This document is important and requires your immediate attention. If you are in any doubt as to how to deal with it, you should consult with your investment dealer, broker, lawyer or other professional advisor. This document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful. If you have any questions or need assistance in your consideration of the Arrangement or with the completion and delivery of your proxy, please contact Pure Industrial Real Estate Trust's information and proxy solicitation agent, D.F. King, by telephone at 1 (866) 822-1241 (toll free in North America) or 1 (201) 806-7301 (collect outside North America), by facsimile at 1 (888) 509-5907 or by email at inquiries@dfking.com.

NOTICE OF SPECIAL MEETING OF UNITHOLDERS

TO BE HELD ON MARCH 23, 2018

AND

INFORMATION CIRCULAR

Dated February 15, 2018

The Board of Trustees of Pure Industrial Real Estate Trust UNANIMOUSLY recommends that Unitholders vote FOR the Arrangement Resolution.

February 15, 2018

Dear fellow unitholder:

The Board of Trustees of Pure Industrial Real Estate Trust is pleased to invite you to attend a special meeting of our unitholders to consider the proposed acquisition of the Trust by an affiliate of Blackstone, a global leader in real estate investing, for a price of $8.10 per unit in cash. The meeting will be held at the offices of Goodmans LLP located at 333 Bay Street, Suite 3400, Toronto, Ontario at 11:00 a.m. (Toronto time), on March 23, 2018. At the meeting, you will be asked to vote on a resolution approving the proposed transaction.

Blackstone initially approached the Trust about the proposed transaction in the fall of 2017. After receiving Blackstone's proposal, the Board formed a Special Committee of independent trustees to evaluate and supervise the negotiation of the proposed transaction with Blackstone. The Board also hired independent financial and legal advisors to advise the Board and to assist the Trust in its negotiations with Blackstone. As a result of that process, the Trust was able to negotiate a favourable price for unitholders, as well as other favourable transaction terms. The background to the proposed transaction and the negotiation process is described in detail in the accompanying management information circular (see "*The Arrangement - Background to the Arrangement*").

The Special Committee and the full Board, after receiving advice from their financial and legal advisors and carefully considering the benefits and risks associated with the proposed transaction and all reasonably available alternatives (including the continued execution of the Trust's current strategic plan as an independent publicly traded trust), unanimously recommend that unitholders vote in favour of the proposed transaction for the following reasons that include:

1. The purchase price of $8.10 per unit represents a significant premium to the recent trading price of the units as well as the Trust's net asset value;

2. The all cash purchase price provides unitholders with certainty of value for their units as well as immediate liquidity, and removes the risks associated with continued ownership of units;

3. The Board and Special Committee believe that the proposed transaction represents the best alternative for unitholders, considering all reasonably available alternatives (including continued execution of the Trust's current strategic plan);

4. Unitholders will continue to receive the Trust's current regular monthly distribution through to closing;

5. The Board received opinions from BMO Capital Markets and Greenhill that the purchase price of $8.10 per unit is fair, from a financial point of view, to unitholders;

6. Blackstone's reputation as a global leader in real estate investing and its extensive track record in completing large-scale real estate transactions globally; and

7. If a third party is prepared to offer more than Blackstone to acquire the Trust, our agreement with Blackstone allows us to accept that offer, subject to the terms and conditions of the agreement.

A more detailed description of these and other reasons for the Special Committee's and the Board's recommendations, as well as certain risks associated with the proposed transaction, are set forth in the

accompanying circular (see "*Background to the Arrangement – Reasons for the Recommendations*" and "*Risk Factors*").

In order to proceed, the transaction must be approved by holders of at least $66^2/_3$% of the units who vote at the meeting (either in person or by proxy). The transaction is also subject to a number of other conditions, which are described in the accompanying management information circular, that must be satisfied or waived for the transaction to proceed. As a result, even if the transaction is approved by unitholders at the meeting, there is no assurance that the transaction will ultimately be completed (or as to the timing of completion). If all of the conditions to completion of the transaction are satisfied, we currently anticipate that closing will occur during the second quarter of 2018.

The accompanying management information circular contains a detailed description of the transaction, certain risks associated with the transaction and other important information. Before deciding how to vote, you should read and carefully consider the information contained in the circular and consult with your financial, legal and other professional advisors. If the transaction is approved and completed, you must follow the instructions described in the circular, as well as any instructions provided by your broker, in order to receive the purchase price for units.

Your vote is important, regardless of how many units you own. The accompanying circular contains instructions about how you can vote your units at the meeting, even if you cannot attend the meeting. It is important that you comply with the instructions and deadlines described in the accompanying circular and any instructions provided to you by your broker (if you hold your units through an investment account).

On behalf of the Trust, our management team and the Board, I would like to thank all unitholders for their continuing support. If you have any questions or need assistance in your consideration of the Arrangement or with the completion and delivery of your proxy, please contact the Trust's information and proxy solicitation agent, D.F. King, by telephone at 1 (866) 822-1241 (toll free in North America) or 1 (201) 806-7301 (collect outside North America), by facsimile at 1 (888)509-5907 or by email at inquiries@dfking.com. If the Arrangement is completed and you have any questions about depositing your Units to the Arrangement, including with respect to completing the applicable letter of transmittal, please contact Computershare Trust Company of Canada, which is acting as depositary under the Arrangement, by telephone at 1 (800) 564-6253 (toll free in North America) or (514) 982-7555 (outside North America), by facsimile at (905) 771-4082 or by email at corporateactions@computershare.com.

Yours truly,

(signed) "T. Richard Turner"

T. Richard Turner
Chairman of the Board

PURE INDUSTRIAL REAL ESTATE TRUST

NOTICE OF SPECIAL MEETING OF UNITHOLDERS

NOTICE IS HEREBY GIVEN that a special meeting (the "**Meeting**") of the holders ("**Unitholders**") of the class A units (each, a "**Unit**") of Pure Industrial Real Estate Trust (the "**Trust**") will be held as follows:

Date: **March 23, 2018**

Time: **11:00 a.m. (Toronto time)**

Location: **Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, Ontario**

PURPOSE OF THE MEETING

The Meeting will be held for the following purposes:

1. to consider, pursuant to an interim order of the Supreme Court of British Columbia dated February 13, 2018 (as the same may be amended from time to time, the "**Interim Order**"), and, if thought advisable, to pass, with or without amendment, a special resolution (the "**Arrangement Resolution**") to approve a proposed plan of arrangement (the "**Arrangement**") under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) ("**BCBCA**") whereby, among other things, BPP Pristine Holdings ULC (the "**Purchaser**") would acquire all of the issued and outstanding Units for consideration of $8.10 per Unit in cash. The full text of the Arrangement Resolution is set forth in Schedule "B" to the accompanying management information circular (the "**Circular**"); and
2. to transact such further and other business as may properly come before the Meeting or any postponement or adjournment thereof.

Specific details of the above items of business are contained in the Circular that accompanies and forms a part of this Notice of Meeting. Unitholders are encouraged to read the Circular carefully when evaluating the matters to be considered at the Meeting.

RECORD DATE

The Trustees have fixed January 24, 2018 as the record date for the determination of Unitholders entitled to receive notice of and to vote at the Meeting and at any postponement or adjournment thereof. Each registered holder of Units (a "**Registered Unitholder**") at the close of business on that date is entitled to such notice and to vote at the Meeting in the circumstances set out in the accompanying Circular.

HOW TO VOTE

If you are a Registered Unitholder, to ensure that your vote is recorded, please return the enclosed form of proxy in the envelope provided for that purpose, properly completed and duly signed, to the Trust's transfer agent, Computershare Investor Services Inc. (the "**Transfer Agent**"), at 100 University Ave., 8th Floor, Toronto, Ontario M5J 2Y1, in accordance with the instructions included on the form of proxy, prior to 11:00 a.m. (Toronto time) on March 21, 2018 (or no later than 48 hours, excluding Saturdays, Sundays and holidays, before any

reconvened meeting if the Meeting is adjourned or postponed), whether or not you plan to attend the Meeting. Notwithstanding the foregoing, the Chairman of the Meeting has the discretion to accept proxies received after such deadline. The time limit for the deposit of proxies may also be waived or extended by the Chairman of the Meeting at his discretion, without notice.

If you hold your Units through a broker, investment dealer, bank, trust company or other intermediary (in which case you are a "**Beneficial Unitholder**"), you should follow the instructions provided by your intermediary to ensure your vote is counted at the Meeting and you should arrange for your intermediary to complete the necessary transmittal documents to ensure that you receive payment for your securities if the Arrangement is completed.

The voting rights attached to the Units represented by a proxy in the enclosed form of proxy will be voted in accordance with the instructions indicated thereon. If no instructions are given, the voting rights attached to such Units will be voted **FOR** the Arrangement Resolution.

HOW TO REVOKE YOUR VOTE

A Registered Unitholder who has given a proxy may revoke such proxy by: (a) completing and signing a proxy bearing a later date and depositing it with the Transfer Agent in accordance with the instructions set out in the Circular; or (b) depositing an instrument or act in writing expressly revoking such proxy executed or signed by the Registered Unitholder or by the Registered Unitholder's personal representative or agent authorized in writing (i) at the principal office of the Trust at any time up to and including the last Business Day preceding the day of the Meeting (or in the event that the Meeting is adjourned or postponed, no later than 48 hours, excluding Saturdays, Sundays, and holidays, before any reconvened Meeting), (ii) with the Chairman of the Meeting prior to the commencement of the Meeting on the day of the Meeting, or where the Meeting has been adjourned or postponed, prior to the commencement of the reconvened or postponed Meeting on the day of such reconvened or postponed Meeting, or (iii) in any other manner permitted by law.

A Beneficial Unitholder who has given voting instructions to a broker, investment dealer, bank, trust company or other intermediary may revoke such voting instructions by following the instructions of such broker, investment dealer, bank, trust company or other intermediary. However, a broker, investment dealer, bank, trust company or other intermediary may be unable to take any action on the revocation if such revocation is not provided sufficiently in advance of the Meeting or any adjournment or postponement thereof.

DISSENT RIGHTS

Pursuant to the Interim Order, Registered Unitholders are entitled to dissent in respect of the Arrangement Resolution and, if the Arrangement becomes effective, to be paid the fair value of their Units in accordance with the provisions of the Trust's declaration of trust, as modified or supplemented by the Interim Order and the plan of arrangement in respect of the Arrangement. This right is described in detail in the accompanying Circular under the heading "*Dissent Rights*". **Failure to comply strictly with the dissent procedures described in the Circular may result in the loss or unavailability of any right of dissent. Beneficial owners of Units registered in the name of a broker, investment dealer, bank, trust company, nominee or other intermediary who wish to dissent should be aware that only Registered Unitholders are entitled to dissent. Accordingly, a beneficial owner of Units who desires to exercise rights of dissent must make arrangements for the registered holder of such Units to dissent on the holder's behalf.**

WHO TO CONTACT IF YOU HAVE QUESTIONS

If you have any questions or need assistance in your consideration of the Arrangement or with the completion and delivery of your proxy, please contact the Trust's information and proxy solicitation agent, D.F. King, by telephone at 1 (866) 822-1241 (toll free in North America) or 1 (201) 806-7301 (collect outside North America), by facsimile at 1 (888) 509-5907 or by email at inquiries@dfking.com. If the Arrangement is completed

and you have any questions about depositing your Units to the Arrangement, including with respect to completing the applicable letter of transmittal, please contact Computershare Trust Company of Canada, which is acting as depositary under the Arrangement, by telephone at 1 (800) 564-6253 (toll free in North America) or (514) 982-7555 (outside North America), by facsimile at (905) 771-4082 or by email at corporateactions@computershare.com.

DATED at Vancouver, British Columbia, this 15th day of February, 2018.

BY ORDER OF THE BOARD OF TRUSTEES

(signed) *"T. Richard Turner"*

T. Richard Turner
Chairman of the Board

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PURE INDUSTRIAL REAL ESTATE TRUST
MANAGEMENT INFORMATION CIRCULAR

INFORMATION CONTAINED IN THIS CIRCULAR

This Circular is furnished in connection with the solicitation of proxies by and on behalf of the Trustees for use at the Meeting and any adjournment or postponement thereof. Except as otherwise stated, the information contained herein is given as of February 15, 2018.

All capitalized words and terms used but not otherwise defined in this Circular have the meanings set forth in the Glossary of Terms attached as Schedule "A" to this Circular. Capitalized words and terms used in the Schedules attached to this Circular are defined separately therein.

Unless otherwise indicated, all dollar amounts are expressed in Canadian dollars. No Person has been authorized to give any information or to make any representation in connection with the Arrangement and other matters described herein other than those contained in this Circular and, if given or made, any such information or representation should be considered not to have been authorized by the Trust or the Purchaser.

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

All information in this Circular relating to the Purchaser has been furnished by the Purchaser or obtained by the Trust from publically available sources. Although the Trust does not have any knowledge that would indicate that such information is untrue or incomplete, neither the Trust nor any of its trustees or officers assumes any responsibility for the accuracy or completeness of such information, or for the failure by the Purchaser to disclose events or information that may affect the completeness or accuracy of such information.

Descriptions in this Circular of the terms of the Arrangement Agreement, the Plan of Arrangement the Fairness Opinions and the Interim Order are summaries of the terms of those documents and are qualified in their entirety by such terms. Unitholders should refer to the full text of each of these documents. The full text of the Arrangement Agreement may be viewed on SEDAR at www.sedar.com and on the Trust's website at http://www.piret.ca/investor-info/proposed-privatization. The Plan of Arrangement, the BMO Fairness Opinion, the Greenhill Fairness Opinion and the Interim Order are attached as Schedule "C", Schedule "D", Schedule "E", and Schedule "F", respectively, to this Circular.

Information contained in this Circular should not be construed as legal, tax or financial advice and Unitholders are urged to consult their own professional advisors in connection therewith.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

Except for statements of historical fact, certain information contained herein constitutes "forward-looking information" under Canadian securities legislation. Forward-looking information includes, but is not limited to, statements concerning the Arrangement referred to in this Circular, including necessary court, regulatory and Unitholder approvals and other conditions required to complete the Arrangement; the anticipated timing for completion of the Arrangement; the anticipated benefits of the Arrangement and such other statements regarding the Trust's expectations, intentions, plans and beliefs. Generally, forward-looking information can be identified by the use of forward-looking terminology such as "may", "might", "will", "could", "should", "would", "occur", "expect", "plan", "anticipate", "believe", "intend", "estimate", "budget", "forecast", "predict", "potential", "continue", "likely", "schedule", "seek" or the negative thereof or other similar expressions.

Forward-looking information is based on the opinions and estimates of management as of the date such information is provided including, but not limited to, assumptions relating to the following: that business and economic conditions affecting the Trust's operations will substantially continue in their current state and that there will be no significant event affecting the Trust occurring outside the ordinary course of the Trust's business; that there will be no material delays in obtaining required court, regulatory and Unitholder approvals in connection with the Arrangement and that such approvals will be obtained; that the Arrangement Agreement will not be amended or terminated; that the payment of monthly distributions will continue through to Closing; that there will be no material changes in the legislative, regulatory and operating framework for the Trust and its businesses; and that all other conditions precedent to completing the Arrangement will be met.

Forward-looking information is subject to known and unknown risks, uncertainties and other factors that may cause actual results to be materially different from those expressed or implied by such forward-looking information, including, but not limited to, risks relating to: completion of the Arrangement, including completion of the conditions precedent to the Arrangement Agreement, some of which are outside of the Trust's and the Purchaser's control; the receipt and the timing of receipt of the Unitholder Approval, Competition Act Approval and the Investment Canada Act Approval; either party's failure to consummate the Arrangement when required; the response of business partners, tenants and competitors to the announcement and pendency of the Arrangement; the Trust being required to pay the Purchaser the Trust Termination Fee; the Arrangement Agreement restricting the Trust from taking specified actions, without the consent of the Purchaser, until the Arrangement is completed; a material adverse change or other circumstance that could give rise to the termination of the Arrangement Agreement; material adverse changes in the business or affairs of the Trust; competitive factors in the industries in which the Trust operates; interest rates, prevailing economic conditions and other factors, many of which are beyond the control of the Trust and other risks described in the Trust's current annual information form posted under its profile on SEDAR at www.sedar.com. See also "*Risk Factors*" in this Circular.

Although management of the Trust has attempted to identify important factors that could cause actual results to differ materially from those contained in forward-looking information, there may be other factors that could cause results not to be as anticipated, estimated or intended. There can be no assurance that such information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such information. Accordingly, readers should not place undue reliance on forward-looking information. The Trust does not undertake to update any forward-looking information, except in accordance with applicable securities Laws.

INFORMATION FOR U.S. UNITHOLDERS

The Trust is an unincorporated, open-ended real estate investment trust established under, and governed by, the Laws of the Province of British Columbia pursuant to the Declaration of Trust. The solicitation of proxies and the transactions contemplated in this Circular involve securities of an issuer located in Canada and are being effected in accordance with Canadian securities Laws. This Circular has been prepared in accordance with disclosure requirements under Canadian securities Laws. Unitholders should be aware that disclosure requirements under Canadian securities Laws differ from disclosure requirements under U.S. federal or state securities Laws. In particular, this solicitation of proxies is not subject to the requirements of Section 14(a) of the *U.S. Securities Exchange Act of 1934, as amended*. Accordingly, this Circular has been prepared in accordance with the disclosure requirements in effect in Canada, which differ from disclosure requirements in the United States.

The enforcement by investors of civil liabilities under U.S. federal securities laws may be affected adversely by the fact that (a) the Trust is an unincorporated, open-ended real estate investment trust established under, and governed by, the Laws of the Province of British Columbia pursuant to the Declaration of Trust, (b) the majority of its trustees and officers are not residents of the United States and (c) the majority of the Trust's assets are, and the majority of the assets of the trustees and officers are, located outside the United States. Unitholders may not be able to sue the Trust or its trustees in a foreign court for violations of U.S. federal or state securities Laws. Unitholders should not assume that Canadian courts: (x) would enforce judgments of U.S. courts obtained in actions against the Trust, its trustees or officers predicated upon the civil liability provisions of U.S. federal

securities laws or the securities or "blue sky" laws of any state within the United States, or (y) would enforce, in original actions, liabilities against the Trust, its trustees or officers predicated upon the U.S. federal securities laws or any such state securities or "blue sky" laws. It may be difficult to compel the Trust, through its trustees, to subject themselves to a judgment by a U.S. court and it may not be possible for U.S. Unitholders to effect service of process within the United States on the Trust or trustees or officers located in Canada.

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

Unitholders who are U.S. persons should be aware that the transactions contemplated herein may have tax consequences both in Canada and in the United States. Certain information concerning the Canadian federal income tax consequences of the Arrangement for certain Unitholders who are not residents of Canada is set forth under "*Principal Canadian Federal Income Tax Considerations – Taxation of Unitholders Not Resident in Canada*" in this Circular. However, the tax consequences to U.S. persons, including U.S. tax consequences, are not described herein. Unitholders are urged to consult their own tax advisors to determine the particular tax consequences to them of the Arrangement.

QUESTIONS AND ANSWERS ABOUT THE ARRANGEMENT AND THE MEETING

The following questions and answers address briefly some questions you may have regarding the Arrangement and the Meeting. These questions and answers may not address all questions that may be important to you and are qualified in their entirety by the more detailed information contained elsewhere in this Circular, including its Schedules. You are urged to carefully read this entire Circular, including the attached Schedules, and the other documents to which this Circular refers in order for you to understand fully the Arrangement Resolution. All capitalized terms used in the following questions and answers are defined in the Glossary of Terms attached hereto as Schedule "A".

Q: What is the proposed Arrangement?

A: The Arrangement is the proposed acquisition of the Trust by the Purchaser, an affiliate of Blackstone, pursuant to which, among other things, the Purchaser would acquire all of the issued and outstanding Units for consideration of $8.10 per Unit in cash. In addition, pursuant to the Arrangement, each Unit Option outstanding would be deemed to be unconditionally and fully vested and exercisable and surrendered and transferred to the Trust in exchange for the Unit Option Payment in cash; each Deferred Unit outstanding would be cancelled in exchange for Deferred Unit Payment in cash; each Restricted Unit outstanding would be deemed to be unconditionally and fully vested and cancelled in exchange for the Restricted Unit Payment in cash; and all Performance Units outstanding would be deemed to be unconditionally and fully vested and cancelled in exchange of the cash Performance Unit Payment. *For more information, see* "*The Arrangement*" and "*Arrangement Agreement*".

Q: What am I being asked to approve at the Meeting?

A: At the Meeting, Unitholders will be asked to consider and vote on the approval of the Arrangement Resolution, the full text of which is set forth in Schedule "B" to this Circular, to approve the proposed Arrangement under Division 5 of Part 9 of the BCBCA whereby, among other things, the Purchaser would acquire all of the issued and outstanding Units for consideration of $8.10 per Unit in cash. *For more information, see* "*The Arrangement*" and "*Arrangement Agreement*".

Q: As a Unitholder of the Trust, what will I receive as a result of the completion of the Arrangement?

A: Unitholders (other than Dissenting Unitholders) will receive, for each Unit they own, $8.10 in cash. *For more information, see* "*The Arrangement*" *and "Procedures for the Surrender of Certificates and Payment of Consideration – Payment of Consideration to Unitholders"*.

Q: What will happen to the Units that I currently own after completion of the Arrangement?

A: In connection with the Arrangement, your Units will be transferred and assigned to the Purchaser and, if you do not exercise your Dissent Rights, you will receive $8.10 per Unit in cash. The Trust expects that the Units will be de-listed from the TSX and the Trust will cease to be a reporting issuer in each of the provinces and territories in Canada under which it is currently a reporting issuer. *For more information, see* "*The Arrangement – Arrangement Steps"* and "*The Arrangement – Stock Exchange De-Listing and Reporting Issuer Status*".

Q: When do you expect the Arrangement to be completed?

A: If all of the conditions to completion of the Arrangement are satisfied, the Trust anticipates that Closing will occur during the second quarter of 2018. *For more information, see* "*Arrangement Agreement – Conditions to the Arrangement*".

Q: If the Arrangement is completed when can I expect to receive my Consideration?

A: You will be paid $8.10 in cash for each Unit as soon as reasonably practicable after the Closing. *For more information, see* "*Procedures for the Surrender of Certificates and Payment of Consideration – Payment of Consideration*".

Q: Will the Trust continue to pay distributions prior to the Effective Time of the Arrangement?

A: As permitted by the Arrangement Agreement, during the Interim Period, the Trust expects to continue to declare regular monthly distributions to Unitholders of record on each applicable record date, and to pay such distributions on each applicable payment date, in the ordinary course. *For more information, see "Arrangement Agreement – Distributions by the Trust" and "Information Concerning the Trust – Distributions".*

Q: Do any of the Trustees and executive officers or any other Persons have any interest in the Arrangement that is different than mine?

A: The Trustees and executive officers have interests in the Arrangement, including as holders of Units, Unit Options, Deferred Units, Restricted Units and Performance Units that may be different from the interests of other Trust security holders generally. Members of the Special Committee and the Board were aware of and considered these interests, among other matters, in evaluating and negotiating the Arrangement Agreement and in recommending to Unitholders that they vote FOR the Arrangement Resolution. *For more information, see* "*The Arrangement – Interests of Certain Persons in the Arrangement*".

Q: What happens if the Arrangement is not completed?

A: If the Arrangement is not completed for any reason, Unitholders will not receive payment for any of their Units, the Trust will remain a reporting issuer and the Units will continue to be listed and traded on the TSX. Upon termination of the Arrangement Agreement, prior to consummation of the Arrangement, under certain circumstances, the Trust will be required to pay the Purchaser the Trust Termination Fee of $77,000,000. Upon termination of the Arrangement Agreement, prior to consummation of the Arrangement, under certain other circumstances, the Purchaser will be required to pay the Trust the Purchaser Termination Fee of $220,000,000. Upon termination by either Party under certain circumstances, prior to consummation of the Arrangement, the Trust will be required to pay the Purchaser's reasonable, actual and documented out-of-pocket expenses incurred prior to the termination of the Arrangement Agreement, up to a maximum of $5,000,000. *For more information, see* "*Arrangement Agreement – Termination of the Arrangement Agreement*", "*Arrangement Agreement – Termination Fees*" and *"Risk Factors – Risks of non-completion of the Arrangement*".

Q: Was a Special Committee formed to examine the Arrangement?

A: Yes. On October 30, 2017, the Board resolved to form a special committee of independent non-management Trustees (comprised of T. Richard Turner (Chair), Paul Haggis and Elisabeth Wigmore) to oversee and direct the process relating to the evaluation and possible negotiation of Blackstone's proposal as well as potential alternatives to the proposal, including maintaining the status quo, and to make a recommendation to the Board as to whether any particular alternative would be in the best interests of the Trust and fair to its Unitholders. *For more information, see* "*The Arrangement – Background to the Arrangement*".

Q: What was the recommendation of the Special Committee?

A: The Special Committee, after careful consideration and having received advice from its financial and legal advisors and the Fairness Opinions, unanimously concluded that the Arrangement is in the best interests of the Trust and fair to its Unitholders. Accordingly, the Special Committee unanimously recommended

that the Board approve the Arrangement and unanimously recommend that Unitholders vote FOR the Arrangement Resolution at the Meeting. *For more information, see* "*The Arrangement – Recommendation of the Special Committee*" and "*The Arrangement – Reasons for the Recommendations*".

Q: What was the recommendation of the Board and how does the Board recommend I vote?

A: The Board, after careful consideration and having received advice from its financial and legal advisors, the Fairness Opinions, and the unanimous recommendation of the Special Committee, unanimously concluded that the Arrangement is in the best interests of the Trust and fair to its Unitholders. Accordingly, the Board unanimously approved the Arrangement and unanimously recommends that Unitholders vote FOR the Arrangement Resolution at the Meeting. *For more information, see* "*The Arrangement – Recommendation of the Special Committee*", "*The Arrangement – Recommendation of the Board*" and "*The Arrangement – Reasons for the Recommendations*".

Q: What were the Special Committee's and Board's reasons for recommending the Arrangement?

A: The Special Committee and the Board carefully considered the Arrangement and received the benefit of advice from financial and legal advisors. The Special Committee and the Board identified a number of factors in respect of their recommendations to vote FOR the Arrangement Resolution, which include, but are not limited to: (i) that the Consideration represents a significant premium to the recent trading price of the Units as well as the Trust's net asset value; (ii) the all-cash $8.10 price per Unit provides Unitholders with certainty of value for their Units as well as immediate liquidity, and removes the risks associated with continued ownership of Units; (iii) the Board and Special Committee believe that the proposed Arrangement represents the best alternative for Unitholders, considering all reasonably available alternatives (including continued execution of the Trust's current strategic plan); (iv) the Arrangement is the result of a rigorous negotiation process that was undertaken at arm's length with the oversight and participation of the Special Committee and the Board and their financial and legal advisors; (v) the Board received opinions from BMO Capital Markets and Greenhill that the purchase price of $8.10 per Unit is fair, from a financial point of view, to Unitholders; (vi) Blackstone's reputation as a global leader in real estate investing and its extensive track record in completing large-scale real estate transactions globally; (vii) Unitholders will continue to receive the Trust's current regular monthly distribution of $0.026 per Unit through Closing; (viii) the Arrangement will generally result in taxable Unitholders realizing a capital gain for Canadian income tax purposes; (ix) holders of Deferred Units and Restricted Units (including Performance Units) will receive the same consideration per Deferred Unit and Restricted Unit (including Performance Units) in cash as holders of Units under the Arrangement, and holders of Unit Options will receive the amount by which the Consideration of $8.10 per Unit exceeds the exercise price of such Unit Option in cash; (x) the Trust retains the ability to consider and respond to unsolicited Acquisition Proposals and to terminate the Arrangement Agreement in order to enter into a definitive agreement providing for the implementation of a Superior Proposal upon payment of the Trust Termination Fee, in each case subject to the specific terms and conditions set forth in the Arrangement Agreement; (xi) the Arrangement Resolution must be approved by the affirmative vote of at least $66^{2}/_{3}$% of the votes cast by Unitholders present in person or represented by proxy at the Meeting, and the Arrangement must be also be approved by the Court, which will consider the fairness and reasonableness to all Unitholders; and (xii) Registered Unitholders have the right to exercise Dissent Rights in connection with the Arrangement. In making their recommendations, the Special Committee and the Board also considered a number of potential risks and other factors resulting from the Arrangement and the Arrangement Agreement. The Special Committee and Board, after careful consideration and having received advice from its financial and legal advisors and the Fairness Opinions, unanimously concluded that the Arrangement is in the best interests of the Trust and fair to its Unitholders. *For more information, see* "*The Arrangement – Reasons for the Recommendations*" and "*Risk Factors"*.

Q: Was there a fairness opinion prepared in relation to the Arrangement?

A: Yes. Each of BMO Capital Markets and Greenhill prepared fairness opinions for the Special Committee and the Board in exchange for certain fees. Greenhill was engaged to provide an independent fairness opinion and will be paid for the delivery of its fairness opinion regardless of its conclusion and such fees are not contingent in any respect on the successful completion of the Arrangement. BMO Capital Markets will also receive fees for its advisory services based on the Consideration paid, a substantial portion of which is contingent on the completion of the Arrangement. Each fairness opinion concluded that the Consideration payable pursuant to the Arrangement is fair, from a financial point of view, to Unitholders. *For more information, see* "*The Arrangement – Fairness Opinions*".

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

A: Yes. This Circular includes a summary of the Arrangement Agreement and the terms of the Plan of Arrangement. *For more information, see "Arrangement Agreement", "The Arrangement – Arrangement Steps" and "Procedures for the Surrender of Certificates and Payment of Consideration".*

Q: What is the vote requirement to pass the Arrangement Resolution?

A: The Arrangement Resolution must be approved by the affirmative vote of not less than $66^2/_3$% of the votes cast by Unitholders present in person or represented by proxy at the Meeting. *For more information, see "The Arrangement – Required Unitholder Approval".*

Q: What other approvals are required for the Arrangement?

A: In addition to Unitholder Approval, the Arrangement requires Competition Act Approval, Investment Canada Act Approval and court approval (via the Interim Order and the Final Order). *For more information, see "The Arrangement – Legal and Regulatory Matters" and "Arrangement Agreement – Conditions to the Arrangement*".

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

A: The following is a general summary of the anticipated Canadian federal income tax consequences of the Arrangement:

- A Resident Unitholder will realize a capital gain (or capital loss) equal to the amount, if any, by which the Resident Unitholder's proceeds of disposition exceed (or are less than) the aggregate of the Resident Unitholder's adjusted cost base of the Units immediately prior to the disposition and any reasonable costs of disposition.

- A Non-Resident Unitholder will not be subject to tax under the Tax Act on any capital gain realized on the sale of Units to the Purchaser provided that, at the time of disposition, the Units are not taxable Canadian property of the Non-Resident Unitholder or are treaty-protected property of the Non-Resident Unitholder.

This summary is subject to the conditions, limitations, and assumptions contained in "Principal Canadian Federal Income Tax Considerations" and "Other Tax Considerations" described in this Circular, which beneficial holders of Units should review in detail. This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular holder of Units. This summary is not exhaustive of all Canadian federal income tax considerations. Consequently, Unitholders are urged to consult their own tax advisors to determine the particular tax effects to them of the Arrangement and any other consequences to them in connection with the Arrangement under Canadian federal, provincial, territorial or local tax laws and under foreign tax laws, having regard to their own

particular circumstances. *For more information, see "Principal Canadian Federal Income Tax Considerations" and "Other Tax Considerations".*

Q: Is the Arrangement structured efficiently from a tax perspective?

A: Yes, the Arrangement will generally result in taxable Unitholders realizing a capital gain for Canadian income tax purposes. Furthermore, the proceeds received by Unitholders for their Units generally will not be subject to Canadian withholding tax. *For more information, see "Principal Canadian Federal Income Tax Considerations" and "Other Tax Considerations"*.

Q: Are there risks that I should consider in deciding whether to vote in favour of the Arrangement Resolution?

A: Yes. Some risk factors relate to: risks of non-completion of the Arrangement, the possibility that conditions precedent to Closing of the Arrangement may not be satisfied, the risk of termination of the Arrangement Agreement by either Party, the absence of any prior solicitation of other potential buyers of the Trust, the restrictions on the Trust's ability to solicit Acquisition Proposals from other potential purchasers, the risk that the Trust Termination Fee and the right to match may discourage other parties from making a Superior Proposal, the potential for the Trust to be required to pay a portion of the Purchaser's expenses if Unitholders do not approve the Arrangement Resolution in certain circumstances, the Trust's lack of any right of specific performance if the Purchaser fails to complete the Arrangement, the possibility that Closing may be delayed in certain circumstances, the restrictions on the Trust's conduct of its business prior to completion of the Arrangement, the elimination of any continued benefit of Unit ownership, the risk of the Purchaser failing to secure financing and the fact that Arrangement will result in tax payable by most Unitholders. *For more information, see* "*Risk Factors*".

Q: Where and when is the Meeting?

A: The meeting will be held at the offices of Goodmans LLP 333 Bay Street, Suite 3400, Toronto, Ontario at 11:00 a.m. (Toronto time), on March 23, 2018.

Q: Who is eligible to vote at the Meeting?

A: Only Registered Unitholders at the close of business on January 24, 2018, the record date established by the Trustees, are entitled to vote at the Meeting.

Q: When is the proxy cut-off?

A: The proxy cut-off is at 11:00 a.m. (Toronto time) on March 21, 2018 (or no later than 48 hours, excluding Saturdays, Sundays and holidays, before any reconvened meeting if the Meeting is adjourned or postponed).

Q: How do I vote my proxy?

A: If you are a Registered Unitholder, to ensure that your vote is recorded, please return the enclosed Form of Proxy in the envelope provided for that purpose, properly completed and duly signed, to the Transfer Agent, at 100 University Ave., 8th Floor, Toronto, Ontario M5J 2Y1, in accordance with the instructions included on the Form of Proxy, prior to 11:00 a.m. (Toronto time) on March 21, 2018 (or no later than 48 hours, excluding Saturdays, Sundays and holidays, before any reconvened meeting if the Meeting is adjourned or postponed), whether or not you plan to attend the Meeting. Notwithstanding the foregoing, the Chairman of the Meeting has the discretion to accept proxies received after such deadline. The time limit for the deposit of proxies may also be waived or extended by the Chairman of the Meeting at his discretion, without notice.

If you are a Beneficial Unitholder, you should follow the instructions provided by your Intermediary to ensure your vote is counted at the Meeting and you should arrange for your Intermediary to complete the necessary transmittal documents to ensure that you receive payment for your securities if the Arrangement is completed.

The voting rights attached to the Units represented by a proxy in the enclosed Form of Proxy will be voted in accordance with the instructions indicated thereon. If no instructions are given, the voting rights attached to such Units will be voted **FOR** the Arrangement Resolution. *For more information, see* "*Solicitation of Proxies and Voting at the Meeting – Voting of Proxies*".

Q: Can I appoint someone else to vote my proxy?

A: Yes. A Unitholder is entitled to appoint some other person, who need not be a Unitholder, to attend and act on the Unitholder's behalf at the Meeting and may do so by striking out the printed names and inserting the name of such other person and, if desired, an alternate to such person, in the blank space provided in the Form of Proxy. Such Unitholder should notify the nominee of the appointment, obtain the nominee's consent to act as proxy and should provide voting instructions to the nominee. The nominee should bring personal identification to the Meeting. *For more information, see* "*Solicitation of Proxies and Voting at the Meeting – Appointment of Proxies*".

Q: Can I revoke my proxy after I have submitted it?

A: Yes. You may revoke your proxy at any time prior to the close of voting at the Meeting by doing either of the following:

- completing and signing a proxy bearing a later date and depositing it with the Transfer Agent in accordance with the instructions set out in the Circular prior to 11:00 a.m. (Toronto time) on March 21, 2018 (or no later than 48 hours, excluding Saturdays, Sundays and holidays, before any reconvened meeting if the Meeting is adjourned or postponed); or

- depositing an instrument or act in writing expressly revoking such proxy executed or signed by the Registered Unitholder or by the Registered Unitholder's personal representative or agent authorized in writing:

    - at the principal office of the Trust at any time up to and including the last Business Day preceding the day of the Meeting (or in the event that the Meeting is adjourned or postponed, no later than 48 hours, excluding Saturdays, Sundays, and holidays, before any reconvened Meeting),

    - with the Chairman of the Meeting prior to the commencement of the Meeting on the day of the Meeting, or where the Meeting has been adjourned or postponed, prior to the commencement of the reconvened or postponed Meeting on the day of such reconvened or postponed Meeting, or

    - in any other manner permitted by Law.

Only Registered Unitholders have the right to revoke a proxy. Beneficial Unitholders who wish to change their vote must make appropriate arrangements with their respective broker, investment dealer, bank, trust company or other Intermediary and may revoke such voting instructions by following the instructions of such broker, investment dealer, bank, trust company or other Intermediary. However, a broker, investment dealer, bank, trust company or other Intermediary may be unable to take any action on the revocation if such revocation is not provided sufficiently in advance of the Meeting or any adjournment or postponement thereof. *For more information, see* "*Solicitation of Proxies and Voting at*

the Meeting – Revocation of Proxies" and "Solicitation of Proxies and Voting at the Meeting – Beneficial Unitholders".

Q: How do I vote if my Units are held through an Intermediary/broker account?

A: An Intermediary will vote the Units held by you only if you provide instructions to them on how to vote. Without instructions, your Units will not be voted. Every Intermediary has its own mailing procedures and provides its own return instruction, which you should carefully follow in order to ensure that your Units are voted at the Meeting. *For more information, see "Solicitation of Proxies and Voting at the Meeting – Beneficial Unitholders".*

Q: Are Unitholders entitled to dissent rights?

A: Yes. Pursuant to the Interim Order, Registered Unitholders entitled to vote at the meeting who comply with the procedures set out in the Declaration of Trust, as modified by the Plan of Arrangement and the Interim Order, are entitled to dissent in respect of the Arrangement Resolution and, if the Arrangement becomes effective, to be paid the fair value of their Units. The provisions of the Declaration of Trust, as so modified, dealing with the right of dissent are technical and complex. Any Dissenting Unitholder should seek independent legal advice, as failure to comply strictly with the provisions of Section 12.1 of the Declaration of Trust, as modified by the Plan of Arrangement and the Interim Order, may result in the loss of all rights of dissent. Only Registered Unitholders entitled to vote at the Meeting are entitled to exercise rights of dissent. A Beneficial Unitholder that wishes to exercise its rights of dissent should immediately contact the Intermediary with whom the Beneficial Unitholder deals in respect of its Units and instruct the Intermediary to exercise the rights of dissent in respect of the Beneficial Unitholder's Units. *For more information, see* "*Dissent Rights*".

Q: Who can help answer my questions?

A: If you have questions, you may contact Pure Industrial Real Estate Trust's information and solicitation agent, D.F. King, by telephone at 1 (866) 822-1241 (toll free in North America) or 1 (201) 806-7301 (collect outside North America), by facsimile at 1 (888) 509-5907 or by email at inquiries@dfking.com.

SUMMARY

The following is a summary of certain information contained in this Circular, including its Schedules. This summary is not intended to be complete and is qualified in its entirety by the more detailed information contained elsewhere in this Circular, including its Schedules. Certain capitalized terms used in this summary are defined in the Glossary of Terms attached hereto as Schedule "A". Unitholders are urged to read this Circular and its Schedules carefully and in their entirety.

The Meeting

The Meeting will be held on **Friday, March 23, 2018** at **11:00 a.m. (Toronto time)** at **Goodmans LLP, Bay Adelaide Centre, 333 Bay Street, Suite 3400, Toronto, Ontario**. The record date for determining the Unitholders entitled to receive notice of and to vote at the Meeting is January 24, 2018. Only Unitholders of record as of the close of business (Toronto time) on January 24, 2018 are entitled to receive notice of and to vote at the Meeting.

Purpose of the Meeting

The purpose of the Meeting is for Unitholders to consider and vote upon the Arrangement Resolution, the full text of which is set out in Schedule "B" to this Circular. See "*The Arrangement – Required Unitholder Approval*" for a description of the Unitholder approval requirements to effect the Arrangement.

The Board unanimously recommends that Unitholders vote FOR the Arrangement Resolution.

Voting at the Meeting

These meeting materials are being sent to both Registered Unitholders and Beneficial Unitholders. Only Registered Unitholders or the Persons they appoint as their proxyholders are permitted to vote at the Meeting. Beneficial Unitholders should follow the instructions on the forms they receive from their Intermediaries so their Units can be voted by the entity that is Registered Unitholder for their Units. No other security holders of the Trust are entitled to vote at the Meeting. See "*Solicitation of Proxies and Voting at the Meeting*".

Parties to the Arrangement

The Trust is an unincorporated, open-ended investment trust that owns and operates a diversified portfolio of income-producing industrial properties in leading markets across Canada and key distribution and logistics markets in the United States. The Trust is an internally managed trust and is one of the largest publicly-traded real estate trusts in Canada that offers investors exposure to industrial real estate assets in Canada and the United States. The Trust's head office and registered office is located at 910-925 West Georgia Street, Vancouver, BC, V6C 3L2. The Units are listed for trading on the TSX under the symbol "AAR.UN".

The Purchaser is an affiliate of Blackstone. Blackstone is a global leader in real estate investing. Blackstone's real estate business was founded in 1991 and has approximately US$115 billion of assets under management. Blackstone's real estate portfolio includes hotel, office, retail, industrial and residential properties in the US, Europe, Asia, Australia and Latin America. Major holdings include Hilton Worldwide, Invitation Homes (single family homes), Logicor (pan-European logistics) and prime office buildings in the world's major cities.

Consideration

Under the terms of the Plan of Arrangement, the Purchaser will acquire all issued and outstanding Units and each Unitholder (other than Dissenting Unitholders) will receive Consideration of $8.10 per Unit in cash. Holders of Deferred Units and Restricted Units (including Performance Units) will receive Consideration of $8.10 per Deferred Unit and Restricted Unit (including Performance Units) in cash, and holders of Unit Options will receive the amount by which the Consideration of $8.10 per Unit exceeds the exercise price of such Unit Option in cash.

The Arrangement

Background to the Arrangement

The Arrangement and the provisions of the Arrangement Agreement are the result of arm's length negotiations conducted between representatives of the Trust and Blackstone. A summary of the material events leading up to the negotiation of the Arrangement Agreement and the material meetings, negotiations and discussions between the Trust and Blackstone that preceded the execution and public announcement of the Arrangement Agreement is included in this Circular. See "*The Arrangement – Background to the Arrangement*" for a description of the background to the Arrangement.

Recommendation of the Special Committee

The Special Committee, after careful consideration and having received advice from its financial and legal advisors and the Fairness Opinions, unanimously concluded that the Arrangement is in the best interests of the Trust and fair to its Unitholders. Accordingly, the Special Committee unanimously recommended that the Board approve the Arrangement and unanimously recommend that Unitholders vote FOR the Arrangement Resolution at the Meeting.

Recommendation of the Board

The Board, after careful consideration and having received advice from its financial and legal advisors, the Fairness Opinions, and the unanimous recommendation of the Special Committee, unanimously concluded that the Arrangement is in the best interests of the Trust and fair to its Unitholders. Accordingly, the Board unanimously approved the Arrangement and unanimously recommends that Unitholders vote **FOR** the Arrangement Resolution at the Meeting.

Reasons for the Recommendation

As described above, in making its recommendation, each of the Special Committee and the Board carefully considered the Arrangement and received the benefit of advice from financial and legal advisors. In the course of its evaluation of the Arrangement, the Special Committee and the Board identified a number of factors in respect of their recommendations to vote **FOR** the Arrangement Resolution, including those set out below.

- *Significant Premium to Market Price and NAV*. The Consideration to be paid pursuant to the Arrangement for each Unit represents a 21% premium to the closing price of the Units on the TSX on January 8, 2018, the last trading day prior to the announcement of the Arrangement, a 22% premium to the 30-day volume-weighted average Unit price on the TSX for the period ending January 8, 2018, and a 27% premium to the research consensus NAV estimate of $6.40 per Unit.

- *Certainty of Value and Immediate Liquidity*. The Consideration to be received by Unitholders is payable entirely in cash and therefore provides Unitholders with certainty of value and immediate liquidity, and removes the risks associated with the Trust remaining an independent public entity (including challenges of acquiring and developing assets on an accretive basis in light of an increasingly competitive environment for industrial real estate assets as well as external factors such as changes in interest rates, capitalization rates, currency exchange rates and capital markets conditions that are beyond the control of the Trust and its management).

- *Compelling Value Relative to Alternatives*. Prior to entering into the Arrangement Agreement, the Special Committee and the Board, with the assistance of their financial and legal advisors, and based upon their collective knowledge of the business, operations, financial condition, earnings and prospects of the Trust, as well as their collective knowledge of the current and prospective environment in which the Trust operates (including economic and market conditions), assessed the relative benefits and risks of various

alternatives reasonably available to the Trust, including continued execution of the Trust's existing Board-approved strategic plan and the possibility of soliciting other potential buyers of the Trust. As part of that evaluation process, the Special Committee and the Board unanimously concluded that (i) the Consideration represents greater value for the Trust and its Unitholders than would reasonably be expected from the continued execution of the Trust's Board-approved strategic plan (particularly having regard to the risks described in the preceding reason), (ii) conditions for sale transactions in the real estate market are generally favourable, with prices for industrial real estate assets being at or near historical highs while capitalization rates are at or near historical lows, (iii) it was unlikely that any other party would be willing to acquire the Trust on terms that were more favourable to Unitholders, from a financial point of view, than the Arrangement, (iv) there are a limited number of other potential buyers (including publically traded real estate entities) that have a strategic focus on the type of properties owned by the Trust and the financial capacity to acquire the Trust on terms that are more favourable to Unitholders, from a financial point of view, than the Arrangement, and (v) soliciting other potential buyers of the Trust could have had significant negative impacts on the Trust and its stakeholders, including jeopardizing the availability of Blackstone's proposal, the confidentiality of discussions, and the Trust's ability to retain its employees and execute its Board-approved strategic plan. The Special Committee and the Board continually assessed each reasonably available alternative throughout the process of evaluating and negotiating the Arrangement and ultimately concluded that entering into the Arrangement Agreement with the Purchaser was the most favourable alternative reasonably available.

- *Arm's Length Negotiation*. The Arrangement Agreement is the result of a rigorous negotiation process that was undertaken at arm's length with the oversight and participation of the Special Committee and the Board and their financial and legal advisors and resulted in two price increases by Blackstone from its October 26, 2017 non-binding proposal of $7.55 per Unit. The Special Committee and the Board, after considering advice from their financial advisors, concluded that $8.10 per Unit is the highest price that Blackstone was willing to pay to acquire the Trust.

- *Blackstone's Reputation and Track Record*. The Special Committee and the Board concluded that it is likely that Blackstone will complete the Arrangement if all conditions are satisfied, given (i) Blackstone's extensive track record in completing large-scale real estate transactions (particularly in the industrial real estate space) globally, (ii) Blackstone is a logical strategic buyer of the Trust, and (iii) Blackstone has historically proven that they have access to capital, including favourable debt financing.

- *BMO Fairness Opinion*. The Special Committee and the Board received the BMO Fairness Opinion from BMO Capital Markets which states that, as of the date thereof, and subject to the assumptions, limitations and qualifications set out therein, the Consideration to be received by Unitholders pursuant to the Arrangement Agreement is fair, from a financial point of view, to the Unitholders. See "*The Arrangement – Reasons for the Recommendations*".

- *Greenhill Fairness Opinion*. The Special Committee and the Board received the Greenhill Fairness Opinion from Greenhill which states that, as of the date thereof, and subject to the assumptions, limitations and qualifications set out therein, the Consideration to be received by Unitholders pursuant to the Arrangement Agreement is fair, from a financial point of view, to the Unitholders. See "*The Arrangement – Reasons for the Recommendations*".

- *Continued Payment of Regular Monthly Distributions*. The Trust will continue to declare its regular monthly distribution of $0.026 per Unit on each regularly scheduled record date that occurs prior to the Effective Date, and will pay all such distributions to Unitholders of record on each such record date in the ordinary course.

- *Tax Efficient Structure of the Arrangement*. The Arrangement will generally result in taxable Unitholders realizing a capital gain for Canadian income tax purposes. Furthermore, the proceeds received by

Unitholders for their Units generally will not be subject to Canadian withholding tax. See "*Principal Canadian Federal Income Tax Considerations*".

- *Equal Treatment of Security Holders*. Holders of Unit Options, Restricted Units, Performance Units and Deferred Units will receive the same consideration for their securities as holders of Units under the Arrangement.

- *Purchaser Termination Fee*. Blackstone is obligated to pay to the Trust the Purchaser Termination Fee of $220 million in certain circumstances, including in connection with certain breaches of the Arrangement Agreement by Blackstone, including a failure to consummate the Arrangement when required to do so under the terms of the Arrangement Agreement. The Guarantor, which the Special Committee and the Board believe is a creditworthy entity, has guaranteed payment of the Purchaser Termination Fee if and when payable under the Arrangement Agreement.

- *Ability to Respond to and Enter into Superior Proposals*. Notwithstanding the Special Committee's and the Board's determination regarding the low likelihood of other potential acquirers emerging, the Trust retains the ability, under the terms of the Arrangement Agreement, to consider and respond to unsolicited Acquisition Proposals and to terminate the Arrangement Agreement in order to enter into a definitive agreement providing for the implementation of a Superior Proposal upon payment of the Trust Termination Fee, in each case subject to the specific terms and conditions set forth in the Acquisition Agreement. The Special Committee and the Board, based on advice received from their financial advisors, unanimously concluded that the $77 million Trust Termination Fee is reasonable in the circumstances. See ""*Arrangement Agreement – Restriction on Solicitation of Acquisition Proposals*".

- *Court and Unitholder Approval*. The Arrangement Resolution must be approved by the affirmative vote of not less than $66^2/_3$% of the votes cast by Unitholders present in person or represented by proxy at the Meeting. The Arrangement must also be approved by the Court, which will consider the fairness and reasonableness of the Arrangement to all Unitholders.

- *Dissent Rights*. Registered Unitholders have the right to exercise Dissent Rights in connection with the Arrangement, subject to strict compliance with the requirements applicable to the exercise of Dissent Rights. See "*Dissent Rights*".

Fairness Opinions

BMO Capital Markets and Greenhill provided their respective opinions as described in greater detail under "*The Arrangement – Fairness Opinions". See "The Arrangement – Fairness Opinions*" and the complete text of the Fairness Opinions, which are attached as Schedule "D" and Schedule "E" to this Circular, respectively. Unitholders are urged to, and should, read each Fairness Opinion in its entirety.

Arrangement Steps

The Arrangement involves a number of steps which will occur sequentially. These steps are as follows:

(a) The Declaration of Trust and the articles, partnership agreements or other constating document of each Trust Subsidiary shall be amended, and deemed to be amended, to the extent necessary to facilitate the Arrangement and the implementation of the steps and transactions described herein;

(b) All URP Rights issued pursuant to the Rights Plan shall be cancelled without any payment in respect thereof, the Rights Plan shall terminate with the result that it will no longer have any force or effect, and thereafter no Person will have any further liability or obligation to the former

holders of URP Rights under such Rights Plan and the former holders of URP Rights will permanently cease to have any rights whatsoever under such Rights Plan;

(c) Each Unit Option outstanding immediately prior to the Effective Time (whether vested or unvested) shall be deemed to be unconditionally and fully vested and exercisable in accordance with its terms, and each such Unit Option shall, without any further action by or on behalf of a holder of Unit Options, be deemed to be surrendered and transferred by such holder to the Trust in exchange for a Unit Option Payment, less applicable withholdings, and each Unit Option shall immediately be cancelled and, for greater certainty, where such amount is zero or negative, no Unit Option Payment will be payable to the holder of such Unit Option;

(d) If any Unpaid Permitted Distribution exists as of the Effective Time:

(i) the additional Deferred Units that would, under the terms of the Deferred Unit Plan (as if the Effective Date were the payment date for such Unpaid Permitted Distribution), be credited to a Deferred Unit holder's account on the payment date of such Unpaid Permitted Distribution, shall be deemed to be credited to such holder's account;

(ii) the additional Restricted Units that would, under the terms of the Restricted Unit Plan (as if the Effective Date were the payment date for such Unpaid Permitted Distribution), be credited to a Restricted Unit holder's account on the payment date of such Unpaid Permitted Distribution, shall be deemed to be credited to such holder's account; and

(iii) the additional Performance Units that would, under the terms of the Restricted Unit Plan (as if the Effective Date were the payment date for such Unpaid Permitted Distribution), be credited to a Performance Unit holder's account on the scheduled payment date of such Unpaid Permitted Distribution, shall be deemed to be credited to such holder's account.

(e) Each Deferred Unit outstanding immediately following the preceding step (including Deferred Units deemed to be issued pursuant to paragraph (d)(i) above) shall, without any further action by or on behalf of a holder of Deferred Units, be cancelled in exchange for a Deferred Unit Payment in cash, less applicable withholdings, all in full satisfaction of the obligations of the Trust in respect of the Deferred Units;

(f) Each Restricted Unit outstanding immediately following the preceding step (including Restricted Units deemed to be issued pursuant to paragraph (d)(ii) above), whether vested or unvested, shall be deemed to be unconditionally and fully vested, and each such Restricted Unit shall, without any further action by or on behalf of a holder of Restricted Units, be cancelled in exchange for a Restricted Unit Payment in cash, less applicable withholdings, all in full satisfaction of the obligations of the Trust in respect of the Restricted Units;

(g) All Performance Units outstanding immediately following the preceding step (including Performance Units deemed to be issued pursuant to paragraph (d)(iii) above), whether vested or unvested, shall be deemed to be unconditionally and fully vested based on the applicable Performance Factor (calculated in accordance with the terms of the Restricted Unit Plan as if the Effective Date were the vesting date of such Performance Units), and each such Performance Unit (including additional Performance Units that vest as a result of the application of the applicable Performance Factor) shall, without any further action by or on behalf of a holder of Performance Units, be cancelled in exchange for a Performance Unit Payment in cash, less applicable withholdings, all in full satisfaction of the obligations of the Trust in respect of the Performance Units;

(h) (i) Each holder of a Unit Option, each holder of a Deferred Unit, each holder of a Restricted Unit and each holder of a Performance Unit shall cease to be a holder of such Unit Option, such Deferred Unit, such Restricted Unit or such Performance Unit, as the case may be, (ii) each such holder's name shall be removed from each applicable register, (iii) the Unit Option Plan, the Deferred Unit Plan, the Restricted Unit Plan and any and all agreements, arrangements and understandings relating to any and all of the Unit Options, the Deferred Units, the Restricted Units and the Performance Units shall be terminated and shall be of no further force and effect, and (iv) each such holder shall thereafter have only the right to receive the Unit Option Payment, Deferred Unit Payment, Restricted Unit Payment or Performance Unit Payment to which they are entitled pursuant to paragraphs (c), (e), (f) and (g) above, as applicable, at the time and in the manner specified therein and contemplated hereby;

(i) The Trust shall pay out, as a special distribution on the Units, the amount, if any, that is determined by it prior to the Effective Time to be equal to its *bona fide* best estimate of the amount, if any, of its taxable income for the taxation year of the Trust that ends on the Effective Date (such amount to be reduced to take into account any deductions under subsection 104(6) of the Tax Act in respect of prior distributions during that period);

(j) The notice of articles of CanCo SPV shall be amended, and shall be deemed to be amended, to create the CanCo SPV Preferred Shares and the articles of CanCo SPV shall be amended and shall be deemed to be amended, as necessary in relation thereto;

(k) New CanCo shall subscribe for, and be deemed to have subscribed for, 80,556,000 CanCo SPV Preferred Shares, at a subscription price in the amount of one hundred-thousandth of a dollar ($0.00001) per CanCo SPV Preferred Share, for an aggregate consideration of eight hundred and five dollars and fifty-six cents ($805.56), and CanCo SPV shall issue, and be deemed to have issued, such number of CanCo SPV Preferred Shares to New CanCo;

(l) The existing Trustees of the Trust shall resign and Trustee Corp shall become the sole trustee of the Trust;

(m) Each Dissent Unit shall be transferred and assigned and be deemed to be transferred and assigned by such Dissenting Unitholder, without any further act or formality on its part, to the Purchaser (free and clear of any Liens) in accordance with, and for the consideration contemplated in, Article 4 of the Plan of Arrangement and:

(i) such Dissenting Unitholder shall cease to be, and shall be deemed to cease to be, the registered holder of each such Dissent Unit and the name of such registered holder shall be, and shall be deemed to be, removed from the register of the Unitholders in respect of each such Dissent Unit, and at such time each such Dissenting Unitholder will have the rights set out in Section 4.1 of the Plan of Arrangement;

(ii) such Dissenting Unitholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such Dissent Unit; and

(iii) the Purchaser shall be and shall be deemed to be the holder of all of the outstanding Dissent Units and the central securities register of the Trust shall be, and shall be deemed to be, revised accordingly;

(n) Each Unit (other than the Secondary Purchased Units and any Dissent Units) shall be transferred and assigned, without any further act or formality on its part, to the Purchaser (free and clear of any Liens) in exchange for the Consideration, and

(i) the Registered Unitholder thereof shall cease to be, and shall be deemed to cease to be, the registered holder of each such Unit and the name of such Registered Unitholder shall be, and shall be deemed to be, removed from the register of Unitholders;

(ii) the Registered Unitholder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such Unit; and

(iii) the Purchaser shall be, and shall be deemed to be, the holder of all of such outstanding Units and the central securities register of the Trust shall be, and shall be deemed to be, revised accordingly;

(o) Each Secondary Purchased Unit shall be transferred and assigned, without any further act or formality on its part, to the Purchaser (free and clear of any Liens) in exchange for the Consideration, and

(i) the Registered Unitholder thereof shall cease to be, and shall be deemed to cease to be, the registered holder of each such Secondary Purchased Unit and the name of such Registered Unitholder shall be, and shall be deemed to be, removed from the register of Unitholders;

(ii) the Registered Unitholder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such Secondary Purchased Unit; and

(iii) the Purchaser shall be and shall be deemed to be the holder of all of the outstanding Secondary Purchased Units and the central securities register of the Trust shall be, and shall be deemed to be, revised accordingly

it being expressly provided that the events provided for above will be deemed to occur on the Effective Date, notwithstanding that certain procedures related thereto may not be completed until after the Effective Date.

See "*The Arrangement – Arrangement Steps*" as well as the Plan of Arrangement which is attached as Schedule "C" to this Circular for additional information.

Unitholder Approval of the Arrangement

The Arrangement must be approved by not less than $66^2/_3\%$ of the votes validly cast by Unitholders who vote in respect of the Arrangement Resolution in person or by Proxy at the Meeting. See *"The Arrangement – Required Unitholder Approval".*

Court Approval of the Arrangement

The Arrangement requires approval by the Court. Prior to mailing this Circular, the Trust obtained the Interim Order, which provides for the calling and holding of the Meeting, for the granting of the Dissent Rights and other procedural matters. A copy of the Interim Order is attached as Schedule "F" to this Circular. Subject to the approval of the Arrangement Resolution by Unitholders at the Meeting, the hearing in respect of the Final Order is currently expected to take place on March 29, 2018, or such later date as the Trust may decide.

At the hearing, the Court will consider, among other things, the fairness and reasonableness of the Arrangement. The Court may approve the Arrangement in any manner the Court may direct, subject to compliance with any terms and conditions as the Court deems fit. See "*The Arrangement – Legal and Regulatory Matters*".

Surrender of Certificates and Payment of Consideration to Unitholders

If the Arrangement Resolution is passed and the Arrangement is implemented, in order to receive the Consideration for Units, a Registered Unitholder must complete and sign the Letter of Transmittal enclosed with this Circular and deliver such Letter of Transmittal together with the certificate(s) (if applicable) representing the Units and the other documents required by the instructions set out therein to the Depositary in accordance with the instructions contained in the Letter of Transmittal. See "*Procedures for the Surrender of Certificates and Payment of Consideration – Letter of Transmittal*".

Beneficial Unitholders holding Units that are registered in the name of an Intermediary must contact their broker or other Intermediary to submit their instructions with respect to the Arrangement and to arrange for the surrender of their Units. These instructions will be forwarded to CDS which will submit the Letter of Transmittal on behalf of all Beneficial Unitholders. See "*Procedures for the Surrender of Certificates and Payment of Consideration – Letter of Transmittal*".

Registered Unitholders who deposit a validly completed and duly signed Letter of Transmittal, together with accompanying certificate(s) representing their Units and any such additional documents and instruments as the Depositary may reasonably require, will receive, in exchange therefore, the aggregate Consideration to which they are entitled under the Arrangement, less any amounts withheld pursuant to the Plan of Arrangement, with such surrendered certificate(s) being cancelled.

Surrender of Unit Options and Payment to Holders of Unit Options

Payment of the Unit Option Payment, less applicable withholdings, shall be made to each holder of Unit Options on the later of the Effective Date and the date on which such holder surrenders such Unit Options for cancellation in a form reasonably satisfactory to the Trust. Prior to the Effective Date, the Trust will provide each holder of Unit Options with an instrument of surrender to be executed by holder as a condition to receipt of the Unit Option Payment, less applicable withholdings, in respect of such holder's Unit Options.

Payment to Holders of Deferred Units, Restricted Units and Performance Units

The Trust shall make the Deferred Unit Payments, Restricted Unit Payments and Performance Unit Payments to be paid, less applicable withholdings, to holders of Deferred Units, Restricted Units and Performance Units, respectively, through the Trust's payroll service provider on the next regularly scheduled payroll date following the Effective Date. Holders of Deferred Units, Restricted Units and Performance Units do not need to take any further action in order to receive such payments.

Dissent Rights

Pursuant to the Interim Order, a Registered Unitholder entitled to vote at the Meeting who complies with Section 12.1 of the Declaration of Trust, as modified by the Plan of Arrangement and the Interim Order, may dissent if the Trust resolves to approve the Arrangement Resolution and carry out the Arrangement. Only Registered Unitholders entitled to vote at the Meeting are entitled to exercise Dissent Rights. A Beneficial Unitholder is not entitled to exercise its Dissent Rights directly. A Beneficial Unitholder that wishes to exercise Dissent Rights should immediately contact the Intermediary with whom the Beneficial Unitholder deals in respect of its Units and instruct the Intermediary to exercise the Dissent Rights in respect of the Beneficial Unitholder's Units. In addition, pursuant to Section 12.1 of the Declaration of Trust and the Interim Order, a Dissenting Unitholder may only exercise Dissent Rights with respect to all Units held by such Dissenting Unitholder on behalf of any one Beneficial Unitholder and registered in the name of the Dissenting Unitholder. See "*Rights of Dissent*".

The provisions of the Declaration of Trust, as modified by the Plan of Arrangement and the Interim Order, dealing with the right of dissent are technical and complex. Any Dissenting Unitholder should seek independent legal advice, as failure to comply strictly with the provisions of Section 12.1 of the Declaration of Trust, as modified by the Plan of Arrangement and the Interim Order, may result in the loss of all Dissent Rights.

Conditions to the Arrangement Becoming Effective

Completion of the Arrangement is subject to the conditions precedent contained in the Arrangement Agreement having been satisfied, including the following:

- *Conditions in favour of each of the Trust and the Purchaser:* The Arrangement Resolution having received the requisite approval at the Meeting; the Final Order having been obtained; and Competition Act Approval and Investment Canada Act Approval having been obtained.

- *Conditions for the Benefit of the Purchaser:* The accuracy of the Trust's representations and warranties in the manner described in the Arrangement Agreement; the Trust having complied with its covenants in all material respects; the Trust having been provided with an opinion from the Purchaser regarding certain U.S. tax matters; no occurrence of a Trust Material Adverse Effect; and Dissent Rights not having been exercised in respect of more than 10% of the Units.

- *Conditions for the Benefit of the Trust:* The truth and accuracy of the Purchaser's representations and warranties in all material respects; and the Purchaser having complied with its covenants in all material respects.

The Arrangement Agreement is also subject to other conditions precedent being satisfied or waived, as further described under the heading "*Arrangement Agreement – Conditions to the Arrangement*".

Termination

The Arrangement Agreement may be terminated by either the Purchaser or the Trust upon the occurrence of certain specified events, including:

- by mutual written agreement of the Purchaser and the Trust;

- by the Purchaser or the Trust if: (i) a court or governmental entity has issued a final and non-appealable order prohibiting the Arrangement; (ii) the Arrangement is not completed by the Outside Date, including if required regulatory approvals are not obtained by such Outside Date; or (iii) if Unitholder approval is not obtained.

- by the Purchaser if: (i) the closing conditions related to the Trust's representations, warranties and covenants become incapable of being satisfied by the Outside Date; (ii) the Board (or the Special Committee) changes its recommendation (or fails to publicly reaffirm its recommendation in certain circumstances) or the Trust enters into an agreement for a Superior Proposal; or (iii) a Trust Material Adverse Effect occurs in respect of the Trust which is incapable of being cured on or prior to the Outside Date.

- by the Trust if: (i) prior to obtaining Unitholder approval, the Trust enters into an agreement after receiving a competing Acquisition Proposal that the Board determines, after consultation with outside legal and financial advisors, is a Superior Proposal, and after providing the Purchaser with a "right to match" the Superior Proposal; (ii) the closing conditions related to the Purchaser's representations, warranties and covenants become incapable of being satisfied by the Outside Date; or (iii) the Purchaser does not close when required.

See "*Arrangement Agreement – Termination by the Purchaser or the Trust*", "*Arrangement Agreement – Termination by the Purchaser*" and "*Arrangement Agreement – Termination by the Trust*".

The Arrangement Agreement requires that the Trust pay the Trust Termination Fee of $77 million and the Purchaser pay the Purchaser Termination Fee of $220 million in certain circumstances. See "*Arrangement Agreement – Termination Fees*".

Risk Factors

Unitholders should consider a number of risk factors relating to the Arrangement and the Trust in evaluating whether to approve the Arrangement Resolution. These risk factors are discussed herein and/or certain sections of documents publicly filed, which sections are incorporated herein by reference. See "*Risk Factors*".

Income Tax Considerations

Unitholders should consult their own tax advisors about the applicable Canadian federal, provincial and local tax, and other foreign tax, consequences to them of the Arrangement. See "*Principal Canadian Federal Income Tax Considerations"* and "*Other Tax Considerations*".

Interest of Certain Persons in Matters to be Acted Upon

Certain Persons may have interests in the Arrangement that may be different from the interests of other security holders. Members of the Special Committee and the Board were aware of and considered these interests, among other matters, in evaluating and negotiating the Arrangement Agreement, and in recommending to Unitholders that they vote **FOR** the Arrangement Resolution. See "*The Arrangement – Interests of Certain Persons in the Arrangement*".

Depositary and Proxy Solicitation Agent

Computershare Trust Company of Canada has been engaged to act as Depositary for the receipt of certificates in respect of Units and related Letters of Transmittal.

The Trust has retained D.F. King to assists in the solicitation of proxies. The solicitation of proxies is on behalf of management of the Trust. D.F. King can be contacted by telephone at: 1 (866) 822-1241 (toll free in North America) or 1 (201) 806-7301 (collect outside North America), by facsimile at 1 (888) 509-5907 or by email at inquiries@dfking.com.

SOLICITATION OF PROXIES AND VOTING AT THE MEETING

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by the trustees (the "Trustees") of the Trust for use at the Meeting to be held at the offices of Goodmans LLP, Bay Adelaide Centre, 333 Bay Street, Suite 3400, Toronto, Ontario at 11:00 a.m. (Toronto time), on March 23, 2018, or at any adjournments thereof, for the purposes set forth in the accompanying Notice of Meeting.

No person has been authorized to give any information or to make any representation other than as contained in this Circular in connection with the solicitation of proxies. If given or made, such information or representations must not be relied upon as having been authorized by the Trust. The delivery of this Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Circular. This Circular does not constitute the solicitation of a proxy by anyone in any jurisdiction in which such solicitation is not authorized, or in which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

It is expected that the solicitation of proxies will be made primarily by mail, but proxies may also be solicited personally or by telephone, fax or other electronic means by employees or agents of the Trust who will not be specifically remunerated therefor. All costs of solicitation of proxies by or on behalf of the Trustees will be borne by the Trust. The Trust has retained D.F. King (the "**Proxy Solicitation Agent**") to assist in the solicitation of proxies and may also retain other persons as it deems necessary to aid in the solicitation of proxies with respect to the Meeting. The costs of soliciting proxies and printing and mailing this Circular in connection with the Meeting, which are expected to be nominal, will be borne by the Trust. The Trust and the Proxy Solicitation Agent entered into an engagement agreement with customary terms and conditions, which provides that the Proxy Solicitation Agent will be paid a fee of up to $60,000 plus out-of-pocket expenses.

Quorum

Pursuant to the Declaration of Trust, a quorum at the Meeting shall be individuals present not being less than two in number and being Unitholders or representing by proxy Unitholders who hold in the aggregate not less in aggregate than twenty-five percent (25%) of the total number of outstanding Units.

Voting Units and Principal Unitholders

The Trust is authorized to issue an unlimited number of Units. As at the date hereof, 305,880,218 Units are issued and outstanding.

The Units carry one vote per Unit for all matters coming before Unitholders at the Meeting. Only Registered Unitholders at the close of business on January 24, 2018, the record date established by the Trustees, are entitled to vote at the Meeting.

To the knowledge of the Trustees and the executive officers, no Person beneficially owns, directly or indirectly, or exercises control or direction over, voting securities of the Trust carrying more than 10% of the voting rights attached to any class of voting securities of the Trust.

Appointment of Proxies

Registered Unitholders are entitled to vote at the Meeting. The persons named as proxyholders in the accompanying Form of Proxy are Trustees. A Unitholder is entitled to appoint some other person, who need not be a Unitholder, to attend and act on the Unitholder's behalf at the Meeting and may do so by striking out the printed names and inserting the name of such other person and, if desired, an alternate to such person, in the blank space provided in the Form of Proxy. Such Unitholder should notify the nominee of the appointment,

obtain the nominee's consent to act as proxy and should provide voting instructions to the nominee. The nominee should bring personal identification to the Meeting.

A Form of Proxy must be in writing and signed by the Unitholder or by the Unitholder's attorney duly authorized in writing or, if the Unitholder is a body corporate or association, under its seal or by an officer or attorney thereof duly authorized indicating the capacity under which such officer or attorney is signing. If an attorney executes the Form of Proxy, evidence of the attorney's authority must accompany the Form of Proxy. A proxy will not be valid unless the completed Form of Proxy is received by Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, (facsimile: 1 (866) 249-7775) not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time of the Meeting, or any adjournment or postponement thereof, whether or not you plan to attend the Meeting. Notwithstanding the foregoing, the Chairman of the Meeting has the discretion to accept proxies received after such deadline. The time limit for the deposit of proxies may also be waived or extended by the Chairman of the Meeting at his discretion, without notice.

Beneficial Unitholders who hold their Units of the Trust through an Intermediary/broker are not entitled, as such, to vote at the Meeting through a proxy. Regulatory policy requires Intermediaries/brokers to seek voting instructions from Beneficial Unitholders in advance of the Meeting. Beneficial Unitholders should carefully follow the instructions of their Intermediary/broker, including those on how and when voting instructions are to be provided, in order to have their Units voted at the Meeting. See "*Beneficial Unitholders*".

Voting of Proxies

The Trustee representatives designated in the accompanying Form of Proxy will vote or withhold from voting the Units in respect of which they are appointed proxy on any poll that may be called for in accordance with the instructions of the Unitholder as indicated on the Form of Proxy and, if the Unitholder specifies a choice with respect to any matter to be acted upon, the Units will be voted accordingly. Where no choice is specified in the Form of Proxy, such Units will be voted "for" the matters described therein and in this Circular.

The accompanying Form of Proxy confers discretionary authority upon the person appointed proxy thereunder to vote with respect to amendments or variations of matters identified in the Notice of Meeting and with respect to other matters that may properly come before the Meeting, other than for the appointment of an auditor and the election of Trustees. In the event that amendments or variations to matters identified in the Notice of Meeting are properly brought before the Meeting or any other business is properly brought before the Meeting, it is the intention of the Trustee representatives designated in the accompanying Form of Proxy to vote in accordance with their best judgment on such matters or business. At the time of the printing of this Circular, the Trustees know of no such amendment, variation or other matter, which may be presented to the Meeting.

Revocation of Proxies

A Registered Unitholder who has given a proxy may revoke such proxy by: (a) completing and signing a proxy bearing a later date and depositing it with the Transfer Agent in accordance with the instructions set out in the Circular; or (b) depositing an instrument or act in writing expressly revoking such proxy executed or signed by the Registered Unitholder or by the Registered Unitholder's personal representative or agent authorized in writing (i) at the principal office of the Trust at any time up to and including the last Business Day preceding the day of the Meeting (or in the event that the Meeting is adjourned or postponed, no later than 48 hours, excluding Saturdays, Sundays, and holidays, before any reconvened Meeting), (ii) with the Chairman of the Meeting prior to the commencement of the Meeting on the day of the Meeting, or where the Meeting has been adjourned or postponed, prior to the commencement of the reconvened or postponed Meeting on the day of such reconvened or postponed Meeting, or (iii) in any other manner permitted by Law.

Beneficial Unitholders

These meeting materials are being sent to both Registered Unitholders and Beneficial Unitholders. You are a Beneficial Unitholder if you hold your Units through a broker, investment dealer, bank, trust company or other Intermediary. If you are a Beneficial Unitholder and the Trust or its agent has sent these materials directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary/broker holding such securities on your behalf.

The information set forth in this section is important to all Unitholders of the Trust. Unitholders who do not hold their Units in their own name are referred to in this Circular as "Beneficial Unitholders". There are two kinds of Beneficial Unitholders — those who object to their names being made known to the issuers of securities which they own (called "**OBOs**" for objecting beneficial owners), and those who do not object (called "**NOBOs**" for non-objecting beneficial owners). **Beneficial Unitholders should note that only a Unitholder whose name appears on the records of the Trust as a registered holder of Units or a person they appoint as a proxy can be recognized and vote at the Meeting.** Currently, all issued and outstanding Units are in a book-based system administered by CDS Clearing and Depository Services Inc. ("**CDS**"), other than certain Units (the "**excepted Units**"). Consequently, all Units (other than the excepted Units) are currently registered under the name of CDS & Co. (the registration name for CDS). CDS also acts as nominee for brokerage firms through which Beneficial Unitholders hold their Units. Units held by CDS can only be voted (for or against resolutions) upon the instructions of the Beneficial Unitholder.

The Trust is taking advantage of National Instrument 54-101 - Communications with Beneficial Owners of Securities of a Reporting Issuer ("**NI 54-101**"), which permits it to deliver proxy-related materials indirectly to its NOBOs and OBOs. As a result, both OBOs and NOBOs can expect to receive Meeting materials from their Intermediary/broker, including a voting instruction form as more particularly described immediately below.

The Trust intends to pay for Intermediaries to deliver to OBOs under NI 54-101 the proxy-related materials and Form 54-101F7 – Request for Voting Instructions Made by Intermediary.

Applicable regulatory policy requires Intermediaries/brokers to whom meeting materials have been sent to seek voting instructions from Beneficial Unitholders in advance of Unitholders' meetings. Every Intermediary has its own mailing procedures and provides its own return instructions, which should be carefully followed by Beneficial Unitholders in order to ensure that their Units are voted at the Meeting. Often, the voting instruction form supplied to a Beneficial Unitholder by its broker is identical to the Form of Proxy provided to Registered Unitholders. However, its purpose is limited to instructing the Registered Unitholder how to vote on behalf of the Beneficial Unitholder. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge typically prepares a special voting instruction form, mails those forms to the Beneficial Unitholders and asks for appropriate instructions respecting the voting of Units to be represented at the Meeting. Beneficial Unitholders are requested to complete and return the voting instruction form to Broadridge by mail or facsimile in accordance with the instructions set out in such voting instruction form. Alternatively, Beneficial Unitholders can call a toll-free telephone number or access Broadridge's dedicated voting website (each as noted on the voting instruction form) to deliver their voting instructions and vote the Units held by them. Broadridge then tabulates the results of all voting instructions received and provides appropriate instructions respecting the voting of Units to be represented at the Meeting. A Beneficial Unitholder receiving a voting instruction form cannot use that voting instruction form to vote Units directly at the Meeting. The voting instruction form must be returned as directed by Broadridge well in advance of the Meeting in order to have the Units voted. Beneficial Unitholders who receive forms of proxies or voting materials from organizations other than Broadridge should complete and return such forms of proxies or voting materials in accordance with the instructions on such materials in order to ensure their Units are properly voted at the Meeting.

A Beneficial Unitholder who has given voting instructions to a broker, investment dealer, bank, trust company or other Intermediary may revoke such voting instructions by following the instructions of such broker, investment dealer, bank, trust company or other Intermediary. However, a broker, investment dealer, bank, trust

company or other Intermediary may be unable to take any action on the revocation if such revocation is not provided sufficiently in advance of the Meeting or any adjournment or postponement thereof.

Beneficial Unitholders cannot be recognized at the Meeting for purposes of voting their Units in person or by way of depositing a Form of Proxy. If you are a Beneficial Unitholder and wish to vote in person at the Meeting, please see the voting instructions you received or contact your Intermediary/broker well in advance of the Meeting to determine how you can do so.

Beneficial Unitholders should carefully follow the voting instructions they receive, including those on how and when voting instructions are to be provided, in order to have their Units voted at the Meeting.

THE ARRANGEMENT

Background to the Arrangement

The Arrangement Agreement is the result of arm's length negotiations between representatives of the Trust and Blackstone, and their respective advisors. The following is a summary of the meetings, negotiations, discussions and actions between the Parties that preceded the execution and public announcement of the Arrangement Agreement.

In September of 2017, representatives of Blackstone contacted Mr. Kevan Gorrie, Chief Executive Officer of the Trust, to explore the possibility of a strategic transaction involving Blackstone and the Trust, including a possible acquisition of the Trust by Blackstone. Mr. Gorrie advised the representatives of Blackstone that any proposal regarding a potential acquisition of the Trust by Blackstone should be made to the Board. Mr. Gorrie promptly advised Mr. T Richard Turner, Chairman of the Board, of his discussions with Blackstone.

On October 26, 2017, the Board received an unsolicited non-binding proposal from Blackstone which contemplated the acquisition of all of the outstanding Units by an affiliate of Blackstone at a price of $7.55 in cash per Unit (representing a premium of approximately 13% over the closing price of the Units on the TSX that day and a premium of 18% to research consensus NAV per Unit of $6.40). The proposal was subject to completion of Blackstone's due diligence, as well as negotiation of a definitive acquisition agreement.

Promptly following receipt of Blackstone's proposal, Mr. Turner circulated a copy of the proposal to the other Trustees. After consulting with the other Trustees, Mr. Turner contacted Goodmans about the possibility of Goodmans advising the Board (and/or any special committee of the Board formed to consider the proposal) with respect to its duties and responsibilities in considering and responding to Blackstone's proposal and advising the Trust in connection with the negotiation of any potential transaction.

On October 30, 2017, the Board convened a meeting, at which senior management of the Trust as well as representatives of Goodmans were present, to discuss the Trustees' initial views regarding Blackstone's proposal. After receiving legal advice from Goodmans, the Board determined that the proposal should be given due consideration, given that it appeared to be credible and the proposed purchase price reflected a premium to the market price of the Units. The Board also considered whether it was necessary or advisable to form a special committee of independent Trustees. While the Board concluded that none of the Trustees had a material conflict of interest in connection with Blackstone's proposal, the Board recognized that Mr. Gorrie, as a member of management, could be perceived to have interests with respect to a potential change of control transaction that differed from Unitholders generally. The Board also determined that it would be advisable to form a committee consisting of a smaller group of independent Trustees who could, with the assistance of financial and legal advisors, evaluate Blackstone's proposal and potential alternatives, and supervise any related negotiations, and make recommendations to the full Board with respect to those matters. For those reasons, the Board unanimously resolved to form the special committee comprised of T. Richard Turner (Chair), Paul Haggis and Elisabeth Wigmore (the "**Special Committee**"), each of whom was determined by the Board to be independent of the Trust and Blackstone. The Special Committee's mandate included, among other things, to oversee and direct the process relating to the evaluation and possible negotiation of Blackstone's proposal as well as potential alternatives to the

proposal, including maintaining the status quo, and to make a recommendation to the Board as to whether any particular alternative would be in the best interests of the Trust and fair to its Unitholders. After concluding that Goodmans had no pre-existing material relationships with the Trust or Blackstone, the Board also unanimously resolved to engage Goodmans as legal advisor to advise the Board and Special Committee with respect to their duties and responsibilities in considering and responding to the proposal, and to represent the Trust in any negotiations with respect to a potential transaction. The Board also unanimously resolved to engage BMO Capital Markets to provide the Special Committee and the Board with expert financial advice regarding Blackstone's proposal and potential alternatives to the proposal, and to assist the Trust in negotiating any potential transaction.

On October 31, 2017, Mr. Turner, on behalf of the Board, responded in writing to Blackstone indicating that the Board had formed the Special Committee and was in the process of engaging legal and financial advisors to review Blackstone's proposal.

On November 3, 2017, BMO Capital Markets was formally engaged as financial advisor to the Trust and the Special Committee. With the assistance of the Trust's management, BMO Capital Markets engaged in a detailed analysis of the Trust and its assets, the Trust's existing Board-approved strategic plan, Blackstone's proposal and other alternatives available to the Trust, including the possibility of soliciting other potential buyers of the Trust.

On November 7, 2017, during a regularly scheduled Board meeting at which representatives of BMO Capital Markets and Goodmans were in attendance, BMO Capital Markets provided a presentation regarding its analysis. The Board discussed various potential responses to Blackstone's proposal. The Board concluded that the Special Committee should convene a meeting to make a recommendation to the Board regarding how to respond.

On November 10, 2017, the Special Committee met to determine what recommendation to make to the Board in respect of Blackstone's proposal. Representatives of BMO Capital Markets and Goodmans were also in attendance. After receiving legal and financial advice and evaluating the relative benefits and risks of various potential responses, the Special Committee unanimously determined that Blackstone's proposal did not reflect the value for the Trust and its stakeholders that would reasonably be expected from the continued execution of the Trust's existing Board-approved strategic plan. The Special Committee also concluded that Blackstone's proposal did not warrant engaging in negotiations with, or providing the Trust's confidential information to, Blackstone. Mr. Turner, on behalf of the Special Committee, communicated the Special Committee's recommendation to the other Trustees, who unanimously supported the Special Committee's recommendation.

On November 14, 2017, Mr. Turner, on behalf of the Board, responded in writing to Blackstone communicating the Special Committee's and Board's conclusions that Blackstone's proposal did not reflect the value for the Trust and its stakeholders that would reasonably be expected from the continued execution of the Trust's existing Board-approved strategic plan.

On November 21, 2017, the Board received a second letter from Blackstone indicating Blackstone's belief that it would be able to increase its proposed price upon receipt of certain confidential information concerning the Trust.

On November 22, 2017, the Special Committee met to discuss Blackstone's second letter. The Special Committee unanimously concluded that Blackstone's second letter was not materially different from Blackstone's initial letter and did not warrant engaging in negotiations with, or providing the Trust's confidential information to, Blackstone. Mr. Turner, on behalf of the Special Committee, communicated the Special Committee's recommendation to the other Trustees, who unanimously supported the Special Committee's recommendation.

On November 22, 2017, Mr. Turner, on behalf of the Board, responded in writing to Blackstone reiterating the Special Committee's and the Board's conclusions with respect to Blackstone's proposal.

On November 26, 2017, the Board received a revised proposal from Blackstone in which Blackstone proposed an increased purchase price of $7.85 per Unit (representing a premium of approximately 16% over the

closing price of the Units on the TSX on the most recent prior trading day and a premium of 23% to research consensus NAV per Unit) and requested a 15 Business Day exclusivity period, during which the Trust would agree not to negotiate a potential change of control or similar transaction with any party other than Blackstone. The revised proposal also indicated that Blackstone intended to implement the transaction through a plan of arrangement and that Blackstone expected the definitive agreement to include standard deal protections, such as non-solicitation provisions with a fiduciary out, a right to match any superior proposals and customary termination and reverse termination fees and expense reimbursement provisions. The revised proposal remained subject to completion of Blackstone's due diligence, as well as negotiation of a definitive acquisition agreement.

On November 27, 2017, the Special Committee met to consider Blackstone's revised proposal. During the meeting, the Special Committee received financial advice from BMO Capital Markets regarding Blackstone's revised proposal and potential alternatives, as well as legal advice from Goodmans and advice from the Trust's management. After receiving that advice and discussing the relative benefits and risks associated with Blackstone's revised proposal and potential alternatives available to the Trust (including continued execution of the Trust's existing Board-approved strategic plan and the possibility of soliciting other potential buyers of the Trust), the Special Committee unanimously concluded that it should recommend that the Trust make a counter-proposal with a specific price of $8.10 per Unit at which the Special Committee would be prepared to recommend that the Trust engage in negotiations with Blackstone.

On November 29, 2017, the Board met to receive the Special Committee's report regarding its analysis of Blackstone's revised proposal, as well as the Special Committee's recommendation regarding how to respond to the revised proposal. Representatives of Goodmans were present at the meeting. After receiving the Special Committee's report and discussing the relative benefits and risks of various alternatives available to the Trust, the Board unanimously resolved to adopt the Special Committee's recommendations, and authorized Mr. Turner and Mr. Gorrie to communicate the Trust's counter-proposal to Blackstone.

On November 30, 2017, Mr. Turner and Mr. Gorrie had a telephone conversation with representatives of Blackstone, during which Mr. Turner and Mr. Gorrie communicated the Trust's counter-proposal.

On December 1, 2017, the Board received a further revised proposal from Blackstone in which Blackstone proposed, as its "best and final offer", a purchase price of $8.10 per Unit (representing a premium of approximately 19% over the closing price of the Units on the TSX that day and a premium of 27% to research consensus NAV per Unit). Blackstone subsequently clarified that, under its latest proposal, Unitholders would continue to receive the Trust's current monthly distribution in the ordinary course through to closing. The latest proposal provided for the Trust Termination Fee of $77 million and a Purchaser Termination Fee of $154 million. The latest proposal remained subject to the completion of Blackstone's due diligence, as well as negotiation of a definitive acquisition agreement.

On December 2, 2017, the Special Committee met to consider Blackstone's latest proposal. During the meeting, the Special Committee received financial advice from BMO Capital Markets and legal advice from Goodmans regarding Blackstone's latest proposal and various alternatives available to the Trust. After receiving that advice and discussing the relative benefits and risks of various alternatives reasonably available to the Trust (including continued execution of the Trust's existing Board-approved strategic plan and the possibility of soliciting other potential buyers of the Trust), the Special Committee unanimously concluded that it would be in the best interests of the Trust and its stakeholders for the Trust to engage in exclusive negotiations with Blackstone on the basis of Blackstone's latest proposal. In particular, the Special Committee concluded that exclusive negotiations with Blackstone, on the basis of Blackstone's latest proposal, had the greatest probability of providing Unitholders with the highest value reasonably available for their Units, given the advice the Special Committee received about the financial terms of Blackstone's proposal as well as the Special Committee's conclusions regarding the risks associated with soliciting other potential buyers of the Trust (including those described below under "*The Arrangement – Reasons for the Recommendations*"). The Special Committee also discussed the possibility of obtaining a fairness opinion from an independent financial advisor whose compensation was not based, in whole or in part, on the conclusion reached in its opinion or the outcome of any transaction.

On December 6, 2017, the Board met to receive the Special Committee's report and recommendation regarding Blackstone's latest proposal. After considering the Special Committee's recommendation and discussing the relative benefits and risks associated with various potential alternatives, the Board unanimously resolved to authorize the Trust to enter into exclusive negotiations with Blackstone for a period of 15 Business Days, to provide Blackstone with access to certain of the Trust's confidential information (subject to execution by Blackstone of an appropriate confidentiality and standstill agreement) and to attempt to negotiate the terms of a definitive agreement with Blackstone on the basis of Blackstone's latest proposal. The Board approved the engagement of an independent financial advisor, whose compensation was not based, in whole or in part, on the conclusion reached in its opinion or the outcome of any transaction, to provide the Special Committee and the Board with a fairness opinion, and delegated authority to the Special Committee to select a financial advisor and negotiate the terms of its engagement.

Following the meeting, Goodmans, under the direction of the Special Committee, negotiated the terms of the Confidentiality Agreement with Blackstone's counsel and the Parties executed the Confidentiality Agreement on December 8, 2017. The Confidentiality Agreement governs the disclosure and use of the Trust's confidential information by Blackstone and its representatives, includes a customary "standstill" provision that generally prevents Blackstone from attempting to acquire control of the Trust without the consent of the Board, and required the Trust to negotiate exclusively with Blackstone until January 2, 2018.

On December 8, 2017, the Special Committee met to consider proposals from several potential financial advisors for a mandate to provide the Special Committee and the Board with an independent fairness opinion. After discussing each proposal, the Special Committee unanimously resolved to engage Greenhill as independent financial advisor to the Special Committee and the Board for the purpose of providing a fairness opinion, and instructed Goodmans to negotiate an engagement agreement with Greenhill.

Commencing on December 8, 2017, the Trust provided Blackstone and its representatives with access to an electronic data room, which contained certain public and non-public information concerning the Trust and its assets.

Over the following three weeks, the Trust's financial and legal advisors, under the direction of the Special Committee and with the assistance of the Trust's management, negotiated the terms of the arrangement agreement and the related transaction documents. During this period, the Special Committee and the Board met to receive updates regarding the status of the negotiations and to provide direction regarding how to resolve important business and legal matters. In addition to formal meetings, the Trustees also engaged in numerous discussions amongst themselves, as well as with their legal and financial advisors and the Trust's management, with respect to various matters that arose during the negotiations. During these negotiations, Blackstone agreed to increase the Purchaser Termination Fee from $154 million to $220 million.

On December 11, 2017, the Trust, on behalf of the Board, entered into an engagement agreement with Greenhill. Greenhill's engagement agreement provides that Greenhill's compensation for providing its fairness opinion is a fixed fee payable at the time of delivery of its fairness opinion, regardless of the conclusion reached by Greenhill and regardless of whether or not any transaction was ultimately consummated. See "*The Arrangement – Fairness Opinions*".

At a meeting of the Special Committee held on December 21, 2017, the Special Committee discussed the status of the negotiations with Blackstone and provided direction to Goodmans with respect to the possible resolution of certain key outstanding matters. During the meeting, the Special Committee discussed a request from Blackstone to extend the exclusivity period to January 9, 2018, in light of the current status of the negotiations, transaction documentation, and Blackstone's due diligence. During the meeting, representatives of Greenhill provided an update regarding the status of their analysis of the fairness, from a financial point of view, of the Consideration to be received by Unitholders under the Arrangement.

Also on December 21, 2017, following the Special Committee meeting, the Board met to receive an update from the Special Committee and its advisors regarding the status of the negotiations with Blackstone.

During the meeting, the Board authorized the Special Committee to extend the exclusivity period by up to one week from January 2, 2018, if and when the Special Committee determined it was necessary or appropriate to do so.

Over the following week, Blackstone continued its due diligence and the Parties continued negotiating the terms of the arrangement agreement and the related transaction documents.

On December 31, 2017, the Special Committee met to receive an update regarding the status of the negotiations with Blackstone and to consider extending the exclusivity period with Blackstone in order to allow Blackstone to complete its due diligence and to allow the Parties to complete their negotiation of the arrangement agreement and related transaction documents. The Special Committee also considered a request from Blackstone to allow one of its limited partners to potentially co-invest along with Blackstone as part of the Arrangement. Representatives of Goodmans and Mr. Gorrie attended the meeting. After receiving legal advice and discussing the rationale for the potential inclusion of a co-investor, the Special Committee unanimously resolved to authorize the Trust to consent to Blackstone sharing confidential information with its potential co-investor (subject to the terms of the Confidentiality Agreement) and to extend the exclusivity period until January 8, 2018.

Over the following days, the Trust's financial and legal advisors, under the direction of the Special Committee and with the assistance of the Trust's management, negotiated with Blackstone to finalize the terms of the arrangement agreement and related transaction documents, and Blackstone completed its due diligence.

On January 8, 2018, the Special Committee met to receive financial and legal advice regarding the Arrangement, to review and evaluate the terms of a draft of the arrangement agreement and related transaction documents, and to determine what recommendation to make to the Board with respect to the Arrangement. During the meeting, representatives of Goodmans made a presentation regarding the terms of the arrangement agreement and the related transaction documents, and discussed the duties and responsibilities of the trustees in considering the Arrangement. Following Goodmans' presentation, representatives of Greenhill and BMO Capital Markets each provided a presentation regarding their respective analysis of the fairness, from a financial point of view, of the consideration to be received by Unitholders under the arrangement agreement. The other members of the Board were invited to attend this portion of the meeting so that they could also receive the financial advisors' respective presentations and opinions. Following their presentations, each of Greenhill and BMO Capital Markets provided their respective verbal opinions (subsequently confirmed in writing) to the effect that, as of the date thereof and subject to the assumptions, limitations and qualifications described therein, the Consideration to be received by Unitholders pursuant to the Arrangement is fair, from a financial point of view, to Unitholders.

The Special Committee then met along with Goodmans to discuss its recommendations to the Board with respect to the Arrangement. After discussing the relevant substantive and procedural benefits and risks associated with the Arrangement and potential alternatives, the Special Committee unanimously resolved to recommend to the Board that (i) the Arrangement is in the best interests of the Trust and fair to its Unitholders, (ii) the Board approve the Arrangement and the execution, delivery and performance of the Arrangement Agreement and other transaction documents, and (iii) the Board recommend that Unitholders vote in favour of the Arrangement.

Following the Special Committee meeting, the Board met to receive a report from the Special Committee, as well as its recommendations regarding the Arrangement. Mr. Turner, on behalf of the Special Committee, presented a report to the Board that summarized the process undertaken by the Special Committee, the information the Special Committee considered in making its recommendations, the reasons for the Special Committee's recommendations and certain risks the Special Committee considered, all of which are described below under the heading "*The Arrangement– Reasons for the Recommendations*". Following the report, Mr. Turner, on behalf of the Special Committee, delivered the recommendations of the Special Committee described above. After discussing the Special Committee's report and recommendation and the relative benefits and risks of the Arrangement and various alternatives reasonably available to the Trust, the Board unanimously resolved (i) that the Arrangement is in the best interests of the Trust and fair to its Unitholders, (ii) to approve the Arrangement and the execution, delivery and performance of the Arrangement Agreement and related transaction documents, and (iii) to recommend that Unitholders vote in favour of the Arrangement.

Later on January 8, 2018, the Trust, CanCo SPV and the Purchaser entered into the Arrangement Agreement and the related transaction documents.

On the morning of January 9, 2018 prior to the opening of trading on the TSX, the Arrangement was publicly announced.

On February 7, 2018, the Trust, CanCo SPV and the Purchaser amended the Plan of Arrangement to provide that the Dissent Rights described under "*Dissent Rights*" shall be based on the dissent rights set forth in the Declaration of Trust.

Recommendation of the Special Committee

The Special Committee, after careful consideration and having received advice from its financial and legal advisors and the Fairness Opinions, unanimously concluded that the Arrangement is in the best interests of the Trust and fair to its Unitholders. Accordingly, the Special Committee unanimously recommended that the Board approve the Arrangement and unanimously recommend that Unitholders vote FOR the Arrangement Resolution at the Meeting.

Recommendation of the Board

The Board, after careful consideration and having received advice from its financial and legal advisors, the Fairness Opinions, and the unanimous recommendation of the Special Committee, unanimously concluded that the Arrangement is in the best interests of the Trust and fair to its Unitholders. Accordingly, the Board unanimously approved the Arrangement and unanimously recommends that Unitholders vote FOR the Arrangement Resolution at the Meeting.

Reasons for the Recommendations

The Special Committee and the Board carefully considered the Arrangement and received the benefit of advice from financial and legal advisors. The Special Committee and the Board identified a number of factors in respect of their recommendations to vote FOR the Arrangement Resolution, including those set out below.

- *Significant Premium to Market Price and NAV*. The Consideration to be paid pursuant to the Arrangement for each Unit represents a 21% premium to the closing price of the Units on the TSX on January 8, 2018, the last trading day prior to the announcement of the Arrangement, a 22% premium to the 30-day volume-weighted average Unit price on the TSX for the period ending January 8, 2018, and a 27% premium to the research consensus NAV estimate of $6.40 per Unit.

- *Certainty of Value and Immediate Liquidity*. The Consideration to be received by Unitholders is payable entirely in cash and therefore provides Unitholders with certainty of value and immediate liquidity, and removes the risks associated with the Trust remaining an independent public entity (including challenges of acquiring and developing assets on an accretive basis in light of an increasingly competitive environment for industrial real estate assets as well as external factors such as changes in interest rates, capitalization rates, currency exchange rates and capital markets conditions that are beyond the control of the Trust and its management).

- *Compelling Value Relative to Alternatives*. Prior to entering into the Arrangement Agreement, the Special Committee and the Board, with the assistance of their financial and legal advisors, and based upon their collective knowledge of the business, operations, financial condition, earnings and prospects of the Trust, as well as their collective knowledge of the current and prospective environment in which the Trust operates (including economic and market conditions), assessed the relative benefits and risks of various alternatives reasonably available to the Trust, including continued execution of the Trust's existing Board-approved strategic plan and the possibility of soliciting other potential buyers of the Trust. As part of that

evaluation process, the Special Committee and the Board unanimously concluded that (i) the Consideration represents greater value for the Trust and its Unitholders than would reasonably be expected from the continued execution of the Trust's Board-approved strategic plan (particularly having regard to the risks described in the preceding reason), (ii) conditions for sale transactions in the real estate market are generally favourable, with prices for industrial real estate assets being at or near historical highs while capitalization rates are at or near historical lows, (iii) it was unlikely that any other party would be willing to acquire the Trust on terms that were more favourable to Unitholders, from a financial point of view, than the Arrangement, (iv) there are a limited number of other potential buyers (including publically traded real estate entities) that have a strategic focus on the type of properties owned by the Trust and the financial capacity to acquire the Trust on terms that are more favourable to Unitholders, from a financial point of view, than the Arrangement, and (v) soliciting other potential buyers of the Trust could have had significant negative impacts on the Trust and its stakeholders, including jeopardizing the availability of Blackstone's proposal, the confidentiality of discussions, and the Trust's ability to retain its employees and execute its Board-approved strategic plan. The Special Committee and the Board continually assessed each reasonably available alternative throughout the process of evaluating and negotiating the Arrangement and ultimately concluded that entering into the Arrangement Agreement with the Purchaser was the most favourable alternative reasonably available.

- *Arm's Length Negotiation*. The Arrangement Agreement is the result of a rigorous negotiation process that was undertaken at arm's length with the oversight and participation of the Special Committee and the Board and their financial and legal advisors and resulted in two price increases by Blackstone from its October 26, 2017 non-binding proposal of $7.55 per Unit. The Special Committee and the Board, after considering advice from their financial advisors, concluded that $8.10 per Unit is the highest price that Blackstone was willing to pay to acquire the Trust.

- *Blackstone's Reputation and Track Record*. The Special Committee and the Board concluded that it is likely that Blackstone will complete the Arrangement if all conditions are satisfied, given (i) Blackstone's extensive track record in completing large-scale real estate transactions (particularly in the industrial real estate space) globally, (ii) Blackstone is a logical strategic buyer of the Trust, and (iii) Blackstone has historically proven that they have access to capital, including favourable debt financing.

- *BMO Fairness Opinion*. The Special Committee and the Board received the BMO Fairness Opinion from BMO Capital Markets which states that, as of the date thereof, and subject to the assumptions, limitations and qualifications set out therein, the Consideration to be received by Unitholders pursuant to the Arrangement Agreement is fair, from a financial point of view, to the Unitholders. See "*The Arrangement – Reasons for the Recommendations*".

- *Greenhill Fairness Opinion*. The Special Committee and the Board received the Greenhill Fairness Opinion from Greenhill which states that, as of the date thereof, and subject to the assumptions, limitations and qualifications set out therein, the Consideration to be received by Unitholders pursuant to the Arrangement Agreement is fair, from a financial point of view, to the Unitholders. See "*The Arrangement – Reasons for the Recommendations*".

- *Continued Payment of Regular Monthly Distributions*. The Trust will continue to declare its regular monthly distribution of $0.026 per Unit on each regularly scheduled record date that occurs prior to the Effective Date, and will pay all such distributions to Unitholders of record on each such record date in the ordinary course.

- *Tax Efficient Structure of the Arrangement*. The Arrangement will generally result in taxable Unitholders realizing a capital gain for Canadian income tax purposes. Furthermore, the proceeds received by Unitholders for their Units generally will not be subject to Canadian withholding tax. See "*Principal Canadian Federal Income Tax Considerations*".

- *Equal Treatment of Security Holders*. Holders of Unit Options, Restricted Units, Performance Units and Deferred Units will receive the same consideration for their securities as holders of Units under the Arrangement.

- *Purchaser Termination Fee*. Blackstone is obligated to pay to the Trust the Purchaser Termination Fee of $220 million in certain circumstances, including in connection with certain breaches of the Arrangement Agreement by Blackstone, including a failure to consummate the Arrangement when required to do so under the terms of the Arrangement Agreement. The Guarantor, which the Special Committee and the Board believe is a creditworthy entity, has guaranteed payment of the Purchaser Termination Fee if and when payable under the Arrangement Agreement.

- *Ability to Respond to and Enter into Superior Proposals*. Notwithstanding the Special Committee's and the Board's determination regarding the low likelihood of other potential acquirers emerging, the Trust retains the ability, under the terms of the Arrangement Agreement, to consider and respond to unsolicited Acquisition Proposals and to terminate the Arrangement Agreement in order to enter into a definitive agreement providing for the implementation of a Superior Proposal upon payment of the Trust Termination Fee, in each case subject to the specific terms and conditions set forth in the Acquisition Agreement. The Special Committee and the Board, based on advice received from their financial advisors, unanimously concluded that the $77 million Trust Termination Fee is reasonable in the circumstances. See ""*Arrangement Agreement – Restriction on Solicitation of Acquisition Proposals*".

- *Court and Unitholder Approval*. The Arrangement Resolution must be approved by the affirmative vote of not less than $66^2/_3$% of the votes cast by Unitholders present in person or represented by proxy at the Meeting. The Arrangement must also be approved by the Court, which will consider the fairness and reasonableness of the Arrangement to all Unitholders.

- *Dissent Rights*. Registered Unitholders have the right to exercise Dissent Rights in connection with the Arrangement, subject to strict compliance with the requirements applicable to the exercise of Dissent Rights. See "*Dissent Rights*".

In making their recommendations, the Special Committee and the Board also considered a number of potential risks and other factors resulting from the Arrangement and the Arrangement Agreement, including those described under "*Risk Factors*".

The foregoing discussion of certain factors considered by the Special Committee and the Board is not intended to be exhaustive, but includes the material factors considered by the Special Committee and the Board in making their determinations and recommendations with respect to the Arrangement. The Special Committee and the Board did not consider it practicable to, and did not, assign specific weights to the factors considered in reaching their determinations and recommendations and individual Trustees may have given different weights to different factors. Neither the Board nor the Special Committee reached any specific conclusion with respect to any of the factors or reasons considered, and the above factors are not presented in any order of priority. The foregoing discussion includes forward-looking information and readers are cautioned that actual results may vary. See "*Cautionary Statement Regarding Forward-Looking Information*".

Fairness Opinions

BMO Fairness Opinion

Engagement of BMO Capital Markets

The Trust initially contacted BMO Capital Markets regarding a potential advisory assignment in October 2017. BMO Capital Markets was formally engaged by the Trust pursuant to an agreement dated November 3, 2017 (the "**BMO Engagement Agreement**"). Under the terms of the BMO Engagement Agreement, BMO Capital Markets

has agreed to provide the Trust, the Special Committee, and the Board with various advisory services in connection with the Arrangement including, among other things, the provision of the BMO Fairness Opinion.

BMO Capital Markets will receive a fee for rendering the BMO Fairness Opinion. BMO Capital Markets will also receive certain fees for its advisory services under the BMO Engagement Agreement, a substantial portion of which is contingent upon the successful completion of the Arrangement. The Trust has also agreed to reimburse BMO Capital Markets for its reasonable out-of-pocket expenses and to indemnify it against certain liabilities that might arise out of its engagement.

The BMO Fairness Opinion has been prepared in accordance with the Disclosure Standards for Formal Valuations and Fairness Opinions of IIROC, but IIROC has not been involved in the preparation or review of the BMO Fairness Opinion.

Credentials of BMO Capital Markets

BMO Capital Markets is one of North America's largest investment banking firms, with operations in all facets of corporate and government finance, mergers and acquisitions, equity and fixed income sales and trading, investment research and investment management. BMO Capital Markets has been a financial advisor in a significant number of transactions throughout North America involving public and private companies in various industry sectors and has extensive experience in preparing fairness opinions.

The BMO Fairness Opinion represents the opinion of BMO Capital Markets, the form and content of which have been approved for release by a committee of its officers who are collectively experienced in merger and acquisition, divestiture, restructuring, valuation, fairness opinion and capital markets matters.

Independence of BMO Capital Markets

Neither BMO Capital Markets, nor any of its affiliates, is an insider, associate or affiliate (as those terms are defined in the OSA or the rules made thereunder) of the Trust, the Purchaser, or any of their respective associates or affiliates (collectively, the "**Interested Parties**").

BMO Capital Markets has not been engaged to provide any financial advisory services nor has it participated in any financings involving the Interested Parties within the past two years, other than: (i) acting as financial advisor to the Trust and the Board pursuant to the BMO Engagement Agreement; (ii) acting as financial advisor to the Trust and certain of its affiliates in connection with certain potential or completed acquisition or disposition transactions; (iii) acting as lead left bookrunner in connection with a $230 million offering of units for the Trust, which was completed in August 2017; (iv) acting as lead left bookrunner in connection with a $144 million offering of units for the Trust, which was completed in April 2017; (v) acting as lead left bookrunner in connection with a $144 million offering of units for the Trust, which was completed in October 2016; (vi) acting as lead left bookrunner in connection with a $150 million offering of units for the Trust, which was completed in June 2016; (vii) acting as lead arranger, lead bookrunner, administrative agent for, and a lender under, a $150 million unsecured term loan for the Trust, which was completed in September 2017; (vii) brokering $110 million of mortgage financing for the Trust in connection with its Vaughan, Ontario distribution center, which was funded in July 2016; (ix) acting as financial advisor to Blackstone and certain of its affiliates in connection with certain potential or completed acquisition or disposition transactions; (x) acting as a joint bookrunner for a US$350 million high yield bond financing for a portfolio company of Blackstone, which was completed in May 2016; and (xi) acting as a lender under various credit facilities of Blackstone's portfolio companies and certain of its affiliates.

There are no understandings, agreements or commitments between BMO Capital Markets and any of the Interested Parties with respect to future business dealings. BMO Capital Markets may, in the future, in the ordinary course of business, provide financial advisory, investment banking, or other financial services to one or more of the Interested Parties from time to time.

BMO Capital Markets and certain of its affiliates act as traders and dealers, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in the securities of one or more of the Interested Parties and, from time to time, may have executed or may execute transactions on behalf of one or more Interested Parties for which BMO Capital Markets or such affiliates received or may receive compensation. As investment dealers, BMO Capital Markets and certain of its affiliates conduct research on securities and may, in the ordinary course of business, provide research reports and investment advice to clients on investment matters, including with respect to one or more of the Interested Parties or the Arrangement. In addition, Bank of Montreal, of which BMO Capital Markets is a wholly-owned subsidiary, or one or more affiliates of Bank of Montreal, may provide banking or other financial services to one or more of the Interested Parties in the ordinary course of business.

Scope of Review

In connection with rendering the BMO Fairness Opinion, BMO Capital Markets reviewed and relied upon, or carried out, among other things, the following:

- a draft of the Arrangement Agreement dated January 8, 2018;
- certain publicly available information relating to the business, operations, financial condition and trading history of the Trust and other selected public companies BMO Capital Markets considered relevant;
- certain internal financial, operating, corporate and other information prepared or provided by or on behalf of the Trust relating to the business, operations and financial condition of the Trust;
- internal management forecasts, projections, estimates and budgets prepared or provided by or on behalf of management of the Trust;
- discussions with management of the Trust relating to the Trust's current business, plan, financial condition and prospects;
- public information with respect to selected precedent transactions BMO Capital Markets considered relevant;
- various reports published by equity research analysts and industry sources BMO Capital Markets considered relevant;
- discussions with the Trust's legal advisors regarding legal matters related to the Arrangement;
- a letter of representation as to certain factual matters and the completeness and accuracy of certain information upon which the BMO Fairness Opinion is based, addressed to BMO Capital Markets and dated as of the January 8, 2018, provided by senior officers of the Trust; and
- such other information, investigations, analyses and discussions as BMO Capital markets considered necessary or appropriate in the circumstances.

BMO Capital Markets has not, to the best of its knowledge, been denied access by the Trust to any information under the Trust's control requested by BMO Capital Markets.

Prior Valuations

The Trust has represented to BMO Capital Markets that there have not been any prior valuations (as defined in MI 61-101) of the Trust or Trust Subsidiaries or any of its material assets or liabilities in the twenty-four month period prior to January 8, 2018.

Assumptions and Limitations

BMO Capital Markets relied upon and assumed the completeness, accuracy and fair presentation of all financial and other information, data, advice, opinions, representations and other material obtained by it from public sources or provided to it by or on behalf of the Trust or otherwise obtained by it in connection with its engagement (the "**BMO Fairness Opinion Information**"). The BMO Fairness Opinion is conditional upon such completeness, accuracy and fair presentation. BMO Capital Markets has not been requested to, and has not assumed any obligation to, independently verify the completeness, accuracy or fair presentation of any such BMO Fairness Opinion Information. BMO Capital Markets has assumed that forecasts, projections, estimates and budgets provided to it and used in its analyses were reasonably prepared on bases reflecting the best currently available assumptions, estimates and judgments of management of the Trust, having regard to the Trust's business, plans, financial condition and prospects.

Senior officers of the Trust have represented to BMO Capital Markets in a letter of representation delivered as of January 8, 2018, among other things, that: (i) the BMO Fairness Opinion Information provided to BMO Capital Markets orally by, or in the presence of, an officer or employee of, the Trust, or in writing by the Trust or any of its subsidiaries (as defined in National Instrument 45-106 – Prospectus Exemptions) or any of its or their representatives in connection with BMO Capital Markets' engagement was, at the date the BMO Fairness Opinion Information was provided to BMO Capital Markets, and is, as of January 8, 2018, complete, true and correct in all material respects, and did not and does not contain a misrepresentation (as defined in the OSA), provided however, that with respect to any portion of the BMO Fairness Opinion Information that constitute forecasts, projections, estimates or budgets, such forecasts, projections, estimates or budgets were reasonably prepared on bases reflecting the best currently available assumptions, estimates and judgments of management of the Trust having regard to the Trust's business, plans, financial condition and prospects and are not, in the reasonable belief of management of the Trust, misleading in any material respect; and (ii) since the dates on which the BMO Fairness Opinion Information was provided to BMO Capital Markets, except as disclosed to BMO Capital Markets, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Trust or any Trust Subsidiaries, and no change has occurred in the BMO Fairness Opinion Information or any part thereof which would have or which could reasonably be expected to have a material effect on the BMO Fairness Opinion.

In preparing the BMO Fairness Opinion, BMO Capital Markets has assumed that the executed Arrangement Agreement will not differ in any material respect from the draft that it reviewed, and that the Arrangement will be consummated in accordance with the terms and conditions of the Arrangement Agreement without waiver of, or amendment to, any term or condition that is in any way material to its analyses.

The BMO Fairness Opinion is rendered on the basis of securities markets, economic, financial and general business conditions prevailing as of January 8, 2018 and the condition and prospects, financial and otherwise, of the Trust as they are reflected in the BMO Fairness Opinion Information and as they have been represented to BMO Capital Markets in discussions with the Board and management of the Trust and its representatives. In BMO Capital Markets' analyses and in preparing the BMO Fairness Opinion, BMO Capital Markets made numerous judgments and assumptions with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond its control or that of any party involved in the Arrangement.

The BMO Fairness Opinion is provided to the Special Committee and the Board for their exclusive use only in considering the Arrangement and may not be used or relied upon by any other person or for any other purpose without BMO Capital Markets' prior written consent. The BMO Fairness Opinion does not constitute a recommendation as to how any Unitholder should vote or act on any matter relating to the Arrangement. Except for the inclusion of the BMO Fairness Opinion in its entirety and a summary in this Circular and the submission by the Trust of the BMO Fairness Opinion to the Court in connection with the approval of the Arrangement, the BMO Fairness Opinion is not to be reproduced, disseminated, quoted from or referred to (in whole or in part) without BMO Capital Markets' prior written consent.

BMO Capital Markets has not been asked to prepare and has not prepared a formal valuation or appraisal of the securities or assets of the Trust or of any of its affiliates, and the BMO Fairness Opinion should not be construed as such. The BMO Fairness Opinion is not, and should not be construed as, advice as to the price at which the securities of the Trust may trade at any time. BMO Capital Markets was not engaged to review any legal, tax or regulatory aspects of the Arrangement and the BMO Fairness Opinion does not address any such matters. BMO Capital Markets' has relied upon, without independent verification, the assessment by the Trust and its legal advisors with respect to such matters. In addition, the BMO Fairness Opinion does not address the relative merits of the Arrangement as compared to any strategic alternatives that may be available to the Trust. BMO Capital Markets was not requested to solicit, and did not solicit, interest from other parties with respect to an acquisition of, or other business combination transaction with, the Trust or any other alternative transaction.

The BMO Fairness Opinion is rendered as of January 8, 2018 and BMO Capital Markets disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the BMO Fairness Opinion which may come or be brought to the attention of BMO Capital Markets after the January 8, 2018. Without limiting the foregoing, if BMO Capital Markets learns that any of the BMO Fairness Opinion Information it relied upon in preparing the BMO Fairness Opinion was inaccurate, incomplete or misleading in any material respect, BMO Capital Markets reserves the right to change or withdraw the BMO Fairness Opinion.

Approach to Fairness and Analysis

BMO Capital Markets performed various analyses in connection with rendering the BMO Fairness Opinion. In arriving at its conclusion, it did not attribute any particular weight to any specific approach or analysis, but rather developed qualitative judgments on the basis of its experience in rendering such opinions and on the BMO Fairness Opinion Information presented as a whole.

In considering the fairness from a financial point of view of the Consideration to be received by Unitholders pursuant to the Arrangement, BMO Capital Markets considered whether the value of the Consideration fell within a range of fair values for the Units. To determine a range of fair values for the Units, it considered the following methodologies: (i) comparable company trading analysis; (ii) precedent transactions analysis; and (iii) discounted cash flow ("**DCF**") analysis.

Comparable Company Trading Analysis

BMO Capital Markets reviewed publicly available information for selected publicly listed entities it considered relevant and applied a range of price to adjusted funds from operations ("**AFFO**") multiples and price to street consensus net asset value per unit ("**NAVPU**") premiums considered appropriate in the circumstances to the Trust's projection of 2018 AFFO per Unit, which is in line with the street consensus estimate for 2018 AFFO per Unit, and street consensus estimate of the Trust's NAVPU, respectively, to obtain a range of fair values for the Units.

Precedent Transactions Analysis

BMO Capital Markets reviewed publicly available information for selected transactions involving publicly listed entities it considered relevant and applied a range of price to street consensus NAVPU premiums considered appropriate in the circumstances to the street consensus estimate of the Trust's NAVPU to obtain a range of fair values for the Units.

Discounted Cash Flow Analysis

The DCF methodology is a calculation of the present value of the Trust's projected future cash flows to determine a range of values for the Units. The DCF methodology involved estimating annual net cash flows for each year of the projection period, and discounting them at discount rates BMO Capital Markets determined reasonable in the circumstances. A terminal value was also calculated by applying an exit capitalization rate to the Trust's terminal year net operating income with the resulting terminal value being discounted at the same discount

rates used for the annual net cash flows. As part of the DCF methodology, BMO Capital Markets performed sensitivity analyses on the key factors considered to be primary drivers of the DCF methodology.

In arriving at its opinion as to whether the Consideration to be received by the Unitholders pursuant to the Arrangement is fair from a financial point of view to the Unitholders, BMO Capital Markets compared the fair value ranges for the Units generated by the foregoing analyses to the Consideration to be received by Unitholders under the Arrangement.

Conclusion

Based upon and subject to the foregoing, BMO Capital Markets is of the opinion that, as of January 8, 2018, the Consideration to be received by the Unitholders pursuant to the Arrangement is fair from a financial point of view to the Unitholders.

Greenhill Fairness Opinion

Engagement of Greenhill

Greenhill was formally engaged by the Board pursuant to an engagement letter agreement dated December 11, 2017 (the "**Greenhill Engagement Agreement**"). Under the terms of the Greenhill Engagement Agreement, Greenhill has agreed to provide the Board and the Special Committee with the Greenhill Fairness Opinion in connection with the Arrangement.

The Greenhill Engagement Agreement provides for a payment to Greenhill of a fixed fee upon the delivery of the Greenhill Fairness Opinion. None of the fees payable to Greenhill under the Greenhill Engagement Agreement are contingent upon the conclusions reached by Greenhill in the Greenhill Fairness Opinion, or the completion of the Arrangement. The Trust has agreed to reimburse Greenhill for its reasonable out-of-pocket expenses and to indemnify Greenhill in respect of certain liabilities that might arise out of Greenhill's engagement.

Credentials of Greenhill

Greenhill and its affiliated entities are a leading independent investment bank focused on providing financial advice on significant mergers, acquisitions, restructurings, financings and capital raising to corporations, partnerships, institutions and governments globally. Greenhill acts for clients located throughout the world from its offices in New York, Chicago, Dallas, Frankfurt, Hong Kong, Houston, London, Madrid, Melbourne, San Francisco, São Paulo, Stockholm, Sydney, Tokyo and Toronto.

The Greenhill Fairness Opinion represents the opinion of Greenhill and the form and content of the Greenhill Fairness Opinion have been reviewed and approved for release by a committee of senior investment banking professionals of Greenhill, each of whom is experienced in merger, acquisition, divestiture, valuation and fairness opinion matters. The Greenhill Fairness Opinion has been prepared in accordance with the Disclosure Standards for Fairness Opinions of IIROC, but IIROC has not been involved in the preparation or review of the Greenhill Fairness Opinion.

Independence of Greenhill

Neither Greenhill nor any of its affiliates is an insider, associate or affiliate (as those terms are defined in the OSA) of the Trust, the Purchaser or any of their respective subsidiaries, associates or affiliates.

During the past two years, Greenhill has not been engaged by, performed any services for or received any compensation from Blackstone, the Trust or its associated or affiliated entities (other than with respect to any services provided or amounts that were paid or are payable to Greenhill under the Greenhill Engagement Agreement). There are no understandings or agreements between Greenhill, Blackstone or the Trust and its associated or affiliated entities with respect to future financial advisory or investment banking business. Greenhill

and its affiliated entities may in the future, in the ordinary course of business, perform financial advisory services for such entities.

Scope of Review

In connection with rendering the Greenhill Fairness Opinion, Greenhill has, among other things:

- reviewed a draft of the Arrangement Agreement dated January 7, 2018 and the schedules attached thereto (together with the Trust Disclosure Letter);
- reviewed annual reports, comparative audited annual financial statements, management's discussion and analysis, annual supplemental information, annual information forms and management information circulars of the Trust for the fiscal years ended December 31, 2016, 2015 and 2014 as well as interim financial statements and management's discussion and analysis for the three months ended March 31, 2017, the three and six months ended June 30, 2017 and the three and nine months ended September 30, 2017;
- reviewed earnings call transcripts for the 2016 full year results and quarterly earnings call transcripts for the three months ended March 31, 2017, the three and six months ended June 30, 2017 and the three and nine months ended September 30, 2017 (the "**Trust Q3 Financial Statements**");
- reviewed press releases, material change reports and other regulatory filings made by the Trust during the past three years;
- reviewed certain public investor presentations and marketing materials prepared by the Trust;
- reviewed various written proposals to the Trust submitted by an affiliate of Blackstone;
- reviewed certain due diligence files prepared by the Trust, including such items as board planning documents, property information, fair value calculations and sensitivities, key ground lease information, summaries of mortgages and summaries of lease documents;
- reviewed equity details, including Units and Unit equivalents;
- reviewed certain other publicly available business and financial information relating to the Trust;
- reviewed certain information, including financial forecasts and other financial and operating data, concerning the Trust supplied to or discussed with Greenhill by the management of the Trust, including financial forecasts relating to the Trust prepared by the management of the Trust and approved for Greenhill's use by the Trust (the "**Forecasts**");
- discussed the past and present operations, financial condition and the prospects and strategy of the Trust with senior executives of the Trust;
- had discussions with BMO Capital Markets concerning the Arrangement and related matters;
- had discussions with Goodmans concerning the Arrangement and related matters;
- reviewed the historical market prices and trading activity for the Units and analyzed its implied valuation multiples;
- compared the Consideration with values for the Units derived based on the financial terms, to the extent publicly available, of certain transactions that Greenhill deemed relevant (in the exercise of its

professional judgement);

- compared the Consideration with values for the Units derived based on certain financial information and trading valuations of certain publicly traded companies that Greenhill deemed relevant (in the exercise of its professional judgement);

- compared the Consideration to present values for the Units derived by discounting future cash flows and a terminal value for the Trust at discount rates Greenhill deemed appropriate (in the exercise of its professional judgement);

- reviewed various research publications prepared by equity research analysts regarding the Trust, the industrial real estate sector, and other public companies, as Greenhill deemed relevant (in the exercise of its professional judgement);

- reviewed a certificate addressed to Greenhill, dated as of the date of the Greenhill Fairness Opinion, from two senior officers of the Trust as to the completeness and accuracy of the information provided to Greenhill by the Trust; and

- reviewed such other information, performed such other analyses and considered such other factors Greenhill deemed relevant or appropriate (in the exercise of its professional judgement).

Greenhill has not, to the best of its knowledge, been denied access by the Trust to any information requested by Greenhill.

Assumptions and Limitations

The Greenhill Fairness Opinion is subject to the assumptions, qualifications and limitations set out therein, which assumptions, qualifications and limitations are summarized below.

Greenhill was not been asked to prepare, and has not prepared, a formal valuation or appraisal of any of the assets or securities of the Trust or any of its affiliates and the Greenhill Fairness Opinion should not be construed as such. Greenhill has relied upon the advice of counsel to the Trust that the Arrangement is not subject to the formal valuation requirements of MI 61-101.

With the Board's acknowledgement and agreement as provided for in the Greenhill Engagement Agreement, Greenhill assumed and relied upon, without independent verification, the accuracy and completeness of the information and data publicly available, supplied or otherwise made available to, or reviewed by or discussed with, Greenhill by or on behalf of the Trust or any other participant in the Arrangement or otherwise reviewed by Greenhill, including the certificate identified below (collectively, the "**Information**"). With respect to the Forecasts (as defined above), Greenhill assumed that they were reasonably prepared on a basis reflecting the best currently available estimates and good faith judgments of the management of the Trust, and Greenhill relied upon the Forecasts in arriving at the Greenhill Fairness Opinion. Subject to the exercise of professional judgment and except as expressly described in the Greenhill Fairness Opinion, Greenhill did not attempt to verify independently the accuracy or completeness of any of the Information and did not make any independent evaluation or appraisal of the assets or liabilities (contingent or otherwise) of the Trust, nor was Greenhill furnished with any such evaluation or appraisal. Greenhill assumed the accuracy and fair presentation of, and relied upon the Trust's audited financial statements and the reports of the auditors thereon and the Trust's interim unaudited financial statements. The Greenhill Fairness Opinion is necessarily based on financial, economic, market and other conditions as in effect on, and the information made available to Greenhill as of, the date of the Greenhill Fairness Opinion. Subsequent developments may affect the Greenhill Fairness Opinion, and Greenhill does not have any obligation to update, revise or reaffirm the Greenhill Fairness Opinion.

Senior officers of the Trust, in their capacities as officers of the Trust on behalf of the Trust and not in their individual capacities, represented to Greenhill in a certificate dated January 8, 2018 that:

- the Trust has no material information or knowledge of any facts or circumstances, public or otherwise, not specifically provided to Greenhill relating to the Trust or its affiliates (as such term is defined in the OSA), or its or their assets, liabilities, affairs, business, operations, prospects or condition (financial or otherwise) which would reasonably be expected to affect the Greenhill Fairness Opinion in any respect;

- subject to the paragraph below regarding forecasts, projections, budgets and estimates, the Information was, at the date provided to Greenhill and as of the date of the Greenhill Fairness Opinion, or in the case of historical Information, was at the date of preparation, complete, true and accurate in all material respects (except to the extent superseded by more current Information provided to Greenhill prior to the date the Greenhill Fairness Opinion), and did not contain any untrue statement of a material fact in respect of the Trust, its affiliates or the Arrangement and did not omit to state a material fact in respect of the Trust, its affiliates or the Arrangement necessary to make the Information or any statement therein not misleading in light of the circumstances under which the Information was provided or any such statement was made;

- such senior officers have no knowledge of any facts or circumstances, public or otherwise, not contained in or referred to in the Information which would reasonably be expected to affect the Greenhill Fairness Opinion, including the assumptions used, the procedures adopted, the scope of the review undertaken or the conclusions reached;

- since the dates on which the Information was provided to Greenhill, except to the extent superseded by more current Information provided to Greenhill prior to the date of the Greenhill Fairness Opinion and except for the Arrangement, no material transaction has been entered into by the Trust or any of its affiliates;

- since the dates on which the Information was provided to Greenhill, except to the extent superseded by more current Information provided to Greenhill prior to the date of the Greenhill Fairness Opinion, and except as disclosed in writing to Greenhill, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Trust and its affiliates and no material change had occurred in the Information or any part thereof which would have or which would reasonably be expected to have a material effect on the Greenhill Fairness Opinion and there was no plan or proposal by the Trust for any material change in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Trust or any of its affiliates which had not been disclosed to Greenhill;

- the Trust had not filed any confidential material change reports pursuant to the OSA, or analogous legislation in any jurisdiction in which it is a reporting issuer or the equivalent, that remain confidential;

- all financial material, documentation and other data concerning the Arrangement, the Trust and its affiliates, excluding any forecasts, projections and/or estimates, provided to Greenhill by the Trust were prepared on a basis consistent in all material respects with the accounting policies applied in the most recent audited consolidated financial statements of the Trust, and did not contain any untrue statement of a material fact or omit to state any material fact necessary to make such financial material, documentation or data not misleading in light of the circumstances in which such financial material, documentation and data were provided to Greenhill;

- with respect to any portion of the Information that constitute budgets, forecasts, projections, and/or estimates, such budgets, forecasts, projections and/or estimates: (i) were prepared using the assumptions identified therein, which in the reasonable belief of management of the Trust were (at the time of preparation and as of the date of the Greenhill Fairness Opinion) reasonable in the circumstances having

regard to the Trust's industry, business, financial condition, plans and prospects; (ii) were prepared on a basis reflecting the best currently available estimates and judgements of management of the Trust as to matters covered thereby at the time thereof; (iii) reasonably presented the views of management of the Trust of the financial prospects and forecasted performance of the Trust and its affiliates and are consistent, in all material respects, with the historical operating experience of the Trust and its affiliates; and (iv) did not, in the reasonable belief of management of the Trust, contain any untrue statement of a material fact or omit to state a material fact necessary to make such budget, forecast, projection and/or estimate (as of the date of the preparation thereof) and were not, in the reasonable belief of management of the Trust, misleading in any material respect in light of the assumptions used or in light of any developments between the time of their preparation and the date of the Greenhill Fairness Opinion;

- the contents of the Trust's public disclosure documents were and are, and any and all documents to be prepared in connection with the Arrangement by the Trust for public filing or delivery or communication to security holders of the Trust will be, true and correct in all material respects and did not, do not and will not contain any misrepresentation (as such term is defined in the OSA), and all such documents have complied, comply and will comply with all requirements under applicable Laws and, to the extent any information in such documents is historical, there had been no changes in material facts or new material facts since the respective dates thereof which had not been disclosed to Greenhill or updated by more current disclosure documents that had been disclosed;

- the contents of any and all documents prepared or to be prepared in connection with the Arrangement by the Trust for filing with regulatory authorities or delivery or communication to security holders of the Trust have been, are and will be true and correct in all material respects and have been, are and will not contain any misrepresentation;

- copies or summaries of all normal course property appraisals prepared as of a date within two years preceding the date of the certificate and which were completed in connection with the preparation of the Trust's financial statements had been provided to Greenhill prior to the date of the Greenhill Fairness Opinion. To the best of such officers' knowledge, information and belief after reasonable inquiry, there were no other independent appraisals or valuations or material non-independent appraisals or valuations including without limitation any "prior valuations" (as defined in MI 61-101) relating to the Trust or any of its affiliates or any of their respective securities, material assets or liabilities, which had been prepared as of a date within two years preceding the date of the certificate and which had not been provided to Greenhill;

- there had been no written or verbal offers for or proposed transactions involving all or a material part of the properties and assets owned by, or the securities of, the Trust or of any of its affiliates and no negotiations had occurred relating to any such offers or transactions within the three years preceding the date of the certificate which had not been disclosed to Greenhill;

- other than as disclosed in the Information, neither the Trust nor any of its affiliates had any material contingent liabilities, and there were no actions, suits, claims, proceedings, investigations, or inquiries pending or, to the best of such officers' knowledge, threatened against or affecting the Arrangement, the Trust or any of its affiliates, at law or in equity, or before or by any federal, national, provincial, state, municipal or other governmental department, commission, bureau, board, agency or instrumentality which may in any way materially adversely affect the Arrangement or the Trust and its affiliates; and

- there were no agreements, undertakings, commitments or understandings (whether written or oral, formal or informal) materially relating to the Arrangement, except as had been disclosed in complete detail to Greenhill.

In preparing the Greenhill Fairness Opinion, Greenhill made several additional assumptions, including that the final executed version of the Arrangement Agreement, which Greenhill has further assumed will be identical to

the draft dated January 7, 2018 reviewed by Greenhill except as would not be in any way material to Greenhill's analyses, and the Arrangement will be consummated in accordance with the terms set forth in the Arrangement Agreement and in accordance with all applicable Laws without any waiver, amendment or delay of any terms or conditions that is in any way material to Greenhill's analyses. In addition, Greenhill also assumed that the conditions precedent to the completion of the Arrangement can be satisfied in due course, all consents, permissions, exemptions or orders of relevant third parties or regulatory authorities will be obtained, without condition or qualification that is in any way material to Greenhill's analyses, and the procedures being followed to implement the Arrangement are valid and effective. In its analysis in connection with the preparation of the Greenhill Fairness Opinion, Greenhill made numerous assumptions, in the exercise of its professional judgment, with respect to industry performance, general business and economic conditions, and other matters, many of which are beyond the control of Greenhill or the Trust.

The Greenhill Fairness Opinion is conditional upon all of Greenhill's assumptions being correct (except as would not be in any way material to Greenhill's analyses) and there being no "misrepresentation" (as defined in the OSA) in any Information.

Greenhill is not a legal, regulatory, tax or accounting expert, and Greenhill expressed no opinion concerning any legal, tax or accounting matters concerning the Arrangement or the sufficiency of the Greenhill Fairness Opinion for the purposes of the Board. Greenhill relied upon, without independent verification, the assessment of the Board and its legal, tax or regulatory advisors with respect to legal, tax or regulatory matters.

The Greenhill Fairness Opinion was provided for the exclusive use of the Board and the Special Committee in considering the Arrangement. The Greenhill Fairness Opinion is not intended to be, and does not constitute, a recommendation to the members of the Board or the Special Committee as to whether they should approve the Arrangement or to any Unitholder as to whether or how such Unitholder should vote in respect of the Arrangement Resolution or whether to take any other action with respect to the Arrangement or the Units. The Greenhill Fairness Opinion does not address the relative merits of the Arrangement as compared to other transactions or business strategies that might be available to the Trust. Greenhill expressed no opinion with respect to the future trading prices of securities of the Trust.

The Greenhill Fairness Opinion was rendered as of January 8, 2018 on the basis of securities markets, economic and general business and financial conditions prevailing on that date and the condition and prospects, financial and otherwise, of the Trust and the Trust Subsidiaries and affiliates as they were reflected in the Information provided to Greenhill. Any changes therein may affect the Greenhill Fairness Opinion and, although Greenhill reserves the right to change or withdraw the Greenhill Fairness Opinion in such event, it disclaimed any undertaking or obligation to advise any person of any such change that may come to its attention, or update the Greenhill Fairness Opinion after such date. In preparing the Greenhill Fairness Opinion, Greenhill was not authorized to solicit, and did not solicit, interest from any other party with respect to the acquisition of Units or other securities of the Trust, or any business combination or other extraordinary transaction involving the Trust, nor did Greenhill negotiate with any party in connection with any such transaction involving the Trust.

The preparation of a fairness opinion is a complex process and is not necessarily amenable to partial analysis or summary description. Greenhill believes that its analyses must be considered as a whole and that selecting portions of the analyses or the factors considered by it, without considering all factors and analyses together, could create an incomplete view of the process underlying the Greenhill Fairness Opinion. Accordingly, the Greenhill Fairness Opinion should be read in its entirety.

Fairness Methodologies

In support of the Greenhill Fairness Opinion, Greenhill performed certain financial analyses with respect to the Trust based on those methodologies and assumptions that Greenhill considered appropriate in the circumstances for the purposes of providing the Greenhill Fairness Opinion.

In determining the fairness of the Consideration, Greenhill relied primarily on the net asset value ("**NAV**"), the corporate DCF and distribution discount model ("**DDM**") approaches. As secondary methodologies, Greenhill considered comparable trading and precedent transactions analyses. Finally, Greenhill reviewed and considered various reference points such as the 52-week trading range and volume weighted average prices of the Units, equity research analysts' price targets of the Units, equity research analysts' NAV per Unit estimates and premiums paid in comparable transactions.

Net Asset Value Analysis

The NAV methodology ascribes a separate value for each category of asset and liability, utilizing the methodology appropriate in each case based on the unique characteristics of each asset. The sum of total assets less total liabilities yields the NAV. As Greenhill does not consider a NAV analysis a liquidation analysis, it did not include frictional costs that may be incurred in the liquidation of the assets such as transaction costs or tax leakage in the subsequent analysis. In preparing the Trust's NAV analysis, Greenhill relied on financial projections as prepared by the Trust's management.

The key components of the Trust's NAV are as follows:

- Operating real estate;
- Development projects, land and assets held for sale;
- Cash and other assets;
- Debt and other liabilities; and
- Non-controlling interests.

Operating real estate

The Trust's operating real estate includes income generating properties and related assets located in Canada and the United States. For each asset, Greenhill employed a direct capitalization approach which is based on the conversion of each property's net operating income ("**NOI**") directly into an expression of market value. In this approach, forecasted asset NOI over the next twelve months is capitalized by an appropriate yield, which reflects the investment characteristics of the asset.

For each asset, Greenhill relied upon the property-level NOI projections prepared by the Trust's management and selected a range of capitalization rates based on Greenhill's review of capitalization rates used by the Trust's management in its quarterly IFRS valuations. As a result, the weighted average capitalization rate for the overall portfolio ranged from 4.94% to 5.95%. Greenhill then made adjustments to each asset's resulting gross asset value to reflect the Trust's proportionate ownership in each asset, net of non-controlling interests.

Development projects, land and assets held for sale

Greenhill included the Trust's proportionate share of development properties, land and assets held for sale, as stated in the Trust Q3 Financial Statements, adjusted for recently closed acquisitions and divestitures.

Cash and Other Assets

Greenhill included the Trust's proportionate share of cash and cash equivalents, net of non-controlling interests based on the Trust Q3 Financial Statements and adjusted for recently closed acquisitions and divestitures. Greenhill also included the Trust's proportionate share of accounts receivables and other assets based on the Trust Q3 Financial Statements and adjusted for recently closed acquisitions and divestitures.

Debt and Other Liabilities

Greenhill included the Trust's proportionate share of total debt outstanding as reflected in the Trust Q3 Financial Statements and adjusted for recently closed acquisitions and divestitures. Greenhill also included the Trust's proportionate share of deferred tax liabilities, rental deposits and other liabilities, as stated in the Trust Q3 Financial Statements and adjusted for recently closed acquisitions and divestitures.

Non-Controlling Interests

Greenhill included the Trust's non-controlling interests, as stated in the Trust Q3 Financial Statements and adjusted for recently closed acquisitions and divestitures.

Net Asset Value Calculation

Based on the foregoing, Greenhill subtracted the sum of the Trust's total liabilities from the sum of its total assets to determine a range of prices per Unit under the NAV methodology.

Corporate Discounted Cash Flow Analysis

Greenhill performed a corporate DCF analysis using cash flow forecasts provided by the Trust's management. In this approach, unlevered free cash flow projections are discounted at a specific rate to determine the present value. The present value of a terminal value, representing the value of unlevered free cash flows beyond the end of the forecast period is added to arrive at a total aggregate value. Outstanding debt, reflecting the impact of pending acquisitions and dispositions, is subtracted, and outstanding cash, also reflecting the impact of pending acquisitions and dispositions, is added to arrive at an equity value. The equity value is then divided by the fully diluted Unit count in order to arrive at an implied price per Unit.

Greenhill reviewed the DCF value based on two scenarios: (i) the status quo, and (ii) reflecting the impact of incremental annual property acquisitions. Financial forecasts for both scenarios were prepared by the management of the Trust and approved for Greenhill's use by the Trust.

The Trust's principal assets consist of its operating real estate properties. Greenhill utilized an unlevered discounted cash flow analysis whereby Greenhill, using projections provided by management of the Trust, calculated the earnings before interest, taxes and depreciation and amortization and then proceeded to deduct cash taxes, straight line rent expense, capital expenditures and other costs. Greenhill's calculations were based on projections of cash flows and other amounts prepared by management of the Trust.

Greenhill calculated a range of terminal values by applying a range of capitalization rates to the terminal year's estimated net operating income as provided by the Trust's management. A capitalization rate range of 5.40% to 5.90% was selected based on Greenhill's professional judgement, which included an analysis of the capitalization rates of other comparable companies. Greenhill then discounted the resulting terminal value, along with the unlevered free cash flow over the five year forecast period, to the present value using a weighted average cost of capital rate of 6.45% to 6.95%.

Distribution Discount Model

Greenhill performed a DDM analysis using five-year distribution per Unit projections as provided by the Trust's management. In this approach, distribution projections are discounted at a specific rate to determine the present value of the distribution stream. The present value of a terminal value, representing the value of distributions beyond the end of the forecast period, is added to arrive at a total equity value.

Greenhill reviewed the DDM value based on two scenarios: (i) the status quo, and (ii) reflecting the impact of incremental annual property acquisitions. Financial forecasts for both scenarios were prepared by the management of the Trust and approved for Greenhill's use by the Trust.

Greenhill calculated a range of terminal values using the perpetuity growth method. Under this method, Greenhill applied a range of terminal distribution growth rates to the projected distribution per Unit figure in year five. A terminal growth rate of 2.75% to 3.25% was selected based on Greenhill's professional judgement, which included a review of historical distribution growth rates and projections prepared by the Trust's management. Greenhill then discounted the resulting terminal value, along with the distributions over the five-year forecast period, to present value using equity discount rates ranging from 7.85% to 8.35%. These equity discount rates were the result of a capital asset pricing model approach, which generates a cost of equity by adding a risk-free rate of return to a premium that represents the financial and non-diversifiable business risk of a stock.

Comparable Companies Analysis

Using publicly available information, including consensus equity research analyst estimates, Greenhill reviewed and analyzed certain public market trading statistics of select North American industrial-focused real estate investment trusts that Greenhill considered relevant (the "**Comparable Companies Approach**"). In preparing its Comparable Companies Approach, Greenhill based its comparison on the following companies in Canada and the United States:

Canada

- Canadian Real Estate Investment Trust
- Artis Real Estate Investment Trust
- Granite Real Estate Investment Trust
- Dream Industrial Real Estate Investment Trust
- WPT Industrial Real Estate Investment Trust
- Summit Industrial Income REIT

United States

- Prologis, Inc.
- Duke Realty Corporation
- Liberty Property Trust
- Gramercy Property Trust
- DCT Industrial Trust Inc.
- First Industrial Realty Trust, Inc.
- EastGroup Properties, Inc.
- STAG Industrial, Inc,
- Rexford Industrial Realty, Inc.
- Terreno Realty Corporation

While Greenhill did not consider any of the companies reviewed to be directly comparable to the Trust, Greenhill believed that they shared certain business, financial, and/or operational characteristics to those of the Trust and used its professional judgment in selecting the most appropriate trading multiples. Greenhill considered price to net asset value multiples, price to estimated funds from operations multiples for 2018, price to estimated adjusted funds from operations for 2018 and implied capitalization rates for select industrial-focused REITs to be the most appropriate trading metrics for the Trust.

Precedent Transaction Analysis

Greenhill reviewed available information in connection with 13 change of control transactions (the "**Precedent Transactions Approach**") announced since 2006 involving the acquisitions or merger of public industrial-focused real estate investment trusts based in Canada or the United States with a value of greater than $200,000,000.

Greenhill reviewed the implied capitalization rate paid in each transaction based on net operating income at the time of the transaction announcement. The overall observed median capitalization rate paid in such selected transactions was 6.40%.

Based on the reviewed transactions, Greenhill applied a range of implied capitalization rates to the corresponding information of the Trust. Greenhill considered the appropriate range of capitalization rates for the Trust to be 5.90% to 6.90% based on the exercise of its professional judgment.

Based on Greenhill's professional judgment, no company or transaction utilized in the Precedent Transaction Approach may be considered directly comparable to the Trust or the Arrangement.

Reference Points

Greenhill also reviewed and took into consideration other reference points in support of the Greenhill Fairness Opinion.

Historical Trading Analysis

Greenhill reviewed historical trading prices and volumes for the Units on the TSX for the last 30 days and twelve months ended January 5, 2018, the last trading day immediately prior to the Special Committee and Board meeting to approve the Arrangement. Greenhill examined the volume weighted average price over this time period.

Research Analysts Price Targets and NAV Estimates

Greenhill reviewed public market trading price targets and equity research analysts' estimates of NAV for the Units. Equity research analyst price targets reflect each analyst's estimate of the future public market trading price of the Units at the time the price target is published. The NAV per Unit estimate represents an equity research analyst's estimate of the intrinsic value of the Trust's net assets on a per Unit basis.

Greenhill specifically reviewed the 11 available research analyst price targets and NAV per Unit estimates immediately prior to the public announcement by the Trust of the Arrangement.

Premiums Paid Analysis

As a reference point, Greenhill reviewed the purchase premiums paid in select change of control transactions involving real estate investment trusts in Canada and the United States since 2010 with a transaction value greater than $200,000,000. Based on publicly available information, Greenhill identified and reviewed 40 transactions under such criteria.

Greenhill reviewed the premiums paid to the target companies' unaffected stock prices (defined as the stock price one day prior to the earliest date of the deal announcement, announcement of a competing bid or market rumours in certain transactions, as appropriate) for the selected transactions.

Based on the reviewed transactions, Greenhill applied a range of unaffected premiums paid to the corresponding unaffected price of the Units. Greenhill considered the appropriate range of unaffected premiums paid to be 14.2% to 20.0% based on the exercise of its professional judgement.

Based on Greenhill's professional judgment, no company or transaction utilized in the premiums paid analysis may be considered directly comparable to the Trust or the Arrangement.

Fairness Considerations

Greenhill believes that the assessment of fairness of the Consideration, from a financial point of view, must be determined in the context of the particular transaction. Greenhill based its conclusion in the Greenhill Fairness Opinion on a number of quantitative and qualitative factors including, but not limited to:

- The Consideration payable for each Unit pursuant to the Arrangement compares favourably with the financial range derived from Greenhill's analyses using the NAV approach;
- The Consideration payable for each Unit pursuant to the Arrangement compares favourably with the financial range derived from Greenhill's analyses using the DCF approach;
- The Consideration payable for each Unit pursuant to the Arrangement compares favourably with the financial range derived from Greenhill's analyses using the DDM approach;
- The Consideration payable for each Unit pursuant to the Arrangement compares favourably with the financial range derived from Greenhill's analyses using the Comparable Companies Approach;
- The Consideration payable for each Unit pursuant to the Arrangement compares favourably with the financial range derived from Greenhill's analyses using the Precedent Transactions Approach;
- The Consideration payable for each Unit pursuant to the Arrangement compares favourably with the financial range derived from Greenhill's selected reference points (described above); and
- Other factors or analyses, which Greenhill judged, based on the exercise of its professional judgement and its experience in rendering such opinions, to be relevant.

Greenhill did not, in considering the fairness of the Consideration to be received pursuant to the Arrangement, from a financial point of view, assess any income tax consequences that any particular Unitholder may face in connection with the Arrangement.

Opinion

Based upon and subject to the foregoing, and other such matters as Greenhill considered relevant, Greenhill concluded that, as of January 8, 2018, the Consideration to be received by Unitholders pursuant to the Arrangement is fair, from a financial point of view, to such Unitholders.

Arrangement Steps

The following is a description of the specific steps to be implemented as part of the Arrangement. The following description is qualified in its entirety by reference to the full text of the Plan of Arrangement which is attached as Schedule "C" to this Circular. Commencing at the Effective Time, each of the following events shall

occur and shall be deemed to occur consecutively in the following order, except where noted, without any further authorization, act or formality, with each such step occurring one minute after the completion of the immediately preceding step:

(a) The Declaration of Trust and the articles, partnership agreements or other constating document of each Trust Subsidiary shall be amended, and deemed to be amended, to the extent necessary to facilitate the Arrangement and the implementation of the steps and transactions described herein;

(b) All URP Rights issued pursuant to the Rights Plan shall be cancelled without any payment in respect thereof, the Rights Plan shall terminate with the result that it will no longer have any force or effect, and thereafter no person will have any further liability or obligation to the former holders of URP Rights under such Rights Plan and the former holders of URP Rights will permanently cease to have any rights whatsoever under such Rights Plan;

(c) Each Unit Option outstanding immediately prior to the Effective Time (whether vested or unvested) shall be deemed to be unconditionally and fully vested and exercisable in accordance with its terms, and each such Unit Option shall, without any further action by or on behalf of a holder of Unit Options, be deemed to be surrendered and transferred by such holder to the Trust in exchange for a cash payment from the Trust equal to the amount (if any) by which the Consideration in respect of each Unit underlying each Unit Option exceeds the exercise price of such Unit Option, in each case (the "**Unit Option Payment**"), less applicable withholdings, and each Unit Option shall immediately be cancelled and, for greater certainty, where such amount is zero or negative, no Unit Option Payment will be payable to the holder of such Unit Option;

(d) If any Unpaid Permitted Distribution exists as of the Effective Time:

(i) the additional Deferred Units that would, under the terms of the Deferred Unit Plan (as if the Effective Date were the payment date for such Unpaid Permitted Distribution), be credited to a Deferred Unit holder's account on the payment date of such Unpaid Permitted Distribution, shall be deemed to be credited to such holder's account;

(ii) the additional Restricted Units that would, under the terms of the Restricted Unit Plan (as if the Effective Date were the payment date for such Unpaid Permitted Distribution), be credited to a Restricted Unit holder's account on the payment date of such Unpaid Permitted Distribution, shall be deemed to be credited to such holder's account; and

(iii) the additional Performance Units that would, under the terms of the Restricted Unit Plan (as if the Effective Date were the payment date for such Unpaid Permitted Distribution), be credited to a Performance Unit holder's account on the scheduled payment date of such Unpaid Permitted Distribution, shall be deemed to be credited to such holder's account.

(e) Each Deferred Unit outstanding immediately following the preceding step (including Deferred Units deemed to be issued pursuant to paragraph (d)(i) above) shall, without any further action by or on behalf of a holder of Deferred Units, be cancelled in exchange for a cash payment from the Trust of an amount equal to the Consideration (the "**Deferred Unit Payment**"), less applicable withholdings, all in full satisfaction of the obligations of the Trust in respect of the Deferred Units;

(f) Each Restricted Unit outstanding immediately following the preceding step (including Restricted Units deemed to be issued pursuant to paragraph (d)(ii) above), whether vested or unvested, shall be deemed to be unconditionally and fully vested, and each such Restricted Unit shall, without any further action by or on behalf of a holder of Restricted Units, be cancelled in

exchange for a cash payment from the Trust of an amount equal to the Consideration (the "**Restricted Unit Payment**"), less applicable withholdings, all in full satisfaction of the obligations of the Trust in respect of the Restricted Units;

(g) All Performance Units outstanding immediately following the preceding step (including Performance Units deemed to be issued pursuant to paragraph (d)(iii) above), whether vested or unvested, shall be deemed to be unconditionally and fully vested based on the applicable Performance Factor (calculated in accordance with the terms of the Restricted Unit Plan as if the Effective Date were the vesting date of such Performance Units), and each such Performance Unit (including additional Performance Units that vest as a result of the application of the applicable Performance Factor) shall, without any further action by or on behalf of a holder of Performance Units, be cancelled in exchange for a cash payment from the Trust of an amount equal to the Consideration (the "**Performance Unit Payment**"), less applicable withholdings, all in full satisfaction of the obligations of the Trust in respect of the Performance Units;

(h) (i) Each holder of a Unit Option, each holder of a Deferred Unit, each holder of a Restricted Unit and each holder of a Performance Unit shall cease to be a holder of such Unit Option, such Deferred Unit, such Restricted Unit or such Performance Unit, as the case may be, (ii) each such holder's name shall be removed from each applicable register, (iii) the Unit Option Plan, the Deferred Unit Plan, the Restricted Unit Plan and any and all agreements, arrangements and understandings relating to any and all of the Unit Options, the Deferred Units, the Restricted Units and the Performance Units shall be terminated and shall be of no further force and effect, and (iv) each such holder shall thereafter have only the right to receive the Unit Option Payment, Deferred Unit Payment, Restricted Unit Payment or Performance Unit Payment to which they are entitled pursuant to paragraphs (c), (e), (f) and (g) above, as applicable, at the time and in the manner specified therein and contemplated hereby;

(i) The Trust shall pay out, as a special distribution on the Units, the amount, if any, that is determined by it prior to the Effective Time to be equal to its *bona fide* best estimate of the amount, if any, of its taxable income for the taxation year of the Trust that ends on the Effective Date (such amount to be reduced to take into account any deductions under subsection 104(6) of the Tax Act in respect of prior distributions during that period);

(j) The notice of articles of CanCo SPV shall be amended, and shall be deemed to be amended, to create the CanCo SPV Preferred Shares and the articles of CanCo SPV shall be amended and shall be deemed to be amended, as necessary in relation thereto;

(k) New CanCo shall subscribe for, and be deemed to have subscribed for, 80,556,000 CanCo SPV Preferred Shares, at a subscription price in the amount of one hundred-thousandth of a dollar ($0.00001) per CanCo SPV Preferred Share, for an aggregate consideration of eight hundred and five dollars and fifty-six cents ($805.56), and CanCo SPV shall issue, and be deemed to have issued, such number of CanCo SPV Preferred Shares to New CanCo;

(l) The existing Trustees of the Trust shall resign and Trustee Corp shall become the sole trustee of the Trust;

(m) Each Dissent Unit shall be transferred and assigned and be deemed to be transferred and assigned by such Dissenting Unitholder, without any further act or formality on its part, to the Purchaser (free and clear of any Liens) in accordance with, and for the consideration contemplated in, Article 4 of the Plan of Arrangement and:

(i) such Dissenting Unitholder shall cease to be, and shall be deemed to cease to be, the registered holder of each such Dissent Unit and the name of such registered holder shall be, and shall be deemed to be, removed from the register of the Unitholders in respect

of each such Dissent Unit, and at such time each such Dissenting Unitholder will have the rights set out in Section 4.1 of the Plan of Arrangement;

(ii) such Dissenting Unitholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such Dissent Unit; and

(iii) the Purchaser shall be and shall be deemed to be the holder of all of the outstanding Dissent Units and the central securities register of the Trust shall be, and shall be deemed to be, revised accordingly;

(n) Each Unit (other than the Secondary Purchased Units and any Dissent Units) shall be transferred and assigned, without any further act or formality on its part, to the Purchaser (free and clear of any Liens) in exchange for the Consideration, and

(i) the Registered Unitholder thereof shall cease to be, and shall be deemed to cease to be, the Registered Unitholder of each such Unit and the name of such registered holder shall be, and shall be deemed to be, removed from the register of Unitholders;

(ii) the Registered Unitholder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such Unit; and

(iii) the Purchaser shall be, and shall be deemed to be, the holder of all of such outstanding Units and the central securities register of the Trust shall be, and shall be deemed to be, revised accordingly;

(o) Each Secondary Purchased Unit shall be transferred and assigned, without any further act or formality on its part, to the Purchaser (free and clear of any Liens) in exchange for the Consideration, and

(i) the Registered Unitholder thereof shall cease to be, and shall be deemed to cease to be, the registered holder of each such Secondary Purchased Unit and the name of such Registered Unitholder shall be, and shall be deemed to be, removed from the register of Unitholders;

(ii) the Registered Unitholder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such Secondary Purchased Unit; and

(iii) the Purchaser shall be and shall be deemed to be the holder of all of the outstanding Secondary Purchased Units and the central securities register of the Trust shall be, and shall be deemed to be, revised accordingly,

it being expressly provided that the events provided for in this section will be deemed to occur on the Effective Date, notwithstanding that certain procedures related thereto may not be completed until after the Effective Date.

Permitted Distributions

In accordance with the Arrangement Agreement and the Plan of Arrangement, any Person who was a Unitholder as of a record date for an Unpaid Permitted Distribution that occurred prior to the Effective Date shall receive, on the applicable payment date, any Unpaid Permitted Distributions to which they are entitled that remain unpaid as of the Effective Time.

Required Unitholder Approval

In order for the Arrangement to be effected, Unitholders will be asked to consider and, if deemed advisable, approve the Arrangement Resolution and any other related matters at the Meeting. The Arrangement Resolution must be approved by not less than 66⅔% of the votes cast by Unitholders who vote in respect of the Arrangement Resolution in person or by proxy at the Meeting.

The full text of the Arrangement Resolution and Plan of Arrangement are attached to this Circular as Schedules "B" and "C", respectively.

Interests of Certain Persons in the Arrangement

Certain Persons may have interests in the Arrangement that may be different from the interests of other security holders, including those described below. Members of the Special Committee and the Board were aware of and considered these interests, among other matters, in evaluating and negotiating the Arrangement Agreement, and in recommending to Unitholders that they vote FOR the Arrangement Resolution.

All benefits received, or to be received, by Trustees and the directors and senior officers of the Trust and its affiliates, as applicable, as a result of the Arrangement are, and will be, solely in connection with their services as Trustees and directors and senior officers of the Trust and its affiliates. No benefit has been, or will be, conferred for the purpose of increasing the value of consideration payable to any such Person for the Units held by such Person and no benefit is, or will be, conditional on any Person supporting the Arrangement.

Ownership of Securities of the Trust and Consideration to be Received

The following table sets out the names and positions of all Trustees, directors and executive officers of the Trust and its affiliates, as applicable, having an interest in the Arrangement and the designation, number and percentage of the outstanding securities of the Trust beneficially owned, directly or indirectly, or over which control or direction is exercised by each such Trustee, director or executive officer of the Trust and, where known after reasonable enquiry, by their respective associates or affiliates and the consideration to be received for such securities pursuant to the Arrangement.

Securities of the Trust Beneficially Owned, Directly or Indirectly or over which Control or Direction is Exercised[1]							
Name and Position with the Trust	**Units**	**Unit Options**	**Restricted Units (including Performance Units)[2]**	**Deferred Units**	**Total Securities**	**%[3]**	**Total Estimated Amount of Consideration to Be Received[4][5]**
James K. Bogusz *Trustee*	41,169	75,000	--	4,777	120,946	0.039%	$658,157
Stephen J. Evans *Trustee*	1,439,030	--	268,110	4,777	1,711,916	0.557%	$13,866,523
Robert W. King *Trustee*	63,139	150,000	--	4,777	217,916	0.071%	$1,122,111
Paul G. Haggis *Trustee*	56,500	-	--	4,777	61,277	0.020%	$496,340

Securities of the Trust Beneficially Owned, Directly or Indirectly or over which Control or Direction is Exercised[1]							
Name and Position with the Trust	**Units**	**Unit Options**	**Restricted Units (including Performance Units)** [2]	**Deferred Units**	**Total Securities**	**%**[3]	**Total Estimated Amount of Consideration to Be Received**[4][5]
T. Richard Turner *Trustee*	66,102	240,000	--	7,761	313,863	0.102%	$1,513,481
Elisabeth S. Wigmore *Trustee*	--	--	--	3,490	3,490	0.001%	$28,266
Kevan S. Gorrie *Trustee and CEO*	263,347	--	643,791	--	907,138	0.295%	$7,347,821
Teresa Neto *CFO*	11,037	--	10,640	--	21,677	0.007%	$175,585
Total	**1,940,324**	**465,000**	**922,541**	**30,357**	**3,358,222**	**1.092%**	**$25,208,286**

(1) The information in the table is current as of February 15, 2018.

(2) Number of Restricted Units (including Performance Units) reflects the applicable Performance Factor anticipated to be applied at the time of Closing.

(3) Percentage ownership of the Trust on a fully-diluted basis (i.e. assuming the exercise or redemption of all outstanding Unit Options, Restricted Units (including Performance Units) and Deferred Units).

(4) Subject to applicable withholdings.

(5) For Unit Options, the total estimated amount of consideration to be received per Unit is $3.8133, representing the difference between the Consideration per Unit of $8.10 less the Unit Option's strike price per Unit of $4.2867.

Vesting and Settlement of Unit Options, Deferred Units, and Restricted Units (including Performance Units)

Unit Options

On March 8, 2013, the Trustees adopted an incentive unit option plan (the "**Unit Option Plan**") for the purposes of providing eligible participants with compensation opportunities that encourage ownership of Units, enhancing the Trust's ability to attract, retain and motivate key personnel, and rewarding Trustees, directors, officers, employees and service providers for significant performance and growth of the Trust and its affiliates. Unit Options may be granted to Trustees, directors, officers, employees and consultants of the Trust and its affiliates in the discretion of the Board.

The Plan of Arrangement provides that each outstanding Unit Option (whether vested or unvested) shall be deemed to be unconditionally and fully vested and exercisable, and each such Unit Option shall be deemed to be surrendered and transferred by such holder to the Trust in exchange for a cash payment from the Trust equal to the amount (if any) by which the Consideration in respect of each Unit underlying each Unit Option exceeds the exercise price of such Unit Option, in each case less applicable withholdings, and each such Unit Option shall immediately be cancelled. See "*The Arrangement – Arrangement Steps*".

Prior to entering into the Arrangement Agreement, there were 465,000 Unit Options outstanding, 279,000 of which were unvested. On January 8, 2018, in connection with the Arrangement, the Board resolved to approve the immediate vesting of all unvested Unit Options. As at the date of this Circular, there were 465,000 Unit Options outstanding.

Deferred Units

The Trustees adopted the Deferred Unit Plan effective as of January 1, 2017. The purpose of the Deferred Unit Plan is to promote a greater alignment between the interests of the non-executive Trustees and the Unitholders. Pursuant to the Deferred Unit Plan, non-executive Trustees may elect to receive up to 25% of their Board compensation in the form of Deferred Units in lieu of cash, provided that the Trust shall match this elected amount for each participant annually in the form of additional Deferred Units. Deferred Units granted to non-executive Trustees shall vest immediately and be redeemable by the participant during the period commencing six months following specified events (including disability, retirement or death) and ending on December 1 of the second calendar year following such event.

The Plan of Arrangement provides that each outstanding Deferred Unit shall be cancelled in exchange for a cash payment from the Trust of an amount equal to the Consideration, less applicable withholdings. See "*The Arrangement – Arrangement Steps*".

As at the date of this Circular, there were 32,721 Deferred Units outstanding.

Restricted Units (including Performance Units)

On February 20, 2008, the Trustees adopted the Restricted Unit Plan, as amended May 28, 2015, for the purposes of supporting the achievement of the Trust's performance objectives, ensuring that the interests of Trustees, key management and key employees are aligned with the success of the Trust, providing incentive bonus compensation to Trustees, key management and key employees, and attracting, retaining and motivating Trustees, key management and key employees critical to the long-term success of the Trust. Restricted Units may be granted to Trustees, directors, officers, employees and consultants of the Trust and its affiliates in the discretion of the Board and the number of Restricted Units granted to a participant may be increased by a Performance Factor established by the Trustees at the time of grant. Unless otherwise determined by the Trustees, Restricted Units (including Performance Units) vest and become available for redemption on the third anniversary of their being granted, or on a change of control event in certain circumstances.

The Plan of Arrangement provides that:

- each outstanding Restricted Unit, whether vested or unvested, shall be deemed to be unconditionally and fully vested, and each such Restricted Unit shall be cancelled in exchange for a cash payment from the Trust of an amount equal to the Consideration, less applicable withholdings; and

- each outstanding Performance Unit, whether vested or unvested, shall be deemed to be unconditionally and fully vested and shall be increased pursuant to the applicable Performance Factor, and each such Performance Unit shall be cancelled in exchange for a cash payment from the Trust of an amount equal to the Consideration, less applicable withholdings.

As at the date of this Circular, there were a total of 470,360 Restricted Units and 660,367 Performance Units outstanding. Of these, there are expected to be 279,434 unvested Restricted Units and 500,793 unvested Performance Units outstanding immediately prior to Closing.

Termination and Change of Control Benefits

Kevan Gorrie is party to an employment agreement with the Trust dated May 12, 2015, as amended, pursuant to which he acts as the President and Chief Executive Officer of the Trust. Such employment agreement

provides that in the event that Mr. Gorrie is terminated without "just cause", or if Mr. Gorrie terminates his employment for "good reason" (as such terms are defined in the employment agreement), and the date of such termination is on or within the twelve month period following a "change of control event" (as defined in his employment agreement) or within the one month period prior to a "change of control event", Mr. Gorrie will receive a severance payment equal to the greater of: (a) $2,500,000; and (b) two times base salary as at termination date plus the greater of (i) the target of the annual bonus for the fiscal year during which the termination date occurs, and (ii) two times the average of annual bonuses paid in the previous two fiscal years. The severance payment is to be paid over two years based on the payroll schedule.

If Mr. Gorrie is terminated without "just cause", or if Mr. Gorrie terminates his employment for "good reason", and the date of such termination is on or within the twelve month period following the completion of the Arrangement or within the one month period prior to the completion of the Arrangement, Mr. Gorrie would be entitled to a severance payment of $2,563,250 as at the Effective Date.

Teresa Neto is party to an employment agreement with the Trust dated September 26, 2016, pursuant to which she acts as the Chief Financial Officer of the Trust. Such employment agreement provides that in the event that Ms. Neto terminates her employment for "good reason" (as such term is defined in the employment agreement) following a change of control, Ms. Neto will receive a severance payment of 12 months base salary (15 months base salary if the termination occurs after September 27, 2026), accrued bonuses to which Ms. Neto would be entitled to up to the date of termination, and any other amounts earned, accrued or owing, but not yet paid, with continued participation in the Trust's benefit plans until the earlier of: (i) the severance period ends; or (ii) the date, or dates, Ms. Neto receives equivalent coverage and benefits under the plans and programs of a subsequent employer.

If Ms. Neto terminates her employment for "good reason" following the completion of the Arrangement, Ms. Neto would be entitled to a severance payment of $396,666.67 as at the Effective Date.

New Employment Agreements

In connection with the Arrangement, the Purchaser or one of its affiliates (including the Trust following Closing) may enter into new employment arrangements with one or more senior officers of the Trust, which could include increased responsibilities and/or enhanced employment benefits. The Purchaser has advised the Trust that, as of the date hereof, no agreements, arrangements or understandings with respect to any such new employment arrangements have been reached with any senior officer of the Trust.

Indemnification and Insurance

The Arrangement Agreement provides that the Purchaser and the Trust will indemnify and hold harmless each Trustee, director, officer and employee of the Trust and the Trust Subsidiaries against any claims arising out of or related to such person's service as a Trustee, director, or officer of the Trust and/or any of its Subsidiaries or the Arrangement. Further, the Arrangement Agreement provides that the Purchaser shall maintain and fully pay the premium for the liability insurance policies in effect as of the date of the Arrangement Agreement for a period of not less than six (6) years following the Closing, provided that in no event shall the Purchaser be required to pay annual premiums for such insurance in excess of 300% of the most recent annual premiums paid by the Trust.

Legal and Regulatory Matters

Canadian Securities Law Matters

The Trust is a reporting issuer (or its equivalent) in all of the provinces and territories of Canada and, accordingly, is subject to applicable securities Laws of such provinces and territories. The securities regulatory authorities in the Provinces of Ontario, Quebec, Alberta, Manitoba and New Brunswick have adopted Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**"). MI 61-101 establishes disclosure, valuation, review and approval processes in connection with certain transactions (business

combinations, related party transactions, insider bids, and issuer bids) where there is a potential for conflicts of interest because the transaction involves one or more interested or related parties who are parties to the transaction and have the potential to receive information, advantages, different consideration or other benefits that are not available to other unitholders.

The Arrangement does not constitute an issuer bid, business combination, insider bid or related party transaction for the purposes of MI 61-101. In assessing whether the Arrangement could be considered to be a "business combination" for the purposes of MI 61-101, the Trust reviewed all benefits or payments which related parties of the Trust are entitled to receive, directly or indirectly, as a consequence of the Arrangement, to determine whether any constitute a "collateral benefit" (as defined in MI 61-101). For these purposes, the only related parties of the Trust that are entitled to receive a benefit, directly or indirectly, as a consequence the Arrangement, are the Trustees and the directors and senior officers of the Trust and its affiliates.

A "collateral benefit", as defined in MI 61-101, includes any benefit that a "related party" of the Trust (which includes the Trustees and the directors and senior officers of the Trust and its affiliates) is entitled to receive, directly or indirectly, as a consequence of the Arrangement, including, without limitation, an increase in salary, a lump sum payment, a payment for surrendering securities, or other enhancement in benefits related to past or future services as an employee, trustee or consultant of the Trust or its affiliates. However, MI 61-101 excludes from the meaning of "collateral benefit" certain benefits to a related party received solely in connection with the related party's services as an employee, trustee, director or consultant of an issuer or an affiliated entity of the issuer or a successor to the business of the issuer where, among other things:

(a) the benefit is not conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the related party for securities relinquished under the transaction,

(b) the conferring of the benefit is not, by its terms, conditional on the related party supporting the transaction in any manner,

(c) full particulars of the benefit are disclosed in the disclosure document for the transaction, and, either

    (i) at the time the transaction is agreed to, the related party and its associated entities beneficially own or exercise control or direction over, less than 1% of the "outstanding securities" (as defined in MI 61-101 for the purposes of this section of the Circular) of the issuer, or

    (ii) if the transaction is a "business combination", (I) the related party discloses to an independent committee of the issuer the amount of consideration that the related party expects it will be beneficially entitled to receive, under the terms of the transaction, in exchange for the equity securities beneficially owned by the related party, (II) the independent committee, acting in good faith, determines that the value of the benefit, net of any offsetting costs to the related party, is less than five percent of the value referred to in subclause (I), and (III) the independent committee's determination is disclosed in the disclosure document for the transaction.

The accelerated vesting of the Unit Options, Deferred Units and Restricted Units (including Performance Units) pursuant to the Plan of Arrangement, the potential severance payment to Mr. Gorrie, any new employment agreement entered into between a senior officer of the Trust or its affiliates and the Purchaser, the Trust or any of their respective affiliates, and the indemnification and provision of insurance for the benefit of the Trustees pursuant to the terms of the Arrangement Agreement, all as described above under "*The Arrangement - Interests of Certain Persons in the Arrangement*", may be considered "collateral benefits" received by the applicable Trustees or senior officers of the Trust or its affiliates for the purposes of MI 61-101, subject to the availability of the exception described above.

Following disclosure by each of the Trustees and senior officers of the Trust of the number of Trust securities held by them, the Board has determined that the aforementioned benefits or payments fall within the exception to the definition of "collateral benefit" for the purposes of MI 61-101 described above, since these benefits are received solely in connection with the related parties' services as employees or Trustees of the Trust or of any affiliated entities of the Trust, are not conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the related parties for their Units, are not conditional on the related parties supporting the Arrangement in any manner, and at the time of the entering into of the Arrangement Agreement, none of the related parties entitled to receive any of the benefits described above exercised control or direction over, or beneficially owned, more than 1% of the outstanding Units, as calculated in accordance with MI 61-101. Accordingly, none of the benefits or potential benefits described under the heading "*The Arrangement - Interests of Certain Persons in the Arrangement*" are considered "collateral benefits" for the purposes of MI 61-101 and, therefore, the Arrangement does not constitute a "business combination" for the purposes of MI 61-101.

Court Approval Process

A Plan of Arrangement under the BCBCA requires Court approval. Prior to mailing this Circular, the Trust and CanCo SPV obtained the Interim Order, which provides for, among other things, the calling and holding of the Meeting, for the granting of the Dissent Rights and certain other procedural matters. The Interim Order is attached as Schedule "F" to this Circular. The Interim Order does not constitute approval of the Plan of Arrangement or the contents of this Circular by the Court. Subject to the terms of the Plan of Arrangement, and if the Arrangement Resolution is approved by Unitholders, the hearing in respect of the Final Order is scheduled to take place on March 29, 2018 at 9:45 a.m. (Vancouver time) at the courthouse at 800 Smithe Street, Vancouver, British Columbia. Any Unitholder who wishes to appear, or to be represented, and to present evidence or arguments at the hearing for the Final Order must file with the Court and serve upon the solicitors for the Trust, a Response to Petition and any additional affidavits or other materials upon which any such Unitholder intends to rely, on or before the date that is two Business Days prior to the date of the hearing for the Final Order or as provided in the Interim Order. Only those Persons who file a Response to Petition in compliance with the Petition to the Court and Notice of Hearing of Petition and the Interim Order will be provided with notice of the materials filed by the Trust in support of the application for the Final Order.

The Court has broad discretion under the BCBCA when making orders with respect to an Arrangement and the Court, in hearing the application for the Final Order, will consider, among other things, the fairness and reasonableness of the Arrangement. The Court may approve the Arrangement in any manner the Court may direct, subject to compliance with any terms and conditions that the Court deems fit. In the event that the hearing is postponed, adjourned or rescheduled then, subject to further order of the Court, only those Persons having previously served a Response to Petition in compliance with the Petition to the Court and Notice of Hearing of Petition and the Interim Order will be given notice of the postponement, adjournment or rescheduled date. A copy of the Petition to the Court and Notice of Hearing of Petition, which includes the relief sought in the Final Order, is attached as Schedule "G" to this Circular.

Competition Act Approval

Part IX of the Competition Act requires that each of the parties to a transaction that exceeds the thresholds set out in sections 109 and 110 of the Competition Act and is not otherwise exempt (a "**Notifiable Transaction**") provide the Commissioner of Competition (the "**Commissioner**") with prescribed information ("**Notifications**") in respect of a Notifiable Transaction. The parties to a Notifiable Transaction cannot complete a Notifiable Transaction until (a) the applicable statutory waiting period under section 123 of the Competition Act has expired or been terminated, (b) an advance ruling certificate (an "**ARC**") has been issued by the Commissioner pursuant to section 102 of the Competition Act, or (c) a waiver of the requirement to submit Notifications under paragraph 113(c) of the Competition Act has been provided by the Commissioner.

As an alternative to filing Notifications, the parties to a Notifiable Transaction may apply to the Commissioner under subsection 102(1) of the Competition Act for an ARC confirming that the Commissioner is satisfied that he does not have sufficient grounds on which to apply to the Competition Tribunal for an order under

section 92 of the Competition Act to prohibit the completion of the transaction or, as an alternative to an ARC, for a waiver under paragraph 113(c) of the Competition Act and a letter from the Commissioner that he does not, at that time, intend to make an application under section 92 of the Competition Act (a "**No-Action Letter**").

The Commissioner may apply to the Competition Tribunal for a remedial order under section 92 of the Competition Act at any time before a transaction has been completed or within one year after it was substantially completed, provided that the Commissioner did not issue an ARC in respect of the transaction. On application by the Commissioner under section 92 of the Competition Act, the Competition Tribunal may, where it finds that the merger prevents or lessens, or is likely to prevent or lessen, competition substantially, order that the merger not proceed or, if completed, order its dissolution or the disposition of the assets or shares acquired; in addition to, or in lieu thereof, with the consent of the person against whom the order is directed and the Commissioner, the Competition Tribunal may order a person to take any other action.

Competition Act Approval is a condition to the completion of the Arrangement Agreement. Competition Act Approval means the Commissioner: (a) shall have issued an ARC; or (b) the applicable waiting period under section 123 of the Competition Act shall have expired or been terminated by the Commissioner, or the obligation to submit Notifications shall have been waived by the Commissioner under paragraph 113(c) of the Competition Act and the Commissioner shall have issued a No-Action Letter to the Purchaser or the Trust or any of their affiliates.

The Arrangement constitutes a Notifiable Transaction under the Competition Act. On February 6, 2018, in accordance with the Arrangement Agreement, the Parties filed with the Commissioner a request for an ARC or, as an alternative, a No-Action Letter and a waiver under paragraph 113(c) of the Competition Act. It is a condition to Closing of the Arrangement that Competition Act Approval be obtained. See "*Arrangement Agreement – Agreement to Take Certain Actions*".

Investment Canada Act Approval

The direct acquisition of control of a Canadian business by a non-Canadian that exceeds the financial threshold prescribed from time to time under Part IV of the Investment Canada Act and is not otherwise exempt (a "**Reviewable Transaction**") cannot be implemented unless the transaction has been reviewed by the responsible Minister (in the case of the Arrangement, the Minister of Innovation, Science and Economic Development) and the Minister is satisfied, or is deemed to be satisfied, that the transaction is likely to be of "net benefit" to Canada. The submission of an application for review by a non-Canadian purchaser triggers an initial review period of up to 45 days. If the Minister has not completed the review by that date, the Minister may unilaterally extend the review period for up to a further 30 days. The Minister and the purchaser may agree to further extensions of the review period.

In determining whether to approve a Reviewable Transaction, the Minister is required to consider, among other things, the application for review and any written undertakings offered by the non-Canadian purchaser to Her Majesty the Queen in Right of Canada. The prescribed factors that the Minister must consider when determining whether to approve a Reviewable Transaction include, among other things, the effect of the investment on economic activity in Canada (including the effect on employment, resource processing, utilization of Canadian products and services and exports), the participation by Canadians in the acquired business, the effect of the investment on productivity, industrial efficiency, technological development, product innovation, product variety and competition in Canada, the compatibility of the investment with national and provincial industrial, economic and cultural policies, and the contribution of the investment to Canada's ability to compete in world markets.

If, following the review, the Minister is not satisfied that the Reviewable Transaction is likely to be of net benefit to Canada, the Minister is required to send a notice to that effect to the non-Canadian purchaser, advising the purchaser of its right to make further representations and submit undertakings within 30 days from the date of such notice or any further period that may be agreed to by the purchaser and the Minister.

Within a reasonable time after the expiry of the period for making representations and submitting undertakings described above, the Minister will send a notice to the non-Canadian purchaser either that the Minister is satisfied that the investment is likely to be of net benefit to Canada or confirming that the Minister is not satisfied that the investment is likely to be of net benefit to Canada. In the latter case, the Reviewable Transaction may not be implemented.

The Purchaser, which is controlled by a non-Canadian, is acquiring control of the Trust, a Canadian business, under the Investment Canada Act. Accordingly, as the relevant financial threshold is exceeded, the Arrangement is a Reviewable Transaction under the Investment Canada Act. On February 6, 2018, the Purchaser filed its application for review. It is a condition to Closing of the Arrangement that Investment Canada Act Approval be obtained.

In addition, under Part IV.1 of the Investment Canada Act, certain investments by non-Canadians, whether or not they are Reviewable Transactions, can be subject to a national security review on grounds that the investment could be injurious to national security. The Minister has 45 days following the certification of an application for review to issue a notice to a non-Canadian purchaser stating that either its proposed investment may be subject to a national security review or that an order for a national security review has been made. Where a notice that the proposed investment may be subject to a national security review has been received, a non-Canadian purchaser cannot complete its investment until it has received a notice from the Minister that no order for a review will be made. If an order for national security review has been made, a non-Canadian purchaser cannot complete its investment until it has received either (a) a notice from the Minister that no further action will be taken; or (b) a notice from the Governor-in-Council that the investment is authorized to be implemented with or without conditions or subject to undertakings. Where a national security review is ordered, the time period for the Minister's net benefit determination is suspended until the national security review has been completed.

Stock Exchange De-Listing and Reporting Issuer Status

The Units are currently listed for trading on the TSX under the symbol "AAR.UN". The Trust expects that the Units will be de-listed from the TSX either immediately before, on or following the Effective Date.

Following the Effective Date, it is expected that the Purchaser will cause the Trust to apply to cease to be a reporting issuer under the securities legislation of each of the provinces and territories in Canada under which it is currently a reporting issuer (or equivalent) or take or cause to be taken such other measures as may be appropriate to ensure that the Trust is not required to prepare and file continuous disclosure documents under applicable Securities Laws.

Effects on the Trust if the Arrangement is not Completed

If the Arrangement Resolution is not approved by Unitholders or if the Arrangement is not completed for any other reason, Unitholders will not receive any payment for any of their Units in connection with the Arrangement and the Trust will remain a reporting issuer and the Units will continue to be listed on the TSX. See "*Risk Factors*".

ARRANGEMENT AGREEMENT

The Arrangement is being implemented in accordance with the terms and subject to the conditions set forth in the Arrangement Agreement. The following is a summary of the material terms of the Arrangement Agreement. This summary does not purport to be complete and may not contain all of the information about the Arrangement Agreement that is important to you. The summary of the material terms of the Arrangement Agreement below and elsewhere in this Circular is qualified in its entirety by reference to the Arrangement Agreement, which has been filed by the Trust on SEDAR at www.sedar.com and is also available on the Trust's website at http://www.piret.ca/investor-info/proposed-privatization. We urge you to read a copy of the Arrangement Agreement carefully and in its entirety, as the rights and obligations of the Parties are governed by

the express terms of the Arrangement Agreement and not by this summary or any other information contained in this Circular.

Effective Date

The Arrangement will become effective commencing at 12:01 a.m. (Vancouver time) or such other time as agreed to by the REIT and the Purchaser in writing on the fifth Business Day following the satisfaction or waiver of the conditions precedent set out in the Arrangement Agreement described under "*Arrangement Agreement—Conditions to the Arrangement*" below (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date) or on such other date and time as may be agreed to by the Parties in writing (such date the "**Effective Date**", and such time the "**Effective Time**").

Notwithstanding the above, (i) the Purchaser may elect to delay the Effective Date by giving written notice to the Trust at least three Business Days immediately preceding the date that would have been the Effective Date as described above (such date contemplated above being the "**Original Effective Date**"), and (ii) if the Purchaser has made the election as described in clause (i), the Purchaser shall, upon at least three Business Days' prior written notice to the Trust, designate the Effective Date to occur on a Business Day occurring on or prior to the earlier of (x) the sixtieth day following the Original Effective Date and (y) the third Business Day prior to July 9, 2018. If, however, on the date chosen by Purchaser, the conditions precedent are not satisfied or waived (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction, or where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date), then the Arrangement shall become effective commencing at the Effective Time on the fifth Business Day following the satisfaction or waiver of the conditions precedent (excluding conditions that cannot be satisfied until the Effective Date) or on such other date as may be agreed to by the Parties in writing.

Representations and Warranties

The Trust has made customary representations and warranties in the Arrangement Agreement that are subject, in some cases, to specified exceptions and qualifications contained in the Arrangement Agreement, in the Trust Disclosure Letter delivered in connection therewith or in the Public Disclosure. These representations and warranties relate to, among other things:

- the organization, valid existence, good standing, qualification to do business and power and authority to own, lease and operate its properties and assets and to carry on the business of each of the Trust and the Trust Subsidiaries;

- the Declaration of Trust;

- the capital structure and Indebtedness of the Trust, and the absence of restrictions or encumbrances with respect to the Trust's equity interests and those of the Trust Subsidiaries;

- the Trust's and CanCo SPV's power and authority to execute and deliver the Arrangement Agreement, and, subject to the approval of the Unitholders, to consummate the transactions contemplated by the Arrangement Agreement;

- the enforceability of the Arrangement Agreement against the Trust and CanCo SPV;

- the absence of conflicts with, or violations of, Laws or organizational documents and the absence of any consents under, conflicts with or defaults under Contracts to which the Trust or any of the Trust Subsidiaries is a party, in each case as a result of the Trust or CanCo SPV executing, delivering and performing under or consummating the transactions contemplated by, the Arrangement Agreement;

- approvals of, filings with, or notices to, Governmental Entities required in connection with entering into, performing under or consummating the transactions contemplated by, the Arrangement Agreement;

- the Trust's SEDAR filings since January 1, 2015, the Trust's compliance with Securities Laws and the TSX listing rules, and other securities Law matters;

- the Trust's financial statements, internal controls over financial reporting and the disclosure controls and procedures;

- the absence of any Trust Material Adverse Effect and certain other changes and events since December 31, 2016;

- the absence of undisclosed liabilities of the Trust or any Trust Subsidiary required to be recorded on a balance sheet under IFRS since September 30, 2017;

- possession of all permits necessary for the Trust and the Trust Subsidiaries to own, lease and operate the Trust's and the Trust Subsidiaries' properties and assets and to carry on and operate the Trust's and the Trust Subsidiaries' businesses as currently conducted, the absence of a failure by the Trust or the Trust Subsidiaries to comply with such permits, and the conduct by the Trust and the Trust Subsidiaries of the Trust's and the Trust Subsidiaries' businesses in compliance with applicable Laws;

- the Trust and the Trust Subsidiaries' compliance with Laws, including the *Foreign Corrupt Practices Act of 1977* (United States) and the *Corruption of Foreign Public Officials Act* (Canada), as amended, and the rules and regulations thereunder;

- the absence of any suit, claim, action, investigation or proceeding against the Trust or the Trust Subsidiaries, except as set forth in the Trust Disclosure Letter;

- the Trust Employee Benefit Plans;

- employment and labour matters relating to the Trust and the Trust Subsidiaries;

- Tax matters relating to the Trust and the Trust Subsidiaries;

- real property owned and leased by the Trust and the Trust Subsidiaries, including the Trust's and the Trust Subsidiaries' Ground Leases, leases, Trust Space Leases, Development Projects and Participation Agreements, and related information, documentation and budgets;

- Environmental Law matters relating to the Trust and the Trust Subsidiaries;

- Intellectual Property matters relating to the Trust and the Trust Subsidiaries;

- Trust Material Contracts and the absence of any breach of or default under the terms of any Trust Material Contract;

- the receipt of fairness opinions from each of BMO Capital Markets and Greenhill, each to the effect that, as of the date of such fairness opinions, the Consideration to be received by Unitholders is fair, from a financial point of view, to such Unitholders;

- the Trust's and the Trust Subsidiaries' insurance policies; and

- the absence of any broker's or finder's fees, other than those payable to the Trust's financial advisors, in connection with the transactions contemplated by the Arrangement Agreement.

The Arrangement Agreement also contains customary representations and warranties made by the Purchaser that are subject, in some cases, to specified exceptions and qualifications contained in the Arrangement Agreement. These representations and warranties relate to, among other things:

- the Purchaser's organization, valid existence, good standing, qualification to do business and power and authority to own, lease and operate its properties and assets and to carry on its business;
- its power and authority to execute and deliver the Arrangement Agreement and to consummate the transactions contemplated by the Arrangement Agreement;
- the enforceability of the Arrangement Agreement against the Purchaser;
- the absence of conflicts with, or violations of, Laws or organizational documents and the absence of any consents under, conflicts with or defaults under Contracts to which it is a party, in each case as a result of it executing, delivering and performing under or consummating the transactions contemplated by, the Arrangement Agreement;
- approvals of, filings with, or notices to, Governmental Entities required in connection with entering into, performing under or consummating the transactions contemplated by, the Arrangement Agreement;
- the absence of any suit, claim, action or proceeding against them which would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Arrangement Agreement;
- the approval of the Arrangement by the Purchaser's sole shareholder;
- the Guaranty executed by the Guarantor; and
- the absence of any Contract in connection with the transactions relating to the Arrangement Agreement or the operations of the Trust after the Effective Time.

The representations and warranties of each of the Parties to the Arrangement Agreement will expire upon the Closing and, accordingly, neither Party is entitled to seek indemnification for breaches of representations and warranties that are discovered following Closing.

The assertions embodied in the representations and warranties are solely for the purposes of negotiating and entering into the Arrangement Agreement and may have been used for the purpose of allocating risk between the parties instead of establishing such matters as facts. Certain representations and warranties may be subject to important qualifications and limitations agreed by the parties in connection with negotiating the terms of the Arrangement Agreement, were made as of a specified date or are subject to a standard of materiality that is different from what may be viewed as material to the Unitholders, such as being qualified by reference to a Trust Material Adverse Effect. Moreover, information concerning the subject matter of the representations and warranties, which do not purport to be accurate as of the date of this Circular, may have changed since the date of the Arrangement Agreement and subsequent developments or new information qualifying a representation or warranty may not have been included in this Circular. Therefore, Unitholders should not rely on the representations and warranties as statements of factual information.

Conduct of Business Pending the Arrangement

Under the Arrangement Agreement, the Trust has agreed that, subject to certain exceptions in the Arrangement Agreement and the Trust Disclosure Letter delivered in connection therewith, between the date of the Arrangement Agreement and the earlier of the Effective Date and the termination of the Arrangement

Agreement in accordance with its terms (the "**Interim Period**"), the Trust will, and will cause the Trust Subsidiaries to, in all material respects, use commercially reasonable efforts:

- to carry on the Trust's and the Trust Subsidiaries' respective businesses in the usual, regular and ordinary course, consistent with certain budgets that the Trust has provided to the Purchaser and past practice;

- to maintain and preserve substantially intact the Trust's and the Trust Subsidiaries' current business organizations;

- to retain the services of the Trust and the Trust's Subsidiaries' respective current officers and key employees;

- to preserve the Trust's and the Trust Subsidiaries' goodwill and relationships with tenants and others having business dealings with the Trust and the Trust Subsidiaries; and

- to preserve the Trust's and the Trust Subsidiaries' assets and properties in good repair and condition (normal wear and tear excepted) and to perform and complete all budgeted Development Projects in accordance with the applicable project timetable, with good workmanship and consistent with past practices.

The Trust has also agreed that, during the Interim Period, subject to certain exceptions set forth in the Arrangement Agreement and the Trust Disclosure Letter delivered in connection therewith, or unless the Purchaser consents in writing (which consent may not be unreasonably withheld, delayed or conditioned), the Trust and the Trust Subsidiaries will not, among other things:

- amend the Trust's or the U.S. Trust Subsidiary's organizational documents;

- amend the organizational documents of any other Trust Subsidiary other than in the ordinary course of business consistent with past practice;

- authorize for issuance, issue, sell, deliver or agree or commit to issue, sell or deliver any share or units of any class, partnership interests or any equity equivalents (including any options or share or unit appreciation rights) or any other securities convertible into or exchangeable for any shares or units, partnership interests or any equity equivalents (including any options or share or unit appreciation rights), except for the issuance or sale of Units pursuant to the exercise of certain specified derivative securities outstanding on the date of the Arrangement Agreement;

- split, combine or reclassify any shares, units, partnership interests or other equity interests, except as permitted in the Arrangement Agreement;

- set aside or pay any dividend or other distribution except (1) for distributions made in conformity with the Trust's monthly distribution policies and not exceeding $0.026 per unit per month, (2) for the payment of unpaid dividends or distributions declared prior to the date of the Arrangement Agreement and disclosed in Trust Filings, (3) filings in transactions between the Trust and each wholly-owned Trust Subsidiary or solely between wholly-owned Trust Subsidiaries, or (4) distributions on the preferred units issued by U.S. Trust Subsidiary in accordance with the terms of such preferred units;

- redeem, repurchase or otherwise acquire, directly or indirectly, any of the Trust's or the Trust Subsidiaries' securities, except as may be required by the Declaration of Trust or pursuant to the terms of the Trust's equity incentive plans or as may be reasonably necessary for the Trust to maintain the Trust's status as a Trust under the Tax Act;

- enter into any Contract with respect to the voting or registration of any units or equity interest of the Trust or the Trust Subsidiaries;

- authorize, recommend, propose or announce an intention to adopt, or effect, or adopt or effect a plan of complete or partial liquidation, dissolution, arrangement, amalgamation, merger, consolidation, restructuring, recapitalization or other reorganization;

- incur, assume, refinance or guarantee any Indebtedness for borrowed money or issue any debt securities, or assume or guarantee any Indebtedness for borrowed money of any Person, except for borrowings and guarantees under the Trust's Existing Loan Documents in the ordinary course of business consistent with past practice;

- prepay, refinance or amend any Indebtedness, except for (1) repayments under the Trust's existing credit facilities in the ordinary course of business consistent with past practice (specifically excluding the loans secured, directly or indirectly, by any of the Trust Real Property), and (2) mandatory payments under the terms of any Indebtedness in accordance with its terms;

- make loans, advances or capital contributions to or investments in any Person (other than as required by any Contract in effect on the date of the Arrangement Agreement, specifically excluding capital contributions called or consented to by the Trust or the Trust Subsidiaries, or as otherwise permitted under the Arrangement Agreement);

- create or suffer to exist any material Lien (other than certain Permitted Liens) on shares, units, partnership interests or other equity interests of any of the Trust Subsidiaries;

- enter into, adopt, amend or terminate any Trust Employee Benefit Plan, except as set forth in the Trust Disclosure Letter or required by Law or the terms of any Trust Employee Benefit Plan;

- enter into, adopt, amend or terminate any agreement, arrangement, plan or policy between the Trust or any of the Trust Subsidiaries and one or more of the Trust's or the Trust Subsidiaries' trustees, directors or executive officers;

- increase in any manner the compensation or fringe benefits of any employee, officer, trustee or director, except for increases or payments in the ordinary course of business consistent with past practice with respect to any non-executive officer;

- grant any officer, trustee, director or employee the right to receive any new severance, change of control or termination pay or termination benefits or any increase in the right to receive any severance, change of control or termination pay or termination benefits;

- enter into any new employment, loan, retention, consulting, indemnification, termination or similar agreement, except in the ordinary course of business consistent with past practice with respect to any non-executive officer;

- grant any awards under any bonus, incentive, performance or other compensation plan or arrangement or employee benefit plan;

- hire any new employee, other than with respect to employees with salaries or prospective salaries of not more than $150,000;

- take any action to fund or in any other way secure the payment of compensation or benefits under any employee plan, agreement, Contract or arrangement or Trust Employee Benefit Plan;

- other than in the ordinary course of business consistent with past practice, sell, pledge, dispose of, transfer, lease, license or encumber (other than certain Permitted Liens) any of the Trust's or the Trust Subsidiaries' material personal property, equipment or assets (other than as provided in the Arrangement Agreement), except pursuant to certain specified existing Contracts set forth in the Trust Disclosure Letter;

- except pursuant to existing Contracts set forth in the Trust Disclosure Letter, in connection with the incurrence of any Indebtedness permitted to be incurred by the Trust pursuant to the Arrangement Agreement and any execution of Trust Space Leases permitted by the Arrangement Agreement, sell, transfer, pledge, dispose of, lease, license or encumber any real property (including the Trust Real Property) other than execution of easements, covenants, rights of way, restrictions and other similar instruments in the ordinary course of business that, individually or in the aggregate, would not reasonably be expected to materially impair the existing use, operation or value of, the property or asset affected by the applicable instrument;

- make any material change to any accounting principles or accounting practices, except as may be required as a result of a change in Law or in IFRS (of which the Trust will promptly notify the Purchaser);

- acquire any interest in any Person (or equity interests thereof) or any assets, real property, personal property, equipment, business or other rights, other than (1) acquisitions of personal property and equipment in the ordinary course of business consistent with past practice, (2) any other acquisitions of assets or businesses (excluding real property) for consideration that is individually or in the aggregate not in excess of $5,000,000, or (3) in connection with certain specified property acquisitions or dispositions set forth in the Trust Disclosure Letter;

- file any material Tax Return inconsistent with past practice, or amend any material Tax Return, make, change or revoke any material Tax election, settle or compromise any material Tax claim, assessment or reassessment by any Governmental Entity, change an annual accounting period, adopt or change any accounting method with respect to Taxes, enter into any closing agreement with a Governmental Entity, surrender any right to claim a refund of a material amount of Taxes or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment (except, in each case, if the Trust reasonably determines, after prior consultation with the Purchaser, that such action is necessary to preserve the status of the U.S. Trust Subsidiary as a U.S. REIT);

- knowingly undertake transactions (other than a Restructuring Transaction directed by the Purchaser pursuant to the Arrangement Agreement) that could reasonably be expected to have the effect of preventing the Purchaser or a wholly-owned subsidiary of the Purchaser, from obtaining the benefit of a "full tax cost bump" pursuant to the Tax Act in respect of non-depreciable capital property owned by CanCo SPV;

- settle or compromise any claim, suit or proceeding, except for (1) settlements or compromises providing solely for payment of amounts less than $1,000,000 individually, or $2,500,000 in the aggregate, or (2) claims, suits or proceedings arising from the ordinary course of the Trust's operations involving collection matters or personal injury which are fully covered by adequate insurance (subject to customary deductibles), provided, that in no event shall the Trust or any Trust Subsidiary settle any Transaction Litigation except in accordance with the provisions of the Arrangement Agreement;

- enter into any agreement or arrangement that limits or otherwise restricts the Trust or any affiliate or successor thereto from engaging or competing in any line of business in which the Trust is currently engaged or is currently contemplates to be engaged or in any geographic area;

- enter into any new line of business;

- amend or terminate, or waive compliance with the terms of or breaches under, or assign, or renew or extend (except as may be required by the terms thereof) any Trust Material Contract or enter into any new Contract that, if entered into prior to the date of the Arrangement Agreement, would have been required to be set forth in the Trust Disclosure Letter, provided that the Purchaser shall be deemed to have given its written consent to such actions if the Purchaser fails to respond to the Trust's written request for approval of any such action within 72 hours of receipt of any such request;

- make, enter into any Contract for, or otherwise commit to any Capital Expenditures or Development Expenditures on, relating to, or adjacent to any of the Trust Real Property, except for (1) Capital Expenditures and Development Expenditures as required by Law, (2) emergency Capital Expenditures and Development Expenditures in any amount that the Trust determines is necessary in the Trust's reasonable judgment to maintain the Trust's ability to operate the Trust's businesses in the ordinary course, and (3) (A) Development Expenditures with respect to Development Projects in an aggregate amount up to 105% of the Development Expenditure Budget as a whole, and (B) Capital Expenditures in an aggregate amount up to 105% of the Capital Expenditure Budget as a whole;

- initiate or consent to any material zoning reclassification of any of the Trust Real Property or any material change to any approved site plan (in each case, that is material to the Trust Real Property or plan, as applicable), special use permit or other land use entitlement affecting any of the material Trust Real Property in any material respect;

- amend, modify or terminate, or authorize any Person to amend, modify, terminate or allow to lapse, any material Trust permit;

- fail to use commercially reasonable efforts to maintain in full force and effect the Trust's or the Trust Subsidiaries' existing insurance policies or to replace the Trust's insurance policies with comparable insurance policies covering the Trust and the Trust Subsidiaries and the Trust's and the Trust Subsidiaries' respective properties, assets and businesses (including Trust Real Property); and

- authorize or enter into any Contract or arrangement to do any of the actions described in the foregoing bullets.

The Meeting

Under the Arrangement Agreement, the Trust is required to convene and conduct the Meeting in accordance with the Declaration of Trust, the Interim Order and applicable Laws, as soon as reasonably practicable, and in any event on or before March 29, 2018. The Trust is not permitted to adjourn, postpone or cancel (or propose or permit the adjournment, postponement or cancellation of) the Meeting without the Purchaser's prior written consent except as otherwise permitted pursuant to the Arrangement Agreement. Unless there has been an Adverse Recommendation Change in accordance with the terms of the Arrangement Agreement, the Trust is required to solicit proxies in favour of the Arrangement Resolution and against any resolution submitted by any Person that is inconsistent with the Arrangement Resolution or the completion of any of the transactions contemplated by the Arrangement Agreement. Unless the Arrangement Agreement is terminated in accordance with its terms, the Trust is prohibited from submitting to the vote of the Unitholders any Acquisition Proposal.

Agreement to Take Certain Actions

Subject to the terms and conditions of the Arrangement Agreement, each Party to the Arrangement Agreement has agreed to use its commercially reasonable efforts to consummate the Arrangement, cause to be satisfied all conditions precedent to its obligations under the Arrangement Agreement, and will use commercially reasonable efforts to obtain any consents from any Person the Purchaser elects to seek in its sole discretion in connection with the transactions contemplated by the Arrangement Agreement, the Purchaser's structuring in

connection with the acquisition and/or the Purchaser's financing thereof, including, in each case consistent with the foregoing,

- preparing and filing as promptly as practicable with the objective of being in a position to consummate the Arrangement as promptly as practicable following the date of the Meeting, all documentation to effect all necessary or advisable applications, notices, petitions, filings, and other documents and to obtain as promptly as practicable all consents, waivers, licenses, orders, registrations, approvals, permits, rulings, authorizations and clearances necessary or advisable to be obtained from any Governmental Entity or third party in connection with the transactions contemplated by the Arrangement Agreement, including any that are required to be obtained under any federal, provincial, state or local Law (including filings required in order to obtain Investment Canada Act Approval and Competition Act Approval) or Trust Material Contract to which the Trust or any Trust Subsidiary is a party or by which any of the Trust's or the Trust Subsidiaries' properties or assets are bound;

- defending all lawsuits or other legal proceedings relating to Transaction Litigation; and

- effecting all necessary or advisable registrations and other filings required under Securities Laws, the Exchange Act or any other federal, provincial, state or local Law relating to the Arrangement.

Notwithstanding anything to the contrary in the Arrangement Agreement, in connection with obtaining any consents in connection with the transactions contemplated by the Arrangement Agreement from any Person (other than from a Governmental Entity) or any other consents the Purchaser elects to seek in its sole discretion in connection with the transactions contemplated by the Arrangement Agreement, the Purchaser's structuring in connection with the acquisition and/or the Purchaser's financing thereof, (i) without the prior written consent of the Purchaser, none of the Trust or any Trust Subsidiary shall pay or commit to pay to such Person whose approval or consent is being solicited any cash or other consideration, make any commitment or incur any liability or other obligation and (ii) none of the Purchaser or any of its affiliates shall be required to pay or commit to pay to such Person whose approval or consent is being solicited any cash or other consideration, make any commitment or incur any liability or other obligations. In the event that the Trust fails to obtain any such consent, the Trust shall use commercially reasonable efforts, and shall take such actions as are reasonably requested by the Purchaser, to minimize any adverse effect upon the Trust and the Purchaser and their respective affiliates and businesses resulting, or which would reasonably be expected to result, after the Effective Time, from the failure to obtain such consent.

Each Party to the Arrangement Agreement has agreed to keep the other Parties reasonably informed regarding any Transaction Litigation unless doing so would, in the reasonable judgment of such Party, jeopardize any of such Party's or such Party's Subsidiaries' privilege with respect thereto. The Trust will promptly advise the Purchaser orally and in writing of the initiation of and any material developments regarding, and will reasonably consult with and permit the Purchaser and its representatives to participate in the defense, negotiations or settlement of, any such Transaction Litigation, and the Trust will give consideration to the Purchaser's advice with respect to such Transaction Litigation. The Trust will not, and will not permit any of the Trust Subsidiaries nor any of the Trust's or the Trust Subsidiaries' Representatives to, compromise, settle or come to a settlement arrangement regarding any such Transaction Litigation or consent thereto unless the Purchaser otherwise consents in writing (which will not be unreasonably withheld or delayed).

Prior to the Effective Date, the Trust shall cooperate with the Purchaser and use commercially reasonable efforts to take, or cause to be taken, all actions, and do or cause to be done all things reasonably necessary, proper or advisable on its part under applicable Laws and rules and policies of the TSX to cause the de-listing of the Units from the TSX as promptly as practicable after the Effective Time and for the Trust to cease to be a reporting issuer under Securities Laws as promptly as practicable after such de-listing.

Notwithstanding any provisions of Arrangement Agreement, each of the Purchaser and the Trust shall not, and shall cause their respective Subsidiaries not to, enter into, or agree to enter into, any agreement to

acquire any real property (or any interest therein), whether directly or indirectly, after the date of this Arrangement Agreement until the earlier of the termination of this Arrangement Agreement or the Effective Date, that would be reasonably likely to: (i) materially delay the obtaining of, or result in not obtaining, the Competition Act Approval or the Investment Canada Act Approval necessary to be obtained prior to the Effective Date, (ii) materially increase the risk of any Governmental Entity undertaking a materially more significant or longer review of the transactions contemplated by the Arrangement Agreement or entering an order prohibiting the consummation of the transactions contemplated by the Arrangement Agreement, including the Arrangement, (iii) materially increase the risk of not being able to have vacated, lifted, reversed or overturned any such order on appeal or otherwise, or (iv) otherwise prevent or materially delay the consummation of the transactions contemplated by the Arrangement Agreement, including the Arrangement.

Restriction on Solicitation of Acquisition Proposals

The Trust has agreed that, from and after the date of the Arrangement Agreement, except as permitted by certain exceptions described below, the Trust will, and will cause the Trust Subsidiaries and the Trust's and the Trust Subsidiaries' officers, trustees and directors to, and shall direct its and their other Representatives to, immediately cease any solicitations, discussions, negotiations or communications with any Person that may be ongoing with respect to any Acquisition Proposal.

The Trust has further agreed that during the Interim Period, the Trust will not, and the Trust will cause the Trust Subsidiaries and the Trust's and the Trust Subsidiaries' officers, trustees and directors not to, and shall not authorize and shall use commercially reasonable efforts to cause any of the Trust's and the Trust Subsidiaries' other Representatives not to, directly or indirectly through another Person:

- solicit, initiate, knowingly encourage or knowingly facilitate any inquiry, discussion, offer or request that constitutes, or could reasonably be expected to lead to, an Acquisition Proposal (referred to as an "**Inquiry**");

- engage in any discussions or negotiations regarding, or furnish to any third party any non-public information in connection with, or knowingly facilitate in any way any effort by, any third party in furtherance of any Acquisition Proposal or Inquiry;

- approve or recommend an Acquisition Proposal;

- enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, Arrangement agreement, merger agreement, share purchase agreement, asset purchase agreement, share exchange agreement, option agreement or other similar definitive agreement providing for or relating to an Acquisition Proposal or requiring the Trust to abandon, terminate or fail to consummate the Arrangement (referred to as an "**Alternative Acquisition Agreement**"); or

- propose or agree to do any of the foregoing.

Notwithstanding anything to the contrary in the Arrangement Agreement, at any time prior to obtaining the Unitholder Approval, if the Trust receives an unsolicited written *bona fide* Acquisition Proposal after the date of the Arrangement Agreement by a third party that did not result from a breach of the obligations described in this section titled "*Arrangement Agreement – Restriction on Solicitation of Acquisition Proposals*", if the Board determines in good faith, after consultation with its outside legal counsel and financial advisors, that such Acquisition Proposal constitutes or could reasonably be expected to lead to a Superior Proposal, the Trust may:

- furnish non-public information to such third party (and such third party's Representatives) if, prior to furnishing such information, the Trust receives from the third party an executed confidentiality agreement on customary terms no more favourable in any material respect to such Person than the Confidentiality Agreement and any non-public information concerning the Trust or the Trust Subsidiaries

that is provided to such third party (or its Representatives) shall, to the extent not previously provided to the Purchaser, be provided to the Purchaser as promptly as practicable after providing it to such third party (and in any event within 48 hours thereafter); and

- engage in discussions or negotiations with such third party (and such third party's Representatives) with respect to the Acquisition Proposal.

The Trust will notify the Purchaser promptly (but in no event later than 48 hours) after receipt of any Acquisition Proposal or any request for non-public information relating to the Trust or any Trust Subsidiary by any third party that informs the Trust that it is considering making, or has made, an Acquisition Proposal, or any Inquiry from any Person seeking to have discussions or negotiations with the Trust relating to a possible Acquisition Proposal. Such notice will be made orally and confirmed in writing, and shall identify the Person making such Acquisition Proposal or Inquiry and shall indicate the material terms and conditions of any Acquisition Proposals, Inquiries, proposals or offers, to the extent known (including, if applicable, providing copies of any written Inquiries, requests, proposals or offers and any proposed agreements related thereto, which may be redacted to the extent necessary to protect confidential information of the Person making such Acquisition Proposal, Inquiries, proposals or offers). The Trust will also promptly, and in any event within 48 hours, (i) notify the Purchaser, orally and in writing, if the Trust enters into discussions or negotiations concerning any Acquisition Proposal or provides non-public information to any Person, (ii) notify the Purchaser of any change to the financial and other material terms and conditions of any Acquisition Proposal and (iii) otherwise keep the Purchaser reasonably informed of the status and terms of any such proposals, offers, discussions or negotiations on a current basis, including by providing a copy of all proposals, offers, drafts of proposed agreements or correspondence relating thereto. Neither the Trust nor any of the Trust Subsidiaries may, after the date of the Arrangement Agreement, enter into any confidentiality or similar agreement that would prohibit the Trust from providing such information to the Purchaser.

In addition, the Arrangement Agreement provides that the Trust shall not, nor shall the Trust permit any of the Trust Subsidiaries to, terminate, waive, amend or modify any provision of (i) any standstill or confidentiality agreement to which the Trust or the Trust Subsidiaries is a party, except to allow the applicable party to make an Acquisition Proposal to the Board or (ii) the Trust's Rights Plan.

Obligation of the Board with Respect to its Recommendation and Fiduciary Out

Except in the circumstances and pursuant to the procedures described below, neither the Board nor any committee thereof will:

- withhold, withdraw, modify or qualify in any manner adverse to the Purchaser (or publicly propose to withhold, withdraw, modify or qualify in a manner adverse to the Purchaser), its recommendation with respect to the Arrangement Agreement or the Arrangement;

- approve, adopt or recommend (or publicly propose to approve, adopt or recommend) any Acquisition Proposal;

- fail to include its recommendation with respect to the Arrangement Agreement or the Arrangement in this Circular; or

- approve, adopt, declare advisable or recommend (or agree to, resolve or propose to approve, adopt, declare advisable or recommend), or cause or permit the Trust to enter into any Alternative Acquisition Agreement (other than an acceptable confidentiality agreement).

Any action in the first three bullets above are referred to as an "**Adverse Recommendation Change**".

Prior to obtaining the Unitholder Approval, the Board is permitted to effect an Adverse Recommendation Change if:

- the Board has received an unsolicited written *bona fide* Acquisition Proposal (and the Trust is not in breach of provisions described above under "*Restriction on Solicitation of Acquisition Proposals*", above, or under this "*Obligation of the Board with Respect to its Recommendation and Fiduciary Out*") that, in the good faith determination of the Board, after consultation with outside legal counsel and financial advisors, constitutes a Superior Proposal, after having complied with, and giving effect to all of the adjustments to the Arrangement Agreement which may be offered by the Purchaser, and such Acquisition Proposal is not withdrawn;

- the Trust provides prior written notice (a "**Notice of Change of Recommendation**") to the Purchaser of its intention to effect an Adverse Recommendation Change, identifying the Person making the Superior Proposal and describing the material terms and conditions of the Superior Proposal that is the basis for effecting an Adverse Recommendation Change, including, if applicable, copies of any written proposals or offers and any proposed agreements related to a Superior Proposal (it being agreed that the delivery of such notice will not constitute an Adverse Recommendation Change);

- to the extent the Purchaser desires to negotiate, the Trust negotiates with the Purchaser in good faith for a period of five Business Days following the Purchaser's receipt of the Notice of Change of Recommendation described in the second bullet above to make such adjustments in the terms and conditions of the Arrangement Agreement, so that such Superior Proposal ceases to constitute a Superior Proposal; and

- the Board, following the end of the five Business Day negotiation period referred to in the immediately preceding bullet, has determined in good faith, after consultation with outside legal counsel and financial advisors, taking into account any changes to the Arrangement Agreement proposed in writing by the Purchaser in response to the Notice of Change of Recommendation or otherwise, that the Superior Proposal giving rise to the notice of Notice of Change of Recommendation continues to constitute a Superior Proposal.

Any amendment to the financial terms or any other material amendment of such a Superior Proposal will require a new Notice of Change of Recommendation, and the Trust will be required to comply again with the requirements described above, except that the reference to the five Business Day period above will be deemed to be a reference to a three Business Day period following receipt by the Purchaser of any such new Notice of Change of Recommendation.

If the Trust provides the Purchaser with a Notice of Change of Recommendation on a date that is five Business Days or less prior to the scheduled date of the Meeting, then the Trust may (or, at the Purchaser's request, will,) postpone or adjourn the Meeting to a date that is not later than the earlier of ten Business Days after the previously scheduled date of the Meeting and the tenth Business Day prior to the Outside Date; provided, however, that without the prior written consent of the Purchaser, in no event shall the Meeting be held on a date that is more than 30 days after the date for which the Meeting was originally scheduled.

Nothing contained in the Arrangement Agreement will prohibit the Trust or the Board from making any disclosure to the Unitholders which, in the good faith judgment of the Board, after consultation with outside legal counsel, the failure to make would reasonably be expected to be inconsistent with the Trustees' duties under applicable Law or is required by applicable Law, provided, however, that neither the Trust nor the Board will be permitted to recommend that the Unitholders tender any securities in connection with any take-over bid that is an Acquisition Proposal or effect an Adverse Recommendation Change with respect thereto, except as permitted by the provisions described above.

Employee Matters

From and after the Effective Time until December 31, 2018, each of the Trust's and the Trust Subsidiaries' employees who is employed immediately prior to the Effective Time and who continues employment with the Purchaser or any of its Subsidiaries following the Effective Time (including, upon their return to active employment, employees who are not actively at work on account of illness, disability or leave of absence) (each of whom is referred to as a "**Continuing Trust Employee**"), will be entitled to receive aggregate total cash compensation opportunities that are substantially comparable to those provided to such Continuing Trust Employees immediately prior to the Effective Time and other aggregate benefits (excluding, for the avoidance of doubt, equity-based benefits) that are substantially comparable, in the aggregate, to the other benefits (excluding, for the avoidance of doubt, equity-based benefits) provided to the Continuing Trust Employees, collectively, immediately prior to the Effective Time.

With respect to each employee benefit plan, program, policy, agreement or other arrangement maintained by the Purchaser or its Subsidiaries following the Closing and in which any of the Continuing Trust Employees participate, and except to the extent necessary to avoid duplication of benefits, service with the Trust or any of the Trust Subsidiaries and the predecessor of any of them will be treated as service with the Purchaser or any of its Subsidiaries for purposes of determining eligibility to participate, vesting (if applicable) and entitlement to benefits including any paid time off and severance plans (but not for accrual of or entitlement to pension benefits, post-employment welfare benefits, special or early retirement programs, or similar plans which may be in effect from time to time), to the extent such service was recognized by the Trust or any of the Trust Subsidiaries as of the date of the Arrangement Agreement. Unused paid time off credited to the Trust's and the Trust Subsidiaries' employees through the Effective Time under the Trust's and the Trust Subsidiaries' paid time off policies will be credited by the Purchaser, subject to the same forfeiture conditions and accrual limitations applicable prior to the Effective Time.

All limitations as to pre-existing conditions, exclusions, actively at work requirements, waiting periods or any other restriction that would prevent immediate or full participation of Continuing Trust Employees and their dependents under the Purchaser's or any of its Subsidiaries' welfare plans with respect to participation and coverage requirements applicable to all Continuing Trust Employees and their dependents will be waived by the Purchaser and its Subsidiaries, other than limitations, exclusions, actively at work requirements, waiting periods or other restrictions that are already in effect with respect to such employees and that have not been satisfied as of the Effective Date under any employee benefit plan. Additionally, each Continuing Trust Employee and his or her dependents will be provided with full credit for any co-payments and deductibles satisfied prior to the Effective Date for the plan year within which the Effective Time occurs in order to satisfy any applicable deductible or out-of-pocket requirements, and for any lifetime maximums, under any Purchaser welfare plans that such employees are eligible to participate in after the Effective Date.

Distributions by the Trust

During the Interim Period, the Trust may declare regular monthly distributions to Unitholders made in conformity and consistency in all respects with the Trust's monthly distribution policies in effect as at December 31, 2017, including declaration, record and payment dates for determination of Unitholders entitled to such distributions, but not to exceed $0.026 per Unit per month. The Purchaser shall cause the Trust or its distribution disbursing agent to pay to Unitholders of record as of the record date for the distribution, for any Unpaid Permitted Distribution, the full amount of such Unpaid Permitted Distribution on the applicable payment date.

If, after January 8, 2018, the Trust sets a record date, or otherwise declares a distribution, other than a Permitted Distribution, then: (a) to the extent that the amount of such distributions per Unit does not exceed the Consideration, the Consideration shall be reduced by the per Unit amount of such distributions and (b) to the extent that the amount of such distributions per Unit exceeds the Consideration, the Consideration shall be reduced to zero and such excess distribution amount shall be placed in escrow for the account of the Purchaser. In the event that, subsequent to the date of the Arrangement Agreement but prior to the Effective Date, the Units issued and outstanding shall, through a reorganization, recapitalization, reclassification, distribution, unit split,

reverse unit split or other similar change in the capitalization of the Trust, increase or decrease in number or be changed into or exchanged for a different kind or number of securities, then an appropriate and proportionate adjustment shall be made to the Consideration to provide the Unitholders the same economic effect as contemplated by the Arrangement Agreement prior to such event.

Financing Cooperation

Subject to applicable Law, prior to the Closing, the Trust will, and will cause the Trust Subsidiaries to, and will use commercially reasonable efforts to cause the Trust's and the Trust Subsidiaries' Representatives to, provide all cooperation reasonably requested in writing by the Purchaser in connection with the Purchaser arranging financing with respect to the Trust, the Trust Subsidiaries or the Trust Real Properties (referred to as the "**Financing**"), including using commercially reasonable efforts to:

- furnish such financial, statistical and other pertinent information and projections relating to the Trust and the Trust Subsidiaries as may be reasonably requested by the Purchaser, within the Trust's and the Trust Subsidiaries' control and customarily prepared by or for the Trust or the Trust Subsidiaries in the ordinary course of business;

- make the Trust's and the Trust Subsidiaries' appropriate officers available at reasonable times for a reasonable number of due diligence meetings and for participation in a reasonable number of meetings, presentations, road shows and sessions with rating agencies and prospective sources of financing;

- assist the Purchaser and its financing sources with the preparation of materials for rating agency presentations, offering documents, private placement memoranda, bank information memoranda, prospectuses and similar documents necessary, proper or advisable in connection with the Financing;

- reasonably cooperate with the marketing efforts of the Purchaser and its financing sources for any Financing to be raised by the Purchaser to complete the Arrangement and the other transactions contemplated by the Arrangement Agreement;

- provide and execute documents as may be reasonably requested by the Purchaser and reasonably acceptable to the Trust in connection with such Financing, including all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, provided that neither the Trust nor the Trust Subsidiaries will be required to enter into any agreement related to any Financing that is not effective as of or immediately prior to and conditioned on the occurrence of the Closing;

- as may be reasonably requested by the Purchaser, following the obtainment of the Unitholder Approval, form new direct or indirect Subsidiaries pursuant to documentation reasonably satisfactory to the Purchaser and the Trust;

- as may be reasonably requested by the Purchaser, following the obtainment of the Unitholder Approval and provided such actions would not adversely affect the tax status of the Trust or any of the Trust Subsidiaries or cause the Trust to be subject to additional taxes that are not indemnified by the Purchaser, transfer or otherwise restructure the Trust's ownership of existing Trust Subsidiaries, properties or other assets, in each case, pursuant to documentation reasonably satisfactory to the Purchaser and the Trust;

- provide timely access to diligence materials, appropriate personnel and properties during normal business hours and on reasonable advance notice to allow sources of financing and their representatives to complete all reasonable due diligence;

- provide assistance with respect to the review and granting of mortgages and other security interests in collateral for the Financing, and attempting to obtain any consents associated therewith; obtaining

customary mortgage, security and guarantee terminations and instruments of discharge required to be delivered; and taking all corporate or other organizational action reasonably necessary to permit the consummation of the Financing;

- to the extent reasonably requested by a lender, attempt to obtain estoppels and certificates from tenants, lenders, managers, franchisors, ground lessors and counterparties to reciprocal easement agreements in form and substance reasonably satisfactory to any potential lender;

- cooperate in connection with the repayment or defeasance of any of the Trust's and the Trust Subsidiaries' existing Indebtedness as of the Closing and the release of related Liens, including delivering such payoff, defeasance or similar notices under any of the Trust's and the Trust Subsidiaries' existing loans as reasonably requested by the Purchaser;

- to the extent requested by the Purchaser, obtain accountants' comfort letters and consents to the use of accountants' audit reports relating to the Trust and the Trust Subsidiaries; and

- to the extent reasonably requested by a lender, permit the Purchaser and its Representatives to conduct appraisal and environmental and engineering inspections of each real estate property owned and, subject to obtaining required third-party consents with respect thereto (which the Trust will use reasonable efforts to obtain), leased by the Trust or any of the Trust Subsidiaries (except that (1) neither the Purchaser nor its Representatives will have the right to take and analyze any samples of any environmental media (including soil, groundwater, surface water, air or sediment) or any building material or to perform any invasive testing procedure on any such property, (2) the Purchaser will schedule and coordinate all inspections with the Trust upon reasonable advance notice, and (3) the Trust will be entitled to have Representatives present at all times during any such inspection).

Nothing in the Arrangement Agreement will, however, require such cooperation to the extent it would unreasonably interfere with the Trust's or the Trust Subsidiaries' business or operations or require the Trust to agree to pay any fees, reimburse any expenses, or give any indemnities prior to the Closing (except those fees and expenses that the Trust is reimbursed for by the Purchaser). The Purchaser shall, promptly upon request by the Trust, reimburse the Trust for all reasonable out-of-pocket costs (including reasonable legal fees and disbursements) incurred by the Trust or the Trust Subsidiaries in performing their obligations relating to Financing, and indemnify the Trust and the Trust Subsidiaries for any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by the Trust or any of the Trust Subsidiaries arising therefrom (and in the event the Arrangement and the other transactions contemplated by the Arrangement Agreement are not consummated, the Purchaser shall promptly reimburse the Trust for any reasonable out-of-pocket costs incurred by the Trust or the Trust Subsidiaries not previously reimbursed).

Except as provided in the Arrangement Agreement, all non-public or otherwise confidential information regarding the Trust obtained related to the above bullets by the Purchaser or its Representatives shall be kept confidential in accordance with the Confidentiality Agreement.

Pre-Closing Transactions

The Arrangement Agreement provides that the Purchaser may in its sole discretion, upon reasonable advance written notice to the Trust setting out a description of any of the following requested transactions, request that immediately prior to the Closing, the Trust (1) convert any of the Trust's wholly owned Trust Subsidiaries organized as a corporation or limited partnership pursuant to the Laws of any state of the United States into a limited liability company on the basis of organizational documents as reasonably requested by the Purchaser, (2) sell, cause to be sold or issue units, partnership interests, limited liability company interests or other equity interests in any wholly-owned Trust Subsidiary on terms designated by the Purchaser, (3) sell or cause to be sold any of the Trust's or the wholly owned Trust Subsidiaries' assets on terms designated by the Purchaser, or exercise any right of the Trust or any of the Trust Subsidiaries to terminate any Contract to which the Trust or a

Trust Subsidiary is a party, and (4) contribute or cause to be contributed intercompany debt, assets or the Trust Subsidiaries to one or more newly-formed Trust Subsidiaries (any and all of which being a "**Restructuring Transaction**").

These rights of the Purchaser are limited, however, in that (1) any Restructuring Transactions will be implemented immediately prior to, or as close as possible to, or concurrent with the Closing (subject to (4) below), (2) none of the Restructuring Transactions shall delay or prevent the Closing or be prejudicial to the Unitholders of the Trust in any material respect, (3) the Purchaser may not require the Trust or any of the Trust Subsidiaries to take any action that contravenes any of the Trust's or any of the Trust Subsidiaries' organizational documents, Trust Material Contracts or applicable Law, (4) any such Restructuring Transactions will be contingent upon all conditions to the Arrangement having been satisfied or waived and the Trust's receipt of a written notice from the Purchaser to such effect and that the Purchaser is prepared to proceed immediately with the Closing and any other evidence reasonably requested by the Trust that the Closing will occur, (5) these actions (or the inability to complete them) will not affect or modify the obligations of the Purchaser under the Arrangement Agreement, including the amount of or timing of the payment of the Consideration, (6) the Trust and the Trust Subsidiaries will not be required to take any action that could adversely affect the classification of the U.S. Trust Subsidiary as a U.S. REIT or that could subject the U.S. Trust Subsidiary to any "prohibited transactions" Taxes or certain other material Taxes under the *Internal Revenue Code of 1986* (U.S.), and (7) neither the Trust nor any of the Trust Subsidiaries shall be required to take any such action that could result in an amount of Taxes being imposed on, or other adverse Tax consequences to, any Unitholder or holder of Deferred Units, Restricted Units or Unit Options unless the Trust consents to such transaction and such Persons are indemnified by the Purchaser for such incremental Taxes. The Purchaser will, promptly upon the Trust's request, reimburse the Trust for all reasonable out-of-pocket costs incurred by the Trust or the Trust Subsidiaries in connection with the Trust's or the Trust Subsidiaries' performance of these obligations and the Purchaser shall indemnify and hold harmless the Trust and the Trust Subsidiaries for any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by the Trust or any of the Trust Subsidiaries arising therefrom.

Insurance and Indemnification of Trustees and Officers

From and after the Effective Time, the Purchaser shall cause the Trust to, to the fullest extent permitted by Law, indemnify, defend and hold harmless each current or former trustee, director or officer of the Trust or any of the Trust Subsidiaries and each fiduciary under benefit plans of the Trust or any of the Trust Subsidiaries (each an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") against: (i) all losses, expenses, judgments, fines, claims, damages or liabilities or, subject to the proviso of the next sentence, amounts paid in settlement, arising out of actions or omissions occurring at or prior to the Effective Time (and whether asserted or claimed prior to, at or after the Effective Time) to the extent that they are based on or arise out of the fact that such person is or was a trustee, director, officer or fiduciary under benefit plans, including payment on behalf of or advancement to the Indemnified Party of any expenses incurred by such Indemnified Party in connection with enforcing any rights with respect to such indemnification and/or advancement (the "**Indemnified Liabilities**"), and (ii) all Indemnified Liabilities to the extent they are based on or arise out of or pertain to the transactions contemplated by the Arrangement Agreement, whether asserted or claimed prior to, at or after the Effective Time, and including any expenses incurred in enforcing such person's rights under the Arrangement Agreement; provided, that (x) the Trust shall not be liable for any settlement effected without its prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed); and (y) except for legal counsel engaged for one or more Indemnified Parties on the date of the Arrangement Agreement, the Trust shall not be obligated under the Arrangement Agreement to pay the fees and expenses of more than one legal counsel (selected by a plurality of the applicable Indemnified Parties) for all Indemnified Parties in any jurisdiction with respect to any single legal action except to the extent that, on the advice of any such Indemnified Party's counsel, two or more of such Indemnified Parties shall have conflicting interests in the outcome of such action. In the event of any such loss, expense, claim, damage or liability (whether or not asserted before the Effective Time), the Trust shall pay the reasonable fees and expenses of counsel selected by the Indemnified Parties promptly, and in any event within ten days, after statements therefor are received and otherwise advance to such Indemnified Party upon request, reimbursement of documented expenses reasonably incurred (provided that, if legally required, the person to

whom expenses are advanced provides an undertaking to repay such advance if it is determined by a final and non-appealable judgment of a court of competent jurisdiction that such person is not legally entitled to indemnification under applicable Law).

From and after the Closing, the Purchaser shall cause the Trust to maintain the Trust's officers', directors' and trustees' liability insurance policies in effect on the date of the Arrangement Agreement (the "**D&O Insurance**") for a period of not less than six years after the Effective Date; provided that the Trust may substitute therefor policies of at least the same coverage and amounts containing terms no less advantageous to such former trustees, directors or officers so long as such substitution does not result in gaps or lapses of coverage with respect to matters occurring on or prior to the Effective Time; provided further that in no event shall the Purchaser or the Trust be required to pay annual premiums in the aggregate of more than an amount equal to 300% of the current annual premiums paid by the Trust for such insurance (the "**Maximum Amount**") to maintain or procure such insurance coverage; provided further that if the amount of the annual premiums necessary to maintain or procure such insurance coverage exceeds the Maximum Amount, the Purchaser shall cause the Trust to procure and maintain for such six-year period as much coverage as can be reasonably obtained for the Maximum Amount. The Purchaser shall have the option to cause coverage to be extended under the Trust's D&O Insurance by obtaining a six-year "tail" policy or policies on terms and conditions no less advantageous than the Trust's existing D&O Insurance, subject to the limitations set forth in the Arrangement Agreement, and provided such "tail" policy or policies shall satisfy the provisions of the Arrangement Agreement.

Certain Other Covenants

The Arrangement Agreement contains certain other covenants of the Parties to the Arrangement Agreement relating to, among other things:

- giving the Purchaser and its authorized Representatives reasonable access during normal business hours, and upon at least 48 hours' advance notice, to all properties, facilities, personnel and books and records of the Trust and each Trust Subsidiary in such a manner as not to interfere unreasonably with the operation of any business conducted by the Trust or any Trust Subsidiary, permit such inspections as the Purchaser may reasonably require and promptly furnish the Purchaser with such financial and operating data and other information with respect to the business, properties and personnel of the Trust and each Trust Subsidiary as the Purchaser may reasonably request; provided that all such access shall be coordinated through the Trust or its designated Representatives, in accordance with such reasonable procedures as they may establish, provided further that the Trust shall not be required to (or to cause any Trust Subsidiary to) afford such access or furnish such information to the extent that the Trust believes in good faith that doing so would: (i) result in the loss of attorney-client privilege; (ii) violate any obligations of the Trust or any Trust Subsidiary with respect to confidentiality to any third party or otherwise breach, contravene or violate any then effective Contract to which the Trust or any Trust Subsidiary is party; or (iii) breach, contravene or violate any applicable Law (provided that the Trust shall use commercially reasonable efforts to allow for such access or disclosure in a manner that does not result in the events set out in (i) through (iii);

- actions necessary to obtain the Competition Act Approval and the Investment Canada Act Approval;

- delivery of resignation letters of the Trust's and the Trust Subsidiaries' directors and officers;

- consultations regarding any press releases or other public statements with respect to the Arrangement Agreement or the Arrangement;

- notification of certain matters, including communications from Governmental Entities, the Purchaser's intent to make requests for consents related to the Arrangement and either Party's representations or warranties becoming untrue or inaccurate;

- cooperation regarding the Trust's and the Trust Subsidiaries' Existing Loan Documents and related Assumption Documents;

- the surrender and termination of all Deferred Units, Restricted Units, Performance Units and Unit Options at or prior to the Effective Time on the terms contemplated in the Plan of Arrangement;

- certain tax matters relating to the status of the Trust as a "real estate investment trust" and "mutual fund trust" under the Tax Act and the U.S. Trust Subsidiary's status as a U.S. REIT;

- the documents and information concerning the Trust and the Trust Subsidiaries made available to the other Party in connection with the Arrangement pursuant to terms of the Confidentiality Agreement;

- cooperation in connection with the assumption of certain of the Trust's and the Trust Subsidiaries' existing Indebtedness and the modification of the loan documents relating thereto; and

- prohibition on the Trust's and the Trust Subsidiaries' exercise of Transfer Rights.

Conditions to the Arrangement

The obligations of the Parties to complete the Arrangement are subject to the satisfaction or waiver of the following mutual conditions:

- the Trust shall have obtained the Unitholder Approval;

- no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law or order (whether temporary, preliminary or permanent) which is then in effect and has the effect of making the Arrangement illegal or otherwise restricting, preventing or prohibiting the consummation of the Arrangement;

- Competition Act Approval and Investment Canada Act Approval shall have been obtained; and

- court approval (via the Interim Order and the Final Order) shall have each been obtained on terms consistent with the Arrangement Agreement and in form and substance acceptable to each Party, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to either Party, each acting reasonably, on appeal or otherwise.

The obligations of the Purchaser to complete the Arrangement are further subject to the satisfaction or waiver of the following conditions:

- the Trust's representations and warranties must be true and correct (determined without regard to any materiality or Trust Material Adverse Effect qualifications therein) as of the date of the Arrangement Agreement and as of the Effective Date as though made on and as of the Effective Date (except to the extent a representation or warranty is made as of a specific date, in which case such representation or warranty must be true and correct at and as of such date, without regard to any such qualifications therein), except where the failure of such representations and warranties to be true and correct has not had, or would not, individually or in the aggregate, reasonably be expected to have a Trust Material Adverse Effect, except for (1) certain of the Trust's representations and warranties regarding the Trust's and the Trust Subsidiaries' capitalization, which shall be true and correct in all material respects and (2) the Trust's representations and warranties regarding the absence of a Trust Material Adverse Effect, which must be true and correct in all respects. The Purchaser shall have received a certificate signed on behalf of the Trust, dated as of the Effective Date, to the foregoing effect;

- each of the Trust and CanCo SPV shall have performed or complied in all material respects with all obligations, agreements and covenants required by the Arrangement Agreement to be performed by it or complied with on or prior to the Effective Date, and the Purchaser shall have received a certificate signed on behalf of the Trust, dated as of the Effective Date, to the foregoing effect;

- each of BPP Pristine U.S. LLC and the U.S. Trust Subsidiary shall have received a tax opinion dated as of the Effective Date in the specified form, which opinion concludes (subject to customary assumptions, qualifications and representations, including representations made by the U.S. Trust Subsidiary and its subsidiaries) that the U.S. Trust Subsidiary has been organized and operated in conformity with the requirements for qualification and taxation as a U.S. REIT under the *Internal Revenue Code of 1986* (U.S.) for all taxable periods commencing with the U.S. Trust Subsidiary's taxable year ended December 31, 2014 through to and including the Effective Date;

- from the date of the Arrangement Agreement through the Effective Date, there must not have occurred a change, event, state of facts or development which has had or would reasonably be expected to have, individually or in the aggregate, a Trust Material Adverse Effect; and

- the number of Units held by Unitholders that have validly exercised Dissent Rights in connection with the Arrangement must not exceed 10% of the Trust's issued and outstanding Units as of the date of the Arrangement Agreement.

The Trust's obligations to complete the Arrangement are further subject to the satisfaction or waiver of the following conditions:

- the representations and warranties of the Purchaser must be true and correct in all material respects as of the date of the Arrangement Agreement and as of the Effective Date as though made on and as of the Effective Date (except to the extent a representation or warranty is made as of a specific date, in which case such representation or warranty must be true and correct at and as of such date, without regard to any such qualifications therein). The Trust shall have received a certificate signed on behalf of the Purchaser, dated as of the Effective Date, to the foregoing effect; and

- the Purchaser must have performed and complied, in all material respects, with all of its obligations, agreements and covenants required by the Arrangement Agreement to be performed or complied with on or prior to the Effective Date. The Trust shall have received a certificate signed on behalf of the Purchaser, dated as of the Effective Date, to the foregoing effect.

No Party may rely, either as a basis for not consummating the Arrangement or the other transactions contemplated by the Arrangement Agreement or terminating the Arrangement Agreement and abandoning the Arrangement, on the failure of any condition set forth above to be satisfied if such failure was caused by such Party's failure to act in good faith or to use commercially reasonable efforts to consummate the Arrangement and the other transactions contemplated by the Arrangement Agreement.

Termination of the Arrangement Agreement

The Trust and the Purchaser may mutually agree to terminate and abandon the Arrangement Agreement at any time prior to the Effective Date, even after the Trust has obtained the Unitholder Approval.

Termination by either the Trust or the Purchaser

In addition, the Trust, on the one hand, or the Purchaser, on the other hand, may terminate the Arrangement Agreement by written notice to the other at any time prior to the Effective Date, even after the Trust has obtained the Unitholder Approval, if:

(a) any Governmental Entity of competent authority has issued an order, decree or ruling or taken any other action in each case permanently restraining, enjoining or otherwise prohibiting the Arrangement substantially on the terms contemplated by the Arrangement Agreement and such order, decree, ruling or other action has become final and non-appealable; provided, that the right to terminate the Arrangement Agreement as such is not available to a Party if the issuance of such final, non-appealable order, decree or ruling or taking of such other action was primarily due to the failure of the Trust or CanCo SPV, in the case of termination by the Trust, or the Purchaser, in the case of termination by the Purchaser, to perform any of its obligations under the Arrangement Agreement;

(b) the Arrangement has not been consummated by the Outside Date, provided that the right to terminate the Arrangement Agreement as such is not available to the Trust, if the Trust or CanCo SPV, or to the Purchaser, if the Purchaser, as applicable, has breached in any material respect its obligations under the Arrangement Agreement in any manner that has caused or resulted in the failure to consummate the Arrangement on or before such date; or

(c) the Unitholder Approval has not have been obtained as required by the Interim Order at the Meeting or any adjournment or postponement thereof at which the Arrangement Resolution is voted upon.

Termination by the Trust

The Trust may also terminate the Arrangement Agreement by written notice to the Purchaser at any time prior to the Effective Date, even after the Trust has obtained the Unitholder Approval, if:

(a) prior to obtaining the Unitholder Approval, the Board effects an Adverse Recommendation Change in accordance with the requirements described above under "*Arrangement Agreement— Obligation of the Board with Respect to Its Recommendation*" in connection with a Superior Proposal and the Board has approved, and concurrently with the termination, the Trust enters into, a definitive agreement providing for the implementation of a Superior Proposal, but only if the Trust is not then in breach of the Trust's obligations described under "*Arrangement Agreement — Restriction on Solicitation of Acquisition Proposals*" above, provided that such termination will not be effective until the Trust has paid the Trust Termination Fee (as described below);

(b) the Purchaser has breached or failed to perform any of its representations, warranties, covenants or other agreements contained in the Arrangement Agreement such that the conditions precedent relating to its representations, warranties, covenants or agreements would be incapable of being satisfied by the Outside Date, provided that neither the Trust nor CanCo SPV has breached or failed to perform any of its representations, warranties, covenants or other agreements contained in the Arrangement Agreement in any material respect; or

(c) all of the following occur:

- all of the mutual conditions to the Parties' obligations to effect the Arrangement and the additional conditions to the obligations of the Purchaser to effect the Arrangement have been satisfied or waived by the Purchaser (other than those conditions that by their nature are to be satisfied at the Closing, provided that such conditions to be satisfied at the Closing would be satisfied as of the date of the notice referenced in the immediately following bullet if the Closing were to occur on the date of such notice);

- on or after the date the Closing should have occurred pursuant to the Arrangement Agreement, the Trust shall have delivered written notice to the Purchaser to the effect that all of the mutual conditions to the Parties' obligations to effect the Arrangement and the additional conditions to the obligations of the Purchaser to effect the Arrangement have been satisfied or waived by the Purchaser (other than those conditions that by their nature are to be satisfied at the Closing,

provided that such conditions to be satisfied at the Closing would be satisfied as of the date of such notice if the Closing were to occur on the date of such notice) and the Trust is prepared to consummate the Closing; and

- the Purchaser fails to consummate the Closing on or before the third Business Day after delivery of the notice referenced in the immediately preceding bullet, and the Trust was prepared to consummate the Closing during such three Business Day period.

Termination by the Purchaser

The Purchaser may also terminate the Arrangement Agreement by written notice to the Trust at any time prior to the Effective Date, even after the Trust has obtained the Unitholder Approval, if:

(a) the Trust or CanCo SPV has breached or failed to perform any of its representations, warranties, covenants or other agreements contained in the Arrangement Agreement such that the conditions precedent relating to the Trust's and CanCo SPV's representations, warranties, covenants or agreements would be incapable of being satisfied by the Outside Date; provided that the Purchaser has not breached or failed to perform any of its representations, warranties, covenants or other agreements contained in the Arrangement Agreement in any material respect;

(b) (1) the Board has effected, or resolved to effect, an Adverse Recommendation Change, (2) the Trust has failed to publicly recommend against any take-over bid that constitutes an Acquisition Proposal (including, for these purposes, by taking no position with respect to the acceptance of such take-over bid by the Unitholders) within ten Business Days after the commencement of such Acquisition Proposal, (3) the Board has failed to publicly reaffirm the recommendation of the Board to approve the Arrangement and the other transactions contemplated by the Arrangement Agreement within ten Business Days after the date an Acquisition Proposal has been publicly announced (or if the Meeting is scheduled to be held within ten Business Days from the date an Acquisition Proposal is publicly announced, promptly and in any event not less than two Business Days prior to the date on which the Meeting is scheduled to be held) or (4) the Trust enters into an Alternative Acquisition Agreement (other than an acceptable confidentiality agreement); or

(c) there has been a Trust Material Adverse Effect which is incapable of being cured on or before the Outside Date.

Termination Fees

Except as otherwise set forth in the Arrangement Agreement, whether or not the Arrangement is consummated, all expenses incurred in connection with the Arrangement Agreement and the other transactions contemplated thereby shall be paid by the Party incurring such expenses.

Termination Fee Payable by the Trust

The Trust has agreed to pay a termination fee as directed by the Purchaser of $77,000,000 (the "**Trust Termination Fee**"), less any Expense Amount previously paid, if:

- the Purchaser terminates the Arrangement Agreement pursuant to the provision described in paragraph (b) under "*Arrangement Agreement — Termination of the Arrangement Agreement — Termination by the Purchaser*" above;

- the Trust terminates the Arrangement Agreement pursuant to the provision described in paragraph (a) under "*Arrangement Agreement — Termination of the Arrangement Agreement — Termination by the Trust*" above; or

- all of the following requirements are satisfied:

    - the Trust or the Purchaser terminates the Arrangement Agreement pursuant to the provisions described in paragraphs (b) or (c) under "*Arrangement Agreement — Termination of the Arrangement Agreement — Termination by either the Trust or the Purchaser*" above or the Purchaser terminates the Arrangement Agreement pursuant to the provision described in paragraph (a) under "*Arrangement Agreement — Termination of the Arrangement Agreement — Termination by the Purchaser*" above; and

    - (1) an Acquisition Proposal has been received by the Trust or its Representatives or any Person has publicly proposed or publicly announced an intention (whether or not conditional) to make an Acquisition Proposal (and, in the case of a termination pursuant to the provision described in paragraph (c) under "*Arrangement Agreement — Termination of the Arrangement Agreement — Termination by either the Trust or the Purchaser*" above, such Acquisition Proposal or publicly proposed or announced intention was made prior to the Meeting), and (2) within twelve months after such termination, the Trust enters into a definitive agreement relating to, or consummates, any Acquisition Proposal (with, for purposes of (2), the references to "15%" in the definition of "Acquisition Proposal" being deemed to be references to "50%").

Expense Amount Payable by the Trust

The Trust has agreed to pay the Purchaser's reasonable, actual and documented out-of-pocket expenses incurred prior to the termination of this agreement, up to a maximum of $5,000,000 (the "**Expense Amount**"), if all the following requirements are satisfied:

- the Trust or the Purchaser terminates the Arrangement Agreement pursuant to the provisions described in paragraphs (b) or (c) under "*Arrangement Agreement — Termination of the Arrangement Agreement — Termination by either the Trust or the Purchaser*" above or the Purchaser terminates the Arrangement Agreement pursuant to the provision described in paragraph (a) under "*Arrangement Agreement — Termination of the Arrangement Agreement — Termination by the Purchaser*" above; and
- an Acquisition Proposal has been received by the Trust or its Representatives or any Person has publicly proposed or publicly announced an intention (whether or not conditional) to make an Acquisition Proposal (and, in the case of a termination pursuant to the provision described in paragraph (c) under "*Arrangement Agreement — Termination of the Arrangement Agreement — Termination by either the Trust or the Purchaser*" above, such Acquisition Proposal or publicly proposed or announced intention was made prior to the Meeting).

Termination Fee Payable by the Purchaser

The Purchaser has agreed to pay to the Trust a reverse termination fee of $220,000,000 (the "**Purchaser Termination Fee**") if the Trust terminates the Arrangement Agreement pursuant to the provisions described in paragraphs (b) or (c) under "*Arrangement Agreement — Termination of the Arrangement Agreement — Termination by the Trust*".

Guaranty

In connection with the Arrangement Agreement, the Guarantor entered into a Guaranty in the Trust's favor to guarantee the Purchaser's payment obligations with respect to the Purchaser Termination Fee and certain expense reimbursement and indemnification obligations of the Purchaser under the Arrangement Agreement, subject to the terms and limitations set forth in the Guaranty.

The maximum aggregate liability of the Guarantor under the Guaranty will not exceed $220,000,000, plus all reasonable and documented third-party costs and out-of-pocket expenses (including reasonable fees of

counsel) actually incurred by the Trust relating to any litigation or other proceeding brought by the Trust to enforce the Trust's rights under the Guaranty, if the Trust prevails in such litigation or proceeding.

The Guaranty terminates as of the earliest to occur of: (i) the Effective Time, (ii) payment of the Purchaser Termination Fee to the Trust and (iii) the 180th day after any termination of the Arrangement Agreement in accordance with its terms (except as to payments for which a claim has been made prior to such 180th day).

Specific Performance

The Trust and CanCo SPV cannot seek specific performance to require the Purchaser to complete the Arrangement and, except with respect to enforcing confidentiality provisions, the Trust's sole and exclusive remedy against the Purchaser relating to any breach of the Arrangement Agreement or otherwise will be the right to receive the Purchaser Termination Fee under the conditions described under "*Arrangement Agreement - Termination Fees -Termination Fee Payable by the Purchaser*". The Purchaser may, however, seek specific performance to require the Trust and CanCo SPV to complete the Arrangement, subject to the terms and conditions of the Arrangement Agreement.

Amendment and Waiver

The Arrangement Agreement may be amended by action taken by the Parties at any time before or after the receipt of the Unitholder Approval but, after such approval, no amendment may be made which requires the approval of any such Unitholders under applicable Law without obtaining such further approvals.

The Arrangement Agreement also provides that, at any time prior to the Effective Date, each Party may extend the time for the performance of any of the obligations or other acts of the other Parties, waive any breaches or inaccuracies in the representations and warranties of the other Parties, or waive compliance by the other Parties with any of the agreements or conditions contained in the Arrangement Agreement. Any agreement on the part of any Party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party or Parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by the Trust or the Purchaser in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

PROCEDURES FOR THE SURRENDER OF CERTIFICATES AND PAYMENT OF CONSIDERATION

Surrender of Certificates and Payment of Consideration to Unitholders

Depositary Agreement

On February 9, 2018, the Trust, the Purchaser and the Depositary entered into the Depositary Agreement. Pursuant to the Arrangement Agreement, following receipt of the Final Order and at or prior to the Closing the Purchaser is required to deposit, or arrange to be deposited, for the benefit of holders of securities of the Trust, sufficient cash with the Depositary to satisfy the aggregate Consideration to be paid to Unitholders under the Plan of Arrangement.

Letter of Transmittal

If the Arrangement Resolution is passed and the Arrangement is implemented, in order to receive the Consideration for Units, a Registered Unitholder must complete and sign the Letter of Transmittal enclosed with this Circular and deliver such Letter of Transmittal together with the certificate(s) (if applicable) representing the Units and the other documents required by the instructions set out therein to the Depositary in accordance with the instructions contained in the Letter of Transmittal. A Registered Unitholder can obtain additional copies of the Letter of Transmittal by contacting the Depositary. The Letter of Transmittal is also available under the Trust's profile on SEDAR at www.sedar.com and on the Trust's website at www.piret.ca.

Beneficial Unitholders holding Units that are registered in the name of an Intermediary must contact their broker or other Intermediary to submit their instructions with respect to the Arrangement and to arrange for the surrender of their Units. These instructions will be forwarded to CDS which will submit the Letter of Transmittal on behalf of all Beneficial Unitholders.

The Letter of Transmittal contains procedural information relating to the Arrangement and should be reviewed carefully. The tendering of a Letter of Transmittal will constitute a binding agreement between the Unitholder, the Trust and the Purchaser upon the terms and subject to the conditions of the Arrangement.

In all cases, Consideration for Units deposited will be made only after timely receipt by the Depositary of certificate(s) representing the Units, together with a properly completed and duly executed Letter of Transmittal relating to such Units, and any other required documents

All questions as to validity, form, eligibility and acceptance of any Units deposited pursuant to the Arrangement Agreement will be determined by the Trust and the Purchaser in their sole discretion. Unitholders agree that such determination shall be final and binding. The Trust reserves for itself and the Purchaser the absolute right to reject any and all deposits which it determines not to be in proper form or which may be unlawful for it to accept under the Laws of any jurisdiction. The Trust reserves for itself and the Purchaser the absolute right to waive any defect or irregularity in any Letter of Transmittal or in the deposit of any Units and any such waiver or non-waiver will be binding upon the affected Unitholders. The granting of a waiver to one or more Unitholders does not constitute a waiver for any other Unitholders. The Trust and the Purchaser reserve the right to demand strict compliance with the terms of the Letters of Transmittal. There shall be no duty or obligation on the Trust, the Purchaser or the Depositary or any other Person to give notice of any defect or irregularity in any deposit of Units and no liability shall be incurred by any of them for failure to give such notice. The Trust's interpretation of the terms and conditions of the Arrangement (including the Circular and Letter of Transmittal) shall be final and binding.

The method of delivery of certificates representing Units and all other required documents is at the option and risk of the Person depositing the same. The Trust recommends that such documents be delivered by hand to the Depositary and a receipt obtained or, if mailed, that registered mail with return receipt requested be used and that appropriate insurance be obtained.

Payment of Consideration to Unitholders

Following receipt of the Final Order and at or prior to Closing, the Purchaser shall deliver or cause to be delivered to the Depositary sufficient funds in escrow to pay the aggregate Consideration to be paid to Unitholders under the Plan of Arrangement.

Registered Unitholders who deposit a validly completed and duly signed Letter of Transmittal, together with accompanying certificate(s) representing their Units and any such additional documents and instruments as the Depositary may reasonably require, will receive, in exchange therefore, the aggregate Consideration to which they are entitled under the Arrangement, less any amounts withheld pursuant to the Plan of Arrangement, with such surrendered certificate(s) being cancelled.

After the Effective Time and until surrendered for cancellation, each certificate that immediately prior to the Effective Time represented one or more Units shall be deemed at all times to represent only the right to receive in exchange therefor the Consideration that the holder of such certificate is entitled to receive in accordance to the Plan of Arrangement, less any amounts withheld pursuant to the Plan of Arrangement.

Registered Unitholders who do not forward to the Depositary a duly completed Letter of Transmittal, together with the certificate(s) representing their Units and the other required documents, will not receive the aggregate Consideration to which they are otherwise entitled until deposit thereof is made, provided that if such deposit is not made on or prior to the sixth anniversary of the Effective Date, then the Consideration that such former Registered Unitholder was entitled to receive shall be automatically cancelled without any repayment of

capital in respect thereof and the Consideration to which such former Registered Unitholder was entitled, shall be delivered to the Purchaser by the Depositary, and the certificates formerly representing the Units shall cease to represent a right or claim of any kind or nature as of such final proscription date.

Any payment made by way of cheque by the Depositary pursuant to the Plan of Arrangement that has not been deposited or has been returned to the Depositary or that otherwise remains unclaimed, in each case, on or before the sixth anniversary of the Effective Date, and any right or claim to payment hereunder that remains outstanding on the sixth anniversary of the Effective Date, shall cease to represent a right or claim of any kind or nature and the right of any (a) Unitholder to receive the Consideration to which they are entitled pursuant to the Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser for no consideration, or (b) holder of a Unit Option to receive the Unit Option Payment to which they are entitled, holder of a Deferred Unit to receive the Deferred Unit Payment to which they are entitled, holder of a Restricted Unit to receive the Restricted Unit Payment to which they are entitled or holder of a Performance Unit to receive the Performance Unit Payment to which they are entitled shall terminate and be deemed to be surrendered and forfeited to the Trust for no consideration.

In the event any certificate which immediately prior to the Effective Date represented one or more outstanding Units that were transferred pursuant to the Plan of Arrangement shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, the Consideration deliverable in accordance with such holder's duly completed and executed Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such cash is to be delivered shall, as a condition precedent to the delivery of such Consideration, give a bond satisfactory to the Purchaser and the Depositary (acting reasonably) in such sum as the Purchaser may direct (acting reasonably), or otherwise indemnify the Purchaser and the Trust in a manner satisfactory to the Purchaser and the Trust, acting reasonably, against any claim that may be made against the Purchaser and the Trust with respect to the certificate alleged to have been lost, stolen or destroyed.

The Purchaser, the Trust and the Depositary, as applicable, shall be entitled to deduct and withhold, or to direct any Person to deduct and withhold on their behalf, from any amount payable to any Person under the Plan of Arrangement, such amounts as the Purchaser, the Trust or the Depositary, as applicable, determines, acting reasonably, are required or permitted to be deducted and withheld with respect to such payment under the Tax Act, the United States *Internal Revenue Code of 1986* or any provision of any other Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

The Depositary will receive reasonable and customary compensation for its services in connection with the Arrangement, will be reimbursed for certain out of pocket expenses and will be indemnified by the Trust against certain liabilities under applicable securities Laws and expenses in connection therewith.

Currency of Payment

Subject to compliance with the procedures described above, a Registered Unitholder will receive the aggregate Consideration to which it is entitled under the Arrangement in Canadian dollars unless the Unitholder exercises its right to elect in the Letter of Transmittal to receive such Consideration in U.S. dollars. If a Registered Unitholder wishes to receive the aggregate Consideration to which it is entitled in U.S. dollars, the box captioned “Currency of Payment” in the Letter of Transmittal must be completed. If the Registered Unitholder does not make an election in its Letter of Transmittal, the Registered Unitholder will receive payment in Canadian dollars.

A Beneficial Unitholder will receive the aggregate Consideration to which it is entitled in Canadian dollars unless it contacts the Intermediary in whose name its Units are registered and requests that the Intermediary make an election on its behalf. If the Beneficial Unitholder’s Intermediary does not make an election on its behalf, the Beneficial Unitholder will receive payment in Canadian dollars.

The exchange rate that will be used to convert payments from Canadian dollars into U.S. dollars will be the rate established by the Depositary on the date the funds are converted, which rate will be based on the prevailing market rate on the date the funds are converted. The risk of any fluctuations in such rates, including risks relating to the particular date and time at which funds are converted, will be solely borne by the Unitholder. The Depositary will act as principal in such currency conversion transactions conducted with the Purchaser.

Surrender of Unit Options and Payment to Holders of Unit Options

Payment of the Unit Option Payment, less applicable withholdings, shall be made to each holder of Unit Options on the later of the Effective Date and the date on which such holder surrenders such Unit Options for cancellation in a form reasonably satisfactory to the Trust. Prior to the Effective Date, the Trust will provide each holder of Unit Options with an instrument of surrender to be executed by holder as a condition to receipt of the Unit Option Payment, less applicable withholdings, in respect of such holder's Unit Options.

Payment to Holders of Deferred Units, Restricted Units and Performance Units

The Trust shall make the Deferred Unit Payments, Restricted Unit Payments and Performance Unit Payments, less applicable withholdings, to holders of Deferred Units, Restricted Units and Performance Units, respectively, through the Trust's payroll service provider on the next regularly scheduled payroll date following the Effective Date. Holders of Deferred Units, Restricted Units and Performance Units do not need to take any further action in order to receive such payments.

DISSENT RIGHTS

The following is a summary of the provisions of the Declaration of Trust, as modified by the Plan of Arrangement and the Interim Order, relating to a Unitholder's dissent rights in respect of the Arrangement. Such summary is not a comprehensive statement of the procedures to be followed by a Dissenting Unitholder who seeks payment of the fair value of its Units and is qualified in its entirety by reference to the full text of Section 12.1 of the Declaration of Trust, which is attached to this Circular as Appendix H, as modified by the Plan of Arrangement and the Interim Order (the "**Dissent Rights**").

The provisions of the Declaration of Trust dealing with the right of dissent are technical and complex. Any Dissenting Unitholder should seek independent legal advice, as failure to comply strictly with the provisions of Section 12.1 of the Declaration of Trust, as modified by the Plan of Arrangement and the Interim Order, may result in the loss of all Dissent Rights.

Pursuant to the Interim Order, a Registered Unitholder entitled to vote at the Meeting who complies with Section 12.1 of the Declaration of Trust (a "**Dissenting Unitholder**") may dissent if the Trust resolves to approve the Arrangement Resolution and carry out the Arrangement.

In addition to any other right a Unitholder may have, a Dissenting Unitholder is entitled to be paid by the Trust the fair value of the Units held by the Unitholder in respect of which the Unitholder dissents, determined as of the close of business on the day before the Arrangement Resolution was adopted at the Meeting, provided that the holder duly dissents to the Arrangement Resolution and the Arrangement becomes effective.

A Dissenting Unitholder may only exercise their Dissent Rights with respect to all the Units held by the Dissenting Unitholder on behalf of any one beneficial owner and registered in the name of the Dissenting Unitholder. To exercise Dissent Rights, a Dissenting Unitholder shall send to the Trust, at or before the Meeting, a written objection to the Arrangement Resolution (the "**Dissent Notice**").

The Trust shall, within 10 days after the Meeting where the Arrangement Resolution was adopted, send to each Unitholder who has filed a Dissent Notice a notice that the Arrangement Resolution has been adopted (the "**Adoption Notice**"), but such Adoption Notice is not required to be sent to any Unitholder who voted for the Arrangement Resolution or who has withdrawn its Dissent Notice.

A Dissenting Unitholder shall, within 20 days after receiving an Adoption Notice or, if the Unitholder does not receive such Adoption Notice, within 20 days after learning that the Arrangement Resolution has been adopted, send to the Trust a written notice (the "**Demand Notice**") containing: (i) the Unitholder's name and address; (ii) the number of Units in respect of which the Unitholder dissents (the "**Dissent Units**"); and (iii) a demand for payment of the fair value of the Dissent Units.

A Dissenting Unitholder shall, within 30 days after the sending of a Demand Notice, send the certificates representing the Dissent Units to the Trust or the Transfer Agent. A Dissenting Unitholder who fails to send such certificates to the Trust or the Transfer Agent has no right to make a claim under Section 12.1 of the Declaration of Trust.

The Trust or the Transfer Agent shall endorse on any such certificate received a notice that the holder is a Dissenting Unitholder under Section 12.1 of the Declaration of Trust and shall return forthwith the certificates to the Dissenting Unitholder.

On sending a Demand Notice, a Dissenting Unitholder ceases to have any rights as a Unitholder other than the right to be paid the fair value of its Units as determined under Section 12.1 of the Declaration of Trust except where: (i) the Unitholder withdraws the Demand Notice before the Trust makes a Payment Offer (as defined below); (ii) the Trust fails to make a Payment Offer and the Dissenting Unitholder withdraws the notice; or (iii) the Trustees revoke the Arrangement Resolution and terminate the Arrangement Agreement, in which case the Unitholder's rights are reinstated as of the date the Demand Notice was sent.

The Trust shall, not later than seven days after the later of (i) the day that the Arrangement becomes effective or (ii) the day the Trust received the Demand Notice, send to each Dissenting Unitholder who has sent a Demand Notice a written offer to pay for the Dissent Units of a Dissenting Unitholder in an amount considered by the Trustees to be the fair value, accompanied by a statement showing how the fair value was determined (a "**Payment Offer**"). Every Payment Offer made shall be on the same terms.

The Trust shall pay for the Dissent Units of a Dissenting Unitholder within 10 days after a Payment Offer has been accepted, but any such Payment Offer lapses if the Trust does not receive an acceptance thereof within 30 days after the Payment Offer has been made.

Where the Trust fails to make a Payment Offer, or if a Dissenting Unitholder fails to accept a Payment Offer, the Trust may, within 50 days after the Arrangement becomes effective or within such further period as the Court may allow, apply to the Court to fix a fair value for the Dissent Units of any Dissenting Unitholder. If the Trust fails to apply to the Court, a Dissenting Unitholder may apply to the Court for the same purpose within a further period of 20 days or within such further period as the Court may allow. A Dissenting Unitholder is not required to give security for costs in such an application made to the Court.

On such an application to the Court: (i) all Dissenting Unitholders whose Dissent Units have not been purchased by the Trust shall be joined as parties and bound by the decision of the Court; and (ii) the Trust shall notify each affected Dissenting Unitholder of the date, place and consequences of the application and of the Dissenting Unitholder's right to appear and be heard in person or by counsel.

On such an application to the Court, the Court may determine whether any other person is a Dissenting Unitholder who should be joined as a party, and the Court shall fix a fair value for the Dissent Units of all Dissenting Unitholders. The Court may in its discretion appoint one or more appraisers to assist the Court to fix a fair value for the Dissent Units of the Dissenting Unitholders.

The final order of the Court in such proceedings shall be rendered against the Trust in favour of each Dissenting Unitholder and for the amount of the Dissent Units as fixed by the Court. The Court may in its discretion allow a reasonable rate of interest on the amount payable to each Dissenting Unitholder from the date the Arrangement becomes effective until the date of payment.

A Trust shall not make a payment to a Dissenting Unitholder under Section 12.1 of the Declaration of Trust if there are reasonable grounds for believing that: (i) the Trust is or would after the payment be unable to pay its liabilities as they become due; or (ii) the realizable value of the Trust's assets would thereby be less than the aggregate of its liabilities. In such circumstances, the Trust shall, within ten days after final order of the Court in such proceedings, notify each Dissenting Unitholder that it is unable lawfully to pay Dissenting Unitholders for their Dissent Units. A Dissenting Unitholder, by written notice delivered to the Trust within thirty days after receiving such notice from the Trust that it is unable to lawfully pay for the Dissent Units, may: (i) withdraw their notice of dissent in which case the Trust is deemed to consent to the withdrawal and the Unitholder is reinstated to their full rights as a Unitholder; or (ii) retain a status as a claimant against the Trust, to be paid as soon as the Trust is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the Trust but in priority to its Unitholders.

Pursuant to the Plan of Arrangement, in no event shall the Purchaser, the Trust or any other Person be required to recognize a Dissenting Unitholder as a registered or beneficial owner of Units or any interest therein at or after the Effective Time, and at the Effective Time the names of such Dissenting Unitholders shall be deleted from the central securities register of the Trust as at the Effective Time.

Only Registered Unitholders entitled to vote at the Meeting are entitled to exercise Dissent Rights. In many cases, Units beneficially owned by a Beneficial Unitholder are registered either: (a) in the name of an Intermediary (or the agent of an Intermediary), custodian or nominee or in some other name, that the Beneficial Unitholder deals with in respect of the Units; or (b) in the name of a clearing agency (such as CDS Clearing and Depositary Services Inc.) of which the Intermediary is a participant. A Beneficial Unitholder is not entitled to exercise its Dissent Rights directly. A Beneficial Unitholder that wishes to exercise Dissent Rights should immediately contact the Intermediary with whom the Beneficial Unitholder deals in respect of its Units and instruct the Intermediary to exercise the Dissent Rights in respect of the Beneficial Unitholder's Units. A Registered Unitholder must inform the Trust of the identity of any Beneficial Unitholder that beneficially owns the Units in respect of which the Registered Unitholder intends to exercise Dissent Rights, and of the number of Units over which the Dissent Rights are being exercised, within the prescribed period for giving a Dissent Notice. In addition, pursuant to Section 12.1 of the Declaration of Trust and the Interim Order, a Dissenting Unitholders may only exercise Dissent Rights with respect to all Units held by such Dissenting Unitholder on behalf of any one Beneficial Unitholder and registered in the name of the Dissenting Unitholder.

For greater certainty, no Person shall be entitled to exercise Dissent Rights with respect to Unit Options, Deferred Units, Restricted Units and Performance Units. Furthermore, Dissent Rights are not available to a Dissenting Unitholder who has voted his or her Units at the Meeting, either by proxy or in person, in favour of the Arrangement Resolution.

PRINCIPAL CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations under the Tax Act generally applicable as of the date hereof to a Unitholder (including a Dissenting Unitholder) who disposes of Units pursuant to the Arrangement.

This summary only applies to a Unitholder who, at all relevant times and for purposes of the Tax Act: (i) deals at arm's length and is not affiliated with the Trust, the Purchaser and any of their respective affiliates, and (ii) holds Units as capital property. Units generally will be capital property of a Unitholder provided that the Unitholder does not hold such Units in the course of carrying on a business and has not acquired them in a transaction or transactions considered to be an adventure or concern in the nature of trade.

This summary is based upon the current provisions of the Tax Act and counsel's understanding of the current administrative policies and assessing practices of the CRA published in writing by the CRA prior to the date of this Circular. This summary also takes into account all specific proposals to amend the Tax Act that have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date of this Circular (the "**Tax Proposals**"). This summary assumes that the Tax Proposals will be enacted as currently proposed, but no

assurances can be given in this regard. Except for the Tax Proposals, this summary does not take into account or anticipate any changes in Law, whether by legislative, governmental or judicial decision or action, or changes in the CRA's administrative policies or assessing practices, nor does it take into account other federal or any provincial, territorial, local or foreign tax legislation or considerations, which may differ significantly from those discussed herein.

On July 18, 2017, the Minister of Finance (Canada) released a consultation paper that included an announcement of its intention to amend the Tax Act to increase the amount of tax applicable to passive investment income earned through a private corporation. On October 18, 2017, the Minister of Finance (Canada) announced that the government intends to move forward with these passive investment measures, which are expected to be introduced in the 2018 Federal Budget. No specific amendments to the Tax Act were proposed in connection with these announcements and this summary does not consider the implications of these announcements. Unitholders that are private corporations should consult their own tax advisors regarding the implications of these announcements with respect to their particular circumstances.

This summary does not apply to a Unitholder: (i) that is a "financial institution" subject to the mark-to-market rules, (ii) that is a "specified financial institution", (iii) that is a partnership, (iv) an interest in which would be a "tax shelter investment", (v) that has elected to determine its Canadian tax results in a foreign currency pursuant to the "functional currency" reporting rules, or (vi) that has entered or will enter into a "derivative forward agreement" with respect to the Units, all within the meaning of the Tax Act. Any such Unitholders should consult their own tax advisors to determine the tax consequences to them of the Arrangement. This summary does not address the tax consequences to Unitholders who acquired their Units pursuant to the Compensation Plan Awards. Such holders should consult their own tax advisors.

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

Currency

The Tax Act requires all taxpayers to compute their "Canadian tax results" (as defined in the Tax Act) in Canadian currency. Where an amount that is relevant in computing a taxpayer's Canadian tax results is expressed in a currency other than Canadian currency, such amount must be converted to Canadian currency using the applicable rate of exchange quoted by the Bank of Canada on the date such amount first arose, or using such other rate of exchange as is acceptable to the Minister of National Revenue (Canada).

Status of the Trust

This summary assumes that the Trust currently qualifies as a "mutual fund trust" and a "real estate investment trust" under the Tax Act and will continue to so qualify at all relevant times for purposes of this summary. If the Trust were to not qualify as a mutual fund trust or a real estate investment trust at such times, the income tax considerations described below would in some respects be materially and adversely different.

Taxation of the Trust

The taxation year of the Trust is ordinarily the calendar year. However, the Trust will be deemed for purposes of the Tax Act to have a taxation year end on the Effective Date resulting in a short taxation year of the Trust.

The Trust generally will be subject to tax under Part I of the Tax Act on its net income for the taxation year ending on the Effective Date, including net taxable capital gains, computed in accordance with the detailed

provisions of the Tax Act, less the portion thereof that the Trust deducts in respect of amounts paid or payable to Unitholders in the taxation year. This will include amounts, if any, paid to Unitholders in the form of additional Units as part of any special distribution on the Units (a "**Special Distribution**") pursuant to the Plan of Arrangement.

The income of the Trust for purposes of the Tax Act will include any income realized from the rental of its rental properties and (where applicable) taxable capital gains or recapture of depreciation realized from the disposition or deemed disposition of its properties, any interest income on cash balances, or generally any other investment income realized from the Trust's investment activities. In computing its income for purposes of the Tax Act, the Trust may generally deduct in accordance with the rules in the Tax Act reasonable administrative costs, interest and other expenses of a current nature incurred by it for the purpose of earning income.

Pursuant to the Plan of Arrangement, the Trust will pay a Special Distribution on the Units equal to the amount, if any, that is determined by it prior to the Effective Time to be equal to its *bona fide* best estimate of the amount, if any, of its taxable income for the taxation year of the Trust that ends on the Effective Date (such amount to be reduced to take into account any deductions by the Trust under the Tax Act in respect of prior amounts paid or payable to Unitholders in the taxation year). In addition, Trust distributions (including Unpaid Permitted Distributions) that might otherwise have been treated as returns of capital to a Resident Unitholder (defined below) may instead be deducted by the Trust if necessary to ensure that the Trust does not have any income subject to tax under Part I of the Tax Act for its taxation year ending on the Effective Date.

Taxation of Unitholders Resident in Canada

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

Disposition of Units Prior to the Effective Date

Resident Unitholders who dispose of Units on the TSX with a settlement date prior to the Effective Date will not receive any payments in respect of any Special Distribution. However, all Resident Unitholders who receive or become entitled to receive ordinary distributions from the Trust in the Trust's taxation year beginning January 1, 2018 (including any Unpaid Permitted Distributions) should refer to "*Principal Canadian Federal Income Tax Considerations – Taxation of Unitholders Resident in Canada – Distributions*".

On the disposition of a Unit on the TSX, a Resident Unitholder will realize a capital gain (or capital loss) equal to the amount, if any, by which the Resident Unitholder's proceeds of disposition exceed (or are less than) the aggregate of the Resident Unitholder's adjusted cost base of the Units immediately prior to the disposition and any reasonable costs of disposition. Any capital gain (or capital loss) realized on the disposition of a Unit will be subject to the general rules relating to the taxation of capital gains and losses, as described below (see "*Principal Canadian Federal Income Tax Considerations –Taxation of Unitholders Resident in Canada – Capital Gains and Capital Losses*").

Resident Unitholders should consult their own tax and investment advisors with respect to the disposition of Units prior to the Effective Date.

Sale of Units to the Purchaser

The sale of Units by a Resident Unitholder to the Purchaser will result in a disposition of such Units by the Resident Unitholder for purposes of the Tax Act. The Resident Unitholder will realize a capital gain (or capital loss) equal to the amount, if any, by which the Resident Unitholder's proceeds of disposition exceed (or are less than) the aggregate of the Unitholder's adjusted cost base of the Units immediately prior to the sale and any reasonable costs of disposition. Any capital gain (or capital loss) realized on the disposition of a Unit will be subject to the general rules relating to the taxation of capital gains and losses, as described below (see "*Principal Canadian Federal Income Tax Considerations – Taxation of Unitholders Resident in Canada – Capital Gains and Capital Losses*").

The Trust may pay the amount of any Special Distribution to Resident Unitholders in additional Units. In such event, the cost to a Resident Unitholder of the additional Units received by that Resident Unitholder generally will be equal to the fair market value of those Units on the date they are acquired. For the purposes of determining the adjusted cost base of a Unit to a Resident Unitholder, the cost of the newly acquired Units will be averaged with the adjusted cost base of all of the Units owned by the Resident Unitholder as capital property immediately before that time. Accordingly, the payment of a Special Distribution in additional Units is expected to reduce the capital gain (or increase the capital loss) that a Resident Unitholder would have otherwise realized on a disposition of the Units.

If the Special Distribution is satisfied in additional Units, the outstanding Units may be consolidated and, accordingly, the Resident Unitholder will hold the same number of Units both before and after consolidation. The consolidation of Units will not be regarded as a disposition of Units and will not affect the aggregate adjusted cost base to a Resident Unitholder.

Dissenting Unitholders

A Resident Unitholder that is a Dissenting Unitholder (a "**Resident Dissenting Unitholder**") will be considered to have disposed of such Resident Dissenting Unitholder's Units to the Purchaser and will have a right to be paid by the Purchaser the fair value of such Units, as determined in accordance with the Plan of Arrangement. On such disposition, the Resident Dissenting Unitholder will realize a capital gain (or capital loss) equal to the amount, if any, by which Resident Dissenting Unitholder's proceeds of disposition exceed (or are less than) the aggregate of the Resident Dissenting Unitholder's adjusted cost base of the Units immediately prior to the disposition and any reasonable costs of disposition. Any capital gain (or capital loss) realized on the disposition of a Unit will be subject to the general rules relating to the taxation of capital gains and losses, as described below (see "*Principal Canadian Federal Income Tax Considerations – Taxation of Unitholders Resident in Canada — Capital Gains and Capital Losses*").

The Trust may pay the amount of any Special Distribution to Resident Dissenting Unitholders in additional Units. In such event, the cost to a Resident Dissenting Unitholder of the additional Units received by that Resident Dissenting Unitholder generally will be equal to the fair market value of those Units on the date they are acquired. For the purposes of determining the adjusted cost base of a Unit to a Resident Dissenting Unitholder, the cost of the newly acquired Units will be averaged with the adjusted cost base of all of the Units owned by the Resident Dissenting Unitholder as capital property immediately before that time. Accordingly, the payment of a Special Distribution in additional Units is expected to reduce the capital gain (or increase the capital loss) that a Resident Dissenting Unitholder would have otherwise realized on a disposition of the Units.

If the Special Distribution is satisfied in Units, the outstanding Units may be consolidated and, accordingly, the Resident Dissenting Unitholder will hold the same number of Units both before and after consolidation. The consolidation of Units will not be regarded as a disposition of Units and will not affect the aggregate adjusted cost base to a Resident Dissenting Unitholder.

Distributions

A Resident Unitholder (including a Resident Dissenting Unitholder) generally will be required to include, in computing its income for its taxation year, the portion of the net income of the Trust (including foreign accrual

property income attributed to the Trust, dividends received by the Trust and any net taxable capital gains realized by the Trust) that is paid or payable to the Resident Unitholder by the Trust in the particular taxation year (including any Unpaid Permitted Distributions or Special Distribution), whether that amount is received in cash, additional Units or otherwise. Any loss of the Trust for purposes of the Tax Act cannot be allocated to Resident Unitholders.

Provided that appropriate designations are made by the Trust, net taxable capital gains realized by the Trust that are paid or payable to a Resident Unitholder will retain their character as taxable capital gains to the Resident Unitholder for purposes of the Tax Act and will be subject to the general rules relating to the taxation of capital gains described below. The non-taxable portion of any capital gains of the Trust that is paid or payable, or deemed to be paid or payable, to a Resident Unitholder in a taxation year will not be included in computing the Resident Unitholder's income for the year. Any other amount in excess of the net income and net taxable capital gains of the Trust that is paid or payable, or deemed to be paid or payable, to a Resident Unitholder in a taxation year generally will not be included in the Resident Unitholder's income for the year. However, such amount (other than an amount received as proceeds of disposition of the Units or any part thereof) generally will reduce the adjusted cost base of the Units held by such Resident Unitholder. To the extent that the adjusted cost base of a Unit becomes a negative amount, the Resident Unitholder will be deemed to have realized a capital gain equal to the negative amount and such Resident Unitholder's adjusted cost base of the Units will be deemed to be nil.

Current year Trust distributions (including distributions already received by Resident Unitholders) that might otherwise have been treated as returns of capital to a Resident Unitholder may instead be deducted by the Trust if necessary to ensure that the Trust does not have any income subject to tax under Part I of the Tax Act for its taxation year ending on the Effective Date. Resident Unitholders should consult their own tax advisors regarding the characterization of distributions already received by them in the Trust's current taxation year.

Provided that appropriate designations are made by the Trust, such portion of the Trust's foreign source income as is paid or payable, or deemed to be paid or payable, by the Trust to Resident Unitholders effectively will retain its source in the hands of Resident Unitholders, and Resident Unitholders may be entitled to claim a foreign tax credit for a share of foreign taxes paid by the Trust.

Provided that appropriate designations are made by the Trust, such portions of taxable dividends received, or deemed to be received, on shares of taxable Canadian corporations as are paid or payable, or deemed to be paid or payable, by the Trust to Resident Unitholders effectively will retain their character and be treated and taxed as such in the hands of Resident Unitholders for purposes of the Tax Act. The normal (or in the case of eligible dividends, the enhanced) gross-up and dividend tax credit rules will apply to Resident Unitholders who are individuals (other than certain trusts). In the case of a Resident Unitholder that is a corporation, the dividend deduction in computing taxable income generally will be available, and the refundable tax under Part IV of the Tax Act will be payable by Resident Unitholders that are "private corporations" (as defined in the Tax Act) and certain other corporations controlled directly or indirectly by or for the benefit of an individual or a related group of individuals.

Since the current taxation year of the Trust will be deemed to end on the Effective Date, Resident Unitholders with taxation years ending before December 31, 2018 may be required to report income from the Trust earlier than they would otherwise have been required.

Capital Gains and Capital Losses

Generally, one-half of any capital gain realized by a Resident Unitholder, and the amount of any net taxable capital gains designated by the Trust in respect of such Resident Unitholder, will be included in the Resident Unitholder's income as a taxable capital gain. One-half of any capital loss (an "allowable capital loss") realized by such a Resident Unitholder on a disposition, or deemed disposition, of Units generally must be deducted from taxable capital gains of the Resident Unitholder in the year of disposition, and any remaining balance of allowable capital losses may generally be deducted against net taxable capital gains realized in the three

preceding taxation years or in any subsequent taxation year, to the extent and under the circumstances described in the Tax Act.

A Resident Unitholder that is a "Canadian-controlled private corporation" (as defined in the Tax Act) may be liable to pay an additional refundable tax on its "aggregate investment income" for the year, which will include an amount in respect of taxable capital gains.

Where a Resident Unitholder that is a corporation or trust (other than a mutual fund trust) disposes of a Unit the Resident Unitholder's capital loss from the disposition, if any, generally will be reduced pursuant to the stop-loss rules in the Tax Act by the amount of dividends previously designated by the Trust to the Resident Unitholder except to the extent that a loss on a previous disposition of a Unit has been reduced by those dividends. Resident Unitholders to which these rules may apply should consult their own tax advisors.

Alternative Minimum Tax

In general terms, net income realized by the Trust that is paid or payable to a Resident Unitholder who is an individual (other than certain trusts) and that is designated as a dividend or a net taxable capital gain, and a capital gain realized by any such Resident Unitholder on the disposition of Units, may increase the Resident Unitholder's liability for alternative minimum tax.

Taxation of Unitholders Not Resident in Canada

The following portion of this summary is generally applicable to a Unitholder who, for purposes of the Tax Act and any applicable income tax convention, and at all relevant times, (i) is not and has not been a resident or deemed to be a resident of Canada and (ii) does not use or hold, and is not deemed to use or hold, Units in connection with carrying on a business in Canada (a "**Non-Resident Unitholder**"). This portion of this summary assumes that, at all relevant times, the Units will be listed on a "designated stock exchange" for purposes of the Tax Act (which includes the TSX).

Special rules, not discussed in this summary, may apply to a Non-Resident Unitholder that is an insurer carrying on business in Canada and elsewhere. Such Non-Resident Unitholders should consult their own tax advisors.

Taxable Canadian Property

A Non-Resident Unitholder generally will not be subject to tax under Part I of the Tax Act on any capital gain realized by the Non-Resident Unitholder on the disposition of Units unless the Units are "taxable Canadian property" of the Non-Resident Unitholder for purposes of the Tax Act and are not "treaty-protected property" of the Non-Resident Unitholder for purposes of the Tax Act.

Generally, Units will not be "taxable Canadian property" of a Non-Resident Unitholder unless, at any time during the 60-month period immediately preceding their disposition by the Non-Resident Unitholder, (i) 25% or more of the issued Units of the Trust were owned or belonged to any combination of (A) the Non-Resident Unitholder, (B) persons with whom the Non-Resident Unitholder did not deal at arm's length for purposes of the Tax Act, and (C) partnerships in which the Non-Resident Unitholder or a person with whom the Non-Resident Unitholder did not deal at arm's length for purposes of the Tax Act holds a membership interest directly or indirectly through one or more partnerships, and (ii) more than 50% of the fair market value of the Units was derived directly or indirectly from one or any combination of (A) real or immovable property situated in Canada, (B) Canadian resource properties (as defined in the Tax Act), (C) timber resource properties (as defined in the Tax Act) or (D) options in respect of, or interests in, or for civil law rights in, any such properties, whether or not the property exists.

Even if Units are taxable Canadian property of a Non-Resident Unitholder, a taxable capital gain resulting from the disposition of the Units will not be included in computing the Non-Resident Unitholder's income for the

purposes of the Tax Act if the Units are, at the time of disposition, "treaty-protected property" of the Non-Resident Unitholder for purposes of the Tax Act. Units owned by a Non-Resident Unitholder generally will be treaty-protected property if the gain from the disposition of such Units would, because of an applicable income tax convention, be exempt from tax under the Tax Act.

Non-Resident Unitholders should consult their own tax and investment advisors with respect to whether their Units are taxable Canadian property or treaty-protected property.

Disposition of Units Prior to the Effective Date

Non-Resident Unitholders who dispose of Units on the TSX with a settlement date prior to the Effective Date will not receive any payments in respect of any Special Distribution under the Arrangement. However, all Non-Resident Unitholders who receive or become entitled to receive ordinary distributions from the Trust in the Trust's taxation year beginning January 1, 2018 (including any Unpaid Permitted Distributions) should refer to "*Principal Canadian Federal Income Tax Considerations – Taxation of Unitholders Not Resident in Canada – Distributions*".

A Non-Resident Unitholder will not be subject to tax under the Tax Act on any capital gain realized on the disposition of Units on the TSX with a settlement date prior to the Effective Date provided that, at the time of disposition, the Units are not taxable Canadian property of the Non-Resident Unitholder or are treaty-protected property of the Non-Resident Unitholder.

In the event that Units are taxable Canadian property but not treaty-protected property of a particular Non-Resident Unitholder, the tax consequences described above under "*Principal Canadian Federal Income Tax Considerations – Taxation of Unitholders Resident in Canada – Disposition of Units Prior to the Effective Date*" generally will apply.

Sale of Units to the Purchaser

A Non-Resident Unitholder will not be subject to tax under the Tax Act on any capital gain realized on the sale of Units to the Purchaser provided that, at the time of disposition, the Units are not taxable Canadian property of the Non-Resident Unitholder or are treaty-protected property of the Non-Resident Unitholder.

In the event that Units are taxable Canadian property but not treaty-protected property of a particular Non-Resident Unitholder, the tax consequences described above under "*Principal Canadian Federal Income Tax Considerations – Taxation of Unitholders Resident in Canada – Sale of Units to the Purchaser*" generally will apply.

Dissenting Unitholders

A Non-Resident Unitholder that is a Dissenting Unitholder (a "**Non-Resident Dissenting Unitholder**") will be considered to have disposed of such Non-Resident Dissenting Unitholder's Units to the Purchaser and will have a right to be paid by the Purchaser the fair value of such Units, as determined in accordance with the Plan of Arrangement. A Non-Resident Dissenting Unitholder will not be subject to tax under the Tax Act on any capital gain realized on such disposition provided that, at the time of disposition, the Units are not taxable Canadian property of the Non-Resident Dissenting Unitholder or are treaty-protected property of the Non-Resident Dissenting Unitholder.

In the event that Units are taxable Canadian property but not treaty-protected property of a particular Non-Resident Dissenting Unitholder, the tax consequences described above under "*Principal Canadian Federal Income Tax Considerations – Taxation of Unitholders Resident in Canada - Dissenting Unitholders*" generally will apply.

Distributions

A Non-Resident Unitholder will be subject to withholding tax under Part XIII of the Tax Act at a rate of 25% on the portion of the Trust's income (including the amount of any Special Distribution or Unpaid Permitted Distribution paid to the Non-Resident Unitholder, but excluding taxable capital gains designated by the Trust in respect of the Non-Resident Unitholder) that is paid or credited, or deemed to be paid or credited, to the Non-Resident Unitholder whether that amount is paid or credited, or deemed to be paid or credited, in cash, additional Units or otherwise.

To the extent the Trust designates an amount paid or credited, or an amount deemed to be paid or credited, to the Non-Resident Unitholder as a taxable capital gain of such Unitholder, one-half of the lesser of: (i) twice the amount so designated in respect of such Unitholder and (ii) such Unitholder's *pro rata* portion of the Trust's "TCP gains balance" (within the meaning of the Tax Act) for the taxation year will also be subject to withholding tax under Part XIII of the Tax Act at the rate of 25% if more than 5% of the amounts so designated by the Trust for its taxation year beginning January 1, 2018 and ending on the Effective Date are designated in respect of Unitholders that are either "non-resident persons" or partnerships that are not "Canadian partnerships" (each as defined in the Tax Act). A trust's TCP gains balance generally includes all capital gains (less all capital losses) realized by the trust from the disposition of taxable Canadian property, less amounts deemed to be "TCP gains distributions" (within the meaning of the Tax Act) in previous taxation years.

The 25% rate of withholding tax under Part XIII of the Tax Act may be reduced pursuant to the provisions of an applicable income tax convention. Non-Resident Unitholders should consult their own tax advisors for advice having regard to their particular circumstances, including whether an income tax convention applies.

Part XIII.2 of the Tax Act imposes withholding tax at a rate of 15% (the "**Mutual Fund Withholding Tax**") on any amount paid or credited in respect of a unit of a mutual fund trust that is a "Canadian property mutual fund investment" that is not otherwise subject to tax under Part I or Part XIII of the Tax Act. The Units will be a "Canadian property mutual fund investment" to a Non-Resident Unitholder. The Trust will withhold the Mutual Fund Withholding Tax from any distributions paid or credited by the Trust to a Non-Resident Unitholder, including any Special Distribution and Unpaid Permitted Distributions, that are not otherwise subject to withholding tax under Part XIII of the Tax Act. However, a Non-Resident Unitholder may be able to obtain a refund in respect of its Mutual Fund Withholding Tax if the Non-Resident Unitholder has "Canadian property mutual fund losses" (within the meaning of the Tax Act), which generally would include any losses realized on the disposition of Units. A Non-Resident Unitholder must file a Canadian federal return of income in prescribed form within the prescribed time in order to obtain such a refund. Non-Resident Unitholders are urged to consult their tax advisors in this regard.

Current year Trust distributions (including distributions already received by Non-Resident Unitholders) that might otherwise have been treated as returns of capital and subject to withholding tax under Part XIII.2 of the Tax Act may instead be deducted by the Trust if necessary to ensure that the Trust does not have any income subject to tax under Part I of the Tax Act for its taxation year ending on the Effective Date. Any amounts so deducted by the Trust will be treated as distributions potentially subject to Part XIII withholding tax to Non-Resident Unitholders in the manner described above. Non-Resident Unitholders should consult their own tax advisors regarding the characterization of distributions already received by them in the Trust's current taxation year.

If the Special Distribution is satisfied in Units, the outstanding Units may be consolidated. In such circumstances, and as a result of the withholding tax implications described above, Non-Resident Unitholders would not hold the same number of Units following the consolidation. Non-Resident Unitholders are advised to consult their own tax advisors in this regard.

OTHER TAX CONSIDERATIONS

This Circular does not address any tax considerations of the Arrangement other than certain Canadian federal income tax considerations. Unitholders who are resident or otherwise taxable in jurisdictions other than

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

RISK FACTORS

Unitholders should carefully consider the following risks related to the Arrangement, in addition to the other risks described elsewhere in this Circular, in evaluating whether to approve the Arrangement Resolution. Additional risks and uncertainties, including those currently unknown to or considered immaterial by the Trust may also adversely affect the Arrangement. The following risk factors are not an exhaustive list of all risk factors associated with the Arrangement.

Risks of non-completion of the Arrangement

There are risks to the Trust of the Arrangement not being completed, including the costs to the Trust incurred in pursuing the Arrangement, the consequences and opportunity costs of the suspension of strategic pursuits of the Trust in accordance with the terms of the Arrangement Agreement and the risks associated with the diversion of the Trust management's attention away from the conduct of the Trust's business in the ordinary course.

If the Arrangement is not completed, the market price of the Units may be materially adversely affected. In addition, if the Arrangement is not completed for any reason, there are risks that the announcement of the Arrangement and the dedication of substantial resources of the Trust to the completion thereof could have a negative impact on the Trust's current business relationships and could have a material adverse effect on the current and future operations, financial conditions and prospects of the Trust. If the Arrangement is not completed and the Board decides to seek an alternative transaction, there can be no assurance that it will be able to find a party willing to pay consideration for the Units that is equivalent to, or more attractive than, the Consideration to be received by the Unitholders pursuant to the Arrangement.

Conditions precedent to Closing of the Arrangement may not be satisfied

The completion of the Arrangement is subject to a number of conditions precedent, some of which are outside of the Trust's and the Purchaser's control, including, without limitation, receipt of the Unitholder Approval, receipt of the Final Order, receipt of the Competition Act Approval and Investment Canada Act Approval, and there being no applicable Law or order in effect that makes the consummation of the Arrangement illegal or otherwise restricts, prevents or prohibits the Arrangement. In addition, completion of the Arrangement by the Purchaser is conditional on, among other things, there having not occurred any change, event, state of factors or development that has had or would reasonably be expected to have, individually or in the aggregate, a Trust Material Adverse Effect and the receipt by the Purchaser of a written opinions from KPMG LLP that the U.S. Trust Subsidiary has been organized and operated in conformity with the requirements for qualification and taxation as a U.S. REIT. There can be no certainty, nor can the Trust or the Purchaser provide any assurance, that all conditions precedent to the Arrangement will be satisfied or waived, or, if satisfied or waived, when they will be satisfied or waived, and as such, completion of the Arrangement is uncertain. See "*Arrangement Agreement –Conditions to the Arrangement*".

Termination of the Arrangement Agreement

Each of the Trust and the Purchaser has the right, in certain circumstances, to terminate the Arrangement Agreement. Accordingly, there can be no certainty, nor can the Trust provide any assurance, that the Arrangement Agreement will not be terminated by either of the Trust or the Purchaser prior to the completion of the Arrangement. Further, if the Arrangement Agreement is terminated under certain circumstances, the Trust may be required to pay the Trust Termination Fee or the Purchaser Expenses. See "*Arrangement Agreement – Termination of the Arrangement Agreement*" and "*Arrangement Agreement – Termination Fees*".

No solicitation of other potential buyers of the Trust

Prior to entering into the Arrangement Agreement, the Trust engaged in exclusive negotiations with Blackstone and did not solicit expressions of interest from other potential buyers of the Trust. The Special Committee and the Board concluded, after receiving advice from their financial and legal advisors, that the risks of soliciting expressions of interest from other potential buyers outweighed the benefits of doing so, particularly having regard to the financial and other terms of the Arrangement Agreement. However, there can be no assurance that, if the Trust had solicited expressions of interest from other potential buyers, that one or more of such potential buyers would not have been willing to acquire the Trust on more favourable terms than Blackstone.

Restrictions on the Trust's ability to solicit Acquisition Proposals from other potential purchasers

While the terms of the Arrangement Agreement permit the Trust to consider unsolicited Acquisition Proposals, the Arrangement Agreement restricts the Trust from soliciting third parties to make an Acquisition Proposal. See "*Arrangement Agreement – Restriction on Solicitation of Acquisition Proposals*".

The Trust Termination Fee and the right to match may discourage other parties from making a Superior Proposal

Pursuant to the Arrangement Agreement, as a condition to entering into a definitive agreement in respect of a Superior Proposal, the Trust is required to offer the Purchaser the right to match and to pay the Purchaser the Trust Termination Fee. The right to match and the Trust Termination Fee may discourage other parties from making a Superior Proposal, even if they would otherwise have been willing to acquire the Trust on more favourable terms than the Arrangement. See "*Arrangement Agreement – Obligation of the Board with Respect to its Recommendation and Fiduciary Out*" and "*Arrangement Agreement – Termination Fees*".

The Trust may be required to pay a portion of the Purchaser's expenses if Unitholders do not approve the Arrangement Resolution in certain circumstances

If the Arrangement Agreement is terminated in certain circumstances (including if the Unitholder Approval is not obtained) after an Acquisition Proposal is received by the Trust or publicly announced, the Trust is required to pay to the Purchaser the Purchaser Expenses, up to a maximum of $5,000,000. See "*Arrangement Agreement – Termination of the Arrangement Agreement*" and "*Arrangement Agreement – Termination Fees*".

No right of specific performance

If the Purchaser fails to complete the Arrangement when required to, the Trust is not entitled to specifically enforce the Arrangement Agreement. The Trust's exclusive remedy will be limited to the Purchaser Termination Fee in the circumstances in which it is payable. See "*Arrangement Agreement – Specific Performance*".

Closing may be delayed in certain circumstances

Under the Arrangement Agreement, the Purchaser has the right, subject to the terms and conditions of the Arrangement Agreement, to delay the Effective Date for up to sixty days following the date on which Closing would otherwise occur. If the Purchaser exercises this right, it will delay the payment of the Consideration to Unitholders. In addition, for the Arrangement to be completed on the new Effective Date, the conditions to Closing (including the absence of a Trust Material Adverse Effect and the absence of any applicable Law or order in effect that makes the consummation of the Arrangement illegal or otherwise restricts, prevents or prohibits the Arrangement) must continue to be satisfied as of the new Effective Date. See "*Arrangement Agreement – Effective Date*".

Conduct of the Trust's business

Under the Arrangement Agreement, the Trust must generally conduct its business in the ordinary course, and the Trust is, prior to the completion of the Arrangement or the termination of the Arrangement Agreement,

subject to covenants prohibiting the Trust from taking certain actions without the prior consent of the Purchaser to carry out certain actions, which may delay or prevent the Trust from pursuing business opportunities that may arise or preclude actions that would otherwise be advisable if the Trust were to remain a publicly traded issuer. See "*Arrangement Agreement – Conduct of Business Pending the Arrangement*".

No continued benefit of Unit ownership

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

Purchaser's financing

As of the date of this Circular, the Purchaser has no material assets and requires third party financing from Blackstone and/or one or more external financing sources in order to consummate the Arrangement. If the conditions precedent to the Purchaser's financing are not satisfied, or the Purchaser's financing sources otherwise do not advance the funds the Purchaser requires to consummate the Arrangement, the Purchaser may not be able to complete the Arrangement even if all of the conditions to Closing in the Arrangement Agreement have been satisfied or waived.

The Arrangement will result in tax payable by most Unitholders

The Arrangement will be a taxable transaction for most Unitholders and, as a result, Taxes will generally be required to be paid by such Unitholders on any income and gains that result from receipt of the Consideration under the Arrangement. Unitholders are advised to consult with their own tax advisors to determine the tax consequences of the Arrangement to them. See "*Principal Canadian Federal Income Tax Considerations*".

INFORMATION CONCERNING THE TRUST

General

The Trust is an unincorporated, open-ended investment trust that owns and operates a diversified portfolio of income-producing industrial properties in leading markets across Canada and key distribution and logistics markets in the United States. The Trust is an internally managed Trust and is one of the largest publicly-traded real estate trusts in Canada that offers investors exposure to industrial real estate assets in Canada and the United States.

The Units are listed and posted for trading on the TSX under the symbol "AAR.UN".

The head office of the Trust is located 910-925 West Georgia Street, Vancouver BC V6C 3L2. The Trust is a "mutual fund trust" as defined by the Tax Act, but it is not a "mutual fund" as defined by applicable securities legislation.

Price Range and Trading Volume of Units

The Units are listed and posted for trading on the TSX under the symbol "AAR.UN". The following table shows the monthly range of high and low closing prices per Unit and total monthly volumes traded on the TSX over the twelve months prior to the date hereof.

Month	Price per Unit Monthly High	Price per Unit Monthly Low	Total Monthly Volume
	($)	*($)*	*(Units)*
February, 2017	6.08	5.66	11,735,102
March, 2017	6.24	5.82	20,862,494
April, 2017	6.61	6.06	17,732,201
May, 2017	6.83	6.49	18,610,206
June, 2017	7.07	6.75	19,575,978
July, 2017	6.9	6.37	18,625,371
August, 2017	6.69	6.37	13,600,671
September, 2017	6.65	6.34	12,236,200
October, 2017	6.76	6.36	12,588,215
November, 2017	6.84	6.59	10,170,450
December, 2017	6.79	6.5	11,998,240
January, 2018	8.13	6.655	74,009,237
February, 2018 (through February 15, 2018)	8.09	7.98	15,298,836

Note:

(1) On January 8, 2018, being the last day on which the Units traded prior to the public announcement of the Arrangement, the closing price of the Units on the TSX was $6.72. The Consideration offered in connection with the Arrangement represents a premium of 22% over the 30-day volume weighted average trading price of the Units on the TSX ending on January 8, 2018.

Distributions

The Trust currently pays, and has paid since November 2012, an annualized distribution of $0.312 per Unit, or $0.026 per Unit per month. In accordance with the Arrangement Agreement, during the Interim Period, the Trust may declare regular monthly distributions to Unitholders made in conformity and consistency in all respects with the Trust's monthly distribution policies in effect as at December 31, 2017, which shall not exceed $0.026 per Unit per month. See "*Arrangement Agreement – Distributions by the Trust*".

INFORMATION CONCERNING THE PURCHASER

The Purchaser is an affiliate of Blackstone. Blackstone is a global leader in real estate investing. Blackstone's real estate business was founded in 1991 and has approximately US$115 billion of assets under management. Blackstone's real estate portfolio includes hotel, office, retail, industrial and residential properties in the US, Europe, Asia, Australia and Latin America. Major holdings include Hilton Worldwide, Invitation Homes (single family homes), Logicor (pan-European logistics) and prime office buildings in the world's major cities.

The Purchaser, an unlimited liability company organized under the Laws of the Province of British Columbia, was formed on December 19, 2017, solely for the purpose of engaging in the transactions contemplated by the Arrangement Agreement, and has not engaged in any business activities other than in connection with the transactions contemplated by the Arrangement Agreement.

Both the Purchaser and Blackstone are affiliated with the Guarantor, a Delaware limited partnership. The Guarantor has entered into a Guaranty pursuant to which the Guarantor has guaranteed certain obligations of the

Purchaser under the Arrangement Agreement in the aggregate amount of up to $220,000,000 being an amount equal to the Purchaser Termination Fee and certain other obligations.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed in this Circular, the Trust is not aware of any Trustee, executive officer or any Person who, to the knowledge of the Trustees or officers of the Trust, beneficially owns or controls or exercises discretion over Units carrying more than 10% of the votes attached to the Units, or any associate or affiliate of any of the foregoing, having any material interest, direct or indirect, in any transaction or proposed transaction since January 1, 2017, which has materially affected or would materially affect the Trust or any of its subsidiaries.

AUDITORS

KPMG LLP are the auditors of the Trust and are independent of the Trust within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accounts of Ontario. KPMG LLP were first appointed auditors of the Trust in June 2007.

ADDITIONAL INFORMATION

Additional information relating to the Trust may be found on SEDAR at www.sedar.com. Additional financial information is provided in the Trust's comparative financial statements and management's discussion and analysis for the Trust's most recently completed financial year. A copy of the Trust's financial statements and management's discussion and analysis is available, free of charge, upon written request to Teresa Neto, Chief Financial Officer of the Trust, Suite 2100, 121 King Street West, Toronto, Ontario, M5H 3T9. These documents are also available on SEDAR at www.sedar.com and on the Trust's website at www.piret.ca.

BOARD OF TRUSTEES' APPROVAL

The undersigned hereby certifies that the contents and the sending of this Circular have been approved by the Trustees.

DATED at Vancouver, British Columbia, this 15th day of February, 2018.

BY ORDER OF THE TRUSTEES

"T. Richard Turner"

(signed) T. Richard Turner
Chairman of the Board

CONSENT OF BMO NESBITT BURNS INC.

To: The Special Committee of the Board of Trustees and the Board of Trustees of Pure Industrial Real Estate Trust

Reference is made to the fairness opinion dated January 8, 2018 (the "**BMO Fairness Opinion**"), which BMO Nesbitt Burns Inc. ("**BMO Capital Markets**") prepared for the special committee of the board of trustees (the "**Special Committee**") and the board of trustees (the "**Board of Trustees**") of Pure Industrial Real Estate Trust (the "**Trust**") in connection with the proposed plan of arrangement under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia), pursuant to which BPP Pristine Holdings ULC will, among other things, acquire all of the class A units of the Trust (each, a "**Unit**") for consideration of $8.10 per Unit in cash. The BMO Fairness Opinion was given as of January 8, 2018 and remains subject to the assumptions, qualifications and limitations contained therein.

We consent to the inclusion in the management information circular of the Trust dated February 15th, 2018 (the "**Circular**") of the BMO Fairness Opinion and a summary of the BMO Fairness Opinion and to the references to our firm name and the BMO Fairness Opinion in the Circular. In providing such consent, BMO Capital Markets does not intend that any person or persons other than the Special Committee and the Board of Trustees shall be entitled to rely upon the BMO Fairness Opinion.

All terms used but not defined herein have the meanings ascribed thereto in the Circular.

DATED at Toronto, Ontario, Canada this 15th day of February, 2018.

"BMO Nesbitt Burns Inc."

BMO Nesbitt Burns Inc.

CONSENT OF GREENHILL & CO. CANADA LTD.

To: The Special Committee of the Board of Trustees and the Board of Trustees of Pure Industrial Real Estate Trust

Reference is made to the fairness opinion dated January 8, 2018 (the "**Greenhill Fairness Opinion**"), which Greenhill & Co. Canada Ltd. ("**Greenhill**") prepared for the special committee of the board of trustees (the "**Special Committee**") and the board of trustees (the "**Board of Trustees**") of Pure Industrial Real Estate Trust (the "**Trust**") in connection with the proposed plan of arrangement under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia), pursuant to which BPP Pristine Holdings ULC will, among other things, acquire all of the class A units of the Trust (each, a "**Unit**") for consideration of $8.10 per Unit in cash. The Greenhill Fairness Opinion was given as of January 8, 2018 and remains subject to the assumptions, qualifications and limitations contained therein.

We consent to the inclusion in the management information circular of the Trust dated February 15th, 2018 (the "**Circular**") of the Greenhill Fairness Opinion and a summary of the Greenhill Fairness Opinion and to the references to our firm name and the Greenhill Fairness Opinion in the Circular. In providing such consent, Greenhill does not intend that any person or persons other than the Special Committee and the Board of Trustees shall be entitled to rely upon the Greenhill Fairness Opinion.

All terms used but not defined herein have the meanings ascribed thereto in the Circular.

DATED at Toronto, Ontario, Canada this 15th day of February, 2018.

"Greenhill & Co. Canada Ltd."

Greenhill & Co. Canada Ltd.

SCHEDULE "A"
GLOSSARY OF TERMS

Unless the context otherwise requires or where otherwise provided, the following words and terms shall have the meanings set forth below when used in the Circular.

"**Acquisition Proposal**" means any inquiry, offer or proposal regarding any of the following (other than the Arrangement) involving any of the Trust or any Trust Subsidiary: (i) any arrangement, amalgamation, merger, consolidation, share exchange, recapitalization, dissolution, liquidation, business combination or other similar transaction involving the Trust; (ii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition, directly or indirectly, by arrangement, amalgamation, merger, consolidation, sale of equity interests, share exchange, joint venture, business combination or otherwise, of 15% or more of the consolidated assets of the Trust and the Trust Subsidiaries, taken as a whole (as determined on a book-value basis (including Indebtedness secured solely by such assets)), in a single transaction or series of related transactions; (iii) any issue, sale or other disposition (including by way of arrangement, amalgamation, merger, consolidation, sale of equity interests, share exchange, joint venture, business combination or otherwise) of securities (or options, rights or warrants to purchase, or securities convertible into, such securities) representing 15% or more of the voting power of the Trust or any Trust Subsidiary; (iv) any take-over bid, securities exchange take-over bid, tender offer or exchange offer for 15% or more of any class of equity security of the Trust or any Trust Subsidiary; (v) any other transaction or series of related transactions pursuant to which any third party proposes to acquire control of assets of the Trust and any other Trust Subsidiary having a fair market value equal to or greater than 15% of the fair market value of all of the assets of the Trust and the Trust Subsidiaries, taken as a whole, immediately prior to such transaction; or (vi) any public announcement of a proposal, plan or intention to do any of the foregoing or any agreement to engage in any of the foregoing.

"**Adoption Notice**" has the meaning specified under "*Dissent Rights*".

"**Adverse Recommendation Change**" has the meaning specified under *"The Arrangement – Obligation of the Board of Trustees with Respect to its Recommendation and Fiduciary Out".*

"a**ffiliate**" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first-mentioned Person.

"**AFFO**" has the meaning specified under "*The Arrangement – Fairness Opinions – BMO Fairness Opinions – Approach to Fairness and Analysis – Comparable Company Trading Analysis".*

"**allowable capital loss**" has the meaning specified under "*Principal Canadian Federal Income Tax Considerations – Taxation of Unitholders Resident in Canada – Capital Gains and Capital Losses*".

"**Alternative Acquisition Agreement**" has the meaning specified under "*Arrangement Agreement – Restriction on Solicitation of Acquisition Proposals*".

"**ARC**" means an advance ruling certificate issued by the Commissioner pursuant to section 102 of the Competition Act in respect of the transactions contemplated by the Arrangement Agreement, such certificate having not been modified or withdrawn prior to the Closing.

"**Arrangement**" means the arrangement of CanCo SPV under Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement or made at the direction of the Court in the Final Order.

"**Arrangement Agreement**" means the arrangement agreement dated January 8, 2018, as amended, by and among the Trust, CanCo SPV and the Purchaser, as it may be further amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"**Arrangement Resolution**" means the special resolution of Unitholders approving the Arrangement which is to be considered at the Meeting, which is attached as Schedule "B" hereto.

"**Assumption Documents**" means a written statement or documents from an Existing Lender: (i) confirming (A) that, other than the Existing Loan Documents, there are no documents or agreements to which the Trust or any of the Trust Subsidiaries is currently bound in favour of such Existing Lender with respect to the Existing Indebtedness, (B) the amount of the Existing Indebtedness, (C) the date to which interest and principal has been paid, and (D) the amount of any escrows being held by such Existing Lender under the Existing Loan Documents; and (ii) consenting to (A) the assumption of the Existing Indebtedness and the consummation of the Arrangement and the other transactions contemplated by the Arrangement Agreement, and (B) to the modifications of the Existing Loan Documents that the Purchaser may reasonably request after the date of the Arrangement Agreement.

"**BCBCA**" means *Business Corporations Act* (British Columbia).

"**Beneficial Unitholder**" has the meaning specified under "*Solicitation of Proxies and Voting at the Meeting – Beneficial Unitholders*".

"**Blackstone**" means The Blackstone Group L.P.

"**BMO Capital Markets**" means BMO Nesbitt Burns Inc.

"**BMO Engagement Agreement**" has the meaning specified under "*The Arrangement – Fairness Opinions – BMO Fairness Opinions – Engagement of BMO Capital Markets".*

"**BMO Fairness Opinion**" means the opinion of BMO Capital Markets, dated as of January 8, 2018, a copy of which is attached hereto as Schedule "D".

"**BMO Fairness Opinion Information**" has the meaning specified under "*The Arrangement – Fairness Opinions – BMO Fairness Opinions – Assumptions and Limitations".*

"**Board**" means the board of trustees of the Trust, as the same is constituted from time to time.

"**Broadridge**" has the meaning specified under "*Solicitation of Proxies and Voting at the Meeting – Beneficial Unitholders*".

"**Business Day**" means a day other than Saturday, Sunday or any day on which banks located in Vancouver, British Columbia or in New York, New York are authorized or obligated by applicable Law to close.

"**CanCo SPV**" means PIRET Holdings (Canada) Ltd., a corporation existing under the laws of the Province of British Columbia.

"**CanCo SPV Preferred Shares**" means the new class of preferred shares, without par value, in the capital of CanCo SPV created and issued pursuant to the Arrangement and having the rights and restrictions set out in Exhibit A of the Plan of Arrangement.

"**Capital Expenditure**" means all allowances (including tenant allowances), expenditures and fundings other than those relating to the Development Projects which are shown on the Development Expenditure Budget by the Trust or a Trust Subsidiary, which remain to be funded through to the completion of the corresponding work or project.

"**Capital Expenditure Budget**" means the capital expenditure budget set forth in the Trust Disclosure Letter.

"**CDS**" has the meaning specified under "*Solicitation of Proxies and Voting at the Meeting – Beneficial Unitholders*".

"**Circular**" means this management information circular dated February 15th, 2018, together with all schedules and appendices hereto and documents incorporated herein by reference, distributed by the Trust in connection with the Meeting.

"**Closing**" means the closing of the Arrangement.

"**Commissioner**" means the Commissioner of Competition appointed under subsection 7(1) of the Competition Act and includes any Person designated by the Commissioner to act on his behalf.

"**Comparable Companies Approach**" has the meaning specified under "*The Arrangement – Fairness Opinions – Greenhill Fairness Opinion – Comparable Companies Analysis*".

"**Compensation Plan Awards**" means the Unit Options, Deferred Units, Restricted Units and Performance Units, or any one of them.

"**Competition Act**" means the *Competition Act* (Canada).

"**Competition Act Approval**" means that the Commissioner: (a) shall have issued an Advance Ruling Certificate; or (b) the applicable waiting period under section 123 of the Competition Act shall have expired or been terminated by the Commissioner, or the obligation to submit a notification shall have been waived under paragraph 113(c) of the Competition Act, and the Commissioner shall have issued a No-Action Letter.

"**Confidentiality Agreement**" means the confidentiality agreement entered into between the Trust and Blackstone Real Estate Advisors L.P., dated December 8, 2017, as amended.

"**Consideration**" means $8.10 in cash per Unit.

"**Continuing Trust Employee**" has the meaning specified in "*Arrangement Agreement – Employee Matters*".

"**Contract**" means any binding agreement, contract, lease (whether for real or personal property), commitment, note, bond, mortgage, indenture, deed of trust, loan or evidence of Indebtedness, to which a Person is a party or to which the properties or assets of such Person are subject, whether oral or written.

"**Court**" means the Supreme Court of British Columbia.

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

"**D&O Insurance**" has the meaning specified under "*Arrangement Agreement – Insurance and Indemnification of Trustees and Officers*".

"**DCF**" has the meaning specified under "*The Arrangement – Fairness Opinions – BMO Fairness Opinions – Approach to Fairness and Analysis*".

"**DDM**" has the meaning specified under "*The Arrangement – Fairness Opinions – Greenhill Fairness Opinion – Fairness Methodologies*".

"**Declaration of Trust**" means the amended and restated declaration of trust of the Trust dated May 10, 2017.

"**Deferred Unit**" means a deferred Unit of the Trust issued pursuant to the Deferred Unit Plan.

"**Deferred Unit Payment**" has the meaning specified in "*The Arrangement – Arrangement Steps*".

"**Deferred Unit Plan**" means the Deferred Unit Plan adopted by the Trust effective as of January 1, 2017.

"**Demand Notice**" has the meaning specified under "*Dissent Rights*".

"**Depositary**" means Computershare Trust Company of Canada, in its capacity as depositary for the Arrangement.

"**Depositary Agreement**" means the depositary agreement to be entered into by the Trust, the Purchaser and the Depositary.

"**Development Expenditure**" means expenditures and fundings (capital or otherwise) by the Trust or a Trust Subsidiary which remain to be funded through to the completion of the corresponding work or project, in connection with Development Projects.

"**Development Expenditure Budget**" means the development expenditure budget set forth in the Trust Disclosure Letter."

"**Development Projects**" means developments, redevelopments and any projects that are in pre-development on, relating to or adjacent to any Trust Real Property.

"**Dissent Notice**" has the meaning specified under "*Dissent Rights*".

"**Dissent Rights**" has the meaning specified under "*Dissent Rights*".

"**Dissent Units**" has the meaning specified under "*Dissent Rights*".

"**Dissenting Unitholder**" has the meaning specified under "*Dissent Rights*".

"**Effective Date**" has the meaning specified under "*Arrangement Agreement – Effective Date".*

"**Effective Time**" has the meaning specified under "*Arrangement Agreement – Effective Date*".

"Environmental Laws" means all Laws and agreements with Governmental Entities which: (a) regulate or relate to (i) the protection or clean-up of the environment, (ii) occupational safety and health in respect of any harmful or deleterious materials, or (iii) the treatment, storage, transportation, handling, exposure to, disposal or Release of any harmful or deleterious materials or (b) impose` liability (including for enforcement, investigatory costs, cleanup, removal or response costs, natural resource damages, contribution, injunctive relief, personal injury or property damage) with respect to any of the foregoing.

"**excepted Units**" means Units that are not in a book-based system administered by CDS.

"**Exchange Act**" means the *U.S. Securities Exchange Act of 1934*, as amended.

"**Existing Indebtedness**" means Indebtedness for borrowed money in excess of $2,500,000 of the Trust or any of the Trust Subsidiaries, whether unsecured or secured.

"**Existing Lender**" means each of the Trust's and the Trust Subsidiaries' lenders under the Existing Loan Documents.

"**Existing Loan Documents**" means the Contracts which evidence Existing Indebtedness.

"**Expense Amount**" has the meaning specified under "Arrangement Agreement – Termination Fees".

"**Fairness Opinions**" means the fairness opinions of BMO Capital Markets and Greenhill, in each case substantially to the effect that, as of the date of such opinions and based on and subject to the limitations, qualifications and assumptions set forth therein, the Consideration to be received by the Unitholders pursuant to the Arrangement is

fair, from a financial point of view, to such Unitholders; "**Fairness Opinion**" means either one of them, as the context indicates.

"**Final Order**" means the final order of the Court pursuant to section 291 of the BCBCA approving the Arrangement, as such order may be amended, modified, supplemented or varied by the Court at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal.

"**Financing**" has the meaning specified under "*Arrangement Agreement – Financing Cooperation*".

"**Forecasts**" has the meaning specified under "*The Arrangement – Fairness Opinions – Scope of Review*".

"**Form of Proxy**" means the form of proxy accompanying this Circular.

"**Goodmans**" means Goodmans LLP.

"**Governmental Entity**" means: (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission (including any securities commission or similar regulatory authority), board, bureau, ministry, minister, agency or instrumentality, domestic or foreign, (ii) any subdivision, agent or authority of any of the above, (iii) any quasi-governmental body, professional body or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange.

"**Greenhill**" means Greenhill & Co. Canada Ltd.

"**Greenhill Engagement Agreement**" has the meaning specified under "*The Arrangement – Fairness Opinions – Greenhill Fairness Opinion*".

"**Greenhill Fairness Opinion**" means the opinion of Greenhill, dated as of January 8, 2018, a copy of which is attached hereto as Schedule "E".

"**Ground Lease**" means each ground lease pursuant to which the Trust or a Trust Subsidiary is a lessee (or sublessee) as of the date of the Arrangement Agreement, including each amendment or guaranty or any other agreement related thereto.

"**Ground Leased Real Property**" means real property interests, as the context may require, in which the Trust or a Trust Subsidiary holds as a lessee or sublessee a ground lease or ground sublease interest.

"**Guarantor**" means Blackstone Property Partners Lower Fund 2 L.P.

"**Guaranty**" means the guaranty entered into between the Trust, as the guaranteed party, and the Guarantor, dated January 8, 2018.

"**IFRS**" means International Financial Reporting Standards.

"**IIROC**" means the Investment Industry Regulatory Organization of Canada.

"Indebtedness" means, with respect to any Person, without duplication: (a) all obligations of such Person and its Subsidiaries for borrowed money, including obligations evidenced by notes, bonds, debentures or other similar instruments, (b) all reimbursement obligations of such Person and its Subsidiaries under letters of credit to the extent such letters of credit have been drawn, (c) obligations of such Person and its Subsidiaries in respect of interest rate, currency or other swaps, hedges or similar derivative arrangements, (d) all capital lease obligations of such Person and its Subsidiaries, (e) all obligations of such Person and its Subsidiaries for guarantees of another Person in respect of any items set forth in clauses (a) through (d), and (f) all outstanding prepayment premium

obligations of such Person and its Subsidiaries, if any, and accrued interest, fees and expenses related to any of the items set forth in clauses (a) through (c). For the avoidance of doubt, "Indebtedness" shall not include any liability for Taxes and shall not include any Indebtedness from the Trust to a wholly-owned Trust Subsidiary (or vice versa) or between wholly-owned Trust Subsidiaries.

"**Indemnified Liabilities**" has the meaning specified under "*Arrangement Agreement – Insurance and Indemnification of Trustees and Officers*".

"**Indemnified Party**" or **"Indemnified Parties**" has the meaning specified under "*Arrangement Agreement – Insurance and Indemnification of Trustees and Officers*".

"**Information**" has the meaning specified under "*The Arrangement – Fairness Opinions – Scope of Review*".

"**Inquiry**" has the meaning specified under "*Arrangement Agreement – Restriction on Solicitation of Acquisition Proposals*".

"**Intellectual Property**" means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including trade secrets, confidential information and know-how; (iii) copyrights, copyright registrations and applications for copyright registration; and (iv) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing.

"**Interested Parties**" has the meaning specified under "*The Arrangement – Fairness Opinions – BMO Fairness Opinions – Independence of BMO Capital Markets".*

"**Interim Order**" means the interim order of the Court made in connection with the Arrangement and providing for, among other things, the calling and holding of the Meeting, as the same may be amended, modified, supplemented or varied by the Court.

"**Interim Period**" has the meaning specified under "*Arrangement Agreement – Conduct of Business Pending the Arrangement*".

"**Intermediary**" means an intermediary with which a Beneficial Unitholder may deal, including banks, trust companies, securities dealers or brokers and trustees or administrators of self-directed trusts governed by RRSPs, RRIFs, RESPs (each as defined in the Tax Act) and similar plans, and their nominees.

"**Investment Canada Act**" means the *Investment Canada Act* (Canada).

"**Investment Canada Act Approval**" means approval or deemed approval pursuant to the Investment Canada Act by the responsible Minister under the Investment Canada Act, or any Person delegated to act on behalf of the responsible Minister.

"**Joint Venture Agreements**" means the organizational and other governing documents of a JV Entity or similar vehicle which is owned directly or indirectly by the Trust and one or more Participation Parties or other third parties.

"**JV Entity**" means all Persons, other than the Trust Subsidiaries, in which the Trust or any Trust Subsidiary has an equity interest as of the date of the Arrangement Agreement recorded on the Trust's most recent balance sheet in an amount in excess of $1,000,000.

"**Law**" means any federal, provincial, state, local or foreign law (including common law), statute, code, directive, ordinance, rule, regulation, order, judgment, writ, stipulation, award, injunction or decree.

"**Letter of Transmittal**" means the letter of transmittal, on terms and conditions not inconsistent with the Arrangement Agreement and this Plan of Arrangement, to be delivered by the Trust to Unitholders providing for delivery of the certificates representing the Unitholder's Units to the Depositary.

"**Lien**" means any lien, mortgage, pledge, security instrument, title charges which are liens, claims against title, conditional or installment sale agreement, restriction on transfer, purchase option, right of first refusal, easement, security interest, charge, encumbrance, deed of trust, right-of-way, encroachment or other encumbrance of any nature, whether voluntarily incurred or arising by operation of Law.

"**Material Space Lease**" means any one or more leases, subleases, licenses or occupancy agreements of a particular real property (other than Ground Leases) under which the Trust or any Trust Subsidiary is the landlord or sub-landlord or serves in a similar capacity, (x) providing for annual rentals of $750,000 or more or (y) relating to an individual real property comprising more than 80,000 square feet of space.

"**Material Trust Lease**" means any lease, sublease or occupancy agreement of real property (other than Ground Leases) under which the Trust or any Trust Subsidiary is the tenant or subtenant or serves in a similar capacity, (x) providing for annual rentals of $25,000 or more or (y) relating to real property comprising more than 5,000 square feet of space; provided that any such lease, sublease or occupancy agreement between the Trust and any Trust Subsidiary or between Trust Subsidiaries shall not constitute a Material Trust Lease.

"**Maximum Amount**" has the meaning specified under "*Arrangement Agreement - Insurance and Indemnification of Trustees and Officers*".

"**Meeting**" means the special meeting of Unitholders to be held on March 23, 2018, and any adjournment or postponement thereof.

"**MI 61-101**" has the meaning specified under "*The Arrangement – Legal and Regulatory Matters – Canadian Securities Law Matters*".

"**Minister**" means the Minister responsible under the Investment Canada Act.

"**Mutual Fund Withholding Tax**" has the meaning specified under "*Principal Canadian Federal Income Tax Considerations – Taxation of Unitholders Not Resident in Canada – Distributions*".

"**NAV**" has the meaning specified under "*The Arrangement – Fairness Opinions – Greenhill Fairness Opinion – Fairness Methodologies*".

"**NAVPU**" has the meaning specified under "*The Arrangement – Fairness Opinions – BMO Fairness Opinions – Approach to Fairness and Analysis – Comparable Company Trading Analysis".*

"**New CanCo**" means BPP Pristine Acquisition ULC, an unlimited liability company organized under the Laws of the Province of British Columbia and a wholly-owned subsidiary of Purchaser.

"**NI 54-101**" means National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer*.

"**No-Action Letter**" has the meaning specified under "The Arrangement – Legal and Regulatory Matter – Competition Act Approval".

"**NOBOs**" has the meaning specified under "*Solicitation of Proxies and Voting at the Meeting – Beneficial Unitholders*".

"**NOI**" has the meaning specified under "*The Arrangement – Fairness Opinions – Greenhill Fairness Opinion – Net Asset Value Analysis*".

"**Non-Resident Dissenting Unitholder**" has the meaning specified under "*Principal Canadian Federal Income Tax Considerations – Taxation of Unitholders Not Resident in Canada – Dissenting Unitholders*".

"**Non-Resident Unitholder**" has the meaning specified under "*Principal Canadian Federal Income Tax Considerations – Taxation of Unitholders Not Resident in Canada*".

"**Notice of Change of Recommendation**" has the meaning specified under "*Arrangement Agreement – Obligation of the Board of Trustees with Respect to its Recommendation and Fiduciary Out*".

"**Notice of Meeting**" means the notice of the Meeting accompanying the Circular.

"**Notifications**" has the meaning specified under "*The Arrangement – Regulatory Matter – Competition Act Approval*".

"**Notifiable Transaction**" has the meaning specified under "*The Arrangement – Regulatory Matter – Competition Act Approval*".

"**OBOs**" has the meaning specified under "*Solicitation of Proxies and Voting at the Meeting – Beneficial Unitholders*".

"**Original Effective Date**" has the meaning specified under "*The Arrangement – Effective Date*".

"**OSA**" means the *Securities Act* (Ontario).

"**Outside Date**" means July 9, 2018.

"**Owned Real Property**" means all real property owned by the Trust or any Trust Subsidiary in fee as of the date of the Arrangement Agreement.

"**Participation Agreements**" means any contract or agreement with any Participation Party which provides for a right of such Participation Party to a Participation Interest.

"**Participation Interest**" means a right to participate, invest, join, partner, have any material interest in (whether characterized as a contingent fee, profits interest, equity interest or otherwise) or have the right to any of the foregoing in any proposed or anticipated investment opportunity, joint venture, partnership or any other current or future transaction or property in which the Trust or any Trust Subsidiary has or will have a material interest, including those transactions or properties identified, sourced, produced or developed by such Participation Party.

"**Participation Party**" means any Person other than the Trust or a wholly-owned Trust Subsidiary party to a Participation Agreement.

"**Parties**" means the Trust, CanCo SPV and the Purchaser, and "**Party**" means any one of them, as the context requires.

"**Payment Offer**" has the meaning specified under "*Dissent Rights*".

"**Performance Factor**" means: (a) in respect of any Performance Unit grant made on March 13, 2015, the number of outstanding Performance Units in respect of such grant multiplied by a payout multiplier of 2.0; (b) in respect of any Performance Unit grant made on June 25, 2015, the number of outstanding Performance Units in respect of such grant multiplied by a payout multiplier of 2.0; (c) in respect of any Performance Unit grant made on February 18, 2016, the number of outstanding Performance Units in respect of such grant multiplied by a payout multiplier of 1.8; and (d) in respect of any Performance Unit grant made on March 7, 2017, the number of outstanding Performance Units in respect of such grant multiplied by a payout multiplier of 1.5.

"**Performance Unit**" means a restricted unit issued pursuant to the Restricted Unit Plan that is subject to a performance factor.

"**Performance Unit Payment**" has the meaning specified under "*The Arrangement – Arrangement Steps*".

"**Permitted Distribution**" means declared regular monthly distributions by the Trust to Unitholders, during the Interim Period, made in conformity and consistency in all respects with the Trust's monthly distribution policies in effect as at December 31, 2017, including declaration, record and payment dates for determination of Unitholders entitled to such distributions, but not to exceed $0.026 per Unit per month.

"**Permitted Liens**" means: (a) statutory Liens for Taxes, assessments or other charges by Governmental Entities not yet due and payable or the amount or validity of which are being contested in good faith and for which adequate reserves have been established on the Trust Financial Statements in accordance with IFRS (to the extent required by IFRS), (b) mechanics', workmen's, repairmen's, carriers' or warehousemen's Liens (i) arising in the usual, regular and ordinary course for amounts not yet due and payable or the amount or validity of which are being contested in good faith and for which adequate reserves have been established on the Trust Financial Statements in accordance with IFRS (to the extent required by IFRS) or (ii) arising in connection with construction in progress for amounts not yet due and payable, (c) Liens for which title insurance coverage has been obtained pursuant to a Trust title insurance policy prior to the of the Arrangement Agreement, (d) easements whether or not shown by the public records, overlaps, encroachments and any matters not of record that would be disclosed by an accurate survey or a personal inspection of the property (other than such matters that, individually or in the aggregate, materially adversely impair the current use, operation or value of the subject real property), (e) Liens securing mortgages and deeds of trust which secure certain mortgage loans listed in the Trust Disclosure Letter or Trust Material Contracts or that the Trust or a Trust Subsidiary is permitted to enter into pursuant to the terms of Section 4.1 of the Arrangement Agreement, (f) (i) rights of tenants under Trust Space Leases, as tenants only, and (ii) rights of other parties in possession that do not materially and adversely impair the current use, operation or value of the subject real property and, in the case of (ii), without any right of first refusal, right of first offer or other option to purchase any Trust Real Property (or any portion thereof), (g) title to any portion of any owned or leased real property lying within the boundary of any public or private road, easement or right of way, (h) Liens created, imposed or promulgated by Law or by any Governmental Entities, including zoning regulations, use restrictions and building codes, (i) such other non-monetary Liens or imperfections of title, easements, covenants, rights of way, restrictions and other similar charges or encumbrances disclosed in policies or commitments of title insurance that, individually or in the aggregate, do not, and would not reasonably be expected to, materially impair the existing use (or if such real property is vacant, the intended use), operation or value of, the property or asset affected by the applicable Lien, (j) Liens, rights or obligations created by or resulting from the acts or omissions of the Purchaser or any of its affiliates and their respective investors, lenders, employees, officers, directors, members, unitholders, partners, agents, representatives, contractors, invitees or licensees or any Person claiming by, through or under any of the foregoing, and (k) any other non-monetary Liens that individually or in the aggregate, would not reasonably be expected to materially adversely impair the current use (or if such real property is vacant, the intended use), operation or value of the subject real property.

"**Person**" includes an individual, general partnership, limited partnership, corporation, company, limited liability company, body corporate, joint venture, unincorporated organization, other form of business organization, trust, trustee, executor, administrator or other legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status.

"**Petition to the Court and Notice of Hearing of Petition**" means the Petition to the Court and the Notice of Hearing of Petition attached to this Circular as Schedule "G".

"**Plan of Arrangement**" means the plan of arrangement, substantially in the form of Schedule "C" hereto, and any amendments or variations thereto made in accordance with the Arrangement Agreement and the Plan of Arrangement or upon the direction of the Court (with the prior written consent of the Trust and the Purchaser, each acting reasonably) in the Final Order.

"**Precedent Transactions Approach**" has the meaning specified under "*The Arrangement – Fairness Opinions – Greenhill Fairness Opinion – Precedent Transaction Analysis*".

"**Proxy Solicitation Agent**" has the meaning specified under "*Solicitation of Proxies and Voting at the Meeting – Solicitation of Proxies*".

"**Public Disclosure**" means all documents filed by or on behalf of the Trust on SEDAR, and publicly available, prior to the date of the Arrangement Agreement.

"**Purchaser**" means BPP Pristine Holdings ULC, an unlimited liability company organized under the Laws of the Province of British Columbia.

"**Purchaser Expenses**" means the Purchaser's reasonable, actual and documented out-of-pocket expenses incurred prior to the termination of the Arrangement Agreement.

"**Purchaser Termination Fee**" has the meaning specified under "*Arrangement Agreement – Termination Fees – Termination Fee Payable by the Purchaser*".

"Registered Unitholder" means a Person who or which is a registered holder of Units.

"**REIT**" means real estate investment trust.

"**Representative**" means, with respect to any Person, such Person's directors, trustees, partners, managers, officers, employees, consultants, advisors (including counsel, accountants, investment bankers, experts, consultants and financial advisors), agents and other representatives and, in the case of the Purchaser, its financing sources.

"**Resident Dissenting Unitholder**" has the meaning specified under "*Principal Canadian Federal Income Tax Considerations – Taxation of Unitholders Resident in Canada – Dissenting Unitholders*".

"**Resident Unitholder**" has the meaning specified under "*Principal Canadian Federal Income Tax Considerations – Taxation of Unitholders Resident in Canada".*

"**Response to Petition**" means a response to petition in the form required by the British Columbia Supreme Court Civil Rules.

"**Restricted Unit**" means a restricted unit issued pursuant to the restricted unit plan approved by the Unitholders on May 28, 2015.

"**Restricted Unit Payment**" has the meaning specified in "*The Arrangement – Arrangement Steps*".

"**Restricted Unit Plan**" means the Restricted Unit Plan approved by the Unitholders on May 28, 2015.

"**Restructuring Transaction**" has the meaning specified under "*Arrangement Agreement – Pre-Closing Transactions*".

"**Reviewable Transaction**" has the meaning specified in "*The Arrangement – Legal and Regulatory Matters – Investment Canada Act Approval*".

"**Rights Plan**" means that certain Unitholder Rights Plan Agreement, dated as of May 13, 2013, between the Trust and Computershare Investor Services Inc., as amended May 13, 2016.

"**Secondary Purchased Unitholders**" means the first 175 Unitholders that would be named on a list of Unitholders made in reverse rank order of number of Units held each of which (a) has not executed a trade in respect of its

Units on or before the disposition of its Units pursuant to the Arrangement, and (b) holds, immediately prior to the time of Step 3.1(n) of the Plan of Arrangement, (i) not less than 100 Units, and (ii) Units having an aggregate fair market value of not less than $500; provided that in determining such reverse rank order, if there are Unitholders that own the same number of Units, those Unitholders will be ranked in alphabetical order.

"**Secondary Purchased Units**" means, in aggregate, the Units held by the Secondary Purchased Unitholders.

"**Securities Authority**" means the British Columbia Securities Commission and any other applicable securities commissions or securities regulatory authority of a province or territory of Canada.

"**Securities Laws**" means the *Securities Act* (British Columbia), regulations and rules thereunder and similar Laws in the other provinces and territories of Canada.

"**SEDAR**" means the System for Electronic Document Access and Retrieval of the Canadian Securities Administrators.

"**Service Provider**" means any employee, director, trustee or individual independent contractor of the Trust or any Trust Subsidiaries.

"**Special Committee**" has the meaning specified under "*The Arrangement – Background to the Arrangement*".

"**Special Distribution**" has the meaning specified under "*Principal Canadian Federal Income Tax Considerations – Taxation of the Trust*".

"**Subsidiary**" means, with respect to a Person, another Person at least 50% of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions is owned or controlled directly or indirectly by such first Person and/or by one or more of its Subsidiaries or of which such first Person and/or one of its Subsidiaries serves as a general partner (in the case of a partnership) or a manager or managing member (in the case of a limited liability entity) or similar function.

"**Superior Proposal**" means a *bona fide* written Acquisition Proposal (except that, for purposes of this definition, the references in the definition of "Acquisition Proposal" to "15%" shall be replaced by "100%") made by a third party on terms that the Board determines in good faith, after consultation with the Trust's outside legal counsel and financial advisors, (A) would result, if consummated, in a transaction that is more favourable to the Unitholders (solely in their capacity as such) from a financial point of view than the Arrangement and (B) is reasonably likely to be consummated, after taking into account (x) the financial, legal, regulatory and any other aspects of such proposal, (y) the likelihood and timing of consummation (as compared to the Arrangement) and (z) any changes to the terms of the Arrangement Agreement proposed by the Purchaser and any other information provided by the Purchaser (including pursuant to Section 4.4 of the Arrangement Agreement).

"**Tax**" and "**Taxes**" means: (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; and (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii).

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

"**Tax Proposals**" has the meaning specified under "*Principal Canadian Federal Income Tax Considerations*".

"**Tax Return**" means any and all returns, reports, declarations, elections, notices, forms, designations, filings, and statements (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) filed or required to be filed in respect of Taxes (including any attachments or schedules thereto, and any amendments thereof).

"**Transaction Litigation**" means, with respect to either Party, lawsuits or other legal proceedings against it or any of its affiliates relating to or challenging the Arrangement Agreement or the consummation of the Arrangement.

"**Transfer Agent**" means Computershare Investor Services Inc., in its capacity as transfer agent for the Arrangement.

"**Transfer Right**" means, with respect to the Trust or any Trust Subsidiary, a buy/sell, put option, call option, option to purchase, a marketing right, a forced sale, tag or drag right or a right of first offer, right of first refusal or right that is similar to any of the foregoing, pursuant to the terms of which the Trust or any Trust Subsidiary, on the one hand, or another Person, on the other hand, could be required to purchase or sell the applicable equity interests of any Person, any Trust Real Property or any other asset to which such right relates.

"**Trust**" means Pure Industrial Real Estate Trust or, where the context so requires, the Trustees acting in their capacity as trustees of the Trust.

"**Trust Disclosure Letter**" means the disclosure letter delivered by the Trust to the Purchaser in connection with the execution and delivery of the Arrangement Agreement, including the documents attached to or incorporate by reference in such disclosure letter, dated January 8, 2018.

"**Trust Employee Benefit Plan**" means any material employee benefit plans, programs, policies, agreements or other arrangements or payroll practices that apply to current Service Providers including bonus plan, fringe benefits, executive compensation, consulting or other compensation agreements, change in control agreements, incentive, equity or equity-based compensation, deferred compensation arrangements, stock purchase, severance pay, sick leave, vacation pay, salary continuation, hospitalization, medical benefits, life insurance, other welfare benefits, cafeteria, scholarship programs, trustees' and directors' benefit, bonus or other incentive compensation, which the Trust or any Trust Subsidiary maintains, contributes to or has any obligation to contribute to or with respect to which the Trust or any Trust Subsidiary has any direct or indirect liability.

"**Trust Filings**" means all documents required to be filed or furnished by the Trust with any Securities Authority since January 1, 2015.

"**Trust Financial Statements**" means the audited consolidated financial statements and unaudited consolidated interim financial statements of the Trust (including, in each case, any notes and schedules thereto) and the consolidated Trust Subsidiaries included in or incorporated by reference into the Trust Filings.

"**Trust Leases**" means each lease or sublease of all of the real property pursuant to which the Trust or a Trust Subsidiary holds as a lessee or sublessee a leasehold or sublease interest, including each amendment, guaranty or any other agreement relating thereto.

"**Trust Material Adverse Effect**" means any change, event, state of facts or development that has had or would reasonably be expected to have a material adverse effect on: (i) the business, financial condition, assets or continuing results of operations of the Trust and the Trust Subsidiaries, taken as a whole, or (ii) the ability of the Trust to consummate the Arrangement before the Outside Date; provided, however, that in the case of clause (i), no change, event, state of facts or development resulting from any of the following shall be deemed to be or taken

into account in determining whether there has been or will be, a "Trust Material Adverse Effect": (a) the entry into or the announcement, pendency or performance of the Arrangement Agreement or the transactions contemplated hereby or the consummation of any transactions contemplated hereby, including (i) the identity of the Purchaser and its affiliates, (ii) by reason of any communication by the Purchaser or any of its affiliates regarding the plans or intentions of the Purchaser with respect to the conduct of the business of the Trust and the Trust Subsidiaries following the Effective Time, (iii) the failure to obtain any third party consent in connection with the transactions contemplated hereby and (iv) the impact of any of the foregoing on any relationships with customers, suppliers, vendors, business partners, employees or any other Person, (b) any change, event or development in or affecting financial, economic, social or political conditions generally or the securities, credit or financial markets in general, including interest rates or exchange rates, or any changes therein, in Canada, the United States or other countries in which the Trust or any of the Trust Subsidiaries conduct operations or any change, event or development generally affecting the real estate industry, (c) any change in the market price or trading volume of the equity securities of the Trust or of the equity or credit ratings or the ratings outlook for the Trust or any of the Trust Subsidiaries by any applicable rating agency; provided, however, that the exception in this clause (c) shall not prevent the underlying facts giving rise or contributing to such change, if not otherwise excluded from the definition of Trust Material Adverse Effect, from being taken into account in determining whether a Trust Material Adverse Effect has occurred, (d) the suspension of trading in securities generally on the TSX, (e) any adoption, implementation, proposal or change after the date of the Arrangement Agreement in any applicable Law or IFRS or interpretation of any of the foregoing, (f) any action taken or not taken to which the Purchaser has consented in writing, (g) any action expressly required to be taken by the Arrangement Agreement or taken at the request of the Purchaser, (h) the failure of the Trust or any Trust Subsidiary to meet any internal or public projections, budgets, forecasts or estimates of revenues, earnings or other financial results for any period ending on or after the date of the Arrangement Agreement; provided, however, that the exception in this clause (h) shall not prevent the underlying facts giving rise or contributing to such failure, if not otherwise excluded from the definition of Trust Material Adverse Effect, from being taken into account in determining whether a Trust Material Adverse Effect has occurred; and provided, further, that this clause (h) shall not be construed as implying that the Trust is making any representation or warranty with respect to any internal or public projections, budgets, forecasts or estimates of revenues, earnings or other financial results for any period, (i) the commencement, occurrence, continuation or escalation of any war, armed hostilities or acts of terrorism, (j) any actions or claims made or brought by any of the current or former unitholders or equityholders of the Trust or any Trust Subsidiary (or on their behalf or on behalf of the Trust or any Trust Subsidiary, but in any event only in their capacities as current or former stockholders or equityholders) arising out of the Arrangement Agreement or the Arrangement or (k) the existence, occurrence or continuation of any force majeure events, including any earthquakes, floods, hurricanes, tropical storms, fires or other natural disasters or any national, international or regional calamity; provided, that (i) with respect to clauses (b), (e), (i), and (k), such changes, events, state of facts or developments may be taken into account to the extent they disproportionately adversely affect the Trust and the Trust Subsidiaries, taken as a whole, compared to other companies operating in the industrial real estate industry in Canada and (ii) clause (a) and clause (j) shall not apply to the use of Trust Material Adverse Effect in Section 2.4 (or Section 5.2(a) as it relates to Section 2.4) of the Arrangement Agreement.

"**Trust Material Contract**" means each Contract, as set forth in the Trust Disclosure Letter, to which the Trust or any of the Trust Subsidiaries is a party or by which it is bound or to which any of their respective assets are subject (other than any of the foregoing solely between the Trust and any of the wholly-owned Trust Subsidiaries or solely between any wholly-owned Trust Subsidiaries) that:

(a) is a "material contract" as defined in National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators;

(b) is a limited liability company agreement, partnership agreement or joint venture agreement or similar Contract (including Joint Venture Agreements);

(c) is a Material Space Lease, Ground Lease or Material Trust Lease;

(d) contains covenants of the Trust or any of the Trust Subsidiaries purporting to limit, in any material respect, either the type of business in which the Trust or any of the Trust Subsidiaries (or, after the Effective Time, the Purchaser or its affiliates) or any of their affiliates may engage or the geographic area in which any of them may so engage, other than exclusive lease provisions, non-compete provisions and other similar leasing restrictions entered into by the Trust in the ordinary course of business consistent with past practice, contained in the Material Trust Leases or contained in other recorded documents by which real property was conveyed by the Trust to any user;

(e) Existing Loan Documents;

(f) provides for (A) the pending purchase, sale, assignment, ground leasing or disposition of or (B) except as set forth in the Trust Space Leases, Trust Leases, Ground Leases or Joint Venture Agreements, a Transfer Right to purchase, sell, dispose of, assign or ground lease, in each case, by amalgamation, merger, purchase or sale of assets or shares or otherwise, directly or indirectly, any real property (including any Trust Real Property or any portion thereof);

(g) except for any capital contribution requirements as set forth in the organizational documents of any Person set forth in the Trust Disclosure Letter or in any Joint Venture Agreements, requires the Trust or any Trust Subsidiary to make any investment in (in each case, in the form of a loan, capital contribution or similar transaction) any Trust Subsidiary or other Person in excess of $1,000,000;

(h) relates to the settlement (or proposed settlement) of any pending or threatened suit or proceeding, other than any settlement that provides solely for the payment of less than $1,000,000 in cash (net of any amount covered by insurance or indemnification that is reasonably expected to be received by the Trust or any Trust Subsidiary);

(i) with any current executive officer, trustee or director of the Trust or any of the Trust Subsidiaries, or any Unitholder beneficially owning 5% or more of outstanding Units of the Trust, or, to the Trust's knowledge, any member of the "immediate family" (as such term is defined in Item 404 of Regulation S-K promulgated under the Securities Act) of any of the foregoing; or

(j) except to the extent such Contract is described in clauses (a) – (i) above, calls for or guarantees (A) aggregate payments by, or other consideration from, the Trust and the Trust Subsidiaries of more than $2,500,000 over the remaining term of such Contract or (B) annual aggregate payments by, or other consideration from, the Trust and the Trust Subsidiaries of more than $1,000,000.

"**Trust Q3 Financial Statements**" has the meaning specified under "*The Arrangement – Fairness Opinions – Greenhill Fairness Opinion – Scope of Review*".

"**Trust Real Property**" means, collectively, the Owned Real Property, the Ground Leased Real Property, the Trust Leases, the Trust Space Leases and, for purposes of Section 2.14(f) of the Arrangement Agreement, any fee, leasehold or sub-leasehold interest in real property which is owned or held, directly or indirectly, and whether in whole or in part, by the Trust, any Trust Subsidiary or any JV Entity.

"**Trust Space Leases**" means each lease, sublease, ground lease or any other occupancy agreement to which the Trust or the Trust Subsidiaries are party as landlord with respect to each of the applicable Trust Real Properties, together with all amendments, modifications, supplements, renewals, extensions, guarantees and other agreements related thereto.

"**Trust Subsidiary**" means any Subsidiary of the Trust (excluding, for greater certainty, any JV Entity).

"**Trust Termination Fee**" has the meaning specified in "*Arrangement Agreement – Termination Fees – Termination Fee Payable by the Trust*".

"**Trustee Corp**" a corporation to be formed by the Purchaser under the Laws of the Province of British Columbia prior to the Effective Date;

"**Trustees**" has the meaning specified under "*Solicitation of Proxies and Voting at the Meeting – Solicitation of Proxies*".

"**TSX**" means the Toronto Stock Exchange.

"**Unit**" means a class A unit of the Trust.

"**Unitholder Approval**" means the approval of the Arrangement Resolution by the Unitholders at the Meeting in accordance with the Interim Order.

"**Unitholders**" means the holders of Units.

"**Unit Option**" means options to purchase Units granted pursuant to the Unit Option Plan.

"**Unit Option Payment**" has the meaning specified in "*The Arrangement – Arrangement Steps*".

"**Unit Option Plan**" has the meaning specified in "*The Arrangement – Interests of Certain Persons in the Arrangement*".

"**Unpaid Permitted Distribution**" means a Permitted Distribution declared in accordance with the terms and conditions of the Arrangement Agreement, and in respect of which the record date is fixed prior to the Effective Date and payment has not been made prior to the Effective Time.

"**URP Rights**" means a right issued pursuant to the Rights Plan.

"**U.S.**" or "**United States**" means the United States of America, its territories and possessions, and the District of Columbia.

"**U.S. REIT**" means a real estate investment trust within the meaning of section 856 of the *Internal Revenue Code of 1986* (U.S.), as amended.

"**U.S. Trust Subsidiary**" means PIRET USA Inc.

SCHEDULE "B"
ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

1. The arrangement (the "**Arrangement**") under Division 5 of Part 9 of the Business Corporations Act (British Columbia) involving Pure Industrial Real Estate Trust (the "**REIT**"), pursuant to the arrangement agreement between the REIT, PIRET Holdings (Canada) Ltd. and BPP Pristine Holdings ULC dated January 8, 2018, as it may be modified, supplemented or amended from time to time in accordance with its terms (the "**Arrangement Agreement**"), as more particularly described and set forth in the management information circular of the REIT dated 15th, 2018 (the "**Circular**"), and all transactions contemplated thereby, are hereby authorized, approved and adopted.

2. The plan of arrangement of the REIT, as it has been or may be modified, supplemented or amended in accordance with the Arrangement Agreement and its terms (the "**Plan of Arrangement**"), the full text of which is set out as Schedule "C" to the Circular, is hereby authorized, approved and adopted.

3. The: (i) Arrangement Agreement and all the transactions contemplated therein; (ii) actions of the trustees of the REIT in approving the Arrangement and the Arrangement Agreement; and (iii) actions of the trustees and officers of the REIT in executing and delivering the Arrangement Agreement and any modifications, supplements or amendments thereto, and causing the performance by the REIT of its obligations thereunder, are hereby ratified and approved.

4. The REIT is hereby authorized to apply for a final order from the Supreme Court of British Columbia (the "**Court**") to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be, or may have been, modified, supplemented or amended).

5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the holders of units of the REIT (the "**REIT Unitholders**") entitled to vote thereon or that the Arrangement has been approved by the Court, the trustees of the REIT are hereby authorized and empowered, without further notice to or approval of the REIT Unitholders: (i) to amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by their terms; and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and any related transactions.

6. Any officer or trustee of the REIT is hereby authorized and directed, for and on behalf of the REIT, to execute or cause to be executed and to deliver or cause to be delivered, whether under the corporate seal of the REIT or otherwise, all such other documents and instruments and to perform or cause to be performed all such other acts and things as, in such person's opinion, may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of any such other document or instrument or the doing of any such other act or thing.

SCHEDULE "C"
PLAN OF ARRANGEMENT

See attached.

PLAN OF ARRANGEMENT
UNDER SECTION 288 OF THE
BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless the context otherwise requires, the following words and terms shall have the meaning hereinafter set out:

"**Affected Person**" has the meaning set forth in Section 5.4;

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first-mentioned Person;

"**Arrangement**" means the arrangement of CanCo SPV under Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations to this Plan of Arrangement made in accordance with the terms of this Plan of Arrangement and the Arrangement Agreement or made at the direction of the Court in the Final Order;

"**Arrangement Agreement**" means the arrangement agreement dated January 8, 2018 among the REIT, CanCo SPV and the Purchaser, and all schedules annexed thereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;

"**Arrangement Resolution**" means the special resolution of REIT Unitholders approving the Arrangement which is to be considered at the Unitholder Meeting, substantially in the form of Schedule C to the Arrangement Agreement;

"**Authorization**" means, with respect to any Person, any authorization, order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, by-law, rule or regulation, of, from or required by any Governmental Entity having jurisdiction over the Person;

"**BCBCA**" means the *Business Corporations Act* (British Columbia);

"**Business Day**" means a day other than Saturday, Sunday or any day on which banks located in Toronto, Ontario, Vancouver, British Columbia or in New York, New York are authorized or obligated by applicable Law to close;

"**CanCo SPV**" means PIRET Holdings (Canada) Ltd., a corporation existing under the laws of the Province of British Columbia;

"**CanCo SPV Preferred Shares**" means the new class of preferred shares, without par value, in the capital of CanCo SPV created and issued pursuant to the Arrangement and having the rights and restrictions set out in Exhibit A;

"**Consideration**" means $8.10 in cash;

"**Court**" means the Supreme Court of British Columbia;

"**Declaration of Trust**" means the amended and restated declaration of trust of the REIT dated May 10, 2017;

"**Deferred Unit**" means a Deferred Class A Unit of the REIT issued pursuant to the Deferred Unit Plan;

"**Deferred Unit Plan**" means the Deferred Unit Plan adopted by the REIT effective as of January 1, 2017;

"**Depositary**" means such Person that the REIT and the Purchaser, each acting reasonably, may agree to in writing to act as depositary for REIT Units in relation to the Arrangement;

"**Dissent Rights**" has the meaning set forth in Section 4.1;

"**Dissent Units**" means REIT Units held by a Dissenting Unitholder and in respect of which the Dissenting Unitholder has duly and validly exercised Dissent Rights;

"**Dissenting Unitholder**" means a registered holder of a REIT Unit who has duly and validly exercised a Dissent Right and has not withdrawn or been deemed to have withdrawn such exercise of a Dissent Right, but only in respect of a REIT Unit in respect of which a Dissent Right has been duly and validly exercised by such registered holder of a REIT Unit;

"**Effective Date**" means the date upon which the Arrangement becomes effective, as set out in Section 1.7 of the Arrangement Agreement;

"**Effective Time**" means 12:01 a.m. (Vancouver time) on the Effective Date or such other time as agreed to by the REIT and the Purchaser in writing;

"**Final Order**" means the final order of the Court pursuant to section 291 of the BCBCA approving the Arrangement, as such order may be amended, modified, supplemented or varied by the Court at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

"**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission (including any securities commission or similar regulatory authority), board, bureau, ministry, minister, agency or instrumentality, domestic or foreign, (ii) any subdivision, agent or authority of any of the above, (iii) any quasi-governmental body, professional body or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

"**Interim Order**" means the interim order of the Court made in connection with the Arrangement and providing for, among other things, the calling and holding of the Unitholder Meeting, as the same may be amended, modified, supplemented or varied by the Court;

"**Law**" means any federal, state, local or foreign law (including common law), statute, code, directive, ordinance, rule, regulation, order, judgment, writ, stipulation, award, injunction or decree;

"**Letter of Transmittal**" means the letter of transmittal, on terms and conditions not inconsistent with the Arrangement Agreement and this Plan of Arrangement, to be delivered by the REIT to REIT Unitholders providing for delivery of the certificates representing the REIT Unitholder's REIT Units to the Depositary;

"**Lien**" means any lien, mortgage, pledge, security instrument, title charges which are liens, claims against title, conditional or installment sale agreement, restriction on transfer, purchase option, right of first refusal, easement, security interest, charge, encumbrance, deed of trust, right-of-way, encroachment or other encumbrance of any nature, whether voluntarily incurred or arising by operation of Law;

"**New CanCo**" means BPP Pristine Acquisition ULC, an unlimited liability company organized under the Laws of the Province of British Columbia and a wholly-owned subsidiary of Purchaser;

"**Performance Factor**" means (a) in respect of any Performance Unit grant made on March 13, 2015, the number of outstanding Performance Units in respect of such grant multiplied by a payout multiplier of 2.0; (b) in respect of any Performance Unit grant made on June 25, 2015, the number of outstanding Performance Units in respect of such grant multiplied by a payout multiplier of 2.0; (c) in respect of any Performance Unit grant made on February 18, 2016, the number of outstanding Performance Units in respect of such grant multiplied by a payout multiplier of 1.8; and (d) in respect of any Performance Unit grant made on March 7, 2017, the number of outstanding Performance Units in respect of such grant multiplied by a payout multiplier of 1.5;

"**Performance Unit**" means a restricted unit issued pursuant to the Restricted Unit Plan that is subject to a performance factor;

"**Permitted Distribution**" has the meaning ascribed thereto in the Arrangement Agreement;

"**Person**" includes an individual, general partnership, limited partnership, corporation, company, limited liability company, body corporate, joint venture, unincorporated organization, other form of business organization, trust, trustee, executor, administrator or other legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

"**Plan of Arrangement**" means this plan of arrangement and any amendments or variations hereto made in accordance with Section 7.9 of the Arrangement Agreement and this Plan of Arrangement or upon the direction of the Court (with the prior written consent of the REIT and the Purchaser, each acting reasonably) in the Final Order;

"**Purchaser**" means BPP Pristine Holdings ULC, an unlimited liability company organized under the Laws of the Province of British Columbia;

"**REIT**" means Pure Industrial Real Estate Trust, a trust existing under the laws of the Province of British Columbia;

"**REIT Subsidiary**" means any Subsidiary of the REIT;

"**REIT Unitholders**" means the holders of REIT Units;

"**REIT Units**" means the Class A Units of the REIT;

"**Restricted Unit**" means a restricted unit (other than a Performance Unit) issued pursuant to the Restricted Unit Plan;

"**Restricted Unit Plan**" means the Restricted Unit Plan approved by the REIT Unitholders on May 28, 2015;

"**Rights Plan**" means that certain Unitholder Rights Plan Agreement, dated as of May 13, 2013, between the REIT and Computershare Investor Services Inc., as amended May 13, 2016;

"**Secondary Purchased REIT Unitholders**" means the first 175 REIT Unitholders that would be named on a list of REIT Unitholders made in reverse rank order of number of REIT Units held each of which (a) has not executed a trade in respect of its REIT Units on or before the disposition of its REIT Units pursuant to the Arrangement, and (b) holds, immediately prior to the time of Step 3.1(n), (i) not less than 100 REIT Units, and (ii) REIT Units having an aggregate fair market value of not less than $500; provided that in determining such reverse rank order, if there are REIT Unitholders that own the same number of REIT Units, those REIT Unitholders will be ranked in alphabetical order;

"**Secondary Purchased REIT Units**" means, in aggregate, the REIT Units held by the Secondary Purchased REIT Unitholders;

"**Subsidiary**" means with respect to a Person, another Person at least 50% of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions is owned or controlled directly or indirectly by such first Person and/or by one or more of its Subsidiaries or of which such first Person and/or one of its Subsidiaries serves as a general partner (in the case of a partnership) or a manager or managing member (in the case of a limited liability entity) or similar function;

"**Tax Act**" means the *Income Tax Act* (Canada);

"**Trustee Corp**" means ●, a corporation to be formed by the Purchaser under the laws of the Province of British Columbia prior to the Effective Date;

"**Unit Option**" means an option to purchase REIT Units granted pursuant to the Unit Option Plan;

"**Unit Option Plan**" means the REIT's Incentive Unit Option Plan made effective as of March 8, 2013;

"**Unitholder Meeting**" means the special meeting of the REIT Unitholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution;

"**Unpaid Permitted Distribution**" means a Permitted Distribution declared in accordance with the terms and conditions of the Arrangement Agreement, and in respect of which the record date is fixed prior to the Effective Date and payment has not been made prior to the Effective Time; and

"**URP Right**" means a right issued pursuant to the Rights Plan.

1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement. Unless the contrary intention appears, references in this Plan of Arrangement to an Article, Section or Annex by number or letter or both refer to the Article, Section or Annex, respectively, bearing that designation in this Plan of Arrangement.

1.3 Date for any Action

If the date on or by which any action is required or permitted to be taken hereunder is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.

1.4 Number and Gender

In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.5 References to Persons and Statutes

A reference to a Person includes any successor to that Person. A reference to any statute includes all regulations made pursuant to such statute and the provisions of any statute or regulation which amends, supplements or supersedes any such statute or regulation.

1.6 Currency

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada and "**$**" refers to Canadian dollars.

ARTICLE 2
EFFECT OF ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to and subject to the provisions of the Arrangement Agreement.

2.2 Binding Effect

At the Effective Time, this Plan of Arrangement and the Arrangement shall, without any further authorization, act or formality on the part of the Court or any Person, become effective and be binding upon the Purchaser, the REIT, CanCo SPV, New CanCo, Trustee Corp, the Depositary, all registered and beneficial REIT Unitholders, including Dissenting Unitholders, and all holders of Unit Options, Deferred Units, Restricted Units and Performance Units. No portion of this Plan of Arrangement will take effect with respect to any Person until the Effective Time, and without affecting the timing set out in Section 3.1, each transaction set out in Section 3.1 shall be mutually conditional such that no transaction set out in Section 3.1 may occur without all transactions set out therein occurring.

ARTICLE 3
ARRANGEMENT

3.1 Arrangement

Commencing at the Effective Time, each of the following events shall occur and shall be deemed to occur consecutively in the following order, except where noted, without any further authorization, act or formality, with each such step occurring one minute after the completion of the immediately preceding step:

(a) The Declaration of Trust and the articles, partnership agreements or other constating document of each REIT Subsidiary shall be amended, and deemed to be amended, to the extent necessary to facilitate the Arrangement and the implementation of the steps and transactions described herein;

(b) All URP Rights issued pursuant to the Rights Plan shall be cancelled without any payment in respect thereof, the Rights Plan shall terminate with the result that it will no longer have any force or effect, and thereafter no person will have any further liability or obligation to the former holders of URP Rights under such Rights Plan and the former holders of URP Rights will permanently cease to have any rights whatsoever under such Rights Plan;

(c) Each Unit Option outstanding immediately prior to the Effective Time (whether vested or unvested) shall be deemed to be unconditionally and fully vested and exercisable in accordance with its terms, and each such Unit Option shall, without any further action by or on behalf of a holder of Unit Options, be deemed to be surrendered and transferred by such holder to the REIT in exchange for a cash payment from the REIT equal to the amount (if any) by which the Consideration in respect of each REIT Unit underlying each Unit Option exceeds the exercise price of such Unit Option, in each case (the "**Unit Option Payment**"), less applicable withholdings, and each Unit Option shall immediately be cancelled and, for greater certainty, where such amount is zero or negative, no Unit Option Payment will be payable to the holder of such Unit Option;

(d) If any Unpaid Permitted Distribution exists as of the Effective Time:

(i) the additional Deferred Units that would, under the terms of the Deferred Unit Plan (as if the Effective Date were the payment date for such Unpaid Permitted Distribution), be credited to a Deferred Unit holder's account on the payment date of such Unpaid Permitted Distribution, shall be deemed to be credited to such holder's account;

(ii) the additional Restricted Units that would, under the terms of the Restricted Unit Plan (as if the Effective Date were the payment date for such Unpaid Permitted Distribution), be credited to a Restricted Unit holder's account on the payment date of such Unpaid Permitted Distribution, shall be deemed to be credited to such holder's account; and

(iii) the additional Performance Units that would, under the terms of the Restricted Unit Plan (as if the Effective Date were the payment date for such Unpaid Permitted Distribution), be credited to a Performance Unit holder's account on the scheduled payment date of such Unpaid Permitted Distribution, shall be deemed to be credited to such holder's account.

(e) Each Deferred Unit outstanding immediately following the preceding step (including Deferred Units deemed to be issued pursuant to Section 3.1(d)(i) above) shall, without any further action by or on behalf of a holder of Deferred Units, be cancelled in exchange for a cash payment from the REIT of an amount equal to the Consideration (the "**Deferred Unit Payment**"), less applicable withholdings, all in full satisfaction of the obligations of the REIT in respect of the Deferred Units;

(f) Each Restricted Unit outstanding immediately following the preceding step (including Restricted Units deemed to be issued pursuant to Section 3.1(d)(ii) above), whether vested or unvested, shall be deemed to be unconditionally and fully vested, and each such Restricted Unit shall, without any further action by or on behalf of a holder of Restricted Units, be cancelled in exchange for a cash payment from the REIT of an amount equal to the Consideration (the "**Restricted Unit Payment**"), less applicable withholdings, all in full satisfaction of the obligations of the REIT in respect of the Restricted Units;

(g) All Performance Units outstanding immediately following the preceding step (including Performance Units deemed to be issued pursuant to Section 3.1(d)(iii) above), whether vested or unvested, shall be deemed to be unconditionally and fully vested based on the applicable Performance Factor (calculated in accordance with the terms of the Restricted Unit Plan as if the Effective Date were the vesting date of such Performance Units), and each such Performance Unit (including additional Performance Units that vest as a result of the application of the applicable Performance Factor) shall, without any further action by or on behalf of a holder of Performance Units, be cancelled in exchange for a cash payment from the REIT of an amount equal to the Consideration (the "**Performance Unit Payment**"), less applicable withholdings, all in full satisfaction of the obligations of the REIT in respect of the Performance Units;

(h) (i) Each holder of a Unit Option, each holder of a Deferred Unit, each holder of a Restricted Unit and each holder of a Performance Unit shall cease to be a holder of such Unit Option, such Deferred Unit, such Restricted Unit or such Performance Unit, as the case may be, (ii) each such holder's name shall be removed from each applicable register, (iii) the Unit Option Plan, the Deferred Unit Plan, the Restricted Unit Plan and any and all agreements, arrangements and understandings relating to any and all of the Unit Options, the Deferred Units, the Restricted Units and the Performance Unit shall be terminated and shall be of no further force and effect, and (iv) each such holder shall thereafter have only the right to receive the Unit Option Payment, Deferred Unit Payment, Restricted Unit Payment or Performance Unit Payment to which they are entitled pursuant to Sections 3.1(c), 3.1(e), 3.1(f) and 3.1(g), as applicable, at the time and in the manner specified therein and contemplated hereby;

(i) The REIT shall pay out, as a special distribution on the REIT Units, the amount, if any, that is determined by it prior to the Effective Time to be equal to its bona fide best estimate of the amount, if any, of its taxable income for the taxation year of the REIT that ends on the Effective Date (such amount to be reduced to take into account any deductions under subsection 104(6) of the Tax Act in respect of prior distributions during that period);

(j) The notice of articles of CanCo SPV shall be amended, and shall be deemed to be amended, to create the CanCo SPV Preferred Shares and the articles of CanCo SPV shall be amended and shall be deemed to be amended, as necessary in relation thereto;

(k) New CanCo shall subscribe for, and be deemed to have subscribed for, 80,556,000 CanCo SPV Preferred Shares, at a subscription price in the amount of one one hundred-thousandth of a dollar ($0.00001) per CanCo SPV Preferred Share, for an aggregate consideration of eight hundred and five dollars and fifty-six cents ($805.56), and CanCo SPV shall issue, and be deemed to have issued, such number of CanCo SPV Preferred Shares to New CanCo;

(l) The existing trustees of the REIT shall resign and Trustee Corp shall become the sole trustee of the REIT;

(m) Each Dissent Unit shall be transferred and assigned and be deemed to be transferred and assigned by such Dissenting Unitholder, without any further act or formality on its part, to the Purchaser (free and clear of any Liens) in accordance with, and for the consideration contemplated in, Article 4 and:

(i) such Dissenting Unitholder shall cease to be, and shall be deemed to cease to be, the registered holder of each such Dissent Unit and the name of such registered holder shall be, and shall be deemed to be, removed from the register of the REIT Unitholders in respect of each such Dissent Unit, and at such time each such Dissenting Unitholder will have the rights set out in Section 4.1;

(ii) such Dissenting Unitholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such Dissent Unit; and

(iii) the Purchaser shall be and shall be deemed to be the holder of all of the outstanding Dissent Units and the central securities register of the REIT shall be, and shall be deemed to be, revised accordingly;

(n) Each REIT Unit (other than the Secondary Purchased REIT Units and any Dissent Units) shall be transferred and assigned, without any further act or formality on its part, to the Purchaser (free and clear of any Liens) in exchange for the Consideration, and

(i) the registered holder thereof shall cease to be, and shall be deemed to cease to be, the registered holder of each such REIT Unit and the name of such registered holder shall be, and shall be deemed to be, removed from the register of REIT Unitholders;

(ii) the registered holder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such REIT Unit; and

(iii) the Purchaser shall be, and shall be deemed to be, the holder of all of such outstanding REIT Units and the central securities register of the REIT shall be, and shall be deemed to be, revised accordingly;

(o) Each Secondary Purchased REIT Unit shall be transferred and assigned, without any further act or formality on its part, to the Purchaser (free and clear of any Liens) in exchange for the Consideration, and

(i) the registered holder thereof shall cease to be, and shall be deemed to cease to be, the registered holder of each such Secondary Purchaser REIT Unit and the name of such registered holder shall be, and shall be deemed to be, removed from the register of REIT Unitholders;

(ii) the registered holder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such Secondary Purchased REIT Unit; and

(iii) the Purchaser shall be and shall be deemed to be the holder of all of the outstanding Secondary Purchased REIT Units and the central securities register of the REIT shall be, and shall be deemed to be, revised accordingly

it being expressly provided that the events provided for in this Section 3.1 will be deemed to occur on the Effective Date, notwithstanding that certain procedures related thereto may not be completed until after the Effective Date.

3.2 Permitted Distributions

In accordance with the Arrangement Agreement and this Plan of Arrangement, any Person who was a holder of REIT Units as of a record date for an Unpaid Permitted Distribution that occurred prior to the Effective Date shall receive, on the applicable payment date, any Unpaid Permitted Distributions to which they are entitled that remain unpaid as of the Effective Time.

3.3 Adjustments to Consideration

If, subsequent to the date of the Arrangement Agreement but prior to the Effective Time, the REIT sets a record date, or otherwise declares a distribution, other than a Permitted Distribution (as defined in the Arrangement Agreement) paid in accordance with Section 4.10 of the Arrangement Agreement, then: (a) to the extent that the amount of such distributions per REIT Unit does not exceed the Consideration, the Consideration shall be reduced by the per REIT Unit amount of such distributions and (b) to the extent that the amount of such distributions per REIT Unit exceeds the Consideration, the Consideration shall be reduced to zero and such excess amount shall be placed in escrow for the account of the Purchaser. In the event that, subsequent to the date of the Arrangement Agreement but prior to the Effective Time, the REIT Units issued and outstanding shall, through a reorganization, recapitalization, reclassification, unit dividend, unit split, reverse unit split or other similar change in the capitalization of the REIT, increase or decrease in number or be changed into or exchanged for a different kind or number of securities, then an appropriate and proportionate adjustment shall be made to the Consideration to provide the REIT Unitholders the same economic effect as contemplated by the Arrangement Agreement prior to such event; provided, however, that nothing set forth in this Section 3.2 shall be construed to supersede or in any way limit the prohibitions set forth in Section 4.1 of the Arrangement Agreement.

ARTICLE 4
DISSENT RIGHTS

4.1 Dissent Rights

In connection with the Arrangement, each registered holder of a REIT Unit may exercise rights of dissent ("**Dissent Rights**") with respect to the REIT Units held by such holder of a REIT Unit pursuant to section 12.1 of the Declaration of Trust, as modified by the Interim Order and this Article 4. Dissenting Unitholders who:

(a) are ultimately entitled to be paid by the Purchaser fair value for their Dissent Units (A) shall be deemed to not to have participated in the transactions in Article 3 (other than Section 3.1(m)); (B) shall be deemed to have transferred and assigned such Dissent Units (free and clear of any Liens) to the Purchaser in accordance with Section 3.1(m); (C) will be entitled to be paid the fair value of such Dissent Units by the Purchaser, which fair value shall be determined in accordance with the provisions of the Declaration of Trust; and (D) will not be entitled to any other payment or consideration whatsoever, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such REIT Units; or

(b) are ultimately not entitled, for any reason, to be paid by the Purchaser fair value for their Dissent Units, shall be deemed to have participated in the Arrangement in respect of those REIT Units on the same basis as a REIT Unitholder who has not exercised Dissent Rights (and shall be entitled to receive the Consideration from the Purchaser in the same manner as such non-Dissenting Unitholders).

4.2 Recognition of Dissenting Holders

(a) In no event shall the Purchaser, the REIT or any other Person be required to recognize a Dissenting Unitholder as a registered or beneficial owner of REIT Units or any interest therein (other than the rights set out in Section 4.1) at or after the Effective Time, and at the Effective Time the names of such Dissenting Unitholders shall be deleted from the central securities register of the REIT as at the Effective Time.

(b) For greater certainty, in addition to any other restrictions in the Declaration of Trust and the Interim Order, no Person shall be entitled to exercise Dissent Rights with respect to (i) REIT Units in respect of which a Person has voted or has instructed a proxyholder to vote in favour of the Arrangement Resolution, and (ii) Unit Options, Deferred Units, Restricted Units and Performance Units.

ARTICLE 5
DELIVERY OF CONSIDERATION

5.1 Certificates and Payments

(a) Following receipt by the REIT of the Final Order and not later than the time required by Section 1.8 of the Arrangement Agreement, the Purchaser shall deliver or cause to be delivered to the Depositary sufficient funds to satisfy the aggregate Consideration payable to REIT Unitholders in accordance with Section 3.1, which cash shall be held by the Depositary as agent and nominee for such former REIT Unitholders for distribution to such former REIT Unitholders in accordance with the provisions of this Article 5.

(b) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding REIT Units that were transferred pursuant to Sections 3.1(n) and/or 3.1(o), together with a duly completed and executed Letter of Transmittal and any such additional documents and instruments as the Depositary may reasonably require, the registered holder of REIT Units represented by such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such REIT Unitholder, the Consideration that such REIT Unitholder has the right to receive under the Arrangement for such REIT Units, less any amounts withheld pursuant to Section 5.2, and any certificate so surrendered shall forthwith be cancelled.

(c) After the Effective Time and until surrendered for cancellation as contemplated by Section 5.1(b), each certificate that immediately prior to the Effective Time represented one or more REIT Units (other than REIT Units held by the Purchaser or any of its Affiliates) shall be deemed at all times to represent only the right to

receive in exchange therefor the Consideration that the holder of such certificate is entitled to receive in accordance with Section 3.1, less any amounts withheld pursuant to Section 5.2.

(d) Following receipt by the REIT of the Final Order and not later than the Effective Date, the REIT shall deliver or cause to be delivered to the Depositary (unless the parties otherwise agree) sufficient funds to satisfy the aggregate Unit Option Payments, Deferred Unit Payments, Restricted Unit Payments and Performance Unit Payments payable to holders of Option Units, Deferred Units, Restricted Units and Performance Units, respectively, in accordance with Section 3.1 which cash shall be held by the Depositary as agent and nominee for such holders for distribution to such former holders in accordance with the provisions of this Article 5. The delivery of such funds to the Depositary following receipt of the Final Order and on or prior to the Effective Time shall constitute full satisfaction of the rights of, as applicable, the former holders of Option Units, Deferred Units, Restricted Units or Performance Units against the REIT or the Purchaser and such former holders shall have no claim against the REIT or the Purchaser except to the extent that the funds delivered by the REIT to the Depositary (except to the extent such funds are withheld in accordance with Section 5.2) are insufficient to satisfy the amounts payable to such former holders or are not paid by the Depositary to such former holders of Option Units, Deferred Units, Restricted Units or Performance Units in accordance with the terms thereof. As soon as practicable after the Effective Date, the Depositary shall pay or cause to be paid the amounts, less applicable withholdings, to be paid to holders of Unit Options, Deferred Units and Restricted Units pursuant to this Plan of Arrangement. Notwithstanding the foregoing, at the election of the REIT, the REIT shall be entitled to pay the Unit Option Payment, Deferred Unit Payment, Restricted Unit Payment and Performance Unit Payment payable to holders of Option Units, Deferred Units, Restricted Units and Performance Units, respectively, in accordance with Section 3.1, pursuant to its payroll service provider no later than the REIT's next regularly scheduled payroll date following the Effective Date.

5.2 Lost Certificates.

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding REIT Units that were transferred pursuant to Sections 3.1(n) and 3.1(o) shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, the Consideration deliverable in accordance with such holder's duly completed and executed Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such cash is to be delivered shall as a condition precedent to the delivery of such Consideration, give a bond satisfactory to the Purchaser and the Depositary (acting reasonably) in such sum as the Purchaser may direct (acting reasonably), or otherwise indemnify the Purchaser and the REIT in a manner satisfactory to the Purchaser and the REIT, acting reasonably, against any claim that may be made against the Purchaser and the REIT with respect to the certificate alleged to have been lost, stolen or destroyed.

5.3 Rounding of Cash

In any case where the aggregate cash consideration payable to a particular REIT Unitholder under the Arrangement would, but for this provision, include a fraction of a cent, the consideration payable shall be rounded down to the nearest whole cent.

5.4 Withholding Rights

The Purchaser, the REIT or the Depositary, as applicable, shall be entitled to deduct and withhold, or to direct any Person to deduct and withhold on their behalf, from any amount payable to any Person under this Plan of Arrangement (an "**Affected Person**"), such amounts as the Purchaser, the REIT or the Depositary determines, acting reasonably, are required or permitted to be deducted and withheld with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of any other Law . To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Affected Person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

5.5 Limitation and Proscription

(a) To the extent that a former REIT Unitholder shall not have complied with the provisions of Section 5.1 or Section 5.2 on or before the date that is six (6) years after the Effective Date (the "**final proscription date**"), then the Consideration that such former REIT Unitholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the Consideration to which such former REIT Unitholder was entitled, shall be delivered to the Purchaser or its successors or assigns by the Depositary, and the certificates formerly representing the REIT Units shall cease to represent a right or claim of any kind or nature as of such final proscription date.

(b) Any payment made by way of cheque by the Depositary pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary or that otherwise remains unclaimed, in each case, on or before the final proscription date shall cease to represent a right or claim of any kind or nature and the right of any:

(i) REIT Unitholder to receive the Consideration to which they are entitled pursuant to Sections 3.1(n) and 3.1(o) shall terminate and be deemed to be surrendered and forfeited to the Purchaser or its successors or assigns; or

(ii) (A) holder of a Unit Option to receive the Unit Option Payment to which they are entitled pursuant to Section 3.1(c); (B) holder of a Deferred Unit to receive the Deferred Unit Payment to which they are entitled pursuant to Section 3.1(e); (C) holder of a Restricted Unit to receive the Restricted Unit Payment to which they are entitled pursuant to Section 3.1(f); or (D) holder of a Performance Unit to receive the Performance Unit Payment to which they are entitled pursuant to Section 3.1(g); shall terminate and be

deemed to be surrendered and forfeited to the REIT or its successors or assigns.

5.6 No Liens

Any exchange or transfer of REIT Units pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

5.7 Paramountcy

From and after the Effective Time: (i) this Plan of Arrangement shall take precedence and priority over any and all REIT Units, Unit Options, Deferred Units, Restricted Units and Performance Units issued prior to the Effective Time; (ii) the rights and obligations of the registered and beneficial holders of REIT Units, Unit Options, Deferred Units, Restricted Units and Performance Units (other than the Purchaser or any of its Affiliates), and of the REIT, the Purchaser, the Depositary and any transfer agent or other depositary in relation thereto, shall be solely as provided for in this Plan of Arrangement and the Arrangement Agreement; and (iii) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any REIT Units, Unit Options, Deferred Units, Restricted Units or Performance Units shall be deemed to have been settled, compromised, released and determined without liability whatsoever except as set forth herein.

ARTICLE 6
AMENDMENTS

6.1 Amendments

(a) The Purchaser and the REIT reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that any such amendment, modification or supplement must be: (i) agreed to in writing by each of the REIT and the Purchaser, (ii) filed with the Court, and, if made following the Unitholder Meeting, approved by the Court, and (iii) if the Court directs, approved by the REIT Unitholders and communicated to the REIT Unitholders if and as required by the Court, and in either case in the manner required by the Court.

(b) Subject to the provisions of the Interim Order, any amendment, modification or supplement to this Plan of Arrangement, if agreed to in writing by each of the REIT and the Purchaser, may be proposed by the REIT and the Purchaser at any time prior to or at the Unitholder Meeting, with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Unitholder Meeting shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Unitholder Meeting will be effective only if it is agreed to in writing by each of the REIT and the Purchaser and, if required by the Court, by some or all of the REIT Unitholders voting in the manner directed by the Court.

(d) Notwithstanding anything to the contrary contained herein, any amendment, modification or supplement to this Plan of Arrangement may be made by the REIT and the Purchaser, or the Purchaser (with the approval of the REIT, not to be unreasonably withheld, conditioned or delayed) in relation to the rights and restrictions of the CanCo SPV Preferred Shares, without the approval of or communication to the Court or the REIT Unitholders, provided that it concerns a matter which, in the reasonable opinion of the REIT and the Purchaser is of an administrative or ministerial nature or required to better give effect to the implementation of this Plan of Arrangement and is not materially adverse to the financial or economic interests of any of the REIT Unitholders.

(e) This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the Arrangement Agreement.

ARTICLE 7
FURTHER ASSURANCES

7.1 Further Assurances

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out in this Plan of Arrangement.

SCHEDULE "D"
BMO FAIRNESS OPINION

See attached.

BMO Capital Markets®

January 8, 2018

Special Committee of the Board of Trustees and the Board of Trustees
Pure Industrial Real Estate Trust
121 King Street W, Suite 2100
PO Box 112
Toronto, ON M5H 3T9

To the Special Committee of the Board of Trustees and the Board of Trustees:

BMO Nesbitt Burns Inc. ("BMO Capital Markets" or "we" or "us") understands that Pure Industrial Real Estate Trust (the "REIT") and an affiliate of Blackstone Property Partners (the "Acquiror") propose to enter into an arrangement agreement to be dated as of January 8, 2018 (the "Arrangement Agreement") pursuant to which, among other things, the Acquiror will acquire all of the outstanding Class A trust units of the REIT ("Units") for a price equal to $8.10 in cash per Unit (the "Consideration") by way of an arrangement under the *Business Corporations Act* (British Columbia) (the "Arrangement"). This description of the Arrangement is summary in nature. The terms and conditions of the Arrangement will be summarized in the REIT's management information circular (the "Circular") to be mailed to holders of Units (the "Unitholders") in connection with a special meeting of the Unitholders to be held to consider and, if deemed advisable, approve the Arrangement. The implementation of the Arrangement will be conditional upon, among other things: (i) the approval of the Arrangement by at least 66 2/3% of the votes cast by Unitholders at such special meeting (in person and by proxy); and (ii) the approval of the Arrangement by the Supreme Court of British Columbia (the "Court").

We have been retained to provide financial advice to the REIT, including our opinion (the "Opinion") to a special committee of the REIT's board of trustees (the "Special Committee") as well as the full board of trustees of the REIT (the "Board of Trustees"), as to the fairness from a financial point of view of the Consideration to be received by the Unitholders pursuant to the Arrangement.

ENGAGEMENT OF BMO CAPITAL MARKETS

The REIT initially contacted BMO Capital Markets regarding a potential advisory assignment in October 2017. BMO Capital Markets was formally engaged by the REIT pursuant to an agreement dated November 3, 2017 (the "Engagement Agreement"). Under the terms of the Engagement Agreement, BMO Capital Markets has agreed to provide the REIT, the Special Committee, and the Board of Trustees with various advisory services in connection with the Arrangement including, among other things, the provision of the Opinion.

BMO Capital Markets will receive a fee for rendering the Opinion. We will also receive certain fees for our advisory services under the Engagement Agreement, a substantial portion of which is contingent upon the successful completion of the Arrangement. The REIT has also agreed to reimburse us for our reasonable out-of-pocket expenses and to indemnify us against certain liabilities that might arise out of our engagement.

This fairness opinion has been prepared in accordance with the Disclosure Standards for Formal Valuations and Fairness Opinions of the Investment Industry Regulatory Organization of Canada ("IIROC") but IIROC has not been involved in the preparation or review of this fairness opinion.

CREDENTIALS OF BMO CAPITAL MARKETS

BMO Capital Markets is one of North America's largest investment banking firms, with operations in all facets of corporate and government finance, mergers and acquisitions, equity and fixed income sales and trading, investment research and investment management. BMO Capital Markets has been a

financial advisor in a significant number of transactions throughout North America involving public and private companies in various industry sectors and has extensive experience in preparing fairness opinions.

The Opinion represents the opinion of BMO Capital Markets, the form and content of which have been approved for release by a committee of our officers who are collectively experienced in merger and acquisition, divestiture, restructuring, valuation, fairness opinion and capital markets matters.

INDEPENDENCE OF BMO CAPITAL MARKETS

Neither BMO Capital Markets, nor any of our affiliates, is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Ontario) or the rules made thereunder) of the REIT, the Acquiror, or any of their respective associates or affiliates (collectively, the "Interested Parties").

BMO Capital Markets has not been engaged to provide any financial advisory services nor has it participated in any financings involving the Interested Parties within the past two years, other than: (i) acting as financial advisor to the REIT and the Board of Trustees pursuant to the Engagement Agreement; (ii) acting as financial advisor to the REIT and certain of its affiliates in connection with certain potential or completed acquisition or disposition transactions; (iii) acting as lead left bookrunner in connection with a C$230 million offering of trust units for the REIT, which was completed in August 2017; (iv) acting as lead left bookrunner in connection with a C$144 million offering of trust units for the REIT, which was completed in April 2017; (v) acting as lead left bookrunner in connection with a C$144 million offering of trust units for the REIT, which was completed in October 2016; (vi) acting as lead left bookrunner in connection with a C$150 million offering of trust units for the REIT, which was completed in June 2016; (vii) acting as lead arranger, lead bookrunner, administrative agent for, and a lender under, a C$150 million unsecured term loan for the REIT, which was completed in September 2017; (vii) brokering C$110 million of mortgage financing for the REIT in connection with its Vaughan, Ontario distribution center, which was funded in July 2016; (ix) acting as financial advisor to The Blackstone Group LP ("Blackstone") and certain of its affiliates in connection with certain potential or completed acquisition or disposition transactions; (x) acting as a joint bookrunner for a US$350 million high yield bond financing for a portfolio company of Blackstone, which was completed in May 2016; and (xi) acting as a lender under various credit facilities of Blackstone's portfolio companies and certain of its affiliates.

There are no understandings, agreements or commitments between BMO Capital Markets and any of the Interested Parties with respect to future business dealings. BMO Capital Markets may, in the future, in the ordinary course of business, provide financial advisory, investment banking, or other financial services to one or more of the Interested Parties from time to time.

BMO Capital Markets and certain of our affiliates act as traders and dealers, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in the securities of one or more of the Interested Parties and, from time to time, may have executed or may execute transactions on behalf of one or more Interested Parties for which BMO Capital Markets or such affiliates received or may receive compensation. As investment dealers, BMO Capital Markets and certain of our affiliates conduct research on securities and may, in the ordinary course of business, provide research reports and investment advice to clients on investment matters, including with respect to one or more of the Interested Parties or the Arrangement. In addition, Bank of Montreal ("BMO"), of which BMO Capital Markets is a wholly-owned subsidiary, or one or more affiliates of BMO, may provide banking or other financial services to one or more of the Interested Parties in the ordinary course of business.

OVERVIEW OF THE REIT

The REIT is an unincorporated, open-ended investment trust that owns and operates a diversified portfolio of income-producing industrial properties in leading markets across Canada and key distribution and logistics markets in the United States. The REIT is internally managed and is one of the largest publicly-traded REITs in Canada that offers investors exposure to industrial real estate assets in Canada

and the United States. The REIT owns and manages a portfolio of 177 industrial properties comprising ~26.5 million square feet (consolidated basis).

SCOPE OF REVIEW

In connection with rendering the Opinion, we have reviewed and relied upon, or carried out, among other things, the following:

1. a draft of the Arrangement Agreement dated January 8, 2018;

2. certain publicly available information relating to the business, operations, financial condition and trading history of the REIT and other selected public companies we considered relevant;

3. certain internal financial, operating, corporate and other information prepared or provided by or on behalf of the REIT relating to the business, operations and financial condition of the REIT;

4. internal management forecasts, projections, estimates and budgets prepared or provided by or on behalf of management of the REIT;

5. discussions with management of the REIT relating to the REIT's current business, plan, financial condition and prospects;

6. public information with respect to selected precedent transactions we considered relevant;

7. various reports published by equity research analysts and industry sources we considered relevant;

8. discussions with the REIT's legal advisors regarding legal matters related to the Arrangement;

9. a letter of representation as to certain factual matters and the completeness and accuracy of certain information upon which the Opinion is based, addressed to us and dated as of the date hereof, provided by senior officers of the REIT; and

10. such other information, investigations, analyses and discussions as we considered necessary or appropriate in the circumstances.

BMO Capital Markets has not, to the best of its knowledge, been denied access by the REIT to any information under the REIT's control requested by BMO Capital Markets.

PRIOR VALUATIONS

The REIT has represented to BMO Capital Markets that there have not been any prior valuations (as defined in Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*) of the REIT or any of its subsidiaries or any of its material assets or liabilities in the past twenty-four month period.

ASSUMPTIONS AND LIMITATIONS

We have relied upon and assumed the completeness, accuracy and fair presentation of all financial and other information, data, advice, opinions, representations and other material obtained by us from public sources or provided to us by or on behalf of the REIT or otherwise obtained by us in connection with our engagement (the "Information"). The Opinion is conditional upon such completeness, accuracy and fair presentation. We have not been requested to, and have not assumed any obligation to, independently verify the completeness, accuracy or fair presentation of any such Information. We have assumed that forecasts, projections, estimates and budgets provided to us and used in our analyses were reasonably prepared on bases reflecting the best currently available assumptions, estimates and

judgments of management of the REIT, having regard to the REIT's business, plans, financial condition and prospects.

Senior officers of the REIT have represented to BMO Capital Markets in a letter of representation delivered as of the date hereof, among other things, that: (i) the Information provided to BMO Capital Markets orally by, or in the presence of, an officer or employee of, the REIT, or in writing by the REIT or any of its subsidiaries (as defined in National Instrument 45-106 – Prospectus Exemptions) or any of its or their representatives in connection with our engagement was, at the date the Information was provided to BMO Capital Markets, and is, as of the date hereof (except to the extent superseded by more current information provided to the date hereof), complete, true and correct in all material respects, and did not and does not contain a misrepresentation (as defined in the Securities Act (Ontario)), provided however, that with respect to any portion of the Information that constitute forecasts, projections, estimates or budgets, such forecasts, projections, estimates or budgets were reasonably prepared on bases reflecting the best currently available assumptions, estimates and judgments of management of the REIT having regard to the REIT's business, plans, financial condition and prospects and are not, in the reasonable belief of management of the REIT, misleading in any material respect; and (ii) since the dates on which the Information was provided to BMO Capital Markets, except as disclosed to BMO Capital Markets, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the REIT or any of its subsidiaries, and no change has occurred in the Information or any part thereof which would have or which could reasonably be expected to have a material effect on the Opinion.

In preparing the Opinion, we have assumed that the executed Arrangement Agreement will not differ in any material respect from the draft that we reviewed, and that the Arrangement will be consummated in accordance with the terms and conditions of the Arrangement Agreement without waiver of, or amendment to, any term or condition that is in any way material to our analyses.

The Opinion is rendered on the basis of securities markets, economic, financial and general business conditions prevailing as of the date hereof and the condition and prospects, financial and otherwise, of the REIT as they are reflected in the Information and as they have been represented to BMO Capital Markets in discussions with the Board of Trustees and management of the REIT and its representatives. In our analyses and in preparing the Opinion, BMO Capital Markets made numerous judgments and assumptions with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond our control or that of any party involved in the Arrangement.

The Opinion is provided to the Special Committee and the Board of Trustees for their exclusive use only in considering the Arrangement and may not be used or relied upon by any other person or for any other purpose without our prior written consent. The Opinion does not constitute a recommendation as to how any Unitholder should vote or act on any matter relating to the Arrangement. Except for the inclusion of the Opinion in its entirety and a summary thereof (in a form acceptable to us) in the Circular and the submission by the REIT of the Opinion to the Court in connection with the approval of the Arrangement, the Opinion is not to be reproduced, disseminated, quoted from or referred to (in whole or in part) without our prior written consent.

We have not been asked to prepare and have not prepared a formal valuation or appraisal of the securities or assets of the REIT or of any of its affiliates, and the Opinion should not be construed as such. The Opinion is not, and should not be construed as, advice as to the price at which the securities of the REIT may trade at any time. BMO Capital Markets was not engaged to review any legal, tax or regulatory aspects of the Arrangement and the Opinion does not address any such matters. We have relied upon, without independent verification, the assessment by the REIT and its legal advisors with respect to such matters. In addition, the Opinion does not address the relative merits of the Arrangement as compared to any strategic alternatives that may be available to the REIT. We were not requested to solicit, and did not solicit, interest from other parties with respect to an acquisition of, or other business combination transaction with, the REIT or any other alternative transaction.

The Opinion is rendered as of the date hereof and BMO Capital Markets disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the Opinion which may come or be brought to the attention of BMO Capital Markets after the date hereof. Without limiting the

foregoing, if we learn that any of the Information we relied upon in preparing the Opinion was inaccurate, incomplete or misleading in any material respect, BMO Capital Markets reserves the right to change or withdraw the Opinion.

APPROACH TO FAIRNESS AND ANALYSIS

BMO Capital Markets performed various analyses in connection with rendering the Opinion. In arriving at our conclusion, we did not attribute any particular weight to any specific approach or analysis, but rather developed qualitative judgments on the basis of our experience in rendering such opinions and on the Information presented as a whole.

In considering the fairness from a financial point of view of the Consideration to be received by Unitholders pursuant to the Arrangement, we considered whether the value of the Consideration fell within a range of fair values for the Units. To determine a range of fair values for the Units, we considered the following methodologies: (i) comparable company trading analysis; (ii) precedent transactions analysis; and (iii) discounted cash flow ("DCF") analysis.

Comparable Company Trading Analysis

BMO Capital Markets reviewed publicly available information for selected publicly listed entities we considered relevant and applied a range of price to adjusted funds from operations ("AFFO") multiples and price to street consensus net asset value per unit ("NAVPU") premiums considered appropriate in the circumstances to the REIT's projection of 2018 AFFO per Unit, which is in line with the street consensus estimate for 2018 AFFO per Unit, and street consensus estimate of the REIT's NAVPU, respectively, to obtain a range of fair values for the Units.

Precedent Transactions Analysis

BMO Capital Markets reviewed publicly available information for selected transactions involving publicly listed entities we considered relevant and applied a range of price to street consensus NAVPU premiums considered appropriate in the circumstances to the street consensus estimate of the REIT's NAVPU to obtain a range of fair values for the Units.

Discounted Cash Flow Analysis

The DCF methodology is a calculation of the present value of the REIT's projected future cash flows to determine a range of values for the Units. The DCF methodology involved estimating annual net cash flows for each year of the projection period, and discounting them at discount rates BMO Capital Markets determined reasonable in the circumstances. A terminal value was also calculated by applying an exit capitalization rate to the REIT's terminal year net operating income with the resulting terminal value being discounted at the same discount rates used for the annual net cash flows. As part of the DCF methodology, BMO Capital Markets performed sensitivity analyses on the key factors considered to be primary drivers of the DCF methodology.

In arriving at our opinion as to whether the Consideration to be received by Unitholders pursuant to the Arrangement is fair from a financial point of view to the Unitholders, BMO Capital Markets compared the fair value ranges for the Units generated by the foregoing analyses to the Consideration to be received by Unitholders under the Arrangement.

Based upon and subject to the foregoing, BMO Capital Markets is of the opinion that, as of the date hereof, the Consideration to be received by the Unitholders pursuant to the Arrangement is fair from a financial point of view to the Unitholders.

Yours truly,

(Signed) BMO NESBITT BURNS INC.

BMO Nesbitt Burns Inc.

SCHEDULE "E"
GREENHILL FAIRNESS OPINION

See attached.

Greenhill & Co. Canada Ltd.
79 Wellington Street West
Suite 3403, P.O. Box 333
Toronto, ON M5K 1K7
(416) 601-2560

Greenhill

January 8, 2018

The Board of Trustees and the Special Committee of the Board of Trustees
Pure Industrial Real Estate Trust
121 King Street West, Suite 2100
Toronto, ON M5H 3T9

To the Board of Trustees and the Special Committee of the Board of Trustees:

Greenhill & Co. Canada Ltd. ("Greenhill", "we", "us" or "our") understands that Pure Industrial Real Estate Trust ("PIRET" or the "Trust") proposes to enter into an arrangement agreement (the "Arrangement Agreement") with BPP Pristine Holdings ULC ("Blackstone", or the "Purchaser") dated January 8, 2018 pursuant to which, among other things, each holder of outstanding Class A units (the "Units") of PIRET will be entitled to receive, in exchange for each Unit held, $8.10 in cash (the "Consideration").

We also understand the transaction (the "Arrangement") contemplated by the Arrangement Agreement is proposed to be effected by way of a plan of arrangement under the *Business Corporations Act* (British Columbia). The terms and conditions of the Arrangement will be summarized in the Trust's management information circular (the "Circular") to be mailed to holders of Units (the "Unitholders") in connection with a special meeting of Unitholders to be held to consider and, if deemed advisable, approve the Arrangement.

We further understand that the board of trustees of the Trust (the "Board of Trustees" or the "Board") has appointed a committee (the "Special Committee") to consider the Arrangement and to make a recommendation to the Board with respect to the Arrangement. We have been retained to provide our opinion (the "Opinion") to the Board and the Special Committee as to the fairness, from a financial point of view, of the Consideration to be received by the Unitholders pursuant to the Arrangement.

All dollar amounts herein are expressed in Canadian dollars, unless stated otherwise.

ENGAGEMENT OF GREENHILL

Greenhill was formally engaged by the Board pursuant to an engagement letter agreement dated December 11, 2017 (the "Engagement Agreement"). Under the terms of the Engagement Agreement, Greenhill has agreed to provide the Board of Trustees with a fairness opinion in connection with the Arrangement.

The Engagement Agreement provides for a payment to Greenhill of a fixed fee upon the delivery of our Opinion. None of the fees payable to us under the Engagement Agreement are contingent upon the conclusions reached by us in the Opinion, or the completion of the Arrangement. PIRET has agreed to reimburse us for our reasonable out-of-pocket expenses and to indemnify us in respect of certain liabilities that might arise out of our engagement.

CREDENTIALS OF GREENHILL

Greenhill and its affiliated entities are a leading independent investment bank focused on providing financial advice on significant mergers, acquisitions, restructurings, financings and capital raising to corporations, partnerships, institutions and governments globally. It acts for clients located throughout the world from its offices in New York, Chicago, Dallas, Frankfurt, Hong Kong, Houston, London, Madrid, Melbourne, San Francisco, São Paulo, Stockholm, Sydney, Tokyo and Toronto.

The Opinion expressed herein represents the opinion of Greenhill and the form and content of this Opinion have been reviewed and approved for release by a committee of senior investment banking professionals of Greenhill, each of whom is experienced in merger, acquisition, divestiture, valuation and fairness opinion matters. The Opinion has been prepared in accordance with the Disclosure Standards for Fairness Opinions of the Investment Industry Regulatory Organization of Canada (the "Organization") but the Organization has not been involved in the preparation or review of the Opinion.

INDEPENDENCE OF GREENHILL

Neither Greenhill nor any of its affiliates is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Ontario) ("OSA")) of the Trust, the Purchaser or any of their respective subsidiaries, associates or affiliates.

During the past two years we have not been engaged by, performed any services for or received any compensation from Blackstone, PIRET or its associated or affiliated entities (other than with respect to any services provided or amounts that were paid or are payable to us under the Engagement Agreement). There are no understandings or agreements between Greenhill, Blackstone or PIRET and its associated or affiliated entities with respect to future financial advisory or investment banking business. Greenhill and its affiliated entities may in the future, in the ordinary course of business, perform financial advisory services for such entities.

SCOPE OF REVIEW

In connection with rendering our Opinion, we have, among other things:

1. reviewed a draft of the Arrangement Agreement dated January 7, 2018 and the schedules attached thereto (together with a disclosure letter relating thereto);

2. reviewed annual reports, comparative audited annual financial statements, management's discussion and analysis, annual supplemental information, annual information forms and management information circulars of PIRET for the fiscal years ended December 31, 2016, 2015

and 2014 as well as interim financial statements and management's discussion and analysis for the three months ended March 31, 2017, the three and six months ended June 30, 2017 and the three and nine months ended September 30, 2017;

3. reviewed earnings call transcripts for the 2016 full year results and quarterly earnings call transcripts for the three months ended March 31, 2017, the three and six months ended June 30, 2017 and the three and nine months ended September 30, 2017 (the "PIRET Q3 Financial Statements");

4. reviewed press releases, material change reports and other regulatory filings made by PIRET during the past three years;

5. reviewed certain public investor presentations and marketing materials prepared by PIRET;

6. reviewed various written proposals to PIRET submitted by an affiliate of the Purchaser;

7. reviewed certain due diligence files prepared by PIRET, including such items as board planning documents, property information, fair value calculations and sensitivities, key ground lease information, summaries of mortgages and summaries of lease documents;

8. reviewed equity details, including Units and Unit equivalents;

9. reviewed certain other publicly available business and financial information relating to PIRET;

10. reviewed certain information, including financial forecasts and other financial and operating data, concerning PIRET supplied to or discussed with us by the management of PIRET, including financial forecasts relating to PIRET prepared by the management of PIRET and approved for our use by PIRET (the "Forecasts");

11. discussed the past and present operations, financial condition and the prospects and strategy of PIRET with senior executives of PIRET;

12. had discussions with the financial advisor to PIRET and the Board concerning the Arrangement and related matters;

13. had discussions with legal counsel to PIRET and the Board concerning the Arrangement and related matters;

14. reviewed the historical market prices and trading activity for the Units and analyzed its implied valuation multiples;

15. compared the Consideration with values for the Units derived based on the financial terms, to the extent publicly available, of certain transactions that we deemed relevant (in the exercise of our professional judgement);

16. compared the Consideration with values for the Units derived based on certain financial information and trading valuations of certain publicly traded companies that we deemed relevant (in the exercise of our professional judgement);

17. compared the Consideration to present values for the Units derived by discounting future cash flows and a terminal value for PIRET at discount rates we deemed appropriate (in the exercise of our professional judgement);

18. reviewed various research publications prepared by equity research analysts regarding PIRET, the industrial real estate sector, and other public companies, as Greenhill deemed relevant (in the exercise of our professional judgement);

19. reviewed a certificate addressed to Greenhill, dated as of the date hereof, from two senior officers of PIRET as to the completeness and accuracy of the Information (as defined below) provided to Greenhill by PIRET; and

20. reviewed such other information, performed such other analyses and considered such other factors as we deemed relevant or appropriate (in the exercise of our professional judgement).

Greenhill has not, to the best of its knowledge, been denied access by PIRET to any information requested by Greenhill.

ASSUMPTIONS AND LIMITATIONS

Our Opinion is subject to the assumptions, qualifications and limitations set out below. We have not been asked to prepare and have not prepared a formal valuation or appraisal of any of the assets or securities of the Trust or any of its affiliates and our Opinion should not be construed as such. We have relied upon the advice of counsel to the Trust that the Arrangement is not subject to the formal valuation requirements of MI 61-101.

With the Board's acknowledgement and agreement as provided for in the Engagement Agreement, we have assumed and relied upon, without independent verification, the accuracy and completeness of the information and data publicly available, supplied or otherwise made available to, or reviewed by or discussed with, us by or on behalf of PIRET or any other participant in the Arrangement or otherwise reviewed by Greenhill, including the certificate identified below (collectively, the "Information"). The Opinion is conditional upon such accuracy and completeness. With respect to the Forecasts (as defined above), we have assumed that they were reasonably prepared on a basis reflecting the best currently available estimates and good faith judgments of the management of PIRET, and we have relied upon the Forecasts in arriving at our opinion. Subject to the exercise of professional judgment and except as expressly described herein, Greenhill has not attempted to verify independently the accuracy or completeness of any of the Information and has not made any independent evaluation or appraisal of the assets or liabilities (contingent or otherwise) of PIRET, nor have we been furnished with any such evaluation or appraisal. We have assumed the accuracy and fair presentation of, and relied upon PIRET's audited financial statements and the reports of the auditors thereon and PIRET's interim unaudited financial statements. Our opinion is necessarily based on financial, economic, market and other conditions as in

effect on, and the information made available to us as of, the date hereof. It should be understood that subsequent developments may affect this opinion, and we do not have any obligation to update, revise, or reaffirm this opinion.

Senior officers of PIRET, in their capacities as officers of PIRET on behalf of PIRET and not in their individual capacities, have represented to Greenhill in a certificate dated the date hereof that:

(a) PIRET has no material information or knowledge of any facts or circumstances, public or otherwise, not specifically provided to Greenhill relating to PIRET or its affiliates (as such term is defined in the OSA), or its or their assets, liabilities, affairs, business, operations, prospects or condition (financial or otherwise) which would reasonably be expected to affect the Opinion in any respect;

(b) Subject to subparagraph (h) below regarding forecasts, projections, budgets and estimates, the information, data, documents, advice, opinions, representations and other material (financial or otherwise) (collectively, the "PIRET Information") supplied or otherwise made available to Greenhill by or on behalf of PIRET or its affiliates or its or their representatives for the purpose of preparing the Opinion, whether provided in written, electronic or oral form was, at the date provided to Greenhill and is, or in the case of historical PIRET Information, was at the date of preparation, complete, true and accurate in all material respects (except to the extent superseded by more current PIRET Information provided to Greenhill prior to the date hereof), and does not and did not contain any untrue statement of a material fact in respect of PIRET, its affiliates or the Arrangement and does not and did not omit to state a material fact in respect of PIRET, its affiliates or the Arrangement necessary to make the PIRET Information or any statement therein not misleading in light of the circumstances under which the PIRET Information was provided or any such statement was made;

(c) They have no knowledge of any facts or circumstances, public or otherwise, not contained in or referred to in the PIRET Information which would reasonably be expected to affect the Opinion, including the assumptions used, the procedures adopted, the scope of the review undertaken or the conclusions reached;

(d) Since the dates on which the PIRET Information was provided to Greenhill, except to the extent superseded by more current Information provided to Greenhill prior to the date hereof and except for the Arrangement, no material transaction has been entered into by PIRET or any of its affiliates;

(e) Since the dates on which the PIRET Information was provided to Greenhill, except to the extent superseded by more current PIRET Information provided to Greenhill prior to the date hereof and except as disclosed in writing to Greenhill, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of PIRET and its affiliates and no material change has occurred in the PIRET Information or any part thereof which would have or

which would reasonably be expected to have a material effect on the Opinion and there is no plan or proposal by PIRET for any material change in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of PIRET or any of its affiliates which has not been disclosed to Greenhill;

(f) PIRET has not filed any confidential material change reports pursuant to the OSA, or analogous legislation in any jurisdiction in which it is a reporting issuer or the equivalent, that remain confidential;

(g) All financial material, documentation and other data concerning the Arrangement, PIRET and its affiliates, excluding any forecasts, projections and/or estimates, provided to Greenhill by PIRET were prepared on a basis consistent in all material respects with the accounting policies applied in the most recent audited consolidated financial statements of PIRET, and do not contain any untrue statement of a material fact or omit to state any material fact necessary to make such financial material, documentation or data not misleading in light of the circumstances in which such financial material, documentation and data were provided to Greenhill;

(h) With respect to any portion of the PIRET Information that constitute budgets, forecasts, projections, and/or estimates, such budgets, forecasts, projections and/or estimates: (i) were prepared using the assumptions identified therein, which in the reasonable belief of management of PIRET are (and were at the time of preparation and continue to be) reasonable in the circumstances having regard to PIRET's industry, business, financial condition, plans and prospects; (ii) were prepared on a basis reflecting the best currently available estimates and judgements of management of PIRET as to matters covered thereby at the time thereof; (iii) reasonably present the views of management of PIRET of the financial prospects and forecasted performance of PIRET and its affiliates and are consistent, in all material respects, with the historical operating experience of PIRET and its affiliates; and (iv) do not, in the reasonable belief of management of PIRET, contain any untrue statement of a material fact or omit to state a material fact necessary to make such budget, forecast, projection and/or estimate (as of the date of the preparation thereof) and are not, in the reasonable belief of management of PIRET, misleading in any material respect in light of the assumptions used or in light of any developments since the time of their preparation;

(i) The contents of PIRET's public disclosure documents were and are, and any and all documents to be prepared in connection with the Arrangement by PIRET for public filing or delivery or communication to securityholders of PIRET will be, true and correct in all material respects and did not, do not and will not contain any misrepresentation (as such term is defined in the OSA), and all such documents have complied, comply and will comply with all requirements under applicable laws and, to the extent any information in such documents is historical, there have been no changes in material facts or new material facts since the respective dates thereof which have not been disclosed to Greenhill or updated by more current disclosure documents that have been disclosed;

(j) The contents of any and all documents prepared or to be prepared in connection with the Arrangement by PIRET for filing with regulatory authorities or delivery or communication to securityholders of PIRET have been, are and will be true and correct in all material respects and have been, are and will not contain any misrepresentation;

(k) Copies or summaries of all normal course property appraisals prepared as of a date within two years preceding the date of the certificate and which were completed in connection with the preparation of PIRET's financial statements have been provided to Greenhill prior to the date hereof. To the best of such officers' knowledge, information and belief after reasonable inquiry, there are no other independent appraisals or valuations or material non-independent appraisals or valuations including without limitation any "prior valuations" (as defined in MI 61-101) relating to PIRET or any of its affiliates or any of their respective securities, material assets or liabilities, which have been prepared as of a date within two years preceding the date of the certificate and which have not been provided to Greenhill;

(l) There have been no written or verbal offers for or proposed transactions involving all or a material part of the properties and assets owned by, or the securities of, PIRET or of any of its affiliates and no negotiations have occurred relating to any such offers or transactions within the three years preceding the date of the certificate which have not been disclosed to Greenhill;

(m) Other than as disclosed in the PIRET Information, neither PIRET nor any of its affiliates has any material contingent liabilities and there are no actions, suits, claims, proceedings, investigations, or inquiries pending or, to the best of such officers' knowledge, threatened against or affecting the Arrangement, PIRET or any of its affiliates at law or in equity or before or by any federal, national, provincial, state, municipal or other governmental department, commission, bureau, board, agency or instrumentality which may in any way materially adversely affect the Arrangement or PIRET and its affiliates; and

(n) There are no agreements, undertakings, commitments or understandings (whether written or oral, formal or informal) materially relating to the Arrangement, except as have been disclosed in complete detail to Greenhill.

In preparing the Opinion, Greenhill has made several assumptions, including that the final executed version of the Arrangement Agreement, which we have further assumed will be identical to the most recent draft thereof reviewed by us except as would not be in any way material to our analyses, and the Arrangement will be consummated in accordance with the terms set forth in the Arrangement Agreement and in accordance with all applicable laws without any waiver, amendment or delay of any terms or conditions that is in any way material to our analyses. In addition, Greenhill has assumed that the conditions precedent to the completion of the Arrangement can be satisfied in due course, all consents, permissions, exemptions or orders of relevant third parties or regulatory authorities will be obtained, without condition or qualification that is in any way material to our analyses, and the procedures being followed to implement the Arrangement are valid and effective. In its analysis in connection with the preparation of the Opinion,

Greenhill made numerous assumptions, in the exercise of our professional judgment, with respect to industry performance, general business and economic conditions, and other matters, many of which are beyond the control of Greenhill or PIRET.

The Opinion is conditional upon all of Greenhill's assumptions being correct (except as would not be in any way material to our analyses) and there being no "misrepresentation" (as defined in the OSA) in any Information.

Greenhill is not a legal, regulatory, tax or accounting expert, and Greenhill expresses no opinion concerning any legal, tax or accounting matters concerning the Arrangement or the sufficiency of this Opinion for the purposes of the Board. We have relied upon, without independent verification, the assessment of the Board and its legal, tax or regulatory advisors with respect to legal, tax or regulatory matters.

The Opinion has been provided for the exclusive use of the Board and the Special Committee in considering the Arrangement and, except for the inclusion of the Opinion in its entirety and a summary thereof (in a form acceptable to us) in the Circular, may not be published, disclosed to any other person, relied upon by any other person or used for any other purpose, without the prior written consent of Greenhill. The Opinion is not intended to be, and does not constitute, a recommendation to the members of the Board or any special committee thereof as to whether they should approve the Arrangement or to any holder of Units as to whether or how such holder should vote in respect of the resolution of holders of Units to be considered at the Special Meeting or whether to take any other action with respect to the Arrangement or the Units. The Opinion does not address the relative merits of the Arrangement as compared to other transactions or business strategies that might be available to PIRET. Greenhill expresses no opinion with respect to the future trading prices of securities of PIRET.

The Opinion is rendered as of January 8, 2018 on the basis of securities markets, economic and general business and financial conditions prevailing on that date and the condition and prospects, financial and otherwise, of PIRET and its subsidiaries and affiliates as they were reflected in the Information provided to Greenhill. Any changes therein may affect the Opinion and, although Greenhill reserves the right to change or withdraw the Opinion in such event, it disclaims any undertaking or obligation to advise any person of any such change that may come to its attention, or update the Opinion after such date. In preparing the Opinion, Greenhill was not authorized to solicit, and did not solicit, interest from any other party with respect to the acquisition of Units or other securities of PIRET, or any business combination or other extraordinary transaction involving PIRET, nor did Greenhill negotiate with any party in connection with any such transaction involving PIRET.

The preparation of a fairness opinion is a complex process and is not necessarily amenable to partial analysis or summary description. Greenhill believes that its analyses must be considered as a whole and that selecting portions of the analyses or the factors considered by it, without considering all factors and analyses together, could create an incomplete view of the process underlying the Opinion. Accordingly, the Opinion should be read in its entirety.

OVERVIEW OF PIRET

PIRET is an unincorporated, open-ended investment trust that owns and operates a diversified portfolio of 177 income-producing industrial properties encompassing approximately 25 million square feet of gross leasable area in leading markets across Canada and key distribution and logistics markets in the United States. The Trust also owns approximately 131.6 acres of developable land across Canada and the United States.

The Trust is an internally managed REIT and is one of the largest publicly-traded REITs in Canada that offers investors exposure to industrial real estate assets in Canada and the United States.

FAIRNESS METHODOLOGIES

In support of the Opinion, Greenhill has performed certain financial analyses with respect to PIRET, based on those methodologies and assumptions that Greenhill considered appropriate in the circumstances for the purposes of providing the Opinion.

In determining the fairness of the Consideration, Greenhill relied primarily on the net asset value ("NAV"), the corporate discounted cash flow ("DCF") and distribution discount model ("DDM") approaches. As secondary methodologies, Greenhill considered comparable trading and precedent transactions analyses. Finally, Greenhill reviewed and considered various reference points such as the 52-week trading range and volume weighted average prices of the Units, equity research analysts' price targets of the Units, equity research analysts' NAV per Unit estimates and premiums paid in comparable transactions.

Net Asset Value Analysis

The NAV methodology (the "NAV Approach") ascribes a separate value for each category of asset and liability, utilizing the methodology appropriate in each case based on the unique characteristics of each asset. The sum of total assets less total liabilities yields the NAV. As Greenhill does not consider a NAV analysis a liquidation analysis, it has not included frictional costs that may be incurred in the liquidation of the assets such as transaction costs or tax leakage in the subsequent analysis. In preparing PIRET's NAV analysis, Greenhill relied on financial projections as prepared by PIRET management.

The key components of PIRET's NAV are as follows:

- Operating real estate;
- Development projects, land and assets held for sale;
- Cash and other assets;
- Debt and other liabilities; and
- Non-Controlling interests.

Operating Real Estate

PIRET's operating real estate includes income generating properties and related assets located in Canada and the United States. For each asset, Greenhill employed a direct capitalization approach which is based

on the conversion of each property's net operating income ("NOI") directly into an expression of market value. In this approach, forecasted asset NOI over the next twelve months is capitalized by an appropriate yield, which reflects the investment characteristics of the asset.

For each asset, Greenhill relied upon the property-level NOI projections prepared by PIRET management and selected a range of capitalization rates based on Greenhill's review of capitalization rates used by PIRET management in its quarterly International Finance Reporting Standards ("IFRS") valuations. As a result, the weighted average capitalization rate for the overall portfolio ranged from 4.94% to 5.95%. Greenhill then made adjustments to each asset's resulting gross asset value to reflect PIRET's proportionate ownership in each asset, net of non-controlling interests.

Development Projects, Land and Assets Held for Sale

Greenhill included PIRET's proportionate share of development properties, land and assets held for sale, as stated in the PIRET Q3 Financial Statements, adjusted for recently closed acquisitions and divestitures.

Cash and Other Assets

Greenhill included PIRET's proportionate share of cash and cash equivalents, net of non-controlling interests, based on the PIRET Q3 Financial Statements and adjusted for recently closed acquisitions and divestitures. Greenhill also included PIRET's proportionate share of accounts receivables and other assets based on the PIRET Q3 Financial Statements and adjusted for recently closed acquisitions and divestitures.

Debt and Other Liabilities

Greenhill included PIRET's proportionate share of total debt outstanding as reflected in the PIRET Q3 Financial Statements and adjusted for recently closed acquisitions and divestitures. Greenhill also included PIRET's proportionate share of deferred tax liabilities, rental deposits and other liabilities, as stated in the PIRET Q3 Financial Statements and adjusted for recently closed acquisitions and divestitures.

Non-Controlling Interests

Greenhill included PIRET's non-controlling interests, as stated in the PIRET Q3 Financial Statements and adjusted for recently closed acquisitions and divestitures.

Net Asset Value Calculation

Based on the foregoing, Greenhill subtracted the sum of PIRET's total liabilities from the sum of its total assets to determine a range of prices per Unit under the NAV Approach.

Corporate Discounted Cash Flow Analysis

Greenhill performed a corporate DCF analysis (the "DCF Approach") using cash flow forecasts provided by PIRET management. In this approach, unlevered free cash flow projections are discounted at a specific rate to determine the present value. The present value of a terminal value, representing the value of

unlevered free cash flows beyond the end of the forecast period is added to arrive at a total aggregate value. Outstanding debt, reflecting the impact of pending acquisitions and dispositions is subtracted and outstanding cash, also reflecting the impact of pending acquisitions and dispositions is added to arrive at an equity value. The equity value is then divided by the fully diluted Unit count in order to arrive at an implied price per Unit.

Greenhill reviewed the DCF value based on two scenarios: (i) the status quo, and (ii) reflecting the impact of incremental annual property acquisitions. Financial forecasts for both scenarios were prepared by the management of PIRET and approved for our use by PIRET.

PIRET's principal assets consist of its operating real estate properties. Greenhill utilized an unlevered discounted cash flow analysis whereby Greenhill, using projections provided by management of the Trust, calculated the earnings before interest, taxes and depreciation and amortization and then proceeded to deduct cash taxes, straight line rent expense, capital expenditures and other costs. Greenhill's calculations were based on projections of cash flows and other amounts prepared by management of the Trust.

Greenhill calculated a range of terminal values by applying a range of capitalization rates to the terminal year's estimated net operating income as provided by PIRET management. A capitalization rate range of 5.40% to 5.90% was selected based on Greenhill's professional judgement, which included an analysis of the capitalization rates of other comparable companies. Greenhill then discounted the resulting terminal value, along with the unlevered free cash flow over the five year forecast period, to the present value using a weighted average cost of capital ("WACC") rate of 6.45% to 6.95%.

Distribution Discount Model

Greenhill performed a distribution discount model ("DDM") analysis (the "DDM Approach") using five-year distribution per Unit projections as provided by PIRET management. In this approach, distribution projections are discounted at a specific rate to determine the present value of the distribution stream. The present value of a terminal value, representing the value of distributions beyond the end of the forecast period, is added to arrive at a total equity value.

Greenhill reviewed the DDM value based on two scenarios (i) the status quo, and (ii) reflecting the impact of incremental annual property acquisitions. Financial forecasts for both scenarios were prepared by the management of PIRET and approved for our use by PIRET.

Greenhill calculated a range of terminal values using the perpetuity growth method. Under this method, Greenhill applied a range of terminal distribution growth rates to the projected distribution per Unit figure in year five. A terminal growth rate of 2.75% to 3.25% was selected based on Greenhill's professional judgement, which included a review of historical distribution growth rates and projections prepared by PIRET management. Greenhill then discounted the resulting terminal value, along with the distributions over the five-year forecast period, to present value using equity discount rates ranging from 7.85% to 8.35%. These equity discount rates were the result of a capital asset pricing model ("CAPM") approach, which generates a cost of equity by adding a risk-free rate of return to a premium that represents the financial and non-diversifiable business risk of a stock.

Comparable Companies Analysis

Using publicly available information including consensus equity research analyst estimates, Greenhill reviewed and analyzed certain public market trading statistics of select North American industrial-focused real estate investment trusts that we considered relevant (the "Comparable Companies Approach"). In preparing its Comparable Companies Approach, Greenhill based its comparison on the following companies in Canada and the United States:

Canada

- Canadian Real Estate Investment Trust
- Artis Real Estate Investment Trust
- Granite Real Estate Investment Trust
- Dream Industrial Real Estate Investment Trust
- WPT Industrial Real Estate Investment Trust
- Summit Industrial Income REIT

United States

- Prologis, Inc.
- Duke Realty Corporation
- Liberty Property Trust
- Gramercy Property Trust
- DCT Industrial Trust Inc.
- First Industrial Realty Trust, Inc.
- EastGroup Properties, Inc.
- STAG Industrial, Inc,
- Rexford Industrial Realty, Inc.
- Terreno Realty Corporation

While Greenhill did not consider any of the companies reviewed to be directly comparable to PIRET, Greenhill believed that they shared certain business, financial, and/or operational characteristics to those of PIRET and used its professional judgment in selecting the most appropriate trading multiples. Greenhill considered price to net asset value multiples ("P/NAV"), price to funds from operations multiples ("P/FFO") for 2018E, price to adjusted funds from operations ("P/AFFO") for 2018E and implied capitalization rates for select industrial-focused REITs to be the most appropriate trading metrics for PIRET.

Precedent Transaction Analysis

Greenhill reviewed available information in connection with 13 change of control transactions (the "Precedents Transactions Approach") announced since 2006 involving the acquisitions or merger of public industrial-focused real estate investment trusts based in Canada or the United States with a value of greater than $200 million.

Greenhill reviewed the implied capitalization rate paid in each transaction, based on net operating income at the time of the transaction announcement. The overall observed median capitalization rate paid in such selected transactions was 6.40%.

Based on the reviewed transactions, Greenhill applied a range of implied capitalization rates to the corresponding information of the Trust. Greenhill considered the appropriate range of capitalization rates for PIRET to be 5.90% to 6.90% based on the exercise of our professional judgment.

Based on Greenhill's professional judgment, no company or transaction utilized in the precedent transaction analysis may be considered directly comparable to PIRET or the Arrangement.

Reference Points

Greenhill also reviewed and took into consideration other reference points in support of its Opinion.

Historical Trading Analysis

Greenhill reviewed historical trading prices and volumes for the Units on the Toronto Stock Exchange (the "TSX") for the last 30 days and twelve months ended January 5, 2018, the last trading day immediately prior to the PIRET Special Committee and Board meeting regarding the Arrangement. Greenhill examined the volume weighted average price ("VWAP") over this time period.

Research Analysts Price Targets and NAV Estimates

Greenhill reviewed public market trading price targets and equity research analysts' estimates of NAV for the Units. Equity research analyst price targets reflect each analyst's estimate of the future public market trading price of the Units at the time the price target is published. The NAV per Unit estimate represents an equity research analyst's estimate of the intrinsic value of PIRET's net assets on a per Unit basis.

Greenhill specifically reviewed the 11 available research analyst price targets and NAV per Unit estimates immediately prior to the public announcement by PIRET of the Arrangement.

Premiums Paid Analysis

As a reference point, Greenhill reviewed the purchase premiums paid in select change of control transactions involving real estate investment trusts in Canada and the United States since 2010 with a transaction value greater than $200 million. Based on publicly available information, Greenhill identified and reviewed 40 transactions under such criteria.

Greenhill reviewed the premiums paid to the target companies' unaffected stock prices (defined as the stock price one day prior to the earliest date of the deal announcement, announcement of a competing bid or market rumours in certain transactions, as appropriate) for the selected transactions.

Based on the reviewed transactions, Greenhill applied a range of unaffected premiums paid to the corresponding unaffected price of the Units. Greenhill considered the appropriate range of unaffected premiums paid to be 14.2% to 20.0% based on the exercise of our professional judgment.

Based on Greenhill's professional judgment, no company or transaction utilized in the premiums paid analysis may be considered directly comparable to PIRET or the Arrangement.

FAIRNESS CONSIDERATIONS

The assessment of fairness of the Consideration, from a financial point of view, must be determined in the context of the particular transaction. Greenhill based its conclusion in the Opinion on a number of quantitative and qualitative factors including, but not limited to:

a) The Consideration payable for each Unit pursuant to the Arrangement compares favourably with the financial range derived from our analyses using the NAV approach;

b) The Consideration payable for each Unit pursuant to the Arrangement compares favourably with the financial range derived from our analyses using the DCF approach;

c) The Consideration payable for each Unit pursuant to the Arrangement compares favourably with the financial range derived from our analyses using the DDM approach;

d) The Consideration payable for each Unit pursuant to the Arrangement compares favourably with the financial range derived from our analyses using the Comparable Companies approach;

e) The Consideration payable for each Unit pursuant to the Arrangement compares favourably with the financial range derived from our analyses using the Precedent Transaction approach;

f) The Consideration payable for each Unit pursuant to the Arrangement compares favourably with the financial range derived from our selected reference points; and

g) Other factors or analyses, which we have judged, based on the exercise of our professional judgement and our experience in rendering such opinions, to be relevant.

Greenhill did not, in considering the fairness of the Consideration to be received pursuant to the Arrangement, from a financial point of view, assess any income tax consequences that any particular Unitholder may face in connection with the Arrangement.

OPINION

Based upon and subject to the foregoing, and other such matters as we considered relevant, it is our opinion that, as of the date hereof, the Consideration to be received by Unitholders pursuant to the Arrangement is fair, from a financial point of view, to such holders.

Yours very truly,

GREENHILL & CO CANADA LTD.

Greenhill & Co. Canada Ltd.

SCHEDULE "F"
INTERIM ORDER

See attached.

S-182289

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING PIRET HOLDINGS (CANADA) LTD., PURE INDUSTRIAL REAL ESTATE TRUST and BPP PRISTINE HOLDINGS ULC

PIRET HOLDINGS (CANADA) LTD. and
PURE INDUSTRIAL REAL ESTATE TRUST

Petitioners

INTERIM ORDER

BEFORE MASTER MUIR) Tuesday, the 13th day
)
) of February, 2018

THIS WITHOUT NOTICE APPLICATION of the Petitioners, PIRET Holdings (Canada) Ltd. ("CanCo SPV") and Pure Industrial Real Estate Trust (the "Trust"), for an Interim Order pursuant to section 291 of the *Business Corporations Act*, S.B.C. 2002, c-57, as amended (the "*BCBCA*") and pursuant to their Petition filed on February 8, 2018, coming on for hearing at Vancouver, British Columbia, on the 13th day of February, 2018, AND ON HEARING Tom Friedland and Brent Meckling, counsel for the Petitioners, AND UPON READING the Petition herein and the Affidavit #1 of T. Richard Turner, sworn February 8, 2018 (the "Turner Affidavit"), and filed herein:

THIS COURT ORDERS THAT:

DEFINITIONS

1. As used in this Order, unless otherwise defined, terms beginning with capital letters have the respective meanings set out in the draft Information Circular dated February 15, 2018 (the "Circular"), attached as Exhibit "A" to the Turner Affidavit.

MEETING

2. Pursuant to the *BCBCA* and the amended and restated declaration of trust of the Trust dated May 10, 2017 (the "Declaration of Trust"), the Trust is authorized and directed to call, hold and conduct a special meeting (the "Meeting") of the holders (the "Unitholders") of class A units (the "Units") of the Trust, to be held at 11:00 a.m. (Toronto time) on March 23, 2018 at Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, Ontario, to:

(a) consider and, if determined advisable, pass, with or without variation, a special resolution (the "Arrangement Resolution") to approve a proposed plan of arrangement (the "Arrangement") under Division 5 of Part 9 of the *BCBCA* involving CanCo SPV, the Trust and BPP Pristine Holdings ULC (the "Purchaser"), substantially in the form set out at Schedule "B" to the Circular; and

(b) to transact such further and other business as may properly come before the Meeting or any postponement or adjournment thereof.

3. The record date for the Meeting for determining the Unitholders entitled to receive notice of, attend and vote at the Meeting shall be January 24, 2018, as previously approved by the Board of Trustees (the "Trustees") of the Trust (the "Record Date").

4. The Meeting shall be called, held and conducted in accordance with the *BCBCA*, the Declaration of Trust, the Notice of Special Meeting of Unitholders dated February 15, 2018 (the "Notice of Meeting") and the Circular, subject to the terms of this Interim Order and any further Order of this Court, and the rulings and directions of the Chair of the Meeting.

ADJOURNMENT

5. Notwithstanding the provisions of the *BCBCA* and the Declaration of Trust, the Trust, if it deems advisable, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Unitholders respecting the adjournment or postponement and without the need for approval of the Court. Notice of any such adjournments or postponements shall be given by such method as the Trust may determine is appropriate in the circumstances, including by press release, news release, newspaper advertisement, or by notice sent to the Unitholders by one of the methods specified in paragraph 9 of this Interim Order.

6. The Record Date shall not change in respect of adjournments or postponements of the Meeting.

AMENDMENTS

7. Prior to the Meeting, the Trust is authorized to make such amendments, revisions and/or supplements to the Arrangement as it may determine without any additional notice to the Unitholders, and the Arrangement as so amended, revised and supplemented shall be the Arrangement submitted to the Meeting, and the subject of the Arrangement Resolution.

NOTICE OF MEETING

8. The Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of Section 290(1)(a) of the *BCBCA*, and the Trust shall not be required to send to the Unitholders any other or additional statement pursuant to Section 290(1)(a) of the *BCBCA*. The Notice of Meeting and Circular shall be mailed or delivered in accordance with paragraph 9 of this Interim Order. The Circular shall have the Petition and this Interim Order attached as schedules thereto. Failure or omission to distribute the Circular in accordance with paragraph 9 of this Interim Order as a result of a mistake or of events beyond the control of the Trust shall not constitute a breach of this Interim Order and shall not invalidate any resolution passed or proceedings taken at the Meeting, but if any such failure of omission is brought to the attention of the Trust, then the Trust shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

9. The Notice of Meeting (with the Circular attached including this Interim Order and the Notice of Hearing of Petition) and form of proxy (collectively referred to as the "Meeting

Materials") in substantially the same form as contained in Exhibits "A", "B" and "C" to the Turner Affidavit with such deletions, amendments or additions thereto as counsel for the Petitioners may advise are necessary or desirable, provided that such amendments are not inconsistent with the terms of this Interim Order, shall be sent to:

(a) the registered Unitholders as they appear on the securities registers of the Trust as at the Record Date, such Meeting Materials to be sent at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing, delivery or transmittal and including the date of the Meeting, by one or more of the following methods:

(i) by prepaid or air mail addressed to the Unitholders at his, her or its address as it appears on the applicable securities registers of the Trust as at the Record Date;

(ii) by delivery in person or by delivery to the address specified in paragraph 9(a)(i) above; or

(iii) by email or facsimile to any Unitholder who identifies himself, herself or itself to the satisfaction of the Trust, acting through its representatives, who requests such email or facsimile transmission; and

(b) in the case of non-registered Unitholders, by providing copies of the Meeting Materials to intermediaries and registered nominees for sending to beneficial owners in accordance with National Instrument 54-101 – *Communications with*

Beneficial Owners of Securities of a Reporting Issuer of the Canadian Securities Administrators at least three (3) Business Days prior to the twenty-first (21st) day prior to the date of the Meeting;

(c) the directors of CanCo SPV and the Trustees and auditors of the Trust by mailing the Meeting Materials by prepaid ordinary mail, or by email or facsimile transmission, or by delivery in person, to such persons at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing or transmittal and including the date of the Meeting;

and substantial compliance with this paragraph shall constitute good and sufficient notice of the Meeting.

10. In the event that the Trust elects to distribute the Meeting Materials, the Trust is hereby directed to distribute the Notice of Meeting (with the Circular attached including this Interim Order and the Notice of Hearing of Petition), and any other communications or documents determined by the Trust to be necessary or desirable (collectively referred to as the "Notice Materials") to the holders of Unit Options, Deferred Units, Restricted Units and Performance Units, by any method permitted for notice to Unitholders as set forth above in paragraphs 9(a) or 9(b), above, concurrently with the distribution described above in paragraph 9 of this Interim Order. Distribution to such persons shall be to their addresses as they appear in the applicable records of the Trust as at the Record Date.

11. Accidental failure of or omission by the Trust to give notice to any one or more Unitholders, Trustees, directors of CanCo SPV, the auditors of the Trust, or to the holders of Unit Options, Deferred Units, Restricted Units and Performance Units (collectively, the "Securityholders") or the non-receipt of such notice by one or more Securityholders, or any failure or omission to give such notice as a result of events beyond the reasonable control of the Trust (including, without limitation, any inability to use postal services), shall not constitute a breach of this Interim Order or, in relation to notice to Unitholders, the Trustees, the directors of CanCo SPV, and auditors of the Trust, a defect in the calling of the Meeting, and shall not invalidate any resolution passed or proceeding taken at the Meeting, but if any such failure or omission is brought to the attention of the Trust then it shall use reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

12. No other form of service of the Meeting Materials or Notice Materials or any portion thereof need be made or notice given or other material served in respect of these proceedings or the Meeting, except as may be directed by a further order of this Court. Provided that notice of the Meeting and the provision of the Meeting Materials and Notice Materials to the Securityholders take place in compliance with this Interim Order, the requirement of Section 290(1)(b) of the *BCBCA* to include certain disclosure in any advertisement of the Meeting is waived.

DEEMED RECEIPT OF NOTICE

13. The Meeting Materials and Notice Materials shall be deemed, for the purposes of this Interim Order, to have been received:

(a) in the case of mailing, the third day, Saturdays and holidays excepted, following the date of mailing;

(b) in the case of delivery in person, upon receipt at the intended recipient's address;

(c) when provided to intermediaries and registered nominees; and

(d) in the case of any means of transmitted, recorded or electronic communication, when dispatched or delivered for dispatch.

14. Sending of the Meeting Materials in accordance with paragraph 9 of this Interim Order and of the Notice Materials in accordance with paragraph 10 of this Interim Order shall constitute good and sufficient service of notice of the within proceedings on all persons who are entitled to be served. No other form of service need be made. No other materials need be served on such persons in respect of these proceedings, and service of the affidavits in support is dispensed with.

AMENDMENTS TO MEETING MATERIALS

15. The Petitioners are authorized to make such amendments, revisions and/or supplements to the Meeting Materials and Notice Materials as they may determine and the Meeting Materials and Notice Materials, as so amended, revised and/or supplemented, shall be the Meeting Materials and Notice Materials to be distributed in accordance with paragraphs 9 and 10 herein.

UPDATING MEETING MATERIALS

16. Notice of any amendments, updates or supplement to any of the information provided in the Meeting Materials and Notice Materials may be communicated to the Securityholders by press release, news release, newspaper advertisement or by notice sent to the Securityholders by any of the means set forth in paragraph 9 herein, as determined to be the most appropriate method of communication by the Trustees.

QUORUM AND VOTING

17. The quorum for the Meeting shall be individuals present not being less than two in number and being Unitholders or representing by proxy Unitholders who hold in the aggregate not less in aggregate than twenty-five percent of the total number of outstanding Units.

18. In respect to the Arrangement Resolution, the votes taken at the Meeting shall be taken on the basis of one vote per Unit, and the vote required to pass the Arrangement Resolution shall

be the affirmative vote of not less than 66⅔% of the aggregate votes cast by the Unitholders, voting as a single class, present in person or represented by proxy at the Meeting.

19. For the purposes of counting votes respecting the Arrangement Resolution, any spoiled votes, illegible votes, defective votes and abstentions shall be deemed to be votes not cast and the Units represented by such spoiled votes, illegible votes, defective votes and abstentions shall not be counted in determining the number of Units represented at the Meeting. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

20. In all other respects, the terms, restrictions and conditions of the Declaration of Trust will apply in respect of the Meeting.

PERMITTED ATTENDEES

21. The only persons entitled to attend the Meeting shall be the Unitholders as of the Record Date, or their proxyholders, the Trustees, CanCo SPV's directors, the officers, auditors and advisors of the Petitioners, and the Purchaser and its advisors, and any other person admitted on the invitation of the Chair or with the consent of the Meeting, and the only persons entitled to be represented and to vote at the Meeting shall be the registered Unitholders as at the close of business on the Record Date, or their respective and duly-appointed proxyholders.

SCRUTINEERS

22. One or more representatives of the Trust's registrar and transfer agent (or any agent thereof) appointed by the Chair of the Meeting is authorized to act as scrutineer for the Meeting.

SOLICITATION OF PROXIES

23. The Trust is authorized to use the form of proxy in connection with the Meeting, in substantially the same form as attached as Exhibit "B" to the Turner Affidavit and the Trust may in its sole discretion, but is not required to, waive generally the time limits for deposit of proxies by the Unitholders in the circumstances contemplated by the Arrangement Agreement (as described in the Circular) or if the Trust otherwise deems it reasonable to do so. The Trust and the Purchaser are authorized, at their expense, to solicit proxies, directly and through their respective officers, Trustees, directors and employees, and through such agents or representatives as they may retain for the purpose, and by mail or such other forms of personal or electronic communication as they may determine.

24. The procedure for the delivery, revocation and use of proxies at the Meeting shall be as set out in the Meeting Materials.

DISSENT RIGHTS

25. Unitholders have the right to dissent ("Dissent Rights") with respect to the Arrangement Resolution and, if the Arrangement Resolution becomes effective, to be paid the fair value of the Units in accordance with the provision of the Declaration of Trust (except as the provisions of the Declaration of Trust are varied by this Interim Order and the Plan of Arrangement). A dissenting Unitholder who does not strictly comply with the dissent procedures set out in the Declaration of Trust will be deemed to have participated in the Arrangement on the same basis as a non-dissenting Unitholder.

26. For greater certainty, no Unitholder shall be entitled to exercise Dissent Rights with respect to Units for which a Unitholder has voted or instructed a proxyholder to vote in favour of the Arrangement Resolution.

27. Any Unitholder who duly exercises such Dissent Rights set out in paragraph 25 above and who:

(a) is ultimately entitled to be paid by the Purchaser fair value for their Dissent Units (A) shall be deemed to not to have participated in the transactions in Article 3 of the Plan of Arrangement (other than Section 3.1(m)); (B) shall be deemed to have transferred and assigned such Dissent Units (free and clear of any Liens) to the Purchaser in accordance with Section 3.1(m) of the Plan of Arrangement; (C) will be entitled to be paid the fair value of such Dissent Units by the Purchaser, which

fair value shall be determined in accordance with the provisions of the Declaration of Trust; and (D) will not be entitled to any other payment or consideration whatsoever, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Units; or

(b) are ultimately not entitled, for any reason, to be paid by the Purchaser fair value for their Dissent Units, shall be deemed to have participated in the Arrangement in respect of those Units on the same basis as a Unitholder who has not exercised Dissent Rights (and shall be entitled to receive the Consideration from the Purchaser in the same manner as such non-Dissenting Unitholders);

but in no event shall the Purchaser, the Trust or any other Person be required to recognize a Dissenting Unitholder as a registered or beneficial owner of Units or any interest therein (other than the rights set out in section 4.1 of the Plan of Arrangement) at or after the Effective Time, and at the Effective Time the names of such Dissenting Unitholders shall be deleted from the central securities register of the Trust as at the Effective Time.

28. A dissenting Unitholder must send, at or before the Meeting scheduled to be held at 11:00 a.m. (Toronto time) on March 23, 2018, a written objection to the Arrangement Resolution (the "Notice of Dissent") to:

Pure Industrial Real Estate Trust
Suite 910, 925 West Georgia Street

Vancouver, British Columbia, V6C 3L2
Attention: T. Richard Turner

or, in case of adjournment or postponement, at or before the day of the reconvened Meeting.

APPLICATION FOR FINAL ORDER

29. Upon the approval, with or without variation by the Unitholders of the Arrangement, in the manner set forth in this Interim Order, the Trust may apply to this Court for, *inter alia*, an Order:

(a) approving the Arrangement pursuant to section 291(4)(a) of the *BCBCA*; and

(b) declaring that the terms and conditions of the Arrangement are substantively and procedurally fair and reasonable pursuant to section 291(4)(c) of the *BCBCA*;

(collectively, the "Final Order") and that the hearing of the Final Order will be held on March 29, 2018 at 9:45 a.m. (Vancouver time) at the Courthouse at 800 Smithe Street, Vancouver, British Columbia or as soon thereafter as the hearing of the Final Order can be heard or at such other date and time as this Court may direct.

30. The form of Notice of Hearing of Petition is hereby approved as the form of Notice of Proceedings for such approval.

31. Any Securityholder has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order. Any Securityholder seeking to appear at the hearing of the application for the Final Order shall:

(a) complete and file with this Court a Response to Petition, in the form prescribed by the British Columbia *Supreme Court Civil Rules*;

(b) serve a copy of the filed Response to Petition together with a copy of all materials upon which the Securityholder intends to rely upon at the hearing for the Final Order, to the Petitioners' solicitors at:

Clark Wilson LLP
Barristers and Solicitors
Suite 900 - 885 West Georgia Street
Vancouver, BC V6C 3H1
Attention: Brent Meckling

by or before 4:00 p.m. (Vancouver time) on March 26, 2018; and

(c) deliver a copy of the Response to Petition together with copy of all materials upon which the Securityholder intends to rely upon at the hearing for the Final Order, to the Petitioners' co-counsel at:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7
Attention: Tom Friedland / Peter Kolla

and to the Purchaser's solicitors at:

Osler, Hoskin & Harcourt LLP
Suite 2500
TransCanada Tower
450 - 1st St. S.W.

Calgary, AB T2P 5H1
Attention: Tristram Mallett

by or before 4:00 p.m. (Vancouver time) on March 26, 2018.

32. The only persons entitled to notice of any further proceedings herein, including any hearing to sanction and approve the Arrangement, and to appear and be heard thereon, shall be the solicitors for the Petitioners and any persons who have delivered a Response to Petition in accordance with this Interim Order.

33. In the event the hearing for the Final Order is adjourned, only those persons who have filed and delivered a Response to Petition in accordance with this Interim Order need be served with materials filed in this proceeding and provided with notice of the adjourned hearing date.

PRECEDENCE

34. To the extent of any inconsistency or discrepancy with respect to the matters provided for in this Interim Order between this Interim Order and the terms of any instrument creating, governing or collateral to the Units, or the Declaration of Trust, this Interim Order shall govern.

EXTRA-TERRITORIAL ASSISTANCE

35. This Court seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the

legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Honourable Court in carrying out the terms of this Interim Order.

VARIANCE

36. The Petitioners shall be entitled, at any time, to apply to vary this Interim Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of lawyer for the Petitioners
Brent Meckling

By the Court

Registrar

CHECKED

6779307

No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*
S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT
INVOLVING
PIRET HOLDINGS (CANADA) LTD., PURE
INDUSTRIAL REAL ESTATE TRUST and BPP
PRISTINE HOLDINGS ULC

PIRET HOLDINGS (CANADA) LTD. AND
PURE INDUSTRIAL REAL ESTATE TRUST

PETITIONERS

INTERIM ORDER MADE AFTER APPLICATION

File No.: 32295-165

CLARK WILSON LLP
900 – 885 West Georgia Street
Vancouver, BC V6C 3H1
604.687.5700

LAWYER: Brent Meckling
(Direct #: 604.891.7784)

SCHEDULE "G"
PETITION TO THE COURT AND NOTICE OF HEARING OF PETITION

See attached.

S-182289

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*
S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
PIRET HOLDINGS (CANADA) LTD., PURE INDUSTRIAL REAL ESTATE TRUST and
BPP PRISTINE HOLDINGS ULC

PIRET HOLDINGS (CANADA) LTD. and
PURE INDUSTRIAL REAL ESTATE TRUST

Petitioners

PETITION TO THE COURT

THIS IS THE PETITION OF:

PIRET HOLDINGS (CANADA) LTD. and PURE INDUSTRIAL REAL ESTATE TRUST
c/o
GOODMANS LLP
Barristers & Solicitors
Suite 3400 – 333 Bay Street
Toronto, ON M5H 2S7
Attention: Tom Friedland and Peter Kolla
- and -
CLARK WILSON LLP
Barristers and Solicitors
Suite 900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1
Attention: Brent Meckling

Re: THE HOLDERS OF CLASS A UNITS OF PURE INDUSTRIAL REAL ESTATE TRUST

This proceeding has been started by the petitioners for the relief set out in Part 1 below.

If you intend to respond to this petition, you or your lawyer must

(a) file a response to petition in Form 67 in the above-named registry of this Court within the time for Response to Petition described below, and

(b) serve on the Petitioners

(i) 2 copies of the filed Response to Petition, and

(ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the Response to Petition within the time for response.

TIME FOR RESPONSE TO PETITION

A response to petition must be filed and served on the Petitioners,

(a) if you reside anywhere within Canada, within 21 days after the date on which a copy of the filed petition was served on you,

(b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed petition was served on you,

(c) if you reside elsewhere, within 49 days after the date on which a copy of the filed petition was served on you, or

(d) if the time for response has been set by order of the Court, within that time.

(1)	The address of the registry is: 800 Smithe Street Vancouver, B.C. V6Z 2E1
(2)	The ADDRESS FOR SERVICE of the Petitioners is: Clark Wilson LLP Attention: Brent Meckling (Direct Number: (604) 891-7784) Suite 900 – 885 West Georgia Street Vancouver, B.C. V6C 3H1 Fax number address for service (if any) of the Petitioners: (604) 687-6314

	E-mail address for service (if any) of the Petitioners: bmeckling@cwilson.com
(3)	The name and office addresses of the Petitioners' lawyers are: Tom Friedland / Peter Kolla Goodmans LLP 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7 Brent Meckling Clark Wilson LLP Suite 900 - 885 West Georgia Street Vancouver, B.C. V6C 3H1

Part 1: ORDERS SOUGHT

The Petitioners, PIRET Holdings (Canada) Ltd. ("CanCo SPV") and Pure Industrial Real Estate Trust (the "Trust"), apply to this Court for an order pursuant to section 288 of the *Business Corporations Act*, S.B.C. 2002 Ch. 57, and amendments thereto (the "*BCBCA*") for:

1. an order (the "Interim Order") in respect of the calling and conduct of the special meeting on March 23, 2018 (the "Meeting") of the holders (the "Unitholders") of class A units (the "Units") of the Trust in the form attached as Schedule "A" to this Petition;

2. an order (the "Final Order") approving the plan of arrangement and its terms and conditions substantially in the form set forth in the plan of arrangement (the "Arrangement"), which Plan of Arrangement is attached as Schedule "C" to the draft Notice of Special Meeting of Unitholders and Information Circular dated on or about February 15, 2018 (the "Circular"), attached as Exhibit "A" to the Affidavit of T. Richard Turner sworn February 8, 2018 (the "Turner Affidavit") and filed herein, and a declaration that the terms and conditions of the Arrangement are fair and reasonable to the Petitioners and to the Unitholders; and

3. such further and other relief as counsel for the Petitioners may advise and the Court may deem just.

Part 2: FACTUAL BASIS

Definitions

1. As used in this Petition, unless otherwise defined herein, terms beginning with capital letters have the respective meanings set out in the Circular.

The Petitioners

2. The Petitioner, the Trust (Pure Industrial Real Estate Trust), is an unincorporated, open-ended investment trust established under, and governed by, the laws of the Province of British Columbia pursuant to an Amended and Restated Declaration of Trust dated May 10, 2017 (the "Declaration of Trust"). It owns and operates a diversified portfolio of income-producing industrial properties in leading markets across Canada and key distribution and logistics markets in the United States. The Trust is internally managed and is one of the largest publicly-traded REITs in Canada that offers investors exposure to industrial real estate assets in Canada and the United States. The Trust owns and manages a portfolio of 179 industrial properties comprising ~25.7 million square feet (consolidated basis). The head office of the Trust is located at 910-925 West Georgia Street, Vancouver, B.C., V6C 3L2.

3. The Petitioner, CanCo SPV (PIRET Holdings (Canada) Ltd.), is a corporation existing under the laws of the Province of British Columbia. CanCo SPV is a wholly-owned subsidiary of the Trust. CanCo SPV is a holding company through which the Trust indirectly owns its portfolio of income producing properties located in the United States.

Units

4. The Trust is authorized to issue an unlimited number of Units. As at February 7, 2018, the Trust had 305,880,218 Units issued and outstanding.

5. The Units are listed and posted for trading on the TSX under the symbol "AAR.UN".

The Purchaser

6. BPP Pristine Holdings ULC (the "Purchaser") is an unlimited liability company organized under the Laws of the Province of British Columbia. The Purchaser was formed on December 19, 2017, for the purpose of engaging in the transactions contemplated by the Arrangement, and has not engaged in any business activities other than in connection with the transactions contemplated by the Arrangement.

7. The Purchaser is an affiliate of the Blackstone Group L.P. ("Blackstone"). Blackstone is a global leader in real estate investing. Blackstone's real estate business was founded in 1991 and has approximately US$115 billion of assets under management. Blackstone's real estate portfolio includes hotel, office, retail, industrial and residential properties in the U.S., Europe, Asia, Australia and Latin America. Major holdings include Hilton Worldwide,

Invitation Homes (single family homes), Logicor (pan-European logistics) and prime office buildings in the world's major cities.

Overview of the Arrangement

8. The Trust, CanCo SPV and the Purchaser entered into an Arrangement Agreement dated as of January 8, 2018 (as amended, the "Arrangement Agreement") as amended by an Amending Agreement dated February 7, 2018 (the "Amending Agreement"), pursuant to which the Purchaser will acquire (i) control of CanCo SPV, and (ii) all of the outstanding Units and each Unitholder (other than Dissenting Unitholders) will receive $8.10 per Unit in an all-cash transaction valued at $3.8 billion including debt (the "Transaction"). The Transaction will be effected through the Arrangement.

9. The Petitioners propose, in accordance with section 289 of the *BCBCA* and the Declaration of Trust, to call, hold and conduct the Meeting on March 23, 2018 to allow Unitholders to consider and vote on the Arrangement Resolution.

10. The principal features of the Arrangement are summarized as follows:

    (a) ***Effect on Units*** - At the Effective Time, each Unit (other than any Dissent Units) shall be transferred and assigned, without any further act or formality on its part, to the Purchaser (free and clear of any Liens) in exchange for $8.10 in cash, and

        (i) the registered holder thereof shall cease to be, and shall be deemed to cease to be, the registered holder of each such Unit and the name of such registered holder shall be, and shall be deemed to be, removed from the register of Unitholders;

        (ii) the registered holder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such Unit; and

        (iii) the Purchaser shall be, and shall be deemed to be, the holder of all of such outstanding Units and the central securities register of the Trust shall be, and shall be deemed to be, revised accordingly;

    (b) ***Effect on Options*** - At the Effective Time, each option to purchase Units pursuant to the Unit Option Plan of the Trust (each, an "Option") (whether vested or unvested) shall be deemed to be vested and surrendered to the Trust in exchange for a cash payment from the Trust equal to the amount (if any) by which $8.10 in cash exceeds the exercise price of such Option, less applicable withholdings, and each Option shall immediately be cancelled;

    (c) ***Effect on Other Securities*** - At the Effective Time, each Deferred Unit, Restricted Unit and Performance Unit outstanding shall be cancelled in exchange

for a cash payment from the Trust of $8.10 in cash, less applicable withholdings; and

(d) ***Effect on CanCo SPV*** – On the Effective Date, and prior to the acquisition of all of the outstanding Units by the Purchaser, the Purchaser will acquire a majority voting interest in CanCo SPV through its acquisition of a newly created class of preferred shares of CanCo SPV. This step, and its sequence relative to the other steps, of the Plan of Arrangement are intended to facilitate a tax-efficient acquisition structure for the benefit of the Purchaser, the Trust and CanCo SPV subsequent to the acquisition.

11. The Transaction price of $8.10 per Unit represents a 21% premium to the closing price of Units on the TSX on January 8, 2018, the last trading day prior to the announcement of the Transaction, a 22% premium to the Trust's 30-day volume-weighted average Unit price on the TSX for the period ending January 8, 2018 and a 27% premium to the current research consensus Net Asset Value estimate of $6.40 per Unit.

12. The Arrangement is more particularly described in the Arrangement Agreement and the plan of arrangement (the "Plan of Arrangement"). A copy of the Plan of Arrangement is set forth in Schedule "C" to the Circular that is attached as Exhibit "A" to the Turner Affidavit.

Background to the Arrangement

13. In September of 2017, representatives of Blackstone contacted Mr. Kevan Gorrie, Chief Executive Officer of the Trust, to explore the possibility of a strategic transaction involving Blackstone and the Trust, including a possible acquisition of the Trust by Blackstone. Mr. Gorrie advised the representatives of Blackstone that any proposal regarding a potential acquisition of the Trust by Blackstone should be made to the board of Trustees of the Trust (the "Board"). Mr. Gorrie promptly advised Mr. T. Richard Turner, Chairman of the Board, of his discussions with Blackstone.

14. On October 26, 2017, the Board received an unsolicited non-binding proposal from Blackstone which contemplated the acquisition of all of the outstanding Units by an affiliate of Blackstone at a price of $7.55 in cash per Unit (representing a premium of approximately 13% over the closing price of the Units on the TSX that day and a premium of 18% to research consensus Net Asset Value per Unit of $6.40). The proposal was subject to completion of Blackstone's due diligence, as well as negotiation of a definitive acquisition agreement.

15. Promptly following receipt of Blackstone's proposal, Mr. Turner circulated a copy of the proposal to the other Trustees. After consulting with the other Trustees, Mr. Turner contacted Goodmans LLP about the possibility of Goodmans advising the Board (and/or any special committee of the Board formed to consider the proposal) with respect to its duties and responsibilities in considering and responding to Blackstone's proposal and advising the Trust in connection with the negotiation of any potential transaction.

16. On October 30, 2017, the Board convened a meeting, at which senior management of the Trust as well as representatives of Goodmans were present, to discuss the Trustees' initial views regarding Blackstone's proposal. After receiving legal advice from Goodmans, the Board determined that the proposal should be given due consideration, given that it appeared to be credible and the proposed purchase price reflected a premium to the market price of the Units. The Board also considered whether it was necessary or advisable to form a special committee of independent Trustees. While the Board concluded that none of the Trustees had a material conflict of interest in connection with Blackstone's proposal, the Board recognized that Mr. Gorrie, as a member of management, could be perceived to have interests with respect to a potential change of control transaction that differed from Unitholders generally. The Board also determined that it would be advisable to form a committee consisting of a smaller group of independent Trustees who could, with the assistance of financial and legal advisors, evaluate Blackstone's proposal and potential alternatives, and supervise any related negotiations, and make recommendations to the full Board with respect to those matters. For those reasons, the Board unanimously resolved to form the special committee comprised of Mr. Turner (Chair), Paul Haggis and Elisabeth Wigmore (the "Special Committee"), each of whom was determined by the Board to be independent of the Trust and Blackstone. The Special Committee's mandate included, among other things, to oversee and direct the process relating to the evaluation and possible negotiation of Blackstone's proposal as well as potential alternatives to the proposal, including maintaining the status quo, and to make a recommendation to the Board as to whether any particular alternative would be in the best interests of the Trust and fair to its Unitholders. After concluding that Goodmans had no pre-existing material relationships with the Trust or Blackstone, the Board also unanimously resolved to engage Goodmans as legal advisor to advise the Board and Special Committee with respect to their duties and responsibilities in considering and responding to the proposal, and to represent the Trust in any negotiations with respect to a potential transaction. The Board also unanimously resolved to engage BMO Capital Markets to provide the Special Committee and the Board with expert financial advice regarding Blackstone's proposal and potential alternatives to the proposal, and to assist the Trust in negotiating any potential transaction.

17. On October 31, 2017, Mr. Turner, on behalf of the Board, responded in writing to Blackstone indicating that the Board had formed the Special Committee and was in the process of engaging legal and financial advisors to review Blackstone's proposal.

18. On November 3, 2017, BMO Capital Markets was formally engaged as financial advisor to the Trust and the Special Committee. With the assistance of the Trust's management, BMO Capital Markets engaged in a detailed analysis of the Trust and its assets, the Trust's existing Board-approved strategic plan, Blackstone's proposal and other alternatives available to the Trust, including the possibility of soliciting other potential buyers of the Trust.

19. On November 7, 2017, during a regularly scheduled Board meeting at which representatives of BMO Capital Markets and Goodmans were in attendance, BMO Capital Markets provided a presentation regarding its analysis. The Board discussed various potential responses to

Blackstone's proposal. The Board concluded that the Special Committee should convene a meeting to make a recommendation to the Board regarding how to respond.

20. On November 10, 2017, the Special Committee met to determine what recommendation to make to the Board in respect of Blackstone's proposal. Representatives of BMO Capital Markets and Goodmans were also in attendance. After receiving legal and financial advice and evaluating the relative benefits and risks of various potential responses, the Special Committee unanimously determined that Blackstone's proposal did not reflect the value for the Trust and its stakeholders that would reasonably be expected from the continued execution of the Trust's existing Board-approved strategic plan. The Special Committee also concluded that Blackstone's proposal did not warrant engaging in negotiations with, or providing the Trust's confidential information to, Blackstone. Mr. Turner, on behalf of the Special Committee, communicated the Special Committee's recommendation to the other Trustees, who unanimously supported the Special Committee's recommendation.

21. On November 14, 2017, Mr. Turner, on behalf of the Board, responded in writing to Blackstone communicating the Special Committee's and Board's conclusions that Blackstone's proposal did not reflect the value for the Trust and its stakeholders that would reasonably be expected from the continued execution of the Trust's existing Board-approved strategic plan.

22. On November 21, 2017, the Board received a second letter from Blackstone indicating Blackstone's belief that it would be able to increase its proposed price upon receipt of certain confidential information concerning the Trust.

23. On November 22, 2017, the Special Committee met to discuss Blackstone's second letter. The Special Committee unanimously concluded that Blackstone's second letter was not materially different from Blackstone's initial letter and did not warrant engaging in negotiations with, or providing the Trust's confidential information to, Blackstone. Mr. Turner, on behalf of the Special Committee, communicated the Special Committee's recommendation to the other Trustees, who unanimously supported the Special Committee's recommendation.

24. On November 22, 2017, Mr. Turner, on behalf of the Board, responded in writing to Blackstone reiterating the Special Committee's and the Board's conclusions with respect to Blackstone's proposal.

25. On November 26, 2017, the Board received a revised proposal from Blackstone in which Blackstone proposed an increased purchase price of $7.85 per Unit (representing a premium of approximately 16% over the closing price of the Units on the TSX on the most recent prior trading day and a premium of 23% to research consensus Net Asset Value per Unit) and requested a 15 Business Day exclusivity period, during which the Trust would agree not to negotiate a potential change of control or similar transaction with any party other than Blackstone. The revised proposal also indicated that Blackstone intended to implement the transaction through a plan of arrangement and that Blackstone expected the definitive

agreement to include standard deal protections, such as non-solicitation provisions with a fiduciary out, a right to match any superior proposals and customary termination and reverse termination fees and expense reimbursement provisions. The revised proposal remained subject to completion of Blackstone's due diligence, as well as negotiation of a definitive acquisition agreement.

26. On November 27, 2017, the Special Committee met to consider Blackstone's revised proposal. During the meeting, the Special Committee received financial advice from BMO Capital Markets regarding Blackstone's revised proposal and potential alternatives, as well as legal advice from Goodmans and advice from the Trust's management. After receiving that advice and discussing the relative benefits and risks associated with Blackstone's revised proposal and potential alternatives available to the Trust (including continued execution of the Trust's existing Board-approved strategic plan and the possibility of soliciting other potential buyers of the Trust), the Special Committee unanimously concluded that it should recommend that the Trust make a counter-proposal with a specific price of $8.10 per Unit at which the Special Committee would be prepared to recommend that the Trust engage in negotiations with Blackstone.

27. On November 29, 2017, the Board met to receive the Special Committee's report regarding its analysis of Blackstone's revised proposal, as well as the Special Committee's recommendation regarding how to respond to the revised proposal. Representatives of Goodmans were present at the meeting. After receiving the Special Committee's report and discussing the relative benefits and risks of various alternatives available to the Trust, the Board unanimously resolved to adopt the Special Committee's recommendations, and authorized Mr. Turner and Mr. Gorrie to communicate the Trust's counter-proposal to Blackstone.

28. On November 30, 2017, Mr. Turner and Mr. Gorrie had a telephone conversation with representatives of Blackstone, during which Mr. Turner and Mr. Gorrie communicated the Trust's counter-proposal.

29. On December 1, 2017, the Board received a further revised proposal from Blackstone in which Blackstone proposed, as its "best and final offer", a purchase price of $8.10 per Unit (representing a premium of approximately 19% over the closing price of the Units on the TSX that day and a premium of 27% to research consensus Net Asset Value per Unit). Blackstone subsequently clarified that, under its latest proposal, Unitholders would continue to receive the Trust's current monthly distribution in the ordinary course through to closing. The latest proposal provided for the Trust Termination Fee of $77 million and a Purchaser Termination Fee of $154 million. The latest proposal remained subject to the completion of Blackstone's due diligence, as well as negotiation of a definitive acquisition agreement.

30. On December 2, 2017, the Special Committee met to consider Blackstone's latest proposal. During the meeting, the Special Committee received financial advice from BMO Capital Markets and legal advice from Goodmans regarding Blackstone's latest proposal and various alternatives available to the Trust. After receiving that advice and discussing the relative

benefits and risks of various alternatives reasonably available to the Trust (including continued execution of the Trust's existing Board-approved strategic plan and the possibility of soliciting other potential buyers of the Trust), the Special Committee unanimously concluded that it would be in the best interests of the Trust and its stakeholders for the Trust to engage in exclusive negotiations with Blackstone on the basis of Blackstone's latest proposal. In particular, the Special Committee concluded that exclusive negotiations with Blackstone, on the basis of Blackstone's latest proposal, had the greatest probability of providing Unitholders with the highest value reasonably available for their Units, given the advice the Special Committee received about the financial terms of Blackstone's proposal as well as the Special Committee's conclusions regarding the risks associated with soliciting other potential buyers of the Trust. The Special Committee also discussed the possibility of obtaining a fairness opinion from an independent financial advisor whose compensation was not based, in whole or in part, on the conclusion reached in its opinion or the outcome of any transaction.

31. On December 6, 2017, the Board met to receive the Special Committee's report and recommendation regarding Blackstone's latest proposal. After considering the Special Committee's recommendation and discussing the relative benefits and risks associated with various potential alternatives, the Board unanimously resolved to authorize the Trust to enter into exclusive negotiations with Blackstone for a period of 15 Business Days, to provide Blackstone with access to certain of the Trust's confidential information (subject to execution by Blackstone of an appropriate confidentiality and standstill agreement) and to attempt to negotiate the terms of a definitive agreement with Blackstone on the basis of Blackstone's latest proposal. The Board approved the engagement of an independent financial advisor, whose compensation was not based, in whole or in part, on the conclusion reached in its opinion or the outcome of any transaction, to provide the Special Committee and the Board with a fairness opinion, and delegated authority to the Special Committee to select a financial advisor and negotiate the terms of its engagement.

32. Following the meeting, Goodmans, under the direction of the Special Committee, negotiated the terms of the Confidentiality Agreement with Blackstone's counsel and the Parties executed the Confidentiality Agreement on December 8, 2017. The Confidentiality Agreement governs the disclosure and use of the Trust's confidential information by Blackstone and its representatives, includes a customary "standstill" provision that generally prevents Blackstone from attempting to acquire control of the Trust without the consent of the Board, and required the Trust to negotiate exclusively with Blackstone until January 2, 2018.

33. On December 8, 2017, the Special Committee met to consider proposals from several potential financial advisors for a mandate to provide the Special Committee and the Board with an independent fairness opinion. After discussing each proposal, the Special Committee unanimously resolved to engage Greenhill & Co. Canada Ltd. ("Greenhill") as independent financial advisor to the Special Committee and the Board for the purpose of providing a

fairness opinion, and instructed Goodmans to negotiate an engagement agreement with Greenhill.

34. Commencing on December 8, 2017, the Trust provided Blackstone and its representatives with access to an electronic data room, which contained certain public and non-public information concerning the Trust and its assets.

35. Over the following three weeks, the Trust's financial and legal advisors, under the direction of the Special Committee and with the assistance of the Trust's management, negotiated the terms of the arrangement agreement and the related transaction documents. During this period, the Special Committee and the Board met to receive updates regarding the status of the negotiations and to provide direction regarding how to resolve important business and legal matters. In addition to formal meetings, the Trustees also engaged in numerous discussions amongst themselves, as well as with their legal and financial advisors and the Trust's management, with respect to various matters that arose during the negotiations. During these negotiations, Blackstone agreed to increase the Purchaser Termination Fee from $154 million to $220 million.

36. On December 11, 2017, the Trust, on behalf of the Board, entered into an engagement agreement with Greenhill. Greenhill's engagement agreement provides that Greenhill's compensation for providing its fairness opinion is a fixed fee payable at the time of delivery of its fairness opinion, regardless of the conclusion reached by Greenhill and regardless of whether or not any transaction was ultimately consummated.

37. At a meeting of the Special Committee held on December 21, 2017, the Special Committee discussed the status of the negotiations with Blackstone and provided direction to Goodmans with respect to the possible resolution of certain key outstanding matters. During the meeting, the Special Committee discussed a request from Blackstone to extend the exclusivity period to January 9, 2018, in light of the current status of the negotiations, transaction documentation, and Blackstone's due diligence. During the meeting, representatives of Greenhill provided an update regarding the status of their analysis of the fairness, from a financial point of view, of the Consideration to be received by Unitholders under the Arrangement.

38. Also on December 21, 2017, following the meeting of the Special Committee, the Board met to receive an update from the Special Committee and its advisors regarding the status of the negotiations with Blackstone. During the meeting, the Board authorized the Special Committee to extend the exclusivity period by up to one week from January 2, 2018, if and when the Special Committee determined it was necessary or appropriate to do so.

39. Over the following week, Blackstone continued its due diligence and the Parties continued negotiating the terms of the arrangement agreement and the related transaction documents.

40. On December 31, 2017, the Special Committee met to receive an update regarding the status of the negotiations with Blackstone and to consider extending the exclusivity period with

Blackstone in order to allow Blackstone to complete its due diligence and to allow the Parties to complete their negotiation of the arrangement agreement and related transaction documents. The Special Committee also considered a request from Blackstone to allow one of its limited partners to potentially co-invest along with Blackstone as part of the Arrangement. Representatives of Goodmans and Mr. Gorrie attended the meeting. After receiving legal advice and discussing the rationale for the potential inclusion of a co-investor, the Special Committee unanimously resolved to authorize the Trust to consent to Blackstone sharing confidential information with its potential co-investor (subject to the terms of the Confidentiality Agreement) and to extend the exclusivity period until January 8, 2018.

41. Over the following days, the Trust's financial and legal advisors, under the direction of the Special Committee and with the assistance of the Trust's management, negotiated with Blackstone to finalize the terms of the arrangement agreement and related transaction documents, and Blackstone completed its due diligence.

42. On January 8, 2018, the Special Committee met to receive financial and legal advice regarding the Arrangement, to review and evaluate the terms of a draft of the arrangement agreement and related transaction documents, and to determine what recommendation to make to the Board with respect to the Arrangement. During the meeting, representatives of Goodmans made a presentation regarding the terms of the arrangement agreement and the related transaction documents, and discussed the duties and responsibilities of the trustees in considering the Arrangement. Following Goodmans' presentation, representatives of Greenhill and BMO Capital Markets each provided a presentation regarding their respective analysis of the fairness, from a financial point of view, of the consideration to be received by Unitholders under the arrangement agreement. The other members of the Board were invited to attend this portion of the meeting so that they could also receive the financial advisors' respective presentations and opinions. Following their presentations, each of Greenhill and BMO Capital Markets provided their respective verbal opinions (subsequently confirmed in writing) to the effect that, as of the date thereof and subject to the assumptions, limitations and qualifications described therein, the Consideration to be received by Unitholders pursuant to the Arrangement is fair, from a financial point of view, to Unitholders.

43. The Special Committee then met along with Goodmans to discuss its recommendations to the Board with respect to the Arrangement. After discussing the relevant substantive and procedural benefits and risks associated with the Arrangement and potential alternatives, the Special Committee unanimously resolved to recommend to the Board that (i) the Arrangement is in the best interests of the Trust and fair to its Unitholders, (ii) the Board approve the Arrangement and the execution, delivery and performance of the Arrangement Agreement and other transaction documents, and (iii) the Board recommend that Unitholders vote in favour of the Arrangement.

44. Following the Special Committee meeting, the Board met to receive a report from the Special Committee, as well as its recommendations regarding the Arrangement. Mr. Turner, on behalf of the Special Committee, presented a report to the Board that summarized the process

undertaken by the Special Committee, the information the Special Committee considered in making its recommendations, the reasons for the Special Committee's recommendations and certain risks the Special Committee considered. Following the report, Mr. Turner, on behalf of the Special Committee, delivered the recommendations of the Special Committee described above. After discussing the Special Committee's report and recommendation and the relative benefits and risks of the Arrangement and various alternatives reasonably available to the Trust, the Board unanimously resolved (i) that the Arrangement is in the best interests of the Trust and fair to its Unitholders, (ii) to approve the Arrangement and the execution, delivery and performance of the Arrangement Agreement and related transaction documents, and (iii) to recommend that Unitholders vote in favour of the Arrangement.

45. Later on January 8, 2018, the Trust, CanCo SPV and the Purchaser entered into the Arrangement Agreement and the related transaction documents.

46. On the morning of January 9, 2018 prior to the opening of trading on the TSX, the Arrangement was publicly announced.

47. On February 7, 2018, the Trust, CanCo SPV and the Purchaser amended the Plan of Arrangement to provide that the Dissent Rights described under "Dissent Rights" shall be based on the dissent rights set forth in the Declaration of Trust.

Recommendation of the Special Committee

48. The Special Committee, after careful consideration and having received advice from its financial and legal advisors and the Fairness Opinions, unanimously concluded that the Arrangement is in the best interests of the Trust and fair to its Unitholders. Accordingly, the Special Committee unanimously recommended that the Board approve the Arrangement and unanimously recommend that Unitholders vote in favour of the Arrangement Resolution at the Meeting.

Recommendation of the Board

49. The Board, after careful consideration and having received advice from its financial and legal advisors, the Fairness Opinions, and the unanimous recommendation of the Special Committee, unanimously concluded that the Arrangement is in the best interests of the Trust and fair to its Unitholders. Accordingly, the Board unanimously approved the Arrangement and unanimously recommends that Unitholders vote in favour of the Arrangement Resolution at the Meeting.

Reasons for and Fairness of the Arrangement

50. The Special Committee and the Board carefully considered the Arrangement and received the benefit of advice from financial and legal advisors. The Special Committee and the Board identified a number of factors in respect of their recommendations to vote in favour of the Arrangement Resolution, including those set out below:

(a) *Significant Premium to Market Price and NAV.* The Consideration to be paid pursuant to the Arrangement for each Unit represents a 21% premium to the closing price of the Units on the TSX on January 8, 2018, the last trading day prior to the announcement of the Arrangement, a 22% premium to the 30-day volume-weighted average Unit price on the TSX for the period ending January 8, 2018, and a 27% premium to the research consensus Net Asset Value estimate of $6.40 per Unit.

(b) *Certainty of Value and Immediate Liquidity.* The Consideration to be received by Unitholders is payable entirely in cash and therefore provides Unitholders with certainty of value and immediate liquidity, and removes the risks associated with the Trust remaining an independent public entity (including challenges of acquiring and developing assets on an accretive basis in light of an increasingly competitive environment for industrial real estate assets as well as external factors such as changes in interest rates, capitalization rates, currency exchange rates and capital markets conditions that are beyond the control of the Trust and its management).

(c) *Compelling Value Relative to Alternatives.* Prior to entering into the Arrangement Agreement, the Special Committee and the Board, with the assistance of their financial and legal advisors, and based upon their collective knowledge of the business, operations, financial condition, earnings and prospects of the Trust, as well as their collective knowledge of the current and prospective environment in which the Trust operates (including economic and market conditions), assessed the relative benefits and risks of various alternatives reasonably available to the Trust, including continued execution of the Trust's existing Board-approved strategic plan and the possibility of soliciting other potential buyers of the Trust. As part of that evaluation process, the Special Committee and the Board unanimously concluded that (i) the Consideration represents greater value for the Trust and its Unitholders than would reasonably be expected from the continued execution of the Trust's Board-approved strategic plan (particularly having regard to the risks described in the preceding paragraph (b), above), (ii) conditions for sale transactions in the real estate markets are generally favourable, with prices for industrial real estate assets being at or near historical highs while capitalization rates are at or near historical lows, (iii) it was unlikely that any other party would be willing to acquire the Trust on terms that were more favourable to Unitholders, from a financial point of view, than the Arrangement, (iv) there are a limited number of other potential buyers (including publicly traded real estate entities) that have a strategic focus on the type of properties owned by the Trust and the financial capacity to acquire the Trust on terms that are more favourable to Unitholders, from a financial point of view, than the Arrangement, and (v) soliciting other potential buyers of the Trust could have significant negative impacts on the Trust and its stakeholders, including jeopardizing the availability of Blackstone's proposal, the confidentiality of discussions, and the

Trust's ability to retain its employees and execute its Board-approved strategic plan. The Special Committee and the Board continually assessed each reasonably available alternative throughout the process of evaluating and negotiating the Arrangement and ultimately concluded that entering into the Arrangement Agreement with the Purchaser was the most favourable alternative reasonably available.

(d) *Arm's Length Negotiation.* The Arrangement Agreement is the result of a rigorous negotiation process that was undertaken at arm's length with the oversight and participation of the Special Committee and the Board and their financial and legal advisors and resulted in two price increases by Blackstone from its October 26, 2017 non-binding proposal of $7.55 per Unit. The Special Committee and the Board, after considering advice from their financial advisors, concluded that $8.10 per Unit is the highest price that Blackstone was willing to pay to acquire the Trust.

(e) *Blackstone's Reputation and Track Record.* The Special Committee and the Board concluded that it is likely that Blackstone will complete the Arrangement if all conditions are satisfied, given (i) Blackstone's extensive track record in completing large-scale real estate transactions (particularly in the industrial real estate space) globally, (ii) Blackstone is a logical strategic buyer of the Trust, and (iii) Blackstone has historically proven that they have access to capital, including favourable debt financing.

(f) *BMO Fairness Opinion.* The Special Committee and the Board received the BMO Fairness Opinion from BMO Capital Markets which states that, as of the date thereof, and subject to the assumptions, limitations and qualifications set out therein, the Consideration to be received by Unitholders pursuant to the Arrangement Agreement is fair, from a financial point of view, to the Unitholders.

(g) *Greenhill Fairness Opinion.* The Special Committee and the Board received the Greenhill Fairness Opinion from Greenhill which states that, as of the date thereof, and subject to the assumptions, limitations and qualifications set out therein, the Consideration to be received by Unitholders pursuant to the Arrangement Agreement is fair, from a financial point of view, to the Unitholders.

(h) *Continued Payment of Regular Monthly Distributions.* The Trust will continue to declare its regular monthly distribution of $0.026 per Unit on each regularly scheduled record date that occurs prior to the Effective Date, and will pay all such distributions to Unitholders of record on each such record date in the ordinary course.

(i) *Tax Efficient Structure of the Arrangement.* The Arrangement will generally result in taxable Unitholders realizing a capital gain for Canadian income tax

purposes. Furthermore, the proceeds received by Unitholders for their Units generally will not be subject to Canadian withholding tax.

(j) *Equal Treatment of Security Holders.* Holders of Unit Options, Deferred Units, Restricted Units and Performance Units will receive the same consideration for their securities as holders of Units under the Arrangement.

(k) *Purchaser Termination Fee.* Blackstone is obligated to pay to the Trust the Purchaser Termination Fee of $220 million in certain circumstances, including in connection with certain breaches of the Arrangement Agreement by Blackstone, including a failure to consummate the Arrangement when required to do so under the terms of the Arrangement Agreement. Blackstone Property Partners Lower Fund 2, L.P., which the Special Committee and the Board believe is a creditworthy entity, has guaranteed payment of the Purchaser Termination Fee if and when payable under the Arrangement Agreement.

(l) *Ability to Respond to and Enter into Superior Proposals.* Notwithstanding the Special Committee's and the Board's determination regarding the low likelihood of other potential acquirers emerging, the Trust retains the ability, under the terms of the Arrangement Agreement, to consider and respond to unsolicited Acquisition Proposals, and to terminate the Arrangement Agreement in order to enter into a definitive agreement providing for the implementation of a Superior Proposal upon payment of the Trust Termination Fee, in each case subject to the specific terms and conditions set forth in the Acquisition Agreement. The Special Committee and the Board, based on advice received from their financial advisors, unanimously concluded that the $77 million Trust Termination Fee is reasonable in the circumstances.

(m) *Court and Unitholder Approval.* The Arrangement Resolution must be approved by the affirmative vote of not less than 66⅔% of the votes cast by Unitholders present in person or represented by proxy at the Meeting. The Arrangement must also be approved by the Court, which will consider the fairness and reasonableness of the Arrangement to all Unitholders.

(n) *Dissent Rights.* Registered Unitholders have the right to exercise Dissent Rights in connection with the Arrangement, subject to strict compliance with the requirements applicable to the exercise of dissent rights.

51. In making their recommendations, the Special Committee and the Board also considered a number of potential risks and other factors resulting from the Arrangement and the Arrangement Agreement, including those described in the "Risk Factors" section in the Circular.

The Meeting and Approvals

52. As approved by the Board, the record date for determining the Unitholders entitled to receive notice of, attend and vote at the Meeting is January 24, 2018 (the "Record Date").

53. The Meeting will be held at 11:00 a.m. (Toronto time) at the offices of Goodmans LLP, 333 Bay Street, Suite 3400 in Toronto, Ontario.

54. In connection with the Meeting, the Trust intends to send to each Unitholder a copy of the following material and documentation substantially in the forms as attached as Exhibits "A", "B" and "C" to the Turner Affidavit:

    (a) the Circular that includes, among other things:

        (i) the Notice of Special Meeting of Unitholders;

        (ii) an explanation of the effect of the Arrangement;

        (iii) the text of the Arrangement Resolution (being Schedule "B" to the Circular);

        (iv) the text of the proposed Plan of Arrangement (being Schedule "C" to the Circular);

        (v) copies of the BMO Fairness Opinion and the Greenhill Fairness Opinion (being Schedules "D" and "E" to the Circular);

        (vi) a copy of the Interim Order (being Schedule "F" to the Circular); and

        (vii) a copy of the within Petition to the Court and Notice of Hearing of Petition (being Schedule "G" to the Circular); and

    (b) the form of proxy for the Unitholders.

    (collectively, the "Meeting Materials", as used in the Interim Order).

55. The Meeting Materials will be sent to the Unitholders before the Meeting, and will be distributed as follows:

    (a) in the case of registered Unitholders, at least 21 days before the Meeting, by prepaid or air mail, by delivery in person or by email or facsimile, addressed to each such holder at his, her or its address, as shown on the books and records of the Trust as of the Record Date;

    (b) in the case of non-registered Unitholders, by providing copies of the Meeting Materials to intermediaries and registered nominees in a timely manner in

accordance with National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators; and

(c) in the case of the Trustees and auditors of the Trust and the directors of CanCo SPV, at least 21 days before the Meeting, by pre-paid ordinary mail or by email or facsimile, or by delivery in person.

56. In the event that the Trust elects to distribute the Meeting Materials, the Trust will distribute the Circular and Notice of Hearing of Petition, and any other communications or documents determined by the Trust to be necessary or desirable (collectively referred to as the "Notice Materials", as used in the Interim Order) to the holders of options to purchase Units, deferred Units, restricted Units and performance Units, by a method permitted for notice to Unitholders, concurrently with the distribution of the Meeting Materials. Distribution to such persons shall be to their addresses as they appear on the applicable record of the Trust as at the Record Date.

57. The Circular describes the background leading to the Arrangement, the terms of the Arrangement, the reasons for and fairness of the Arrangement, and the steps the Unitholders may take to vote.

58. The Circular will also be filed with the provincial and territorial securities regulators on SEDAR, and will be publicly available on SEDAR's website.

59. All such documents may contain such amendments thereto as the Petitioners may advise are necessary or desirable, provided such amendments are not inconsistent with the terms of the Interim Order.

Quorum and Voting

60. It is proposed that the requisite vote at the Meeting to pass the Arrangement be the affirmative vote of not less than 66⅔% of the aggregate votes cast by the Unitholders, voting as a single class, present in person or represented by proxy at the Meeting. This approval threshold is in accordance with the requirements of the Declaration of Trust and with the definition of "special majority" in the *BCBCA*.

61. The quorum required at the Meeting shall be in accordance with the Declaration of Trust, which requires individuals present not being less than two in number and being Unitholders or representing by proxy Unitholders who hold in aggregate not less in aggregate than 25% of the total number of outstanding Units.

Dissent Rights

62. The Unitholders have the right to dissent ("Dissent Rights") with respect to the Arrangement Resolution and, if the Arrangement Resolution becomes effective, to be paid the fair value of

the Units in accordance with the provision of the Declaration of Trust (except as the provisions of the Declaration of Trust are varied by the Interim Order and the Plan of Arrangement in order that the Purchaser, and not the Trust, will pay the fair value of any Dissent Units). A dissenting Unitholder who does not strictly comply with the dissent procedures set out in the Declaration of Trust will be deemed to have participated in the Arrangement on the same basis as a non-dissenting Unitholder.

63. While the plan of arrangement attached to the Arrangement Agreement stated in Article 4 that dissent rights were being offered to registered Unitholders in accordance with the requirements of the *BCBCA*, the Amending Agreement replaced the plan of arrangement attached to the Arrangement Agreement, such that the Plan of Arrangement that will be the subject of the Meeting and included as Schedule "C" to the Circular states in Article 4 that the dissent rights that will be offered to registered Unitholders are in accordance with the requirements of the Declaration of Trust.

64. Any Unitholder who duly exercises such Dissent Rights and who:

    a. is ultimately entitled to be paid by the Purchaser fair value for their Dissent Units (A) shall be deemed to not to have participated in the transactions in Article 3 of the Plan of Arrangement (other than Section 3.1(m)); (B) shall be deemed to have transferred and assigned such Dissent Units (free and clear of any Liens) to the Purchaser in accordance with Section 3.1(m) of the Plan of Arrangement; (C) will be entitled to be paid the fair value of such Dissent Units by the Purchaser, which fair value shall be determined in accordance with the provisions of the Declaration of Trust; and (D) will not be entitled to any other payment or consideration whatsoever, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Units; or

    b. are ultimately not entitled, for any reason, to be paid by the Purchaser fair value for their Dissent Units, shall be deemed to have participated in the Arrangement in respect of those Units on the same basis as a Unitholder who has not exercised Dissent Rights (and shall be entitled to receive the Consideration from the Purchaser in the same manner as such non-Dissenting Unitholders);

but in no event shall the Purchaser, the Trust or any other Person be required to recognize a Dissenting Unitholder as a registered or beneficial owner of Units or any interest therein (other than the rights set out in section 4.1 of the Plan of Arrangement) at or after the Effective Time, and at the Effective Time the names of such Dissenting Unitholders shall be deleted from the central securities register of the Trust as at the Effective Time.

65. A dissenting Unitholder must send, at or before the Meeting scheduled to be held at 11:00 a.m. (Toronto time) on March 23, 2018, a written objection to the Arrangement Resolution (the "Notice of Dissent", as used in the Interim Order), or, in case of adjournment or postponement, at or before the day of the reconvened Meeting.

66. The dissent rights provisions of the Declaration of Trust were modeled after the dissent rights provisions in the *Canada Business Corporations Act*, R.S.C., 1985, c. C-44 and do not differ, in any material respect, from the dissent rights provisions set out in the *BCBCA*.

Interim Order

67. The Petitioners requests that the Interim Order contain the following provisions:

(a) that the Unitholders and holders of options to purchase Units, deferred Units, restricted Units and performance Units will be the only persons to whom notice is to be provided in respect of the Arrangement and the Meeting and for the manner in which such notice is to be provided;

(b) that the Unitholders as of the Record Date will be the only persons who may vote on the Arrangement Resolution at the Meeting;

(c) that the Meeting may be adjourned or postponed from time to time by the Petitioners without the need for additional approval of the Court;

(d) that the record date for the Meeting will not change in respect of adjournments or postponements of the Meeting;

(e) that the requisite approval for the Arrangement Resolution will be the affirmative vote of not less than 66⅔% of the aggregate votes cast by the Unitholders, voting as a single class, present in person or represented by proxy at the Meeting;

(f) that other than as set out in the Interim Order, in all other respects, the terms, restrictions and conditions of the Declaration of Trust of the Trust, including quorum requirements in all other matters, will apply in respect of the Meeting; and

(g) that the Trust is authorized to make such amendments, revisions and/or supplements to the draft Circular as it may determine, and the Circular, as so amended, revised and/or supplemented, shall be the Circular to be distributed in accordance with the Interim Order.

Part 3: LEGAL BASIS

The Approval Process

1. Before an arrangement proposed under section 288(1) of the *BCBCA* takes effect, the arrangement must be: (a) adopted in accordance with section 289; and (b) approved by the Court under section 291.

2. This process proceeds in three steps:

(a) the first step is an application for an interim order for directions for calling a security holders' meeting to consider and vote on the proposed arrangement. The first application proceeds *ex-parte* because of the administrative burden of serving securityholders;

(b) the second step is the meeting of the securityholders, where the proposed arrangement is voted upon, and must be approved by a special resolution; and

(c) the third step is the application for final Court approval of the arrangement.

Mason Capital Management LLC v. TELUS Corp., 2012 BCSC 1582
at para. 30

The Interim Order Hearing

3. As this Court held in *Mason Capital Management LLC v. TELUS Corp.* the interim order is preliminary in nature and its purpose is simply to "set the wheels in motion for the application process relating to the arrangement and to establish the parameters for the holding of shareholder meetings to consider approval of the arrangement in accordance with the statute":

> Consistent with its preliminary nature, in order to grant an interim order a court needs only to satisfy itself that "reasonable grounds exist to regard the proposed transaction as an 'arrangement'". It is at the fairness hearing that the court must fully examine and determine whether the arrangement meets all applicable statutory requirements, including whether it constitutes an "arrangement", and whether it is procedurally and substantively fair and reasonable. [citations omitted]

Mason Capital Management LLC v. TELUS Corp., 2012 BCSC 1582
at paras. 31-32

4. The steps taken and proposed to be taken by the Trust pursuant to the proposed Interim Order include providing: (i) notice of the Meeting to Unitholders and to the holders of Unit Options, Deferred Units, Restricted Units and Performance Units so they have an opportunity to consider the Arrangement and have an opportunity to make submissions on the return of this Petition; (ii) that there is sufficient and appropriate approval of the Arrangement by Unitholders; and (iii) providing Dissent Rights. The foregoing requirements will enable the Meeting to be called, held and conducted in a procedurally suitable fashion. Moreover, the proposed Interim Order is consistent with previous orders that have been issued by this Court in respect of other plans of arrangement.

The Proposed Arrangement is an "arrangement" under the BCBCA

5. The *BCBCA* defines an "arrangement" using broad and inclusive terms. Pursuant to section 288(1) of the *BCBCA*, a company may propose an arrangement with security holders, creditors or other persons and may, in that arrangement, make *any proposal it considers appropriate*, including proposals for the following:

> (a) an alteration to the memorandum, notice of articles or articles of the company;
>
> (b) an alteration to any of the rights or special rights or restrictions attached to any of the shares of the company;
>
> (e) a transfer of all or any part of the money, securities or other property, rights and interests of the company to another corporation in exchange for money, securities or other property, rights and interests of the other corporation;
>
> (g) an exchange of securities of the company held by security holders for money, securities or other property, rights and interests of the company or for money, securities or other property, rights and interests of another corporation;

6. The arrangement provisions of the *BCBCA* are very broad. As this Court has held:

> I conclude that s. 288 must be construed to permit the development of any proposal affecting shareholders, creditors, or other persons in circumstances where the proposal will or may have real or potential impact upon the rights of any such person or the obligations of the company to any such person, and the results intended by the proposal cannot be effected solely by placing reliance upon any specific provision of the *BCA*. In circumstances where there is concern regarding the question whether any or all aspects of a transaction or transactions can be carried out in accordance with specific statutory provisions, a corporation may resort to s. 288 in order that any doubt about the efficacy of the proposed transaction or transactions can be dispelled, and any possible litigation or opposition avoided, by means of a court order approving all aspects of the proposed transactions. In that sense, the provisions in the *BCA* authorizing arrangements are ameliorative. They permit beneficial corporate transactions not specifically authorized by statute, subject, of course, to court approval.
>
> *Protiva Biotherapeutics Inc. v. Inex Pharmaceuticals Corp*, 2006 BCSC 1729 at para. 27

7. Other courts in Canada have similarly noted the flexibility of arrangement provisions, including the following statement from Farley J. in *Fairmont Hotels & Resorts Inc., Re*:

> The arrangement provisions in one form or other have been around in Canadian law for a very long time. They certainly predate the *Canadian Business*

> *Corporations Act* ("CBCA") and the Dickerson Report. With respect to I think it an error to forget that the very flexibility of the arrangement provision was designed to allow the solution of difficult and awkward situations. It would also be helpful to recall that this is a common law jurisdiction and that statute codification is not the answer to all problems. Codification if necessary, but not necessarily codification.
>
> *Re Fairmont Hotels & Resorts Inc.*, 2006 CarswellOnt 9246 at para. 1 (S.C.J.)

8. CanCo SPV is a "company" as defined in section 1(1) of the *BCBCA*. Insofar as this Court has jurisdiction to approve of an arrangement in respect of CanCo SPV, it may simultaneously take jurisdiction over the other Petitioner, the Trust.

9. The broad nature of the arrangement provisions of the *BCBCA* is also demonstrated by section 291(2) which permits the Court "in respect of a proposed arrangement, [to] make *any order* it considers appropriate" (emphasis added), and then lists a non-exhaustive set of orders that can be made.

10. Of the many steps in the Plan of Arrangement, several fall within the types of transactions expressly contemplated in the *BCBCA*. For example, if implemented, the Arrangement will effect the following two steps:

> (j) The notice of articles of CanCo SPV shall be amended, and shall be deemed to be amended, to create the CanCo SPV Preferred Shares and the articles of CanCo SPV shall be amended and shall be deemed to be amended, as necessary in relation thereto;
>
> (k) New CanCo shall subscribe for, and be deemed to have subscribed for, 80,556,000 CanCo SPV Preferred Shares, at a subscription price in the amount of one hundred-thousandth of a dollar ($0.00001) per CanCo SPV Preferred Share, for an aggregate consideration of eight hundred and five dollars and fifty-six cents ($805.56), and CanCo SPV shall issue, and be deemed to have issued, such number of CanCo SPV Preferred Shares to New CanCo;

11. This Court has approved arrangements that involve trusts and REITs, as well as other entities such as co-operative associations.

> Final Order in *re Canwel Building Materials Income Fund*, Jan. 22, 2010
> Final Order in *re Huntingdon REIT*, Dec. 9, 2011
> *United Flower Growers Co-Operative (Re)*, 2015 BCSC 1169 at para. 34

12. The Declaration of Trust governing the Trust expressly contemplates the possibility of an acquisition of all of the outstanding units of the Trust pursuant to an "arrangement".

13. Reported decisions in other provinces with similar arrangement provisions to those in the *BCBCA* demonstrate that other provinces permit arrangements involving the arrangement of a trust such as the Trust. In *Acadian Timber Income Fund*, Pepall J. (as she was then) observed that the CBCA arrangement provisions were to be interpreted in its "widest character" and, adopting the statement of Farley J. in *Re Fairmont Hotels & Resorts*, that it would be a mistake to "forget that the very flexibility of the arrangement provision was designed to allow the solution of difficult and awkward situations" went on to hold that:

> In my view, the arrangement provisions should be available to all of the Applicants in this case. It seems to me that the current income trust conundrum is the sort of exceptional situation contemplated by the dicta in *Re Fairmont*. Assuming that there is compliance with the provisions of the trust deed (a fact that should be addressed at the approval hearing), there is no apparent prejudice to anyone.
>
> *Acadian Timber Income Fund (Re)*, 2009 CanLII 72057 at paras. 8, 11 (ON SC)

14. The courts in Alberta have explicitly approved arrangements under the Alberta corporate statute that involve the acquisition of trusts. As the transcript from the 2005 approval hearing of a proposed acquisition of a trust in *AFP Energy Trust* makes clear, Madam Justice Romaine stated that:

> As stated by the Alberta Court of Appeal in Savage and Amoco, the complexity of these types of transactions lift them out of the discreet categories of corporate reorganization, and as long as a proposal is not a sham, the arrangement section of the Act should be available. While the merger of the trusts may not involve corporations, other parts of the transaction do and I find that the arrangement provisions of the Act are available in this case.
>
> Transcript of proceedings on April 26, 2005 in *AFP Energy Trust et al.*
> *Enbridge Income Fund Holdings Inc.*, 2010 ABQB 274
> Final Order in *re HealthLease Properties REIT*, Oct. 29, 2014
> Final Order in *re Northwest International Healthcare Properties REIT*, May 13, 2015

15. In addition, there is no prejudice to any party by including the Trust as a co-petitioner in these proceedings. All relevant stakeholders will receive notice of the proceedings and the Arrangement in accordance with the Interim Order of this Court and the Declaration of Trust governing the Trust, and will be given an opportunity to appear and voice any objection at the hearing in respect of the Final Order.

16. It is respectfully submitted that the Arrangement constitutes an "arrangement" under the *BCBCA*.

Section 288 of the *BCBCA*
Protiva Biotherapeutics Inc. v. Inex Pharmaceuticals Corp,
2006 BCSC 1729 at paras. 20-27

The Final Order Hearing

17. The question of whether the proposed Arrangement is procedurally and substantively fair and reasonable overall and meets all applicable statutory requirements will be determined at the return of the Petition on March 29, 2018, at which time the result of the vote by the Unitholders at the Meeting on the Arrangement Resolution will be known. The Petitioners will file with the Court a further affidavit to be sworn on behalf of the Trust reporting as to compliance with any Interim Order and the results of any Meeting conducted pursuant to such Interim Order.

18. The final approval of the plan of arrangement should be granted if the Court is satisfied that:

    (a) the statutory requirements have been met;

    (b) the application has been put forward in good faith; and

    (c) the arrangement is fair and reasonable.

BCE Inc., 2008 SCC 69 at para. 137

19. In order to determine whether an arrangement is fair and reasonable, a Court must be satisfied that: (a) the arrangement has a valid business purpose; and (b) the objections of those whose legal rights are being arranged are being resolved in a fair and balanced way.

BCE Inc., 2008 SCC 69 at paras. 138 and 145

20. The Arrangement has a valid business purpose, as set out above in Part 2 and in particular paragraph 50 which set out a number of factors identified by the Special Committee and the Board identified in respect of their recommendations to vote in favour of the Arrangement Resolution.

21. As for the second prong of the fair and reasonable test, courts have considered a variety of factors, depending on the nature of the case, to determine whether the objections of those whose legal rights are being arranged are being resolved in a fair and balanced way, including:

    (a) whether a majority of security holders has voted to approve the arrangement;

    (b) whether the plan has been approved by a special committee of independent directors;

(c) the access of shareholders to dissent and appraisal remedies.

BCE Inc., 2008 SCC 69 at paras. 149-152

22. At the hearing for the final approval of this Plan of Arrangement, the Petitioners expect to be able to clearly demonstrate that all three elements of the test for the granting of the Final Order have been satisfied.

23. Rules 4-4, 4-5, 8-1, and 16-1 of the Supreme Court Civil Rules.

24. Sections 186 and 288 to 291 of the *BCBCA*.

Part 4: MATERIAL TO BE RELIED ON

1. At the hearing of this Petition to the Court, the Petitioners will rely upon:

(a) Affidavit #1 of T. Richard Turner made February 8, 2018;

(b) a further affidavit(s) to be sworn on behalf of the Trust, reporting as to compliance with any interim Order and the results of the Meeting conducted pursuant to such Interim Order; and

(c) such other documents as counsel may advise.

The Petitioners estimates that the hearing of the petition will take 45 minutes.

Date: February 8, 2018

Signature of Brent Meckling
_ petitioner X lawyer for petitioners

To be completed by the court only:
Order made
☐ in the terms requested in paragraphs _____ of Part 1 of this petition
☐ with the following variations and additional terms:

_____
_____
_____

Date: _____ _____
Signature of ☐ Judge ☐ Master

THIS PETITION TO THE COURT is prepared by Tom Friedland and Peter Kolla, of the firm Goodmans LLP, Barristers and Solicitors, whose place of business and address for service is 333 Bay Street, Suite 3400, Toronto, Ontario, M5H 2S7, telephone (416) 979-2211 and whose fax number for delivery is (416) 979-1234 and Brent Meckling, of the firm of Clark Wilson LLP, Barristers and Solicitors, whose place of business and address for service is Suite 900 – 885 West Georgia Street, Vancouver, B.C., V6C 3H1, telephone (604) 891-7784 and whose fax number for delivery is (604) 687-6314.

6782584

SCHEDULE "A"

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING PIRET HOLDINGS (CANADA) LTD., PURE INDUSTRIAL REAL ESTATE TRUST and BPP PRISTINE HOLDINGS ULC

PIRET HOLDINGS (CANADA) LTD. and
PURE INDUSTRIAL REAL ESTATE TRUST

Petitioners

INTERIM ORDER

BEFORE) Tuesday, the 13th day
)
) of February, 2018

THIS WITHOUT NOTICE APPLICATION of the Petitioners, PIRET Holdings (Canada) Ltd. ("CanCo SPV") and Pure Industrial Real Estate Trust (the "Trust"), for an Interim Order pursuant to section 291 of the *Business Corporations Act*, S.B.C. 2002, c-57, as amended (the "*BCBCA*") and pursuant to their Petition filed on February 8, 2018, coming on for hearing at Vancouver, British Columbia, on the 13th day of February, 2018, AND ON HEARING Tom Friedland and Brent Meckling, counsel for the Petitioners, AND UPON READING the Petition herein and the Affidavit #1 of T. Richard Turner, sworn February 8, 2018 (the "Turner Affidavit"), and filed herein:

THIS COURT ORDERS THAT:

DEFINITIONS

1. As used in this Order, unless otherwise defined, terms beginning with capital letters have the respective meanings set out in the draft Information Circular dated February 15, 2018 (the "Circular"), attached as Exhibit "A" to the Turner Affidavit.

MEETING

2. Pursuant to the *BCBCA* and the amended and restated declaration of trust of the Trust dated May 10, 2017 (the "Declaration of Trust"), the Trust is authorized and directed to call, hold and conduct a special meeting (the "Meeting") of the holders (the "Unitholders") of class A units (the "Units") of the Trust, to be held at 11:00 a.m. (Toronto time) on March 23, 2018 at Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, Ontario, to:

(a) consider and, if determined advisable, pass, with or without variation, a special resolution (the "Arrangement Resolution") to approve a proposed plan of arrangement (the "Arrangement") under Division 5 of Part 9 of the *BCBCA* involving CanCo SPV, the Trust and BPP Pristine Holdings ULC (the "Purchaser"), substantially in the form set out at Schedule "B" to the Circular; and

(b) to transact such further and other business as may properly come before the Meeting or any postponement or adjournment thereof.

3. The record date for the Meeting for determining the Unitholders entitled to receive notice of, attend and vote at the Meeting shall be January 24, 2018, as previously approved by the Board of Trustees (the "Trustees") of the Trust (the "Record Date").

4. The Meeting shall be called, held and conducted in accordance with the *BCBCA*, the Declaration of Trust, the Notice of Special Meeting of Unitholders dated February 15, 2018 (the "Notice of Meeting") and the Circular, subject to the terms of this Interim Order and any further Order of this Court, and the rulings and directions of the Chair of the Meeting.

ADJOURNMENT

5. Notwithstanding the provisions of the *BCBCA* and the Declaration of Trust, the Trust, if it deems advisable, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Unitholders respecting the adjournment or postponement and without the need for approval of the Court. Notice of any such adjournments or postponements shall be given by such method as the Trust may determine is appropriate in the circumstances, including by press release, news release, newspaper advertisement, or by notice sent to the Unitholders by one of the methods specified in paragraph 9 of this Interim Order.

6. The Record Date shall not change in respect of adjournments or postponements of the Meeting.

AMENDMENTS

7. Prior to the Meeting, the Trust is authorized to make such amendments, revisions and/or supplements to the Arrangement as it may determine without any additional notice to the Unitholders, and the Arrangement as so amended, revised and supplemented shall be the Arrangement submitted to the Meeting, and the subject of the Arrangement Resolution.

NOTICE OF MEETING

8. The Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of Section 290(1)(a) of the *BCBCA*, and the Trust shall not be required to send to the Unitholders any other or additional statement pursuant to Section 290(1)(a) of the *BCBCA*. The Notice of Meeting and Circular shall be mailed or delivered in accordance with paragraph 9 of this Interim Order. The Circular shall have the Petition and this Interim Order attached as schedules thereto. Failure or omission to distribute the Circular in accordance with paragraph 9 of this Interim Order as a result of a mistake or of events beyond the control of the Trust shall not constitute a breach of this Interim Order and shall not invalidate any resolution passed or proceedings taken at the Meeting, but if any such failure of omission is brought to the attention of the Trust, then the Trust shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

9. The Notice of Meeting (with the Circular attached including this Interim Order and the Notice of Hearing of Petition) and form of proxy (collectively referred to as the "Meeting

Materials") in substantially the same form as contained in Exhibits "A", "B" and "C" to the Turner Affidavit with such deletions, amendments or additions thereto as counsel for the Petitioners may advise are necessary or desirable, provided that such amendments are not inconsistent with the terms of this Interim Order, shall be sent to:

(a) the registered Unitholders as they appear on the securities registers of the Trust as at the Record Date, such Meeting Materials to be sent at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing, delivery or transmittal and including the date of the Meeting, by one or more of the following methods:

(i) by prepaid or air mail addressed to the Unitholders at his, her or its address as it appears on the applicable securities registers of the Trust as at the Record Date;

(ii) by delivery in person or by delivery to the address specified in paragraph 9(a)(i) above; or

(iii) by email or facsimile to any Unitholder who identifies himself, herself or itself to the satisfaction of the Trust, acting through its representatives, who requests such email or facsimile transmission; and

(b) in the case of non-registered Unitholders, by providing copies of the Meeting Materials to intermediaries and registered nominees for sending to beneficial owners in accordance with National Instrument 54-101 – *Communications with*

Beneficial Owners of Securities of a Reporting Issuer of the Canadian Securities Administrators at least three (3) Business Days prior to the twenty-first (21st) day prior to the date of the Meeting;

(c) the directors of CanCo SPV and the Trustees and auditors of the Trust by mailing the Meeting Materials by prepaid ordinary mail, or by email or facsimile transmission, or by delivery in person, to such persons at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing or transmittal and including the date of the Meeting;

and substantial compliance with this paragraph shall constitute good and sufficient notice of the Meeting.

10. In the event that the Trust elects to distribute the Meeting Materials, the Trust is hereby directed to distribute the Notice of Meeting (with the Circular attached including this Interim Order and the Notice of Hearing of Petition), and any other communications or documents determined by the Trust to be necessary or desirable (collectively referred to as the "Notice Materials") to the holders of Unit Options, Deferred Units, Restricted Units and Performance Units, by any method permitted for notice to Unitholders as set forth above in paragraphs 9(a) or 9(b), above, concurrently with the distribution described above in paragraph 9 of this Interim Order. Distribution to such persons shall be to their addresses as they appear in the applicable records of the Trust as at the Record Date.

11. Accidental failure of or omission by the Trust to give notice to any one or more Unitholders, Trustees, directors of CanCo SPV, the auditors of the Trust, or to the holders of Unit Options, Deferred Units, Restricted Units and Performance Units (collectively, the "Securityholders") or the non-receipt of such notice by one or more Securityholders, or any failure or omission to give such notice as a result of events beyond the reasonable control of the Trust (including, without limitation, any inability to use postal services), shall not constitute a breach of this Interim Order or, in relation to notice to Unitholders, the Trustees, the directors of CanCo SPV, and auditors of the Trust, a defect in the calling of the Meeting, and shall not invalidate any resolution passed or proceeding taken at the Meeting, but if any such failure or omission is brought to the attention of the Trust then it shall use reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

12. No other form of service of the Meeting Materials or Notice Materials or any portion thereof need be made or notice given or other material served in respect of these proceedings or the Meeting, except as may be directed by a further order of this Court. Provided that notice of the Meeting and the provision of the Meeting Materials and Notice Materials to the Securityholders take place in compliance with this Interim Order, the requirement of Section 290(1)(b) of the *BCBCA* to include certain disclosure in any advertisement of the Meeting is waived.

DEEMED RECEIPT OF NOTICE

13. The Meeting Materials and Notice Materials shall be deemed, for the purposes of this Interim Order, to have been received:

(a) in the case of mailing, the third day, Saturdays and holidays excepted, following the date of mailing;

(b) in the case of delivery in person, upon receipt at the intended recipient's address;

(c) when provided to intermediaries and registered nominees; and

(d) in the case of any means of transmitted, recorded or electronic communication, when dispatched or delivered for dispatch.

14. Sending of the Meeting Materials in accordance with paragraph 9 of this Interim Order and of the Notice Materials in accordance with paragraph 10 of this Interim Order shall constitute good and sufficient service of notice of the within proceedings on all persons who are entitled to be served. No other form of service need be made. No other materials need be served on such persons in respect of these proceedings, and service of the affidavits in support is dispensed with.

AMENDMENTS TO MEETING MATERIALS

15. The Petitioners are authorized to make such amendments, revisions and/or supplements to the Meeting Materials and Notice Materials as they may determine and the Meeting Materials and Notice Materials, as so amended, revised and/or supplemented, shall be the Meeting Materials and Notice Materials to be distributed in accordance with paragraphs 9 and 10 herein.

UPDATING MEETING MATERIALS

16. Notice of any amendments, updates or supplement to any of the information provided in the Meeting Materials and Notice Materials may be communicated to the Securityholders by press release, news release, newspaper advertisement or by notice sent to the Securityholders by any of the means set forth in paragraph 9 herein, as determined to be the most appropriate method of communication by the Trustees.

QUORUM AND VOTING

17. The quorum for the Meeting shall be individuals present not being less than two in number and being Unitholders or representing by proxy Unitholders who hold in the aggregate not less in aggregate than twenty-five percent of the total number of outstanding Units.

18. In respect to the Arrangement Resolution, the votes taken at the Meeting shall be taken on the basis of one vote per Unit, and the vote required to pass the Arrangement Resolution shall

be the affirmative vote of not less than 66⅔% of the aggregate votes cast by the Unitholders, voting as a single class, present in person or represented by proxy at the Meeting.

19. For the purposes of counting votes respecting the Arrangement Resolution, any spoiled votes, illegible votes, defective votes and abstentions shall be deemed to be votes not cast and the Units represented by such spoiled votes, illegible votes, defective votes and abstentions shall not be counted in determining the number of Units represented at the Meeting. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

20. In all other respects, the terms, restrictions and conditions of the Declaration of Trust will apply in respect of the Meeting.

PERMITTED ATTENDEES

21. The only persons entitled to attend the Meeting shall be the Unitholders as of the Record Date, or their proxyholders, the Trustees, CanCo SPV's directors, the officers, auditors and advisors of the Petitioners, and the Purchaser and its advisors, and any other person admitted on the invitation of the Chair or with the consent of the Meeting, and the only persons entitled to be represented and to vote at the Meeting shall be the registered Unitholders as at the close of business on the Record Date, or their respective and duly-appointed proxyholders.

SCRUTINEERS

22. One or more representatives of the Trust's registrar and transfer agent (or any agent thereof) appointed by the Chair of the Meeting is authorized to act as scrutineer for the Meeting.

SOLICITATION OF PROXIES

23. The Trust is authorized to use the form of proxy in connection with the Meeting, in substantially the same form as attached as Exhibit "B" to the Turner Affidavit and the Trust may in its sole discretion, but is not required to, waive generally the time limits for deposit of proxies by the Unitholders in the circumstances contemplated by the Arrangement Agreement (as described in the Circular) or if the Trust otherwise deems it reasonable to do so. The Trust and the Purchaser are authorized, at their expense, to solicit proxies, directly and through their respective officers, Trustees, directors and employees, and through such agents or representatives as they may retain for the purpose, and by mail or such other forms of personal or electronic communication as they may determine.

24. The procedure for the delivery, revocation and use of proxies at the Meeting shall be as set out in the Meeting Materials.

DISSENT RIGHTS

25. Unitholders have the right to dissent ("Dissent Rights") with respect to the Arrangement Resolution and, if the Arrangement Resolution becomes effective, to be paid the fair value of the Units in accordance with the provision of the Declaration of Trust (except as the provisions of the Declaration of Trust are varied by this Interim Order and the Plan of Arrangement). A dissenting Unitholder who does not strictly comply with the dissent procedures set out in the Declaration of Trust will be deemed to have participated in the Arrangement on the same basis as a non-dissenting Unitholder.

26. For greater certainty, no Unitholder shall be entitled to exercise Dissent Rights with respect to Units for which a Unitholder has voted or instructed a proxyholder to vote in favour of the Arrangement Resolution.

27. Any Unitholder who duly exercises such Dissent Rights set out in paragraph 25 above and who:

(a) is ultimately entitled to be paid by the Purchaser fair value for their Dissent Units (A) shall be deemed to not to have participated in the transactions in Article 3 of the Plan of Arrangement (other than Section 3.1(m)); (B) shall be deemed to have transferred and assigned such Dissent Units (free and clear of any Liens) to the Purchaser in accordance with Section 3.1(m) of the Plan of Arrangement; (C) will be entitled to be paid the fair value of such Dissent Units by the Purchaser, which

fair value shall be determined in accordance with the provisions of the Declaration of Trust; and (D) will not be entitled to any other payment or consideration whatsoever, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Units; or

(b) are ultimately not entitled, for any reason, to be paid by the Purchaser fair value for their Dissent Units, shall be deemed to have participated in the Arrangement in respect of those Units on the same basis as a Unitholder who has not exercised Dissent Rights (and shall be entitled to receive the Consideration from the Purchaser in the same manner as such non-Dissenting Unitholders);

but in no event shall the Purchaser, the Trust or any other Person be required to recognize a Dissenting Unitholder as a registered or beneficial owner of Units or any interest therein (other than the rights set out in section 4.1 of the Plan of Arrangement) at or after the Effective Time, and at the Effective Time the names of such Dissenting Unitholders shall be deleted from the central securities register of the Trust as at the Effective Time.

28. A dissenting Unitholder must send, at or before the Meeting scheduled to be held at 11:00 a.m. (Toronto time) on March 23, 2018, a written objection to the Arrangement Resolution (the "Notice of Dissent") to:

Pure Industrial Real Estate Trust
Suite 910, 925 West Georgia Street

Vancouver, British Columbia, V6C 3L2
Attention: T. Richard Turner

or, in case of adjournment or postponement, at or before the day of the reconvened Meeting.

APPLICATION FOR FINAL ORDER

29. Upon the approval, with or without variation by the Unitholders of the Arrangement, in the manner set forth in this Interim Order, the Trust may apply to this Court for, *inter alia*, an Order:

(a) approving the Arrangement pursuant to section 291(4)(a) of the *BCBCA*; and

(b) declaring that the terms and conditions of the Arrangement are substantively and procedurally fair and reasonable pursuant to section 291(4)(c) of the *BCBCA*;

(collectively, the "Final Order") and that the hearing of the Final Order will be held on March 29, 2018 at 9:45 a.m. (Vancouver time) at the Courthouse at 800 Smithe Street, Vancouver, British Columbia or as soon thereafter as the hearing of the Final Order can be heard or at such other date and time as this Court may direct.

30. The form of Notice of Hearing of Petition is hereby approved as the form of Notice of Proceedings for such approval.

31. Any Securityholder has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order. Any Securityholder seeking to appear at the hearing of the application for the Final Order shall:

(a) complete and file with this Court a Response to Petition, in the form prescribed by the British Columbia *Supreme Court Civil Rules*;

(b) serve a copy of the filed Response to Petition together with a copy of all materials upon which the Securityholder intends to rely upon at the hearing for the Final Order, to the Petitioners' solicitors at:

Clark Wilson LLP
Barristers and Solicitors
Suite 900 - 885 West Georgia Street
Vancouver, BC V6C 3H1
Attention: Brent Meckling

by or before 4:00 p.m. (Vancouver time) on March 26, 2018; and

(c) deliver a copy of the Response to Petition together with copy of all materials upon which the Securityholder intends to rely upon at the hearing for the Final Order, to the Petitioners' co-counsel at:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7
Attention: Tom Friedland / Peter Kolla

and to the Purchaser's solicitors at:

Osler, Hoskin & Harcourt LLP
Suite 2500
TransCanada Tower
450 - 1st St. S.W.

Calgary, AB T2P 5H1
Attention: Tristram Mallett

by or before 4:00 p.m. (Vancouver time) on March 26, 2018.

32. The only persons entitled to notice of any further proceedings herein, including any hearing to sanction and approve the Arrangement, and to appear and be heard thereon, shall be the solicitors for the Petitioners and any persons who have delivered a Response to Petition in accordance with this Interim Order.

33. In the event the hearing for the Final Order is adjourned, only those persons who have filed and delivered a Response to Petition in accordance with this Interim Order need be served with materials filed in this proceeding and provided with notice of the adjourned hearing date.

PRECEDENCE

34. To the extent of any inconsistency or discrepancy with respect to the matters provided for in this Interim Order between this Interim Order and the terms of any instrument creating, governing or collateral to the Units, or the Declaration of Trust, this Interim Order shall govern.

EXTRA-TERRITORIAL ASSISTANCE

35. This Court seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the

legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Honourable Court in carrying out the terms of this Interim Order.

VARIANCE

36. The Petitioners shall be entitled, at any time, to apply to vary this Interim Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of lawyer for the Petitioners
Brent Meckling

By the Court

Registrar

6779307

S-182289

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT* S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING PIRET HOLDINGS (CANADA) LTD., PURE INDUSTRIAL REAL ESTATE TRUST and BPP PRISTINE HOLDINGS ULC

PIRET HOLDINGS (CANADA) LTD. and
PURE INDUSTRIAL REAL ESTATE TRUST

Petitioners

NOTICE OF HEARING OF PETITION

To: THE HOLDERS OF CLASS A UNITS OF PURE INDUSTRIAL REAL ESTATE TRUST

TAKE NOTICE that the petition of PIRET Holdings (Canada) Ltd. and Pure Industrial Real Estate Trust dated February 8, 2018 will be heard at the courthouse at 800 Smithe Street, Vancouver, British Columbia, on March 29, 2018 at 9:45 a.m.

1. Date of hearing

__ The parties have agreed as to the date of the hearing of the petition.

__ The parties have been unable to agree as to the date of the hearing but notice of the hearing will be given to the petition respondents in accordance with Rule 16-1 (8) (b) of the Supreme Court Civil Rules.

X The petition is unopposed, by consent or without notice.

2. Duration of hearing

X It has been agreed by the parties that the hearing will take 45 minutes.

3. Jurisdiction

__ This matter is within the jurisdiction of a master.

X This matter is not within the jurisdiction of a master.

Date: February 8, 2018

Signature of lawyer for Petitioners
Brent Meckling

THIS NOTICE OF HEARING OF PETITION is prepared by Tom Friedland and Peter Kolla, of the firm Goodmans LLP, Barristers and Solicitors, whose place of business and address for service is 333 Bay Street, Suite 3400, Toronto, Ontario, M5H 2S7, telephone (416) 979-2211 and whose fax number for delivery is (416) 979-1234 and Brent Meckling, of the firm of Clark Wilson LLP, Barristers and Solicitors, whose place of business and address for service is Suite 900 – 885 West Georgia Street, Vancouver, B.C., V6C 3H1, telephone (604) 891-7784 and whose fax number for delivery is (604) 687-6314.

SCHEDULE "H"
DISSENT PROVISIONS OF THE DECLARATION OF TRUST

ARTICLE 12 - UNITHOLDER REMEDIES

12.1 Dissent and Appraisal Rights

(a) Subject to subsection 12.2(e), a Unitholder entitled to vote at a meeting of the Unitholders of the Trust who complies with this Section 12.1 may dissent if the Trust resolves to:

(i) sell, lease or exchange all or substantially all the property and assets of the Trust;

(ii) carry out a going-private transaction; or

(iii) amend this Declaration of Trust to:

A. add, change or remove any provision restricting or constraining the issue, transfer or ownership of Units;

B. add, change or remove any restriction on the business that the Trust may carry on;

C. add, change or remove the rights, privileges, restrictions or conditions attached to the Units of the class held by the dissenting Unitholder;

D. increase the rights or privileges of any class of Units having rights or privileges equal or superior to the class of Units held by the dissenting Unitholder;

E. create a new class of Units equal to or superior to the class of Units held by the dissenting Unitholder;

F. make any class of Units having rights or privileges inferior to the class of Units held by the dissenting Unitholder superior to that class; or

G. effect an exchange or create a right of exchange in all or part of a class of Units into the class of Units held by the dissenting Unitholder.

(b) In addition to any other right the Unitholder may have, a Unitholder who complies with this Section is entitled, when the action approved by the resolution from which the Unitholder dissents becomes effective, to be paid by the Trust the fair value of the Units held by the Unitholder in respect of which the Unitholder dissents, determined as of the close of business on the day before the resolution was adopted.

(c) A dissenting Unitholder may only claim under this Section with respect to all the Units held by the dissenting Unitholder on behalf of any one beneficial owner and registered in the name of the dissenting Unitholder.

(d) A dissenting Unitholder shall send to the Trust, at or before any meeting of Unitholders at which a resolution referred to in subsection (a) is to be voted on, a written objection to the resolution, unless the Trust did not give notice to the Unitholder of the purpose of the meeting and of the Unitholder's right to dissent.

(e) The Trust shall, within 10 days after the Unitholders adopt the resolution, send to each Unitholder who has filed the objection referred to in subsection (d) notice that the resolution has been adopted, but such notice is not required to be sent to any Unitholder who voted for the resolution or who has withdrawn its objection.

(f) A dissenting Unitholder shall, within 20 days after receiving a notice under subsection (e) or, if the Unitholder does not receive such notice, within 20 days after learning that the resolution has been adopted, send to the Trust a written notice containing:

(i) the Unitholder's name and address;

(ii) the number of, and class or series of, Units in respect of which the Unitholder dissents; and

(iii) a demand for payment of the fair value of such Units.

(g) A dissenting Unitholder shall, within 30 days after the sending of a notice under subsection (f), send the certificates representing the Units in respect of which the Unitholder dissents to the Trust or its Transfer Agent.

(h) A dissenting Unitholder who fails to comply with subsection (g) has no right to make a claim under this Section.

(i) The Trust or its Transfer Agent shall endorse on any certificate received under subsection (g) a notice that the holder is a dissenting Unitholder under this Section 12.1 and shall return forthwith the certificates to the dissenting Unitholder.

(j) On sending a notice under subsection (f), a dissenting Unitholder ceases to have any rights as a Unitholder other than the right to be paid the fair value of its Units as determined under this Section except where:

(i) the Unitholder withdraws that notice before the Trust makes an offer under subsection (k);

(ii) the Trust fails to make an offer in accordance with subsection (k) and the dissenting Unitholder withdraws the notice; or

(iii) the Trustees revoke the resolution which gave rise to the dissent rights under this Section, and to the extent applicable, terminate the related agreements or abandon a sale, lease or exchange to which the resolution relates, in which case the Unitholder's rights are reinstated as of the date the notice under subsection (f) was sent.

(k) The Trust shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the Trust received the notice referred to in subsection (f), send to each dissenting Unitholder who has sent such notice a written offer to pay for the dissenting Unitholder's Units in an amount considered by the Trustees to be the fair value, accompanied by a statement showing how the fair value was determined.

(l) Every offer made under subsection (k) for Units of the same class or series shall be on the same terms.

(m) The Trust shall pay for the Units of a dissenting Unitholder within 10 days after an offer made under subsection (k) has been accepted, but any such offer lapses if the Trust does not receive an acceptance thereof within 30 days after the offer has been made.

(n) Where the Trust fails to make an offer under subsection (k), or if a dissenting Unitholder fails to accept an offer, the Trust may, within 50 days after the action approved by the resolution is effective or within such further period as a court may allow, apply to a court to fix a fair value for the Units of any dissenting Unitholder.

(o) If the Trust fails to apply to a court under subsection (n), a dissenting Unitholder may apply to a court for the same purpose within a further period of 20 days or within such further period as a court may allow.

(p) The court where an application under subsection (n) or (o) may be made is a court having jurisdiction in the place where the Trust has its registered office.

(q) A dissenting Unitholder is not required to give security for costs in an application made under subsection (n) or (o).

(r) On an application under subsection (n) or (o):

(i) all dissenting Unitholders whose Units have not been purchased by the Trust shall be joined as parties and bound by the decision of the court; and

(ii) the Trust shall notify each affected dissenting Unitholder of the date, place and consequences of the application and of the dissenting Unitholder's right to appear and be heard in person or by counsel.

(s) On an application to a court under subsection (n) or (o), the court may determine whether any other person is a dissenting Unitholder who should be joined as a party, and the court shall fix a fair value for the Units of all dissenting Unitholders.

(t) A court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the Units of the dissenting Unitholders.

(u) The final order of a court in the proceedings commenced by an application under subsection (n) or (o) shall be rendered against the Trust in favour of each dissenting Unitholder and for the amount of the Units as fixed by the court.

(v) A court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting Unitholder from the date the action approved by the resolution is effective until the date of payment.

(w) If subsection (y) applies, the Trust shall, within ten days after the pronouncement of an order under subsection (u), notify each dissenting Unitholder that it is unable lawfully to pay dissenting Unitholders for their Units.

(x) If subsection (y) applies, a dissenting Unitholder, by written notice delivered to the Trust within thirty days after receiving a notice under subsection (w), may:

(i) withdraw their notice of dissent, in which case the Trust is deemed to consent to the withdrawal and the Unitholder is reinstated to their full rights as a Unitholder; or

(ii) retain a status as a claimant against the Trust, to be paid as soon as the Trust is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the Trust but in priority to its Unitholders.

(y) A Trust shall not make a payment to a dissenting Unitholder under this Section if there are reasonable grounds for believing that:

(i) the Trust is or would after the payment be unable to pay its liabilities as they become due; or

(ii) the realizable value of the Trust's assets would thereby be less than the aggregate of its liabilities.

Any questions and requests for assistance may be directed to Pure Industrial Real Estate Trust's Proxy Solicitation & Information Agent:

North American Toll Free Phone:

1 (866) 822-1241

Banks, Brokers and collect calls: 1 (201) 806-7301
Toll Free Facsimile: 1 (888) 509-5907
Email: inquiries@dfking.com