RETROCOM MID-MARKET

REAL ESTATE INVESTMENT TRUST

FOURTH AMENDED AND RESTATED

DECLARATION OF TRUST

DATED OCTOBER 31, 2010

FASKEN MARTINEAU DUMOULIN LLP

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RETROCOM MID-MARKET
REAL ESTATE INVESTMENT TRUST

FOURTH AMENDED AND RESTATED DECLARATION OF TRUST

THIS FOURTH AMENDED AND RESTATED DECLARATION OF TRUST made in Toronto, Ontario the 31st day of October, 2010.

RECITALS

WHEREAS the REIT was established pursuant to a Declaration of Trust dated the 15th day of December, 2003 (the "**Original Declaration of Trust**") for the principal purpose of providing persons who may become the holders of Units of the REIT with an opportunity to participate in a portfolio of income-producing real property investments and related assets;

AND WHEREAS the REIT was on that date settled with $100.00 (the "**Initial Contribution**") by the Initial Unitholder which the Trustees thereupon held in trust in exchange for issuing to the Initial Unitholder the Initial Trust Units;

AND WHEREAS the Original Declaration of Trust was amended and restated in accordance with its terms and with the approval of the Trustees on March 22, 2004 (the "**First Amended and Restated Declaration of Trust**") and was further amended by the Trustees on November 30, 2005, on June 27, 2006 upon receipt of approval by the Unitholders at a meeting of Unitholders held on June 27, 2006, and on June 19, 2007 upon receipt of approval by the Unitholders at a meeting of Unitholders held on June 19, 2007;

AND WHEREAS the First Amended and Restated Declaration of Trust was amended and restated in accordance with its terms and with the approval of the Trustees on May 23, 2008 (the "**Second Amended and Restated Declaration of Trust**") in order to consolidate the prior amendments and to make minor corrections which were, in the opinion of the Trustees, desirable and not prejudicial to the Unitholders;

AND WHEREAS the Second Amended and Restated Declaration of Trust was amended and restated on July 8, 2008 upon receipt of approval by the Unitholders at a meeting of Unitholders held on June 27, 2008 (the "**Third Amended and Restated Declaration of Trust**");

AND WHEREAS the Trustees desire to further amend and restate the Third Amended and Restated Declaration of Trust in the manner provided herein as approved by the Unitholders at a meeting of Unitholders held on June 29, 2010 (the "**Fourth Amended and Restated Declaration of Trust**");

AND WHEREAS for greater certainty, this Fourth Amended and Restated Declaration of Trust shall not be deemed to constitute a termination of the REIT or a resettlement of this Declaration of Trust or the REIT created hereby;

DECLARATION

NOW THEREFORE, the Trustees hereby confirm and declare that the Trustees agree to hold in trust as trustees the sum of $100.00 and any and all other property, real, personal or otherwise, tangible or intangible, which has been at the date hereof or is hereafter transferred, conveyed or paid to or otherwise received by them as such Trustees or to which the REIT is otherwise entitled and all rents, income, profits and gains therefrom for the benefit of the Unitholders hereunder in accordance with and subject to the express provisions of this Declaration of Trust, as follows:

ARTICLE 1
THE REIT AND DEFINITIONS

1.1 Definitions and Interpretation

In this Declaration of Trust, words in the singular number include the plural and words in the plural number include the singular, and the masculine includes the feminine. In this Declaration of Trust, except where the context otherwise requires:

(a) "**Adjusted Unitholders Equity**" means, at any time, the aggregate of the amount of Unitholders' equity and the amount of accumulated depreciation and amortization recorded in the books and records of the REIT in respect of its properties calculated in accordance with GAAP;

(b) "**affiliate**", when used to indicate a relationship with a person, has the meaning ascribed thereto in subsection 1.2 of OSC Rule 45-501 (Exempt Distributions);

(c) "**annuitant**" means the annuitant of a registered retirement savings plan or a registered retirement income fund, all as defined in the Tax Act;

(d) "**Asset Management Agreement**" means any asset management agreement to which the REIT is a party under an agreement with an Asset Manager;

(e) "**Asset Manager**" means a person who provides asset management services to the REIT pursuant to a written contract;

(f) "**associate**" has the meaning ascribed thereto in the *Securities Act* (Ontario);

(g) "**Audit Committee**" means the committee of Trustees established pursuant to Section 10.2;

(h) "**Auditors**" means the firm of chartered accountants appointed as the auditors of the REIT from time to time in accordance with the provisions hereof and, initially, means KPMG LLP, Chartered Accountants;

(i) "**Beneficial Owner**" has the meaning given thereto in Section 7.13;

(j) "**Book Entry System**" means the record-entry securities transfer and pledge system known, as of the date hereof, by such name, which is administered by CDS in accordance with the operating rules and procedures of the Securities Settlement Service of CDS in force from time to time, or any successor system which CDS may offer from time to time;

(k) "**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;

(l) "**CDS**" means The Canadian Depository for Securities Limited and its successors;

(m) "**CDS Participant**" means a broker, dealer, bank, other financial institution or other person who, directly or indirectly, from time to time effects book-based transfers with CDS and pledges of securities deposited with CDS;

(n) "**Chairman**", "**President**", "**Chief Executive Officer**", "**Chief Financial Officer**", "**Chief Operating Officer**" and "**Secretary**" mean the person(s) holding the respective office from time to time if so appointed by the Trustees;

(o) "**closing market price**" has the meaning given thereto in Section 7.14(c)(i);

(p) "**Declaration of Trust**" means this fourth amended and restated declaration of trust as amended, supplemented or amended and restated from time to time;

(q) "**dissenting offeree**" means, where a take-over bid is made for all of the Units other than those held by the offeror (its affiliates and associates), a holder of Units who does not accept the take-over bid and includes a subsequent holder of those Units who acquires them from the first mentioned holder;

(r) "**Distributable Income**" means, for any period, the net income of the REIT and its consolidated subsidiaries, as determined in accordance with GAAP, adjusted as follows: (i) the following items shall be added back: depreciation of buildings, amortization of tenant improvements, amortization of value of tenant rents in-place lease agreements, amortization of differential between original rent and above market rents, amortization of customer relationships, future income tax expense, losses on dispositions of assets and amortization of any net discount on long-term debt assumed from vendors of properties at rates of interest less than fair value; and (ii) the following shall be deducted: amortization of differential between original rents and below market rents, future income tax credits, gains on dispositions of assets and amortization of any net premium on long-term debt assumed from vendors of properties at rates of interest greater than fair value. Other adjustments may be made to Distributable Income as determined by the Trustees in their discretion. Where appropriate, estimates may be made of Distributable Income by a majority of the Trustees where the actual amount has not been finally determined, which estimates shall be adjusted as of the subsequent Distribution Date when the amount of Distributable Income has been determined;

(s) "**Distribution Date**" means, in respect of any Distribution Period and subject to Section 11.1, the 15th day of the immediately following month and such other dates determined from time to time by the Trustees;

(t) "**Distribution Period**" means each calendar month in each calendar year from and including the first day thereof and to and including the last day thereof (whether or not such days are Business Days);

(u) "**Environmental Assessment**" means an environmental assessment conducted by an independent and experienced environmental consultant;

(v) "**Exchangeable Securities**" means securities of any trust, limited partnership or corporation other than the REIT that are convertible or exchangeable directly for Units without the payment of additional consideration therefor;

(w) "**Fiscal Year**" means each fiscal year of the REIT;

(x) "**generally accepted accounting principles**" or "**GAAP**" means (i) Canadian generally accepted accounting principles determined with reference to the Handbook of the Canadian Institute of Chartered Accountants, as amended from time to time or (ii) IFRS, if the REIT has adopted IFRS. Except as otherwise specified, all accounting terms used in this Declaration of Trust shall be construed in accordance with GAAP;

(y) "**Global Unit Certificate**" has the meaning given thereto in Section 7.13;

(z) "**Governance and Compensation Committee**" means the committee of the Trustees established pursuant to Section 10.3;

(aa) "**Gross Book Value**" means, at any time, the book value of the assets of the REIT and its consolidated subsidiaries, as shown on its then most recent consolidated balance sheet, plus accumulated depreciation and amortization recorded in the books and records of the REIT in respect of its properties, calculated in accordance with GAAP;

(bb) "**herein**", "**hereof**", "**hereby**", "**hereunder**" and similar expressions refer to this Declaration of Trust and include every instrument supplemental or ancillary to or in implementation of this Declaration of Trust and, except where the context otherwise requires, does not refer to any particular article, section or other portion hereof or thereof;

(cc) "**IFRS**" means at any given date, International Financial Reporting Standards, which include standards and interpretations adopted by the International Accounting Standards Boards (IASB), applied on a consistent basis;

(dd) "**including**" means "including, without limitation";

(ee) "**Independent Trustee**" means a Trustee who, in relation to the REIT or any of its related parties, is "independent" (within the meaning of Multilateral Instrument 52-110 *Audit Committees*) and is not "related" within the meaning of the Tax Act;

(ff) "**Initial Trust Units**" means the 10 initial Units issued by the REIT;

(gg) "**Initial Unitholder**" means R. Michael Steplock, the holder of the Initial Trust Units;

(hh) "**Investment Committee**" means the committee of the Trustees which may be established pursuant to Section 10.4;

(ii) "**joint venture entity**" has the meaning given thereto in Section 6.1(d);

(jj) "**joint venturers**" has the meaning given thereto in Section 6.1(d);

(kk) "**LTIP**" means the long-term incentive plan established by the REIT and which has been made available to the LTIP Participants;

(ll) "**LTIP Participants**" means the Trustees, certain officers and employees of the REIT, and certain key employees of any Asset Manager, who will be entitled to the benefits of the LTIP;

(mm) "**LTIP Units**" means the Units of the REIT which the LTIP Participants will be entitled to subscribe for under the LTIP;

(nn) "**Minimum Voting Entitlement**" has the meaning given thereto in Section 3.8(e);

(oo) "**Monthly Limit**" has the meaning given thereto in Section 7.14(d);

(pp) "**mortgage**" means any mortgage, charge, hypothec, bond, debenture, note or other evidence of indebtedness, in each case which is directly or indirectly secured by real property;

(qq) "**net realized capital gains of the REIT**" for any period means the amount, if any, by which the amount of the realized capital gains of the REIT for the period exceeds the aggregate of (i) the amount of any realized capital losses of the REIT for the period determined in accordance with the Tax Act and (ii) the amount of any net capital losses of the REIT carried forward from a previous period to the extent not previously deducted from realized capital gains of the REIT determined in accordance with the Tax Act;

(rr) "**Non-Resident**" means a person who is not a Resident;

(ss) "**offeree**" means a person to whom a take-over bid is made;

(tt) "**offeror**" means a person, other than an agent, who makes a take-over bid, and includes two or more persons who, directly or indirectly:

(i) make a take-over bid jointly or in concert; or

(ii) intend to exercise jointly or in concert voting rights attached to the Units for which a take-over bid is made;

(uu) "**OSC**" means Ontario Securities Commission;

(vv) "**person**" means and includes any individual, general partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, joint stock company, association, trust, trust company, bank, pension fund, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or other organization or entity, whether or not a legal entity, however designated or constituted;

(ww) "**Plans**" means, collectively, trusts governed by registered retirement savings plans, registered retirement income funds, registered disability savings plans, registered education savings plans, deferred profit sharing plans and tax-free savings accounts, each as defined in the Tax Act;

(xx) "**Property Management Agreement**" means any property management agreement to which Retrocom LP is a party under an agreement with a Property Manager;

(yy) "**Property Manager**" means a person who provides property management services to Retrocom LP pursuant to a written contract;

(zz) "**Prospectus**" means the final prospectus of the REIT dated March 9, 2004 relating to its initial public offering of Units;

(aaa) "**real property**" means property which in law is real property and includes, whether or not the same would in law be real property, leaseholds, mortgages, undivided joint interests in real property (whether by way of tenancy-in-common, joint tenancy, co-ownership, joint venture or otherwise), any interests in any of the foregoing and securities of trusts, corporations, partnerships or other legal entities the sole or principal purpose and activity of which is to invest in, hold and/or deal in real property;

(bbb) "**Redemption Date**" has the meaning given thereto in Section 7.14(c);

(ccc) "**Redemption Price**" has the meaning given thereto in Section 7.14(c);

(ddd) "**Register**" has the meaning ascribed thereto in Section 7.18;

(eee) "**REIT**" means Retrocom Mid-Market Real Estate Investment Trust but, for greater certainty, unless otherwise provided, does not include any subsidiaries or affiliates thereof;

(fff) "**related party**" means, with respect to any person, any other person or persons deemed to be related to such person for purposes of the Tax Act;

(ggg) "**Resident**" means a person that is not a non-resident of Canada within the meaning of the Tax Act;

(hhh) "**Retiring Trustee**" has the meaning given thereto in Section 3.6;

(iii) "**Retrocom LP**" means Retrocom Limited Partnership, a limited partnership formed under the laws of Ontario;

(jjj) "**SC/MRR Group**" means, collectively, MRR Investors Limited Partnership No. 1, MRR Investors Limited Partnership No. 2, MRR Investors Limited Partnership No. 3, MRR Investors Limited Partnership No. 4, MRR Investors Limited Partnership No. 5, MRR Investors Limited Partnership No. 6, and companies controlled by Mitchell Goldhar or affiliates of any of the foregoing;

(kkk) "**Special Resolution**" has the meaning ascribed thereto in Section 8.16;

(lll) "**Special Unitholder**" means a person whose name appears on the Register as a holder of one or more Special Voting Units;

(mmm) "**Special Voting Unit**" means a non-participating special voting unit of the REIT, other than a Unit, that is more particularly described in Section 7.1 and that has been authorized and issued hereunder;

(nnn) "**Subsidiary**" has the meaning ascribed to that term in subsection 1.1 of OSC Rule 45-501;

(ooo) "**take-over bid**" has the meaning ascribed to such term in the *Securities Act* (Ontario), as amended from time to time;

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

(qqq) "**Taxation Year**" means the taxation year of the REIT for the purposes of the Tax Act;

(rrr) "**Transfer Agent**" means such company as may from time to time be appointed by the Trust to act as registrar and transfer agent of the Trust Units, together with any sub-transfer agent duly appointed by the Transfer Agent;

(sss) "**Transfer Date**" has the meaning given thereto in Section 7.14(e);

(ttt) "**Trustees**" means the trustee or trustees of the REIT holding office under and in accordance with this Declaration of Trust from time to time and "Trustee" means any one of them;

(uuu) "**Trustees' Regulations**" means the regulations adopted by the Trustees pursuant to Section 4.4;

(vvv) "**Unit**" means a participating unit of interest in the REIT more particularly described in Section 7.1 issued from time to time in accordance with the provisions hereof and includes a fraction of a participating unit of the REIT;

(www) "**Unit Certificate**" means a certificate, in the form stipulated by Article 7, evidencing one or more Units, issued and certified in accordance with the provisions hereof;

(xxx) "**Unitholder**" means a person whose name appears on the Register as a holder of one or more Units; and

(yyy) "**U.S. Qualified Plan**" means (i) an employee benefit plan as defined in Section 3(3) of the United States Employee Retirement Security Act of 1974, as amended, that is subject to Title I of such Act, (ii) a plan as described in Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986, as amended, that is subject to Section 4975 of such Code and (iii) any entity whose assets include assets of a plan described in (i) or (ii) above by reason of such plan's investment in such entity.

1.2 Tax Act

Any reference herein to a particular provision of the Tax Act shall include a reference to that provision as it may be renumbered or amended from time to time. Where there are proposals for amendments to the Tax Act which have not been enacted into law or proclaimed into force on or before the date on which such proposals are to become effective, the Trustees may take such proposals into consideration and apply the provisions hereof as if such proposals had been enacted into law and proclaimed into force.

1.3 Day Not a Business Day

Except as expressly specified in this Declaration of Trust, in the event that any day on which any amount is to be determined or any action is required to be taken hereunder is not a Business Day, then such amount shall be determined or such action shall be required to be taken at or before the requisite time on the next succeeding day that is a Business Day except as otherwise provided herein.

1.4 Time of Essence

Time shall be of the essence in this Declaration of Trust.

ARTICLE 2
DECLARATION OF TRUST

2.1 Establishment of the Trust

The Trustees hereby reconfirm the acceptance of the trust constituted by the execution of the Original Declaration of Trust and declare and agree to hold and administer the property, real, personal or otherwise, tangible or intangible, which has been or is hereafter transferred, conveyed or paid to or otherwise received by the REIT or to which the REIT is otherwise entitled, including the Initial Contribution, and all rents, income, profits and gains therefrom in trust for the use and benefit of the Unitholders, their successors, permitted assigns and personal representatives upon the trusts and subject to the terms and conditions hereinafter declared and set forth, such trust to constitute the REIT hereunder.

2.2 Initial Contribution

The Trustees hereby acknowledge and confirm that the Initial Unitholder has made the Initial Contribution to the Trustees for the purpose of settling the REIT.

2.3 Name

The name of the REIT is Retrocom Mid-Market Real Estate Investment Trust. As far as practicable and except as otherwise provided in this Declaration of Trust, the Trustees shall conduct the affairs of the REIT, hold property, execute all documents and take all legal proceedings under that name. For greater certainty, where any reference is made in this Declaration of Trust, or any other instrument to which the REIT or the Trustees, as trustees of the REIT, are a party, to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against, or a covenant, representation or warranty by or with respect to (i) the REIT; or (ii) the Trustees, such reference shall be construed and applied for all purposes as if it referred to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding taken by or against, or a covenant, representation or warranty by or with respect to the Trustees as trustees of the REIT.

2.4 Use of Name

Should the Trustees determine that the use of the name Retrocom Mid-Market Real Estate Investment Trust is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the REIT as they deem appropriate and the REIT may hold property and conduct its activities under such other designation or name.

2.5 Office

The principal office and centre of administration of the REIT shall be located at 700 Applewood Crescent, Suite 300, Vaughan, Ontario, unless changed by the Trustees to another location in Canada. The REIT may have such other offices or places for the conduct of its affairs as the Trustees may from time to time determine as necessary or desirable.

2.6 Nature of the REIT

The REIT is an unincorporated open-end investment trust. The REIT, its Trustees and its property shall be governed by the general law of trusts, except as such general law of trusts has been or is from time to time modified, altered or abridged for investment trusts or for the REIT by:

(a) applicable laws, regulations or other requirements imposed by applicable securities or other regulatory authorities; and

(b) the terms, conditions and trusts set forth in this Declaration of Trust.

The beneficial interests and rights generally of a Unitholder in the REIT shall be limited to the right to participate *pro rata* in distributions when and as declared by the Trustees as contemplated by Article 11 and distributions upon the termination of the REIT as contemplated in Article 15. The REIT is not and is not intended to be, shall not be deemed to be and shall not be treated as, a general partnership, limited partnership, syndicate, association, joint venture, company, corporation or joint stock company nor shall the Trustees or any individual Trustee or the Unitholders or Special Unitholders or any of them or any officers or other employees of the REIT or any one of them for any purpose be, or be deemed to be, treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. Neither the Trustees nor any officer or other employee of the REIT shall be, or be deemed to be, agents of the Unitholders or Special Unitholders. The relationship of the Unitholders to the Trustees, to the REIT and to the property of the REIT shall be solely that of beneficiaries of the REIT and the rights of Unitholders and Special Unitholders shall be limited to those conferred upon them by this Declaration of Trust. In its first tax year, in filing a return of income for the REIT, the REIT shall elect, assuming that the requirements for such election are met, that the REIT shall be deemed to be a "mutual fund trust" for purposes of the Tax Act for the entire year.

2.7 Rights of Unitholders and Special Unitholders

The rights of each Unitholder to call for a distribution or division of assets, monies, funds, income and capital gains held, received or realized by the Trustees are limited to those contained herein and, except as provided herein, no Unitholder shall be entitled to call for any partition or division of the REIT's property or for a distribution of any particular asset forming part of the REIT's property or of any particular monies or funds received by the Trustees. The legal ownership of the property of the REIT and the right to conduct the activities of the REIT are vested exclusively in the Trustees, and no Unitholder or Special Unitholder has or is deemed to have any right of ownership in any of the property of the REIT, except as specifically provided herein. Except as specifically provided herein, no Unitholder or Special Unitholder shall be entitled to interfere with or give any direction to the Trustees with respect to the affairs of the REIT or in connection with the exercise of any powers or authorities conferred upon the Trustees under this Declaration of Trust. The Units and Special Voting Units shall be personal property and shall confer upon the holders thereof only the interest and rights specifically set forth in this Declaration of Trust.

ARTICLE 3
TRUSTEES AND OFFICERS

3.1 Number

There shall be a minimum of three (3) and a maximum of twelve (12) Trustees. Subject to Section 3.8, the number of Trustees within such minimum and maximum numbers may be changed by Unitholders and Special Unitholders or by the Trustees, provided that the Trustees may not, between meetings of Unitholders and Special Unitholders, other than as may be required in order to give effect to Mitchell Goldhar's entitlements under Section 3.8, appoint any additional Trustee(s) if, after such appointment(s), the total number of Trustees would be greater than one and one-third times the number of Trustees in office immediately following the last annual meeting of Unitholders and Special Unitholders. In the event of any such increase, the Unitholders and Special Unitholders or Trustees, as the case may be, shall forthwith elect or appoint any such additional Trustee(s).

3.2 Term of Office

Trustees will serve one year terms. Trustees elected at an annual meeting will be elected for a term expiring at the next annual meeting and will be eligible for re-election. Trustees appointed by the Trustees between meetings of Unitholders and Special Unitholders in accordance with Section 3.1 shall be appointed for a term expiring at the conclusion of the next annual meeting and will be eligible for election or re-election, as the case may be.

3.3 Qualifications of Trustees

A Trustee shall be an individual at least 18 years of age, who is not of unsound mind or under any other legal disability and has not been found to be of unsound mind or incapable of managing property by a court in Canada or elsewhere, and who does not have the status of bankrupt. A majority of the Trustees must be Independent Trustees provided, however, that if at any time a majority of the Trustees are not Independent Trustees because of the death, resignation, bankruptcy, adjudicated incompetence, removal or change in circumstances of any Trustee who was an Independent Trustee, this requirement shall not be applicable for a period of 60 days thereafter, during which time the remaining Trustees shall appoint a sufficient number of Independent Trustees to comply with this requirement.

3.4 Residency of Trustees

A majority of the Trustees and of any committee of the Trustees, must be Residents. If at any time a majority of the Trustees are for any reason not Residents or there are no Trustees who are Residents, the Trustee or Trustees who are Non-Residents shall, immediately before that time, be deemed to have resigned and shall cease to be Trustees with effect from the time of such deemed resignation. If at any time the number of Trustees is less than the number required under this Declaration of Trust and the remaining Trustee or Trustees fail or are unable to act in accordance with Section 3.7 and/or Section 3.12 to appoint one or more additional Trustees or if, upon the resignation or deemed resignation of one or more Trustees there would be no Trustees, then the Unitholders and Special Unitholders shall appoint one or more Trustees so that following such appointment a majority of the Trustees are Residents and, failing such appointment, any remaining Trustee, Unitholder, Special Unitholder or officer of the REIT or the Auditors, as the case may be, may apply to the Ontario Superior Court of Justice for an order appointing one or more Trustees so that following such appointment a majority of the Trustees are Residents, to act until the next annual meeting of Unitholders and Special Unitholders or on such other terms as the Court may order. Any Trustee who is a Resident who proposes to become a Non-Resident shall notify the other Trustees thereof as soon as reasonably practicable and shall resign as a Trustee effective upon the day of such notification and shall be replaced with a Trustee who is a Resident.

3.5 Election of Trustees

Subject to Section 3.4, Section 3.7, Section 3.8 and Section 3.12, the election of the Trustees shall be by the vote of Unitholders and Special Unitholders. The appointment or election of any Trustee (other than an individual who is serving as a Trustee immediately prior to such appointment or election) shall not become effective unless and until such individual shall have in writing accepted such appointment or election and agreed to be bound by the terms of this Declaration of Trust.

3.6 Resignations, Removal and Death of Trustees

A Trustee may resign at any time by an instrument in writing signed by him and delivered or mailed to the President or, if there is no President, the Chief Executive Officer. Such resignation shall take effect on the date such notice is given or at any later time specified in the notice. A Trustee may be removed at any time with or without cause by a majority of the votes cast at a meeting of Unitholders and Special Unitholders called for that purpose or with cause by the resolution passed by an affirmative vote of not less than two-thirds of the remaining Trustees. Any removal of a Trustee shall take effect immediately following the aforesaid vote or resolution or at any later time specified in the notice without need for prior accounting, and any Trustee so removed shall be so notified by the Chief Executive Officer or another officer of the REIT following such removal. Upon the resignation or removal of any Trustee, or such Trustee otherwise ceasing to be a Trustee ("**Retiring Trustee**"), such Retiring Trustee shall (i) cease to have the rights, privileges and powers of a Trustee hereunder, (ii) execute and deliver such documents as the remaining Trustees shall reasonably require for the conveyance of any REIT property held in such Retiring Trustee's name, (iii) account to the remaining Trustees as they may require for all property which he holds as Trustee, and (iv) resign from all representative or other positions held by such Retiring Trustee on behalf of the REIT, including without limitation, as a director or officer (or any similar position) of any corporation or other person in which the REIT owns any securities (directly or indirectly), upon which resignation such Retiring Trustee shall be discharged from any future obligations as Trustee; provided however that notwithstanding any other provision of this Declaration of Trust, each such Retiring Trustee shall always continue to have the protections afforded to Trustees in Article 16. Upon the incapacity or death of any Trustee, such Retiring Trustee's legal representative shall execute and deliver on such Trustee's behalf such documents as the remaining Trustees may require as provided in this Section. In the event that a Trustee or his legal representatives, as applicable, are unable or unwilling to execute and deliver such required documents, each of the remaining Trustees is hereby appointed as the attorney of such Trustee for the purpose of executing and delivering such required documents.

3.7 Appointment of Trustees

Except as otherwise provided herein, Trustees shall be appointed (including the reappointment of incumbent Trustees) at each annual meeting of Unitholders and Special Unitholders, and may be appointed at a special meeting of Unitholders and Special Unitholders, in each case to hold office, subject to Section 3.11, for a term expiring at the close of the next annual meeting of Unitholders and Special Unitholders following such an appointment. Any such appointment (other than by the Initial Unitholder) shall be made either by a resolution approved by a majority of the votes cast at a meeting of Unitholders and Special Unitholders or shall be made by resolution in writing in the manner set out in Section 8.14. Notwithstanding the foregoing:

(a) if no Trustees are appointed at the annual meeting of Unitholders and Special Unitholders held immediately before the term of office of the existing Trustees expires, such existing Trustees shall continue to hold the office of Trustees under this Declaration of Trust until successors have been appointed or they cease to hold office; and

(b) the Trustees may, between annual meetings of the Unitholders and Special Unitholders, appoint one or more additional Trustees for a term to expire (subject to further appointment) at the close of the next annual meeting of Unitholders and Special Unitholders, but the number of additional Trustees so appointed shall not at any time exceed one-third of the number of Trustees who held office immediately at the expiration of the immediately preceding annual meeting of Unitholders and Special Unitholders.

3.8 SC/MRR Board Representation and Minimum Voting Entitlement

(a) For so long as the SC/MRR Group holds in the aggregate at least 25% of the total aggregate issued and outstanding Units and Special Voting Units (including, for greater certainty, by virtue of the application of the Minimum Voting Entitlement), the number of Trustees shall be up to nine (and, in any event, no fewer than eight, with the precise number of Trustees to be determined (i) during the first six months following July 8, 2008, by Mitchell Goldhar, or (ii) from time to time thereafter, by a majority decision of the Trustees) and Mitchell Goldhar shall be entitled to appoint a total of three Trustees, two of which shall also serve as representatives of each committee of the Trustees, subject only to satifying any independence requirements for serving on such committees (with a maximum of 5 Trustees on each such committee).

(b) For so long as the SC/MRR Group holds in the aggregate at least 15%, but less than 25%, of the total aggregate issued and outstanding Units and Special Voting Units, the number of Trustees shall be up to nine (and, in any event, no fewer than eight, with the precise number of Trustees to be determined (i) during the first six months following July 8, 2008, by Mitchell Goldhar, or (ii) from time to time thereafter, by a majority decision of the Trustees) and Mitchell Goldhar shall be entitled to appoint a total of two Trustees, both of which shall also serve as representatives of each committee of the Trustees, subject only to satisfying any independence requirements for serving on such committees (with a maximum of 5 Trustees on each such committee).

(c) For so long as the SC/MRR Group holds in the aggregate at least 5%, but less than 15%, of the total aggregate issued and outstanding Units and Special Voting Units, the number of Trustees shall be up to nine (and, in any event, no fewer than eight, with the precise number of Trustees to be determined (i) during the first six months following July 8, 2008, by Mitchell Goldhar, or (ii) from time to time thereafter, by a majority decision of the Trustees) and Mitchell Goldhar shall be entitled to appoint one Trustee.

(d) For so long as the SC/MRR Group holds in the aggregate less than 5% of the total aggregate issued and outstanding Units and Special Voting Units, the number of Trustees shall be up to nine (and, in any event, no fewer than eight, with the precise number of Trustees to be determined (i) during the first six months following July 8, 2008, by Mitchell Goldhar, or (ii) from time to time thereafter, by a majority decision of the Trustees).

(e) If in any given 365-day period in the five year period commencing July 8, 2008:

(i) the average weighted aggregate number of Special Voting Units and Units held or controlled by members of the SC/MRR Group is equal to or greater than 9,110,269;

(ii) a nominee of Mitchell Goldhar is a Trustee; and

(iii) SC/MRR Group holds Special Voting Units representing less than 25% of the voting rights attached to all voting securities of the REIT;

the REIT shall issue to members of the SC/MRR Group such number of additional Special Voting Units as will entitle members of the SC/MRR Group to cast in the aggregate 25% of the votes at any meeting of Unitholders and Special Unitholders (the "**Minimum Voting Entitlement**").

(f) SC/MRR Group's Minimum Voting Entitlement shall extend for an additional five-year period (being ten years in total from July 8, 2008) provided that:

(i) members of the SC/MRR Group sell or originate in aggregate at least $300,000,000 of freehold assets (excluding the assets sold to the REIT on July 8, 2008) to the REIT or its affiliates during the initial 5-year period from July 8, 2008;

(ii) the average weighted aggregate number of Units and Special Voting Units held or controlled by members of the SC/MRR Group in aggregate in any given 365-day period during the initial five-year period from July 8, 2008 is at least equal to 9,110,269 Special Voting Units, representing no less than 10% of the voting rights attached to all voting securities of the REIT; and

(iii) a nominee of Mitchell Goldhar is a Trustee.

3.9 Consent to Act

(a) A person who is appointed a Trustee hereunder shall not become a Trustee until the person has, either before or after such appointment, executed and delivered to the REIT a consent substantially as follows:

"To: Retrocom Mid-Market Real Estate Investment Trust (the "**REIT**")

And to: The Trustees thereof

The undersigned hereby certifies that he or she is [is not] a resident of Canada within the meaning of the *Income Tax Act* (Canada) and consents to act as a Trustee of the REIT and hereby agrees, upon the later of the date of this consent and the date of the undersigned's appointment as a Trustee of the Trust, to thereby become a party, as a Trustee, to the Declaration of Trust made the 15th day of December, 2003, as amended from time to time, constituting the Trust.

Dated: ______________________________

____
[Signature]

____
[Print Name]

(b) Upon the later of a person being appointed a Trustee hereunder and executing and delivering to the REIT a consent substantially as set forth in Section 3.9(a), such person shall become a Trustee hereunder and shall be deemed to be a party (as a Trustee) to this Declaration of Trust, as amended from time to time.

3.10 Failure to Elect Minimum Number of Trustees

If a meeting of Unitholders and Special Unitholders fails to elect the minimum number of Trustees required by this Declaration of Trust by reason of the disqualification or death of any nominee, the Trustees elected at the meeting may exercise all of the powers of the Trustees if the number of Trustees so elected constitutes a quorum.

3.11 Ceasing to Hold Office

(a) A Trustee ceases to hold office when:

(i) he or she dies or resigns;

(ii) he or she is removed in accordance with Section 3.6 or Section 3.12;

(iii) he or she ceases to be duly qualified to act as a Trustee as provided under Section 3.3; or

(iv) he or she ceases to be a Trustee in accordance with Section 3.4.

(b) A resignation of a Trustee becomes effective at the time a written resignation is received by the Trust upon 30 days' written notice, or at the time specified in the resignation, whichever is later, provided that if, upon the resignation becoming effective, the number of remaining Trustees would be less than the number necessary to constitute a quorum for a meeting of Trustees, the resignation is not effective until the resigning Trustee's successor is duly appointed as a Trustee, except in the case of a deemed resignation under Section 3.4 which shall be effective at the time therein prescribed.

(c) Upon a Trustee ceasing to hold office as such hereunder, such Trustee shall cease to be a party (as a Trustee) to this Declaration of Trust; provided, however, that such Trustee shall continue to be entitled to be paid any amounts owing by the REIT to the Trustee and to the benefits of the indemnity provided in Section 16.2.

3.12 Vacancies

The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, bankruptcy, adjudicated incompetence or other incapacity to exercise the duties of the office of a Trustee or upon the removal of such Trustee. No such vacancy shall operate to annul this Declaration of Trust or affect the continuity of the REIT. Until vacancies are filled, the remaining Trustee or Trustees (even if less than a quorum) may exercise the powers of the Trustees hereunder. In the case of a vacancy, the Unitholders and Special Unitholders or, so long as they constitute a quorum, a majority of the Trustees continuing in office may fill such vacancy; *provided, however,* that for so long as Mitchell Goldhar otherwise qualifies for the entitlements set forth in Section 3.8 relating to the appointment of Trustees, he shall have the exclusive right to appoint a Trustee to fill any vacancy resulting from the termination of the term of office, for any reason, of a Trustee previously appointed by him pursuant to Section 3.8. Any Trustee so elected or appointed by the Unitholders and Special Unitholders or the Trustees or Mitchell Goldhar shall hold office for the remaining term of the Trustee he is succeeding. A quorum of Trustees may fill a vacancy among the Trustees, except a vacancy resulting from (i) an increase in the number of Trustees other than in accordance with Section 3.7, (ii) a failure of the Unitholders and Special Unitholders to elect the minimum number of Trustees fixed by or pursuant to this Declaration of Trust or (iii) for so long as Mitchell Goldhar otherwise qualifies for the entitlements set forth in Section 3.8 relating to the appointment of Trustees, the termination of the term of office, for any reason, of a Trustee previously appointed by Mitchell Goldhar pursuant to Section 3.8. If there is not a quorum of Trustees, or if the vacancy has arisen from an increase in the number of Trustees other than in accordance with Section 3.7 or from a failure by the Unitholders and Special Unitholders to elect the minimum number of Trustees required by or pursuant to this Declaration of Trust, the Trustees then in office shall forthwith call a special meeting of Unitholders and Special Unitholders to fill the vacancy and, if they fail to call a meeting or if there are no Trustees then in office, the meeting may be called by any Unitholder or Special Unitholder. If the vacancy has arisen by virtue of the termination of the term of office, for any reason, of a Trustee previously appointed by Mitchell Goldhar pursuant to Section 3.8, then, provided that Mitchell Goldhar otherwise qualifies for the entitlements set forth in Section 3.8 relating to the appointment of Trustees, Mitchell Goldhar shall forthwith appoint a Trustee to fill the vacancy. A Trustee appointed to fill a vacancy holds office, subject to Section 3.6 and Section 3.11, until the close of the next annual meeting of the Unitholders and Special Unitholders unless (i) such Trustee is elected at the next annual meeting or (ii) in the case of a Trustee appointed by Mitchell Goldhar to fill a vacancy in accordance with the terms of Section 3.8 and this Section 3.12, such Trustee is appointed by Mitchell Goldhar at the next annual meeting.

3.13 Successor and Additional Trustees

The right, title and interest of the Trustees in and to the property of the REIT shall vest automatically in all persons who may hereafter become Trustees upon their due election or appointment and qualification and acceptance thereof without any further act and they shall thereupon have all the rights, privileges, powers, obligations and immunities of Trustees hereunder. Such right, title and interest shall vest in the Trustees whether or not conveyancing documents have been executed and delivered pursuant to Section 3.6 or otherwise.

3.14 Compensation and Other Remuneration

Only Trustees who are not employees of and who do not receive a salary from the REIT or its affiliates shall receive such fees and other reasonable compensation (including, without limitation, fees for serving as Chairman of the REIT, for serving as chair of any committee of Trustees and for attendance at each meeting of Trustees and of each committee of Trustees) as the Trustees may determine from time to time, as well as reimbursement of their out-of-pocket expenses incurred in acting as a Trustee. Unless otherwise determined from time to time, such compensation shall be an annual retainer in the amount of $25,000 per year plus a fee of $1,500 for each board or committee meeting a Trustee attends, to a maximum of $2,000 per day for days with multiple meetings (or $1,200 for Board and/or committee meeting by phone or for a meeting that is for briefing purposes only on which the Trustee attends, to a maximum of $1,600 per day for days with multiple such meetings). Unless otherwise determined, and subject to the first sentence of this Section 3.14, the Chairman of the board of Trustees will receive an additional annual fee of $25,000, the Chairman of the Audit Committee will receive an additional annual fee of $10,000 and the Chairman of each other_committee will receive an additional annual fee of $4,000. Each of the Trustees, either directly or indirectly, shall also be entitled to receive remuneration for services rendered to the REIT in any other capacity. Such services may include, without limitation, services as an officer of the REIT, legal, accounting or other professional services or services as a broker, transfer agent or underwriter, whether performed by a Trustee or any Person affiliated with a Trustee. Trustees who are employees of and who receive salary from the REIT or its affiliates shall not be entitled to receive any remuneration for their services as Trustees but shall be entitled to reimbursement from the REIT of their out-of-pocket expenses incurred in acting as a Trustee. The Trustees shall be eligible to participate in any incentive plan for employees and/or officers adopted by the REIT. Each Independent Trustee will be expected to own at least 3,000 Units within three years of appointment. Trustees will be expected to use at least 50% of their retainer remuneration to purchase Units until such Trustee holds at least 3,000 Units.

3.15 Validity of Acts

Any act of a Trustee is valid notwithstanding any irregularity in the appointment of the Trustees or a defect in the qualifications of the Trustees.

3.16 Independent Trustees

Unless otherwise specified herein, a majority of the Trustees or of any committee of the Trustees must be Independent Trustees provided, however, that if at any time a majority of the Trustees are not Independent Trustees because of the death, resignation, bankruptcy, adjudicated incompetence, removal or change in circumstance of any Trustee who was an Independent Trustee, this requirement shall not be applicable for a period of 60 days thereafter, during which time the remaining Trustees shall appoint a sufficient number of Independent Trustees to comply with the requirement.

ARTICLE 4
TRUSTEES' POWERS AND DUTIES

4.1 General Powers

The Trustees, subject only to the terms and conditions contained in this Declaration of Trust, including without limitation Section 6.1 and Section 6.2, shall have, without further or other authorization and free from any control or direction on the part of the Unitholders or Special Unitholders, full, absolute and exclusive power, control and authority over the assets of the REIT and over the affairs of the REIT to the same extent as if the Trustees were the sole owners of such assets in their own right, to do all such acts and things as in their sole judgment and discretion are necessary or incidental to, or desirable for, the carrying out of any of the purposes of the REIT or the conducting of the affairs of the REIT. In construing the provisions of this Declaration of Trust, there shall be a presumption in favour of the power and authority having been granted to the Trustees. The enumeration of any specific power or authority herein shall not be construed as limiting the general powers or authority or any other specified power or authority conferred herein on the Trustees. Except as specifically required by such laws, the Trustees shall in carrying out investment activities not be in any way restricted by the provisions of the laws of any jurisdiction limiting or purporting to limit investments which may be made by trustees. Without limiting the generality of the foregoing, the Trustees may make any investments without being required to adhere to all of, or any particular portion of the investment criteria or diversification requirements set forth in the *Trustee Act* (Ontario), as amended from time to time, including, without limitation, investments in mutual funds, common trust funds, unit trusts and similar types of investment vehicles, to alter or vary such investments from time to time in a like manner, to retain such investments for such length of time as the Trustees, in their discretion determine and to delegate management and authority to discretionary managers of investment funds as the Trustees in their discretion determine appropriate.

4.2 Independent Trustee Matters

Notwithstanding anything herein to the contrary, the following matters shall require the prior approval of a majority of the Independent Trustees holding office as such at the time (given by vote at a meeting of Trustees) or by a written resolution signed by all of the Independent Trustees, in order to become effective:

(a) an acquisition or disposition of a property or an investment in a property, whether by co-investment or otherwise, in which any Asset Manager, the Property Manager or any of their respective related parties has any direct or indirect interest;

(b) an acquisition of a property from, or disposition of a property to, or assumption of a mortgage from or granting of a mortgage to any person for which any Asset Manager provides services as asset or property manager;

(c) a material change to the Asset Management Agreement, the Property Management Agreement or any renewal, extension or termination thereof or any increase in the fees payable thereunder (including transaction fees, if any);

(d) the entering into, waiver of or exercise or enforcement of any rights or remedies under any agreement entered into by the REIT, or the making, directly or indirectly, of any co-investment, with (i) any Trustee who is not an Independent Trustee, (ii) any Asset Manager, (iii) the Property Manager or (iv) any of their respective related parties;

(e) the refinancing or renewal of any indebtedness owing to any Trustee who is not an Independent Trustee, or by or to any Asset Manager, the Property Manager or any of their respective related parties;

(f) the grant of options or issuing of Units under any option or purchase plan, or any amendment thereto, provided to any Trustee, any officer and/or others;

(g) subject to Section 3.8, any change in the number of Trustees of the REIT and the appointment of Trustees to fill any vacancies created by any increase in the number of Trustees;

(h) decisions relating to compensation of Trustees; and

(i) decisions relating to any claim by or against any vendor of properties to the REIT, any Asset Manager or the Property Manager or any of their respective related parties.

4.3 Specific Powers and Authorities

Subject only to the terms and conditions contained in this Declaration of Trust including, without limitation in Section 6.1 and Section 6.2, and in addition to any powers and authorities conferred by this Declaration of Trust or which the Trustees may have by virtue of any present or future statute or rule of law, the Trustees, without any action or consent by the Unitholders or Special Unitholders, shall have and may exercise, on behalf of the REIT or otherwise, at any time and from time to time the following powers and authorities which may or may not be exercised by them in their sole judgment and discretion and in such manner and upon such terms and conditions as they may from time to time deem proper:

(a) To retain, invest and re-invest the capital or other funds of the REIT in real or personal property of any kind, all without regard to whether any such properties are authorized by law for the investment of trust funds, and to possess and exercise all the rights, powers and privileges appertaining to the ownership of the property of the REIT and to increase the capital of the REIT at any time by the issuance of additional Units for such consideration as they deem appropriate.

(b) For such consideration as they deem proper, to invest in, purchase or otherwise acquire for cash or other property or through the issuance of Units or through the issuance of notes, debentures, bonds or other obligations or securities of the REIT and hold for investment the entire or any participating interest in any mortgages. In connection with any such investment, purchase or acquisition, the Trustees shall have the power to acquire a share of rents, lease payments or other gross income from or a share of the profits from or a share in the equity or ownership of real property.

(c) To sell, rent, lease, hire, exchange, release, partition, assign, mortgage, pledge, hypothecate, grant security interests in, encumber, negotiate, convey, transfer or otherwise dispose of any or all of the property of the REIT by deeds, trust deeds, assignments, bills of sale, transfers, leases, mortgages, financing statements, security agreements and other instruments for any of such purposes executed and delivered for and on behalf of the REIT by one or more of the Trustees or by a duly authorized officer, employee, agent or any nominee of the REIT.

(d) To enter into leases, contracts, obligations and other agreements for a term extending beyond the term of office of the Trustees and beyond the possible termination of the REIT or for a lesser term.

(e) To borrow money from or incur indebtedness to any person; to guarantee, indemnify or act as surety with respect to payment or performance of obligations of third parties; to enter into other obligations on behalf of the REIT; and to assign, convey, transfer, mortgage, subordinate, pledge, grant security interests in, encumber or hypothecate the property of the REIT to secure any of the foregoing.

(f) Without limit as to amount, to issue any type of debt securities or convertible debt securities and to borrow money or incur any other form of indebtedness for the purpose of carrying out the purposes of the REIT or for other expenses incurred in connection with the REIT and for such purposes may draw, make, execute and issue promissory notes and other negotiable and non-negotiable instruments or securities and evidences of indebtedness, secure the payment of sums so borrowed or indebtedness incurred and mortgage, pledge, assign or grant a security interest in any money owing to the REIT or its property or engage in any other means of financing the REIT.

(g) To lend money or other property of the REIT, whether secured or unsecured.

(h) To incur and pay out of the property of the REIT any charges or expenses and disburse any funds of the REIT, which charges, expenses or disbursements are, in the opinion of the Trustees, necessary or incidental to or desirable for the carrying out of any of the purposes of the REIT or conducting the affairs of the REIT including, without limitation, taxes or other governmental levies, charges and assessments of whatever kind or nature, imposed upon or against the Trustees in connection with the REIT or the property of the REIT or upon or against the property of the REIT or any part thereof and for any of the purposes herein.

(i) To deposit funds of the REIT in banks, trust companies and other depositories, whether or not such deposits will earn interest, the same to be subject to withdrawal on such terms and in such manner and by such person or persons (including, without limitation, any one or more Trustees, officers, agents or representatives) as the Trustees may determine.

(j) To possess and exercise all the rights, powers and privileges appertaining to the ownership of or interest in all or any mortgages or securities, issued or created by, or interest in, any person, forming part of the assets of the REIT, to the same extent that an individual might and, without limiting the generality of the foregoing, to vote or give any consent, request or notice, or waive any notice, either in person or by proxy or power of attorney, with or without power of substitution, to one or more persons, which proxies and powers of attorney may be for meetings or action generally or for any particular meeting or action and may include the exercise of discretionary power.

(k) To exercise any conversion privilege, subscription right, warrant or other right or option available in connection with any property of the REIT at any time held by it and to make payments incidental thereto; to consent, or otherwise participate in or dissent from, the reorganization, consolidation, amalgamation, merger or readjustment of the finances of any person (other than the REIT), any of the securities of which may at any time be held by the REIT or to the sale, mortgage or lease of the property of any such person; and to do any act with reference thereto, including (without limitation) the delegation of discretionary powers, the exercise of options, the making of agreements or subscriptions and the payment of expenses, assessments or subscriptions which it may consider necessary or advisable in connection therewith;

(l) Subject to Section 5.1, to elect, appoint, engage or employ officers for the REIT (including, without limitation, the Chairman of Trustees, Vice-Chairman, President, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Secretary, Treasurer and such vice-presidents and other officers as the Trustees may determine), who may be removed or discharged at the discretion of the Trustees, such officers to have such powers and duties, and to serve such terms as may be prescribed by the Trustees or by the Trustees' Regulations; to engage, appoint, employ or contract with any persons as agents, representatives, employees or independent contractors or otherwise (including, without limitation, real estate advisors, investment advisors, registrars, underwriters, accountants, lawyers, real estate agents, property managers, appraisers, brokers, architects, engineers, construction managers, general contractors or otherwise) in one or more capacities, and to pay compensation from the REIT for services in as many capacities as such persons may be so engaged or employed; and, except as prohibited by law, to delegate any of the powers and duties of the Trustees (including, without limitation, the power of delegation) to any one or more Trustees, agents, representatives, officers, employees, independent contractors or other persons without regard to whether such power, authority or duty is normally granted or delegated by Trustees;

(m) To collect, sue for and receive sums of money coming due to the REIT, and to engage in, intervene in, prosecute, join, defend, compromise, abandon or adjust, by arbitration or otherwise, any actions, suits, proceedings, disputes, claims, demands or other litigation relating to the REIT, the assets of the REIT or the REIT's affairs, to enter into agreements therefor whether or not any suit is commenced or claim accrued or asserted and, in advance of any controversy, to enter into agreements regarding the arbitration, adjudication or settlement thereof.

(n) To renew, modify, release, compromise, extend, consolidate or cancel, in whole or in part, any obligation to or of the REIT.

(o) To purchase and pay for, out of the assets of the REIT, insurance contracts and policies insuring the assets of the REIT against any and all risks and insuring the REIT and/or any or all of the Trustees, the Unitholders, Special Unitholders or officers of the REIT against any and all claims and liabilities of any nature asserted by any person arising by reason of any action alleged to have been taken or omitted by the REIT or by the Trustees, the Unitholders, Special Unitholders or the officers of the REIT.

(p) To cause legal title to any of the assets of the REIT to be held by and/or in the name of the Trustees, or by and/or in the name of the REIT or one or more of the Trustees or any other person, on such terms, in such manner with such powers in such person as the Trustees may determine and with or without disclosure that the REIT or Trustees are interested therein provided, however, that should legal title to any of the assets of the REIT be held by and/or in the name of any person or persons other than the REIT, the Trustees shall require such person or persons to execute a declaration of trust acknowledging that legal title to such assets is held in trust for the benefit of the REIT.

(q) To determine conclusively the allocation to capital, income or other appropriate accounts for all receipts, expenses, disbursements and property of the REIT.

(r) To prepare, sign and file or cause to be prepared, signed and filed any prospectus, offering memorandum or similar document, and any amendment thereto and all agreements contemplated therein or ancillary thereto or relating to or resulting from any offering of the Units or other securities issued or held by the REIT and to pay the cost thereof and related thereto out of the property of the REIT whether or not such offering is or was of direct benefit to the REIT or those persons (if any) who were Unitholders or holders of Exchangeable Securities immediately prior to such offering.

(s) To make or cause to be made application for the listing on any stock exchange of any Units or other securities of the REIT, and to do all things which in the opinion of the Trustees may be necessary or desirable to effect or maintain such listing or listings.

(t) To issue Units or Special Voting Units for such consideration as the Trustees may deem appropriate in their sole discretion, such issuance to be subject to the terms and conditions of this Declaration of Trust;

(u) In addition to the mandatory indemnification provided for in Section 16.2 to the extent permitted by law to indemnify, or enter into agreements with respect to the indemnification of, any person with whom the REIT has dealings including, without limitation, the Trustees, the Depository, the Transfer Agent or any escrow agent, to such extent as the Trustees shall determine;

(v) To determine conclusively the value of any or all of the property of the REIT from time to time and, in determining such value, to consider such information and advice as the Trustees, in their sole judgment, may deem material and reliable.

(w) To do all such acts and things and to exercise such powers as may be delegated to the Trustees by any person who co-owns real property with the REIT.

(x) To do all such other acts and things as are incidental to the foregoing, and to exercise all powers that are necessary or useful to carry on the business of the REIT, to promote any of the purposes for which the REIT is formed and to carry out the provisions of this Declaration of Trust.

4.4 Further Powers of the Trustees

The Trustees shall have the power to prescribe any form provided for or contemplated by this Declaration of Trust. The Trustees may make, adopt, amend, or repeal regulations containing provisions relating to the REIT, the conduct of its affairs, the rights or powers of the Trustees and the rights or powers of the Unitholders, Special Unitholders or officers, provided that such regulations shall not be inconsistent with law or with this Declaration of Trust and not, in the opinion of the Trustees, prejudicial to Unitholders or Special Unitholders. The Trustees shall also be entitled to make any reasonable decisions, designations or determinations not inconsistent with law or with this Declaration of Trust which they may determine are necessary or desirable in interpreting, applying or administering this Declaration of Trust or in administering, managing or operating the REIT. To the extent of any inconsistency between this Declaration of Trust and any regulation, decision, designation or determination made by the Trustees, this Declaration of Trust shall prevail and such regulation, decision, designation or determination shall be deemed to be modified to eliminate such inconsistency. Any regulations, decisions, designations or determinations made in accordance with this Section shall be conclusive and binding upon all persons affected thereby.

Subject to any agreement between the REIT and any Trustee and subject as otherwise herein provided, the Trustees may from time to time in their discretion appoint, employ, invest in, contract or deal with any person including, without limitation, any affiliate of any of them and any person in which any one or more of them may be directly or indirectly interested and, without limiting the generality of the foregoing, any Trustee may purchase, hold, sell, invest in or otherwise deal with real property or other property of the same class and nature as may be held by the Trustees as property of the REIT, whether for the Trustee's own account or for the account of another (in a fiduciary capacity or otherwise), without being liable to account therefor and without being in breach of his duties and responsibilities hereunder.

4.5 Banking

The banking activities of the REIT, or any part thereof, including, but without restricting the generality of the foregoing, the operation of the REIT's accounts; the making, signing, drawing, accepting, endorsing, negotiation, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders for the payment of money; the giving of receipts for orders relating to any property of the REIT; the execution of any agreement relating to any property of the REIT; the execution of any agreement relating to any such banking activities and defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank to do any act or thing on the REIT's behalf to facilitate such banking activities, shall be transacted with such bank, trust company, or other firm or corporation carrying on a banking business as the Trustees may designate, appoint or authorize from time to time and shall be transacted on the REIT's behalf by one or more officers of the REIT as the Trustees may designate, appoint or authorize from time to time.

4.6 Standard of Care

The exclusive standard of care required of the Trustees in exercising their powers and carrying out their functions hereunder shall be that they exercise their powers and discharge their duties hereunder as Trustees honestly, in good faith with a view to the best interests of the REIT, the Unitholders and the Special Unitholders and in connection therewith, that they exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Unless otherwise required by law, no Trustee shall be required to give bond, surety or security in any jurisdiction for the performance of any duties or obligations hereunder. The Trustees in their capacity as Trustees shall not be required to devote their entire time to the investments, business or affairs of the REIT.

No Trustee shall be liable in carrying out his or her duties under this Declaration of Trust except in cases where the Trustee fails to act honestly and in good faith with a view to the best interests of the Trust or to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The duties and standard of care of the Trustees provided as aforesaid are intended to be similar to, and not to be any greater than, those imposed on a director of a corporation governed by the *Canada Business Corporations Act*.

4.7 Fees and Expenses

As part of the expenses of the REIT, the Trustees may pay or cause to be paid out of the REIT's property, reasonable fees, costs and expenses incurred in connection with the administration and management of the REIT, including (without limitation) real property and brokerage commissions in respect of investments and dispositions of real property made by the REIT, fees of auditors, accountants, lawyers, engineers, appraisers and other agents, consultants and professional advisors employed by or on behalf of the REIT, fees of stock exchanges and the cost of reporting or giving notices to Unitholders and Special Unitholders. All costs, charges and expenses properly incurred by the Trustees on behalf of the REIT shall be payable out of the REIT's property.

4.8 Reliance Upon Trustees

Any person dealing with the REIT in respect of any matters pertaining to the assets of the REIT and any right, title or interest therein or to securities of the REIT shall be entitled to rely on a certificate or statutory declaration (including, without limiting the foregoing, a certificate or statutory declaration as to the passing of a resolution of the Trustees) executed by any single Trustee or officer of the REIT or, without limiting the foregoing, such other person as may be authorized by the Trustees as to the capacity, power and authority of the Trustees or any such other person to act for and on behalf and in the name of the REIT. No person dealing with the Trustees or officers of the REIT shall be bound to see to the application of any funds or property passing into the hands or control of the Trustees. The receipt by or on behalf of the Trustees or officers of the REIT for monies or other consideration shall be binding upon the REIT.

4.9 Determinations of Trustees Binding

All determinations of the Trustees which are made in good faith with respect to any matters relating to the REIT, including, without limitation, whether any particular investment or disposition meets the requirements of this Declaration of Trust, shall be final and conclusive and shall be binding upon the REIT and all Unitholders and Special Unitholders (and, where the Unitholder is a registered retirement savings plan, registered retirement income fund, deferred profit sharing plan, registered education savings plan, or registered pension fund or plan as defined in the Tax Act, or other similar fund or plan registered under the Tax Act, upon plan beneficiaries and plan holders past, present and future) and Units and Special Voting Units of the REIT shall be issued and sold on the condition and understanding that any and all such determinations shall be binding as aforesaid.

4.10 Limitations on Liability of Trustees

(a) Subject to the standard of care set forth in Section 4.6, none of the Trustees nor any officers, employees or agents of the REIT shall be liable to any Unitholder, Special Unitholder or any other person in tort, contract or otherwise for any action taken or not taken in good faith in reliance on any documents that are, *prima* *facie*, properly executed; for any depreciation of, or loss to, the REIT incurred by reason of the sale of any security; for the loss or disposition of monies or securities; for any action or failure to act by any person to whom the Trustees are permitted to delegate and have delegated any of their duties hereunder; or for any other action or failure to act including, without limitation, the failure to compel in any way any former Trustee to redress any breach of trust or any failure by any person to perform obligations or pay monies owed to the REIT, unless such liabilities arise out of a breach of the standard of care, diligence and skill as set out in Section 4.6. If the Trustees have retained an appropriate expert, advisor or legal counsel with respect to any matter connected with their duties under this Declaration of Trust, the Trustees may act or refuse to act based on the advice of such expert, advisor or legal counsel and, notwithstanding any provision of this Declaration of Trust, including, without limitation, the standard of care, diligence and skill set out in Section 4.6 hereof, the Trustees shall not be liable for and shall be fully protected from any action or refusal to act based on the advice of any such expert, advisor or legal counsel which it is reasonable to conclude is within the expertise of such expert or advisor to give.

(b) The Trustees shall not be subject to any personal liability for any debts, liabilities, obligations, claims, demands, judgments, costs, charges or expenses against or with respect to the REIT arising out of anything done or permitted or omitted to be done in respect of the execution of the duties of the office of Trustees for or in respect to the affairs of the REIT unless such Trustee shall have failed to meet the standard of care set out in Section 4.6. No property or assets of the Trustees, owned in their personal capacity or otherwise, will be subject to any levy, execution or other enforcement procedure with regard to any obligations under this Declaration of Trust or under any other related agreements unless such Trustee shall have failed to meet the standard of care set out in Section 4.6. No recourse may be had or taken, directly or indirectly, against the Trustees in their personal capacity or against any incorporator, shareholder, director, officer, employee or agent of the Trustees or any successor of the Trustees unless such Trustee shall have failed to meet the standard of care set out in Section 4.6. The REIT shall be solely liable therefor and resort shall be had solely to the REIT's property for payment or performance thereof unless such Trustee shall have failed to meet the standard of care set out in Section 4.6.

In the exercise of the powers, authorities or discretion conferred upon the Trustees under this Declaration of Trust, the Trustees are and shall be conclusively deemed to be acting as trustees of the REIT's property.

4.11 Conflict of Interest

If a Trustee or officer of the REIT:

(a) is a party to a material contract or transaction or proposed material contract or transaction with the REIT (or an affiliate thereof); or

(b) is a director or officer of, or otherwise has a material interest in, any person who is a party to a material contract or transaction or proposed material contract or transaction with the REIT (or an affiliate thereof),

such Trustee or officer of the REIT shall disclose in writing to the Trustees or request to have entered into the minutes of meetings of the Trustees or the Investment Committee, as the case may be, the nature and extent of such interest as follows:

(c) The disclosure required in the case of a Trustee shall be made:

(i) at the meeting of Trustees or the Investment Committee, as the case may be, at which a proposed contract or transaction is first considered;

(ii) if the Trustee was not then interested in a proposed contract or transaction, at the first such meeting after he becomes so interested;

(iii) if the Trustee becomes interested after a contract is made or a transaction is entered into, at the first meeting after he becomes so interested; or

(iv) if a person who is interested in a contract or transaction later becomes a Trustee, at the first such meeting after he becomes a Trustee.

(d) The disclosure required in the case of an officer of the REIT who is not a Trustee shall be made:

(i) forthwith after such person becomes aware that the contract or transaction or proposed contract or transaction is to be considered or has been considered at a meeting of the Trustees or the Investment Committee;

(ii) if such person becomes interested after a contract is made or transaction is entered into, forthwith after such person becomes aware that he has become so interested; or

(iii) if a person who is interested in a contract or a transaction later becomes an officer of the REIT, forthwith after he becomes an officer of the REIT.

(e) Notwithstanding subsections (c) and (d), where this Section applies to any person in respect of a material contract or transaction or proposed material contract or transaction that, in the ordinary course of the affairs of the REIT, would not require approval by the Trustees or the Unitholders and Special Unitholders, such person shall disclose in writing to the Trustees or request to have entered into the minutes of meetings of the Trustees the nature and extent of such person's interest forthwith after such person becomes aware of the contract or transaction or proposed contract or transaction.

(f) A Trustee referred to in this Section shall not vote on any resolution to approve the said contract or transaction unless the contract or transaction is:

(i) an arrangement by way of security for money lent to or obligations undertaken by the Trustee for the benefit of the REIT or an Affiliate;

(ii) one relating primarily to such Trustee's remuneration as a Trustee, officer, employee or agent of the REIT;

(iii) one for indemnity of such Trustee under Section 16.1 hereof or the purchase of liability insurance; or

(iv) one with an Affiliate, provided, however, that the presence of such Trustee at the relevant meeting or the written recognition by such Trustee of any resolution in writing shall be counted toward any quorum requirement or requirement that at least a minimum number of Trustees or Independent Trustees act.

(g) For the purposes hereof, a general notice to the Trustees by a Trustee or an officer of the REIT disclosing that such person is a director or officer of or has a material interest in a person and is to be regarded as interested in any contract made or any transaction entered into with that person, is a sufficient disclosure of interest in relation to any contract so made or transaction so entered into. In the event that a meeting of Unitholders and Special Unitholders is called to confirm or approve a contract or transaction which is the subject of a general notice to the Trustees, the notice and extent of the interest in the contract or transaction of the person giving such general notice shall be disclosed in reasonable detail in the notice calling the said meeting of Unitholders and Special Unitholders or in any information circular to be provided by this Declaration of Trust or by law.

(h) Where a material contract is made or a material transaction is entered into between the REIT and a Trustee or an officer of the REIT, or between the REIT and another person in which a Trustee or an officer of the REIT is a director or officer or in which he has a material interest:

(i) such person is not accountable to the REIT or to the Unitholders and Special Unitholders for any profit or gain realized from the contract or transaction; and

(ii) the contract or transaction is neither void nor voidable,

by reason only of that relationship or by reason only that such person is present at or is counted to determine the presence of a quorum at the meeting of the Trustees or Investment Committee that authorized the contract or transaction, if such person disclosed such person's interest in accordance with this Section 4.10, and the contract or transaction was reasonable and fair to the REIT at the time it was so approved.

(i) Notwithstanding anything in this Section, but without limiting the effect of subsection (i) hereof, a Trustee or an officer of the REIT, acting honestly and in good faith, is not accountable to the REIT or to the Unitholders and Special

Unitholders for any profit or gain realized from any such contract or transaction by reason only of such person holding such office or position, and the contract or transaction, if it was reasonable and fair to the REIT at the time it was approved, is not by reason only of such person's interest therein void or voidable, where:

(i) the contract or transaction is confirmed or approved at a meeting of Unitholders and Special Unitholders duly called for that purpose; and

(ii) the nature and extent of such person's interest in the contract or transaction are disclosed in reasonable detail in the notice calling the meeting or in any information circular to be provided by this Declaration of Trust or by law.

(j) Subject to subsections (i) and (j) hereof, where a Trustee or an officer of the REIT fails to disclose such person's interest in a material contract or transaction in accordance with this Declaration of Trust or otherwise fails to comply with this Section, the Trustees, any Unitholder or any Special Unitholder, in addition to exercising any other rights or remedies in connection with such failure exercisable at law or in equity, may apply to a court for an order setting aside the contract or transaction and directing that such person account to the REIT for any profit or gain realized.

4.12 Related Party Transactions

(a) Notwithstanding anything contained elsewhere in this Declaration of Trust to the contrary, the provisions of this Section shall apply at all times:

(i) to any person who is a "related party" of the REIT within the meaning of Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions* (as such may be amended or replaced from time to time) ("**MI 61-101**"); and

(ii) to any person who is:

(A) the Asset Manager or any of its affiliates;

(B) a Trustee or an associate of a Trustee;

(C) a substantial security holder of the REIT or any affiliate of such substantial security holder (where the term "substantial security holder" shall have the meaning ascribed thereto in Part XXI of the *Securities Act* (Ontario));

(D) an officer, director or employee of the REIT or of any of its subsidiaries or affiliates

(such person being referred to herein as a "**related party**").

(b) In the event of any proposed purchase or sale of real property from or to a related party, the REIT shall comply with the provisions of MI 61-101 requiring the preparation of and provision of an independent valuation.

(c) Without limitation, and in addition to the requirement, if any, under MI 61-101 or this Declaration of Trust to obtain the approval of Unitholders and Special Unitholders, or to obtain minority approval within the meaning of MI 61-101, for any related party transaction within the meaning of MI 61-101, the REIT shall not carry out a proposed purchase or sale of real property from or to a related party, or otherwise effect a related party transaction unless such transaction is determined to be on commercially reasonable terms and is approved by a majority of the Trustees who are not parties to such transaction, or who are not directors, officers or employees of, or who do not have a material interest in, any person (other than the REIT) who is a party to such transaction.

4.13 Conditions Precedent

The obligation of the Trustees to commence or continue any act, action, suit or proceeding or to represent the REIT in any action, suit or proceeding shall be conditional upon sufficient funds being available to the Trustees from the REIT's property to commence or continue such act, action, suit or proceeding or to represent the REIT in any action, suit or proceeding and an indemnity reasonably satisfactory to the Trustees to protect and hold harmless the Trustees against the costs, charges and expenses and liabilities to be incurred therein and any loss and damage it may suffer by reason thereof. None of the provisions contained in this Declaration of Trust shall require the Trustees to expend or risk their own funds or otherwise incur financial liability in the performance of their duties or in the exercise of any of their rights or powers unless they are given an indemnity and funding satisfactory to the Trustees, acting reasonably.

ARTICLE 5
OFFICERS OF THE REIT

5.1 General

The REIT shall have a Chairman of Trustees, and may have one or more other officers as the Trustees may appoint from time to time. Any officer of the REIT, other than the Chairman of Trustees, may, but need not, be a Trustee. One person may hold two or more offices. Officers of the REIT may be appointed and discharged, and their powers, responsibilities and remuneration determined, by the Trustees and, in the absence of such determination, their responsibilities shall be those usually applicable to the office held. All officers so appointed shall be Residents. Notwithstanding anything contained in this Declaration of Trust to the contrary, for so long as SC/MRR Group qualifies for the Minimum Voting Entitlement pursuant to Section 3.8(e), members of senior management of the REIT shall be subject to the approval of Mitchell Goldhar.

5.2 Chairman of Trustees

The Chairman of Trustees shall be appointed from among the Trustees provided that the Chairman of Trustees must be an Independent Trustee. When present, the Chairman of Trustees shall be chairman of meetings of Trustees and Unitholders and Special Unitholders and shall have such other powers and duties as the Trustees may determine from time to time.

5.3 Term of Office

The Chairman and any officer appointed by the Trustees shall hold office until his successor is elected or appointed, provided that, without prejudice to rights under any employment contract, the Trustees may at any time remove an officer from office at any time in their sole discretion.

5.4 Independent Contractors

Any office of the REIT appointed by the Trustees may be held by an individual who is not an employee of the REIT but has been retained by the REIT to hold such office pursuant to an independent service agreement entered into between the REIT and that individual or that individual's employer.

ARTICLE 6
INVESTMENT GUIDELINES AND OPERATING POLICIES

6.1 Investment Guidelines

The assets of the REIT may be invested only with the approval of the Trustees and only in accordance with the following guidelines:

(a) notwithstanding anything in Section 6.1(b) to Section 6.1(k) hereof, and in Section 6.2 hereof, the REIT shall not make any investment, take any action or omit to take any action that would result in Units not being units of a "mutual fund trust" within the meaning of the Tax Act, that would result in Units not being qualified investments for Plans or that would result in the REIT paying a tax under Part X.2 of the Tax Act;

(b) the REIT may only invest, directly or indirectly, in:

   (i) interests (including fee ownership and leasehold interest) in income-producing real property located primarily in Canada;

   (ii) corporations, trusts, partnerships or other persons which solely have, directly or indirectly, interests (including the ownership of leasehold interests) in income-producing property located primarily in Canada (or activities relating or ancillary thereto); and

(iii) such other activities as are consistent with the other investment guidelines of the REIT and are approved by a majority of Trustees, from time to time;

(c) the REIT will not invest in any interest in a single real property if, after giving effect to the proposed investment, the cost of investment to the REIT (net of the amount of debt incurred or assumed in connection with such investment) will exceed 20% of the Adjusted Unitholders' Equity at the time the investment is made;

(d) the REIT may, directly or indirectly, invest in a joint venture arrangement for the purposes of owning interests or investments otherwise permitted to be held by the REIT; provided that such joint venture arrangement contains terms and conditions which, in the opinion of the Trustees, are commercially reasonable, including without limitation such terms and conditions which, in the opinion of the Trustees, are commercially reasonable, including without limitation such terms and conditions relating to restrictions on transfer and the acquisition and sale of the REIT's and any joint venturer's interest in the joint venture arrangement, provisions to provide liquidity to the REIT, such as buy-sell mechanisms, provisions to limit the liability of the REIT to third parties, and provisions to provide for the participation of the REIT in the management of the joint venture arrangement. For purposes hereof, a joint venture arrangement is an arrangement between the REIT and one or more other persons ("**joint venturers**") pursuant to which the REIT, directly or indirectly, conducts an undertaking for one or more of the purposes set out above and in respect of which the REIT may hold its interest jointly or in common or in another manner with others either directly or through the ownership of securities of a corporation or other entity (a "**joint venture entity**"), including without limitation a general partnership, limited partnership or limited liability company;

(e) except for temporary investments held in cash, deposits with a Canadian chartered bank or trust company registered under the laws of Canada or of a province of Canada, short-term government debt securities, or receivables under instalment receipt agreements or money market instruments of, or guaranteed by, a Schedule I Canadian bank maturing prior to one year from the date of issue or except as permitted pursuant to Sections 6.1(b), (d), (g), (i) and (j) and Section 6.2(a), the REIT may not hold securities other than (i) securities of any issuer referred to in Section 6.1(b), (ii) securities of a joint venture entity; or (iii) securities of an entity wholly-owned, directly or indirectly, by the REIT formed and operated solely for the purpose of holding, directly or indirectly, a particular real property or real properties and provided further that, notwithstanding anything contained in the Declaration of Trust to the contrary, the REIT may acquire securities of other real estate investment trusts;

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

(g) the REIT will not invest, directly or indirectly:

(i) in operating businesses unless such investment is an indirect investment and is incidental to a transaction:

(A) where revenue will be derived, directly or indirectly, principally from real property; or

(B) which principally involves the ownership, maintenance, improvement, leasing or management, directly or indirectly, of real property (in each case as determined by the Trustees); or

(ii) in predominantly special purpose properties, such as hotels, nursing homes or resort properties;

(h) provided that the REIT will maintain its status as a mutual fund trust within the meaning of the Tax Act, the REIT may invest in raw land for development and ownership or for other development projects for the purpose of (i) renovating or expanding existing properties or facilities on adjacent properties, or (ii) developing new properties which will, upon completion, be income producing provided that the aggregate value of the investments of the REIT in raw land, after giving effect to the proposed investment, will not exceed 5% of the Gross Book Value;

(i) the REIT may invest in mortgages and mortgage bonds (including participating or convertible mortgages) and similar instruments where:

(i) the mortgage or mortgage bond is issued by a Subsidiary;

(A) the real property which is security therefor is income-producing real property which otherwise meets the other investment guidelines of the REIT adopted from time to time in accordance with this Declaration of Trust and the guidelines set out herein;

(B) the amount of the mortgage loan is not in excess of 75% of the market value of the property securing the mortgage and the mortgage has at least 1.2X debt service coverage;

(C) the mortgage is a first ranking mortgage registered on title to the real property which is security therefor; and

(D) the aggregate book value of the investments of the REIT in mortgages, after giving effect to the proposed investment, will not exceed 20% of Adjusted Unitholders' Equity;

(j) notwithstanding any of the provisions hereof, the REIT may invest in any mortgage which is not a first ranking mortgage for purposes of providing, directly or indirectly, financing in connection with a transaction in which the REIT is the vendor or with the intention of using such mortgage as part of a method for subsequently acquiring an interest in or control of a property or a portfolio of properties; provided that the aggregate value of the investments of the REIT in mortgages, after giving effect to the proposed investment, will not exceed 20% of the Adjusted Unitholders' Equity; and

(k) the REIT may invest an amount (which, in the case of an amount invested to acquire real property, is the purchase price less the amount of any indebtedness assumed or incurred by the REIT) up to 15% of the Adjusted Unitholders' Equity of the REIT in investments which do not comply with one or more of Section 6.1(b), (d), (e), (i) and (j) or Section 6.2(c) and (e).

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

6.2 Operating Policies

The operations and affairs of the REIT shall be conducted in accordance with the following policies:

(a) the REIT shall not purchase, sell, market or trade in currency or interest rate futures contracts otherwise than for hedging purposes where, for the purposes hereof, the term "**hedging**" shall have the meaning ascribed thereto by National Instrument 81-102 adopted by the Canadian Securities Administrators, as amended from time to time;

(b) (i) any written instrument creating an obligation which is or includes the granting by the REIT of a mortgage; and (ii) to the extent management of the REIT determines to be practicable, any written instrument which is, in the judgment of management of the REIT, a material obligation, shall contain a provision or be subject to an acknowledgement to the effect that the obligation being created is not personally binding upon, and that resort shall not be had to, nor shall recourse or satisfaction be sought from, the private property of any of the Trustees, Unitholders, Special Unitholders, annuitants under a plan of which a Unitholder acts as a trustee or carrier, or officers, employees or agents of the REIT, but that only property of the REIT or a specific portion thereof shall be bound; the REIT, however, is not required, but shall use all reasonable efforts, to comply with this requirement in respect of obligations assumed by the REIT upon the acquisition of real property;

(c) the REIT will not lease or sublease to any person any real property, premises or space where that person and its affiliates would, after the contemplated lease or sublease, be leasing or subleasing real property, premises or space having a fair market value net of encumbrances in excess of 20% of Adjusted Unitholders' Equity;

(d) the limitation contained in Section 6.2(c) will not apply to the renewal of a lease or sublease and will not apply where the lessee or sub lessee is, or where the lease or sublease is guaranteed by: (i) the Government of Canada, the Government of the United States, any province or territory of Canada, any state of the United States, any municipality or city in Canada, or any agency or crown corporation thereof; (ii) any entity, of which any of the bonds, debentures or other evidences of indebtedness of, or guaranteed by such entity, or any of the other securities such entity, have received and continue to hold, an investment grade rating from a recognized credit rating agency, in each case at the time the lease or sublease is entered into, or at the time other satisfactory leasing or pre-leasing arrangements (as determined by the Trustees in their discretion) were entered into; or (iii) a Canadian chartered bank or a trust company or insurance company registered or licensed federally or under the laws of a province of Canada;

(e) in addition to the provisions of Section 6.1(h), the REIT may engage in activities in order to maintain its real properties in good repair or to improve the income-producing potential of properties in which the REIT has an interest;

(f) title to each real property shall be held by and registered in the name of the REIT, the Trustees or a corporation or other entity owned, directly or indirectly, by the REIT or jointly-owned, directly or indirectly, by the REIT, with joint venturers or a corporation which is a nominee, directly or indirectly, of the REIT which holds registered title to such real property pursuant to a nominee agreement with the REIT;

(g) the REIT will not incur any new indebtedness (otherwise than by the assumption of existing indebtedness) or renew or refinance any indebtedness under a mortgage on any of the real property of the REIT where (i) in the case of an individual property, the total amount of indebtedness secured by mortgages on such property exceeds 75% of the market value of such individual property or (ii) in the case of more than one property or a pool or portfolio of properties, the total amount of indebtedness secured by mortgages on such properties exceeds 75% of the market value of such properties on an aggregate basis;

(h) the REIT will not incur or assume any indebtedness if, after giving effect to such indebtedness, the total indebtedness of the REIT would be more than 70% of the Gross Book Value, including convertible debentures of the REIT from time to time outstanding. For the purposes of this paragraph, the term "**indebtedness**" means any obligation of the REIT for borrowed money provided that (A) an obligation will constitute indebtedness only to the extent that it would appear as a liability on the consolidated balance sheet of the REIT in accordance with GAAP; and (B) indebtedness excludes trade accounts payable, distributions payable to Unitholders and accrued liabilities arising in the ordinary course of business;

(i) at no time will the REIT incur indebtedness aggregating more than 15% of its Gross Book Value (excluding trade account payables, accrued liabilities arising in the ordinary course of business, debt with an original maturity of one year or more falling due in the next 12 months or variable rate debt for which the REIT has entered into interest rate swap agreements to fix the interest rate for a one year period or more and distributions payable to Unitholders) at floating interest rates or having maturities of less than one year;

(j) the REIT will not directly or indirectly guarantee any indebtedness or liabilities of any kind of a third party, except indebtedness or liabilities assumed or incurred by an entity in which the REIT holds an interest, directly or indirectly, or by an entity jointly-owned by the REIT with joint venturers and operated solely for the purpose of holding a particular property or properties where such indebtedness, if granted by the REIT directly, would not cause the REIT to otherwise contravene the guidelines and policies set out under Section 6.1 or this Section 6.2. The REIT is not required but shall use its reasonable best efforts to comply with this requirement (i) in respect of obligations assumed by the REIT pursuant to the acquisition of real property or (ii) if doing so is necessary or desirable in order to further the initiatives of the REIT permitted under this Declaration of Trust;

(k) no acquisition may be made nor any development undertaken unless and until the officers of the REIT have prepared and presented to the Investment Committee or the Trustees a written report containing their recommendation that the REIT make the investment together with a financial analysis of the estimated cost and projected return from the investment and such supplementary information and data (including, without limitation, underlying assumptions, proposed financial arrangements, leasing and economic and market data) as is reasonably necessary to the investment decision;

(l) the REIT shall obtain and maintain at all times property insurance coverage in respect of potential liabilities of the REIT from risks, in amounts, with such insurers, and on such terms as the Trustees consider appropriate, taking into account all relevant factors including the practices of owners of comparable properties; and

(m) the REIT shall obtain a building condition report and a Phase I environmental assessment (“**ESA**”) of each real property to be acquired by it and, if the Phase I ESA report recommends a Phase II ESA be conducted, the REIT shall conduct a Phase II ESA, in each case by an independent and experienced environmental consultant; as a condition to any acquisition, any such ESA shall be satisfactory to the Trustees within their sole discretion.

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

6.3 Amendments to Investment Guidelines and Operating Policies

The investment guidelines set out under Section 6.1 and the operating policies contained in Section 6.2(b), (e), (g), (h), (i), (l) and (m) may be amended only by Special Resolution pursuant to Section 8.16. The remaining operating policies may be amended with the approval of a majority of the votes cast by Unitholders and Special Unitholders at a meeting called for such purpose.

6.4 Application of Investment Guidelines and Operating Policies

With respect to the investment guidelines and operating policies contained in Section 6.1 and Section 6.2, where any maximum or minimum percentage limitation is specified in any of the guidelines and policies therein contained, such guidelines and policies shall be applied on the basis of the relevant amounts calculated immediately after the making of such investment or the taking of such action. Any subsequent change relative to any percentage limitation which results from a subsequent change in the Gross Book Value or Adjusted Unitholders' Equity will not require divestiture of any investment.

6.5 Regulatory Matters

If at any time a government or regulatory authority having jurisdiction over the REIT or any property of the REIT shall enact any law, regulation or requirement which is in conflict with any investment guideline of the REIT then in force (other than Section 6.1(a)), such guideline in conflict shall, if the Trustees on the advice of legal counsel to the REIT so resolve, be deemed to have been amended to the extent necessary to resolve any such conflict and, notwithstanding anything to the contrary herein contained, any such resolution of the Trustees shall not require the prior approval of Unitholders or Special Unitholders.

ARTICLE 7
UNITS AND SPECIAL VOTING UNITS

7.1 Units and Special Voting Units

(a) The beneficial interests in the REIT shall be divided into interests of two classes, described and designated as "Units" and "Special Voting Units", which shall be entitled to the rights and subject to the limitations, restrictions and conditions set out herein, and the interest of each Unitholder and Special Unitholder shall be determined by the number of Units and/or Special Voting Units registered in the name of the Unitholder or Special Unitholder. The number of Units and Special Voting Units which the REIT may issue is unlimited. The issued and outstanding Units and Special Voting Units may be subdivided or consolidated from time to time by the Trustees without notice to the Unitholders and Special Unitholders; *provided, however,* that no subdivision or consolidation to the Units shall be made unless a corresponding subdivision or consolidation is made to the Special Voting Units, and that no subdivision or consolidation to the Special Voting Units shall be made unless a corresponding subdivision or consolidation is made to the Units.

(b) No Special Voting Unit shall be entitled to any legal or beneficial interest or share in the distributions or net assets of the REIT. Special Voting Units shall only be issued concurrently with or in relation to the issuance of Exchangeable Securities, on such terms and conditions as may be determined by the Trustees. Special Voting Units shall be automatically cancelled, without any further action of the Trustees or the REIT, and the former holder of such Special Voting Unit will cease to have any rights with respect thereto concurrently with the issuance of Units on the exchange of the related Exchangeable Securities. Subject to Section 8.8, each Special Voting Unit shall entitle the holder of record thereof to a number of votes at all meetings of Unitholders and Special Unitholders or in respect of any written resolution of Unitholders and Special Unitholders equal to the number of Units into which the Exchangeable Securities to which such Special Voting Units relate are exchangeable.

(c) Concurrently with the issuance of any Exchangeable Securities and related Special Voting Units, the REIT shall enter into such agreements, including voting and exchange trust agreements and Exchangeable Security support agreements, as may be necessary or desirable to properly provide for the terms of the Exchangeable Securities, including to provide for voting of such Special Voting Units.

7.2 Ranking of Units

Each Unit shall represent an equal undivided beneficial interest in the REIT with all outstanding Units. All Units outstanding from time to time shall participate *pro rata* in any distributions by the REIT and, in the event of termination or winding up of the REIT, in the net assets of the REIT remaining after satisfaction of all liabilities and no Unit shall have any preference or priority over any other. Units shall rank among themselves equally and rateably without discrimination, preference or priority.

7.3 Consideration for Units and Special Voting Units

No Units shall be issued other than as fully paid and non-assessable, unless issued on an instalment basis in accordance with the terms of the LTIP. A Unit shall not be fully paid until the consideration therefor has been received in full by or on behalf of the REIT. The consideration for any Unit shall be paid in money or in property or in past services that are not less in value than the fair equivalent of the money that the REIT would have received if the Unit had been issued for money. In determining whether property or past services are the fair equivalent of consideration paid in money, the Trustees may take into account reasonable charges and expenses of organization and reorganization and payments for property and past services reasonably expected to benefit the REIT. Special Voting Units shall only be issued in connection with the issuance of Exchangeable Securities or pursuant to the operation of the Minimum Voting Entitlement.

7.4 Re-Purchase of Initial Units by REIT

The REIT has re-purchased the Initial Trust Units from the Initial Unitholder, and the Initial Unitholder has sold the Initial Trust Units to the REIT, for a purchase price of $100.00 and, upon the completion of such purchase and sale, the Initial Trust Units were cancelled and were no longer outstanding for any purpose of this Declaration of Trust.

7.5 No Pre-Emptive Rights

No person shall be entitled, as a matter of right, to subscribe for or purchase any Units of the REIT.

There are no pre-emptive rights attaching to the Units.

7.6 Fractional Units and Special Voting Units

If as a result of any act of the Trustees hereunder any person becomes entitled to a fraction of a Unit, such person shall not be entitled to receive a certificate therefor. Fractional Units and Special Voting Units shall not, except to the extent that they may represent in the aggregate one or more whole Units or Special Voting Units, entitle the holders thereof to notice of or to attend or to vote at, meetings of Unitholders and Special Unitholders. Subject to the foregoing, such fractional Units and Special Voting Units shall have attached thereto the rights, restrictions, conditions and limitations attaching to whole Units or Special Voting Units in the proportion that they bear to a whole Unit or Special Voting Unit, as the case may be.

7.7 Allotment and Issue

The Trustees may allot and issue Units and Special Voting Units at such time or times and in such manner (including, without limitation, pursuant to any plan from time to time in effect relating to reinvestment by Unitholders of their distributions of the REIT in Units), and for such consideration and to such person, persons or class of persons as the Trustees in their sole discretion shall determine excepting only that Special Voting Units shall only be issued in connection with the issuance of Exchangeable Securities or pusuant to the operation of the Minimum Voting Entitlement. In the event that Units or Special Voting Units are issued in whole or in part for a consideration other than money, the resolution of the Trustees allotting and issuing such Units or Special Voting Units shall express the fair equivalent in money of the other consideration received.

7.8 Rights, Warrants and Options

The REIT may create and issue rights, warrants or options or other instruments or securities to subscribe for fully paid Units which rights, warrants, options, instruments or securities may be exercisable at such subscription price or prices and at such time or times as the Trustees may determine. The rights, warrants, options, instruments or securities so created may be issued for such consideration or for no consideration, all as the Trustees may determine. A right, warrant, option, instrument or security shall not be a Unit and a holder thereof shall not be a Unitholder. Upon the approval by the Independent Trustees of any unit option plan for the Trustees, officers and/or employees of the REIT or any Subsidiary of the REIT and/or their personal holding companies or family trusts and/or persons who provide services to the REIT (including pursuant to any Asset Management Agreement), the Governance and Compensation Committee may, upon receiving authority from the Trustees, recommend to the Trustees the granting of options upon the terms and subject to the conditions set forth in such plan.

Subject to the provisions of Article 6 hereof, the Trustees may create and issue indebtedness of the REIT in respect of which interest, premium or principal payable thereon may be paid, at the option of the REIT or the holder, in fully paid Units, or which indebtedness, by its terms, may be convertible into Units at such time and for such prices as the Trustees may determine. Any indebtedness so created shall not be a Unit and a holder thereof shall not be a Unitholder unless and until fully paid Units are issued in accordance with the terms of such indebtedness.

7.9 Commissions and Discounts

The Trustees may provide for the payment of commissions or may allow discounts to persons in consideration of their subscribing or agreeing to subscribe, whether absolutely or conditionally, for Units or other securities issued by the REIT or of their agreeing to procure subscriptions therefor, whether absolute or conditional.

7.10 Transferability and Stock Exchange Listings

(a) The Units are freely transferable and, except as stipulated in Section 7.11 and Section 7.12, the Trustees shall not impose any restriction on the transfer of Units by any Unitholder except with the consent of such Unitholder. The Trustees shall use all reasonable efforts to obtain and maintain a listing for the Units on one or more stock exchanges in Canada.

(b) Special Voting Units shall not be transferable separately and apart from the Exchangeable Securities to which they are attached, and in any event shall be subject to such restrictions on transfer as are stipulated in Section 7.11 and Section 7.12 hereof and/or in any agreement, document or other instrument providing for the creation, issuance and terms of the Exchangeable Securities to which such Special Voting Units are attached. Special Voting Units shall not be listed on any stock exchange.

7.11 Transfer of Units and Special Voting Units

(a) Subject to the provisions of this Article 7, the Units shall be, for all purposes of the REIT and this Declaration of Trust, personal and moveable property, and the Units shall be fully transferable without charge as between persons.

(b) No transfer of Units or Special Voting Units shall be effective as against the Trustees or shall be in any way binding upon the Trustees until the transfer has been recorded on the Register or one of the branch transfer registers maintained by the Trustees, the REIT or the Transfer Agent. No transfer of a Unit or a Special Voting Unit shall be recognized unless such transfer is of a whole Unit or Special Voting Unit, as the case may be.

(c) Subject to the provisions of this Article 7, Units and Special Voting Units shall be transferable on the Register or one of the branch transfer registers only by the holders of record thereof or their executors, administrators or other legal representatives or by their agents or attorneys duly authorized in writing, and, in the case of Units, only upon delivery to the REIT or to the Transfer Agent of the certificate therefor, properly endorsed or accompanied by a duly executed instrument of transfer or power of attorney and accompanied by all necessary transfer or other taxes imposed by law, together with such evidence of the genuineness of such endorsement, execution and authorization and other matters that may reasonably be required by the Trustees or the Transfer Agent. Upon compliance with the foregoing requirements, the transfer shall be recorded on the Register or branch transfer registers and, in the case of Units, a new Unit Certificate for the Units shall be issued to the transferee and a new Unit Certificate for the balance of Units not transferred shall be issued to the transferor.

(d) Unit Certificates representing any number of Units may be exchanged without charge for Unit Certificates representing an equivalent number of Units in the aggregate. Any exchange of Unit Certificates may be made at the offices of the Trust or the Transfer Agent where registers are maintained for Unit Certificates pursuant to the provisions of this Article 7. Any Unit Certificates tendered for exchange shall be surrendered to the Trustees or appropriate Transfer Agent and then shall be cancelled.

7.12 Non-Resident Ownership Constraint

(a) At no time may Non-Residents be the beneficial owners of more than 49% of the Units or Special Voting Units, on a basic or fully-diluted basis (including, for greater certainty, Units issuable upon the exchange or conversion of Exchangeable Securities), and the Trustees shall inform the Transfer Agent of this restriction. The Trustees may require a registered holder of Units and/or Special Voting Units to provide the Trustees with a declaration as to the jurisdictions in which beneficial owners of the Units or Special Voting Units registered in such Unitholder's or Special Unitholder's name, as the case may be, are resident and as to whether such beneficial owners are Non-Residents (or in the case of a partnership, whether the partnership is a Non-Resident). If the Trustees become aware, as a result of acquiring such declarations as to beneficial ownership or as a result of any other investigations, that the beneficial owners of 49% of the Units or Special Voting Units on a basic or fully-diluted basis (including, for greater certainty, Units issuable upon the exchange or conversion of Exchangeable Securities) are, or may be, Non-Residents or that such a situation is imminent, the Trustees may make a public announcement thereof and shall not accept a subscription for Units from or issue or register a transfer of Units or Special Voting Units to a person unless the person provides a declaration in form and content satisfactory to the Trustees that the person is not a Non-Resident and does not hold such Units or Special Voting Units for the benefit of Non-Residents. If, notwithstanding the foregoing, the Trustees determine that more than 49% of the Units or Special Voting Units on a basic or fully-diluted basis, (including, for greater certainty, Units issuable upon the exchange or conversion of Exchangeable Securities) are held by Non-Residents, the Trustees may send a notice to such Non-Resident holders of the Units or Special Voting Units, as the case may be, chosen in inverse order to the order of acquisition or registration or in such other manner as the Trustees may consider equitable and practicable, requiring such holders to sell their Units or Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) or a portion thereof within a specified period of not more than 30 days. If the holders of Units or Special Voting Units receiving such notice have not sold the specified number of Units or Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) or provided the Trustees with satisfactory evidence that they are not Non-Residents within such period, the Trustees may on behalf of such holders sell such Units or Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) and, in the interim, shall suspend the voting rights attached to such Units or Special Voting Units and the distribution rights attached to such Units (other than the right to receive the net proceeds from the sale). Upon such sale or conversion, the affected holders shall cease to be holders of the relevant Units or Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) and their rights shall be limited to receiving the net proceeds of sale upon surrender of the certificates, if any, representing such securities. The REIT may direct the Transfer Agent to do any of the foregoing.

For greater certainty, the REIT may sell securities in accordance with the terms hereof despite the fact that the REIT does not possess the certificates, if any, representing the securities at the time of the sale. Where, in accordance with this Section 7.12, securities are sold by the REIT without possession of the certificates, if any, representing the same and, after the sale, a person establishes that it is a *bona fide* purchaser without notice of the securities from the holder thereof, then, subject to applicable law:

(i) the REIT shall be entitled to treat the securities so purchased by the *bona fide* purchaser as validly issued and outstanding securities in addition to the securities sold by the REIT; and

(ii) notwithstanding any other provisions of this Declaration of Trust, the REIT is entitled to the deposit made with respect to such sale and shall add the amount of the deposit to the capital account maintained by the REIT in respect of outstanding securities.

The Trustees shall have the sole right and authority to make any determination required or contemplated under this Section 7.12. The Trustees shall make all determinations necessary for the administration of the provisions of this Section 7.12 and, without limiting the generality of the foregoing, if the Trustees consider that there are reasonable grounds for believing that a contravention of the non-resident ownership restriction has occurred or will occur, the Trustees shall make a determination with respect to the matter. Any such determination shall be conclusive, final and binding except to the extent modified by any subsequent determination by the Trustees. Notwithstanding the foregoing, the Trustees may delegate, in whole or in part, their power to make a determination to any officer of the REIT.

No U.S. Qualified Plan shall be permitted to be a beneficial owner of any Units or Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) irrespective of whether such beneficial interest be acquired through a subscription for Units or the transfer of Units or Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) or otherwise, and any acquisition of such an interest, on the part of a U.S. Qualified Plan, shall be and be deemed to be null and void ab initio. The Trustees or the Transfer Agent shall have the right to require a declaration from any person who is, or is desiring to become, a holder of Units or Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) which states that such person is not a U.S. Qualified Plan.

The transfer of Units and Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) shall be restricted such that the Units and Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) shall not be transferred except as permitted under U.S. federal and state securities laws, and no Unit or Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) shall be subject to registration under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"). The REIT shall not be subject to registration as an "investment company" under the United States Investment Company Act of 1940, as amended (the "U.S. Investment Company Act"). Each certificate representing a Unit or Exchangeable Security will bear a legend referring to these restrictions. Without the prior written consent of the REIT, no transfer of Units or Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached), or any interest therein, shall be permitted (i) within the United States unless the transfer is made in accordance with U.S. federal and state securities laws and the transferee is a "Qualified Purchaser" (within the meaning of Section 2(a)(51) of the U.S. Investment Company Act) or (ii) outside the United States to a "U.S. Person" (within the meaning of Regulation S under the U.S. Securities Act) or a "U.S. resident" (within the meaning of the U.S. Investment Company Act) unless the transfer is made in accordance with U.S. federal and state securities laws and such transfer will not result in the REIT being required to register as an "investment company" under the U.S. Investment Company Act.

At no time may a holder of Units or Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) (i) within the United States be a person other than a "Qualified Purchaser" (within the meaning of Section 2(a)(51) of the U.S. Investment Company Act) or (ii) outside the United States be a "U.S. Person" (within the meaning of Regulation S under the U.S. Securities Act) or a "U.S. resident" (within the meaning of the U.S. Investment Company Act), if this would result in the REIT being required to register as an "investment company" under the U.S. Investment Company Act, and the Trustees shall inform the Transfer Agent of this restriction. The Trustees shall be authorized to require declarations as to whether any beneficial owner of Units or Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) is a "U.S. Person" (within the meaning of Regulation S under the U.S. Securities Act) or a "U.S. resident" (within the meaning of the U.S. Investment Company Act) and such person's status relative to the above described restrictions. If the Trustees become aware, as a result of requiring such declarations as to beneficial ownership or otherwise, that a holder of Units or Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) (A) within the United States is not, or may not be, a "Qualified Purchaser" (within the meaning of Section 2(a)(51) of the U.S. Investment Company Act) or (B) outside the United States is, or may be, a "U.S. Person" (within the meaning of Regulation S under the U.S. Securities Act) or a "U.S. resident" (within the meaning of the U.S. Investment Company Act) and, in each case, if this would result in the REIT being required to register as an "investment company" under the U.S. Investment Company Act, or that such a situation is imminent, the Trustees may make a public announcement thereof and the Transfer Agent shall not accept a subscription for Units from or issue or register a transfer of Units or Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) to a person unless such person provides a declaration, in form and content satisfactory to the Trustees, that the transfer would not result in the REIT being required to register as an "investment company" under the U.S. Investment Company Act. If, notwithstanding the foregoing, the Trustees determine that the transfer would result in the REIT being required to register as an "investment company" under the U.S. Investment Company Act, the Trustees shall send a notice to the holders of Units and Special Voting Units proposing such transfers, requiring them to sell their Units and Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) or a portion thereof within a specified period of not less than 30 days on a basis that does not result in a contravention of this Section 7.12. The notice shall also require such holder of Units or Special Voting Units to notify the REIT of the transfer when completed. If the holder receiving such notice has not provided the Trustees with satisfactory evidence that the transfer would not result in the REIT being required to register as an "investment company" under the U.S. Investment Company Act, the Trustees may, on behalf of such holder, sell such Units or Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) without further notice and, in the interim, shall suspend the voting rights attached to such Units or Special Voting Units and/or distribution rights attached to such Units. For all purposes of such sale, the Trustees and any Transfer Agent shall be deemed to be the agents and lawful attorneys of the affected holder. Upon such sale, the affected holder shall cease to be a holder of Units and Special Voting Units (including the Exchangeable Securities to which such Special

Voting Units are attached) and its rights shall be limited to receiving the net proceeds of sale upon surrender of the certificates representing such Units and Exchangeable Securities, subject to the right to receive payment of any distribution on Units declared by the Trustees which is unpaid and owing to such holder. The Trustees shall have no liability for the amount received provided that they act in good faith.

(b) No liability shall accrue to the REIT or the Trustees if the Units or Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) of a Non-Resident holder are sold at a loss to such holder. Unless and until the Trustees shall have been required to do so under the terms hereof, the Trustees shall not be bound to do or take any proceeding or action with respect to this Section 7.12 by virtue of the powers conferred on them hereby. The Trustees shall use reasonable commercial efforts to actively monitor the ownership of Units and Special Voting Units (including the Exchangeable Securities to which such Special Voting Units are attached) by Non-Residents. It is acknowledged that the Trustees cannot definitively monitor the ownership of Units by Non-Residents if the Units are registered in the name of CDS. The Trustees shall not be liable for any violation of the Non-Resident ownership restriction which may occur during the term of the REIT.

7.13 Book-Based System

The provisions of this Section shall not in any way alter the nature of Units or the relationships of a Unitholder to the Trustees and of one Unitholder to another but are intended only to facilitate the issuance of certificates evidencing the ownership of Units, if desirable to issue them to Unitholders, and the recording of all transactions in respect of Units and Unit Certificates whether by the Trust, securities dealers, stock exchanges, transfer agents, registrars or other persons.

Except as otherwise provided below, the Units will be represented in the form of one or more fully registered global unit certificates (each a "**Global Unit Certificate**") held by, or on behalf of, CDS, as depository of the Global Unit Certificates for the participants of CDS, registered in the name of CDS or its nominee, and registration of ownership and transfers of the Units will be effected only through the book-based system administered by CDS.

Except as described below, no purchaser of a Unit will be entitled to a certificate or other instrument from the REIT evidencing that purchaser's ownership thereof, and no holder of a beneficial interest in a Unit (a "**Beneficial Owner**") will be shown on the records maintained by CDS except through book-entry accounts of a participant of CDS acting on behalf of the Beneficial Owners. CDS will be responsible for establishing and maintaining book-entry accounts for its participants having interests in the Global Unit Certificates. Sales of interests in the Global Unit Certificates can only be completed through participants in the depository services of CDS.

Units will be issued in fully registered form to holders or their nominees, if any, who purchase the Units pursuant to the private placement of Units made in reliance upon Rule

144A adopted under the United States *Securities Act of 1933*, and to transferees thereof in the United States who purchase such Units in reliance upon such Rule. Likewise, any Units transferred to a transferee within the United States or outside the United States to a "U.S. Person" (within the meaning of Regulation S) or a "U.S. resident" (within the meaning of the U.S. Investment Company Act) will be evidenced in definitive certificates representing any such Units unless the REIT otherwise agrees that such Units need not be evidenced in definitive securities. If any such Units represented by definitive certificates are subsequently traded into Canada or otherwise outside the United States to a person other than a "U.S. Person" (within the meaning of Regulation S) or a "U.S. resident" (within the meaning of the U.S. Investment Company Act), the Transfer Agent will deliver a certificate registered in the name of CDS or its nominee representing such Units and, thereafter, registration of ownership and transfers of such Units will be made through the book-based system administered by CDS. Without the prior written consent of the REIT, no Units may be transferred within the United States unless the transferee is a "Qualified Purchaser" (within the meaning of Section 2(a)(51) of the U.S. Investment Company Act) and the transfer is in compliance with U.S. federal and state securities laws. Without the prior written consent of the REIT, no Units may be transferred outside the United States (A) to a "U.S. Person" (within the meaning of Regulation S under the U.S. Securities Act) or a "U.S. resident" (within the meaning of the U.S. Investment Company Act), in each case of clause (A) or (B) above if such transfer would result in the REIT being required to register as an "investment company" under the U.S. Investment Company Act and (B) unless in accordance with Regulation S under the U.S. Securities Act.

Except in the case of United States purchasers purchasing Units under Rule 144A or purchasers outside the United States who are either a "U.S. Person" (within the meaning of Regulation S) or a "U.S. resident" (within the meaning of the U.S. Investment Company Act), Units will be issued in fully registered form to holders or their nominees, other than CDS or its nominee, only if: (i) the REIT is required to do so by applicable law; (ii) the depository system of CDS ceases to exist; (iii) the REIT determines that CDS is no longer willing or able or qualified to discharge properly its responsibility as depository and the REIT is unable to locate a qualified successor; or (iv) the REIT at its option elects to terminate the book-entry system in respect of the Units through CDS.

All references herein to actions by, notices given or payments made to Unitholders shall, where such Units are held through CDS, refer to actions taken by, or notices given or payments made to, CDS upon instruction from the CDS Participants in accordance with CDS's rules and procedures. For the purposes of any provision hereof requiring or permitting actions with the consent of or at the direction of Unitholders evidencing a specified percentage of the aggregate Units outstanding, such direction or consent may be given by Unitholders acting through CDS and the CDS Participants owning Units evidencing the requisite percentage of the Units. The rights of a Unitholder whose Units are held through CDS shall be exercised only through CDS and the CDS Participants and shall be limited to those established by law and agreements between such Unitholders and CDS and/or the CDS Participants or upon instruction from the CDS Participants. Each of the Transfer Agent and the Trustees may deal with CDS for all purposes (including the making of payments) as the authorized representative of the respective Unitholders and such dealing with CDS shall constitute satisfaction or performance, as applicable, towards their respective obligations hereunder.

For so long as Units are held through CDS, if any notice or other communication is required to be given to Unitholders, the Trustees and the Transfer Agent will give all such notices and communications to CDS.

If CDS resigns or is removed from its responsibilities as depository and the Trustees are unable or do not wish to locate a qualified successor, CDS shall surrender the Global Unit Certificate to the Transfer Agent with instructions from CDS for registration of Units in the name and in the amounts specified by CDS and the REIT shall issue and the Trustee and Transfer Agent shall execute and deliver the aggregate number of Units then outstanding in the form of definitive Unit Certificates representing such Units.

7.14 Redemption of Units

(a) Each Unitholder shall be entitled to require the REIT to redeem at any time or from time to time at the demand of the Unitholder all or any part of the Units registered in the name of the Unitholder at the prices determined and payable in accordance with the conditions hereinafter provided.

(b) (i) To exercise a Unitholder's right to require redemption under this Section 7.14, a duly completed and properly executed notice requiring the REIT to redeem Units, in a form approved by the Trustees, shall be sent to the REIT at the head office of the REIT. No form or manner of completion or execution shall be sufficient unless the same is in all respects satisfactory to the Trustees and is accompanied by any further evidence that the Trustees may reasonably require with respect to the identity, capacity or authority of the person giving such notice.

(ii) Upon receipt by the REIT of the notice to redeem Units, the Unitholder shall thereafter cease to have any rights with respect to the Units tendered for redemption (other than to receive the redemption payment therefor) including the right to receive any distributions thereon which are declared payable to the Unitholders of record on a date which is subsequent to the day of receipt by the REIT of such notice. Units shall be considered to be tendered for redemption on the date that the REIT has, to the satisfaction of the Trustees, received the notice and other required documents or evidence as aforesaid.

(c) (i) Upon receipt by the REIT of the notice to redeem Units in accordance with this Section 7.14, the holder of the Units tendered for redemption shall be entitled to receive a price per Unit (the "**Redemption Price**") equal to the lesser of:

(A) 90% of the "**market price**" of the Units on the principal market on which the Units are listed for trading during the ten (10) trading day period commencing immediately following the date (the "**Redemption Date**") on which the Units were surrendered for redemption; and

(B) 100% of the "**closing market price**" on the principal market on which the Units are listed for trading, on the Redemption Date;

For the purposes of this calculation, "**market price**" will be the amount equal to the weighted average of the trading prices of the Units on the applicable market or exchange for each of the trading days on which there was a trade during the specified trading day period; and provided that if there was trading on the applicable exchange or market for fewer than five (5) of the trading days during the specified trading day period, the "**market price**" will be the average of the following prices established for each of the trading days during the specified trading period: the average of the last bid and last asking prices of the Units for each day on which there was no trading and the weighted average trading prices of the Units for each day that there was trading. The "**closing market price**" will be (i) an amount equal to the closing price of the Units on the applicable market or exchange if there was a trade on the specified date and the applicable exchange or market provides a closing price; (ii) an amount equal to the average of the highest and lowest prices of the Units on the applicable market or exchange if there was trading on the specified date and the exchange or other market provides only the highest and lowest prices of Units traded on a particular day; or (iii) the average of the last bid and last asking prices of the Units if there was no trading on the specified date. In the event that such Units are not listed and quoted for trading in a public market, the Redemption Price shall be the fair market value of such Units, which shall be determined by the Trustees in their sole discretion.

(ii) Subject to Section 7.14(d) and Section 7.14(e), the Redemption Price payable in respect of the Units tendered for redemption during any calendar month shall be paid by cheque, drawn on a Canadian chartered bank or a trust company in lawful money of Canada, payable at par to or to the order of the Unitholder who exercised the right of redemption within thirty (30) days after the end of the calendar month in which the Units were tendered for redemption. Payments made by the REIT of the Redemption Price are conclusively deemed to have been made upon the mailing of a cheque in a postage prepaid envelope addressed to the former Unitholder unless such cheque is dishonoured upon presentment. Upon such payment, the REIT shall be discharged from all liability to the former Unitholder in respect of the Units so redeemed.

(d) Section 7.14(c)(ii) shall not be applicable to Units tendered for redemption by a Unitholder, if:

(i) the total amount payable by the REIT pursuant to Section 7.14(c) in respect of such Units and all other Units tendered for redemption in the same calendar month exceeds $50,000 (the "**Monthly Limit**"); provided that the Trustees may, in their sole discretion, waive such limitation in respect of all Units tendered for redemption in any calendar month and, in the absence of such a waiver, Units tendered for redemption in any calendar month in which the total amount payable by the REIT pursuant to Section 7.14(c)(ii) exceeds the Monthly Limit will be redeemed for cash pursuant to Section 7.14(c)(ii) and, subject to any applicable regulatory approvals, by a distribution *in specie* of certain securities issued or held by the REIT or a Subsidiary of the REIT, as determined by the Trustees, on a *pro rata* basis;

(ii) at the time the Units are tendered for redemption, the outstanding Units are not listed for trading or quoted on any stock exchange or market which the Trustees consider, in their sole discretion, provides representative fair market value prices for the Units; or

(iii) the normal trading of the outstanding Units is suspended or halted on any stock exchange on which the Units are listed for trading or, if not so listed, on any market on which the Units are quoted for trading, on the Redemption Date for such Units or for more than five (5) trading days during the ten (10) trading day period commencing immediately after the Redemption Date for such Units.

(e) To the extent that Section 7.14(c)(ii) is not applicable to all of the Units tendered for redemption by a Unitholder pursuant to Section 7.14(d), the balance of the Redemption Price per Unit specified in Section 7.14(c) shall, subject to receipt of all necessary regulatory approvals (which the REIT shall use reasonable commercial efforts to obtain forthwith), be paid and satisfied by way of a distribution *in specie* to such Unitholder of certain securities issued or held by the REIT or a Subsidiary of the REIT (the "**Securities**"), as determined by the Trustees in their sole discretion. The balance of the Redemption Price payable pursuant to this Section 7.14 in respect of Units tendered for redemption during any month shall, subject to receipt of all necessary regulatory approvals, be paid by the transfer of the Securities, to or to the order of the holder of Units who exercised the right of redemption, within 30 days (the "**Transfer Date**") after the end of the calendar month in which the Units were tendered for redemption. Payments by the REIT of the balance of the Redemption Price are conclusively deemed to have been made upon the mailing of certificates representing the Securities by registered mail in a postage prepaid envelope addressed to the former holder of Units and/or any party having a security interest. Upon such payment, together with any cash payable to the Unitholder pursuant to Section 7.14(c)(ii), the REIT shall be discharged from all liability to such former Unitholder and any party having a security interest in respect of the Units so redeemed. No fractional Securities will be distributed and, where a number of Securities to be received by a Unitholder includes a fraction, such number shall be rounded to the next lowest number. The REIT shall be entitled to all income paid or accrued and unpaid on the Securities, if any, on or before the date of distribution *in specie*. Holders of Securities will be subject to the provisions of all material agreements that relate to such Securities. Where the REIT makes a distribution *in specie* on a redemption of Units pursuant to this Section, the

Trustees may, in their sole discretion, designate and treat as having been paid to the redeeming Unitholders any amount of the capital gains or income realized by the REIT on or in connection with the distribution of such Securities to such Unitholders.

(f) All Units which are redeemed under this Section 7.14 shall be cancelled and such Units shall no longer be outstanding and shall not be reissued.

7.15 Certificate Fee

The Trustees may establish a reasonable fee to be charged for every certificate issued.

7.16 Form of Certificate

(a) The form of certificate representing Units and the instrument of transfer, if any, on the reverse side thereof shall be in such form as is from time to time authorized by the Trustees.

(b) If issued, Unit Certificates are issuable only in fully registered form.

(c) The definitive form of the Unit Certificates shall:

(i) be in the English language or in the English language and French language;

(ii) be dated as of the date of issue thereof;

(iii) contain the CUSIP number for the Units; and

(iv) contain such distinguishing letters and numbers as the Trustees shall prescribe.

(d) In the event that the Unit Certificate is translated into the French language and any provision of the Unit Certificate in the French language shall be susceptible of an interpretation different from the equivalent provision in the English language, the interpretation of such provision in the English language shall be determinative.

(e) Each Unit Certificate shall be signed on behalf of the Trustees and certified by the Transfer Agent of the REIT. The signature of the Trustees required to appear on such certificate may be printed, lithographed or otherwise mechanically reproduced thereon and, in such event, certificates so signed are as valid as if they had been signed manually. If a Unit Certificate contains the printed or mechanically reproduced signature of a person, then the REIT may issue the Unit Certificate even though such person has ceased to be a Trustee or an authorized representative thereof and such Unit Certificate is a valid as if such person continued to be a Trustee or an authorized representative thereof at the date of its issue.

(f) Special Voting Units will be evidenced only by the certificate(s) representing the Exchangeable Securities to which they are attached.

7.17 Contents of Unit Certificates

(a) Until otherwise determined by the Trustees, each Unit Certificate shall legibly set forth on the face thereof, inter alia, the following:

(i) the name of the REIT and the words "A trust governed under the laws of the Province of Ontario created by a Declaration of Trust made the 15^{th} day of December, 2003, as amended from time to time" or words of like effect;

(ii) the name of the person to whom the Unit Certificate is issued as Unitholder;

(iii) the number of Units represented thereby and whether or not the Units represented thereby are fully paid;

(iv) that the Units represented thereby are transferable;

(v) "The Units represented by this certificate are issued upon the terms and subject to the conditions of the Declaration of Trust, which Declaration of Trust is binding upon all holders of Units and, by acceptance of this certificate, the holder assents to the terms and conditions of the Declaration of Trust. A copy of the Declaration of Trust, pursuant to which this certificate and the Units represented thereby are issued may be obtained by a Unitholder on demand and without fee from the head office of the REIT" or words of like effect; and

(vi) "For information as to personal liability of a Unitholder, see the reverse side of this certificate" or words of like effect.

(b) Until otherwise determined by the Trustees, each such certificate shall legibly set forth on the reverse side thereof, inter alia, the following:

(i) "The Declaration of Trust provides that no Unitholder shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the assets of the Trust or the obligations or the affairs of the Trust and all such persons shall look solely to the assets of the Trust for satisfaction of claims of any nature arising out of or in connection therewith and the assets of the REIT only shall be subject to levy or execution", or words of like effect; and

(ii) appropriate forms of notice of exercise of the right of redemption and of powers of attorney for transferring Units.

The Unit Certificates may be engraved, printed or lithographed, or partly in one form and partly in another, as the Trustees may determine.

7.18 Register of Unitholders and Special Unitholders

A register (the "**Register**") shall be kept at the principal stock transfer office in Toronto, Ontario of the Transfer Agent, which Register shall contain the names and addresses of the Unitholders and Special Unitholders, the respective numbers of Units and/or Special Voting Units held by them, the certificate numbers of certificates representing such Units and/or the Exchangeable Securities to which such Special Voting Units are attached, and a record of all transfers and redemptions thereof. Branch transfer registers shall be maintained at such other offices of the Transfer Agent as the Trustees may from time to time designate. Only Unitholders whose certificates are so recorded shall be entitled to receive distributions or to exercise or enjoy the rights of Unitholders hereunder. The Trustees shall have the right to treat the person registered as a Unitholder or Special Unitholder on the Register as the owner of such Units or Special Voting Units for all purposes, including, without limitation, payment of any distribution (in the case of Units only), giving notice to Unitholders and Special Unitholders and determining the right to attend and vote at meetings of Unitholders and Special Unitholders.

7.19 Successors in Interest to Unitholders or Special Unitholders

Any person becoming entitled to any Units or Special Voting Units, as the case may be, as a consequence of the death, bankruptcy or incapacity of any Unitholder or Special Unitholder or otherwise by operation of law shall be recorded in the Register as the holder of such Units or Special Voting Units and, in the case of Units, shall receive a new certificate therefor upon production of evidence thereof satisfactory to the Trustees and delivery of the existing certificate to the Trustees or the Transfer Agent of the REIT, but until such record is made, the Unitholder or Special Unitholder of record shall continue to be and be deemed to be the holder of such Units or Special Voting Units for all purposes whether or not the REIT, the Trustees or the Transfer Agent of the REIT shall have actual or other notice of such death, bankruptcy, incapacity or other event.

7.20 Units Held Jointly or in Fiduciary Capacity

The REIT may treat two or more persons holding any Unit as joint tenants of the entire interest therein unless the ownership is expressly otherwise recorded in the Register, but no entry shall be made that any person is in any other manner entitled to any future, limited or contingent interest in any Unit; provided, however, that any person recorded in the Register as a Unitholder may, subject to the provisions herein contained, be described in the Register as a fiduciary of any kind and any customary words may be added to the description of the holder to identify the nature of such fiduciary relationship.

7.21 Performance of Trusts

None of the Trustees, officers of the REIT, Unitholders, Special Unitholders or any transfer agent, registrar or other agent of the REIT or the Trustees shall have a duty to inquire into any claim that a transfer of a Unit, Special Voting Unit or other security of the REIT was or would be wrongful or that a particular adverse person is the owner of or has an interest in the Unit, Special Voting Unit or other security or any other adverse claim, or be bound to see to the performance of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Units, Special Voting Units or other securities or any interest therein are or may be subject, or to ascertain or inquire whether any sale or transfer of any such Units, Special Voting Units or other securities or interest therein by any such Unitholder, Special Unitholder or holder of such security or his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person as having any interest therein, except for the person recorded as Unitholder or Special Unitholder of such security.

7.22 Lost Certificates

In the event that any certificate for Units is lost, stolen, destroyed or mutilated, the Trustees may authorize the issuance of a new certificate for the same number of Units in lieu thereof. The Trustees may in their discretion, before the issuance of such new certificate, require the owner of the lost, stolen, destroyed or mutilated certificate, or the legal representative of the owner, to make such affidavit or statutory declaration, setting forth such facts as to the loss, theft, destruction or mutilation as the Trustees deem necessary and may require the applicant to supply to the REIT a "lost certificate" or similar bond in such reasonable amount as the Trustees direct indemnifying the Trustees, the transfer agents and registrars for so doing. The Trustees shall have the power to acquire from an insurer or insurers a blanket lost security bond or bonds in respect of the replacement of lost, stolen, destroyed or mutilated certificates. The REIT shall pay all premiums and other sums of money payable for such purpose out of the property of the REIT with such contribution, if any, by those insured as may be determined by the Trustees. If such blanket lost security bond is acquired, the Trustees may authorize and direct (upon such terms and conditions as they from time to time impose) any registrar, transfer agent, trustee or others to whom the indemnity of such bond extends to take such action to replace such lost, stolen, destroyed or mutilated certificates without further action or approval by the Trustees.

7.23 Death of Unitholders or Special Unitholders

The death of a Unitholder or Special Unitholder during the continuance of the REIT shall not terminate the REIT or give the personal representatives or the heirs of the estate of the deceased Unitholder or Special Unitholder a right to an accounting or to take any action in the courts or otherwise against other Unitholders, Special Unitholders or the Trustees, officers of the REIT or the property of the REIT, but shall only entitle the personal representatives or the heirs of the estate or succession of the deceased Unitholder or Special Unit holder to demand, pursuant to the provisions of Section 7.19, to be recorded in the Register as the holder of the Units or Special Voting Units formerly held by the deceased Unitholder or Special Unitholder (and, in the case of Units, the right to demand and receive, pursuant to the provisions of Section 7.19, a new certificate in place of the certificate held by the deceased Unitholder), and upon compliance with the foregoing such personal representatives or the heirs of the estate or succession of the deceased Unitholder or Special Unitholder shall succeed to all rights of the deceased Unitholder or Special Unitholder under this Declaration of Trust.

7.24 Unclaimed Payments

In the event that the Trustees hold any amounts to be paid to Unitholders under Article 11 or otherwise because such amounts are unclaimed or cannot be paid for any reason, neither the Trustees nor any distribution disbursing agent shall be under any obligation to invest or reinvest the same and shall only be obligated to hold the same in a current or other non-interest bearing account with a chartered bank or trust company, pending payment to the person or persons entitled thereto. The Trustees shall, as and when required by law, and may at any time prior to such required time, pay all or part of such amounts so held to a court in the province where the REIT has its principal office or to the Public Guardian and Trustee (or other similar government official or agency) in the province where the REIT has its principal office whose receipt shall be a good and sufficient discharge of the obligations of the Trustees.

7.25 Repurchase of Units

The REIT shall be entitled to purchase for cancellation at any time the whole or from time to time any part of the outstanding Units, at a price per Unit and on a basis determined by the Trustees in compliance with all applicable securities laws, regulations, rules or policies or the rules or policies of any applicable stock exchange.

7.26 Take-Over Bids

(a) If within 120 days after the date of a take-over bid the bid is accepted by the holders of not less than 90% of the Units outstanding at the date of the take-over bid, other than Units held at the date of the take-over bid by or on behalf of the offeror or an affiliate or associate of the offeror, the offeror is entitled, on complying with this Section, to acquire the Units held by the dissenting offerees.

(b) An offeror may acquire Units held by a dissenting offeree by sending by registered mail within 60 days after the date of termination of the take-over bid and in any event within 180 days after the date of the take-over bid, an offeror's notice to each dissenting offeree stating that:

(i) the offerees holding more than 90% of the Units outstanding at the date of the take-over bid accepted the take-over bid;

(ii) the offeror is bound to take up and pay for or has taken up and paid for the Units of the offerees who accepted the take-over bid;

(iii) a dissenting offeree is required to elect:

(A) to transfer his Units to the offeror on the terms on which the offeror acquired the Units of the offerees who accepted the take-over bid, or

(B) to demand payment of the fair value of his Units in accordance with subsections (h) to (q) by notifying the offeror within 20 days after he receives the offeror's notice;

(iv) a dissenting offeree who does not notify the offeror in accordance with subparagraph Section 7.26(b)(iii)(B) is deemed to have elected to transfer his Units to the offeror on the same terms that the offeror acquired the Units from the offerees who accepted the take-over bid; and

(v) a dissenting offeree must send his Units to which the take-over bid relates to the REIT within 20 days after he receives the offeror's notice.

(c) Concurrently with sending the offeror's notice under subsection (b), the offeror shall send to the REIT a notice of adverse claim disclosing the name and address of the offeror and the name of the dissenting offeree with respect to each Unit held by a dissenting offeree.

(d) A dissenting offeree to whom an offeror's notice is sent under subsection (b) shall, within 20 days after he receives that notice, send his Unit Certificates to the REIT.

(e) Within 20 days after the offeror sends an offeror's notice under subsection (b), the offeror shall pay or transfer to the REIT the amount of money or other consideration that the offeror would have had to pay or transfer to a dissenting offeree if the dissenting offeree had elected to accept the take-over bid under subparagraph Section 7.26(b)(iii)(A).

(f) The REIT is deemed to hold in trust for the dissenting offeree the money or other consideration it receives under subsection (e), and the REIT shall deposit the money in a separate account in a bank or other body corporate any deposits of which are insured by the Canada Deposit Insurance Corporation or guaranteed by the Quebec Deposit Insurance Board, and shall place the other consideration in the custody of a bank or such other body corporate.

(g) Within 30 days after the offeror sends an offeror's notice under subsection (b), the REIT shall:

(i) issue to the offeror a Unit Certificate in respect of the Units that were held by dissenting offerees;

(ii) give to each dissenting offeree who elects to accept the take-over bid terms under subparagraph Section 7.26(b)(iii)(A) and who sends his Unit Certificates as required under subsection (d), the money or other consideration to which he is entitled, disregarding fractional Units, if any, which may be paid for in money; and

(iii) send to each dissenting offeree who has not sent his Unit Certificates as required under subsection (d) a notice stating that:

(A) his Units have been cancelled,

(B) the REIT or some designated person holds in trust for him the money or other consideration to which he is entitled as payment for or in exchange for his Units, and

(C) the REIT will, subject to subsections (h) to (q), send that money or other consideration to him forthwith after receiving his Units.

(h) If a dissenting offeree has elected to demand payment of the fair value of his Units under subparagraph Section 7.26(b)(iii)(B), the offeror may, within 20 days after it has paid the money or transferred the other consideration under subsection (e), apply to a court to fix the fair value of the Units of that dissenting offeree.

(i) If an offeror fails to apply to a court under subsection (h), a dissenting offeree may apply to a court for the same purpose within a further period of 20 days.

(j) Where no application is made to a court under subsection (i) within the period set out in that subsection, a dissenting offeree is deemed to have elected to transfer his Units to the offeror on the same terms that the offeror acquired the Units from the offerees who accepted the take-over bid.

(k) An application under subsection (h) or (i) shall be made to a court having jurisdiction in the place where the REIT has its registered office.

(l) A dissenting offeree is not required to give security for costs in an application made under subsection (h) or (i).

(m) On an application under subsection (h) or (i):

(i) all dissenting offerees referred to in subparagraph Section 7.26(b)(iii)(B) whose Units have not been acquired by the offeror shall be joined as parties and shall be bound by the decision of the court; and

(ii) the offeror shall notify each affected dissenting offeree of the date, place and consequences of the application and of his right to appear and be heard in person or by counsel.

(n) On an application to a court under subsection (h) or (i) the court may determine whether any other person is a dissenting offeree who should be joined as a party, and the court shall then fix a fair value for the Units of all dissenting offerees.

(o) A court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the Units of a dissenting offeree.

(p) The final order of the court shall be made against the offeror in favour of each dissenting offeree and for the amount for his Units as fixed by the court.

(q) In connection with proceedings under this Section, a court may make any order it thinks fit and, without limiting the generality of the foregoing, it may:

(i) fix the amount of money or other consideration that is required to be held in trust under subsection (f);

(ii) order that money or other consideration be held in trust by a person other than the REIT; and

(iii) allow a reasonable rate of interest on the amount payable to each dissenting offeree from the date he sends or delivers his Unit Certificates under subsection (d) until the date of payment.

ARTICLE 8
MEETINGS OF UNITHOLDERS AND SPECIAL UNITHOLDERS

8.1 Annual Meeting

There shall be an annual meeting of the Unitholders and Special Unitholders at such time and place in Canada as the Trustees shall prescribe for the purpose of electing Trustees, appointing or removing the Auditors of the REIT and transacting such other business as the Trustees may determine or as may properly be brought before the meeting. The annual meeting of Unitholders and Special Unitholders shall be held after delivery to the Unitholders and Special Unitholders of the annual report referred to in Section 17.8 and, in any event, within 180 days after the end of each Fiscal Year of the REIT.

8.2 Other Meetings

The Trustees shall have power at any time to call special meetings of the Unitholders and Special Unitholders at such time and place as the Trustees may determine. Unitholders and Special Unitholders holding in the aggregate not less than 10% of the combined outstanding Units and Special Voting Units of the REIT may requisition the Trustees in writing to call a special meeting of the Unitholders and Special Unitholders for the purposes stated in the requisition. If there shall be no Trustees, the officers of the REIT shall promptly call a special meeting of the Unitholders and Special Unitholders for the election of successor Trustees. The requisition shall state in reasonable detail the business proposed to be transacted at the meeting and shall be sent to each of the Trustees at the principal office of the REIT. Upon receiving the requisition, the Trustees shall call a meeting of Unitholders and Special Unitholders to transact the business referred to in the requisition, unless:

(a) a record date for a meeting of the Unitholders and Special Unitholders has been fixed and notice thereof has been given to each stock exchange in Canada on which the Units are listed for trading;

(b) the Trustees have called a meeting of the Unitholders and Special Unitholders and have given notice thereof pursuant to Section 8.3; or

(c) in connection with the business as stated in the requisition:

(i) it clearly appears to the Trustees, acting reasonably, that the matter covered by the requisition is submitted by the Unitholder or Special Unitholder primarily for the purpose of enforcing a personal claim or redressing a personal grievance against the REIT, the Trustees, the officers of the REIT or its security holders, or primarily for the purpose of promoting general economic, political, racial, religious, social or similar causes;

(ii) the REIT, at the Unitholder's or Special Unitholder's request, included a matter covered by a requisition in an information circular relating to a meeting of Unitholders and Special Unitholders held within two years preceding the receipt of such request, and the Unitholder or Special Unitholder failed to present the matter, in person or by proxy, at the meeting;

(iii) substantially the same matter covered by the requisition was submitted to Unitholders and Special Unitholders in an information circular (including a dissident's information circular) relating to a meeting of Unitholders and Special Unitholders held within two years preceding the receipt of the Unitholder's or Special Unitholder's request and the matter covered by the requisition was defeated; or

(iv) the rights conferred by this Section 8.2 are being abused to secure publicity.

Subject to the foregoing, if the Trustees do not within 21 days after receiving the requisition call a meeting, any Unitholder or Special Unitholder who signed the requisition may call the meeting in accordance with the provisions of Section 8.3 and Section 8.8 and the Trustees' Regulations, *mutatis mutandis*. If there shall be no Trustees, the officers of the REIT shall promptly call a special meeting of the Unitholders and Special Unitholders for the election of successor Trustees. The phrase "**meeting of the Unitholders and Special Unitholders**" wherever it appears in this Declaration of Trust shall mean and include both an annual meeting and any other meeting of Unitholders and Special Unitholders.

8.3 Notice of Meeting of Unitholders and Special Unitholders

Notice of all meetings of the Unitholders and Special Unitholders shall be mailed or delivered by the Trustees to CDS, to each Trustee and to the Auditors of the Trust not less than 21 nor more than 50 days (or within such other number of days as required by law or relevant stock exchange) before the meeting. Such notice shall specify the time when, and the place where, such meeting is to be held and shall state briefly the general nature of the business to be transacted at such meeting and shall otherwise include such information as would be provided to shareholders of a corporation governed by the *Business Corporations Act* (Ontario) in connection with a meeting of shareholders. Any adjourned meeting, other than a meeting adjourned for lack of a quorum under Section 8.16, may be held as adjourned without further notice. Notwithstanding the foregoing, a meeting of Unitholders and Special Unitholders may be held at any time without notice if all the Unitholders and Special Unitholders are present or represented thereat or those not so present or represented have waived notice. Any Unitholder or Special Unitholder (or a duly appointed proxy of a Unitholder or Special Unitholder) may waive any notice required to be given under the provisions of this Section, and such waiver, whether given before or after the meeting, shall cure any default in the giving of such notice. At any meeting at which a quorum is not present within one-half hour after the time fixed for the holding of such meeting, the meeting, if convened upon the request of the Unitholders or Special Unitholders, shall be dissolved, but in any other case, the meeting will stand adjourned to a day not less than seven days later and to a place and time as chosen by the chair of the meeting, and if at such adjourned meeting a quorum is not present, the Unitholders and Special Unitholders present either in person or by proxy shall be deemed to constitute a quorum. Attendance at a meeting of Unitholders and Special Unitholders shall constitute a waiver of notice unless the Unitholder, Special Unitholder or other person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not properly called.

8.4 Chairperson

The chairperson of any annual or special meeting shall be the Chairman of the Trustees or any other Trustee specified by resolutions of the Trustees or, in the absence of any Trustee, any person appointed as chairperson of the meeting by the Unitholders and Special Unitholders present.

8.5 Quorum

A quorum for any meeting of Unitholders and Special Unitholders shall be individuals present in person or represented by proxy not being less than two in number provided that if the REIT has only one Unitholder and Special Unitholder, the Unitholder or Special Unitholder present in person or by proxy constitutes a meeting and a quorum for such meeting. If a quorum is present at the opening of a meeting, the Unitholders and Special Unitholders may proceed with the business of the meeting, notwithstanding that a quorum is not present throughout the meeting. The Chairman of any meeting at which a quorum of Unitholders and Special Unitholders is present may, with the consent of the majority of the Unitholders and Special Unitholders present in person or by proxy, adjourn at such meeting and no notice of any such adjournment need be given. In the event of such quorum not being present at the appointed place on the date for which the meeting is called within 30 minutes after the time fixed for the holding of such meeting, the meeting, if called by request of Unitholders or Special Unitholders, shall be terminated and, if otherwise called, shall stand adjourned to such day being not less than 14 days later and to such place and time as may be appointed by the chairperson of the meeting. If at such adjourned meeting a quorum as above defined is not present, the Unitholders and Special Unitholders present either personally or by proxy shall form a quorum, and any business may be brought before or dealt with at such an adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

8.6 Voting

Holders of Units and Special Voting Units may attend and vote at all meetings of the Unitholders and Special Unitholders either in person or by proxy. Each Unit and Special Voting Unit shall entitle the holder of record thereof to one vote at all meetings of the Unitholders and Special Unitholders. Any action to be taken by the Unitholders and Special Unitholders shall, except as otherwise required by this Declaration of Trust or by law, be authorized when approved by a majority of the votes cast at a meeting of the Unitholders and Special Unitholders. The Chairman of any such meeting shall not have second or casting vote. Every question submitted to a meeting, other than a Special Resolution, shall, unless a poll vote is demanded, be decided by a show of hands, on which every person present and entitled to vote shall be entitled to one vote.

At any such meeting, unless a poll is demanded, a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority, or lost or not carried by a particular majority, shall be conclusive evidence of that fact. If a poll is demanded concerning the election of a chairman or an adjournment, it shall be taken immediately upon request and, in any other case, it shall be taken at such time as the Chairman may direct. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question on which the poll has been demanded.

At any meeting of Unitholders and Special Unitholders, on a show of hands every person who is present and entitled to vote, whether as a Unitholder, Special Unitholder or as a proxy, shall have one vote. At any meeting of Unitholders and Special Unitholders on a poll, each Unitholder and Special Unitholder present in person or represented by a duly appointed proxy shall have one vote for each Unit or Special Voting Unit held on the applicable Record Date, except as otherwise set forth herein.

8.7 Matters on which Unitholders and Special Unitholders Shall Vote

None of the following shall occur unless the same has been duly approved by the Unitholders and Special Unitholders at a meeting duly called and held:

(a) except as provided in Section 3.5, Section 3.7 or Section 3.8, the appointment, election or removal of Trustees;

(b) except as provided in Section 17.6, the appointment or removal of Auditors;

(c) any amendment to the Declaration of Trust (except as provided in Section 6.5 and subject to Section 13.1, Section 13.3 and Section 13.4 including, for greater certainty, the provisions thereof providing that Unitholders shall not be entitled to vote on any amendment which directly or indirectly amends any of the rights, privileges, restrictions and conditions in respect of the Special Voting Units without the approval of Special Unitholders holding, in the aggregate, at least 66 $^{2}/_{3}$% of the outstanding Special Voting Units);

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

(e) the termination of the REIT.

Nothing in this Section, however, shall prevent the Trustees from submitting to a vote of Unitholders and Special Unitholders any matter which they deem appropriate. Except with respect to the matters specified in this Section 8.7, Section 13.2, Section 13.3 and Section 15.2 or matters submitted to a vote of the Unitholders and Special Unitholders by the Trustees, no vote of the Unitholders and Special Unitholders shall in any way bind the Trustees.

8.8 Record Dates

For the purpose of determining the Unitholders and Special Unitholders who are entitled to receive notice of and vote at any meeting or any adjournment thereof or for the purpose of any other action, the Trustees may from time to time, without notice to the Unitholders or Special Unitholders, close the transfer books for such period, not exceeding 35 days, as the Trustees may determine; or without closing the transfer books the Trustees may fix a date not more than 60 days prior to the date of any meeting of the Unitholders and Special Unitholders or other action as a record date for the determination of Unitholders and Special Unitholders entitled to receive notice of and to vote at such meeting or any adjournment thereof or to be treated as Unitholders and/or Special Unitholders of record for purposes of such other action, and any Unitholder or Special Unitholder who was a Unitholder or Special Unitholder at the time so fixed shall be entitled to receive notice of and vote at such meeting or any adjournment thereof, even though he has since that date disposed of his Units or Special Voting Units, and no Unitholder or Special Unitholder becoming such after that date shall be entitled to receive notice of and vote at such meeting or any adjournment thereof or to be treated as a Unitholder or Special Unitholder of record for purposes of such other action. If, in the case of any meeting of Unitholders and Special Unitholders, no record date with respect to voting has been fixed by the Trustees, the record date for voting shall be 5:00 p.m. on the last business day before the meeting.

8.9 Proxies

Whenever the vote or consent of Unitholders and Special Unitholders is required or permitted under this Declaration of Trust, such vote or consent may be given either directly by the Unitholder or Special Unitholder or by a proxy in such form as the Trustees may prescribe from time to time or, in the case of a Unitholder or Special Unitholder who is a body corporate or association, by an individual authorized by the board of directors or governing body of the body corporate or association to represent it at a meeting of the Unitholders and Special Unitholders. A proxy need not be a Unitholder or a Special Unitholder. The Trustees may solicit such proxies from the Unitholders, Special Unitholders or any of them in any matter requiring or permitting the Unitholders' vote, approval or consent.

The Trustees may adopt, amend or repeal such rules relating to the appointment of proxyholders and the solicitation, execution, validity, revocation and deposit of proxies, as they in their discretion from time to time determine.

An instrument of proxy executed in compliance with the foregoing shall be valid unless challenged at the time of or prior to its exercise and the person challenging the instrument shall have the burden of proving, to the satisfaction of the chairman of the meeting at which the instrument is proposed to be used, that the instrument of proxy is invalid. Any decision of the chairman of the meeting in respect of the validity of an instrument of proxy shall be final and binding upon all persons. An instrument of proxy shall be valid only at the meeting with respect to which it was solicited or any adjournment thereof.

A vote cast in accordance with any proxy shall be valid notwithstanding the death, incapacity, insolvency or bankruptcy of the Unitholder or Special Unitholder giving the proxy or the revocation of the proxy unless written notice of the death, incapacity, insolvency, bankruptcy or revocation of the proxy has been received by the chairman of the meeting prior to the time the vote is cast.

8.10 Personal Representatives

If a Unitholder or Special Unitholder is deceased, his personal representative, upon filing with the secretary of the meeting such proof of his appointment as the secretary considers sufficient, shall be entitled to exercise the same voting rights at any meeting of Unitholders and Special Unitholders as the Unitholder or Special Unitholder would have been entitled to exercise if he were living and for the purpose of the meeting shall be considered to be a Unitholder or Special Unitholder. Subject to the provisions of the will of a deceased Unitholder, if there is more than one personal representative, the provisions of Section 7.20 relating to joint holders shall apply. When any Unit is held jointly by several persons, any one of them may vote at any meeting in person or by proxy in respect of such Unit, but if more than one of them shall be present at such meeting in person or by proxy, and such joint owners or their proxies so present disagree as to any vote to be cast, such vote purporting to be executed by or on behalf of a Unitholder shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

8.11 Attendance by Others

Any Trustee, officer of the REIT, officer, director or employee of any Asset Manager, representative of the auditors of the REIT or other individual approved by the Trustees may attend and speak at any meeting of Unitholders and Special Unitholders.

8.12 Conduct of Meetings

To the extent that the rules and procedures for the conduct of a meeting of Unitholders and Special Unitholders are not prescribed herein, the rules and procedures shall be such reasonable rules and procedures as are determined by the chairman of the meeting and such rules and procedures shall be binding upon all parties participating in the meeting.

8.13 Binding Effect of Resolutions

Every resolution passed at a meeting in accordance with the provisions of this Article 8 shall be binding upon all Unitholders and Special Unitholders, whether present at or absent from the meeting. Subject to Section 8.7, no action taken by Unitholders and Special Unitholders at any meeting of Unitholders and Special Unitholders shall in any way bind the REIT or the Trustees without approval of the Trustees.

8.14 Resolution in Lieu of Meeting

A resolution signed in writing by all of the Unitholders and Special Unitholders entitled to vote on that resolution at a meeting of Unitholders and Special Unitholders is as valid as if it had been passed at a meeting of Unitholders and Special Unitholders. Notwithstanding any other provision of this Declaration of Trust, a resolution in writing executed by Unitholders and Special Unitholders holding a proportion of the outstanding Units and Special Voting Units equal to the proportion required to vote in favour thereof at a meeting of Unitholders and Special Unitholders to approve that resolution is valid as if it had been passed at a meeting of Unitholders and Special Unitholders.

8.15 Actions by Unitholders and Special Unitholders

Any action, change, approval, decision or determination required or permitted to be taken or made by the Unitholders and Special Unitholders hereunder shall be effected by a resolution passed by the Unitholders and Special Unitholders at a duly constituted meeting (or a Special Resolution in lieu thereof) in accordance with this Article 8.

8.16 Meaning of "Special Resolution"

(a) The expression "**Special Resolution**" when used in this Declaration of Trust means, subject to this Article 8, a resolution proposed to be passed as a special resolution at a meeting of Unitholders and Special Unitholders (including an adjourned meeting) duly convened for that purpose and held in accordance with the provisions of this Section at which two or more individuals present in person or represented by proxy and passed by the affirmative votes of the holders of more than $66^2/_3\%$ of the Units and Special Voting Units represented at the meeting and voted on a poll upon such resolution.

(b) Notwithstanding Section 8.16(a), if at any meeting of Unitholders and Special Unitholders at which a Special Resolution is proposed to be passed two individuals are not present in person or by proxy within 30 minutes after the time appointed for the meeting, then the meeting, if convened by or on the requisition of Unitholders or Special Unitholders, shall be dissolved, but in any other case it shall stand adjourned to such date, being not less than 21 nor more than 60 days later and to such place and time as may be appointed by the chairperson of the meeting. Not less than 10 days' prior notice shall be given of the time and place of such adjourned meeting in the manner provided in Section 8.3. Such notice shall state that at the adjourned meeting the Unitholders and Special Unitholders present in person or by proxy shall form a quorum but it shall not be necessary to set forth the purposes for which the meeting was originally called or any other particulars. At the adjourned meeting, the Unitholders and Special Unitholders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened and a resolution proposed at such adjourned meeting and passed by the requisite vote as provided in Section 8.16(a) shall be a Special Resolution within the meaning of this Declaration of Trust.

(c) Votes on a Special Resolution shall always be given on a poll and no demand for a poll on a Special Resolution shall be necessary.

8.17 Meaning of "Outstanding"

Every Unit and Special Voting Unit issued, certified and delivered hereunder shall be deemed to be outstanding until it shall be cancelled or delivered to the Trustees or Transfer Agent for cancellation provided that:

(a) when a new certificate has been issued in substitution for a Unit Certificate which has been lost, stolen, mutilated or destroyed, only one of such Unit Certificates shall be counted for the purposes of determining the number of Units outstanding; and

(b) for the purpose of any provision of this Declaration of Trust entitling holders of outstanding Units and Special Voting Units to vote, sign consents, requisitions or other instruments or take any action under this Declaration of Trust, Units and Special Voting Units owned directly or indirectly, legally or equitably, by the REIT or any Affiliate thereof shall be disregarded, except that:

(i) for the purpose of determining whether the Trustees shall be protected in relying on any such vote, consent, requisition or other instrument or action only the Units and Special Voting Units which the Trustees know are so owned shall be so disregarded; and

(ii) Units and Special Voting Units so owned which have been pledged in good faith other than to the Trust or an affiliate thereof shall not be so disregarded if the pledgee shall establish to the satisfaction of the Trustees the pledgee's right to vote such Units or Special Voting Units in his or her discretion free from the control of the REIT or any affiliate thereof.

ARTICLE 9
MEETINGS OF THE TRUSTEES

9.1 Trustees May Act Without Meeting

The Trustees may act with or without a meeting. Any action of the Trustees or any committee of the Trustees may be taken at a meeting by vote, or without a meeting by written consent signed by all of the Trustees or the members of the applicable committee, as the case may be.

9.2 Notice of Meeting

Meetings of the Trustees may be held from time to time upon the giving of notice by any Trustee.

Regular meetings of the Trustees may be held without call or notice at a time and place fixed in accordance with the Trustees' Regulations. Notice of the time and place of any other meetings shall be mailed or otherwise verbally, by telephone or by other means of communication given not less than 48 hours before the meeting but may be waived in writing by any Trustee either before or after such meeting. Notice of a meeting of Trustees need not specify the purpose of or the business to be transacted at the meeting. If a quorum of Trustees is present, the Trustees may without notice hold a meeting immediately following an annual meeting of Unitholders and Special Unitholders. The attendance of a Trustee at a meeting, in person or by telephone shall constitute a waiver of notice of such meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Each committee of Trustees appointed by the Trustees may adopt its own rules or procedures for the calling, conduct, adjournment and regulation of the meetings of such committees as it sees fit and may amend or repeal such rules or procedures from time to time; provided, however, that the Trustees' Regulations and any such rules or procedures shall not be inconsistent with this Declaration of Trust.

9.3 Place of Meeting

Meetings of the Trustees may be held at any place in Canada. A Trustee who attends a meeting of Trustees, in person or by telephone, is deemed to have consented to the location of the meeting except when he or she attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting has not lawfully called or convened.

9.4 Chairman

The chairman of any meeting of the Trustees shall be the Trustee present at the meeting who holds the office of Chairman of the Trustees or if such person is not present, the Trustees present shall choose one of their number to be chairman. The Chairman of the Trustees and the chairman of any meeting of Trustees shall be both a Resident and an Independent Trustee.

9.5 Quorum

A quorum for all meetings of the Trustees or any committee thereof shall be a majority of the Trustees then holding office or of the Trustees on such committee, provided that a majority of the Trustees comprising the quorum must be Residents. Notwithstanding any vacancy among the number of Trustees, a quorum of Trustees may exercise all of the powers of the Trustees. In addition, in order to transact any matter set out in Section 4.2, a majority of the Independent Trustees or of the Independent Trustees on such committee, as the case may be, must be present at the meeting of the Trustees or of the committee.

9.6 Adjourned Meeting

Any meeting of Trustees may be adjourned from time to time by the chairman of the meeting with the consent of the meeting to a fixed time and place. Further notice of the adjourned meeting need not be given. The adjourned meeting shall be duly constituted if a quorum is present and if it is held in accordance with the terms of the adjournment. If there is not a quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated upon its adjournment.

9.7 Voting at Meetings

(a) Questions arising at any meeting of the Trustees or of a committee of Trustees shall, unless otherwise specified herein, be decided by a majority of the votes cast, provided however that the approval required with respect to any matter set out in Section 4.2 shall be only that of a majority of the Independent Trustees who have no interest in such matter.

(b) In the case of an equality of votes at any meeting of Trustees or of a committee of Trustees, the chairman of the meeting shall not have a second or casting vote in addition to his original vote, if any. The powers of the Trustees may be exercised by resolution passed at a meeting at which a quorum is present or by resolution in writing signed by all Trustees. Resolutions in writing may be signed in counterparts each of which shall be deemed to be an original and all originals together shall be deemed to be one and the same instrument.

9.8 Meeting by Telephone

Any Trustee may participate in a meeting of the Trustees or any committee thereof by means of a conference telephone or other communication facilities by means of which all persons participating in the meeting can hear each other and a Trustee so participating shall be considered for the purposes of this Declaration of Trust to be present in person at that meeting.

ARTICLE 10
COMMITTEES OF TRUSTEES

10.1 General

Except as prohibited by law, and subject to Section 3.8, the Trustees may appoint from among their number a committee of Trustees and may delegate to such committee any of the powers of the Trustees, provided that a majority of the Trustees, appointed to any committee, shall be Residents. The Trustees shall have the power to appoint, employ or contract with any person for any matter relating to the REIT or its assets or affairs. For greater certainty, the Trustees may delegate to any person (including, without limitation any one or more officers of the REIT) the power to execute any document or enter into any agreement on behalf of the REIT or exercise any discretion or make any amendment in relation thereto. The Trustees may grant or delegate such authority to an advisor or to a committee of Trustees as the Trustees may in their sole discretion deem necessary or desirable without regard to whether such authority is normally granted or delegated by trustees. The Trustees shall have the power to determine the term and compensation of an advisor or any other person whom they may employ or with whom they may contract. The Trustees shall have the power to grant powers of attorney as required in connection with any financing or security relating thereto.

10.2 Audit Committee

Subject to Section 3.8, the Trustees shall appoint an audit committee (the "**Audit Committee**") to consist of at least three Trustees and no more than five Trustees. All Trustees appointed to the Audit Committee shall be Independent Trustees capable of reading and understanding a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the financial statements of the REIT, and at least one shall be an accountant. The Audit Committee shall:

(a) review and approve the engagement of the auditors;

(b) review the REIT's procedures for internal control with the auditors and Chief Financial Officer of the REIT;

(c) review and recommend to the Trustees for their approval annual and quarterly financial statements as well as all other material continuous disclosure documents, such as the REIT's annual information form and management's discussion and analysis;

(d) assess the REIT's financial and accounting personnel;

(e) assess the REIT's accounting policies;

(f) review the REIT's risk management procedures; and

(g) review any significant transactions outside the REIT's ordinary course of business and all pending litigation involving the REIT.

The Auditors are entitled to receive notice of every meeting of the Audit Committee and, at the expense of the REIT, to attend and be heard thereat and, if so requested by a member of the Audit Committee, shall attend any meeting of the Audit Committee held during the term of office of the Auditors. Questions arising at any meeting of the Audit Committee shall be decided by a majority of the votes cast. Decisions may be taken by written consent signed by all of the members of the Audit Committee. The Auditors or a member of the Audit Committee may call a meeting of the Audit Committee on not less than 48 hours' notice.

10.3 Governance and Compensation Committee

Subject to Section 3.8, the Trustees shall appoint a governance and compensation committee (the "**Governance and Compensation Committee**") to consist of at least three Trustees and no more than five Trustees. All Trustees appointed to the Governance and Compensation Committee shall be Independent Trustees. The duties of the Governance and Compensation Committee will be to review, oversee and evaluate the governance, human resources and compensation policies of the REIT. In addition, the Governance and Compensation Committee will:

(a) assess the effectiveness of the Trustees, each of its committees and individual Trustees;

(b) consider questions of management succession;

(c) oversee the recruitment and selection of candidates as Trustees;

(d) organize an orientation and education program for new Trustees;

(e) consider and approve proposals by the Trustees to engage outside advisors on behalf of the Trustees as a whole or on behalf of the Independent Trustees;

(f) administer any unit option plan or purchase plan of the REIT, including the LTIP and any other compensation incentive programs;

(g) assess the performance of any Asset Manager, the Property Manager, officers and senior management of the REIT;

(h) review and approve the compensation paid by the REIT, if any, to any officers and any consultants of the REIT; and

(i) review and make recommendations to the Trustees concerning the level and nature of the compensation payable to the Trustees and officers of the REIT and any change in the number of Trustees of the REIT.

Any member of the Governance and Compensation Committee may call a meeting of the Governance and Compensation Committee upon not less than 48 hours' notice. Where for any reason a member of the Governance and Compensation Committee is disqualified from voting on or participating in a decision, any other independent and disinterested Trustee not already a member of the Governance and Compensation Committee may be designated by the Trustees to act as an alternate. Notwithstanding the appointment of the Governance and Compensation Committee, the Trustees may consider and approve any matter that the Governance and Compensation Committee has the authority to consider or approve.

10.4 Investment Committee

Subject to Section 3.8, the Trustees may appoint an investment committee (the "**Investment Committee**") to consist of at least three Trustees and no more than five Trustees. The majority of Trustees appointed to the Investment Committee shall be Independent Trustees and two-thirds must have had at least five years of substantial experience in the real estate industry. The Investment Committee may approve or reject proposed acquisitions and dispositions of investments by the REIT, authorize proposed transactions on behalf of the REIT and approve all borrowings and the assumption or granting of any mortgage, subject to the overall authority of the Trustees. Investment Committee approval is not required for the renewal, extension or modification of any existing mortgage or other loans to the REIT, which can be approved by the Asset Manager, if any, if so delegated by the Trustees.

Any member of the Investment Committee may call a meeting of the Investment Committee upon not less than 48 hours' notice. Where for any reason a member of the Investment Committee is disqualified from voting on or participating in a decision, any other independent and disinterested Trustee not already a member of the Investment Committee may be designated by the Trustees to act as an alternate. Notwithstanding the appointment of the Investment Committee, the Trustees may consider and approve any matter that the Investment Committee has the authority to consider or approve.

10.5 Additional Committees

Subject to Section 3.8, the Trustees may create such additional committees as they, in their discretion, determine to be necessary or desirable for the purposes of properly governing the affairs of the REIT; provided that the Trustees may not delegate to any committee any powers or authority in respect of which a board of directors of a corporation governed by the *Business Corporations Act* (Ontario) may not so delegate.

10.6 Asset Manager

The Trustees may exercise broad discretion in allowing any manager to manage the assets of the REIT, including, without limitation, providing key personnel and administrative services and to act as agent for the REIT in respect thereof and to execute documents on behalf of the Trustees in respect thereof, all subject to the overriding authority of the Trustees over the management and affairs generally of the REIT.

10.7 Property Manager

The Trustees may exercise broad discretion in allowing any manager to manage the real properties of the REIT, including, without limitation, operating, maintaining, leasing and marketing the said properties, to act as agent for the REIT in respect thereof and to execute documents on behalf of the Trustees in respect thereof, all subject to the overriding authority of the Trustees over the management and affairs generally of the REIT.

10.8 Procedure

Unless otherwise determined by the Trustees, a quorum for meetings of any committee shall be a majority of its members provided that a majority of the Trustees comprising such quorum must be Residents. Each committee shall have the power to appoint its chairman who must be a Resident and the rules for calling, holding, conducting and adjourning meetings of the committee shall be the same as those governing meetings of the Trustees. Each member of a committee shall serve during the pleasure of the Trustees and, in any event, only so long as he or she shall be a Trustee. The Trustees may fill vacancies in a committee by appointment from among their members. Provided that a quorum is maintained, the committee may continue to exercise its powers notwithstanding any vacancy among its members.

ARTICLE 11
DISTRIBUTIONS

11.1 Distributions

The REIT may distribute to Unitholders on each Distribution Date such percentage of the Distributable Income of the REIT for the calendar month immediately preceding the month in which the Distribution Date falls, as the Trustees determine in their discretion.

The Trustees may designate and make payable any income or capital gains realized by the REIT as a result of the redemption of Units (including any income or capital gains realized by the Trust on the redemption of Units *in specie*) pursuant to Section 7.14 to the redeeming Unitholders in accordance with Section 7.14(e).

Distributions payable to Unitholders pursuant to this Article 11 shall be deemed to be distributions of income of the REIT (including dividends), net realized taxable capital gains of the REIT, REIT capital or other items in such amounts as the Trustees, in their absolute discretion determine and shall be allocated to the Unitholder in the same proportions as distributions received by the Unitholder, subject to the discretion of the Trustees to adopt an allocation method which the Trustees consider to be more reasonable in the circumstances, including in accordance with Section 7.14(e). For greater certainty it is hereby declared that any distribution of net realized capital gains of the REIT shall include the non-taxable portion of the capital gains of the REIT which are included in such distribution.

Any distribution shall be made on a Distribution Date proportionately to persons who are Unitholders as of the close of business on the record date for such distribution which shall be the last Business Day of the calendar month immediately preceding the month in which the Distribution Date falls (except for the month of December where the record date shall be December 31), or such other date, if any, as is fixed by the Trustees in accordance with Section 8.8. Each year the REIT shall deduct such amounts as are paid or payable to Unitholders for the year as is necessary to ensure that the REIT is not liable for income tax under Part I of the Tax Act in the related taxation year.

For greater certainty, it is hereby expressly declared that a Unitholder shall have the legal right to enforce payment of any amount which is stated to be payable to a Unitholder hereunder at the time such amount is made payable.

11.2 Allocation

Subject to Section 7.14(e), unless the Trustees otherwise determine, the (i) net income of the REIT for a Taxation Year, determined in accordance with the provisions of the Tax Act other than paragraph 82(1)(b) and subsection 104(6) and (ii) net realized capital gains of the REIT payable to Unitholders shall be allocated to the Unitholders for the purposes of the Tax Act in the same proportion as the total distributions made to Unitholders in the Taxation Year under Section 11.1. The Trustees shall in each year make such other designations for tax purposes in respect of Distributable Income and other distributions that the Trustees consider to be reasonable in all of the circumstances.

11.3 Payment of Distributions

Distributions shall be made by cheque payable to or to the order of the Unitholder or by electronic fund transfer or by such other manner of payment approved by the Trustees from time to time. The payment, if made by cheque, shall be conclusively deemed to have been made upon hand-delivery of a cheque to the Unitholder or to his agent duly authorized in writing or upon the mailing of a cheque by prepaid first-class mail addressed to the Unitholder at his address as it appears on the Register unless the cheque is not paid on presentation. The Trustees may issue a replacement cheque if they are satisfied that the original cheque has not been received or has been lost or destroyed upon being furnished with such evidence of loss, indemnity or other document in connection therewith that they may in their discretion consider necessary.

The Trustees shall deduct or withhold from distributions payable to any Unitholder all amounts required by law to be withheld from such distribution and the REIT shall remit such taxes to the appropriate governmental authority within the times prescribed by law. Unitholders who are Non-Residents will be required to pay all withholding taxes payable in respect of any distributions of income by the REIT, whether such distributions are in the form of cash or additional Units.

If the Trustees determine that the REIT does not have cash in an amount sufficient to make payment of the full amount of any distribution, the payment may include the issuance of additional Units having a value equal to the difference between the amount of such distribution and the amount of cash which has been determined by the Trustees to be available for the payment of such distribution. Immediately after a *pro rata* distribution of Units to all Unitholders in satisfaction of any non-cash distribution, the number of outstanding Units will be consolidated so that each Unitholder will hold after the consolidation the same number of Units as the Unitholder held before the non-cash distribution. Each Unit Certificate representing a number of Units prior to the non-cash distribution is deemed to represent the same number of Units after the non-cash distribution and the consolidation.

Notwithstanding the foregoing, where tax is required to be withheld from a Unitholder's share of the distribution and such amount is not paid by the Unitholder to the REIT, the consolidation will result in such Unitholder holding that number of Units equal to (i) the number of Units held by such Unitholder prior to the distribution plus the number of Units received by such Unitholder in connection with the distribution (net of the number of whole and part Units withheld on account of withholding taxes) multiplied by (ii) the fraction obtained by dividing the aggregate number of Units outstanding prior to the distribution by the aggregate number of Units that would be outstanding following the distribution and before the consolidation if no withholding were required in respect of any part of the distribution payable to any Unitholder. Such Unitholder will be required to surrender the Unit Certificates, if any, representing such Unitholder's original Units, in exchange for a Unit Certificate representing such Unitholders' post-consolidation Units.

11.4 Income Tax Matters

In computing the net income of the REIT for income tax purposes for any year, the REIT shall claim the maximum amount available to it as deductions under the relevant law, unless the Trustees determine otherwise.

11.5 Designations

The Trustees shall make such designations, determinations and allocations for income tax purposes in respect of amounts paid or payable to Unitholders for such amounts that the Trustees consider to be reasonable, including, without limitation, designations relating to taxable dividends received by the REIT in the year on shares of taxable Canadian corporations, net taxable capital gains of the REIT in the year and foreign source income of the REIT for the year. Where permitted by the Tax Act, the Trustees will make designations under the Tax Act so that the amount distributed to a Unitholder but not deducted by the REIT would not be included in the Unitholder's income for the purposes of the Tax Act.

11.6 Distribution Reinvestment and Unit Option Plan

The Trustees may, subject to receipt of all regulatory approvals, in their sole discretion establish one or more distribution reinvestment plans or Unit purchase plans or unit option plans at any time providing for the voluntary investment by Unitholders of Distributable Income. Such plan may entitle those Unitholders that elect to participate to a bonus distribution as a reduction of capital of the REIT.

11.7 Definitions

Unless otherwise specified or the context otherwise requires, any term in this Section which is defined in the Tax Act shall have for the purposes of this Article 11 the meaning that it has in the Tax Act.

ARTICLE 12
FEES AND EXPENSES

12.1 Expenses

The REIT shall pay all expenses incurred in connection with the administration and management of the REIT and its investments out of the property of the REIT, including without limitation:

(a) interest and other costs of borrowed money;

(b) fees and expenses of lawyers, accountants, auditors, appraisers and other agents or consultants employed by or on behalf of the REIT or the Trustees;

(c) fees and expenses of the Trustees;

(d) fees and expenses connected with the acquisition, disposition and ownership of real property interests or mortgage loans or other property;

(e) insurance as considered necessary by the Trustees;

(f) expenses in connection with payments of distributions of Units of the REIT;

(g) expenses in connection with communications to Unitholders and Special Unitholders and the other bookkeeping and clerical work necessary in maintaining relations with Unitholders and Special Unitholders;

(h) expenses of changing or terminating the REIT;

(i) fees and charges of stock exchanges, transfer agents, registrars, indenture trustees and other trustees and custodians;

(j) all fees, expenses, taxes and other costs incurred in connection with the issuance, distribution, transfer and qualification for distribution to the public of Units and other required governmental filings; and

(k) all costs and expenses in connection with the incorporation or establishment, organization and maintenance of corporations and other entities formed to hold real property or other property of the REIT.

12.2 Payment of Real Property and Brokerage Commissions

The REIT may pay real property and brokerage commissions at commercial rates in respect of the acquisition and disposition of any investment acquired or disposed of by it.

12.3 Asset Management, Property Management, Leasing and Financing Fees

The REIT may pay asset management fees, property management fees, leasing fees and financing fees in respect of any real property owned by it.

ARTICLE 13
AMENDMENTS TO THE DECLARATION OF TRUST

13.1 Amendments by the Trustees

The Trustees may make the following amendments to this Declaration of Trust in their sole discretion and without the approval of Unitholders and Special Unitholders:

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

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

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

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

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

(f) amendments which, in the opinion of the Trustees, are necessary or desirable as a result of changes in taxation or other laws or accounting standards;

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

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

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

But notwithstanding the foregoing, no such amendment shall (A) modify the right to vote attached to any Unit or Special Voting without the consent of the holder of such Unit or Special Voting Unit (B) reduce the equal undivided interest in the property of the REIT or the entitlement to distributions from the REIT provided hereunder (including those provided for in Article 11 and Article 15) represented by any Unit without the consent of the holder of such Unit, or (C) amend any attributes of the Special Voting Units without the approval of Special Unitholders holding, in the aggregate, at least 66 $^{2}/_{3}$% of the outstanding Special Voting Units.

13.2 Amendments by Unitholders and Special Unitholders

Subject to Section 8.7, Section 13.1, Section 13.3 and Section 13.4, this Declaration of Trust may be amended by the vote of a majority of the votes cast at a meeting of Unitholders and Special Unitholders called for that purpose.

13.3 Two-Thirds Unitholder and Special Unitholder Vote

None of the following shall occur unless the same has been duly approved by Special Resolution:

(a) any amendment to this Section 13.3;

(b) an exchange, reclassification or cancellation of all or part of the Units;

(c) the addition, change or removal of the rights, privileges, restrictions or conditions attached to the Units, including:

(i) the removal or change of rights to distributions;

(ii) the addition or removal of or change to conversion privileges, options, voting, transfer or pre-emptive rights; or

(iii) the reduction or removal of a distribution preference or liquidation preference;

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

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

(f) the termination of the REIT; or

(g) any amendment to Section 6.1 or Section 6.2, except for any amendment contemplated by Section 13.1(i) or as set out in Section 6.3.

13.4 Amendments Requiring Approval of Special Unitholders

(a) During the term of any exchange agreement governing the terms and conditions upon which Exchangeable Securities may be converted into or exchanged for Special Voting Units, no amendment to any attributes of the Special Voting Units in question shall be made without the approval of Special Unitholders holding, in the aggregate, at least 66 $^2/_3$% of the outstanding Special Voting Units in question.

(b) For so long as the SC/MRR Group otherwise qualifies for the entitlements set forth in Section 3.8, no amendment shall be made to Section 3.8 without the written consent of Mitchell Goldhar, on behalf of the SC/MRR Group.

13.5 No Termination

No amendment to or amendment and restatement of this Declaration of Trust, whether pursuant to this Article 13 or otherwise, shall be construed as a termination of the REIT and the settlement or establishment of a new trust.

13.6 Trustees to Sign Amendment

When a vote of the Unitholders and Special Unitholders approves an amendment to this Declaration of Trust or when the Trustees may amend this Declaration of Trust alone as provided herein, then the Trustees shall sign such documents as may be necessary to effect such amendment.

ARTICLE 14
SUPPLEMENTAL INDENTURES

14.1 Provision for Supplemental Indentures for Certain Purposes

The Trustees may, without approval of the Unitholders and Special Unitholders and subject to the provisions hereof, and shall, when so directed in accordance with the provisions hereof, execute and deliver indentures or instruments supplemental hereto which thereafter shall form part hereof, for any one or more or all of the following purposes:

(a) modifying or amending any provisions of this Declaration of Trust in the circumstances set forth in Section 13.1 where the Trustees may do so without the consent, approval or ratification of the Unitholders, Special Unitholders or any other person; and

(b) modifying or amending any provisions of this Declaration of Trust where the modification or amendment has been approved by resolution of a majority of votes cast at a meeting, a Special Resolution or, if required, with the consent of the holders of all, or any requisite two-thirds majority, of the Units and/or Special Voting Units.

ARTICLE 15
TERMINATION OF REIT

15.1 Duration of the REIT

Unless the REIT is sooner terminated as otherwise provided herein, the REIT shall continue in full force and effect so long as any property of the REIT is held by the Trustees, and the Trustees shall have all the powers and discretions, expressed and implied, conferred upon them by law or by this Declaration of Trust.

15.2 Termination by Unitholders and Special Unitholders

The REIT shall terminate at the time specified in a decision to terminate the REIT by a Special Resolution passed at a meeting of Unitholders and Special Unitholders called for that purpose.

15.3 Effect of Termination

Upon the termination of the REIT, the liabilities of the REIT shall be discharged with due speed and the net assets of the REIT shall be liquidated and the proceeds distributed proportionately to the Unitholders. Such distribution may be made in cash or in kind or partly in each, all as the Trustees in their sole discretion may determine.

15.4 Procedure Upon Termination

Forthwith upon being required to commence to wind up the affairs of the REIT, the Trustees shall give notice thereof to the Unitholders and Special Unitholders, which notice shall designate the time or times at which Unitholders may surrender their Units for cancellation and the date at which the Registers shall be closed.

15.5 Powers of the Trustees Upon Termination

After the date on which the Trustees are required to commence to wind up the affairs of the REIT, the Trustees shall undertake no activities except for the purpose of winding-up the affairs of the REIT as hereinafter provided and, for this purpose, the Trustees shall continue to be vested with and may exercise all or any of the powers conferred upon the Trustees under this Declaration of Trust.

15.6 Further Notice to Unitholders

In the event that less than all of the Unitholders have surrendered their Units for cancellation within six months after the time specified in the notice referred to in Section 15.4, the Trustees shall give further notice to the remaining Unitholders to surrender their Units for cancellation and if, within one year after the further notice, all the Units shall not have been surrendered for cancellation, such remaining Units shall be deemed to be cancelled without prejudice to the rights of the holders of such Units to receive their *pro rata* share of the remaining property of the REIT, and the Trustees may either take appropriate steps, or appoint an agent to take appropriate steps, to contact such Unitholders (deducting all expenses thereby incurred from the amounts to which such Unitholders are entitled as aforesaid) or, in the discretion of the Trustees, may pay such amounts into court.

15.7 Responsibility of the Trustees after Sale and Conversion

The Trustees shall be under no obligation to invest the proceeds of any sale of investments or other assets or cash forming part of the REIT's property after the date referred to in Section 15.4 and, after such sale, the sole obligation of the Trustees under this Declaration of Trust shall be to hold such proceeds or assets in trust for distribution under Section 15.3.

ARTICLE 16
LIABILITIES OF THE TRUSTEES AND OTHERS

16.1 Liability and Indemnification of the Trustees

The Trustees shall at all times including, for the purposes of this Article 16, the time after they have ceased to be a Trustee, be indemnified and saved harmless out of the property of the REIT from and against all liabilities, damages, losses, debts and claims whatsoever, including costs, charges and expenses in connection therewith, sustained, incurred, brought, commenced or prosecuted against them for or in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of their duties as Trustees and also from and against all other liabilities, damages, losses, debts, claims, costs, charges, and expenses (including, without limitation, legal fees and disbursements on a solicitor and client basis) which they sustain or incur in or about or in relation to the affairs of the REIT including, without limitation, any and all liability (whether accrued, actual, contingent or otherwise), claims, costs, charges or expenses arising out of or in connection with the presence, release, discharge or disposal of any hazardous substance or any adverse environmental conditions at, on, under or near any real property or any investigation, remediation or clean up action required to be undertaken in connection with any real property. Further, the Trustees shall not be liable to the REIT or to any Unitholder, Special Unitholder or annuitant for any loss or damages relating to any matter regarding the REIT, including, without limitation, any loss or diminution in the value of the REIT or its assets. The foregoing provisions of this Section 16.1 in favour of any Trustee do not apply unless:

(a) the Trustee has acted honestly and in good faith with a view to the best interests of the REIT, the Unitholders and the Special Unitholders; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Trustee had reasonable grounds for believing his conduct was lawful.

For greater certainty, the Trustees will have no liability to reimburse any person for transfer or other taxes or fees payable on the transfer of Units or Special Voting Units, fees relating to any distribution reinvestment plan or any income or other taxes assessed against any person by reason of the ownership or disposition of Units or Special Voting Units. Trustees shall not at any time be indemnified or saved harmless by any Unitholder or Special Unitholder.

16.2 Indemnification of Trustees

Each Trustee, each former Trustee, each officer of the REIT and each former officer of the REIT shall be entitled to be and shall be indemnified and reimbursed out of the REIT's property in respect of any and all taxes, penalties or interest in respect of unpaid taxes or other governmental charges imposed upon the Trustee or former Trustee or officer or former officer in consequence of its performance of its duties hereunder and in respect of any and all costs, charges and expenses, including amounts paid to settle an action or satisfy a judgment, reasonably incurred in respect of any civil, criminal or administrative action or proceeding to which the Trustee, former Trustee, officer or former officer is made a party by reason of being or having been a Trustee or officer of the REIT or, at the request of the REIT, a trustee or officer or any Subsidiary or affiliate thereof, provided that a Trustee, former Trustee, officer or former officer shall not be indemnified out of the REIT's property in respect of unpaid taxes or other governmental charges or in respect of such costs, charges and expenses that arise out of or as a result or in the course of a breach of the standard of care, diligence and skill set out in Section 4.6. A Trustee, former Trustee, officer or former officer shall not be entitled to satisfy any right of indemnity or reimbursement granted herein, or otherwise existing under law, except out of the REIT's property, and no Unitholder, Special Unitholder or other Trustee or officer shall be personally liable to any person with respect to any claim for such indemnity or reimbursement as aforesaid.

16.3 Contractual Obligations of the REIT

The omission of the statement described in Section 6.2(b) from any document or instrument shall not render the Trustees, the Unitholders or the Special Unitholders liable to any person, nor shall the Trustees, the Unitholders or the Special Unitholders be liable for such omission. If the Trustees, any Unitholder or any Special Unitholder shall be held liable to any person by reason of the omission of such statement from any such agreement, undertaking or obligation such Trustee, Unitholder or Special Unitholder shall be entitled to indemnity and reimbursement out of the REIT's property to the full extent of such liability.

16.4 Liability of the Trustees

The Trustees shall not be liable to the REIT or to any Unitholder, Special Unitholder, annuitant or any other person for the acts, omissions, receipts, neglects or defaults of any person, firm or corporation employed or engaged by it as permitted hereunder, or for joining in any receipt or act of conformity or for any loss, damage or expense caused to the REIT through the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the REIT shall be paid out or invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation with whom or which any monies, securities or property of the REIT shall be lodged or deposited, or for any loss occasioned by error in judgment or oversight on the part of the Trustees, or for any other loss, damage or misfortune which may happen in the execution by the Trustees of their duties hereunder, except to the extent the Trustees have not acted in accordance with Section 6.1(a) and Section 6.1(b).

16.5 Reliance Upon Advice

The Trustees may rely and act upon any statement, report or opinion prepared by or any advice received from the auditors, lawyers or other professional advisors of the REIT and shall not be responsible or held liable for any loss or damage resulting from so relying or acting.

16.6 Liability of Unitholders, Special Unitholders and Others

No Unitholder, Special Unitholder or annuitant or any officer, employee or agent of the REIT shall be held to have any personal liability as such, and no resort shall be had to his private property (including, without limitation, any property consisting of or arising from a distribution of any kind or nature by the REIT) for satisfaction of any obligation or claim arising out of or in connection with any contract or obligation of the REIT or of the Trustees or any obligation which a Unitholder, Special Unitholder or annuitant would otherwise have to indemnify a Trustee for any personal liability incurred by the Trustee as such, but rather the assets of the REIT only are intended to be liable and subject to levy or execution for such satisfaction. Any written instrument creating an obligation which is or includes the granting by the REIT of a lease, sublease or mortgage or which is, in the judgement of the Trustees, a material obligation, shall contain a provision to the effect that the obligation being created is not personally binding upon, and that resort shall not be had to, nor shall recourse or satisfaction be sought from, the private property (including, without limitation, any property consisting of or arising from a distribution of any kind or nature by the REIT) of any of the Unitholders, Special

Unitholders, annuitants or officers, employees and agents of the REIT, but the property of the REIT or a specific portion thereof only shall be bound. If the REIT acquires any real property investment subject to existing contractual obligations, the Trustees shall use their reasonable efforts to have any such obligations under material contracts (including mortgages), other than leases, modified so as to achieve the aforesaid disavowal of contractual liability. Further, the Trustees shall cause the operations of the REIT to be conducted in such a way and in such jurisdictions as to avoid, as far as reasonably possible, any material risk of liability on the Unitholders, Special Unitholders or annuitant for claims against the REIT, and shall, to the extent which they determine to be possible and reasonable, including in the cost or premiums, to cause the REIT to carry insurance for the benefit of such persons in such amounts as they consider adequate to cover any foreseeable non-contractual or non-excluded contractual liability. Any potential liability of the Trustees with respect to their foregoing obligations or their failure to perform the same shall be governed by the provisions of Section 16.1, Section 16.4 and Section 16.5. Nothing in this Declaration of Trust will preclude the Trustees from exercising any rights granted to them under the Tax Act or any other applicable taxation legislation to withhold from amounts payable to Unitholders or otherwise recover from Unitholders any taxes that the Trustees have paid on behalf of Unitholders.

ARTICLE 17
GENERAL

17.1 Execution of Instruments

The Trustees shall have power from time to time to appoint any Trustee or Trustees or any person or persons on behalf of the REIT either to sign instruments in writing generally or to sign specific instruments in writing. Provisions respecting the foregoing may be contained in the Trustees' Regulations.

17.2 Manner of Giving Notice

(a) Any notice or other document required or permitted by the provisions of this Declaration of Trust to be given to a Unitholder, a Special Unitholder, a Trustee or the Auditors shall be deemed conclusively to have been given if given either by delivery or by prepaid first-class mail addressed to the Unitholder at his address shown on the book-based system administered by CDS, to the Special Unitholder at his address shown on the Register maintained in respect of the Special Voting Units, to the Trustee at the last address provided by such Trustee to the President of the REIT, or to the auditors of the Trust at the last address provided by such auditors to the President of the REIT, as the case may be provided that if there is a general discontinuance of postal service due to strike, lockout or otherwise, such notice may be given by publication twice in the Report on Business Section of the National Edition of The Globe and Mail or similar Section of any other newspaper having national circulation in Canada; provided further that if there is no newspaper having national circulation, then by publishing twice in the business Section of a newspaper in each city where the register or a branch register is maintained. Any notice so given shall be deemed to have been given on the day following that on which the letter or circular was posted or, in the case of notice being given by publication, after publishing such notice twice in the designated newspaper or newspapers. In proving notice was posted, it shall be sufficient to prove that such letter or circular was properly addressed, stamped and posted.

(b) Any written notice or written communication given to the Trustees shall be addressed to the Trustees at the head office of the REIT, and shall be deemed to have been given on the date of delivery or date sent by facsimile or other means of prepaid, transmitted or recorded communications or, if mailed, five days from the date of mailing. If any such notice or communication shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such notice or communication shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted any notice or other communication shall be given by personal delivery or by facsimile or other means of prepaid, transmitted or recorded communication.

17.3 Failure to Give Notice

The failure by the Trustees, by accident or omission or otherwise unintentionally, to give any Unitholder, Special Unitholder, Trustee or the Auditors any notice provided for herein shall not affect the validity, effect, taking effect or time of taking effect of any action referred to in such notice, and the Trustees shall not be liable to any Unitholder or Special Unitholder for any such failure.

17.4 Joint Holders

Service of a notice or document on any one of several joint holders of Units shall be deemed effective service on the other joint holders.

17.5 Service of Notice

Any notice or document sent by post to or left at the address of a Unitholder or Special Unitholder pursuant to this Section shall, notwithstanding the death or bankruptcy of such Unitholder or Special Unitholder, and whether or not the Trustees have notice of such death or bankruptcy, be deemed to have been fully served and such service shall be deemed sufficient service on all persons having an interest in the Units or Special Voting Units concerned.

17.6 REIT Auditors

The Auditors shall be appointed at each annual meeting, save that, until the first such annual meeting, such Auditors shall be appointed by the Trustees. If at any time a vacancy occurs in the position of auditors of the REIT, the Trustees may appoint a firm of chartered accountants qualified to practice in all provinces of Canada to act as the Auditors the next annual meeting of Unitholders and Special Unitholders. The Auditors shall report to the Trustees, the Unitholders and the Special Unitholders on the annual financial statements of the REIT and shall fulfil such other responsibilities as they may properly be called upon by the Trustees to assume. The Auditors shall have access to all records relating to the affairs of the REIT.

17.7 Fiscal Year

The fiscal year of the REIT shall end on December 31 in each year.

17.8 Reports to Unitholders and Special Unitholders

The REIT will furnish to Unitholders and Special Unitholders such financial statements (including quarterly and annual financial statements) and other reports as are from time to time required by this Declaration of Trust and by applicable law. Prior to a meeting of Unitholders and Special Unitholders, the Trustees will provide the Unitholders and Special Unitholders (along with notice of such meeting) information similar to that required to be provided to shareholders of a public corporation governed by the *Business Corporations Act* (Ontario) and as required by applicable tax and securities laws.

17.9 REIT Property to be Kept Separate

The Trustees shall maintain the property of the REIT separate from all other property in their possession.

17.10 Electronic Documents

Any requirement under this Declaration of Trust, the *Securities Act* (Ontario) or any other applicable law that a notice, statement, document or other information be created or provided is satisfied by the creation or provision of an electronic document to the extent permitted by law.

17.11 Trustees May Hold Units or Special Voting Units

Any Trustee or associate of a Trustee may be a Unitholder or Special Unitholder or may be an annuitant.

17.12 REIT Records

The REIT shall prepare and maintain, at its principal office or at any other place in Canada designated by the Trustees, records containing (i) the Declaration of Trust; and (ii) minutes of meetings and resolutions of Unitholders and Special Unitholders. The REIT shall also prepare and maintain adequate accounting records and records containing minutes of meetings and resolutions of the Trustees and any committee thereof. Such records shall be kept at the principal office of the REIT or at such other place as the Trustees think fit and shall at all reasonable times be open to inspection by the Trustees.

17.13 Right to Inspect Documents

A Unitholder, Special Unitholder and any agent, consultant or creditor of the REIT shall have the right to examine the Declaration of Trust, the Trustees' Regulations, the minutes of meetings and resolutions of Unitholders and Special Unitholders, and any other documents or records which the Trustees determine should be available for inspection by such Persons, during normal business hours at the principal office of the REIT. Unitholders, Special

Unitholders and creditors of the REIT shall have the right to obtain or make or cause to be made a list of all or any of the registered holders of Units, to the same extent and upon the same conditions as those which apply to shareholders and creditors of a corporation governed by the *Business Corporations Act* (Ontario), as amended from time to time.

17.14 Taxation Information

On or before March 30 in each year or such earlier date as is required by applicable law or regulation, the REIT will provide to Unitholders who received distributions from the REIT in the prior calendar year, such information required by Canadian law to be submitted to Unitholders for income tax purposes to enable Unitholders to complete their tax returns in respect of such distributions. In particular, each Unitholder shall be informed each year of the composition of the amounts payable by the REIT to such Unitholder in terms of net income, taxable dividends, net taxable gains, foreign source income and return of capital, and will be informed of the portion of such net income that has been designated as taxable dividends on shares of taxable Canadian corporations and taxable capital gains and of the amount of any foreign taxes paid by the REIT in respect of which the Unitholder may claim a credit for tax purposes to the extent permitted by the Tax Act, where those items are applicable.

17.15 Consolidations

Any one or more Trustees may prepare consolidated copies of the Declaration of Trust as it may from time to time be amended or amended and restated and may certify the same to be a true consolidated copy of the Declaration of Trust, as amended or amended and restated.

17.16 Counterparts

This Declaration of Trust may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

17.17 Severability

The provisions of this Declaration of Trust are severable. If any provision of this Declaration of Trust shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such provision in such jurisdiction and shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or any other provision of this Declaration of Trust in any jurisdiction.

17.18 Headings for Reference Only

The headings preceding the articles and sections hereof have been inserted for convenience and reference only and shall not be construed to affect the meaning, construction, interpretation or effect of this Declaration of Trust.

17.19 Governing Law

This Declaration of Trust and the Unit Certificates shall be interpreted and governed by and take effect exclusively in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as Ontario contracts. Any and all disputes arising under this Declaration of Trust, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario and each of the Trustees hereby irrevocably attorns, and each Unitholder shall be deemed to hereby irrevocably attorn, to the exclusive jurisdiction of the courts of such province.

IN WITNESS WHEREOF the Trustees have caused these presents to be signed and sealed as of the date first above written.

Richard Michaeloff

Per: *(signed) "Richard Michaeloff"*
Name: Richard Michaeloff
Title: Trustee
Richard Michaeloff, on my own behalf and on behalf of Christopher J. Cann, Patrick J. Lavelle, Hani Zayadi, Edward Dato, Mauro Pambianchi and Robert Wolf
I have authority to bind these individuals.

SCHEDULE A
RETROCOM MID-MARKET REAL ESTATE INVESTMENT TRUST
TRUSTEES' REGULATIONS

INTERPRETATION

1. **Interpretation**. In these Trustees' Regulations, unless the context otherwise specifies or requires:

(a) all terms used in these Trustees' Regulations not otherwise defined herein shall have the meanings given to such terms in the Declaration of Trust;

(b) words importing the singular number only shall include the plural and vice versa and words importing a specific gender shall include the other gender; and

(c) the headings used in these Trustees' Regulations are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

MEETINGS OF TRUSTEES

2. **Place and Time of Meeting**. Unless consented to in writing by a majority of the Trustees, all meetings of the Trustees called by the giving of notice shall be held at a place in the Province of Ontario on a business day which place and time shall be specified in the notice.

3. **Notice**. The notice of any meeting may but need not specify the purpose of or the business to be transacted at the meeting.

4. **Adjournment**. Any meeting of Trustees may be adjourned from time to time by the chairman of the meeting, with the consent of the meeting, to another business day at a fixed time and place. Notice of any adjourned meeting of Trustees is not required to be given if the time and place of the adjourned meeting is announced at the original meeting, but notice of the adjourned meeting shall be given to the Trustees not present at such original meeting by delivering (not mailing) the same not less than one day (exclusive of the day on which the notice is delivered but inclusive of the day for which notice is given) before the adjourned meeting. Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum is present thereat. The Trustees who formed a quorum at the original meeting are not required to form the quorum at the adjourned meeting. If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

5. **Minutes of Meetings**. The Chairman shall appoint a secretary to act as secretary of each meeting of the Trustees and of the Unitholders and Special Unitholders. Written records and minutes of all meetings of Trustees, the Investment Committee, the Governance and Compensation Committee and the Audit Committee shall be maintained by the secretary of each

meeting and shall be placed in the minute book of the REIT. Any written records and minutes of meetings of any other committee of Trustees maintained by the secretary of such meeting may but need not be placed in the minute book of the REIT. There shall be inserted or entered into the records and minutes of the meetings of Trustees or the Investment Committee, as the case may be, all written disclosures or requests made to have entered into the minutes of the meeting, of the nature and extent of a Person's interest in a material contract or transaction or proposed material contract or transaction with the REIT made pursuant to Section 4.11 of the Declaration of Trust.

FOR THE PROTECTION OF TRUSTEES AND OFFICERS

6. **For the Protection of Trustees and Officers**. The provisions of Article 16 of the Declaration of Trust pertaining to the liability and indemnification of Trustees shall apply *mutatis mutandis* to the officers of the REIT, former Trustees or officers of the REIT, or Persons who act or acted at the REIT's request as a director or officer of a body corporate of which the REIT is or was a shareholder or creditor, and his heirs and legal representatives.

The REIT shall also indemnify any such Person in such other circumstances as the Declaration of Trust or law permits, subject to the Declaration of Trust, or requires. Nothing in these Trustees' Regulations shall limit the right of any Person entitled to indemnity to claim indemnity apart from the provisions of these Trustees' Regulations to the extent permitted by the Declaration of Trust or law.

OFFICERS

7. **Appointment and Removal**. Subject to Section 5.1 of the Declaration of Trust, the Trustees may annually or more often appoint the officers of the REIT who may or may not be Trustees. Notwithstanding the foregoing, each incumbent officer of the REIT shall continue in office until the earliest of (a) his resignation, which resignation shall be effective at the time a written resignation is received by the REIT or at the time specified in the resignation, whichever is later, (b) the appointment of his successor, (c) his removal and (d) his death. The Trustees may from time to time and subject to the provisions of the Declaration of Trust, prescribe, vary, add to or limit the duties and powers of any officer.

All officers, in the absence of agreement to the contrary, shall be subject to removal by resolution of the Trustees at any time, with or without cause.

8. **Chairman**. The Chairman of Trustees shall be an Independent Trustee appointed from among the Trustees. The Chairman or, in his absence, the Vice-Chairman, shall preside as chairman at all meetings of the Trustees and at all meetings of the Unitholders and Special Unitholders, unless a Trustee who is not the Chairman is selected to do so by the Trustees in accordance with Section 8.4 of the Declaration of Trust.

9. **Powers and Duties**. Subject to the provisions of the Declaration of Trust, all officers of the REIT shall sign such contracts, documents or instruments in writing as require their respective signatures and shall respectively have and perform all powers and duties incident to their respective offices and such other powers and duties respectively as may from time to time be assigned to them by the Trustees.

10. Duties May be Delegated. Subject to the provisions of the Declaration of Trust, in case of the absence or inability to act of any officer of the REIT or for any other reason that the Trustees may deem sufficient, the Trustees may delegate all or any of the powers of such officer to any other officer or to any Trustee for the time being.

11. Vacancies. If the office of any officer of the REIT shall be or become vacant by reason of death, resignation, removal or otherwise, the Trustees may, subject to Section 5.1 of the Declaration of Trust, appoint a Person to fill such vacancy.

MEETINGS OF THE UNITHOLDERS AND SPECIAL UNITHOLDERS

12. Place and Time of Meetings. Each meeting of the Unitholders and Special Unitholders shall be held at a place in the City of Toronto on a Business Day which place and time shall be specified in the notice calling the meeting.

13. Notice. A printed, written or typewritten notice stating the day, hour and place of any meeting of the Unitholders and Special Unitholders shall be given by serving such notice on each Unitholder and Special Unitholder entitled to vote at such meeting, on each Trustee and on the auditor of the REIT in the manner provided for in the Declaration of Trust and in these Trustees' Regulations. A meeting of the Unitholders and Special Unitholders may be held for any purpose on any day and at any time without notice if all of the Unitholders and Special Unitholders and all other Persons entitled to attend such meeting are present in Person or, where appropriate, represented by proxy at the meeting (except where a Unitholder, Special Unitholder or other Person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called) or if all of the Unitholders and Special Unitholders and all other Persons entitled to attend such meeting who are not present in Person or, where appropriate, represented by proxy thereat waive notice before or after the date of such meeting.

14. Waiver of Notice. A Unitholder, Special Unitholder and any other Person entitled to attend a meeting of the Unitholders and Special Unitholders may in any manner waive notice of a meeting of the Unitholders and Special Unitholders and attendance of any such Person at a meeting of the Unitholders and Special Unitholders shall constitute a waiver of notice of the meeting except where such Person attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

15. Votes. Every question submitted to any meeting of the Unitholders and Special Unitholders shall be decided in the first instance by a show of hands unless a Person entitled to vote at the meeting has demanded a ballot.

A ballot may be demanded either before or after any vote by show of hands by any Person entitled to vote at the meeting. If at any meeting a ballot is demanded on the election of a chairman or on the question of adjournment it shall be taken forthwith without adjournment. If at any meeting a ballot is demanded on any other question or as to the election of Trustees, the vote shall be taken by ballot in such manner and either at once, later in the meeting or after adjournment as the chairman of the meeting directs. The result of a ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. A demand for a ballot may be withdrawn.

Where two or more Persons hold the same Unit or Units jointly, one of those holders present at a meeting of the Unitholders may, in the absence of the other or others, vote the Unit or Units but if two or more of those Persons who are present, in Person or by proxy vote, they shall vote as one on the Unit or Units jointly held by them.

At any meeting of the Unitholders and Special Unitholders unless a ballot is demanded, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

16. **Proxies**. At every meeting at which he is entitled to vote, every Unitholder, Special Unitholder and/or Person appointed by proxy and/or individual so authorized to represent a Unitholder or Special Unitholder who is present in Person shall have one vote on a show of hands. Upon a ballot at which he is entitled to vote, every Unitholder and Special Unitholder present in Person or represented by proxy or by an individual so authorized shall (subject to the provisions, if any, of the Declaration of Trust) have one vote for every Unit and/or Special Voting Unit held by him.

A proxy shall be executed by the Unitholder, Special Unitholder or his attorney authorized in writing or, if the Unitholder or Special Unitholder is a body corporate or association, by an officer or attorney thereof duly authorized. If the Units are publicly traded, a proxy appointing a proxyholder ceases to be valid one year from its date.

A proxy may be in the following form:

The undersigned [Unitholder/Special Unitholder] of Retrocom Mid-Market Real Estate Investment Trust hereby appoints «*» of «*» or failing him, «*» of «*» as the nominee of the undersigned to attend and act for the undersigned and on behalf of the undersigned at the said meeting of the Unitholders and Special Unitholders of the said REIT to be held on the day of and at any adjournment thereof in the same manner, to the same extent and with the same power as if the undersigned were present at the said meeting or such adjournment thereof. This proxy is [not] solicited by or on behalf of management of the REIT.

DATED this day of

____

Signature of **[Unitholder / Special Unitholder]**

The Trustees may from time to time institute procedures regarding the lodging of proxies at some place or places other than the place at which a meeting or adjourned meeting of the Unitholders and Special Unitholders is to be held and for particulars of such proxies to be sent by telecopier or in writing before the meeting or adjourned meeting to the REIT or any agent of the REIT for the purpose of receiving such particulars and providing that proxies so lodged may be voted upon as though the proxies themselves were produced at the meeting or adjourned meeting and votes given in accordance with such procedures shall be valid and shall be counted. The chairman of any meeting of the Unitholders and Special Unitholders may, in his discretion, accept telecopier or written communication as to the authority of any Person claiming to vote on behalf of and to represent a Unitholder or Special Unitholder notwithstanding that no proxy conferring such authority has been lodged with the REIT, and any votes given in accordance with such telecopier or written communication accepted by the chairman of the meeting shall be valid and shall be counted.

17. **Adjournment**. The chairman of any meeting of the Unitholders and Special Unitholders may with the consent of the meeting adjourn the same from time to time to another Business Day at a fixed time and place and no notice of such adjournment need be given to the Unitholders or Special Unitholders unless the meeting is adjourned by one or more adjournments for an aggregate of thirty days or more in which case notice of the adjourned meeting shall be given as for an original meeting. Any business may be brought before or dealt with at any adjourned meeting for which no notice is required which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum is present thereat. The Persons who formed a quorum at the original meeting are not required to form the quorum at the adjourned meeting. If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment.

18. **Quorum**. No business shall be transacted at any meeting of the Unitholders and Special Unitholders unless the requisite quorum be present at the time of the transaction of such business. If a quorum is not present at the time appointed for a meeting of the Unitholders and Special Unitholders or within such reasonable time thereafter as the Unitholders and Special Unitholders present may determine, the Persons present and entitled to vote may adjourn the meeting to another business day at a fixed time and place but may not transact any other business and the provisions of paragraph 17 with regard to notice shall apply to such adjournment.

19. **Minutes of Meetings**. Written records and minutes of each meeting of the Unitholders and Special Unitholders shall be maintained by the secretary of each meeting and shall be placed in the minute book of the REIT.

CERTIFICATES

20. **Certificates**. Certificates representing Units shall be signed manually by at least one Trustee or officer of the REIT holding office at the time of signing and by or on behalf of a registrar, transfer agent, branch transfer agent or issuing or other authenticating agent of the REIT and any additional signatures required on a certificate representing Units may be printed or otherwise mechanically reproduced thereon.

A certificate representing Units containing the signature of a Person which is printed, engraved, lithographed or otherwise mechanically reproduced thereon may be issued notwithstanding that the Person has ceased to be a Trustee or an officer, as the case may be, of the REIT and shall be as valid as if he were a Trustee or an officer, as the case may be, at the date of its issue.

TRANSFER OF UNITS

21. **Register**. The Register shall be kept as provided for in the Declaration of Trust and a branch register or registers of transfers may be kept at such office or such other place or places, either within or outside Ontario, as may from time to time be designated by the Trustees.

VOTING SHARES AND SECURITIES IN BODIES CORPORATE

22. **Voting Shares and Securities in Bodies Corporate**. All of the shares or other securities carrying voting rights of any body corporate held from time to time by the REIT may be voted at any and all meetings of shareholders or holders of other securities (as the case may be) of such body corporate and in such manner and by such Person or Persons as the Trustees shall from time to time determine. The duly authorized signing officers of the REIT may also from time to time execute and deliver for and on behalf of the REIT proxies and/or arrange for the issuance of voting certificates and/or other evidence of the right to vote in such names as they may determine without the necessity of a resolution or other action by the Trustees.

INFORMATION AVAILABLE TO UNITHOLDERS AND SPECIAL UNITHOLDERS

23. **Confidential Information Not Available to Unitholders**. Except as provided by the Declaration of Trust or as required by law, no Unitholder or Special Unitholder shall be entitled to discovery of any information respecting any details or conduct of the REIT's affairs which in the opinion of the Trustees it would be inexpedient in the interests of the REIT to communicate to the public.

NOTICES

24. **Service**. If a notice or document is sent to a Unitholder or Special Unitholder by prepaid first-class mail in accordance with the provisions of the Declaration of Trust and the notice or document is returned on three consecutive occasions because the Unitholder or Special Unitholder cannot be found, it shall not be necessary to send any further notices or documents to the Unitholder or Special Unitholder until such Unitholder or Special Unitholder informs the REIT in writing of such Unitholder's or Special Unitholder's new address.

25. **Units Registered in More Than One Name**. All notices or other documents with respect to any Units registered in more than one name shall be given to whichever of such Persons is named first in the records of the REIT and any notice or other document so given shall be sufficiently given to all of the holders of such Units.

26. **Deceased Unitholders and Special Unitholders**. Any notice or other document delivered or sent in a manner contemplated in the Declaration of Trust to the address of any Unitholder or Special Unitholder as the same appears in the records of the REIT shall, notwithstanding that such Unitholder or Special Unitholder be then deceased, and whether or not the REIT has notice of his death, be deemed to have been duly served in respect of the Units or

Special Voting Units held by such Unitholder or Special Unitholder (whether held solely or with any other Person or Persons) until some other Person be entered in his stead in the records of the REIT as the holder or one of the holders thereof and such service shall for all purposes be deemed a sufficient service of such notice or document on his heirs, executors or administrators and on all Persons, if any, interested through him or with him in such Units or Special Voting Units.

27. **Signature to Notices**. The signature of any Trustee or officer of the REIT to any notice or document to be given by the REIT may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

28. **Computation of Time**. Where a given number of days' notice or notice extending over a period is required to be given under any provisions of the Declaration of Trust or these Trustees' Regulations, the day of service or posting of the notice or document shall not, unless it is otherwise provided, be counted in such number of days or other period, but the day of receipt of the notice or document shall, unless it is otherwise provided, be counted in such number of days or other period.

29. **Proof of Service**. With respect to every notice or other document sent by post it shall be sufficient to prove that the envelope or wrapper containing the notice or other document was properly addressed as provided in the Declaration of Trust and in these Trustees' Regulations and put into a post office or into a letter box. A certificate of an officer of the REIT in office at the time of the making of the certificate or of a transfer officer of any transfer agent or branch transfer agent of Units of the REIT as to facts in relation to the sending or delivery of any notice or other document to any Unitholder, Special Unitholder, Trustee, officer or auditor of the REIT or publication of any notice or other document shall be conclusive evidence thereof and shall be binding on every Unitholder, Special Unitholder, Trustee, officer or auditor of the REIT, as the case may be.

CHEQUES, DRAFTS AND NOTES

30. **Cheques, Drafts and Notes**. All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such officer or officers of the REIT or Person or Persons, whether or not officers of the REIT, and in such manner as the Trustees may from time to time designate.

CUSTODY OF SECURITIES

31. **Custody of Securities**. All shares and other securities owned by the REIT shall be lodged (in the name of the REIT) with a chartered bank or a trust company, in a safety deposit box or with a law firm acting on behalf of the REIT or, if so authorized by resolution of the Trustees, with such other depositories or in such other manner as may be determined from time to time by the Trustees.

All shares and other securities belonging to the REIT may be issued or held in the name of a nominee or nominees of the REIT (and if issued or held in the names of more than one nominee shall be held in the names of the nominees jointly with right of survivorship) and any shares or other securities so issued or held shall be endorsed in blank with endorsement guaranteed in order to enable transfer to be completed and registration to be effected.

EXECUTION OF INSTRUMENTS

32. **Execution of Instruments**. All contracts, documents or instruments in writing requiring the signature of the REIT may be signed by any officer or Trustee of the REIT and all contracts, documents and instruments in writing so signed shall be binding upon the REIT without any further authorization or formality. The Trustees shall have power from time to time to appoint any officer or officers, or any Person or Persons, on behalf of the REIT either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

The term "**contracts, documents or instruments in writing**" as used in these Trustees' Regulations shall include (without limitation) security certificates, deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations and conveyances, transfers and assignments of shares, share warrants, stocks, bonds, debentures or other securities and all paper writings.

Without limiting the foregoing, any officer or Trustee of the REIT shall have authority to sell, assign, transfer, exchange, convert or convey any and all shares, stocks, bonds, debentures, rights, warrants or other securities owned by or registered in the name of the REIT and to sign and execute all assignments, transfers, conveyances, powers of attorney and other instruments that may be necessary for the purpose of selling, assigning, transferring, exchanging, converting or conveying any such shares, stocks, bonds, debentures, rights, warrants or other securities.

The signature or signatures of the officers and Trustees of the REIT and/or of any other Person or Persons appointed as aforesaid by the Trustees may, if specifically authorized by the Trustees, be printed, engraved, lithographed or otherwise mechanically reproduced upon any contracts, documents or instruments in writing or bonds, debentures or other securities of the REIT executed or issued by or on behalf of the REIT and all contracts, documents or instruments in writing or bonds, debentures or other securities of the REIT on which the signature or signatures of any one or more of the foregoing officers or Trustees or the officers or Persons authorized as aforesaid shall be so reproduced pursuant to such authorization by the Trustees shall be deemed to have been manually signed by each such officer, Trustee or Person whose signature is so reproduced and shall be as valid to all intents and purposes as if they had been signed manually and notwithstanding that any such officer, Trustee or Person whose signature is so reproduced may have ceased to hold office at the date of the delivery or issue of such contracts, documents or instruments in writing or bonds, debentures or other securities of the REIT.