

**EARLY WARNING REPORT**  
**PURSUANT TO NATIONAL INSTRUMENT 62-103 – THE EARLY WARNING SYSTEM**  
**AND RELATED TAKE-OVER BID AND INSIDER REPORTING ISSUES**

*State if the report is filed to amend information disclosed in an earlier report. Indicate the date of the report that is being amended.*

Not applicable.

**1. Security and Reporting Issuer**

1.1 *State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.*

Class A units (the “**Units**”) of Pure Industrial Real Estate Trust (the “**Trust**”). The address of the head office of the Trust is:

910-925 West Georgia Street  
Vancouver, British Columbia  
V6C 3L2

1.2 *State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.*

Not applicable. The transactions described in this Early Warning Report were effected pursuant to a statutory plan of arrangement (the “**Plan of Arrangement**”) in accordance with the *Business Corporations Act* (British Columbia) (the “**Arrangement**”).

**2. Identity of the Acquiror**

2.1 *State the name and address of the acquiror.*

The acquiror is BPP Pristine Holdings ULC, a company incorporated under the laws of British Columbia (the “**Purchaser**”). The Purchaser is an affiliate of Blackstone Property Partners.

The address of the registered office of the Purchaser is:

1055 West Hastings Street  
Suite 1700  
Vancouver, British Columbia  
V6E 2E9

2.2 *State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.*

On May 24, 2018, the Purchaser acquired all of the issued and outstanding Units pursuant to the Plan of Arrangement. Ivanhoé Cambridge Inc. (“**Ivanhoé Cambridge**”), a subsidiary of Caisse de dépôt et placement du Québec (“**CDPQ**”), participated in the

Arrangement with the result that upon completion of the Arrangement, Blackstone Property Partners and Ivanhoé Cambridge will indirectly, own respectively, 62% and 38% of the Trust.

A news release and a material change report in connection with the foregoing was issued by the Trust on May 24, 2018 and filed on the System for Electronic Document Analysis and Retrieval under the Trust's profile.

2.3 *State the names of any joint actors.*

The Purchaser and Blackstone Property Partners may be considered to be joint actors with Ivanhoé Cambridge.

**3. Interest in Securities of the Reporting Issuer**

3.1 *State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file the report and the change in the acquiror's securityholding percentage in the class of securities.*

Prior to the consummation of the Arrangement, neither the Purchaser, Blackstone Property Partners nor Ivanhoé Cambridge held any Units. After giving effect to the Arrangement, the Purchaser owns all of the issued and outstanding Units.

3.2 *State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file the report.*

See Item 3.1.

3.3 *If the transaction involved a securities lending arrangement, state that fact.*

Not applicable.

3.4 *State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.*

See Item 3.1.

3.5 *State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which*

(a) *the acquiror, either alone or together with any joint actors, has ownership and control,*

See Item 3.1.

(b) *the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and*

Not applicable.

- (c) *the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.*

Not applicable.

- 3.6 *If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.*

Not applicable.

- 3.7 *If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.*

*State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.*

Not applicable.

- 3.8 *If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.*

Not applicable.

#### **4. Consideration Paid**

- 4.1 *State the value, in Canadian dollars, of any consideration paid or received per security and in total.*

The Units were acquired pursuant to the Arrangement for \$8.10 in cash per Unit, for an aggregate consideration of \$2,477,629,765.80.

- 4.2 *In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.*

See Item 4.1.

- 4.3 *If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.*

Not applicable.

## **5. Purpose of the Transaction**

*State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:*

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;*
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;*
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;*
- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;*
- (e) a material change in the present capitalization or dividend policy of the reporting issuer;*
- (f) a material change in the reporting issuer's business or corporate structure;*
- (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;*
- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;*
- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;*
- (j) a solicitation of proxies from securityholders;*
- (k) an action similar to any of those enumerated above.*

The purpose of the Arrangement was to permit the Purchaser to acquire all of the issued and outstanding Units. Following the completion of the Arrangement, the Units were delisted from the Toronto Stock Exchange (the "TSX") on May 24, 2018.

Following completion of the Arrangement, the Purchaser replaced the trustees of the Trust with BPP Pristine Board ULC.

Following completion of the Arrangement, the Purchaser will take applicable actions to cause the Trust to cease to be a reporting issuer or the equivalent in each of the provinces and territories of Canada.

## **6. Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer**

*Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any*

*person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.*

On January 8, 2018, the Purchaser, PIRET Holdings (Canada) Ltd. and the Trust entered into an arrangement agreement (the "**Arrangement Agreement**") providing for, among other things, the terms of the Arrangement, the conditions to the completion of the Arrangement, the actions to be taken prior to and after the effective date of the Arrangement and certain indemnities and other covenants. The Arrangement Agreement also contains certain representations and warranties as well as other terms and conditions that are customary in a transaction of this nature.

In January 2018, Ivanhoé Cambridge entered into an equity commitment letter with an affiliate of the Purchaser pursuant to which it agreed to effect a direct or indirect equity investment in the Purchaser in order to finance a portion of the aggregate consideration payable in connection with the Arrangement.

A copy of the Arrangement Agreement is available on SEDAR under the profile of the Trust at [www.sedar.com](http://www.sedar.com).

**7. Change in material fact**

*If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.*

Not applicable.

**8. Exemption**

*If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.*

Not applicable.

**9. Certification**

I, as the acquiror, certify, or I, as the agent filing the report on behalf of an acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

Date May 24, 2018

*[Signature page follows]*

**BPP PRISTINE HOLDINGS ULC**

By: /s/ "David Levine"

Name: David Levine

Title: Managing Director and Vice President