

## UNDERWRITING AGREEMENT

January 20, 2012

Retrocom Mid-Market Real Estate Investment Trust  
700 Applewood Crescent  
Suite 300  
Vaughan, Ontario  
L4K 5X3

**Attention: Mr. Richard Michaeloff, Chief Executive Officer**

Dear Sir:

We understand that Retrocom Mid-Market Real Estate Investment Trust (the “**REIT**”) desires to issue and sell 4,500,000 units of the REIT (together with any Additional Units (as defined below) issued pursuant to the exercise of the Over-Allotment Option (as defined below), the “**Units**”) on and subject to the terms more particularly described below, and is prepared:

- (i) to authorize and issue the Units; and
- (ii) to prepare and file, without delay and in accordance with the terms and conditions of this Agreement (as defined below), a preliminary short form prospectus and a final short form prospectus and all necessary related documents in order to qualify the Units (as defined below) for distribution in each of the Qualifying Jurisdictions on or before the Qualification Deadline.

TD Securities Inc. (“**TD Securities**”), the lead underwriter, together with CIBC World Markets Inc. (“**CIBC**”), RBC Dominion Securities Inc. (“**RBC DS**”), BMO Nesbitt Burns Inc. (“**BMO**”), Scotia Capital Inc. (“**Scotia Capital**”), Macquarie Capital Markets Canada Ltd. (“**Macquarie**”), Desjardins Securities Inc. (“**Desjardins**”), Canaccord Genuity Corp. (“**Canaccord Genuity**”), National Bank Financial Inc. (“**National Bank**”) and Dundee Securities Ltd. (“**Dundee**”) (collectively, the “**Underwriters**”) severally, and not jointly nor jointly and severally, offer to purchase from the REIT, upon and subject to the terms and conditions contained herein, and by its acceptance hereof the REIT agrees to sell to the Underwriters, at the Closing Time (as defined below), all, but not less than all, of the Units at a price of \$5.60 per Unit for an aggregate purchase price for the Units of \$25,200,000 (the “**Purchase Price**”).

The REIT hereby grants to the Underwriters an irrevocable option (the “**Over-Allotment Option**”) for each Underwriter to purchase its respective percentage as set forth in subparagraph 12.1 hereof of up to 675,000 additional units (the “**Additional Units**”) of the REIT at a purchase price of \$5.60 per Unit (the “**Additional Purchase Price**”). The Over-Allotment Option may be exercised in whole or in part at the sole discretion of the

Underwriters at any one time up to 30 days after the Closing Time upon delivery of a notice to the REIT by TD Securities, on behalf of the Underwriters, specifying the number of Additional Units in respect of which the Over-Allotment Option is at such time being exercised and the date on which such Units are to be purchased (the “**Option Closing Date**”). Such date may be the same as, but not earlier than, the Closing Time and the Underwriters shall be obligated to purchase and the REIT shall be obligated to sell to the Underwriters, in accordance with and subject to the provisions hereof, that number of Units mentioned in any such notice upon its delivery by TD Securities, on behalf of the Underwriters, to the REIT.

In consideration of the Underwriters’ agreement to purchase the Units which will result from the REIT’s acceptance of this offer, and in consideration of the services to be rendered by the Underwriters in connection therewith, including assisting in preparing documentation relating to the Units, including the Preliminary Prospectus (as defined below), the Prospectus (as defined below), distributing the Units to the public directly and through other investment dealers and brokers and performing administrative work in connection with the distribution of the Units, the REIT agrees to pay to TD Securities, on behalf of the Underwriters, at the Closing Time, an aggregate fee equal to the sum of 4.0% of the Purchase Price and, to the extent the Over-Allotment Option is exercised, an additional fee equal to 4.0% of the Additional Purchase Price per Additional Unit on the Option Closing Date (the “**Underwriting Fee**”). The Underwriting Fee shall be exclusive of taxes payable thereon, if any. The other Underwriters agree that TD Securities shall be entitled to receive, out of the Underwriting Fee, a work fee equal to 5.0% of the aggregate Underwriting Fee.

## **Terms and Conditions**

### **1. Definitions and Interpretation**

1.1 Whenever used in this Agreement:

“**Additional Purchase Price**” has the meaning ascribed thereto above;

“**Additional Units**” has the meaning ascribed thereto above;

“**Agreement**” means the agreement resulting from the acceptance by the REIT of the terms of this letter;

“**AIF**” means the annual information form of the REIT dated March 16, 2011;

“**Amendment**” means, as applicable, any amendment to the Preliminary Prospectus or the Prospectus;

“**Assets**” means the assets or interests therein held directly or indirectly by the REIT and, where the context requires, the businesses carried on directly or indirectly by the REIT in connection therewith, together with related contracts, agreements and liabilities;

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

“**Business Day**” means every day except a Saturday or Sunday, or a day which is a statutory or civic holiday in the City of Toronto, Canada, or a day on which the Stock Exchange is closed;

“**Closing Date**” means February 3, 2012 or such other date as the REIT and the Underwriters may mutually agree upon in writing but, in any event, not later than February 10, 2012;

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

“**Declaration of Trust**” means the declaration of trust dated as of December 15, 2003, as most recently amended and restated as of October 31, 2010, and as further amended or amended and restated;

“**Financial Information**” means any financial forecasts, financial statements, auditors’ reports, accounting data, management’s discussion and analysis of results of operations and other numerical data;

“**Hazardous Material**” has the meaning ascribed thereto in paragraph 6.1.26;

“**Indemnified Parties**” has the meaning ascribed thereto in paragraph 8.1;

“**LTIP**” means the long term incentive plan for the benefit of the Trustees, officers and employees of the REIT;

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

“**Opinion Entities**” has the meaning ascribed thereto in paragraph 7.2.1.1(i);

“**Option Closing Date**” has the meaning ascribed thereto above;

“**Option Closing Time**” means 8:00 a.m., Toronto time, on the Option Closing Date, or such other time on the Option Closing Date as the REIT and the Underwriters may mutually agree upon in writing;

“**Over-Allotment Option**” has the meaning ascribed thereto above;

“**Passport System**” means the passport system procedures provided for under Multilateral Instrument 11-102 — *Passport System* and National Policy 11-202 — *Process for Prospectus Reviews in Multiple Jurisdictions*;

“**Person**” means any individual, partnership, limited partnership, joint venture, sole proprietorship, company or corporation, trust, trustee, unincorporated organization, a government or an agency or political subdivision thereof;

“**Preliminary Prospectus**” means the preliminary short form prospectus of the REIT dated January 20, 2012 filed with respect to the proposed distribution of the Units (in the English language) including any documents or information incorporated by reference therein;

“**Properties**” means the real properties owned, directly or indirectly, by the REIT or in which the REIT has a direct or indirect interest;

“**Prospectus**” means the final short form prospectus of the REIT, which will qualify the distribution of the Units in each of the Qualifying Jurisdictions (in the English language) including any documents or information incorporated by reference therein;

“**Purchase Price**” has the meaning ascribed thereto above;

“**Qualification Deadline**” means 6:00 p.m. Toronto time on January 27, 2012 or such later date and time as the REIT and the Underwriters may mutually agree upon in writing;

“**Qualifying Jurisdictions**” means each of the provinces of Canada other than Québec;

“**REIT**” has the meaning ascribed thereto above;

“**REIT Entities**” means the REIT and each of the corporations, partnerships and trusts directly or indirectly controlled by the REIT;

“**Securities Laws**” means, collectively, and, as the context may require, the securities legislation, rules, regulations and the policies of the securities regulatory authorities of the Qualifying Jurisdictions, each as amended;

“**Selling Firm**” has the meaning ascribed thereto in paragraph 2.1;

“**SIFT Rules**” means the rules contained in the *Income Tax Act* (Canada) relating to the federal income taxation of certain publicly traded flow-through entities referred to as “specified investment flow-throughs” or “SIFTs”.

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

“**Supplementary Material**” means, collectively, all supplemental or additional or ancillary material, information, evidence, returns, reports, applications, statements or documents related to the Preliminary Prospectus, the Prospectus or any Amendment;

“**Transaction Documents**” has the meaning ascribed thereto in paragraph 6.1.6 hereof;

“**Underwriters**” has the meaning ascribed thereto above;

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

“**Underwriting Fee**” has the meaning ascribed thereto above;

“**United States**” means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia; and

“**United States Purchaser**” means a person in the United States who agrees to purchase Units in accordance with Schedule A attached hereto;

- 1.2 Whenever used in this Agreement, the terms “affiliate”, “subsidiary”, “distribution”, “misrepresentation”, “material fact”, “material change” and “senior officer” shall have the meanings given to such terms, and “distribution” shall include a “distribution to the public” as defined, under applicable Securities Laws.
- 1.3 Whenever used in this Agreement, words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender.
- 1.4 All references to monetary amounts in this Agreement are to the lawful money of Canada.
- 1.5 All capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Prospectus or any Amendment thereto.

## 2. **Covenants of the Underwriters**

Each of the Underwriters, severally and not jointly and severally, covenants with the REIT that:

- 2.1 (a) it will offer the Units for sale to the public on behalf of the REIT, directly and through other investment dealers and brokers (the Underwriters, together with such other investment dealers and brokers, are referred to herein as the “**Selling Firms**”), in the Qualifying Jurisdictions only as permitted by and in accordance with applicable Securities Laws, and, subject as hereinafter provided, as permitted by the laws of the United States of America, upon the terms and conditions set forth in the Prospectus and in this Agreement; (b) such Underwriter will not offer Units for sale in any jurisdiction other than the Qualifying Jurisdictions that would require the filing of a prospectus, registration statement or similar document or would result in the REIT having any reporting or other obligation in such jurisdiction; (c) such Underwriter shall ensure that each Selling Firm, prior to its appointment as such, has delivered to such Underwriter a representation to the foregoing effect; and (d) all offers and sales of Units in the United States will be made in accordance with Schedule A attached hereto and the terms and conditions and the representations, warranties and covenants of the parties

contained therein are hereby incorporated by reference herein and made a part hereof;

(b) it will use its best efforts to complete the distribution of Units as promptly as possible and will notify the REIT when, in its opinion, the distribution of the Units shall have ceased and provide a breakdown of the number of Units distributed in each Qualifying Jurisdiction where such breakdown is required for the purpose of calculating fees payable to a securities commission or other securities regulatory body;

(c) it will not make any representations or warranties with respect to the REIT or the Units other than as set forth in the Prospectus or otherwise with the approval of the REIT;

(d) provided that it is satisfied, in its sole discretion, acting reasonably, that it is responsible for such Underwriter to do so, it will execute and deliver to the REIT the certificate required to be executed by the Underwriters under applicable Securities Laws in connection with the Prospectus and any Amendment; and

For the purposes of this paragraph 2.1, each Underwriter shall be entitled to assume that the Units are qualified for distribution in any province of Canada where a receipt for the Prospectus issued in accordance with the Passport System shall have been obtained.

Notwithstanding the foregoing provisions of this paragraph 2.1, no Underwriter will be liable to the REIT with respect to a default by another Underwriter or a Selling Firm appointed by another Underwriter under this paragraph 2.1.

### **3. Covenants of the REIT**

The REIT covenants and agrees with the Underwriters that:

- 3.1 the Units will be duly and validly created, authorized and issued on the payment therefor and such Units will have attributes corresponding in all material respects to the descriptions thereof in the Prospectus and any Amendment;
- 3.2 it shall fulfill to the satisfaction of the Underwriters all legal requirements to be fulfilled by the REIT to enable the Units to be offered for sale and sold to the public in Canada by or through the Selling Firms who comply with all applicable Securities Laws in each of the Qualifying Jurisdictions; the REIT will use its reasonable best efforts to fulfill all legal requirements to permit the distribution of the Units in each Qualifying Jurisdiction as soon as possible but in any event not later than the Qualification Deadline; such fulfillment shall include, without limiting the generality of the foregoing, compliance with all applicable Securities Laws including, without limitation, compliance with all requirements with respect to the preparation and filing of the Preliminary Prospectus in each of the Qualifying Jurisdictions and the preparation and filing of the Prospectus in each of the Qualifying Jurisdictions with such changes from the Preliminary Prospectus as the REIT and the Underwriters (acting reasonably) may approve, such approval

to be evidenced by the signing of the Prospectus by the REIT and the Underwriters;

- 3.3 it shall allow and assist the Underwriters to participate fully in the preparation of the Prospectus, any Amendment and any Supplementary Material and shall allow the Underwriters to conduct all “due diligence” investigations which the Underwriters may reasonably require to fulfill the Underwriters’ obligations as underwriters and to enable the Underwriters responsibly to execute any certificate required to be executed by the Underwriters in such documentation;
- 3.4 it will comply with section 57 of the *Securities Act* (Ontario) and with the other comparable provisions of the applicable Securities Laws in each of the Qualifying Jurisdictions and during the period from the date of signing the Preliminary Prospectus to the completion of distribution of the Units, will promptly inform the Underwriters in writing of the full particulars of any material change (for greater certainty, material in the context of the Assets and the related business), actual, anticipated, contemplated or threatened, in the operating, financial or physical condition of the Assets or in the financial condition, assets, liabilities, business, affairs or operations of the REIT and its subsidiaries taken as a whole or of any change in any material fact (which, for purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained or referred to in the Preliminary Prospectus, the Prospectus or any Amendment or Supplementary Material, and of the existence of any material fact which is, or may be, of such a nature as to render the Preliminary Prospectus, the Prospectus or any Amendment or Supplementary Material, untrue, false or misleading in a material respect or result in a misrepresentation or which would result in the Prospectus not complying with applicable Securities Laws. The REIT shall, to the satisfaction of the Underwriters and their counsel acting reasonably, promptly comply with all applicable filing and other requirements under Securities Laws as a result of such change. The REIT shall, in good faith, first discuss with TD Securities any change in circumstances (actual or proposed within the REIT’s knowledge) which is of such a nature that there is reasonable doubt whether notice need be given to the Underwriters pursuant to this paragraph 3.4 and, in any event, prior to making any filing referred to in this paragraph 3.4. For greater certainty, it is understood and agreed that, during the period from the date of signing the Preliminary Prospectus to the completion of the distribution of the Units, if the Underwriters reasonably determine, after consultation with the REIT, that a material change or change in a material fact has occurred or a previously undisclosed material fact has been discovered which, in any case, makes untrue or misleading any statement of a material fact contained in the Prospectus or any Amendment or Supplementary Material thereto, or which may result in a misrepresentation, the REIT will:
  - 3.4.1 after consultation with the Underwriters, prepare and file promptly any Amendment which in its opinion and the opinion of the Underwriters, acting reasonably, may be necessary or advisable; and

- 3.4.2 contemporaneously with filing the Amendment under the applicable Securities Laws, deliver to the Underwriters:
  - 3.4.2.1 a copy of the Amendment, originally signed as required by the Securities Laws;
  - 3.4.2.2 an originally signed copy of all documents relating to the proposed distribution of the Units and filed with the Amendment under the applicable Securities Laws; and
  - 3.4.2.3 such other documents as the Underwriters shall reasonably require;
- 3.5 it will not, and will use its reasonable efforts to ensure that the trustees and senior officers of the REIT listed in the AIF under “Trustees and Officers of the REIT” (other than any of such trustees and/or senior officers who are not, as of the date of filing, employees of the REIT, but including any trustees of and/or senior officers employed by the REIT and not so listed in the AIF) do not, bid for or purchase, for their own account or any account in which they have a beneficial interest, any units of the REIT after the date hereof until the Closing Date without the written consent of TD Securities, not to be unreasonably withheld or delayed;
- 3.6 it will use its commercially reasonable efforts to achieve and maintain the REIT’s status in the Qualifying Jurisdictions as a reporting issuer, or its equivalent, not in default under the Securities Laws; and
- 3.7 it will ensure that, upon the issue thereof, the Units will be conditionally approved for listing on the Stock Exchange, subject only to compliance with standard listing conditions.

#### **4. Deliveries**

The REIT shall cause to be delivered to the Underwriters:

- 4.1 copies of the Preliminary Prospectus signed as required by the Securities Laws;
- 4.2 as soon as they are available, copies of the Prospectus and any Amendment signed, where applicable, as required by the Securities Laws;
- 4.3 a copy of any other document required by any Securities Laws to be filed by the REIT;
- 4.4 at the Closing Time and at the time of the delivery to the Underwriters pursuant to this paragraph 4 of the Prospectus or any Amendment, a comfort letter of the Auditors dated the Closing Date or the date of the Prospectus or Amendment, as the case may be, and addressed to the Underwriters and the board of trustees of the REIT, in form and substance reasonably satisfactory to the Underwriters, relating to the verification of the Financial Information contained or incorporated



by reference in the Prospectus or Amendment, as the case may be, and matters involving changes or developments since the respective dates of which the Financial Information is given to a date not more than two Business Days prior to the date of such letter, which letter shall be in addition to the Auditors' report incorporated by reference in the Prospectus or Amendment and the comfort letter, if any, of the Auditors addressed, in the case of the Prospectus, to the securities regulatory authorities in the Qualifying Jurisdictions; and

- 4.5 as soon as they are available, and in any event no later than noon on the first Business Day (for delivery in Toronto) or the second Business Day (for delivery elsewhere) following the issuance by securities regulatory authorities of the Qualifying Jurisdictions of a receipt in accordance with the Passport System for the Preliminary Prospectus, the Prospectus and any Amendment (as the case may be) and thereafter from time to time during the distribution of the Units, such numbers of copies of the Preliminary Prospectus, the Prospectus and any Amendment (including, in each case, copies of any documents or information incorporated by reference therein) for distribution to purchasers of the Units, as the Underwriters may reasonably require, without charge, in such cities in the Qualifying Jurisdictions as the Underwriters may reasonably request.

## **5. Representations and Warranties - Prospectus**

- 5.1 The delivery to the Underwriters of the documents referred to in paragraphs 4.1, 4.2, 4.3 and 4.5 hereof shall constitute the representation and warranty of the REIT to the Underwriters that: (i) each such document at the time of its respective delivery fully complied with the requirements of the Securities Laws pursuant to which it was or is prepared, and, as applicable, filed and that all the information and statements contained therein (except information and statements relating solely to Underwriters' Disclosure) are at the respective dates of delivery thereof, true and correct, contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the REIT and its subsidiaries, taken together, and the Units as required by applicable Securities Laws; and (ii) no material fact or information has been omitted therefrom and no other fact or information (except facts and information relating solely to Underwriters' Disclosure) has been omitted therefrom which is necessary to make the statements contained therein not misleading in light of the circumstances in which they were made.
- 5.2 The REIT consents to the use by the Underwriters of the documents referenced in paragraph 5.1 in connection with the distribution of the Units in the Qualifying Jurisdictions.

## 6. Representations and Warranties - General

- 6.1 The REIT represents and warrants to the Underwriters, and acknowledges that each of them is relying upon such representations and warranties, that:
- 6.1.1 each of the REIT Entities has been duly established and is validly existing under the laws of its jurisdiction of incorporation or formation, as the case may be, and has, through its trustees, directors, officers or general partner, as the case may be, all requisite power and capacity under its constating documents to carry on its business as now conducted and as presently proposed to be conducted and to own, lease and operate its properties and assets, including the Assets, and, in the case of the REIT, to execute, deliver and carry out its obligations under this Agreement;
  - 6.1.2 each of the REIT Entities has conducted and is conducting its business in compliance in all material respects with all applicable laws, rules, environmental legislation, regulations, licences and permits and is licensed, registered or qualified and has all necessary licences and permits in all jurisdictions in which it carries on business to enable its business as now conducted to be carried on and to enable the Assets to be owned or to be leased and to be operated, except where the failure to be so licensed, registered or qualified would not have a material adverse effect on the REIT or the Assets, and all such licences, registrations, qualifications and permits are valid and existing and in good standing in all material respects and none of them contains any term, provision, condition or limitation which has a material adverse effect on the Assets. The REIT is not aware of any legislation, regulation, by law or other lawful requirement currently in force or proposed to be brought into force by any governmental authority with which the REIT will be unable to comply and/or which would materially adversely affect the Assets, or the REIT's operations or financial condition;
  - 6.1.3 the REIT has conducted and is conducting its business in compliance in all material respects with the terms and provisions of the Declaration of Trust;
  - 6.1.4 except as disclosed to the Underwriters or as set forth in the Prospectus and any Amendments, as of the Closing Time the REIT will be, directly or indirectly, the beneficial owner of its Assets or its interests therein, and any and all material agreements pursuant to which the REIT will hold any such interests will be, at the Closing Time valid and subsisting agreements in full force and effect, enforceable by the REIT in accordance with their respective terms;

- 6.1.5 no REIT Entity is in default of any of the provisions of any agreements referred to in paragraph 6.1.4, which default may be material to the REIT's ability to maintain beneficial ownership of its Assets or its interests therein or which may have a material adverse effect upon any such Assets or upon the operation of the business of the REIT as now conducted or proposed to be conducted in respect of such Assets, nor has any such default been alleged and such Assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situate; all leases pursuant to which the REIT derives or will derive its interests in such Assets are in good standing and there has been no material default under any such leases (except for minor and temporary arrears and other similar temporary defaults which occur in the ordinary course of business) and all realty or other property taxes required to be paid with respect to such Assets to the date hereof have been paid;
- 6.1.6 none of the REIT Entities is in default or in breach of, and the execution and delivery of this Agreement and all documents executed and/or delivered, or to be executed and/or delivered pursuant hereto (collectively, the "**Transaction Documents**"), the performance and compliance with the terms of this Agreement and the other Transaction Documents, and the issue and sale of the Units will not result in any breach of, or be in conflict with or constitute a default under, any term or provision of the Declaration of Trust, any resolution of the trustees or unitholders of the REIT or any mortgage, note, indenture, contract, agreement, written or oral, instrument, lease or other document to which any of the REIT Entities is or will at the Closing Time be a party or by which any of the REIT Entities or their property is or will be bound or any judgment, decree, order, statute, rule or regulation applicable to any of the REIT Entities, except in each case, any breach or default which could not reasonably be expected to have a material adverse effect on the REIT;
- 6.1.7 the REIT, through its trustees in their capacity as such, has all requisite power and authority: (i) to enter into this Agreement; (ii) to issue and deliver the Units in accordance with the provisions of this Agreement; and (iii) to carry out all the terms and provisions of this Agreement;
- 6.1.8 the representations and warranties of the REIT Entities contained in the Transaction Documents to which any REIT Entity is a party shall be true and correct in all material respects:
- 6.1.8.1 as of the date hereof, in the case of Transaction Documents executed on or before the date hereof (except to the extent such representations and warranties were given only as of a specified date prior to the date hereof); or

6.1.8.2 as of the date of execution, in the case of Transaction Documents executed after the date hereof;

provided that in the case of subparagraph 6.1.8.2, all such Transaction Documents shall be executed in a form agreed to between the REIT and the Underwriters and their counsel, each acting reasonably, on or before the Closing Date;

- 6.1.9 this Agreement and the other Transaction Documents to which any of the REIT Entities is a party, have been or, as the case may be, will at the Closing Time be, duly authorized, executed and delivered by the relevant REIT Entities and constitute or, as the case may be, will constitute when so executed and delivered legal, valid and binding obligations of the relevant REIT Entities, enforceable in accordance with their respective terms, except where enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity where equitable remedies are sought and except as rights to indemnity and contribution may be limited by applicable laws;
- 6.1.10 the REIT is authorized to issue an unlimited number of units, of which, as of the date hereof, 35,978,139 units are issued and outstanding as fully-paid units of the REIT or as partially paid units of the REIT issued under the LTIP;
- 6.1.11 as of the date hereof, 9,110,269 Class B limited partnership units of Retrocom Limited Partnership exchangeable on a one-for-one basis for units of the REIT are issued and outstanding as fully paid units of Retrocom Limited Partnership;
- 6.1.12 the issued and outstanding units of the REIT are listed on the Stock Exchange, and the REIT has applied to the Stock Exchange to have the Units listed on the Stock Exchange;
- 6.1.13 none of the REIT Entities has securities outstanding which are convertible into or exchangeable or exercisable for units of the REIT and there are no outstanding options or rights to subscribe for any of the unissued units of the REIT except as disclosed in the Prospectus and any Amendments, or except as have been disclosed in writing to the Underwriters;
- 6.1.14 the financial statements of the REIT included in the Prospectus have been prepared in accordance with Canadian generally accepted accounting principles applied on a basis consistent with prior periods (except as disclosed in such financial statements) for the year ended December 31, 2010, and in accordance with International Financial

Reporting Standards for the three and nine months ended September 30, 2011 and such financial statements contain no misrepresentation;

- 6.1.15 there has not been any reportable event (within the meaning of NI 51-102) with the Auditors;
- 6.1.16 the REIT will apply the net proceeds from the issue and sale of the Units to be issued and sold by it hereunder substantially in accordance with the disclosure set forth under the heading "Use of Proceeds" in the Prospectus;
- 6.1.17 other than as disclosed in the Prospectus or any Amendment, neither the REIT nor its agents acting on its behalf, have approved or entered into any agreement in respect of:
  - 6.1.17.1 the purchase of any property or the sale, transfer or other disposition of any property currently owned or to be owned, directly or indirectly, by the REIT, whether by asset sale, transfer of shares, or otherwise which would be material to the REIT; or
  - 6.1.17.2 the sale of all or substantially all of the Assets;
- 6.1.18 other than as publicly disclosed by the REIT or except as disclosed to the Underwriters:
  - 6.1.18.1 no distributions to holders of units of the REIT have been declared or paid by the REIT and no capital expenditures or commitments therefor have been made by the REIT;
  - 6.1.18.2 the REIT has not incurred any material obligation or liability, direct, contingent or otherwise; and
  - 6.1.18.3 no transactions of a nature material to the REIT have been entered into or approved by the REIT;
- 6.1.19 other than as may be required under the Securities Laws and the rules and by-laws of the Stock Exchange, no consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required for the issue and sale of the Units as contemplated by this Agreement;
- 6.1.20 there is no legal or governmental action, proceeding or investigation pending or, to the knowledge of the REIT, threatened, which would question the validity of the issuance or sale of the Units or the validity of any action taken or to be taken by the REIT in connection with this Agreement;

- 6.1.21 on or before the Closing Time, all actions required to be taken by or on behalf of the REIT, including the passing of all requisite resolutions of the trustees of the REIT shall have occurred so as to validly authorize the issue and sale of the Units;
- 6.1.22 all offerings of units and debentures convertible into units made by the REIT from October 31, 2006 to December 31, 2010 were within the safe harbour limits set out in the “normal growth guidelines” issued by the Department of Finance (Canada) on December 15, 2006 as amended on December 4, 2008, in connection with the SIFT Rules;
- 6.1.23 following the internal reorganization of the REIT effective October 31, 2010, the REIT has continuously qualified for the REIT Exception under the SIFT Rules as currently enacted and the REIT expects to continue to qualify under the REIT Exception, as proposed to be amended, throughout 2012 and subsequent taxation years;
- 6.1.24 there are no actions, suits, proceedings, inquiries or investigations pending or, to the knowledge of the REIT, threatened against or affecting the Assets or the REIT Entities at law or in equity or before or by any federal, provincial, municipal or other bureau, agency or instrumentality, domestic or foreign, which may in any way materially and adversely affect the Assets taken as a whole, except as disclosed to the Underwriters;
- 6.1.25 insurance coverage against such risks in such amounts as are reasonable for prudent owners of similar businesses is maintained by the REIT and the REIT Entities in respect of the Assets or is arranged by the trustees and the directors of the REIT and the REIT Entities, as the case may be, with responsible insurers and that coverage is, and will immediately following the Closing Date be, in full force and effect for the Properties; buildings constructed on the Properties were constructed in accordance with building permits properly issued therefor, if required, and in material compliance with all applicable building and zoning by-laws; and there are no material defects in such buildings; except as disclosed to the Underwriters or where it would not have a material adverse effect on the REIT, the REIT has received no notice of any outstanding work orders or deficiency notices relating to such buildings from or required by any police or fire department, sanitation, health authorities or from any other federal, provincial or municipal authority and there is no matter under discussion with any such departments or authorities relating to work orders; except as disclosed to the Underwriters or where it would not have a material adverse effect on the REIT, such buildings and all chattels required for the effective operation of such buildings are in good operating condition and are in a state of good repair and maintenance;

- 6.1.26 except as previously disclosed to the Underwriters:
- 6.1.26.1 all of the Properties and the buildings constructed and operations thereon, to the knowledge of the REIT are in material compliance with all applicable federal, provincial and municipal environmental, health and safety laws, statutes, regulations by laws, permits and common law requirements;
  - 6.1.26.2 none of such Properties, buildings or operations is, to the knowledge of the REIT, subject to any judicial or administrative proceeding alleging the violation of any federal, provincial or municipal environmental, health or safety law, statute, regulation permit, by law or common law requirements or is subject to any investigation, by or on behalf of a REIT Entity, evaluating whether any action is needed to respond to the presence or a release of any Hazardous Material at, under, in, through or into the environment, except where it would not have a material adverse effect on the REIT;
  - 6.1.26.3 no REIT Entity nor, to the best of the REIT's knowledge, any tenant in any Property, has filed or received any notice required under any federal, provincial or municipal law indicating past or present treatment, storage or disposal of a Hazardous Material or reporting a spill or other release of a Hazardous Material into the environment involving any of the Properties other than those which have been remedied;
  - 6.1.26.4 none of the Properties (other than the Property located at 24 Miikana Way, Kenora, Ontario), has at any time been used as a waste storage site or waste disposal site or has been used to operate a waste management business and, to the best of the REIT's knowledge, no such use was made of any of the Properties prior to the purchase of such Properties by or on behalf of the REIT;
  - 6.1.26.5 no REIT Entity has any contingent liability of which the REIT has knowledge or reasonably should have knowledge in connection with any release or the presence of any Hazardous Material on, at, under, through or into the environment from any of Properties or the buildings and operations thereon;
  - 6.1.26.6 neither the REIT nor, to the knowledge of the REIT, any tenant in any Property, generates, transports, treats, stores, handles, processes or disposes of any Hazardous Material,

including any waste, subject waste, hazardous waste, deleterious substance or industrial waste (as defined in applicable federal, provincial or municipal legislation) on, at, under or from any of the Properties in contravention of applicable federal, provincial or municipal laws, statutes, regulations, by laws, permits, or common law requirements enacted for the protection of the natural environment or human health; and

6.1.26.7 to the knowledge of the REIT, no underground storage tanks, vessels, sumps or surface impoundments containing a petroleum product or other Hazardous Material are located on or under any of the Properties in contravention of applicable federal, provincial or municipal laws, statutes, regulations, by laws, permits, or common law requirements enacted for the protection of the natural environment or human health;

where for the purposes of this paragraph 6.1.26, the “knowledge” of the REIT is based upon the internal reporting processes of the REIT pursuant to which its Property managers regularly report to the REIT in respect of the Properties and certain matters, including environmental matters, related thereto, and the REIT has no reason to believe that such internal reporting processes would fail to disclose to the REIT any issue referred to in subparagraphs 6.1.26.2, 6.1.26.3 and 6.1.26.7, and “Hazardous Material” means any contaminant, pollutant, waste, subject waste, hazardous waste, deleterious substance, industrial waste, toxic matter or any other substance including breakdown products or related substances that when released into the natural environment is likely to cause, at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and, without restricting the generality of the foregoing, includes any contaminant, pollutant, waste, subject waste, deleterious substance, industrial waste, toxic matter, hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws or regulations enacted for the protection of the natural environment or human health; and

6.1.27 except as disclosed in the Prospectus, none of the trustees, directors, officers or employees of any of the REIT Entities, any Person who, immediately following the Closing Time, will own, directly or indirectly, more than 10% of any class of securities of the REIT, or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any material transaction or any proposed material transaction with the REIT Entities.



## 7. Closing of the Offering

7.1 The closing of the purchase and sale of the Units provided for in this Agreement shall be completed at the offices of Fasken Martineau DuMoulin LLP, 333 Bay Street, Suite 2400, Bay Adelaide Centre, Toronto, Ontario at the Closing Time. The closing of the purchase and sale of the Additional Units provided for in the Over-Allotment Option, to the extent the Over-Allotment Option is exercised, shall be completed at such office at the Option Closing Time.

7.2 The following are conditions precedent to the obligations of the Underwriters under this Agreement, which conditions may be waived in writing in whole or in part by TD Securities, on behalf of the Underwriters:

7.2.1 receipt by the Underwriters of the following documents:

7.2.1.1 favourable legal opinions, dated the Closing Date, from the REIT's counsel, Fasken Martineau DuMoulin LLP, and from the Underwriters' counsel, Torys LLP, with respect to all such matters as the Underwriters may reasonably request, including, without limiting the generality of the foregoing:

- (i) as to the due formation or incorporation, as the case may be, and valid existence under the laws of its jurisdiction of formation or incorporation, as the case may be, of each of the REIT Entities that are shown in the chart contained in the section of the AIF entitled "Structure of the REIT" (the "**Opinion Entities**") and as to the adequacy of the power of the REIT to carry out its obligations under this Agreement and to issue the Units;
- (ii) as to the authorized and issued capital of the REIT;
- (iii) that except as disclosed in the Prospectus, the REIT is the registered owner of all of the issued and outstanding shares or units of each of its directly owned subsidiaries;
- (iv) that each of the Opinion Entities has all requisite power and capacity under the laws of its jurisdiction of formation or incorporation, as the case may be, and all other jurisdictions where it carries on a material part of its business or owns any material property to carry on its business, to own or lease its properties and assets and to carry out the

transactions contemplated by the Prospectus and any Amendments;

- (v) that all necessary action has been taken by the REIT to authorize the execution and delivery of each of the Preliminary Prospectus, the Prospectus and any Amendments, and the filing of such documents under the Securities Laws in each of the Qualifying Jurisdictions, to validly issue the Units to the Underwriters, and to authorize the performance by the REIT of this Agreement;
- (vi) that the Units have been validly issued and, upon the REIT receiving payment of the purchase price for such Units, will be outstanding as fully paid units of the REIT;
- (vii) that the attributes of the Units are consistent in all material respects with the description thereof in the Prospectus;
- (viii) that none of (a) the execution and delivery of this Agreement, (b) the performance and compliance with the terms of this Agreement, or (c) the issue and sale of the Units results in any breach of, or is in conflict with or constitutes a default under or create a state of facts (whether after notice or lapse of time or both) which constitutes a default under, any of the terms, conditions or provisions of the constating documents, regulations, by laws or resolutions of the boards or securityholders of any of the REIT Entities or, to the actual knowledge of the specific lawyers of Fasken Martineau DuMoulin LLP located in the Toronto office having involvement in the preparation of the Prospectus and without having undertaken any investigation or inquiry, of any agreement or instrument, including the Transaction Documents, by which any of the REIT Entities is bound;
- (ix) that all necessary action has been taken by the REIT to authorize the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the REIT and constitutes a legal, valid and binding obligation of the REIT, enforceable in accordance with its terms, except as enforcement of this Agreement may be limited by

bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought and subject to other customary qualifications; provided that such counsel may express no opinion as to the enforceability of the indemnity and contribution provisions of paragraph 8 of this Agreement;

- (x) confirming its opinions in the Prospectus under the headings “Eligibility for Investment” and “Certain Canadian Federal Income Tax Considerations”;
- (xi) that CIBC Mellon Trust Company at its principal office in Toronto has been duly appointed as the transfer agent and registrar for units of the REIT;
- (xii) that all necessary documents have been filed, all requisite proceedings have been taken and all other legal requirements have been fulfilled by the REIT under the Securities Laws to qualify the Units for distribution to the public in each such Qualifying Jurisdiction through dealers duly and properly registered under the applicable legislation of such Qualifying Jurisdiction who have complied with the relevant provisions of such applicable legislation;
- (xiii) that the form and terms of the certificates representing the units of the REIT have been duly approved by the REIT;
- (xiv) that the Units have been conditionally approved for listing by the Stock Exchange, subject to the REIT fulfilling all of the requirements of the Stock Exchange, and will be listed on the Stock Exchange effective at the Closing Time; and
- (xv) as to all other legal matters reasonably requested by counsel to the Underwriters relating to the distribution of the Units,

it being understood that such counsel may rely on customary assumptions and qualifications and on the opinions of local counsel acceptable to them as to matters governed by the laws of jurisdictions other than the Province of Ontario or Canada and may rely, to the extent

appropriate in the circumstances, as to matters of fact on certificates of the REIT's officers; and the Underwriters' counsel may rely on the opinion of the REIT's counsel as to matters which specifically relate to the REIT Entities;

7.2.1.2 in the event that a United States Purchaser has agreed to purchase Units, a favourable legal opinion, dated as of the date on which the Closing Time occurs, from Dorsey & Whitney LLP, special United States counsel, that the offer and sale of Units in the United States does not require registration under the United States Securities Act of 1933, as amended, provided that such offer and sale of Units in the United States is made in accordance with the terms as set out in Schedule A hereto;

7.2.1.3 a certificate or certificates, dated the date of delivery and signed by the chief executive officer and/or the chief financial officer of the REIT, or such other officers of the REIT as may be acceptable to the Underwriters, certifying on behalf of the REIT and without personal liability:

- (i) that the REIT has complied with all terms and conditions of this Agreement to be complied with by the REIT at or prior to the Closing Time;
- (ii) that the representations and warranties of the REIT contained herein are true and correct as of the Closing Time with the same force and effect as if made at and as of such time;
- (iii) that no order, ruling or determination having the effect of ceasing or suspending trading in units of the REIT has been issued and no proceedings for such purpose are pending or, to the best of the knowledge, information and belief of the persons signing such certificate, are contemplated or threatened;
- (iv) that to the best of the knowledge, information and belief of the persons signing such certificate, after having made reasonable inquiries, since the date of the Prospectus and any Amendments thereto there has been no material adverse change, financial or otherwise, to such date in the operating, financial or physical condition of the Assets, or in any current or intended business, affairs, operations, assets, liabilities (contingent or otherwise), capital or

ownership of the REIT or the REIT Entities, from that disclosed in the Prospectus or any Amendment (as they existed at the time of filing); and

- (v) as to such other matters of a factual nature as the Underwriters and the Underwriters' counsel may reasonably request;

7.2.1.4 the comfort letter from the Auditors required to be delivered at the Closing Time pursuant to paragraph 4.4 and "brought down" to within 2 Business Days of the Closing Date;

7.2.1.5 evidence satisfactory to the Underwriters that the REIT has obtained all necessary approvals for the listing of the Units on the Stock Exchange subject only to the filing of documents within the times established by the Stock Exchange;

7.2.1.6 evidence satisfactory to the Underwriters that the REIT has authorized and approved this Agreement, the issuance of the Units and all matters relating thereto; and

7.2.1.7 one or more definitive certificates representing a document constituting the Units registered in the name of CDS & Co., or in such name or names as the Underwriters may direct, against payment to the REIT, or as the REIT may direct, of the Purchase Price, less the full amount of the Underwriting Fee payable to the Underwriters, by wire transfer,

all in form and substance reasonably satisfactory to the Underwriters;

7.2.2 the Transaction Documents being executed by the parties thereto on or before the Closing Time in form and substance satisfactory to the Underwriters, acting reasonably;

7.2.3 the representations and warranties of the REIT contained herein being true and correct as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated hereby;

7.2.4 the REIT having complied with all covenants and satisfied all terms and conditions to be complied with and satisfied by it at or prior to the Closing Time; and

7.2.5 the Underwriters not having previously terminated their obligations pursuant to paragraph 10 of this Agreement.

- 7.3 It shall be a condition precedent to the obligations of the Underwriters to purchase the Additional Units, if any, that:
- 7.3.1 the Underwriters shall have received a certificate dated the date of the Option Closing Date in form contemplated pursuant to subparagraph 7.2.1.3, with reference therein to “Closing Time” being to “Option Closing Time”;
  - 7.3.2 a comfort letter from the Auditors contemplated pursuant to paragraph 4.4 “brought down” to within two Business Days of the Option Closing Date; and
  - 7.3.3 a definitive certificate representing the applicable Additional Units registered as contemplated pursuant to subparagraph 7.2.1.7 against payment of the Additional Purchase Price therefor as contemplated pursuant to subparagraph 7.2.1.7,  
  
all in form and substance satisfactory to the Underwriters, acting reasonably; and
  - 7.3.4 the conditions in subparagraphs 7.2.3, 7.2.4 and 7.2.5 shall be complied with or satisfied, with reference therein to “Closing Time” being to “Option Closing Time”.
- 7.4 It shall be a condition precedent to the REIT’s obligations to issue the Units that:
- 7.4.1 the Underwriters shall have made or delivered, or caused to be made or delivered, to the REIT, or as the REIT may direct, a wire transfer representing the Purchase Price payable by the Underwriters for the Units less an amount equal to the full amount of the Underwriting Fee;
  - 7.4.2 the Underwriters shall have complied with the covenants and satisfied all terms and conditions to be complied with and satisfied by them at or prior to the Closing Time;
  - 7.4.3 no order shall have been made and no proceedings for such purpose being pending or threatened which restricts in any manner the distribution of the Units or the completion of the transactions contemplated by the Transaction Documents; and
  - 7.4.4 the Transaction Documents and any other agreements reasonably required by the REIT being executed by the parties thereto on or before the Closing Time in form and substance satisfactory to the REIT, acting reasonably and all of the conditions therein have been fulfilled (or waived) prior to the Closing Time.

- 7.5 It shall be a condition precedent to the REIT's obligations to issue the Additional Units that:
- 7.5.1 the Underwriters shall have made or delivered, or caused to be made or delivered, to the REIT, or as the REIT may direct, a wire transfer representing the Additional Purchase Price payable by the Underwriters for the Additional Units less an amount equal to the full amount of the applicable Underwriting Fee;
  - 7.5.2 the Underwriters shall have complied with the covenants and satisfied all terms and conditions to be complied with and satisfied by them at or prior to the Option Closing Time;
  - 7.5.3 no order shall have been made and no proceedings for such purpose being pending or threatened which restricts in any manner the distribution of the Additional Units or the completion of the transactions contemplated by the Transaction Documents; and
  - 7.5.4 the Transaction Documents and any other agreements reasonably required by the REIT being executed by the parties thereto on or before the Option Closing Time in form and substance satisfactory to the REIT, acting reasonably and all of the conditions therein have been fulfilled (or waived) prior to the Option Closing Time.
- 7.6 The REIT shall make all necessary arrangements for the exchange of the definitive certificate representing the Units delivered pursuant to paragraph 7.2.1.7 hereof, on the date of delivery, at the principal office in Toronto of the duly appointed registrar and transfer agent for the Units, or its agent, for definitive certificates representing the Units in such amounts and registered in such names as shall be designated in writing by any Selling Firm not less than 72 hours prior to the Closing Time or the Option Closing Time, as the case may be. All such exchanges are to be made without cost to the Selling Firms, other than any applicable transfer taxes.

## 8. Indemnity

- 8.1 The REIT shall protect, indemnify and hold harmless each of the Underwriters and their respective directors, officers, employees and agents (the "**Indemnified Parties**") from and against all losses (other than losses of profit), claims, costs, damages, liabilities and expenses including, without limitation, the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims, commenced or threatened, and any and all reasonable and documented expenses whatsoever including the reasonable and documented fees and expenses of counsel of any Underwriter that may be incurred in investigating, preparing for and/or defending any action, suit, proceeding, investigation or claim made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the "**Claims**") to which an Indemnified

Party may become subject insofar as the Claims are caused by, result from or arise directly or indirectly by reason of:

- 8.1.1 any information or statement (except any information or statement relating to Underwriters' Disclosure) contained in the Preliminary Prospectus, the Prospectus, or any Amendment or Supplementary Material, being or being alleged to be a misrepresentation or untrue, or any omission or alleged omission to state therein any fact or information (except facts or information relating solely to Underwriters' Disclosure) required to be stated therein or necessary to make any of the statements therein not misleading in light of the circumstances in which they were made;
  - 8.1.2 any order made or any inquiry, investigation or proceeding commenced or threatened by any securities regulatory or other authority, based upon any untrue statement, omission or misrepresentation or alleged untrue statement, omission or misrepresentation (except a statement, omission or misrepresentation relating solely to Underwriters' Disclosure) in the Preliminary Prospectus, the Prospectus, or any Amendment or Supplementary Material (except any document or material delivered or filed solely by the Underwriters) preventing or restricting the trading in or the sale or distribution of the Units or any of them or any other securities of the REIT in any of the Qualifying Jurisdictions;
  - 8.1.3 any breach or default by the REIT under any representation, warranty, covenant or agreement of the REIT contained in this agreement or in any other documents to be delivered pursuant hereto or the failure of the REIT to comply with its obligations hereunder or thereunder; or
  - 8.1.4 any failure of the REIT to comply with any applicable Securities Laws.
- 8.2 If any Claim contemplated by this paragraph 8 shall be asserted against any of the Indemnified Parties, or if any potential Claim contemplated by this paragraph 8 shall come to the knowledge of any of the Indemnified Parties, the Indemnified Party concerned shall notify the REIT as soon as possible of the nature of such Claim (provided that any failure to so notify shall not, except to the extent of actual prejudice to the REIT therefrom, affect the REIT's liability under this paragraph 8), and the REIT shall, subject as hereinafter provided, be entitled (but not required) to assume the defence on behalf of the Indemnified Party of any suit brought to enforce such Claim. Any such defence shall be through legal counsel acceptable to the Indemnified Party (acting reasonably) and no admission of liability shall be made by the REIT or the Indemnified Party without, in each case, the prior written consent of all the parties hereto that are a party thereto, such consent not to be unreasonably withheld. An Indemnified Party shall have the right to employ separate counsel in any such suit and participate in the defence



thereof but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless: (i) the REIT fails to assume the defence of such suit on behalf of the Indemnified Party within 10 Business Days of receiving notice of such suit; (ii) the employment of such counsel has been authorized by the REIT; or (iii) the named parties to any such suit include both the Indemnified Party and the REIT, and the Indemnified Party shall have been advised by counsel that there may be one or more legal defences available to the Indemnified Party which are different from or in addition to those available to the REIT (in each of which cases the REIT shall not have the right to assume the defence of such suit on behalf of the Indemnified Party, and the REIT shall be liable to pay the reasonable and documented fees and expenses of the counsel for the Indemnified Party). It is the intention of the REIT to constitute the Underwriters as trustees for the Indemnified Parties, of the covenants of the REIT under this paragraph 8 with respect to the Indemnified Parties and the Underwriters agree to accept such trust and to hold and enforce such covenants on behalf of such Persons. It is understood, however, that the REIT will, in connection with any one such Claim, or separate but substantially similar or related Claims in the same jurisdiction arising out of the same allegations or circumstances, be liable for the reasonable and documented fees and expenses of only one separate law firm (in addition to any local counsel) at any time for all such Indemnified Parties; provided that if counsel to the Indemnified Parties shall have advised the Indemnified Parties in writing that the interests of one or more Indemnified Parties differ from or conflict with those of other Indemnified Parties, the REIT will also be liable for the reasonable and documented fees of such number of separate law firms (in addition to any local counsel) as are reasonably necessary to represent the differing or conflicting interests of each of the Indemnified Parties.

- 8.3 The REIT hereby waives its right to recover contribution from the Underwriters with respect to any liability of the REIT by reason of or arising out of any misrepresentation contained in the Prospectus, or any Amendment or Supplementary Material (except facts or information relating solely to Underwriters' Disclosure).
- 8.4 If for any reason the indemnification provided for in paragraph 8.1 is unavailable, in whole or in part, to an Indemnified Party in respect of any Claim for which indemnity is provided in paragraph 8.1, and subject to the restrictions and limitations referred to therein, the REIT shall contribute to the amount paid or payable (or, if such indemnity is unavailable only in respect of a portion of the amount so paid or payable, such portion of the amount so paid or payable) by such Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect the relative benefits received by the REIT on the one hand and the Underwriters on the other hand from the sale of the Units; provided, however, that the Indemnified Parties shall not in any event be liable to contribute, in the aggregate, any amount in excess of the amount of the Underwriting Fee.

The relative benefits received by the REIT on the one hand and the Underwriters on the other hand shall be deemed to be in the proportion that the total proceeds received from the sale of the Units (net of the Underwriting Fee) is to the Underwriting Fee. The amount paid or payable by an Indemnified Party as a result of such Claims referred to above shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such Claims, whether or not resulting in any such Claim.

- 8.5 The Underwriters shall not be entitled to the rights of indemnity and contribution contained in this paragraph 8 if the REIT has complied with the provisions of paragraph 3.4 and the Person asserting any Claim for which indemnity would otherwise be available was not provided with a copy of the Prospectus or was not provided with a copy of any Amendment which corrects any misrepresentation contained in the Prospectus which is the basis for such Claim and which Prospectus or Amendment is required under Securities Laws to be delivered to such Person by the Underwriters or members of any Selling Firm.

## **9. Expenses**

Whether or not the transactions herein contemplated shall be completed, all expenses of or incidental to the authorization, issue, delivery and sale of the Units and of or incidental to all other matters in connection with the transactions herein set out shall be borne by the REIT, including, without limitation, all costs in connection with the proposed public offering, including the fees and expenses of the REIT's counsel, auditors, transfer agents and outside consultants (if any), filing fees, stock exchange listing fees, the costs and expenses of filing and qualifying in each of the Qualifying Jurisdictions, and of preparing, printing and delivering, the Preliminary Prospectus, the Prospectus and any Amendment, the preparation of marketing presentations and the holding of information meetings, out-of-pocket costs related to information meetings and travel, and all reasonable and customary and documented out-of-pocket expenses of the Underwriters and all fees and disbursements of Underwriters' counsel as agreed between the REIT and the Underwriters.

## **10. Termination**

- 10.1 In addition to any other remedies which may be available to the Underwriters, any Underwriter shall be entitled, at the Underwriter's option, to terminate and cancel, without any liability on the Underwriter's part, the Underwriter's obligations under this Agreement if, prior to the Closing Time:

- 10.1.1 any inquiry, investigation or other proceeding is commenced or any order (other than an order referred to in paragraph 10.1.4) is issued under or pursuant to any statute of Canada or of any province or territory of Canada, or otherwise (other than an inquiry, investigation, proceeding or order based upon the activities or alleged activities of the Underwriters or the Selling Firms), or there is any change of law, or the interpretation or administration thereof, which in the reasonable

opinion of the Underwriter operates to prevent or restrict the trading in the Units or any other securities of the REIT or the distribution of the Units or any other securities of the REIT, by giving the REIT written notice to that effect not later than the Closing Time;

- 10.1.2 there shall occur or be discovered any material change, actual, anticipated or threatened, in the operating, financial or physical condition of the Assets or in the financial condition, assets, liabilities, business, affairs or operations of the REIT or any change in any material fact contained or referred to in the Prospectus or any Amendment or Supplementary Material thereto, or there shall arise or be discovered any new material fact or a change in a material fact which is, or may be, of such a nature as to render the Prospectus or any Amendment or Supplementary Material thereto, untrue, false or misleading in a material respect or result in a misrepresentation (other than a change or fact related solely to the Underwriters or the Selling Firms), which in the reasonable opinion of the Underwriter could be expected to have a material adverse effect on the market price or value of the Units, by giving the REIT written notice to that effect not later than the Closing Time;
- 10.1.3 there should be announced, develop, occur or come into effect any event, action, state, condition or major financial occurrence of national or international consequence or any law or regulation which in the reasonable opinion of the Underwriter seriously adversely affects, or will seriously adversely affect, or involve, the Canadian financial markets or the Assets, business, operations or affairs of the REIT, by giving the REIT written notice to that effect not later than the Closing Time;
- 10.1.4 an order shall have been made by any securities regulatory authority which restricts in any manner the distribution of the Units or trading in the Units which remains outstanding for a sufficient length of time such that, in the reasonable opinion of the Underwriter, such order has materially adversely affected or may materially adversely affect the ability of such Underwriter to offer or to continue to offer the Units for sale in the Qualifying Jurisdictions, by giving the REIT written notice to that effect not later than the Closing Time; or
- 10.1.5 there shall have been, or have been announced by the appropriate governmental authorities, any change or any proposed change in the *Income Tax Act* (Canada) or other applicable legislation, the regulations thereunder, current administrative decisions or practices or court decisions or any other applicable rules which, in any such case, in the reasonable opinion of the Underwriter, might reasonably be expected to have a material adverse effect on the tax treatment of distributions made by the REIT to holders of units of the REIT.

If the Underwriters (or any one of them) terminate their obligations hereunder pursuant to this paragraph 10, the REIT's liability hereunder to the Underwriters (or any one of them) shall be limited to the REIT's indemnity obligations under paragraph 8 and payment of expenses referred to in paragraph 9 hereof.

## 11. Reliance on TD Securities

All steps or other actions which must or may be taken by the Underwriters in connection with this Agreement shall be taken by TD Securities, with the exception of the matters contemplated by paragraphs 8, 10, 12 and 13 on the Underwriters' behalf and the execution of this offer by the Underwriters shall constitute the authority of the REIT for accepting notification of any such steps or other actions from TD Securities.

## 12. Underwriters' Obligation to Purchase Units

12.1 The Underwriters' obligation to purchase the Units at the Closing Time shall be several and not joint, and the Underwriters' respective obligations in this respect shall be as to the following percentages of the aggregate amount of Units to be purchased at that time:

TD Securities	27.5%
CIBC	14.5%
RBC DS	14.5%
BMO	13.5%
Scotia Capital	12.0%
Macquarie	8.0%
Desjardins	5.0%
Canaccord Genuity	2.0%
National Bank	2.0%
Dundee	1.0%

12.2 If an Underwriter (a "**Refusing Underwriter**") does not complete the purchase and sale of the Units which that Underwriter has agreed to purchase under this Agreement (other than in accordance with paragraph 10 of this Agreement) (the "**Defaulted Units**"), the remaining Underwriters (the "**Continuing Underwriters**") will be entitled, at their option, to purchase all but not less than all of the Defaulted Units pro rata according to the principal amount of Units to have been acquired by the Continuing Underwriters under this Agreement or in any proportion agreed upon by the Continuing Underwriters. If no such arrangement has been made and the principal amount of Defaulted Units to be purchased by the Refusing Underwriters does not exceed 10% of the principal amount of the Units, the Continuing Underwriters will be obligated to purchase the Defaulted Units on the terms set out in this Agreement in proportion to their obligations under this Agreement. If the principal amount of Defaulted Units to be purchased by Refusing Underwriters exceeds 10% of the Units, the Continuing

Underwriters will not be obliged to purchase the Defaulted Units and, if the Continuing Underwriters do not elect to purchase the Defaulted Units:

- 12.2.1 the Continuing Underwriters will not be obliged to purchase any of the Units;
- 12.2.2 the REIT will not be obliged to sell less than all of the Units; and
- 12.2.3 the REIT will be entitled to terminate its obligations under this Agreement, in which event there will be no further liability on the part of the REIT or the Continuing Underwriters, except pursuant to the provisions of paragraphs 8 and 9 of this Agreement.

### **13. Conditions**

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

### **14. Survival**

All warranties, representations, covenants and agreements of the REIT contained in this Agreement or in any other Transaction Documents shall survive the purchase by the Underwriters of the Units and shall continue in full force and effect for the period hereinafter described, regardless of any investigation which the Underwriters may carry out or which may be carried out on behalf of the Underwriters or otherwise and notwithstanding any subsequent disposition by the Underwriters of the Units. Such warranties, representations, covenants and agreements of the REIT shall survive for such maximum period of time as the Underwriters may be entitled to commence an action, or exercise a right of rescission, with respect to a misrepresentation contained in the Prospectus or an Amendment or either of them, pursuant to applicable Securities Laws in any of the Qualifying Jurisdictions.

### **15. Concurrent Offerings**

The REIT shall not, without the prior written consent of TD Securities, not to be unreasonably withheld or delayed, directly or indirectly, offer to sell, grant any option for sale of, or otherwise dispose of, or announce any intention to do so, in a public offering or by way of private placement, any additional units of the REIT or any securities convertible or exchangeable into units of the REIT for a period of 90 days after the Closing Date, other than:

- (i) the Units offered under the Prospectus;
- (ii) units of the REIT issued pursuant to the terms of (i) the trust indenture between the REIT and BNY Trust Company of Canada dated July 8, 2010 in respect of the 6.75% convertible unsecured subordinated debentures of the REIT, and (ii) the trust indenture between the REIT and BNY Trust Company of Canada dated June 28, 2011 in respect of the 5.45% convertible unsecured subordinated debentures of the REIT;
- (iii) units of the REIT issued under the LTIP or any other security based compensation arrangement;
- (iv) units of the REIT issued pursuant to a distribution reinvestment plan;
- (v) units of the REIT issued upon conversion of class B limited partnership units of Retrocom Limited Partnership; and
- (vi) units of the REIT issued as consideration or partial consideration for the acquisition of real property or assets from an arm's length vendor.

## 16. Notice

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

in the case of the REIT:

700 Applewood Crescent  
Suite 300  
Vaughan, Ontario  
L4K 5X3

Attention: Richard Michaeloff  
Fax Number: 416-741-7993

with a copy, in case the REIT, to:

Fasken Martineau DuMoulin LLP  
333 Bay Street, Suite 2400  
Bay Adelaide Centre  
Toronto, Ontario, M5H 2T6

Attention: Anil Aggarwal  
Fax Number: 416-364-7813

in the case of TD Securities:

TD Tower, 9th Floor  
66 Wellington Street West  
Toronto, Ontario  
M5K 1A2

Attention: Armen Farian  
Fax Number: 416-982-2172

in the case of CIBC:

Brookfield Place, P.O. Box 500  
161 Bay Street, 7th Floor  
Toronto, Ontario  
M5J 2S8

Attention: Allan S. Kimberley  
Fax Number: 416-956-6320

in the case of RBC DS:

Royal Bank Plaza, 200 Bay Street  
North Tower, 4th Floor, P.O. Box 50  
Toronto, Ontario  
M5J 2W7

Attention: William Wong  
Fax Number: 416-842-8910

in the case of BMO:

1 First Canadian Place  
100 King Street West  
5th Floor, P.O. Box 150  
Toronto, Ontario  
M5X 1H3

Attention: Jonathan Li  
Fax Number: (416) 359-4639

in the case of Scotia Capital:

Scotia Plaza  
40 King Street West  
66th Floor  
Toronto, Ontario  
M5W 2X6

Attention: Stephen Sender  
Fax Number: 416-350-5785

in the case of Macquarie:

Brookfield Place - 181 Bay Street  
Suite 3100  
Toronto, Ontario  
M5J 2T3

Attention: John Bartkiw  
Fax Number: 416-628-3966

in the case of Desjardins:

145 King Street West  
Suite 2750  
Toronto, Ontario  
M5H 1J8

Attention: Mark Edwards  
Fax Number: 416-861-9992

in the case of Canaccord Genuity:

161 Bay Street  
Suite 3000  
Toronto, Ontario  
M5J 2S1

Attention: Justin Bosa  
Fax Number: 416-869-3876



in the case of National Bank:

The Exchange Tower  
Suite 3200, 130 King St. West  
P.O. Box 21  
Toronto, Ontario  
M5X 1J9

Attention: Andrew Wallace  
Fax Number: 416-869-6411

in the case of Dundee:

1 Adelaide Street East  
Suite 2700  
Toronto, Ontario  
M5C 2V9

Attention: Onorio Lucchese  
Fax Number: 416-350-3312

with a copy, in the case of any Underwriter, to Torys LLP:

79 Wellington Street West  
Suite 3000, TD Centre  
Toronto, Ontario  
M5K 1N2

Attention: Chris Fowles  
Fax Number: 416-865-7380

The REIT or any of the Underwriters may change its address by notice given in the manner aforesaid. Any such notice or other communication shall be deemed to have been given on the day on which it was delivered or sent by facsimile if received during normal business hours; otherwise it shall be deemed to have been received by 9:00 a.m. on the next Business Day.

**17. Time of Essence**

Time shall be of the essence of this Agreement.

**18. Governing Law**

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

## **19. Counterparts**

This Agreement 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. Counterparts may be executed and delivered either in original or faxed form, and the parties may adopt any signatures received by a receiving fax machine as original signatures of the parties.

## **20. No Fiduciary Duty**

The REIT hereby acknowledges that (i) the purchase and sale of the Units pursuant to this Agreement is an arm's-length commercial transaction between the REIT on the one hand, and the Underwriters and any affiliate through which they may be acting to effect sales, on the other, (ii) such Underwriters are acting as principal and not as an agent or fiduciary of the REIT and (iii) the REIT's engagement of such Underwriters in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, the REIT agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether any of such Underwriters has advised or is currently advising the REIT on related or other matters). The REIT agrees that it will not claim that such Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the REIT in connection with the offering of Units or the process leading thereto.

## **21. Acknowledgement**

The parties acknowledge and agree that this Agreement shall be conclusively taken to have been executed by, or by officers of the REIT on behalf of, the trustees of the REIT only in their capacity as trustees of the REIT and that the obligations of the REIT hereunder are not personally binding upon any trustee thereof, any registered or beneficial holder of units in the REIT (a "**Unitholder**") or any annuitant under a plan of which a Unitholder acts as trustee or carrier, and resort shall not be had to, nor shall recourse or satisfaction be sought from, any of the foregoing or the private property of any of the foregoing, but the property of the REIT only shall be bound by such obligations. Any obligation of the REIT set out in this Agreement shall to the extent necessary to give effect to such obligation be deemed to constitute, subject to the provisions of the previous sentence, an obligation of the trustees of the REIT in their capacity as trustees of the REIT only.

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

Yours very truly,

**TD SECURITIES INC.**

*“Armen Farian”*

---

Name: Armen Farian

Title: Vice President & Director

**CIBC WORLD MARKETS INC.**

*“Alan S. Kimberley”*

---

Name: Allan S. Kimberley

Title: Vice Chairman & Managing Director

**RBC DOMINION SECURITIES INC.**

*“William Wong”*

---

Name: William Wong

Title: Managing Director

**BMO NESBITT BURNS INC.**

*“Jonathan Li”*

---

Name: Jonathan Li

Title: Director

**SCOTIA CAPITAL INC.**

*“Stephen Sender”*

---

Name: Stephen Sender

Title: Managing Director

**MACQUARIE CAPITAL MARKETS  
CANADA LTD.**

*“John Bartkiw”*

---

Name: John Bartkiw

Title: Managing Director

*“Ron Rimer”*

---

Name: Ron Rimer

Title: Executive Director

**DESJARDINS SECURITIES INC.**

*“Mark Edwards”*

---

Name: Mark Edwards

Title: Managing Director

**CANACCORD GENUITY CORP.**

*“Justin Bosa”*

---

Name: Justin Bosa

Title: Managing Director

**NATIONAL BANK FINANCIAL INC.**

*“Andrew Wallace”*

---

Name: Andrew Wallace

Title: Director

**DUNDEE SECURITIES LTD.**

*“Onorio Lucchese”*

---

Name: Onorio Lucchese

Title: Managing Director

Accepted and agreed to as of January 20, 2012.

**RETROCOM MID-MARKET REAL  
ESTATE INVESTMENT TRUST**

*“Richard Michaeloff”*

---

Name: Richard Michaeloff

Title: President & Chief Executive Officer

SCHEDULE A

SCHEDULE A

UNITED STATES OFFERS AND SALES

As used in this Schedule A, the following terms shall have the meanings indicated:

**“Directed Selling Efforts”** means “directed selling efforts” as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule A, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Units, and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Units;

**“Foreign Issuer”** means a “foreign issuer” as that term is defined in Regulation S;

**“General Solicitation”** or **“General Advertising”** mean “general solicitation” or “general advertising”, as used in Rule 502(c) of Regulation D under the U.S. Securities Act, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

**“Qualified Institutional Buyer”** means a “qualified institutional buyer” as that term is defined in Rule 144A;

**“Regulation S”** means Regulation S adopted by the SEC under the U.S. Securities Act;

**“Rule 144A”** means Rule 144A adopted by the SEC under the U.S. Securities Act;

**“SEC”** means the United States Securities and Exchange Commission;

**“Substantial U.S. Market Interest”** means “substantial U.S. market interest” as that term is defined in Regulation S;

**“United States”** means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;

**“U.S. Exchange Act”** means the *United States Securities Exchange Act of 1934*, as amended; and

**“U.S. Securities Act”** means the *United States Securities Act of 1933*, as amended.

All other capitalized terms used but not otherwise defined in this Schedule A shall have the meanings assigned to them in the Underwriting Agreement to which this Schedule A is attached.

## REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE UNDERWRITERS

Each Underwriter, severally and not jointly, acknowledges that the Units have not been and will not be registered under the U.S. Securities Act and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, each Underwriter, severally but not jointly, represents, warrants and covenants to the REIT that:

1. The Underwriter has not offered and sold, and will not offer and sell any Units except in an offshore transaction in accordance with Rule 903 of Regulation S or in the United States in accordance with Rule 144A as provided in paragraphs 2 through 11 below. Accordingly, neither the Underwriter, its affiliates nor any persons acting on their behalf, has made or will make (except as permitted in paragraphs 2 through 11 below) (i) any offer to sell or any solicitation of an offer to buy, any Units to any person in the United States, (ii) any sale of Units to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or such Underwriter, affiliate or person acting on behalf of either reasonably believed that such purchaser was outside the United States, or (iii) any Directed Selling Efforts.
2. It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Units, except with its affiliates, any Selling Firms or with the prior written consent of the REIT. It shall require each affiliate and each Selling Firm to agree, for the benefit of the REIT, to comply with, and shall use its best efforts to ensure that each affiliate and each Selling Firm complies with, the same provisions of this Schedule as apply to such Underwriter as if such provisions applied to such affiliate and Selling Firm.
3. All offers and sales of the Units in the United States will be effected through the U.S. broker-dealer affiliate of the Underwriter (“**U.S. Affiliate**”) or by the Underwriter in accordance with Rule 15a-6 under the U.S. Exchange Act, in each case in accordance with all applicable U.S. federal and state broker-dealer requirements. Such U.S. Affiliate is and will be, on the date of each offer or sale of Units in the United States, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and the securities laws of each state in which such offer or sale is made (unless exempted from the respective state’s broker-dealer registration requirements) and a member of and in good standing with the Financial Industry Regulatory Authority, Inc. Such U.S. Affiliate is a Qualified Institutional Buyer.
4. Any offer, sale or solicitation of an offer to buy Units that has been made or will be made in the United States was or will be made in accordance with Rule 144A only to persons it reasonably believes to be Qualified Institutional Buyers, in transactions that are exempt from registration under and in compliance with applicable state securities laws.
5. No form of General Solicitation or General Advertising has been or will be used in connection with the offer or sale of the Units in the United States, and no offers and sales of the Units in the United States have been made in any manner involving a public offering within the meaning of Section 4(2) of the U.S. Securities Act.

6. All purchasers of the Units in the United States shall be informed that the Units have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such purchasers in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A thereunder.
7. Each offeree of Units in the United States has been or shall be provided with one or both of the preliminary U.S. placement memorandum including the Preliminary Prospectus (the “**Preliminary U.S. Memorandum**”) and/or the final U.S. placement memorandum including the Prospectus (the “**Final U.S. Memorandum**”), and each purchaser of Units in the United States will have received at or prior to the time of purchase of any Units the Final U.S. Memorandum.
8. Each purchaser of Units in the United States shall be deemed to have made, at the time of purchase, the representations, warranties and covenants set forth in the Final U.S. Memorandum.
9. Prior to the Closing Time, and the closing time on the Option Closing Date, if applicable, it will provide the REIT and its transfer agent with a list of all purchasers of the Units in the United States.
10. At the Closing Time, and the closing time on the Option Closing Date, if applicable, each Underwriter will either (i) together with its U.S. Affiliate provide to the REIT a certificate in the form of Exhibit A to this Schedule relating to the manner of the offer and sale of the Units in the United States, or (ii) be deemed to have represented and warranted to the REIT, as of the Closing Time, and the closing time on the Option Closing Date, if applicable, that it did not and will not offer or sell any of the Units in the United States.
11. None of the Underwriter, its affiliates or any person acting on behalf of any of them has violated or will violate Regulation M under the U.S. Exchange Act in connection with offers and sales of the Units.

#### REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE REIT

The REIT represents, warrants, covenants and agrees that:

12. The REIT is a Foreign Issuer and reasonably believes there is no Substantial U.S. Market Interest in the Units.
13. For so long as the Units offered hereby are outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act and if the REIT is not subject to Section 13 or 15(d) of the U.S. Exchange Act or exempt from such reporting requirements pursuant to Rule 12g3-2(b) thereunder, the REIT shall provide to holders of the Units and prospective purchasers of the Units designated by such holders, upon request of such holders, at or prior to the time of resale, the information required to be provided by Rule 144A(d)(4) under the U.S. Securities Act (so long as such requirement is necessary in order to permit holders of the Units to effect resales under Rule 144A).
14. Neither the REIT nor any of its affiliates, nor any person acting on their behalf (other than the Underwriters, their affiliates and any persons acting on any of their behalf, in respect of which no



representation, warranty, covenant or agreement is made) has engaged or will engage in any Directed Selling Efforts, or has engaged or will engage in any General Solicitation or General Advertising in connection with the offer or sale of the Units in the United States.

15. The REIT has not made and will not make any offer or sale of the Units in the United States except through the Underwriters and their U.S. Affiliates as set forth in this Schedule A, and has not taken or will take any action that would cause the exemptions or exclusions from registration provided by Rule 903 of Regulation S and Rule 144A to be unavailable with respect to offers and sales of the Units pursuant to this Schedule A.
16. The Units are not, and as of the Closing Time and the closing time on the Option Closing Date, if applicable, the Units will not be, and no securities of the same class as the Units are or will be, (i) listed on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act, (ii) quoted in an “automated inter-dealer quotation system”, as such term is used in the U.S. Exchange Act, or (iii) convertible or exchangeable at an effective conversion premium (calculated as specified in paragraph (a)(6) of Rule 144A) of less than ten percent for securities so listed or quoted.
17. The REIT is not now and as a result of the sale of the Units contemplated hereby will not be, an “investment company” as defined in the United States Investment Company Act of 1940, as amended.
18. Except with respect to this offer and sale of the Units, the REIT has not, for a period of six months prior to the date of the commencement of the offering of the Units, sold, offered for sale or solicited any offer to buy any of its securities in the United States.

## EXHIBIT A

### UNDERWRITER'S CERTIFICATE

In connection with the private placement in the United States of the Units (the “**Units**”) of Retrocom Mid-Market Real Estate Investment Trust (the “**REIT**”) pursuant to the Underwriting Agreement dated March 1, 2011 between the REIT and the Underwriters named therein (the “**Underwriting Agreement**”), each of the undersigned does hereby certify as follows:

(A) [Name of U.S. Broker-Dealer Affiliate] (the “**U.S. Affiliate**”) was on the date of each offer or sale of Units we made in the United States, and is on the date hereof, a duly registered broker or dealer pursuant to Section 15(b) of the U.S. Exchange Act and the securities laws of each state in which such offer or sale is made (unless exempted from the respective state’s broker-dealer registration requirements) and a member of and in good standing with the Financial Industry Regulatory Authority, Inc.;

(B) all offers and sales of Units that we made in the United States were made in compliance with all applicable U.S. federal and state broker-dealer requirements;

(C) we provided each offeree of Units in the United States with a copy of one or both of the Preliminary U.S. Memorandum and/or the Final U.S. Memorandum, and we provided each purchaser of Units in the United States, prior to the sale of Units to such purchaser, with a copy of the Final U.S. Memorandum;

(D) immediately prior to our transmitting such Preliminary U.S. Memorandum and/or the Final U.S. Memorandum to such offerees, we had reasonable grounds to believe and did believe that each offeree was a Qualified Institutional Buyer (as defined in Rule 144A under the *Securities Act of 1933*, as amended (the “**U.S. Securities Act**”)) and, on the date hereof, we continue to believe that each offeree in the United States purchasing Units from us is a Qualified Institutional Buyer;

(E) no form of general solicitation or general advertising (as those terms are used in Regulation D under the U.S. Securities Act) was used by us, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising, in connection with the offer or sale of the Units in the United States; and

(F) the offering of the Units in the United States has been conducted by us in accordance with the terms of the Underwriting Agreement.

Terms used in this certificate have the meanings given to them in the Underwriting Agreement unless otherwise defined herein.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.<sup>2</sup>

**[UNDERWRITER]**

**[U.S. BROKER-DEALER AFFILIATE]**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: