

NOTICE OF OPTIONAL REDEMPTION
SUBVERSIVE REAL ESTATE ACQUISITION REIT LP
(the “REIT LP”)

TO: HOLDERS OF THE RESTRICTED VOTING UNITS OF THE REIT LP (the “RESTRICTED VOTING UNITS”)

AND TO: OLYMPIA TRUST COMPANY (the “TRANSFER AGENT”)

DATE: OCTOBER 8, 2020

Right of Redemption

The REIT LP hereby gives notice to holders of the Restricted Voting Units (each a “**Holder**”), in accordance with Section 7.3(5) of the First Amended and Restated Limited Partnership Agreement of the REIT LP dated as of January 8, 2020 (the “**First A&R LP Agreement**”), of their right to redeem all or a portion of their Restricted Voting Units (the “**Redemption**”) in connection with the REIT LP’s qualifying transaction (the “**Qualifying Transaction**”) as further described below. To redeem their Restricted Voting Units, Holders must deposit their Restricted Voting Units for redemption prior to 5:00 p.m. (Toronto time) on October 29, 2020 (the “**Redemption Election Deadline**”) in accordance with the instructions contained in this notice. Holders who do not wish to redeem their Restricted Voting Units are not required to take any further action.

Qualifying Transaction

The REIT LP and/or affiliates thereof have entered into definitive agreements to acquire approximately US\$97.4 million of real properties and originate US\$85.4 million of first lien mortgages, for an aggregate investment of approximately US\$182.8 million (after taking in account an aggregate of approximately US\$21.0 million in earn-outs and year one funding commitments), which transactions collectively constitute the REIT LP’s Qualifying Transaction. The REIT LP is also party to purchase options to, subject to certain conditions, acquire the real properties subject to approximately US\$81.8 million of the first lien mortgages. Following closing of the Qualifying Transaction, the REIT LP will indirectly own a portfolio consisting of 10 properties (comprising approximately 690,000 square feet of gross leasable area) and five first lien mortgages (secured by properties comprising approximately 810,000 square feet of gross leasable area or 860,000 square feet of gross leasable area following the expenditure of year one funding commitments) (collectively, the “**Initial Portfolio**”), located across nine states of the United States. The REIT LP has also entered into binding agreements to acquire two additional properties totaling 40,000 square feet (the “**Contingent Properties**”) for an aggregate purchase price of US\$17.9 million (after taking in account an aggregate of approximately US\$1.0 million of year one funding commitments). The acquisition of the Contingent Properties is expected to close in the fourth quarter of 2020. Taking into account these acquisitions, the REIT LP’s portfolio would be comprised of 12 properties and five first lien mortgages and would have an aggregate investment of approximately US\$200.7 million (after taking in account an aggregate of approximately US\$22.0 million in earn-outs and year one funding commitments). There is no assurance that the REIT LP will acquire the Contingent Properties in the fourth quarter of 2020, if at all.

For more information on the Qualifying Transaction and the Redemption, please see the REIT LP’s preliminary long form prospectus dated October 7, 2020 (the “**Preliminary Prospectus**”), which is available on the REIT LP’s profile at SEDAR at www.sedar.com. The REIT LP expects to file its final long form prospectus (the “**Final Prospectus**”) on SEDAR no later than October 15, 2020, and to mail it to Holders of record as at September 15, 2020 shortly thereafter, but no later than 14 days prior to the Redemption Election Deadline. If the Final Prospectus is not filed by October 15, 2020, the Redemption Election Deadline may be required to be extended. The REIT LP will provide notice of any such extension via news release. The REIT LP will issue a news release upon the filing of the Final Prospectus. All capitalized terms used herein that are not otherwise defined have the meanings ascribed to them in the Preliminary Prospectus.

Redemption

The details of the Redemption are as follows:

Redemption Election Deadline	October 29, 2020
Qualifying Transaction Redemption Price per Restricted Voting Unit	Approximately US\$10.04 ¹

Upon payment in cash of the Qualifying Transaction Redemption Price, the holders of the Restricted Voting Units so redeemed will have no further rights in respect of the Restricted Voting Units.

If redemption of all of the Restricted Voting Units would be contrary to any provisions of applicable law, the REIT LP will be obligated to redeem only the maximum number of Restricted Voting Units which the REIT LP determines it is then permitted to redeem, such redemptions will be made pro-rata (disregarding fractions of units) according to the number of Restricted Voting Units required by each electing Holder to be redeemed by the REIT LP, and the REIT LP will either issue new certificates representing the Restricted Voting Units not redeemed by the REIT LP, or will otherwise confirm such Restricted Voting Units as issued and deposited in book-entry form.

In the event a Holder deposits their Restricted Voting Units for redemption and the Qualifying Transaction is not completed, their Restricted Voting Units so deposited will be returned to such Holder (or re-deposited with CDS, as applicable) and the rights of such Holder of the Restricted Voting Units will continue in accordance with the provisions of the First A&R Agreement.

Notwithstanding any of the foregoing, no registered or beneficial holder of Restricted Voting Units (other than CDS), together with any Affiliate thereof or any person acting jointly or in concert therewith, shall be entitled to require the REIT LP to redeem Restricted Voting Units in excess of an aggregate of 15% of the Restricted Voting Units issued and outstanding (the “**Redemption Limitation**”). By its election to redeem, each registered holder of Restricted Voting Units (other than CDS) and each beneficial holder of Restricted Voting Units will be required to represent or will be deemed to have represented to the REIT LP that, together with any Affiliate of such holder and any other person with whom such holder is acting jointly or in concert, such holder is not redeeming Restricted Voting Units in excess of the Redemption Limitation.

Instructions for Redemption – Non-Registered Holders

A non-registered Holder who desires to exercise its redemption rights in connection with the Qualifying Transaction must do so by causing a participant (a “**CDS Participant**”) in the depository, trading, clearing and settlement systems administered by CDS to deliver to CDS (at its office in the City of Toronto) on behalf of the owner, a written notice (the “**Redemption Notice**”) of the owner’s intention to redeem Restricted Voting Units in connection with the Qualifying Transaction. Such Holder should ensure that the CDS Participant is provided with notice of his or her intention to exercise his or her redemption privilege sufficiently in advance of the applicable redemption deadline (as described below) so as to permit the CDS Participant to deliver notice to CDS and so as to permit CDS to deliver notice to the Transfer Agent in advance of the required time. The form of Redemption Notice will be available from a CDS Participant or the Transfer Agent.

By causing a CDS Participant to deliver to CDS a notice of the Holder’s intention to redeem Restricted Voting Units, a Holder shall be deemed to have irrevocably surrendered his, her, or its Restricted Voting Units for redemption and appointed such CDS Participant to act as his, her, or its exclusive settlement agent with respect to the exercise of the redemption right and the receipt of payment in connection with the settlement of obligations arising from such exercise.

¹ The redemption price per Restricted Voting Unit is an amount per Restricted Voting Unit, payable in cash, equal to the pro-rata portion of: (a) the escrowed funds available in the escrow account at the time immediately prior to the Redemption Election Deadline, including interest and other amounts earned thereon; less (b) an amount equal to the total of (i) any applicable taxes payable by the REIT LP on such interest and other amounts earned in the escrow account, and (ii) actual and expected expenses directly related to the redemption, each as reasonably determined by the General Partner, subject to the limitations described in the Preliminary Prospectus.

Any Redemption Notice delivered by a CDS Participant regarding a Holder's intent to redeem which CDS determines to be incomplete, not in proper form, or not duly executed shall for all purposes be void and of no effect and the redemption right to which it relates shall be considered for all purposes not to have been exercised. A failure by a CDS Participant to exercise redemption rights or to give effect to the settlement thereof in accordance with the Holder's instructions will not give rise to any obligations or liability on the part of the REIT LP to the CDS Participant or to the Holder.

A Holder whose Restricted Voting Units are held through an intermediary may have a redemption deadline that is earlier than the Redemption Election Deadline. If the deadline for depositing Restricted Voting Units held through an intermediary is not met by a Holder, such Holder's Restricted Voting Units may not be eligible for redemption.

Questions

Holders who have questions regarding the process for Redemption should immediately contact the CDS Participant through which they hold their Restricted Voting Units.