Financial Information” has the meaning given to that term in paragraph 4.2(a);

“First Call Date” has the meaning given to that term in the preamble;

“Governmental Authority” means any (i) multinational, federal, state, provincial, municipal, local or other governmental or public department, central bank, court,

commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision or authority of any of the foregoing; (iii) any quasi-governmental, self-regulatory organization or private body exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above, including any stock exchange; or (iv) any arbitrator exercising jurisdiction over the affairs of the applicable Person, asset, obligation or other matter;

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

“IFRS” means International Financial Reporting Standards as issued by the International Accounting Standards Board and as adopted by the Canadian Institute of Chartered Accountants in Part I of The Canadian Institute of Chartered Accountants Handbook – Accounting, as amended from time to time;

“Indemnified Party” and **“Indemnified Parties”** have the meanings given to them in paragraph 8.1;

“Initial Debentures” has the meaning given to that term in the preamble;

“Initial Fee” has the meaning given to that term in the preamble;

“Interest Payment Date” has the meaning given to that term in the preamble;

“Investor Rights Agreement” means the investor rights agreement between the REIT, BSR LLC and the Bailey/Hughes Holders as more particularly described in the Prospectus;

“Knowledge” means information to the best of the knowledge, after due inquiry, of the following persons with respect to the REIT, John S. Bailey, Susan R. Koehn, F. Blake Brazeal, Daniel M. Oberste and Scott A. Ray;

“Laws” means any and all laws, including all federal and local statutes, codes, ordinances, guidelines, decrees, rules, regulations and municipal by-laws and all judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, directives, decisions, rulings or awards or other requirements of any other Governmental Authority, binding on or affecting the Person referred to in the context in which the term is used and includes, without limitation, Environmental Laws;

“Lead Underwriter” has the meaning given to that term in the preamble;

“Leases” means, with respect to any Property, collectively, all offers or promises to lease, agreements to lease, leases, subleases, renewals of leases and other rights or licences granted by or on behalf of any REIT Entity or any of their respective predecessors in title which entitle a Person to possess or occupy or lease space in such Property, now or hereafter, together with all security, guarantees and indemnities of the tenants, subtenants and licensees’ obligations thereunder, in each case as amended, renewed or otherwise

varied, and including without limitation any parking and storage space leases, and “**Lease**” means any one of the Leases;

“**Marketing Documents**” means, collectively, (i) the Term Sheet, and (ii) all marketing materials (including any template version or limited use version thereof) approved in accordance with paragraph 3.1(d) provided to a potential investor in connection with the distribution of the Offered Debentures;

“**marketing materials**” has the meaning given to it in NI 41-101;

“**Material Adverse Effect**” means, in relation to the REIT Entities taken as a whole, any effect that is, or would reasonably be expected to be, material and adverse to the results of operations, condition (financial or otherwise), properties, assets, business, liabilities (contingent or otherwise), or cash flow of the REIT and any fact, event, or change that would result in the Prospectus or any Amendment containing a misrepresentation;

“**Material Agreements**” mean, collectively, the Declaration of Trust, the Investor Rights Agreement, the Credit Facility, the Centennial Loan, the Operating Agreement, the Bailey/Hughes Unitholder Agreement, the Debenture Indenture and this Agreement;

“**Maturity Date**” has the meaning given to that term in the preamble;

“**NI 41-101**” means National Instrument 41-101 – *General Prospectus Requirements*;

“**NI 44-101**” means National Instrument 44-101 – *Short Form Prospectus Distributions*;

“**NI 45-102**” means National Instrument 45-102 – *Resale of Securities*;

“**NI 51-102**” means National Instrument 51-102 – *Continuous Disclosure Obligations*;

“**Offered Debentures**” has the meaning given to that term in the preamble;

“**Offering**” means the offering of the Offered Debentures under the Offering Documents;

“**Offering Documents**” means, collectively, the Shelf Prospectus, the Prospectus Supplement and any Amendment;

“**Operating Agreement**” means the fourth amended and restated operating agreement of BSR LLC dated as of May 18, 2018, as the same shall be further amended and restated from time to time;

“**Option Fee**” has the meaning given to that term in the preamble;

“**OSC**” has the meaning given to that term in the preamble;

“**Over-Allotment Closing Date**” has the meaning given to that term in the preamble;

“**Over-Allotment Closing Time**” means 8:00 a.m. (Toronto time) on an Over-Allotment Closing Date, or such other time on such Over-Allotment Closing Date as may be agreed by the REIT and the Lead Underwriter;

“**Over-Allotment Debentures**” has the meaning given to that term in the preamble;

“Over-Allotment Expiry Date” has the meaning given to that term in the preamble;

“Over-Allotment Option” has the meaning given to that term in the preamble;

“Passport System” has the meaning given to that term in the preamble;

“Permits” means, with respect to any Property, all the (i) government permits, and (ii) other approvals, consents, certificates, registrations and authorizations (whether issued by a Governmental Authority having jurisdiction over a Property or otherwise), in each case held by or granted to any REIT Entity;

“Person” means an individual, a partnership, a general partner of a limited partnership, a corporation, a trust, an unincorporated organization, a government or any department or agency thereof and the heirs, executors, administrators, successors, assigns or other legal representatives thereof;

“Properties” means, collectively, the portfolio of properties wholly or partially owned, directly or indirectly, by the REIT, as more particularly described in the Prospectus;

“Prospectus” has the meaning given to that term in the preamble;

“Prospectus Supplement” means the prospectus supplement of the REIT (in both English and French language) dated the date hereof, including any documents incorporated by reference therein, prepared by the REIT in accordance with Securities Laws and which will qualify the distribution of the Offered Debentures in each of the Qualifying Jurisdictions and, for greater certainty, shall include any Amendment relating thereto and all documents incorporated therein by reference (including, without limitation, any Marketing Documents);

“Qualifying Jurisdictions” means, collectively, all of the provinces and territories of Canada;

“REIT” has the meaning given to that term in the preamble;

“REIT Entities” means, collectively, the REIT, BSR LLC, U.S. Holdco, Peace of Mind Insurance Company, Inc. and the BSR LLC Subsidiaries;

“Securities Commission” means the applicable securities commission or regulatory authority in each of the Qualifying Jurisdictions;

“Securities Laws” mean, collectively, and, as the context may require, the applicable securities laws of each of the Qualifying Jurisdictions, and the respective regulations and rules made under those securities laws together with all applicable policy statements, instruments, blanket orders and rulings of the Securities Commissions and all discretionary orders or rulings, if any, of the Securities Commissions made in connection with the transactions contemplated by this Agreement together with applicable published policy statements of the Canadian Securities Administrators, as the context may require;

“Selling Firms” has the meaning given to that term in paragraph 2.1(a);

“Shelf Information” has the meaning given to that term in the preamble;

“**Shelf Prospectus**” has the meaning given to that term in the preamble;

“**Standard Listing Conditions**” has the meaning given to that term in paragraph 4.2(c);

“**Subsidiary**” means a Person that is controlled directly or indirectly by another Person and includes a subsidiary of that subsidiary, in accordance with the meaning of National Instrument 45-106 – *Prospectus Exemptions*;

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

“**template version**” has the meaning given to it in NI 41-101 and includes any revised template version of marketing materials as contemplated in NI 41-101;

“**Term Sheet**” means the template version of the term sheet in respect of the Offering, in the English language and French language, filed by the REIT with the Securities Commissions on August 27, 2020;

“**TMX Group**” has the meaning given to that term in paragraph 26.1;

“**Trustees**” means the trustees of the REIT;

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

“**Underlying Units**” means the Units issuable on the conversion, redemption or maturity of the Offered Debentures;

“**Underwriters**” has the meaning given to that term in the preamble;

“**Underwriters’ Disclosure**” means disclosure in respect of one or more of the Underwriters provided to the REIT by or on behalf of an Underwriter in writing for inclusion in the applicable disclosure document;

“**Underwriting Fee**” has the meaning given to that term in the preamble;

“**Units**” means trust units of the REIT authorized and issued under the Declaration of Trust, and having the attributes corresponding in all material respects to the descriptions thereof in the Prospectus and any Amendment; and

“**U.S. Holdco**” means BSR REIT Holdings, Inc., a limited liability company existing under the laws of the State of Delaware, as more particularly described in the Prospectus.

- 1.2 Whenever used in this Agreement, the terms “associate”, “distribution”, “misrepresentation”, “material fact” and “material change” shall, except to the extent modified herein or as the context requires, have the meanings given to such terms, and “distribution” shall include a “distribution to the public” as defined, under applicable Securities Laws.
- 1.3 Whenever used in this Agreement, words importing the singular number only shall include the plural and *vice versa* and words importing the masculine gender shall include all genders.

1.4 All references to monetary amounts in this Agreement are to the lawful money of the United States, unless otherwise noted.

1.5 All capitalized terms not otherwise defined herein shall have the meanings given to them in the Prospectus or any Amendment.

2. **Covenants of the Underwriters**

2.1 The Underwriters covenant with the REIT that:

- (a) during the course of the distribution of the Offered Debentures to the public by or through the Underwriters, they will offer the Offered Debentures for sale to the public on behalf of the REIT, directly and through other investment dealers and brokers (the Underwriters, together with such investment dealers and brokers, are referred to herein as the “**Selling Firms**”) in the Qualifying Jurisdictions and complete the distribution of the Offered Debentures only as permitted by and in accordance with applicable Securities Laws which, for greater certainty, shall include delivery by the Underwriters of a copy of the Prospectus and any Amendment to each purchaser of Offered Debentures from the Underwriters, and, only upon the terms and conditions set forth in this Agreement and that they will not, directly or indirectly, offer Offered Debentures for sale in any jurisdiction, other than the Qualifying Jurisdictions, that would require the filing of a prospectus, registration statement, offering memorandum or similar document or would result in the REIT having any reporting or other obligation in such jurisdiction, including without limitation, the United States or any state thereof, and they shall ensure that each Selling Firm (other than the Underwriters), prior to its appointment as such, has delivered to the Underwriters an undertaking to the foregoing effect. For the purposes of this paragraph 2.1(a), the Underwriters shall be entitled to assume that the Offered Debentures are qualified for distribution in each of the Qualifying Jurisdictions until the Underwriters receive written notice to the contrary from the REIT or the applicable Securities Commissions;
- (b) notwithstanding the foregoing provisions of this paragraph 2.1, no Underwriter will be liable to the REIT with respect to a default by another Underwriter or a Selling Firm appointed by another Underwriter under this paragraph 2.1;
- (c) without the approval of the REIT, acting reasonably, they will not (i) make use of any "greensheet" relating to the Offering, or (ii) provide to any potential investors of Offered Debentures any marketing materials other than the Term Sheet;
- (d) they will provide a copy of the Prospectus and any Amendment to each potential investor of the Offered Debentures who receives any Marketing Documents;
- (e) they will complete and will use their commercially reasonable efforts to cause their Selling Firms, if any, to complete the distribution of the Offered Debentures as promptly as possible after the Closing Time and will notify the REIT when, in their opinion, the distribution of the Offered Debentures shall have ceased and provide a breakdown of the number of Offered Debentures distributed in each Qualifying Jurisdiction where such breakdown is required for the purpose of calculating fees payable to, or reimbursable by, a Securities Commission, provided that such

breakdown shall be provided no later than 30 days following the date on which the distribution of the Offered Debentures shall have ceased;

- (f) they will not make any representations or warranties with respect to the REIT or the Offered Debentures other than as set forth in this Agreement, the Prospectus, any Amendment or otherwise with the written approval of the REIT, as applicable, acting reasonably;
- (g) provided that they are satisfied, in their sole discretion that it is responsible for them to do so, they will execute and deliver to the REIT the certificates required to be executed by the Underwriters under applicable Securities Laws in connection with the Prospectus and any Amendment; and
- (h) the obligations of the Underwriters under this Agreement are several and not joint and several, and no Underwriter will be liable for any act, omission, default or conduct by any other Underwriter or any Selling Firm appointed by any other Underwriter.

2.2 The Underwriters represent, warrant and covenant, on a several basis, that from the date of commencement of distribution of the Offered Debentures to the date such distribution ceases, (i) no marketing materials in respect of the Offered Debentures that would be required to be incorporated by reference into the Prospectus or any Amendment have been provided by it or its representatives to any potential investors of the Offered Debentures prior to the execution of this Agreement, other than the Term Sheet, and such other materials as are required to be delivered to a potential investor under applicable Securities Laws, (ii) no other marketing materials in respect of the Offered Debentures will be provided by it or its representatives to any potential investors of the Offered Debentures without the prior written consent of the REIT and the Lead Underwriter approving the template version of such additional marketing materials, and (iii) no standard term sheet in respect of the Offered Debentures will be provided by it or its representatives to any potential investors of the Offered Debentures without the prior written consent of the REIT and the Lead Underwriter.

3. Covenants of the REIT

3.1 The REIT covenants and agrees with the Underwriters that:

- (a) the Offered Debentures will be duly and validly authorized and issued on the payment therefor and such Offered Debentures will have attributes corresponding in all material respects to the descriptions thereof in this Agreement and in the Prospectus and any Amendment;
- (b) the Underlying Units will be reserved for issuance and upon their issuance in accordance with the terms of the Debenture Indenture, will be duly and validly authorized and issued and such Underlying Units will have attributes corresponding in all material respects to the descriptions thereof in this Agreement and in the Prospectus and any Amendment;
- (c) it shall fulfill to the satisfaction of the Underwriters all legal requirements to be fulfilled by it to enable the Offered Debentures to be offered for sale and sold to the public in Canada by or through the Selling Firms who comply with all applicable

Securities Laws in each of the Qualifying Jurisdictions; such fulfillment shall include, without limiting the generality of the foregoing, compliance with all applicable Securities Laws including, without limitation, as soon as possible following the execution and delivery of this Agreement, and, in any event, not later than August 31, 2020 (or such other time and/or date as the REIT and the Lead Underwriter, on behalf of the Underwriters, may in writing agree, each acting reasonably) prepare and file the Prospectus Supplement, including the Shelf Information, in both the English and French Languages in form and substance satisfactory to the Underwriters in each of the Qualifying Jurisdictions with the Securities Commissions under the Securities Laws in accordance with the Passport System with the OSC in its capacity as principal regulator under the Passport System;

- (d) it will provide its full cooperation, and cause its management to provide their full cooperation, in marketing the Offering as the Underwriters may reasonably request, including in connection with the preparation of any marketing materials for provision to any potential investor in the Offered Debentures that the Underwriters reasonably request, and any template version of any such marketing materials shall be agreed upon and approved in writing by the REIT and the Lead Underwriter, each acting reasonably (which agreement shall constitute the Underwriters' authority to use such Marketing Documents, including any limited-use versions thereof, in connection with the Offering), and file such template version with the Securities Commissions as soon as reasonably practical after it has been so approved by the REIT and the Lead Underwriter and, in any event, not later than the day on which such marketing materials have or will be first provided to any potential investor in the Offering; provided that, any comparables (and all disclosure relating to such comparables) shall be redacted (to the fullest extent permitted by applicable Securities Laws) from the template version of any marketing materials filed with the Securities Commissions pursuant to this paragraph 3.1(d) and, where applicable, a complete template version of such marketing materials (containing the redacted comparables and related disclosure) shall be delivered to the applicable Securities Commissions by the REIT in compliance with applicable Securities Laws;
- (e) until the completion of the distribution of the Offered Debentures, it shall allow and assist the Underwriters to participate fully in the preparation of the Prospectus Supplement and any Amendment, and shall allow the Underwriters to conduct all "due diligence" investigations which the Underwriters may reasonably require to fulfill the Underwriters' obligations as underwriters, to enable the Underwriters to avail themselves of a defence to any claim for misrepresentation in any of the Offering Documents and to enable the Underwriters responsibly to execute any certificate required to be executed by the Underwriters in any such documentation. It shall be a condition precedent to the Underwriters' execution of any certificate in the Prospectus Supplement or any Amendment that the Underwriters be satisfied, acting reasonably, as to the form and content of the document and the execution thereby of such certificate shall be conclusive evidence of such satisfaction;
- (f) it will comply with section 57 of the *Securities Act* (Ontario) and with the other comparable provisions of the applicable Securities Laws and during the period from the date of signing the Prospectus Supplement to the date of completion of distribution of the Offered Debentures, will promptly notify the Underwriters in

writing of the full particulars of any material change, actual, anticipated, contemplated or threatened, in the business, financial condition, assets, liabilities (contingent or otherwise), or results of operations of the REIT (on a consolidated basis) or of any change in any material fact contained or referred to in any Offering Document, and of the existence of any material fact which is, or may be, of such a nature as to render the Prospectus or any Amendment untrue, false or misleading in a material respect or result in a misrepresentation. It shall, to the satisfaction of the Underwriters and their counsel, acting reasonably, promptly comply with all applicable filing and other requirements under the Securities Laws in the Qualifying Jurisdictions as a result of such change. It shall, in good faith, first discuss with the Lead Underwriter any change in circumstances (actual, proposed or, within the REIT's Knowledge, threatened) which is of such a nature that there is reasonable doubt whether notice need be given to the Underwriters pursuant to this paragraph 3.1(f) and, in any event, prior to making any filing referred to in this paragraph 3.1(f). For greater certainty but not so as to limit the generality of the foregoing, it is understood and agreed that, during the period from the date of signing the Prospectus Supplement to the date of completion of the distribution of the Offered Debentures, if the Lead Underwriter reasonably determines, after consultation with the REIT, that a material change or change in a material fact has occurred which makes untrue or misleading any statement of a material fact contained or referred to in any Offering Document, or which may result in a misrepresentation, the REIT will:

- (i) prepare and file promptly any Amendment which in its opinion, acting reasonably, may be necessary or advisable, after consultation with the Underwriters; and
- (ii) contemporaneously with filing the Amendment under the applicable laws of the Qualifying Jurisdictions, deliver to the Underwriters:
 - (A) a copy of the Amendment, signed as required by the Securities Laws;
 - (B) a copy of all documents relating to the proposed distribution of the Offered Debentures and filed with the Amendment under the applicable Securities Laws; and
 - (C) such other documents as the Underwriters shall reasonably require; and
- (g) it will ensure that, when issued, the Offered Debentures and the Underlying Units will be conditionally approved for listing on the TSX, subject only to compliance with Standard Listing Conditions.

3.2 During the period commencing on the date hereof and ending on the date the Underwriters notify the REIT of the completion of the distribution of the Offered Debentures, the REIT will promptly inform the Underwriters of the full particulars of:

- (a) any request of any Securities Commission for any amendment to any Offering Document or for any additional information in connection with the Offering;

- (b) the issuance by any Securities Commission, the TSX or any other Governmental Authority of any order to cease or suspend trading of any securities of the REIT or of the institution or threat of institution of any proceedings for that purpose; and
 - (c) any notice or other correspondence received by any of them from any Governmental Authority requesting information, a meeting or a hearing or commencing or threatening any investigation into any of them or their business that could reasonably be expected to have a material adverse effect on the business, financial condition, assets, liabilities (contingent or otherwise), or results of operations of the REIT (on a consolidated basis) or the completion of the Offering.
- 3.3 The REIT will use reasonable commercial efforts to promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such acts, documents and things as the Underwriters may reasonably require from time to time for the purpose of giving effect to the transactions and agreements contemplated by this Agreement and the Prospectus and take all such steps as may be reasonably within its or their power to implement to the full extent the provisions of this Agreement and the transactions and agreements contemplated by this Agreement and the Prospectus.
- 3.4 The REIT will apply the net proceeds from the issue and sale of the Offered Debentures substantially in accordance with the disclosure set forth under the heading "Use of Proceeds" in the Prospectus Supplement.

4. Deliveries

The REIT shall cause to be delivered to the Underwriters or their counsel:

- 4.1 contemporaneously with the filing of the Prospectus Supplement with the Securities Commissions in each of the Qualifying Jurisdictions, copies in the English language and in the French language of the Prospectus and any Amendment, together with a copy of any other document required to be filed (in the English or French language, as applicable) by the REIT under the Securities Laws in connection therewith, in each case, signed, where applicable, as required by the Securities Laws;
- 4.2 at the time of the delivery to the Underwriters pursuant to this paragraph 4 of the Prospectus or any Amendment, in each case, in the French language:
- (a) an opinion of the REIT's counsel in Québec, dated the date of such document, and reasonably acceptable in form and substance to the Underwriters' counsel, that except for any financial statements and notes thereto, Auditors' reports and consents, summary and selected financial information, management's discussion and analysis of financial condition and results of operations, consolidated capitalization, earnings coverage, and other numerical data (collectively the "**Financial Information**") contained or incorporated by reference in such document, the document in the French language in all material respects is a complete and proper translation of the English language version thereof;
 - (b) an opinion of the Auditors, dated the date of such document, and reasonably acceptable in form and substance to the Underwriters' counsel, that the Financial Information filed in the French language by the REIT under the Securities Laws in

connection with such document and contained or incorporated by reference in such document in all material respects is a complete and proper translation of the English language version thereof; and

- (c) evidence satisfactory to the Underwriters of the approval of the listing and posting for trading on the TSX of the Offered Debentures and the Underlying Units subject only to satisfaction by the REIT of the conditions imposed by the TSX in the letter of the TSX granting conditional listing approval (the “**Standard Listing Conditions**”);
- 4.3 at the Closing Time, the Over-Allotment Closing Time and at the time of the delivery to the Underwriters pursuant to paragraph 4.1 of the Prospectus or any Amendment, a comfort letter of the Auditors dated the Closing Date, Over-Allotment Closing Date or the date of the Prospectus or any Amendment, as the case may be, and addressed to the Underwriters and the Trustees, in form and substance reasonably satisfactory to the Underwriters, relating to the financial information contained in the Prospectus or any Amendment, as the case may be, and matters involving changes or developments since the respective dates of which the financial information is given to a date not more than two Business Days prior to the date of such letter, which letter shall be in addition to the Auditors’ report in the Prospectus or any Amendment provided, however, that the form of the letter delivered at the Closing Time and the Over-Allotment Closing Time shall be in the form of a “bring-down” letter;
- 4.4 without charge, at those delivery points in the Qualifying Jurisdictions as the Underwriters may reasonably request, as soon as possible and in any event to the City of Toronto no later than 12:00 noon (local time) on the first Business Day, and to other cities no later than 12:00 noon (local time) on the second Business Day after the filing of the Prospectus Supplement and thereafter from time to time during the distribution of the Offered Debentures, as many commercial copies of the Prospectus in the English language and French language as the Underwriters may reasonably request. They shall similarly cause to be delivered commercial copies of any Amendment in the English and French languages, only to the extent that, under applicable Securities Laws, copies thereof may be required to be delivered to purchasers or prospective purchasers of the Offered Debentures; and
- 4.5 during the period commencing on the date hereof and ending on the date of completion of the distribution of the Offered Debentures, the REIT will promptly provide to the Lead Underwriter and its counsel drafts of any press release of the REIT or the REIT Entities relating to any of the REIT Entities or the Offering, for review and approval by the Lead Underwriter and its counsel, such approval not to be unreasonably withheld or delayed, prior to issuance.

5. Representations and Warranties - Prospectus

- 5.1 The delivery to the Underwriters of the documents referred to in paragraphs 4.1 and 4.4 hereof shall constitute the representation and warranty of the REIT to the Underwriters that: (i) each such document at the time of its respective delivery fully complied with the requirements of the Securities Laws pursuant to which it was or is prepared, and, as applicable, filed and (ii) that all the information and statements contained therein (except information and statements relating solely to Underwriters’ Disclosure) are at the respective dates thereof, true and correct in all material respects, contain no

misrepresentation and constitute full, true and plain disclosure of all material facts relating to the REIT and its subsidiaries, taken together, and the Offered Debentures and Underlying Units as required by applicable Securities Laws; and

- 5.2 The REIT consents to the use by the Underwriters of the documents referred to in paragraphs 4.1 and 4.4 hereof in connection with the distribution of the Offered Debentures in the Qualifying Jurisdictions in compliance with the provisions of this Agreement.

6. Representations and Warranties

- 6.1 The REIT represents and warrants to the Underwriters, and acknowledges that each Underwriter is relying upon such representations and warranties, that:
- (a) the REIT is a trust validly existing under the laws of the Province of Ontario, the Trustees have been duly appointed and through the Trustees the REIT has all requisite power and authority to carry on its business or activities and to indirectly own or lease and to indirectly operate its properties, assets and related business and operations, and to execute, deliver and carry out its obligations hereunder and under the other Material Agreements to which it is a party;
 - (b) each of the REIT Entities (other than the REIT) is a corporation, partnership or limited liability company incorporated or created and existing and, in respect of each such corporation only, is validly subsisting under the laws of its jurisdiction of incorporation, and each such REIT Entity has the corporate or equivalent power and authority to carry on its business or activities and to own or lease and to operate its assets and to execute, deliver and carry out its obligations under the Material Agreements to which it is a party;
 - (c) the REIT is the sole shareholder of U.S. Holdco;
 - (d) U.S. Holdco is (i) the beneficial owner and registered holder of all of the Class A Units of BSR LLC, and (ii) the sole shareholder of Peace of Mind Insurance Company, Inc.;
 - (e) BSR LLC is (i) the sole member of BSR Management, LLC, and (ii) the indirect holder of the Properties;
 - (f) the ownership structure of the REIT Entities is as set out in the Prospectus, and, other than as disclosed in the Prospectus, all securities of the REIT Entities (excluding the Offered Debentures and the Class B Units) are held by their respective holders free and clear of all liens, charges, encumbrances and any other rights of others;
 - (g) there is no agreement to which any REIT Entity or any of its affiliates or associates is a party in force or effect which in any manner affects or will affect the voting or control of any of the securities of the REIT Entities, including the Class B Units, other than as described in the Prospectus or the Material Agreements;
 - (h) this Agreement has been duly authorized, executed and delivered by the REIT (or by one or more officers on behalf of the Trustees, in their capacity as trustees of

the REIT), and constitutes a legal, valid and binding obligation of the REIT, enforceable in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity where equitable remedies are sought and except as rights to indemnity and contribution may be limited by applicable laws;

- (i) the execution and delivery by the REIT of this Agreement, the performance by the REIT of its obligations hereunder, in compliance with the other provisions hereof, and completion of the transactions contemplated herein and in the Prospectus does not (or shall not with the giving of notice, the lapse of time or the happening of any other event or condition or any combination of the foregoing) result in a breach or a violation of, or conflict with or result in a default under, or allow any Person to exercise any rights (including any right of termination or right of first refusal) under: (i) its constituting documents or operating agreement, each as amended as of the date hereof; (ii) any Law or judgment, decree, writ, injunction, order or award of any Governmental Authority having jurisdiction over the REIT; or (iii) any material agreement, licence or Permit to which the REIT is a party or by which its property or assets may be affected, except in respect of (ii) and (iii), where any such breach, violation, conflict or default would not reasonably be expected to result in a Material Adverse Effect;
- (j) the issue and sale of the Offered Debentures and the issuance of the Underlying Units as contemplated by this Agreement and in accordance with the terms of the Debenture Indenture, will not result in any material breach of, or be in material conflict with or constitute a material default under, any term or provision of the Declaration of Trust or any material mortgage, note, indenture, contract, agreement, instrument, lease, license, permit or other document to which any of the REIT Entities or by which any of the REIT Entities or their property is bound or any judgment, decree, order, statute, rule or regulation applicable to any of the REIT Entities;
- (k) no REIT Entity has ever offered, made or received on behalf of itself or its affiliates or associates, any illegal payment or contribution of any kind, directly or indirectly, including without limitation, payments, gifts or gratuities, to any United States national, state or local government officials, employees or agents or candidates therefore or to any "foreign public official" (as such term is defined in the *Corruption of Foreign Public Officials Act* (Canada), as amended) or any "foreign official" (as such term is defined in the *Foreign Corrupt Practices Act* of 1977, as amended);
- (l) no proceedings have been taken or authorized by any REIT Entity or, to the Knowledge of the REIT, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of any REIT Entity;
- (m) except as described in the Prospectus and any Amendment or pursuant to the Material Agreements, no person has any written or oral agreement, option, understanding or commitment, or any right or privilege (whether by applicable Law, pre-emptive or contractual) capable of becoming such, under which any REIT Entity is, or may become, obligated to issue any of its securities or for the purchase of any security (including debt) of a REIT Entity or for the purchase of any securities convertible or exchangeable into any security (including debt) of a REIT Entity;

- (n) except as described in the Prospectus, as at Closing there will be no stock appreciation rights, phantom equity plans or similar rights in respect of the REIT Entities or the Underlying Units;
- (o) with the exception of the Material Agreements, there are no other material contracts (as such term is defined in NI 51-102) of or pertaining to the REIT Entities or the Properties;
- (p) the trust, partnership and corporate records (including any applicable register of partnership interests, share registers, resolutions and minute books), as applicable, of each of the REIT Entities, are complete and accurate in all material respects reflecting all proceedings of such entity and the trustees, directors or security holders of such entity, as applicable, from the respective date of formation of such entity to the date hereof;
- (q) the REIT has conducted and is conducting its business and affairs in compliance in all material respects with the terms and provisions of the Declaration of Trust (including any limitations on the transfer of ownership of Units provided for in the Declaration of Trust);
- (r) each of the REIT Entities has conducted and is conducting its business and affairs as contemplated in the Prospectus and in compliance with applicable Laws in all jurisdictions in which it carries on business, except where such non-compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;
- (s) there are no actions, suits, litigation, arbitration, mediation, or other proceedings (including appeals and applications for review) commenced or, to the Knowledge of the REIT, threatened against any of the REIT Entities, or affecting the Properties or the occupancy or use of the Properties by the tenants thereof, in law or in equity, which individually or collectively would reasonably be expected to have a Material Adverse Effect, or which may adversely affect the validity of this Agreement, the other Material Agreements, title to the Properties or the transactions relating thereto;
- (t) the REIT Entities have obtained all required material third party consents, approvals, authorizations and orders of, and have provided notice to, and completed all material filings, registrations and recordings with, all Governmental Authorities and other third parties, in each case, as required in connection with the transactions contemplated by this Agreement and the Prospectus, other than those consents or approvals of which the failure to obtain would not reasonably be expected to result in a Material Adverse Effect;
- (u) none of the REIT Entities has any material indebtedness, claim, liability or obligation of any nature (whether known or unknown, absolute, accrued, fixed, contingent, liquidated, unliquidated, unasserted or otherwise and whether due or to become due), except for the liabilities and obligations reflected in the financial statements of the REIT, disclosed in the Prospectus, or incurred in the ordinary course of business consistent with past practice since December 31, 2019;

- (v) the financial statements of the REIT incorporated by reference into the Prospectus (i) have been prepared in accordance with IFRS applied on a basis consistent with prior periods (except as disclosed in such financials statements), and (ii) present fairly, in all material respects the financial position of the REIT, as at their respective dates, and the results of operations in respect of the REIT, for the periods covered by such financial statements;
- (w) except as provided for in the Prospectus, in the ordinary course of business, or as would not reasonably be expected to have a Material Adverse Effect, since December 31, 2019, each of the REIT Entities has carried on its business and conducted its operations and affairs in the ordinary course, and there has not or have not been:
 - i. any change in the condition (financial or otherwise) of the assets, liabilities, operations, earnings or business of the REIT Entities;
 - ii. any significant difficulties that are operational in nature;
 - iii. any damage, destruction or loss (whether or not covered by insurance) affecting the property or physical assets of the REIT Entities;
 - iv. any issuance or sale by the REIT Entities or any contract entered into by the REIT Entities for the issuance or sale by it of its securities or securities convertible into or exercisable for its securities;
 - v. any write-down or write-off of any assets or any portion thereof of the REIT Entities;
 - vi. any cancellation of any debts or claims or any amendment, termination or waiver of any rights of value to the REIT Entities;
 - vii. any material capital expenditures or outstanding commitments not accrued and reflected in the financial statements of the REIT;
 - viii. any change, made or proposed, in the accounting or tax principles, practices or methods of the REIT Entities, including its practices or terms relating to accounts payable or accounts receivable or any change, made or proposed, in any policy or practice relating to pricing, investments, credit, bad debt, contingency or other reserves, except for such changes which are required by US GAAP, IFRS or any Laws; or
 - ix. any sale, transfer or lease of any property or assets to, or entering into or amending of any transactions, agreements or arrangements with or for the benefit of, any other Person;
- (x) there are no outstanding audits or reviews by a Governmental Authority of any of the tax returns of any REIT Entity;
- (y) each REIT Entity has, except as would not reasonably be expected to have a Material Adverse Effect: (i) filed all tax returns that are required to be filed by it (taking into account any valid extensions), and (ii) paid, or has made arrangements

for the payment of, all taxes (including all land transfer taxes) required to be paid by it and any other assessment, fine, interest or penalty levied against it;

- (z) any and all material agreements (including the Material Agreements) pursuant to which the REIT Entities carry on, directly or indirectly, their business and pursuant to which any REIT Entity holds assets is valid and subsisting, in full force and effect, enforceable against and by the applicable REIT Entity in accordance with their respective terms, except where enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity where equitable remedies are sought and except as rights to indemnity and contribution may be limited by applicable Laws and the Properties and the operation of the REIT's business thereat are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situate, except where the failure to be in good standing would not reasonably be expected to have had a Material Adverse Effect;
- (aa) to the Knowledge of the REIT, there is no state of facts that (with or without the lapse of time, the giving of notice or both) would constitute a breach or default or result in the acceleration of the performance, cancellation, termination, or modification by any party to any material agreement to which any of the REIT Entities is party. The REIT has not received any written notice of any actual or alleged breach or default by the any of the REIT Entities under any material agreement to which any of the REIT Entities, as the case may be, is a party, except to the extent such breaches or defaults have been cured or would not, taken as a whole, reasonably be expected to have a Material Adverse Effect;
- (bb) each of the Material Agreements conforms with the description thereof in the Prospectus in all material respects;
- (cc) insurance coverage against such risks and in such amounts as is commercially reasonable for owners of businesses similar to the business of the REIT Entities is in full force and effect. None of the REIT Entities is in default or breach of such policies of insurance, whether as to premiums or otherwise or has failed to give any notice or pay any premium or present any claim under any such insurance policy that could reasonably be expected to have a Material Adverse Effect, nor has any REIT Entity received any adverse notice under any such policy, and, to the Knowledge of the REIT, there exists no state of facts which after notice or lapse of time or both would constitute a default or breach, except to the extent such breaches or defaults have been cured or would not, taken as a whole, reasonably be expected to have a Material Adverse Effect;
- (dd) except, in each case, as would not reasonably be expected to have a Material Adverse Effect, (i) the trademarks used by the REIT Entities in respect of the Properties are solely owned or licensed by the REIT Entities and, to the Knowledge of the REIT, the REIT has the right to use them, (ii) to the Knowledge of the REIT, the conduct by the REIT Entities in respect of Properties and the business thereat does not infringe upon the intellectual property of any other person and no such infringement has been alleged by any Person, and (iii) to the Knowledge of the REIT, no other Person is materially infringing upon the intellectual property of the REIT Entities in respect of the Properties;

- (ee) (i) except as set forth in the Prospectus, the applicable REIT Entity has good and marketable title in fee simple to the Properties (subject only to encumbrances disclosed in the Prospectus, mortgages in place with respect to the Properties, or encumbrances that do not materially affect the value, use or operation of such Properties) and sufficient right, title and interest in all and to all the assets necessary to operate the Properties; (ii) other than as set out in the Prospectus, none of the REIT Entities has granted any co-ownership interest in the Properties or entered into any agreement, option, understanding or commitment, or granted any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment with any Person, for the purchase or other acquisition from it of any of the Properties owned by it, or any rights or interest therein; (iii) none of the REIT Entities which holds legal title to any of the Properties has any liabilities (contingent or otherwise), obligations or business operations other than holding title to the applicable Property and related mortgages; and (iv) except for any parties in possession pursuant to, and any rights of possession granted under, any Leases, there are no parties in possession of any part of any Properties, and there are no other rights of possession which have been granted to any third party or parties;
- (ff) the REIT Entities are not in default under or in breach of any mortgage and, to the Knowledge of the REIT, there exists no state of facts (with or without the lapse of time, the giving of notice or both) that would constitute a breach or default or result in the acceleration of the payment obligations under any such mortgages except, in each case, as would not reasonably be expected to have a Material Adverse Effect;
- (gg) all of the Properties have been and are currently being operated in compliance with Environmental Laws, including all environmental Permits, except to the extent any non-compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There are no facts relating to the Properties that are likely to give rise to a violation of Environmental Laws except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. To the Knowledge of the REIT and other than as disclosed in the Prospectus, there are no facts that would require any of the REIT Entities to make material capital expenditures to comply with any Environmental Laws in respect of the Properties;
- (hh) (i) each Permit relating to the Properties is valid, subsisting and in full force and effect (ii) none of the REIT Entities is in default or breach of any such Permit, and (iii) no proceeding is pending or, to the Knowledge of the REIT, threatened for violation of or to revoke or limit any such Permit; except, in each case, as would not reasonably be expected to have a Material Adverse Effect;
- (ii) all buildings and improvements constituting the Properties are in compliance with all applicable zoning ordinances and other municipal land use requirements, except where such non-compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;
- (jj) each of the Properties is currently being operated in compliance with applicable Laws, except where such non-compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

- (kk) there are no proposed acquisitions by the REIT that have progressed to the state where a reasonable person would believe that the likelihood of the REIT completing the acquisition is high and would be a significant acquisition for the purposes of Part 8 of NI 51-102 if completed as of the date of the Prospectus;
- (ll) except as disclosed in the Prospectus and as contemplated hereby, there is no person acting or purporting to act at the request of any of the REIT Entities or their affiliates or associates, who is entitled to any brokerage or agency fee in connection with the transactions contemplated by this Agreement;
- (mm) the REIT is a reporting issuer or the equivalent not in default under the Securities Laws and, to the Knowledge of the REIT, no circumstances exist which could jeopardize any such status;
- (nn) the REIT has not been at any time, and the REIT is not currently a "SIFT trust" (as defined in the Tax Act) and, given the REIT's present and contemplated operations and investments, the REIT will not at any time in the future become a "SIFT trust";
- (oo) the REIT qualifies as a "mutual fund trust" for purposes of the Tax Act, has filed an election under subsection 132(6.1) of the Tax Act to be deemed to have been a mutual fund trust from the time of its establishment, has conducted its affairs since its establishment so as to continue to qualify as a mutual fund trust under the Tax Act and, to the Knowledge of the REIT, no circumstances exist which could jeopardize its status as a "mutual fund trust";
- (pp) the REIT has elected to be taxed as a "real estate investment trust" under the Code, is currently taxed and expects to be taxed as a "real estate investment trust" under the Code;
- (qq) the REIT is eligible to file short form prospectuses pursuant to NI 44-101;
- (rr) the REIT is eligible to use the Shelf Procedures;
- (ss) the REIT has prepared and filed with the OSC and the other Securities Commissions in accordance with the Shelf Procedures, the Shelf Prospectus and has obtained from the OSC, as principal regulator, a receipt, in accordance with the Passport System, representing the deemed receipt of each of the Securities Commissions other than the OSC and evidencing the receipt of the OSC for the Shelf Prospectus;
- (tt) the aggregate offering amount of all securities issued or sold pursuant to the Shelf Prospectus does not, and upon completion of the Offering will not, exceed US\$500,000,000, being the maximum allowable amount thereunder;
- (uu) the forward-looking statements (as such forward-looking statements are described in the Prospectus under the caption "Cautionary Note regarding Forward-Looking Statements") included in the Prospectus are based on or derived from sources which the REIT believes to be reliable and accurate or represent the REIT's good faith estimates;

- (vv) REIT Entities have sufficient right, title and interest in and to all assets necessary to operate the Properties in accordance with the Material Agreements to which it is a party except where such failure would not reasonably be expected to have a Material Adverse Effect;
- (ww) other than as disclosed in the Prospectus, there is no governmental or other proceeding or investigation at law or in equity before any Government Authority, pending or, to the Knowledge of the REIT, threatened (and the REIT does not know of any reasonable basis therefor) against, or involving the assets, properties or business of, the REIT Entities, including the Properties, or their affiliates or associates except in respect of any proceeding or investigation which, if determined adversely, would not reasonably be expected to have a Material Adverse Effect;
- (xx) the REIT, through its Trustees in their capacity as such, has all requisite power and authority in compliance with the terms and provisions of the Declaration of Trust to: (i) enter into this Agreement and the Debenture Indenture; (ii) issue and deliver the Offered Debentures in accordance with the provisions of this Agreement and the Debenture Indenture; (iii) allot and issue the Underlying Units in accordance with the provisions of this Agreement and the Debenture Indenture, and (iv) carry out all the terms and provisions of this Agreement and the Debenture Indenture;
- (yy) the REIT is authorized to issue an unlimited number of Units, of which, as of the date hereof, there are 23,718,457 Units issued and outstanding;
- (zz) at the Closing Time, all necessary action will have been taken by the REIT to carry out (i) its obligations hereunder and to allot and authorize the issuance of the Offered Debentures and any Underlying Units; and (ii) its obligations under the Debenture Indenture and the certificates representing the Offered Debentures (if applicable). The attributes of the Offered Debentures and the Underlying Units are consistent in all material respects with the descriptions thereof in the Prospectus. The Underlying Units as described herein and in the Prospectus will be, if and when issued, duly created and, when issued, delivered and paid for in full, will be validly issued as fully paid Units of the REIT, and will not have been issued in violation of any pre-emptive rights or contractual rights to purchase securities of any REIT Entity;
- (aaa) prior to the filing of the Prospectus Supplement, the TSX will have conditionally approved for listing the Offered Debentures and the Underlying Units on the TSX, subject only to the fulfillment of the Standard Listing Conditions;
- (bbb) the form and terms of the certificate for the Offered Debentures have been (or will be prior to the Closing Date) duly approved and adopted by the Trustees and comply (or will comply) with all legal requirements, including, without limitation, the by-laws, rules and regulations of the TSX;
- (ccc) the form and terms of the certificates, if any, representing the Units have been duly approved and adopted by the Trustees and comply with all legal requirements, including, without limitation, the by-laws, rules and regulations of the TSX;

- (ddd) other than the Class B Units and except as disclosed in the Prospectus and any Amendment, or securities issued pursuant to the Equity Incentive Plan, none of the REIT Entities has, or, following the Closing Date, will have securities outstanding which are convertible into or redeemable, exchangeable or exercisable for Units and there are no outstanding options on or rights to subscribe for any of the unissued Units;
- (eee) the Auditors are independent with respect to the REIT, as required by applicable Securities Laws;
- (fff) there has not been any reportable event (within the meaning of NI 51-102) with the Auditors since the respective dates of formation or incorporation, as the case may be, of the REIT Entities;
- (ggg) other than as may be required under the Securities Laws and the rules and by-laws of the TSX, no consent, approval, authorization, order, registration or qualification of or with any Governmental Authority is required for the creation, issue or sale of the Offered Debentures or the issuance of the Underlying Units as contemplated by this Agreement and in accordance with the terms of the Debenture Indenture;
- (hhh) there is no legal or governmental action, proceeding or investigation pending or, to the Knowledge of the REIT, threatened, which would question the validity of the creation, issuance or sale of the Offered Debentures or the issuance of the Underlying Units as contemplated by this Agreement and in accordance with the terms of the Debenture Indenture or the validity of any action taken or to be taken by the REIT in connection with this Agreement;
- (iii) TSX Trust Company has been duly appointed as (i) the registrar and transfer agent of the REIT with respect to its Units and the Offered Debentures, and (ii) the Debenture Trustee for the Offered Debentures under the Debenture Indenture; and
- (jjj) except as disclosed in the Prospectus, none of the Trustees, directors, officers or employees of any of the REIT Entities has a material interest, direct or indirect, in the transactions contemplated by the Prospectus.

7. Closing of the Offering

- 7.1 The closing of the purchase and sale of the Initial Debentures provided for in this Agreement shall be completed electronically or as otherwise agreed by the parties hereto, at the Closing Time.
- 7.2 The following are conditions precedent to the obligations of the Underwriters under this Agreement, which conditions may be waived in writing in whole or in part by the Lead Underwriter on behalf of the Underwriters:
 - (a) receipt by the Underwriters of the following documents:
 - (i) a favourable legal opinion, dated the Closing Date, from the REIT's counsel, Goodmans LLP, with respect to all such matters as the Underwriters may reasonably request relating to the distribution of Offered

Debentures, including, without limiting the generality of the foregoing: (i) the creation and existence of the REIT as a trust under the Laws of the Province of Ontario; (ii) the REIT's power and capacity to own and lease property and assets and carry on business as described in the Prospectus and its ability to execute, deliver and perform its obligations under this Agreement and the Debenture Indenture; (iii) the authorization, issue and sale of the Offered Debentures; (iv) the reservation of the Underlying Units; (v) that, upon the REIT receiving payment of the purchase price for the Offered Debentures, the Offered Debentures will be outstanding as legal, valid and binding obligations of the REIT; (vi) that, upon issuance by the REIT of the Underlying Units in accordance with the terms of the Debenture Indenture, the Underlying Units will be outstanding as fully paid and non-assessable securities of the REIT; (vii) that the attributes of the Offered Debentures and the Underlying Units are consistent in all material respects with the descriptions thereof in the Prospectus and comply with the Declaration of Trust; (viii) that the Offered Debentures and the Underlying Units have been conditionally approved for listing by the TSX, subject to the fulfillment of the Standard Listing Conditions; (ix) the form of global certificate representing the Offered Debentures has been approved and adopted by the Trustees; (x) that TSX Trust Company has been appointed as registrar and transfer agent of the Units; (xi) that TSX Trust Company has been appointed as the debenture trustee for the Offered Debentures under the Debenture Indenture; (xii) the enforceability of this Agreement and the Debenture Indenture, subject to customary qualifications and limitations; (xiii) the qualification of the Offered Debentures and the Underlying Units as qualified investments as described under the heading "Eligibility for Investment" in the Prospectus Supplement, subject to the qualifications, assumptions, limitations and understandings set out therein; (xiv) confirming its opinions under the heading "Certain Canadian Federal Income Tax Considerations" in the Prospectus Supplement, subject to the qualifications, assumptions, limitations and understandings set out therein; (xv) that all required documents have been filed, all requisite proceedings have been taken and all legal requirements have been fulfilled by the REIT to qualify the Offered Debentures for distribution and sale to the public in each of the Qualifying Jurisdictions through investment dealers or brokers registered under the applicable Laws of the Qualifying Jurisdictions who have complied with the relevant provisions of such applicable Laws; (xvi) the issuance of the Underlying Units upon the conversion, redemption or maturity of the Offered Debentures and in accordance with the terms of the Debenture Indenture will not be subject to the prospectus requirements of Securities Laws; and (xvii) the first trade of the Underlying Units to be issued upon the due conversion, redemption or maturity of the Debentures in accordance with the terms of the Debenture Indenture will not be subject to the prospectus requirements of Securities Laws provided that such trade does not constitute a "control distribution", as that term is defined in NI 45-102; it is understood that such counsel may rely on the opinions of local counsel acceptable to them as to matters governed by the laws of jurisdictions other than Canada and the Province of Ontario (or provide separate opinions of local counsel in respect of such matters governed by the laws of jurisdictions other than Canada and the laws of the Province of

Ontario) and may rely, to the extent appropriate in the circumstances, as to matters of fact, on certificates of an officer of the REIT;

- (ii) a favourable legal opinion of the REIT's counsel in Québec, dated the Closing Date and acceptable in form and substance to the Underwriters' counsel, acting reasonably, as to compliance with the laws of the Province of Québec relating to the use of the French language in connection with the distribution of the Offered Debentures;
- (iii) a favourable legal opinion of the REIT's United States counsel, Mitchell, Williams, Selig, Gates & Woodyard, PLLC, dated the Closing Date and in a form and substance acceptable to the Underwriters' counsel, acting reasonably, confirming its opinion under the heading "Certain U.S. Federal Income Tax Considerations" in the Prospectus;
- (iv) a favourable legal opinion of counsel to U.S. Holdco, BSR LLC, BSR Management, LLC, and Peace of Mind Insurance Company, Inc. (collectively, the "**U.S. Opinion Entities**"), dated the Closing Date, (i) as to its authorized and issued capital and the registered owner(s) thereof; (ii) that the attributes of the securities of the U.S. Opinion Entities, to the extent described in the Prospectus, are consistent in all material respects with such description; (iii) that each of them is validly subsisting under the laws of its applicable jurisdiction of incorporation or formation, as applicable; and (iv) that, as and if applicable, it has the power and legal capacity to own the Properties and/or conduct its business as described in the Prospectus;
- (v) a certificate or certificates, dated the Closing Date and signed by the chief executive officer and the chief financial officer of the REIT, or such other officers of the REIT as may be acceptable to the Underwriters, certifying on behalf of the REIT, each without personal liability:
 - a. that the REIT has complied with all terms and conditions of this Agreement to be complied with thereby at or prior to the Closing Time;
 - b. that the representations and warranties of the REIT contained herein are true and correct as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated hereby;
 - c. that no order, ruling or determination having the effect of ceasing or suspending trading in the Offered Debentures or Units has been issued and no proceedings for such purpose are pending or, to the best of the knowledge, information and belief of the persons signing such certificate, are contemplated or threatened;
 - d. since the respective dates of the Prospectus and any Amendment there has been no material adverse change, financial or otherwise, in the business, affairs, operations, assets, liabilities (contingent or otherwise), or capital of the REIT Entities (taken as a whole), or any development involving a prospective material adverse change,

financial or otherwise, in the business affairs, operations, assets, liabilities (contingent or otherwise), or capital of the REIT Entities (taken as a whole), from that disclosed in the Prospectus or any Amendment, as the case may be (as they existed at the time of filing); and

- e. since the date of this Agreement, no transaction or agreement has been entered into by any REIT Entity which is material to the REIT Entities (taken as a whole) other than as described in the Prospectus or any Amendment;

and such statements shall be true in fact;

- (vi) the comfort letter from the Auditors required to be delivered at the Closing Time pursuant to paragraph 4.3;
- (vii) a favourable legal opinion, dated the Closing Date, from Blake, Cassels & Graydon LLP, in form and content satisfactory to the Underwriters, as to such matters as the Underwriters may reasonably request;
- (viii) evidence satisfactory to the Underwriters that the REIT has obtained all necessary approvals for the listing of the Offered Debentures and Underlying Units on the TSX subject only to the Standard Listing Conditions;
- (ix) evidence satisfactory to the Underwriters that the Trustees have authorized and approved the Material Agreements, and, in each case, all matters relating thereto, and have authorized and approved the issuance of the Offered Debentures and Underlying Units as contemplated in this Agreement and in accordance with the terms of the Debenture Indenture, and all matters relating thereto;
- (x) evidence satisfactory to the Underwriters that the Bailey/Hughes Holders have waived their pre-emptive and piggy back rights pursuant to the Investor Rights Agreement; and
- (xi) one or more global certificates representing the Initial Debentures registered in the name of CDS Clearing and Depositary Services Inc. or its nominee, or in such name or names as the Lead Underwriter or the Underwriters may direct (or its equivalent in the non-certificated inventory system of the REIT's registrar and transfer agent);

all in form and substance satisfactory to the Underwriters, acting reasonably; and

- (b) the Underwriters not having previously terminated their obligations pursuant to paragraph 10 of this Agreement.

7.3 It shall be a condition precedent to the REIT's obligations to issue the Initial Debentures that:

- (a) the Underwriters shall have delivered or caused to be delivered to the REIT a wire transfer representing the gross proceeds payable by the Underwriters for the Initial Debentures, less the Initial Fee; and
- (b) the Underwriters shall have complied with the covenants and satisfied all terms and conditions herein contained to be complied with and satisfied by them at or prior to the Closing Time.

7.4 The Over-Allotment Option shall be exercisable, in whole or in part, at any time until 12:00 noon (Toronto time) on the Over-Allotment Expiry Date. The Over-Allotment Option may be exercised by the Lead Underwriter, on behalf of the Underwriters, by delivery of written notice to the REIT, confirming the number of Over-Allotment Debentures in respect of which the Over-Allotment Option is being exercised. Upon exercise of the Over-Allotment Option, the REIT shall become obligated to issue and sell, and the Underwriters shall become severally obligated to purchase the total number of the Over-Allotment Debentures as to which the Underwriters are exercising the Over-Allotment Option in accordance with their respective percentages set out in paragraph 13.1 hereof. The Over-Allotment Option closing time (the “**Over-Allotment Closing Time**”) shall be determined by the Lead Underwriter on behalf of the Underwriters but shall not be earlier than two Business Days or later than five Business Days after the exercise of the Over-Allotment Option and, in any event, shall not be earlier than the Closing Date.

If the Over-Allotment Option is exercised as to all or any portion of the Over-Allotment Debentures, one or more global certificates for such Over-Allotment Debentures (or their equivalent in the non-certificated inventory system of the REIT’s registrar and transfer agent), and payment therefor, shall be delivered at the Over-Allotment Closing Time in the manner, and upon the terms and conditions, set forth in paragraphs 7.2 and 7.2(a)(xi), except that reference therein to the Initial Debentures and the Closing Time shall be deemed, for the purposes of this paragraph 7.4, to refer to such Over-Allotment Debentures and Over-Allotment Closing Time, respectively, and the amount payable by the Underwriters to the REIT in respect of the exercise of the Over-Allotment Option shall be equal to the gross proceeds of the sale of the Over-Allotment Debentures and the Option Fee shall be payable by the REIT to the Underwriters in respect of such Over-Allotment Debentures.

If the Over-Allotment Option is exercised, the obligations of the Underwriters to purchase the Over-Allotment Debentures shall be conditional on the delivery by the REIT of the certificates referred to in paragraph 7.2(a)(v) as of the Over-Allotment Closing Time as if references therein to the Closing Time were references to the Over-Allotment Closing Time, the comfort letter from the Auditors required to be delivered at the Over-Allotment Closing Time pursuant to paragraph 4.3 and such other certificates, opinions, agreements, materials or other documents in form and substance satisfactory to the Underwriters as they may reasonably request.

The obligation of the Underwriters to close the exercise of the Over-Allotment Option at the Over-Allotment Closing Time shall be conditional on the Underwriters not having previously terminated their obligations pursuant to paragraph 10 of this Agreement, with reference therein to “Closing Time” being deemed, for the purposes hereof, to refer to the Over-Allotment Closing Time.

8. Indemnity

- 8.1 The REIT shall indemnify and hold harmless each of the Underwriters and their respective subsidiaries and affiliates, and each of their respective directors, officers, employees, partners, and agents (collectively, the “**Indemnified Parties**” and each, an “**Indemnified Party**”) to the fullest extent lawful, from and against all losses (other than losses of profit in connection with the distribution of the Offered Debentures), claims, reasonable costs, reasonable expenses, actions, suits, proceedings, investigations, damages and liabilities (joint and several), including, without limitation, the reasonable fees and expenses of their counsel, all amounts paid to settle Claims (as defined below) if settled in accordance with the terms hereof or satisfy judgments or awards, and other reasonable out-of-pocket expenses incurred in investigating and defending any pending or threatened action, suit, proceeding, investigation or claim that may be made or threatened against any of the Indemnified Parties or in enforcing this indemnity (collectively, the “**Claims**”), to which any of the Indemnified Parties may become subject or otherwise involved in any capacity insofar as the Claims arise out of, result from, are based upon, or arise directly or indirectly by reason of:
- (a) any information or statement (except any information or statement relating to Underwriters’ Disclosure) contained in the Prospectus or any Amendment, being or being alleged to be an untrue statement, omission or misrepresentation;
 - (b) any order made or any inquiry, investigation or proceeding announced, instituted or threatened by any court, securities regulatory authority, stock exchange or by any other competent authority, based upon any untrue statement, omission or misrepresentation or alleged untrue statement, omission or misrepresentation (except a statement, omission or misrepresentation relating solely to Underwriters’ Disclosure) in the Prospectus or any Amendment (except any document or material delivered or filed solely by the Underwriters) preventing or restricting the trading in or the sale or distribution of the Offered Debentures in any of the Qualifying Jurisdictions;
 - (c) any breach or default under any representation, warranty, covenant or agreement of the REIT in this Agreement or any other documents, materials, instruments or certificates to be delivered pursuant hereto or the failure thereby to comply with any of its obligations hereunder or thereunder; or
 - (d) the REIT failing to comply with any requirement of any Securities Laws relating to the offering of the Offered Debentures or any alleged breach by the REIT of any Securities Laws relating to the Offering.
- 8.2 If any Claim contemplated by this paragraph 8 shall be asserted against any of the Indemnified Parties, or if any potential Claim contemplated by this paragraph 8 shall come to the knowledge of any of the Indemnified Parties, the Indemnified Party concerned shall notify the REIT (the “**Indemnifying Party**”) as soon as practicable, of such Claim (provided that any failure or delay to so notify shall not, except (and only) to the extent of actual prejudice to the Indemnifying Party therefrom, affect the Indemnifying Party’s liability under this paragraph 8), and the Indemnifying Party, shall, subject as hereinafter provided, promptly assume the defence on behalf of the Indemnified Party of any suit brought to enforce such Claim. Any such defence shall be through legal counsel acceptable to the Indemnified Party, and the Indemnifying Party shall pay the reasonable

fees and disbursements of such counsel relating to such matter, and no admission of liability or settlement shall be made by the Indemnifying Party without, in each case, the prior written consent of the Indemnified Party, such consent not to be unreasonably withheld. Without limiting the generality of the foregoing, the Indemnifying Party shall not, without the Underwriters' prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Claim in respect of which indemnification may be sought hereunder (whether or not any Indemnified Party is a party thereto) unless such settlement, compromise, consent or termination includes an unconditional release of all Indemnified Parties from any liabilities arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by any Indemnified Party. An Indemnified Party shall have the right to employ separate counsel in any such suit and participate in the defence thereof but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless: (i) the Indemnifying Party fails to assume the defence of such suit on behalf of the Indemnified Party within ten days of receiving notice of such suit or having assumed such defense, fails to pursue it; (ii) the employment of such counsel has been authorized by the Indemnifying Party; or (iii) the named parties to any such suit (including any added or third parties) include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party shall have been advised in writing by counsel that there may be one or more legal defences available to the Indemnified Party which are different from or in addition to those available to the Indemnifying Party or the Indemnified Party is advised by counsel that there is an actual or potential conflict in the Indemnifying Party's and its interests (in each of which cases the Indemnifying Party shall not have the right to assume the defence of such suit on behalf of the Indemnified Party, the Indemnified Party shall be required to keep the Indemnifying Party apprised of the developments of the Claim, including providing copies of any material documents related thereto to the Indemnifying Party, and the Indemnifying Party shall be liable to pay the reasonable fees and expenses of the counsel for the Indemnified Party). No admission of liability or settlement may be made by an Indemnified Party without, in each case, the prior written consent of the Indemnifying Party, such consent not to be unreasonably withheld. It is understood that the Indemnifying Party shall, in connection with any one Claim or separate but substantially similar or related Claims in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the fees and expenses of only one separate law firm at any time for all Indemnified Parties not having actual or potential differing interests. It is the intention of the Indemnifying Party to constitute the Underwriters as trustees for the Underwriters' subsidiaries and affiliates and their respective directors, officers, employees, partners and agents of the covenants of the Indemnifying Party under this paragraph 8 and the Underwriters agree to accept such trust and to hold and enforce such covenants on behalf of such persons.

- 8.3 The Indemnifying Party agrees that if any Claim is brought against, or an investigation commenced in respect of, the Indemnifying Party or the Indemnified Party and the Indemnified Party and personnel of the Underwriters will be required to testify, participate or respond in respect of or in connection with this Agreement, the Underwriters will have the right to employ their own counsel in connection therewith (provided such counsel is acceptable to the Indemnifying Party, acting reasonably) and the Indemnifying Party will reimburse the Underwriters for such reasonable disbursements and out-of-pocket expenses as may be incurred, including reasonable fees and disbursements of the Underwriters' counsel.

- 8.4 If for any reason the indemnification provided for in paragraph 8.1 is unavailable or unenforceable, in whole or in part, to or by an Indemnified Party in respect of any losses, claims, damages, liabilities, costs or expenses (or Claims in respect thereof) for which indemnity is provided in paragraph 8.1, and subject to the restrictions and limitations referred to therein, the Indemnifying Party and the Underwriters shall contribute to the amount paid or payable (or, if such indemnity is unavailable only in respect of a portion of the amount so paid or payable, such portion of the amount so paid or payable) by such Indemnified Party as a result of such losses (other than losses of profits in connection with the distribution of the Offered Debentures), claims, damages, liabilities, costs or expenses (or Claims in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Party on the one hand and the Underwriters on the other hand from the sale of the Offered Debentures as well as their relative fault; provided, however, that each of the Underwriters shall not in any event be liable to contribute, in the aggregate, any amount in excess of that Indemnified Party's portion of the Underwriting Fee actually received under this Agreement.

The relative benefits received by the Indemnifying Party on the one hand and the Underwriters on the other hand shall be deemed to be in the proportion that the total proceeds received from the sale of the Offered Debentures (net of the Underwriting Fee (or any portion thereof) actually received) is to the Underwriting Fee (or any portion thereof) actually received. The amount paid or payable by an Indemnified Party as a result of such losses, claims, damages, liabilities, costs or expenses (or Claims in respect thereof) referred to above shall be deemed to include any reasonable legal or other expenses incurred by such Indemnified Party in connection with investigating or defending any such losses, claims, damages, liabilities, costs or reasonable expenses (or Claims in respect thereof), whether or not resulting in any such Claim.

- 8.5 The Underwriters shall cease to be entitled to the rights of indemnity and contribution contained in this paragraph 8 and shall reimburse any funds advanced by the Indemnifying Party pursuant to this paragraph 8:
- (a) if the REIT has complied with the provisions of paragraph 3.1(f) and the person asserting any Claim for which indemnity would otherwise be available was not delivered a copy of the Prospectus or was not provided with a copy of any Amendment which corrects any misrepresentation contained in the Prospectus which is the basis for such Claim and which Prospectus or Amendment is required under Securities Laws to be delivered to such person by the Underwriters or members of any Selling Firm; or
 - (b) if and to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such losses, expenses, claims, actions, damages or liabilities to which an Indemnified Party may be subject have resulted from the gross negligence or wilful misconduct of the Indemnified Party (provided that for greater certainty, an Underwriter's failure to conduct such reasonable investigations so as to provide reasonable grounds for a belief that the Prospectus or any Amendment contained no misrepresentation (or, colloquially, to permit the Underwriter to sustain a "due diligence defense" under Securities Laws) shall not be deemed to constitute "gross negligence" or "wilful misconduct" for purposes of this paragraph 8.5(b) or otherwise automatically be deemed to disentitle an Indemnified Party from claiming indemnification or contribution).

- 8.6 The Underwriters shall be indemnified by the REIT to the extent and manner as set out herein. Such indemnity shall be in addition to, and not in derogation or substitution for, any other liability that any party may have, or any right that any of the Indemnified Parties may have, apart from that indemnity, and shall be binding upon and enure to the benefit of any successors, permitted assigns, heirs and personal representatives of the Indemnifying Parties, the Underwriters or any other Indemnified Party. The rights of contribution provided in this paragraph 8 are in addition to and not in derogation or substitution of any other right to contribution which the Indemnified Parties may have by statute or otherwise at law.
- 8.7 The Indemnifying Party hereby waives any right it may have of first requiring an Indemnified Party to proceed against, enforce any other right, power, remedy or security or claim payment from, any other person before claiming against it (or either entity comprising the Indemnifying Party under this paragraph 8).

9. Expenses

- 9.1 Whether or not the transactions herein contemplated shall be completed, all expenses of or incidental to the Offering and the transactions herein or in the Prospectus contemplated including, without limitation: stock exchange listing fees, rating agency fees (if applicable), expenses payable in connection with the qualification of the distribution of the Offered Debentures, the fees and expenses of counsel for the REIT, all fees and expenses of local counsel, all fees and expenses of the Auditors, all reasonable costs and out-of-pocket expenses incurred in the marketing of the Offered Debentures (including travel), all costs relating to roadshows, meetings and the preparation of audio-visual and other meeting materials and all costs incurred in connection with preparing, printing, translating, filing and providing commercial copies of the Shelf Prospectus and the Prospectus Supplement, including any Amendment, other documents and certificates representing the Offered Debentures, and all applicable taxes, shall be borne by and be for the account of the REIT. Notwithstanding the foregoing, the reasonable fees and expenses of counsel to the Underwriters and the reasonable out-of-pocket expenses incurred by the Underwriters shall be paid by the Underwriters, except that the Underwriters will be reimbursed for all of these fees, expenses and costs, if the Offering is not completed due to any failure on the part of the REIT to comply with the terms and conditions of this Agreement.

10. Termination

- 10.1 In addition to any other remedies which may be available to the Underwriters, an Underwriter shall be entitled, at its option, to terminate and cancel, without any liability on the Underwriter's part, that Underwriter's obligations under this Agreement if, prior to the Closing Time:
- (a) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is instituted, announced or threatened or any order is issued by any Governmental Authority or otherwise (other than an inquiry, investigation, proceeding or order based upon the activities or alleged activities of the Underwriters or the Selling Firms), or there is any change of Law, or the interpretation or administration thereof, which in the reasonable opinion of the Underwriter operates to prevent or restrict the trading in the Offered Debentures or the Underlying Units or the distribution of the Offered Debentures or which in the reasonable opinion of the Underwriter, acting in good faith, could be expected

to have a material adverse effect on the market price or value of the Offered Debentures or Underlying Units, by giving the REIT and, if applicable, the Lead Underwriter written notice to that effect not later than the Closing Time;

- (b) there shall occur or be discovered by the Underwriters any material change in the business, financial condition, assets, liabilities (contingent or otherwise) or results of operations of the REIT Entities (taken as a whole) or any new material fact or any change in any material fact contained or referred to in the Prospectus or any Amendment, or there shall exist any material fact which is, or may be, of such a nature as to render the Prospectus or any Amendment untrue, false or misleading in a material respect or result in a misrepresentation (other than a change or fact related solely to the Underwriters or the Selling Firms), which in the reasonable opinion of the Underwriter, acting in good faith, could be expected to have a material adverse effect on the market price or value of the Offered Debentures or Underlying Units, by giving the REIT and, if applicable, the Lead Underwriter written notice to that effect not later than the Closing Time;
- (c) there should be announced, develop, occur or come into effect or existence any event, action, state, condition or occurrence of national or international consequence, including, without limiting the generality of the foregoing, any pandemic (including, without limitation, matters caused by, relating to or resulting from the COVID-19 pandemic, to the extent that there is any material adverse development related thereto, or similar event or the escalation thereof, in each case, after August 27, 2020), acts of hostilities or escalation thereof or other calamity or crisis, or any change or development involving a prospective change in national or international political, financial or economic conditions or any action, Law, regulation or inquiry which, in the reasonable opinion of the Underwriter, acting in good faith, materially adversely affects or involves, or may materially adversely affect or involve, the financial markets in Canada or the United States, or the business, operations or affairs of the REIT Entities (taken as a whole), or the market price or value of the Offered Debentures or Underlying Units, by giving the REIT and, if applicable, the Lead Underwriter written notice to that effect not later than the Closing Time;
- (d) there shall occur or have been announced any change or proposed change in the federal income tax laws of Canada or the United States, the regulations thereunder or the interpretation or administration thereof which, in any such case, in the reasonable opinion of the Underwriter, acting in good faith and after consultation with the REIT, could reasonably be expected to have a material adverse effect on the market price or value of the Offered Debentures or Underlying Units, by giving the REIT and, if applicable, the Lead Underwriter written notice to that effect prior to the Closing Time; or
- (e) such Underwriter elects to terminate its obligations hereunder pursuant to paragraph 14.

If an Underwriter terminates its obligations hereunder pursuant to this paragraph 10, the REIT's liability hereunder to that Underwriter shall be limited to the REIT's obligations under paragraph 8 and payment of expenses referred to in paragraph 9 hereof.

11. Market Stabilization

11.1 In connection with the distribution of the Offered Debentures, the Underwriters and members of their selling group (if any) may effect transactions which stabilize or maintain the market price of the Units or Offered Debentures at levels above those which might otherwise prevail in the open market in compliance with Securities Laws. Such stabilizing transactions, if any, may be discontinued at any time.

12. Reliance on the Lead Underwriter, Etc.

12.1 All steps or other actions which must or may be taken by the Underwriters in connection with this Agreement shall be taken by the Lead Underwriter, with the exception of the matters contemplated by paragraphs 8, 10, 13 and 14, on the Underwriters' behalf, and the execution of this offer by the Underwriters shall constitute the authority of the REIT for accepting notification of any such steps or other actions from the Lead Underwriter.

13. Underwriters' Obligations to Purchase Offered Debentures

13.1 The Underwriters' obligation to purchase the Offered Debentures at the Closing Time or the Over-Allotment Closing Time, as applicable, shall be several and not joint, and the Underwriters' respective obligations in this respect shall be as to the following percentages of the aggregate amount of Offered Debentures to be purchased at that time:

BMO Nesbitt Burns Inc.	26%
CIBC World Markets Inc.	15%
RBC Dominion Securities Inc.	15%
Desjardins Securities Inc.	11%
National Bank Financial Inc.	11%
Scotia Capital Inc.	6%
TD Securities Inc.	6%
Industrial Alliance Securities Inc.	4%
Canaccord Genuity Corp.	2%
Raymond James Ltd.	2%
Echelon Wealth Partners Inc.	1%
Laurentian Bank Securities Inc.	1%
	<hr/>
	100%

13.2 If one or more of the Underwriters fails to purchase its or their applicable percentages of the aggregate amount of the Offered Debentures at the Closing Time or the Over-Allotment Closing Time, as applicable, (such Offered Debentures not being purchased being the "**Defaulted Offered Debentures**") the other Underwriter or Underwriters (the "**Continuing Underwriters**") shall have the right, but shall not be obligated, to purchase on a pro-rata basis (or in such other proportion as the remaining Underwriters may mutually agree) all, but not less than all, of the Defaulted Offered Debentures. If no such arrangement has been made and the number of Defaulted Offered Debentures does not exceed 10% of the Offered Debentures, the Continuing Underwriters will be obligated to

purchase the Defaulted Offered Debentures on the terms set out in this Agreement in proportion to their obligations under this Agreement. If the number of Defaulted Offered Debentures exceeds 10% of the Offered Debentures the right to purchase the Defaulted Offered Debentures, as described above, is not exercised, the Underwriter or Underwriters which are able and willing to purchase shall be relieved of all obligations to the REIT on submission to the REIT of reasonable evidence of its or their ability and willingness to fulfill its or their obligations hereunder at the Closing Time or the Over-Allotment Closing Time, as applicable. Nothing in this paragraph 13.2 shall oblige the REIT to sell to any or all of the Underwriters less than all of the aggregate amount of the Offered Debentures or shall relieve any of the Underwriters in default hereunder from liability to the REIT.

14. Conditions

- 14.1 All of the terms and conditions contained in this Agreement to be satisfied by the REIT prior to the Closing Time or the Over-Allotment Closing Time, as applicable, shall be construed as conditions, and any breach or failure by the REIT to comply with any of such terms and conditions shall entitle any Underwriter to terminate its obligations hereunder by written notice to that effect given to the REIT prior to the Closing Time or the Over-Allotment Closing Time, as applicable. It is understood and agreed that the Underwriters may waive in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to their rights in respect of any such terms and conditions or any other or subsequent breach or non-compliance; provided, however, that to be binding, any such waiver or extension must be in writing and signed by all the Underwriters. If an Underwriter elects to terminate its obligations hereunder the obligations of the REIT hereunder shall be limited to the indemnity referred to in paragraph 8 hereof and the payment of expenses referred to in paragraph 9 hereof.

15. Survival

- 15.1 All warranties, representations, covenants and agreements of the REIT herein contained (including its obligations under paragraphs 8 and 9) shall survive the purchase by the Underwriters of the Offered Debentures and shall continue in full force and effect for the period hereinafter described, regardless of any investigation which the Underwriters may carry out or which may be carried out on behalf of the Underwriters or otherwise and notwithstanding any subsequent disposition by the Underwriters of the Offered Debentures. Such warranties, representations, covenants and agreements of the REIT shall survive for such maximum period of time as the Underwriters may be entitled to commence an action, or exercise a right of rescission, with respect to a misrepresentation contained in the Prospectus or any Amendment or any of them, pursuant to applicable Securities Laws in any of the Qualifying Jurisdictions. Notwithstanding the foregoing, in the case of any fraud or fraudulent misrepresentation of the REIT, the representations, warranties and covenants of such party contained in this Agreement or in agreements, certificates or other documents referred to in this Agreement or delivered pursuant to this Agreement shall survive the purchase and sale of the Offered Debentures and the termination of this Agreement and shall remain in full force and effect indefinitely.

16. Securities Sales

- 16.1 Except for the issuance of Underlying Units in accordance with the terms of this Agreement and the Debenture Indenture, the REIT will not, directly or indirectly, without the prior written consent of the Lead Underwriter, on behalf of the Underwriters, such consent not

to be unreasonably withheld, for a period commencing on the date hereof and ending on the date that is 90 days after the Closing Date, directly or indirectly, (i) offer, issue, grant any option, right or warrant to purchase, or otherwise transfer or dispose of any additional Units, financial instruments or securities convertible into or exercisable or exchangeable for Units or announce any intention to do any of the foregoing, in a public offering, by way of private placement or otherwise, other than (a) as partial consideration to a vendor in connection with the acquisition of assets, (b) in connection with the valid redemption of Class B Units by a holder thereof, (c) pursuant to the Equity Incentive Plan, or (d) in connection with the conversion, exchange, exercise or redemption of rights of existing outstanding securities of the REIT or any of its Subsidiaries or existing commitments of the REIT or any of its Subsidiaries to issue securities of the REIT or any of its Subsidiaries, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Units, whether any such transaction is to be settled by delivery of Units, other securities, cash or otherwise.

17. Notice

17.1 Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by email on a Business Day to the following addresses:

in the case of the REIT:

BSR Real Estate Investment Trust
1400 W. Markham, Suite 202
Little Rock, AR 72201
USA

Attention: John S. Bailey
Email: [redacted – personal information]

with a copy to:

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

Attention: Stephen Pincus and Brad Ross
Email: spincus@goodmans.ca and bross@goodmans.ca

in the case of the Lead Underwriter to:

BMO Nesbitt Burns Inc.

1 First Canadian Place
5th Floor
Toronto, ON M5X 1H3

Attention: Michael Brodie
Email: [redacted – personal information]

with a copy to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Commerce Court West
Toronto, ON M5L 1A9

Attention: William Fung
Email: will.fung@blakes.com

in the case of the Underwriters to:

CIBC World Markets Inc.
Brookfield Place
161 Bay Street, 7th Floor
Toronto, ON M5J 2S8

Attention: Jeff Appleby
Email: [redacted – personal information]

RBC Dominion Securities Inc.
Royal Bank Plaza, South Tower, 17th Floor
200 Bay Street
Toronto, ON M5J 2J5

Attention: David Switzer
Email: [redacted – personal information]

Desjardins Securities Inc.
25 York Street, Suite 100
Toronto, ON M5J 2V5

Attention: Mark Edwards
Email: [redacted – personal information]

National Bank Financial Inc.
130 King St. W., Suite 3200
Toronto, ON M5X 1J9

Attention: Adam Capland
Email: [redacted – personal information]

Scotia Capital Inc.
40 King Street West, 64th Floor

Toronto, ON M5H 3Y2

Attention: Karim Kabbara
Email: [redacted – personal information]

TD Securities Inc.
66 Wellington Street West, 9th Floor
Toronto, ON M5K 1A2

Attention: Derek Dermott
Email: [redacted – personal information]

Industrial Alliance Securities Inc.
900 – 26 Wellington St. E.
Toronto, ON M5E 1S2

Attention: Dennis Kunde
Email: [redacted – personal information]

Canaccord Genuity Corp.
Brookfield Place
161 Bay Street, Suite 3100
Toronto, ON M5J 2S1

Attention: Dan Sheremeto
Email: [redacted – personal information]

Raymond James Ltd.
40 King Street West, 54th Floor
Toronto, ON M5H 3Y2

Attention: Lucas Atkins
Email: [redacted – personal information]

Echelon Wealth Partners Inc.
130 King Street West, Suite 2500
Toronto, ON M5X 2A2

Attention: Rob Sutherland
Email: [redacted – personal information]

Laurentian Bank Securities Inc.
1981 McGill College Avenue, Suite 100
Montreal, QC H3A 3K3

Attention: Denim Smith
Email: [redacted – personal information]

- 17.2 The REIT or any of the Underwriters may change its address by notice given in the manner aforesaid. Any such notice or other communication shall be deemed to have been given on the day on which it was delivered or sent by email if received during normal business

hours; otherwise it shall be deemed to have been received by 9:00 a.m. (Toronto time) on the next Business Day.

18. Time of Essence

18.1 Time shall be of the essence of this Agreement.

19. Governing Law

19.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the courts of the Province of Ontario shall have non-exclusive jurisdiction over any dispute hereunder.

20. Counterparts

20.1 This Agreement may be executed in several counterparts, including by email, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

21. Publicity

21.1 Neither the REIT, its Subsidiaries, their affiliates and associates nor the Underwriters shall make any public announcement concerning the appointment of the Underwriters or the Offering without the consent of the other parties, acting reasonably, and any public announcements shall be made in compliance with applicable Securities Laws. After completion of the Offering, the Underwriters shall be entitled to place advertisements in financial and other newspapers and journals at their own expense describing their services hereunder.

22. Acknowledgement by the Underwriters

22.1 The Underwriters acknowledge that this Agreement, as executed by the REIT, shall be conclusively taken to have been executed by, or by an officer of the REIT on behalf of, the Trustees only in their capacity as trustees under the Declaration of Trust. The Underwriters hereby disavow any liability upon and waive any claims against holders of Units and any annuitants or beneficiaries of a trust governed by a registered retirement savings plan, registered retirement income fund, registered education savings plan or deferred profit sharing plan or similar plan or under plans of which holders of Units act as trustee or carrier and the obligations created hereunder are not personally binding upon, nor shall resort be had to, nor shall recourse or satisfaction be sought from, the private property of any trustee or officers, employees or agents of the REIT or any holder of Units or such annuitant or beneficiary, but only the property of the REIT from time to time or a specific portion thereof only shall be bound. It is agreed that the benefit of this provision is restricted to the Trustees of the REIT, each holder of Units, such annuitants or beneficiaries and officers, employees or agents of the REIT and, solely for that purpose, the undersigned signing officers of the REIT have entered into this provision as agents and trustees for and on behalf of the Trustees of the REIT, each holder of Units, each such annuitant or beneficiary and officers, employees or agents of the REIT.

23. Acknowledgement by the REIT

23.1 The REIT hereby acknowledges that (i) the purchase and sale of the Offered Debentures pursuant to this Agreement, including the aggregate principal amount of the Offered Debentures, is an arm's-length commercial transaction between the REIT, on the one hand, and each of the Underwriters and any affiliate through which it may be acting, on the other, (ii) each of the Underwriters is acting as principal and not as an agent or fiduciary of the REIT, (iii) the engagement by the REIT of each of the Underwriters in connection with the offering and sale of the Offered Debentures and the process leading up to the offering and sale thereof is as independent contractors and not in any other capacity; (iv) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the REIT; and (v) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the Offering and the REIT has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate. Furthermore, the REIT agrees that it is solely responsible for making its own judgements in connection with the offering and sale of the Offered Debentures (irrespective of whether any of the Underwriters has advised or is currently advising the REIT on related or other matters) and no Underwriter has any obligation to the REIT with respect to the Offering except the obligations expressly set forth in this Agreement. The REIT agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owes an agency, fiduciary or similar duty to the REIT, in connection with the offering and sale of the Offered Debentures.

24. Underwriters' Activities

24.1 The REIT acknowledges that the Underwriters and their affiliates carry on a range of businesses, including providing institutional and retail brokerage, investment advisory, research, investment management, securities lending and custodial services to clients and trading in financial products as agent or principal. It is possible that the Underwriters and other entities in their respective groups that carry on those businesses may hold long or short positions in securities of companies or other entities, which are or may be involved in the transactions contemplated in this Agreement and effect transactions in those securities for their own account or for the account of their respective clients. The REIT agrees that these divisions and entities may hold such positions and effect such transactions without regard to the REIT's interests under this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement among the Underwriters and the REIT relating to the subject matter of this Agreement and supersedes all prior agreements between those parties with respect to their respective rights and obligations in respect of the transactions contemplated under this Agreement, including the letter agreement between the Lead Underwriter and the REIT dated August 27, 2020.

26. TMX Group

26.1 The REIT hereby acknowledges that each of CIBC World Markets Inc. and National Bank Financial & Co. Inc., or an affiliate thereof, may own or control an equity interest in TMX Group Limited ("**TMX Group**") and may have a nominee director serving on the TMX Group's board of directors. As such, each such investment dealer may be considered to

have an economic interest in the listing of securities on any exchange owned or operated by TMX Group, including the TSX, the TSX Venture Exchange and the Alpha Exchange. No person or company is required to obtain products or services from TMX Group or its affiliates as a condition of any such dealer supplying or continuing to supply a product or service.

27. Effective Date

27.1 The parties hereto acknowledge and agree that this Agreement shall be effective as of August 31, 2020, notwithstanding its actual date of execution by any party.

[Remainder of page intentionally left blank]

If the foregoing is in accordance with your understanding and is agreed to by you, please confirm your acceptance by signing the enclosed copies of this letter at the place indicated and returning the same to the Lead Underwriter on behalf of the Underwriters.

Yours very truly,

BMO NESBITT BURNS INC.

By: /s/ "Michael Brodie"

Name: Michael Brodie

Title: Director

CIBC WORLD MAREKTS INC.

By: /s/ "Jeff Appleby"

Name: Jeff Appleby

Title: Managing Director

RBC DOMINION SECURITIES INC.

By: /s/ "David Switzer"

Name: David Switzer

Title: Managing Director

DESJARDINS SECURITIES INC.

By: /s/ "Mark Edwards"

Name: Mark Edwards

Title: Managing Director, Head of Real Estate Investment Banking

NATIONAL BANK FINANCIAL INC.

By: /s/ "Adam Capland"

Name: Adam Capland

Title: Director

SCOTIA CAPITAL INC.

By: /s/ "Karim Kabbara"

Name: Karim Kabbara

Title: Director

TD SECURITIES INC.

By: /s/ "Derek Dermott"

Name: Derek Dermott

Title: Managing Director

**INDUSTRIAL ALLIANCE SECURITIES
INC.**

By: /s/ "Dennis Kunde"

Name: Dennis Kunde

Title: Managing Director, Head of Real
Estate Investment Banking

CANACCORD GENUITY CORP.

By: /s/ "Dan Sheremeto"

Name: Dan Sheremeto

Title: Managing Director, Investment
Banking - Real Estate

RAYMOND JAMES LTD.

By: /s/ "Lucas Atkins"

Name: Lucas Atkins

Title: Managing Director

ECHELON WEALTH PARTNERS INC.

By: /s/ "Rob Sutherland"
Name: Rob Sutherland
Title: Managing Director, Head of Real
Estate Investment Banking

LAURENTIAN BANK SECURITIES INC.

By: /s/ "Denim Smith"
Name: Denim Smith
Title: Managing Director Real Estate

Accepted and agreed to as of August 31st, 2020.

BSR REAL ESTATE INVESTMENT TRUST

By: /s/ "John S. Bailey"

Name: John S. Bailey

Title: Chief Executive Officer

I have authority to bind the REIT.