



CONTRACT OF TRUST

(made as of March 31, 1998, amended and restated on May 8, 1998, May 13, 2003, May 11, 2004, May 15, 2007, May 14, 2008, May 18, 2010 and May 16, 2012)

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COMINAR REAL ESTATE INVESTMENT TRUST

CONTRACT OF TRUST

THIS CONTRACT OF TRUST made as of March 31, 1998, as amended and restated on May 8, 1998, May 13, 2003, May 11, 2004, May 15, 2007, May 14, 2008, May 18, 2010 and May 16, 2012;

AMONG: **GÉRARD COULOMBE**, an individual residing at 243, chemin St-Guillaume, Sainte-Marthe, Vaudreuil, Québec, J0P 1W0, **ALAIN DALLAIRE**, an individual residing at 9, chemin de la Vieille Côte, Lac Beauport, Québec, G0A 2C0, **MICHEL DALLAIRE**, an individual residing at 2690, des Cent Associés, Québec, Québec, G1E 4H8, **ALBAN D'AMOURS**, an individual residing at 1792, avenue de Kilmarnock, Québec, Québec, G1T 2V9, **ROBERT DESPRÉS**, an individual residing at 890, Desanne, Québec, Québec, G1S 3J8, **DINO FUOCO**, an individual residing at 576, De Verrazano, Boucherville, Québec, J4B 7P8, **PIERRE GINGRAS**, an individual residing at 650, avenue Wilfred-Laurier, Apt. 805, Québec, Québec, G1R 2L4, **GHISLAINE LABERGE**, an individual residing at 107, des Passereaux, Verdun, Québec, H3E 1X3, and **MICHEL PAQUET**, an individual residing at 1174, Descheneaux, Québec, Québec, G1W 4E7, all of whom are the Trustees of the Trust constituted by the Contract of Trust made as of March 31, 1998, as amended as of May 8, 1998, May 13, 2003, May 11, 2004, May 15, 2007, May 14, 2008 and May 18, 2010 (hereinafter collectively called the "**Trustees**"),

OF THE FIRST PART

AND: **3466736 CANADA INC.**, a corporation incorporated under the *Canada Business Corporations Act*, resident in the Province of Québec (hereinafter called the "**Settlor**"),

OF THE SECOND PART

AND: the Unitholders (as hereinafter defined),

WHEREAS the Settlor desires to establish an irrevocable trust for the principal purpose of providing persons who may become Unitholders with an opportunity to participate in a portfolio of income-producing immovable property investments;

AND WHEREAS, in consideration of these premises and the agreement of the Trustees to act as Trustees and to accept the Trust and the transfer of the Initial Contribution as the initial Trust Property, the Settlor has herein established the terms and conditions of this Trust;

AND WHEREAS for the purpose of establishing the trust created hereunder (the "**Trust**"), the Settlor is transferring to the Trustees an amount of \$10.00 in lawful money of Canada (the "**Initial Contribution**") and the Trust is issuing one Unit to the Settlor;

AND WHEREAS the Trustees have agreed to hold the Initial Contribution and all amounts and assets subsequently received or transferred to the Trustees, pursuant to this Contract of Trust in accordance with the provisions hereinafter set forth;

AND WHEREAS the Settlor and the Trustees desire that the beneficiaries of the Trust shall be the holders of Units evidenced by certificates therefor as hereinafter provided, each of which shall rank equally in all respects with every other Unit;

AND WHEREAS it is intended that certain initial Units be offered for sale to members of the public pursuant to a Prospectus and that other Units be qualified for sale pursuant to the Prospectus;

AND WHEREAS it is intended that the Trustees shall purchase the Portfolio and the Assets from Cominar and shall use a portion of the proceeds, net of expenses and the Underwriters' Fee (as defined in the Prospectus), from the sale of Receipt Units pursuant to the Prospectus, to pay to Cominar, the cash portion of the purchase price for the Portfolio and the Assets;

AND WHEREAS the Settlor and the Trustees desire that the Trust shall qualify as a "unit trust" and as a "mutual fund trust" pursuant to paragraph 108(2)(b) and subsection 132(6) of the *Income Tax Act* (Canada);

AND WHEREAS the parties hereto desire to set out the agreements, terms and conditions which shall govern the mutual and respective rights, powers and obligations of the Trustees, the Settlor and the Unitholders with respect to the establishment and administration of the Trust;

AND WHEREAS Cominar is no longer entitled to appoint Cominar Trustees under section 3.2 of the Contract of Trust in effect immediately prior to this amendment and restatement being made as of May 16, 2012;

NOW THEREFORE THIS CONTRACT WITNESSETH THAT, in consideration of the premises and the mutual and respective covenants and agreements contained herein, the Trustees declare and agree with the Settlor and the Unitholders, and the Settlor agrees with the Trustees as follows and this Contract of Trust witnesseth, with for greater certainty the amendments made as of May 18, 2010 being with retro-active effect to January 1, 2010 (save and except for the amendment to subsection 5.2.6 which is with effect as of May 18, 2010):

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions and Interpretation.

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

1.1.1 **"Adjusted Unitholders' Equity"** means, at any time, the aggregate of the amount of Unitholders' equity and the amount of accumulated depreciation recorded in the books and records of the Trust in respect of its properties calculated in accordance with generally accepted accounting principles, plus any discount on the Instalment Receipts receivable;

1.1.2 **"affiliate"** has the meaning ascribed thereto in the *Securities Act* (Québec), provided that the term "companies" in the definition is deemed to be replaced by the term "person" as used in this Contract of Trust;

1.1.3 **"annuitant"** means the annuitant of a registered retirement savings plan or a registered retirement income fund or a deferred profit sharing plan, all as defined in the *Income Tax Act* (Canada), or any other plan of which a Unitholder acts as trustee or carrier;

1.1.4 **"Assets"** has the meaning ascribed thereto in the Prospectus;

1.1.5 **"associate"** has the meaning ascribed thereto in the *Canada Business Corporations Act*, as amended from time to time;

1.1.6 **"Associate"** means, where used to indicate a relationship between an individual and a corporation, an individual who beneficially owns, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all voting securities of the corporation, a spouse of such individual or an immediate family member of such individual and, where used to indicate a relationship

between an individual and a partnership, a partner of that partnership and, if such partner is an individual, a spouse of such individual or an immediate family member of such individual;

1.1.7 “**Assumed Hypothecs**” has the meaning ascribed thereto in the Prospectus;

1.1.8 “**Audit Committee**” means the committee established pursuant to section 9.3;

1.1.9 “**business day**” means any day other than a Saturday, Sunday or a day on which the principal chartered banks located at Montréal, Québec are not open for business during normal banking hours;

1.1.10 “**Chairman**”, “**Honorary Chairman**”, “**President**”, “**Executive Vice-President**”, “**Senior Vice-President**”, “**Vice-President**” and “**Secretary**” shall mean the person(s) holding the respective office from time to time in accordance with section 3.10;

1.1.11 “**Closing**” means the closing of the Offering;

1.1.12 “**Cominar**” means collectively, Immeubles Cominar inc., Société en commandite Cominar and Société en nom collectif Cominar, which are controlled by members of the Dallaire Family, and Société en commandite Desroches, which is controlled by members of management of the foregoing corporation and partnerships, or any one or more of them, as the context may require;

1.1.13 “**Cominar Trustees**” has the meaning ascribed thereto in subsection 1.1.13 of the Contract of Trust in effect immediately prior to this amendment and restatement being made as of May 16, 2012;

1.1.14 “**Cominar Units**” shall have the meaning ascribed thereto in the Prospectus;

1.1.15 “**Contract of Trust**” means this contract of trust as amended, supplemented or amended and restated from time to time;

1.1.16 “**Dallaire Family**” means Jules Dallaire, his wife, their children and the spouses of such children;

1.1.17 “**dissenting offeree**” means, where a take-over bid is made for all of the Units other than those held by the offeror, a holder of Units who does not accept the take-over bid and includes a subsequent holder of that Unit who acquires it from the first mentioned holder;

1.1.18 “**Distributable Income**” means the income of the Trust determined in accordance with the provisions of the *Tax Act*, as adjusted and calculated as follows:

1.1.18.1 capital gains and capital losses shall be excluded;

1.1.18.2 net recapture income shall be excluded;

1.1.18.3 no deduction shall be made for non-capital losses, capital cost allowance, terminal losses, amortization of cumulative eligible capital or amortization of costs of issuing Units or financing fees related to the Instalment Loan; and

1.1.18.4 leasehold and tenant improvements shall be amortized;

and may reflect any other adjustments determined by the Trustees in their discretion and Distributable Income may be estimated whenever the actual amount has not been finally determined, which estimate shall be adjusted as of the subsequent Distribution Date when the amount of Distributable Income has been finally determined;

- 1.1.19 **“Distribution Date”** means on or about the 15th day in each calendar month (other than January) and on December 31 in each calendar year, beginning the first month following the month during which the Closing occurs;
- 1.1.20 **“Final Instalment”** shall have the meaning ascribed thereto in the Prospectus;
- 1.1.21 **“First Instalment”** shall have the meaning ascribed thereto in the Prospectus;
- 1.1.22 **“Gross Book Value”** means, at any time, the book value of the assets of the Trust, as shown on its then most recent balance sheet, plus the amount of accumulated depreciation shown thereon (excluding the Final Instalment under the Instalment Receipts);
- 1.1.23 **“herein”, “hereof”, “hereby”, “hereunder”** and similar expressions refer to this Contract of Trust and include every instrument supplemental or ancillary to or in implementation of this Contract of Trust and, except where the context otherwise requires, not to any particular article, section or other portion hereof or thereof;
- 1.1.24 **“hypothec”** means a hypothec on an immovable property under the laws of the Province of Québec;
- 1.1.25 **“immediate family member”**, when used to indicate a relationship with an individual, means a parent, child or sibling of such individual;
- 1.1.26 **“immovable property”** means immovable property under the laws of the Province of Québec or real property under other applicable law;
- 1.1.27 **“Independent Trustee”** has the meaning ascribed thereto in subsection 1.1.27 of the Contract of Trust in effect immediately prior to this amendment and restatement being made as of May 16, 2012;
- 1.1.28 **“Initial Contribution”** means the amount of \$10 transferred and paid by the Settlor to the Trustees on the date hereof for the purpose of establishing the Trust;
- 1.1.29 **“Initial Trustees”** means those persons named as the first trustees of the Trust who are the Party of the First Part to this Contract of Trust, as such contract stood on May 8, 1998;
- 1.1.30 **“Instalment Loan”** has the meaning ascribed thereto in the Prospectus;
- 1.1.31 **“Instalment Receipt”** has the meaning ascribed thereto in the Prospectus;
- 1.1.32 **“Instalment Receipt Agreement”** means the instalment receipt and pledge agreement to be entered into as contemplated by and as defined in the Prospectus;
- 1.1.33 **“International Financial Reporting Standards”** means the International Financial Reporting Standards issued by the International Accounting Standards Committee, and as adopted by the Canadian Institute of Chartered Accountants, as amended from time to time;
- 1.1.34 **“Investment Committee”** means the committee established pursuant to section 9.2;
- 1.1.35 **“mortgage”** means, under applicable law, any mortgage, charge, bond, debenture, note or other evidence of indebtedness, in each case, which is directly or indirectly secured by real property located outside the Province of Québec;

1.1.36 “**net realized capital gains of the Trust**” for any year means the amount, if any, by which the amount of the capital gains of the Trust for the year exceeds the aggregate of (i) the amount of any capital losses of the Trust for the year and (ii) the amount of any net capital losses of the Trust carried forward from a previous year to the extent not previously deducted from realized capital gains of the Trust;

1.1.37 “**net recapture income of the Trust**” for any year means the amount, if any, by which the amount required to be included in the income of the Trust for income tax purposes for such year in respect of recapture of capital cost allowance exceeds the amount permitted to be deducted under subsection 20(16) of the *Tax Act* for such year;

1.1.38 “**offeree**” means a person to whom a take-over bid is made;

1.1.39 “**Offering**” means the offering of Receipt Units pursuant to the Prospectus, as described under “**Plan of Distribution**” therein;

1.1.40 “**offeror**” means a person, other than an agent, who makes a take-over bid, and includes two or more persons who, directly or indirectly,

1.1.40.1 make a take-over bid jointly or in concert; or

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

1.1.41 “**person**” means and includes individuals, corporations, limited partnerships, general partnerships, joint stock companies, limited liability corporations, joint ventures, associations, companies, trusts, banks, trust companies, pension funds, land trusts, business trusts or other organizations, whether or not legal entities and governments and agencies and political subdivisions thereof;

1.1.42 “**Portfolio**” means a 100% interest in each of the Properties;

1.1.43 “**Properties**” means, collectively, the office, retail, industrial and mixed-use properties described under “**Properties**” in the Prospectus;

1.1.44 “**Prospectus**” means the final prospectus of the Trust dated May 8, 1998 relating to an initial public offering of Receipt Units, filed with the *Commission des valeurs mobilières du Québec* and one or more other securities commissions or similar authorities in Canada, which final prospectus is also intended to qualify the issue of the Cominar Units and certain other Units, as the said final prospectus may be amended by any amendment thereto;

1.1.45 “**real property**” means property which, under applicable law other than the laws of Québec, is real property and includes, whether or not the same would in law be real property, leaseholds, hypothecs, mortgages, undivided joint interests in real property (whether by way of tenancy-in-common, joint tenancy, co-ownership, joint venture or otherwise), any interests in any of the foregoing and securities of corporations whose sole or principal purpose and activity is to invest in, hold and deal in real property;

1.1.46 “**Receipt Units**” means those Units represented by Instalment Receipts and offered to the public pursuant to the Offering;

1.1.47 “**Register**” means the register which shall be established and maintained pursuant to section 6.16;

1.1.48 “**resident Canadian**” means an individual who is a resident of Canada for purposes of the *Income Tax Act* (Canada);

1.1.49 **“take-over bid”** has the meaning ascribed to such term in the *Securities Act* (Québec), as amended from time to time;

1.1.50 **“Trust”** means the Cominar Real Estate Investment Trust, whose name in its French form is Fonds de placement immobilier Cominar, established hereunder which constitutes a patrimony by appropriation;

1.1.51 **“Trust Property”**, at any time, shall, unless the contrary intention appears in any particular instance or instances in this Contract of Trust, mean such of the following moneys, properties and assets as are at such time held by the Trust or by the Trustees on behalf of the Trust:

1.1.51.1 the Initial Contribution;

1.1.51.2 all funds realized from the sale of Units from time to time (including from the sale of Receipt Units and all rights and entitlements relating to the Final Instalment owing on the issue of Receipt Units pursuant to the Prospectus);

1.1.51.3 the Portfolio and the Assets;

1.1.51.4 all property of whatsoever nature and kind substituted by the Trustees for the foregoing moneys, properties or assets, in whole or in part, at any time and from time to time, all additional property of whatsoever nature and kind acquired, from time to time, by the Trustees that is to be held upon the trusts herein and all property substituted therefor, all property substituted for substituted property and shall include without limitation all resultant assets and property, movable or immovable, tangible or intangible, and wheresoever situate anywhere in the world of any nature whatsoever and without limiting the generality of the foregoing, the Trust Property shall include all proceeds of policies of insurance, securities, shares, whether common or preferred or otherwise ranking, share warrants, bonds, debentures, bills of exchange or any other forms or evidence of title which may at any time hereafter be purchased or acquired by exchange or in any other manner whatsoever by the Trustees directly or indirectly as well as all interest, revenues and fruits which may at any time hereafter derive or accrue from any of the foregoing or from any part or parts thereof and shall further include the interest, revenue and fruits which may at any time ever be derived or accrued from dealing in or the investment of or the reinvestment or exchange, without limit, of the investments and the proceeds thereof flowing from the property of the Trust in any manner whatsoever;

1.1.51.5 any proceeds of disposition of any of the foregoing property; and

1.1.51.6 all income, interest, profit, gains and accretions and additional assets, rights and benefits of any kind or nature whatsoever arising directly or indirectly from or in connection with or accruing to the foregoing moneys, properties or assets or such proceeds of disposition;

1.1.52 **“Trustee”** means, at any time, an individual who is, in accordance with the provisions hereof, a trustee of the Trust at that time, including, without limitation, so long as they remain as Trustees each of the Initial Trustees; and **“Trustees”** means, at any time, all of the individuals each of whom is at that time a Trustee;

1.1.53 **“Trustees’ Regulations”** means the regulations adopted by the Trustees pursuant to section 4.3;

1.1.54 **“Unit”** means a unit of interest in the Trust issued from time to time in accordance with the provisions hereof and includes, without limitation, the Receipt Units and the Cominar Units and, where the context so requires, units of the Trust issued pursuant to the Unit Option Plan, the Distribution

Reinvestment Plan or the Rights Plan (each as defined in the Prospectus), and includes a fraction of a unit of the Trust;

1.1.55 “**Unit Certificate**” shall have the meaning ascribed thereto in section 6.15;

1.1.56 “**Unitholder**” or “**holder of Units**” means a person whose name appears on the Register as a holder of Units and includes, for the purposes of sections 14.1, 14.2 and 14.4 only, any person who is a beneficial owner of a Unit; and

1.1.57 any reference to “**property**” or “**property of the Trust**” or “**assets**” or “**assets of the Trust**” includes, in each case, property and assets of the Trust and the Trust Property.

Section 1.2 References to Acts Performed by the Trust or Rights of the Trust.

For greater certainty, where any reference is made in this Contract of Trust to an act to be performed by the Trust or to rights of the Trust, such reference shall be construed and applied for all purposes as if it referred to an act to be performed by the Trustees on behalf of the Trust or by some other person duly authorized to do so by the Trustees or pursuant to the provisions hereof, or to rights of the Trustees, in their capacity as Trustees of the Trust, as the case may be.

Section 1.3 Income Tax Act (Canada).

In this Contract of Trust, any reference to the “**Income Tax Act (Canada)**”, the “**Income Tax Act**” or the “**Tax Act**” shall refer to the *Income Tax Act*, Revised Statutes of Canada 1985, Chapter 1 (5th Supplement) and the regulations thereunder as amended from time to time applicable with respect thereto. Any reference herein to a particular provision of the *Income Tax Act* shall include a reference to that provision as it may be renumbered or amended from time to time. Where there are proposals for amendments to the *Income Tax Act* which have not been enacted into law or proclaimed into force on or before the date on which such proposals are to become effective, the Trustees may take such proposals into consideration and apply the provisions hereof as if such proposals had been enacted into law and proclaimed into force. Any reference herein to the *Income Tax Act* (Canada), the *Income Tax Act* or to the *Tax Act* shall also include a reference to any applicable and corresponding provision under the income tax laws of a province or territory of Canada.

ARTICLE 2 THE TRUST

Section 2.1 Initial Contribution, Acceptance and Trust Property.

The Settlor does, by these presents, irrevocably transfer, concurrent with the execution of this Contract of Trust, the Initial Contribution to the Trustees for the purpose of establishing the Trust. Receipt of the Initial Contribution is hereby acknowledged by the Trustees and in consideration thereof the Settlor is hereby issued one initial Unit in the Trust. The Settlor hereby fully and finally, unconditionally and irrevocably, divests itself of the Initial Contribution and of any other property which is to be comprised within the Trust Property and does further fully and finally, unconditionally and irrevocably, divest itself of all rights of ownership, possession, usufruct, enjoyment or administration of the Trust Property and the Trustees hereby accept the Initial Contribution and all other property or assets which may become the Trust Property on behalf of and for the benefit of the Unitholders, subject to the terms and provisions hereof (including any discretionary rights and powers granted the Trustees) such acceptance to include not merely the receipt or future receipt of the Trust Property but also the acceptance for the benefit of the Unitholders pursuant to the terms hereof, of all rights of ownership, possession, usufruct, enjoyment and administration of the said Trust Property as referred to in the definition of Trust Property herein.

Section 2.2 Seizin.

The Trustees are hereby seized of the Trust Property, in trust, for the purpose of having, holding, using and administering the same as trustees for the account and benefit of the Unitholders pursuant to the terms hereof.

Section 2.3 Establishment of Trust.

The Trustees hereby accept the Trust hereby constituted and agree to hold the Trust Property transferred to them in trust from time to time for the use and benefit of the Unitholders, their permitted assigns and personal representatives upon the trust and subject to the terms and conditions hereinafter set forth, such trust to constitute the Trust hereunder. The Trustees acknowledge that the Trust results from this Contract of Trust, the transfer by the Settlor hereby made of the Initial Contribution from its patrimony to the patrimony of the Trust hereby constituted by the Settlor which the Settlor has appropriated to the particular purposes set forth herein, including, without limitation, those set forth in section 2.8, and each of the Trustees hereby undertakes and accepts to hold and administer such trust patrimony in accordance with the provisions hereof. Each of the Settlor and the Trustees confirms that the patrimony of the Trust has been hereby transferred in trust and constitutes a patrimony by appropriation, autonomous and distinct from that of the Settlor, the Trustees or any Unitholder. The Settlor appointed the Initial Trustees as Cominar Trustees and provided for the mode of appointment and replacement of the Cominar Trustees and of the Independent Trustees. Subject to the provisions hereof, each of the Trustees elected or appointed pursuant to this Contract of Trust shall have all of the powers set forth herein, including, without limiting the generality of the foregoing, the powers of full administration set forth in Article 1278 of the *Civil Code of Québec* (the "**Civil Code**"). To the extent required by applicable law, the Settlor hereby appoints the Unitholders as the sole beneficiaries of the Trust. The Units shall be issued upon the terms and subject to the conditions of the Contract of Trust, and this Contract of Trust shall be binding upon all Unitholders and by acceptance of the certificate representing any such Unit, the Unitholder thereof shall be deemed to agree to be bound by this Contract of Trust.

Section 2.4 Name.

The Trust shall be known and designated as the Cominar Real Estate Investment Trust in its English form and Fonds de placement immobilier Cominar in its French form. As far as practicable and whenever lawful and convenient and except as otherwise provided in this Contract of Trust, the Trustees shall conduct the affairs of the Trust, hold property, execute all documents and take all legal proceedings under that name, in either its English form or its French form.

Section 2.5 Use of Name.

If the Trustees determine that the use of the name set forth in section 2.4 is not practicable, legal or convenient, the Trust may, subject to the provisions of Article 1266 of the *Civil Code*, use such other designation or may adopt such other name as the Trustees deem appropriate, and the Trust may hold property and conduct and transact its affairs under such other designation or name.

Section 2.6 Office.

The head office of the Trust is located at 455 Marais Street, City of Vanier, Province of Québec, G1M 3A2 unless changed by the Trustees to another location. The Trust may have such other offices or places for the conduct of its affairs as the Trustees may from time to time determine as necessary or desirable.

Section 2.7 Nature of the Trust.

The Trust is an unincorporated closed-end investment trust. The Trust, the Units and its property shall be governed by the general law of trusts set forth in the *Civil Code*, except as such general law of trusts has been or is from time to time modified, altered or abridged for the Trust by:

- 2.7.1 applicable laws and regulations or other requirements; and
- 2.7.2 the terms, conditions and trusts set forth in this Contract of Trust.

The interest and rights generally of a Unitholder in the Trust shall be limited to the right to participate (equally and ratably in distributions) when and as declared by the Trustees as contemplated by Article 10 and distributions upon the termination of the Trust as contemplated in Article 13. The Trust is not and is not intended to be, shall not be deemed to be and shall not be treated as a general partnership, limited partnership, syndicate, association, joint venture, company, corporation or joint stock company nor shall the Trustees or any individual Trustee or the Unitholders or any of them for any purpose be, or be deemed to be treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The Trustees shall not be, or be deemed to be, agents of the Unitholders. The relationship of the Unitholders to the Trustees, to the Trust and to the property of the Trust shall be solely that of beneficiaries in accordance with this Contract of Trust.

Section 2.8 Trust Investments.

In accordance with subparagraph 108(2)(b)(ii) and paragraph 132(6)(b) of the *Income Tax Act*, the only undertaking of the Trust shall be as contemplated by the aforesaid provisions of the *Income Tax Act*. The Trust shall invest primarily in immovable property.

Section 2.9 Control and Administration of the Trust Property.

The control and administration of the Trust Property and the right to conduct the affairs of the Trust are vested exclusively in the Trustees and the Unitholders shall have no rights therein other than the rights specifically set forth in this Contract of Trust and they shall have no right to compel any partition, division, dividend or distribution of the Trust Property or any of the other assets of the Trust, except as specifically provided herein. The Units shall be movable property and shall confer upon the holders thereof only the interest and rights specifically set forth in this Contract of Trust.

Section 2.10 Civil Code.

To the fullest extent permitted by applicable law, the following provisions shall apply (and shall be binding on the Settlor, the Trustees and on all Unitholders), namely:

2.10.1 in the event of any inconsistency or contradiction between the provisions of this Contract of Trust and the *Civil Code*, the provisions of this Contract of Trust shall prevail;

2.10.2 the Settlor, having established the Trust, hereby waives any rights which it may have in its capacity as Settlor (but not in its capacity as a Unitholder during any period while he/she is a Unitholder) pursuant to Articles 1287 and 1297 of the *Civil Code* or any right which it may have (the existence of such right not being admitted by any party hereto) to be a party to or to participate in any amendment to this Contract of Trust;

2.10.3 any amendments to this Contract of Trust shall be made in accordance with Article 12, the whole without prejudice to the rights of any person pursuant to Article 1294 of the *Civil Code* and, except as provided in said Article 12, no Unitholder shall have any right to be a party to or to participate in any such amendment;

2.10.4 the following Articles of the *Civil Code* shall, to the extent in any way inconsistent with the provisions of this Contract of Trust, not apply to this Contract of Trust or to the Trustees, the Settlor, the Unitholders or the administration of the Trust or the Trust Property, namely: Articles 1275, 1301, 1302, 1303, 1304, 1305, 1306 (except that the Trustees shall have full administration of the Trust Property), 1310, 1311, 1312, 1321 (first paragraph), 1332, 1334, 1338, 1339 (it being specifically agreed that the

investments of the Trust shall be made solely pursuant to this Contract of Trust), 1340, 1341, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355 (second paragraph), 1356, 1357, 1358, 1360, 1361, 1363, 1364, 1365, 1366, 1368, 1369 and 1370;

2.10.5 the provisions of this Contract of Trust shall apply notwithstanding the provisions of Article 1337 of the *Civil Code*;

2.10.6 notwithstanding anything in this Contract of Trust to the contrary, the second sentence of Article 1322 of the *Civil Code* shall apply to and enure to the benefit of the Settlor, the Trustees and the Unitholders; and

2.10.7 the Settlor particularly and specifically exempts the Trustees and the Unitholders from making any return of the Trust Property or any part thereof, whether capital or income, to the general mass of the estate and succession of the Settlor.

ARTICLE 3 TRUSTEES AND OFFICERS

Section 3.1 Number.

There shall be no fewer than nine nor more than 11 Trustees. The number of Trustees may be increased or decreased within such limits from time to time, by the affirmative vote of at least two-thirds of the votes cast at a meeting of Unitholders duly called and held or, if so authorized by the Unitholders, by the Trustees. In the event of any such increase, the Unitholders or the Trustees, if so authorized by the Unitholders, shall forthwith elect or appoint, as the case may be, any such additional Trustees.

Section 3.2 Cominar Trustees.

The initial Cominar Trustees were, pursuant to their appointment by the Settlor, Jules Dallaire, Michel Dallaire, Paul Forest and Michel Paquet.

Section 3.3 Term of Office of Trustees and Other Trustee Matters.

The first Independent Trustees were appointed by TD Securities Inc. and Lévesque Beaubien Geoffrion Inc. by written instrument executed after the execution of the original Contract of Trust (the “**Underwriters’ Appointment**”). The Underwriters’ Appointment was delivered to the Initial Trustees and the Settlor, together with one or more written instruments substantially in the form set out in section 3.5 and signed by each of such Independent Trustees so appointed (each of such written instruments being herein called a “**Trustee’s Acceptance**”) whereby each Independent Trustee so appointed accepted such appointment. Upon receipt by the Initial Trustees and the Settlor of the Underwriters’ Appointment and a Trustee’s Acceptance signed by an Independent Trustee so appointed, such Independent Trustee was a Trustee of the Trust pursuant to this Contract of Trust, as contemplated by section 3.8, and was deemed to be a party to this Contract of Trust as fully and effectually as if such Independent Trustee had executed this Contract of Trust. Receipt by the Initial Trustees of the Underwriters’ Appointment and each Trustee’s Acceptance was conclusively deemed to have occurred upon a written acknowledgement of receipt being signed by any one of the Initial Trustees. The Independent Trustees so appointed by TD Securities Inc. and Lévesque Beaubien Geoffrion Inc. were Robert Després, Yvan Caron, Pierre Gingras, Ghislaine Laberge and Richard Marion, and that the Underwriters’ Appointment stipulated that Yvan Caron and Ghislaine Laberge shall hold office for a term expiring at the close of the first annual meeting of Unitholders and that Robert Després, Pierre Gingras and Richard Marion shall hold office for a term expiring at the close of the second annual meeting of Unitholders or, in each case (except as provided in section 3.7), until their respective successors are elected or appointed.

A Trustee may be removed as Trustee in accordance with the provisions of section 3.6. Trustees elected or appointed shall be elected or appointed for a term expiring at the conclusion of the next annual meeting of Unitholders or until their successors are elected and shall be eligible for re-election.

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

Section 3.4 Qualifications of Trustees.

A Trustee shall be an individual. The following persons are disqualified from being a Trustee of the Trust:

- 3.4.1 anyone who is less than eighteen years of age;
- 3.4.2 anyone who does not have the full exercise of his civil rights;
- 3.4.3 anyone who is of unsound mind and has been so found by a Court in Canada or elsewhere;
- 3.4.4 anyone who has been placed under protective supervision; and
- 3.4.5 a person who has the status of bankrupt.

A majority of the Trustees must be resident Canadians.

Trustees are not required to hold Units. At all relevant times, however, it is intended that at least one Trustee will not be, directly or indirectly, a Unitholder or a person who holds an option to acquire Units (a "**Non-Unitholder Trustee**"). A majority of the Trustees shall have at least five (5) years substantial experience in the real estate industry. Notwithstanding anything herein contained to the contrary, and, to the fullest extent permitted by applicable law, all the acts of the Trustees otherwise in accordance with this Contract of Trust shall be valid notwithstanding any temporary failure to comply with the provisions of this paragraph.

Section 3.5 Election of Trustees.

Subject to sections 3.1, 3.4 and 3.7, the election of the Trustees shall be by the vote of Unitholders. The appointment or election of any Trustee (other than an individual who is serving as a Trustee immediately prior to such appointment or election) shall not become effective unless and until such person has either before or after such appointment or election, executed and delivered to the Trust an acceptance substantially as follows:

"To: **Cominar Real Estate Investment Trust/
Fonds de placement immobilier Cominar (the "Trust")**

And to: The Trustees thereof

The undersigned hereby accepts to act as a Trustee of the Trust and hereby agrees, upon the later of the date of this acceptance and the date of the undersigned's appointment or election as a Trustee of the Trust, to thereby become a party, as a Trustee, to the Contract of Trust made as of March 31, 1998, as amended from time to time, constituting the Trust.

Dated: _____, _____.

Signature

Print Name"

Upon the later of a person being appointed or elected a Trustee hereunder and executing and delivering to the Trust an acceptance substantially as set forth above, such person shall become a Trustee hereunder and shall be deemed to be a party (as a Trustee) to this Contract of Trust, as amended from time to time.

An act of a Trustee is valid notwithstanding an irregularity in the appointment or election of the Trustee or a defect in the qualifications of the Trustee.

Section 3.6 Resignation, Removal and Death of Trustees.

A Trustee may resign at any time by an instrument in writing signed by him and delivered or mailed to the President or Secretary. Such resignation shall take effect on the date such notice is given or at any later time specified in the notice, provided that if, upon the resignation becoming effective, the number of remaining Trustees would be less than the number necessary to constitute a quorum for a meeting of Trustees, the resignation is not effective until the resigning Trustee's successor is duly appointed as a Trustee. A Trustee may be removed at any time with or without cause by the affirmative vote of at least two-thirds of the votes cast at a meeting of Unitholders called for that purpose or with cause by resolution passed by an affirmative vote of not less than two-thirds of the remaining Trustees. Any removal of a Trustee shall take effect immediately following the aforesaid vote or resolution and any Trustee so removed shall be so notified by the Secretary or another officer of the Trust forthwith following such removal. Upon the resignation or removal of any Trustee, or his otherwise ceasing to be a Trustee, he/she shall (i) cease to have rights, privileges and powers of Trustees hereunder, (ii) execute and deliver such documents as the remaining Trustees shall reasonably require for the conveyance of any Trust Property held in his name, (iii) account to the remaining Trustees as they may require for all property which he/she holds as Trustee and (iv) resign from all representative or other positions held by him on behalf of the Trust, including without limitation, as a director or officer of any corporation in which the Trust owns any securities (directly or indirectly), upon which he/she shall thereupon be discharged of his obligations as Trustee. Upon the incapacity or death of any Trustee, his legal representative shall execute and deliver on his behalf such documents as the remaining Trustees may require as provided in this section. Upon a Trustee ceasing to hold office as such hereunder, such Trustee shall cease to be a party (as a Trustee) to this Contract of Trust; provided however that such Trustee shall continue to be entitled to be paid any amounts owing by the Trust to the Trustee and to the benefits of the indemnity provided in section 14.1.

Section 3.7 Vacancies.

The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, bankruptcy, adjudicated incapacity or other incapacity to exercise the duties of the office or upon the removal of a Trustee. No such vacancy shall operate to annul this Contract of Trust or affect the continuity of the Trust. Until vacancies are filled, the remaining Trustee or Trustees (even if less than a quorum) may exercise the powers of the Trustees hereunder. In case of a vacancy, the Unitholders or a majority of the Trustees continuing in office may fill such vacancy. Any Trustee so elected by the Unitholders or appointed by the Trustees shall hold office for the remaining term of the Trustee he/she is succeeding.

Section 3.8 Successor and Additional Trustees.

The rights of the Trustees to control and exclusively administer the Trust and to have the titles to the Trust Property drawn up in their names and all other rights of the Trustees at law shall vest automatically in all persons who may hereafter become Trustees upon their due election or appointment and qualification without any further

act and they shall thereupon have all the rights, privileges, powers, obligations and immunities of Trustees hereunder. Such rights shall vest in the Trustees whether or not conveyancing or transfer documents have been executed and delivered pursuant to section 3.6 or otherwise.

Section 3.9 Compensation and Other Remuneration.

Trustees who are not employees of and who do not receive salary from the Trust or its affiliates shall be entitled to receive for their services as Trustees such reasonable compensation as the Trustees may determine from time to time, as well as reimbursement of their out-of-pocket expenses incurred in acting as a Trustee. Such Trustees, either directly or indirectly, shall also be entitled to receive remuneration for services rendered to the Trust in any other capacity. Such services may include, without limitation, services as an officer of the Trust, legal, accounting or other professional services or services as a broker, transfer agent or underwriter, whether performed by a Trustee or any person affiliated with a Trustee. Trustees who are employees of and who receive salary from the Trust or its affiliates shall not be entitled to receive any remuneration for their services as Trustees but shall be entitled to reimbursement from the Trust of their out-of-pocket expenses incurred in acting as a Trustee.

Section 3.10 Officers of the Trust.

The Trust may have a Chairman, an Honorary Chairman, a President, one or more Executive Vice-Presidents, one or more Senior Vice-Presidents, one or more Vice-Presidents and a Secretary and such other officers as the Trustees may appoint from time to time. One person may hold two or more offices. Any officer of the Trust may, but need not, be a Trustee. Each of the Chairman and the Honorary Chairman, if not a Trustee, shall be entitled to receive notice of and attend all meetings of the Trustees but, unless he/she is a Trustee, neither the Chairman nor the Honorary Chairman shall be entitled to vote at any such meeting. Officers of the Trust shall be appointed and discharged and their remuneration determined by the Trustees.

ARTICLE 4
TRUSTEES' POWERS AND DUTIES

Section 4.1 General Powers.

The Trustees, subject only to the specific limitations contained in this Contract of Trust, including without limitation sections 5.1 and 5.2, shall have, without further or other authorization and free from any power of control on the part of the Unitholders, full, absolute and exclusive power, control and authority over the assets of the Trust and over the affairs of the Trust to the same extent as if the Trustees were the sole owners of such assets in their own right, to do all such acts and things as in their sole judgment and discretion are necessary or incidental to, or desirable for, the carrying out of any of the purposes of the Trust or the conducting of the affairs of the Trust. In construing the provisions of this Contract of Trust, presumption shall be in favour of the granted powers and authority to the Trustees. The enumeration of any specific power or authority herein shall not be construed as limiting the general powers or authority or any other specified power or authority conferred herein on the Trustees. Except as specifically required by laws which are of public order, the Trustees shall in carrying out investment activities not be in any way restricted by the provisions of the laws of any jurisdiction limiting or purporting to limit investments which may be made by trustees.

Section 4.2 Specific Powers and Authorities.

Subject only to the express limitations contained in this Contract of Trust including, without limitation sections 5.1 and 5.2, and in addition to any powers and authorities conferred by this Contract of Trust or which the Trustees may have by virtue of any present or future statute or rule or law, the Trustees without any action or consent by the Unitholders shall have and may exercise at any time and from time to time the following powers and authorities which may or may not be exercised by them in their sole judgment and discretion and in such manner and upon such terms and conditions as they may from time to time deem proper:

4.2.1 to retain, invest and re-invest the capital or other funds of the Trust in immovable or movable property of any kind, all without regard to whether any such properties are authorized by law for the investment of trust funds, and to possess and exercise all the rights, powers and privileges appertaining to the ownership of the property of the Trust and to increase the capital of the Trust at any time by the issuance of additional Units for such consideration as they deem appropriate;

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

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

4.2.4 to enter into leases, contracts, obligations and other agreements for a term extending beyond the term of office of the Trustees and beyond the possible termination of the Trust or for a lesser term;

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

4.2.6 to lend money, whether secured or unsecured;

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

4.2.8 to deposit funds of the Trust in banks, trust companies and other depositories, whether or not such deposits will earn interest, the same to be subject to withdrawal on such terms and in such manner and by such person or persons (including any one or more Trustees, officers, agents or representatives) as the Trustees may determine;

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

4.2.10 to elect, appoint, engage or employ officers for the Trust (including a Chairman, an Honorary Chairman, a President, one or more Executive Vice-Presidents, one or more Senior Vice-Presidents, one or

more Vice-Presidents and a Secretary and other officers as the Trustees may determine), who may be removed or discharged at the discretion of the Trustees, such officers to have such powers and duties, and to serve such terms as may be prescribed by the Trustees or by the Trustees' Regulations; to engage or employ any persons as agents, representatives, employees or independent contractors (including, without limitation, real estate advisors, investment advisors, registrars, underwriters, accountants, lawyers, real estate agents, property managers, appraisers, brokers, architects, engineers, construction managers, general contractors or otherwise) in one or more capacities, and to pay compensation from the Trust for services in as many capacities as such persons may be so engaged or employed; and, except as prohibited by law, to delegate any of the powers and duties of the Trustees to any one or more Trustees, agents, representatives, officers, employees, independent contractors or other persons;

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

4.2.12 to renew, modify, release, compromise, extend, consolidate or cancel, in whole or in part, any obligation to or of the Trust;

4.2.13 to purchase and pay for, out of the assets of the Trust, insurance contracts and policies insuring the assets of the Trust against any and all risks and insuring the Trust and/or any or all of the Trustees, the Unitholders or officers of the Trust against any and all claims and liabilities of any nature asserted by any person arising by reason of any action alleged to have been taken or omitted by the Trust or by the Trustees, the Unitholders or the officers or otherwise;

4.2.14 to cause title to any of the assets of the Trust to be drawn up in the name of the Trustees, and/or, to the extent permitted by applicable law, in the name of the Trust or one or more of the Trustees or any other person, on such terms, in such manner with such powers in such person as the Trustees may determine and with or without disclosure that the Trust or Trustees are interested therein provided, however, that should title to any of the assets of the Trust be held by and/or in the name of any person or persons other than the Trust as aforesaid, the Trustees shall require such person or persons to execute a contract of trust acknowledging that title to such assets is held in trust for the benefit of the Trust;

4.2.15 to determine conclusively the allocation to capital, income or other appropriate accounts of all receipts, expenses, disbursements and property of the Trust;

4.2.16 to prepare, sign and file or cause to be prepared, signed and filed a prospectus, offering memorandum or similar document, and any amendment thereto, relating to or resulting from an offering of the Units or other securities issued or held by the Trust and to pay the cost thereof and related thereto and any fees related thereto out of the property of the Trust whether or not such offering is or was of direct benefit to the Trust or those persons (if any) who were Unitholders immediately prior to such offering;

4.2.17 to make or cause to be made application for the listing on any stock exchange of any Units or other securities of the Trust, and to do all things which in the opinion of the Trustees may be necessary or desirable to effect or maintain such listing or listings;

4.2.18 to determine conclusively the value of any or all of the property of the Trust from time to time and, in determining such value, to consider such information and advice as the Trustees, in their sole judgment, may deem material and reliable;

4.2.19 to do all such acts and things and to exercise such powers which are delegated to the Trustees by any person who co-owns immovable property with the Trust;

4.2.20 to exercise all of the Trust's or the Trustees' rights under the Instalment Receipt Agreement; and

4.2.21 to do all such other acts and things as are incidental to the foregoing, including, without limitation, the acts and transactions permitted by section 5.2.1, and to exercise all powers which are necessary or useful to carry on the affairs of the Trust, to promote any of the purposes for which the Trust is formed and to carry out the provisions of this Contract of Trust.

Section 4.3 Further Powers of the Trustees.

The Trustees shall have the power to prescribe any form provided for or contemplated by this Contract of Trust. The Trustees may make, adopt, amend, or repeal regulations containing provisions relating to the Trust, the conduct of its affairs, their rights or powers and the rights or powers of its Unitholders or officers not inconsistent with law or with this Contract of Trust. The Trustees shall also be entitled to make any reasonable decisions, designations or determinations not contrary to this Contract of Trust which they may determine are necessary or desirable in interpreting, applying or administering this Contract of Trust or in administering, managing or operating the Trust. Any regulations, decisions, designations or determinations made pursuant to this section shall be conclusive and binding upon all persons affected thereby.

Section 4.4 Standard of Care.

The exclusive standard of care required of the Trustees in exercising their powers and carrying out their functions hereunder shall be that they exercise their powers and carry out their functions hereunder as Trustees honestly, in good faith with a view to the best interests of the Trust and the Unitholders and that in connection therewith they exercise that degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. A Trustee shall not be liable in carrying out his or her duties under this Contract of Trust except in cases where a Trustee fails to act honestly and in good faith with a view to the best interests of the Trust and the Unitholders or to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The duties and standard of care of the Trustees provided as aforesaid are intended to be similar to, and not to be any greater than, those imposed on an administrator of the property of others charged with full administration pursuant to Article 1309 of the *Civil Code*. Unless otherwise required by law, no Trustee shall be required to give bond, surety or security in any jurisdiction for the performance of any duties or obligations hereunder. The Trustees in their capacity as Trustees shall not be required to devote their entire time to the affairs of the Trust.

For greater certainty, to the extent that the Trustees have contracted or delegated the performance of certain activities to a property manager, they shall be deemed to have satisfied the aforesaid standard of care.

Section 4.5 Reliance Upon Trustees.

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

Section 4.6 Determinations of Trustees Binding.

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

Section 4.7 Conflict of Interest.

If a Trustee or an officer of the Trust:

4.7.1 is a party to a material contract or transaction or proposed material contract or transaction with the Trust (including a contract or transaction involving the making or disposition of any investment in immovable property or a joint venture arrangement); or

4.7.2 is a director or officer of, or otherwise has a material interest in, any person who is a party to a material contract or transaction or proposed material contract or transaction with the Trust;

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

4.7.3 the disclosure required in the case of a Trustee shall be made:

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

4.7.3.2 if the Trustee was not then interested in a proposed contract or transaction, at the first such meeting after he/she becomes so interested;

4.7.3.3 if the Trustee becomes interested after a contract is made or a transaction is entered into, at the first meeting after he/she becomes so interested; or

4.7.3.4 if a person who is interested in a contract or transaction later becomes a Trustee, at the first such meeting after he/she becomes a Trustee;

4.7.4 the disclosure required in the case of an officer of the Trust who is not a Trustee shall be made:

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

4.7.4.2 if such person becomes interested after a contract is made or a transaction is entered to, forthwith after such person becomes so interested; or

4.7.4.3 if a person who is interested in a contract or transaction later becomes an officer of the Trust who is not a Trustee, forthwith after he/she becomes an officer of the Trust;

4.7.5 notwithstanding subsections 4.7.1 and 4.7.2, where this section applies to any person in respect of a material contract or transaction or proposed material contract or transaction that, in the ordinary course of the affairs of the Trust, would not require approval by the Trustees or the Unitholders, such person shall disclose in writing to the Trustees or request to have entered into the minutes of meetings of the Trustees or the Investment Committee, as the case may be, the nature and extent of such person's interest forthwith after such person becomes aware of the contract or transaction or proposed contract or transaction;

4.7.6 a Trustee referred to in this section shall not vote on any resolution to approve the said contract or transaction unless the contract or transaction is:

4.7.6.1 one relating primarily to his remuneration as a Trustee, officer, employee or agent of the Trust; or

4.7.6.2 one for indemnity under section 14.1 or the purchase of liability insurance;

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

4.7.8 where a material contract is made or a material transaction is entered into between the Trust and a Trustee or an officer of the Trust, or between the Trust and another person of which a Trustee or an officer of the Trust is a director or officer or in which he/she has a material interest:

4.7.8.1 such person is not accountable to the Trust or to the Unitholders for any profit or gain realized from the contract or transaction; and

4.7.8.2 the contract or transaction is neither void nor voidable;

by reason only of that relationship or by reason only that such person is present at or is counted to determine the presence of a quorum at the meeting of the Trustees or Investment Committee that authorized the contract or transaction, if such person disclosed his interest in accordance with this section 4.7, and the contract or transaction was approved by the Trustees or the Unitholders and was reasonable and fair to the Trust at the time it was so approved;

4.7.9 notwithstanding anything in this section, but without limiting the effect of subsection 4.7.8, a Trustee or an officer of the Trust, acting honestly and in good faith, is not accountable to the Trust or to the Unitholders for any profit or gain realized from any such contract or transaction by reason only of his holding such office or position, and the contract or transaction, if it was reasonable and fair to the Trust at the time it was approved, is not by reason only of such person's interest therein void or voidable, where:

4.7.9.1 the contract or transaction is confirmed or approved at a meeting of Unitholders duly called for that purpose; and

4.7.9.2 the nature and extent of such person's interest in the contract or transaction are disclosed in reasonable detail in the notice calling the meeting or in any information circular required to be provided by this Contract of Trust or by law; and

4.7.10 subject to subsections 4.7.8 and 4.7.9, where a Trustee or an officer of the Trust fails to disclose his interest in a material contract or transaction in accordance with this Contract of Trust or otherwise fails to comply with this section, the Trustees or any Unitholder, in addition to exercising any other rights or remedies in connection with such failure exercisable at law, may apply to a court for an order setting aside the contract or transaction and/or directing that such person account to the Trust for any profit or gain realized.

ARTICLE 5

INVESTMENT GUIDELINES AND OPERATING POLICIES

Section 5.1 Investment Guidelines.

The assets of the Trust may be invested only in accordance with the following guidelines:

5.1.1 the Trust will focus its direct and indirect acquisition activities on existing income-producing properties that are capital property of the Trust, including office, retail, industrial and mixed use properties, and assets ancillary thereto necessary for the ownership, utilization or operation of same;

5.1.2 notwithstanding anything in this Contract of Trust to the contrary, the Trust shall not make any investment or take any action or omit to take any action that would result in (i) Units not being units of a "mutual fund trust", a "real estate investment trust", or a "unit trust" within the meaning of the *Tax Act*; (ii) that would result in Units being disqualified for investment by registered retirement savings plans, registered retirement income funds or deferred profit sharing plans; (iii) the Trust being liable to pay a tax imposed under paragraph 122(1)(b) of the *Tax Act*; or (iv) the Trust paying a tax under the registered investment provisions of the *Tax Act* imposed for exceeding certain investment limits;

5.1.3 the Trust may, directly or indirectly, invest in a joint venture arrangement or similar arrangement (including, without limitation, a co-ownership, corporation, general partnership, limited partnership, general partnership and limited liability company) for purposes of owning interests, directly or indirectly, principally in immovable property or interests or investments otherwise permitted to be held by the Trust, provided that such arrangement contains terms and conditions which in the opinion of the Trustees are commercially reasonable relating to restrictions on transfer, liquidity to the Trust, liabilities in respect of third party liabilities, and management of the interest, as applicable;

5.1.4 except for temporary investments held in cash, deposits with a Canadian chartered bank or trust company registered under the laws of a province of Canada, or Caisse centrale Desjardins, short-term government debt securities or money market instruments of, or guaranteed by, a Schedule 1 Canadian bank or Caisse centrale Desjardins maturing prior to one year from the date of issue, or some or all of the receivables under the Instalment Receipt Agreement, or except as permitted pursuant to the investment guidelines and operating policies of the Trust herein, the Trust may not hold securities of a person other than to the extent such securities would constitute, directly or indirectly, an investment or an interest in immovable property, or in any entity formed and operated, in whole or in part, for the purpose of carrying on ancillary activities to any immovable property owned, directly or indirectly, in whole or in part, by the Trust, and other than for any other purpose relating to the activities of the Trust, and provided further that, notwithstanding anything contained in this Contract of Trust to the contrary, the Trust may acquire securities of other real estate investment trusts or real estate operating companies;

5.1.5 except as otherwise prohibited in this Contract of Trust, the Trust may, directly or indirectly, invest in interests (including ownership and leasehold interests) in income-producing immovable property in Canada and the United States that is capital property of the Trust;

5.1.6 the Trust shall not invest in rights to or interests in mineral or other natural resources, including oil or gas, except as incidental to an investment in immovable property that is capital property of the Trust;

5.1.7 the Trust shall not invest in operating businesses unless such investment is incidental to a transaction or purpose (i) where revenue will be derived, directly or indirectly, principally from immovable property, or (ii) which principally involves the ownership, maintenance, development, leasing, management or operation, directly or indirectly, of immovable property (in each case as determined by the Trustees);

5.1.8 the Trust may, with the prior approval of the Trustees, directly or indirectly, invest in raw land to be held as capital property for development and ownership or for other development projects, in any such case, for the purpose of (i) renovating or expanding existing facilities that are capital property of the Trust or (ii) developing new facilities which will be income producing and constitute capital property of the Trust, provided that the aggregate value of the investments of the Trust in raw land will not exceed 5% of the Adjusted Unitholders' Equity;

5.1.9 the Trust may, directly or indirectly, invest in hypothecs, mortgages or mortgage bonds (including, with the consent of a majority of the Trustees, a participating or convertible hypothec or mortgage) where:

5.1.9.1 the immovable property which is security therefor is income-producing immovable property which otherwise meets the general investment guidelines of the Trust adopted by the Trustees from time to time in accordance with this Contract of Trust and the restrictions set out therein;

5.1.9.2 the amount of the hypothecary or mortgage loan is not in excess of 75% of the market value of the property securing the hypothec or mortgage and the hypothec or mortgage has at least 1.2X debt service coverage;

5.1.9.3 the immovable hypothec or mortgage is a first-ranking immovable hypothec or mortgage or of subsequent rank registered on title to the immovable property which is security therefore; and

5.1.9.4 the aggregate value of the investments of the Trust in these hypothecs and mortgages, after giving effect to the proposed investment, will not exceed 20% of the Adjusted Unitholders' Equity;

5.1.10 the Trust may invest in hypothecs or mortgages if its intention is to use the acquisition of the hypothecs and mortgages as a method of acquiring control of an income-producing immovable property which would otherwise meet the investment guidelines of the Trust and provided the aggregate value of the investments of the Trust in these hypothecs and mortgages, after giving effect to the proposed investment, will not exceed 20% of the Adjusted Unitholders' Equity; and

5.1.11 subject to subsection 5.1.2, the Trust may, directly or indirectly, invest an amount (which, in the case of an amount invested to acquire immovable property, is the purchase price less the amount of any indebtedness assumed or incurred by the Trust and secured by a hypothec or mortgage on such property) of up to 15% of the Adjusted Unitholders' Equity of the Trust in investments or transactions which do not comply with subsections 5.1.4, 5.1.5, 5.1.9 and 5.1.10 above or subsection 5.2.3.

For the purpose of the foregoing guidelines, the assets, liabilities and transactions of a corporation or other entity wholly or partially owned by the Trust will be deemed to be those of the Trust on a proportionate consolidation basis. In addition, any references in the foregoing to investment in immovable property will be deemed to include

an investment in a joint venture arrangement. Nothing in the guidelines prohibits the Trust from holding or assigning some or all of the receivables due pursuant to any instalment receipt agreement.

Except as specifically set forth herein to the contrary, all of the foregoing prohibitions, limitations or requirements for investment shall be determined as at the date of investment by the Trust.

Section 5.2 Operating Policies.

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

5.2.1 the Trust shall not purchase, sell, market or trade in currency or interest rate futures contracts otherwise than for hedging purposes where, for the purposes hereof, the term “hedging” shall have the meaning ascribed thereto by National Policy No. 39 adopted by the Canadian Securities Administrators, as amended from time to time;

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

5.2.3 the Trust shall not lease or sublease to any person any immovable property, premises or space where that person and its affiliates would, after the contemplated lease or sublease, be leasing or subleasing immovable property, premises or space having a fair market value in excess of 20% of the Adjusted Unitholders’ Equity of the Trust;

5.2.4 the limitation contained in subsection 5.2.3 shall not apply to the renewal of a lease or sublease and shall not apply where the lessee or sublessee is, or where the lease or sublease is guaranteed by:

5.2.4.1 the Government of Canada, the Government of the United States, any province of Canada, any state of the United States or any municipality in Canada or the United States, or any agency thereof;

5.2.4.2 any corporation, the bonds, debentures or other evidences of indebtedness of or guaranteed by which are authorized as an investment for insurance companies pursuant to subsection 86(1)(k) of the *Canadian and British Insurance Companies Act* in effect on December 31, 1991; or

5.2.4.3 a Canadian chartered bank registered under the laws of a province of Canada;

5.2.5 title to each immovable property shall be drawn up in the name of the Trustees or, to the extent permitted by applicable law, the Trust or a corporation or other entity owned, in whole or in part, directly or indirectly, by the Trust, or jointly by the Trust with other persons, including in co-ownership with other persons;

5.2.6 the Trust shall not incur or assume any indebtedness if, after giving effect to the incurring or assumption of the indebtedness, the total indebtedness of the Trust would be more than 60% of the

Gross Book Value (65% if convertible debentures of the Trust are outstanding, including the full face value of any convertible debentures). If as a result of an acquisition or if as a result of a variation in Gross Book Value the 60% limit (the 65% limit if convertible debentures of the Trust are outstanding, including the full face value of any convertible debentures) is exceeded, the Trust shall reduce its indebtedness or issue additional Units, or take other action, in order to comply with such limit within the twelve months from the date such limit was exceeded, subject to such reasonable extensions beyond such 12-month period as approved by the Trustees;

5.2.7 the Trust shall not directly or indirectly guarantee any indebtedness or liabilities of any kind of a third party, except indebtedness or liabilities assumed or incurred by an entity in which the Trust holds, directly or indirectly, an interest or an investment or in respect of an entity in which the Trust holds an interest or an investment, directly or indirectly, or by an entity jointly owned by the Trust, directly or indirectly, with others or in respect of an entity jointly owned by the Trust, directly or indirectly, and others, or in respect of an immovable co-owned by the Trust, directly or indirectly, with others, where such indebtedness if granted by the Trust directly, would not cause the Trust to otherwise contravene the restrictions set out in this section 5.2 and section 5.1;

5.2.8 the Trust shall obtain or review an independent appraisal of each property that it intends to acquire;

5.2.9 the Trust shall obtain and maintain at all times insurance coverage in respect of potential liabilities of the Trust and the accidental loss of value of the assets of the Trust from risks, in amounts, with such insurers, and on such terms as the Trustees consider appropriate, taking into account all relevant factors including the practices of owners of comparable properties; and

5.2.10 the Trust shall obtain or review a Phase I environmental audit of each immovable property to be acquired by it and, if the Phase I environmental audit report recommends a Phase II environmental audit be conducted, in any material respect, the Trust shall obtain or review a Phase II environmental audit, in each case by an independent and experienced environmental consultant.

For the purposes of the foregoing policies, the assets, liabilities and transactions of a corporation or other entity wholly or partially owned by the Trust will be deemed to be those of the Trust on a proportionate consolidation basis. In addition, any references in the foregoing to investment in immovable property will be deemed to include an investment in a joint venture.

All of the foregoing prohibitions, limitations or requirements pursuant to the foregoing policies shall be determined as at the date of investment or other action by the Trust.

Section 5.3 Regulatory Matters.

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

Section 5.4 Acquisition of Portfolio.

At the Property Closing (as defined in the Prospectus), the Trustees shall use a portion of the proceeds, net of expenses and the Underwriters' Fee (as defined in the Prospectus), from the sale of Receipt Units pursuant to the Prospectus, to pay to Cominar, the cash portion of the purchase price for the Portfolio and the Assets.

ARTICLE 6 TRUST UNITS

Section 6.1 Units.

The beneficial interests in the Trust shall constitute a single class of Units, which may be represented by instalment receipts. The number of Units which the Trust may issue is unlimited. Each Unit when issued shall vest indefeasibly in the holder thereof. The issued and outstanding Units may be subdivided or consolidated from time to time by the Trustees.

Section 6.2 Ranking of Units.

Each Unit shall represent an equal undivided interest in the Trust with all other outstanding Units, all Units outstanding from time to time shall participate equally and ratably in any distributions by the Trust and, in the event of termination of the Trust, in the net assets of the Trust remaining after satisfaction of all liabilities and no Unit shall have any preference or priority over any other.

Section 6.3 Consideration for Units.

Subject to the last two sentences of this section 6.3, a Unit shall not be fully paid until the consideration therefor has been received in full by or on behalf of the Trust. The consideration for any Unit shall be paid in money or in property or in past services that are not less in value than the fair equivalent of the money that the Trust would have received if the Unit had been issued for money. In determining whether property or past services are the fair equivalent of consideration paid in money, the Trustees may take into account reasonable charges and expenses of organization and reorganization and payments for property and past services reasonably expected to benefit the Trust. Units may be issued and sold on an instalment basis, in which event beneficial ownership of such Units may be represented by instalment receipts, but shall otherwise be non-assessable. When Units are issued and sold on an instalment basis, the Trust may take security over such Units as security for unpaid instalments, including, without limitation, a pledge as contemplated by an instalment receipt agreement.

Section 6.4 No Pre-Emptive Rights.

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

Section 6.5 Fractional Units.

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

Section 6.6 Title to Assets of the Trust.

The titles to the assets of the Trust and the right to conduct the affairs of the Trust are vested exclusively in the Trustees, subject to the provisions of this Contract of Trust, and the Unitholders shall have no interest therein other than the interest in the Trust conferred by their Units issued hereunder as described in section 2.7. No Unitholder has or is deemed to have any right of ownership in any of the assets of the Trust.

Section 6.7 Allotment and Issue.

The Trustees may allot and issue Units at such time or times and in such manner (including pursuant to any plan from time to time in effect relating to reinvestment by Unitholders of their distributions of the Trust in Units), and

for such consideration and to such person, persons or class of persons as the Trustees in their sole discretion shall determine. In the event that Units are issued in whole or in part for a consideration other than money, the resolution of the Trustees allotting and issuing such Units shall express the fair equivalent in money of the other consideration received.

Section 6.8 Rights, Warrants and Options.

The Trustees may create and issue rights, warrants or options to subscribe for fully paid Units which rights, warrants or options may be exercisable at such subscription price or prices and at such time or times as the Trustees may determine. The rights, warrants or options so created may be issued for such consideration or for no consideration, all as the Trustees may determine. A right, warrant or option shall not be a Unit and a holder thereof shall not be a Unitholder. Upon the approval by the Trustees of any Unit option plan for trustees, officers and/or employees of the Trust, the Compensation Committee may, upon receiving authority from the Trustees, grant options upon the terms and subject to the conditions set forth in such plan.

Section 6.9 Commissions and Discounts.

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

Section 6.10 Transferability.

The Units are freely transferable and the Trustees shall not impose any restriction on the transfer of Units. The Trustees shall use all reasonable efforts to obtain and maintain a listing for the Units on one or more stock exchanges in Canada.

Section 6.11 Non-Resident Ownership Constraint.

At no time may non-residents of Canada (within the meaning of the *Tax Act*) be the beneficial owners of more than 49% of the Units then outstanding and the Trustees shall inform the transfer agent and registrar of this restriction. The transfer agent and registrar may require declarations as to the jurisdictions in which beneficial owners of Units are resident. If the transfer agent and registrar becomes aware, as a result of requiring such declarations as to beneficial ownership, that the beneficial owners of 49% of the Units then outstanding are, or may be, non-residents or that such a situation is imminent, the transfer agent and registrar will advise the Trustees and, upon receiving a direction from the Trustees, may make a public announcement thereof and shall not accept a subscription for Units from or issue or register a transfer of Units to a person unless the person provides a declaration that the person is not a non-resident of Canada. If, notwithstanding the foregoing, the transfer agent and registrar determines that more than 49% of the Units are held by non-residents, the transfer agent and registrar may upon receiving a direction and suitable indemnity from the Trustees, send a notice to non-resident holders of Units, chosen in inverse order to the order of acquisition or registration or in such manner as the transfer agent and registrar may consider equitable and practicable, requiring them to sell their Units or a portion thereof within a specified period of not less than 60 days. If the Unitholders receiving such notice have not sold the specified number of Units or provided the transfer agent and registrar with satisfactory evidence that they are not non-residents of Canada within such period, the transfer agent and registrar, may on behalf of such Unitholders sell such Units and, in the interim, shall suspend the voting and distribution rights attached to such Units. Upon such sale the Unitholders thereby affected shall cease to be holders of Units and their rights shall be limited to receiving the net proceeds of sale upon surrender of the certificate representing such Units.

The Trustees' Regulations may include provisions to implement the foregoing.

Section 6.12 Certificates.

Each Unitholder or his duly authorized agent is entitled to a certificate bearing an identifying serial number in respect of the Units held by him, signed in the manner hereinafter prescribed, but the Trust is not bound to issue more than one certificate in respect of a Unit or Units held jointly or in common by two or more persons and delivery of a certificate to one of them shall be sufficient delivery to all. No certificate shall be issued to evidence any fractional Units.

Section 6.13 Execution of Certificates.

Certificates representing Units shall be signed manually by at least one Trustee or officer of the Trust holding office at the time of signing, provided, however, that if the Trustees have appointed a registrar and transfer agent which countersigns manually such Unit certificate, signatures of Trustees or officers of the Trust required on Unit certificates may be printed or otherwise mechanically reproduced thereon and certificates so signed are as valid as if they had been signed manually. If a Unit certificate contains a printed or mechanically reproduced signature of a person, the Trust may issue the certificate even though the person has ceased to be a Trustee or an officer of the Trust and such certificate is as valid as if the person were a Trustee or an officer of the Trust at the date of its issue.

Section 6.14 Certificate Fee.

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

Section 6.15 Form of Certificate.

The form of certificate representing Units (sometimes called the “**Unit Certificates**”) shall be in such form as is from time to time authorized by the Trustees. The definitive form of the Unit Certificates shall be in both the English and French languages. The Unit Certificates may be engraved, printed or lithographed, or partly in one form and partly in another, as the Trustees may determine, and the Unit Certificate issued in respect of the Initial Contribution (and any Unit Certificate issued to a transferee of such Unit) may be typewritten.

Section 6.16 Unit Register and Transfer Ledgers to be Maintained.

A register (the “**Register**”) shall be kept by, or on behalf and under the direction of the Trustees, which Register shall contain the names and addresses of Unitholders, the respective numbers of Units held by them, the certificate numbers of the certificates of such Units and a record of all transfers thereof. The Trustees may appoint one or more chartered banks or trust companies to act as transfer agents and to act as registrars for Units and may provide for the transfer of Units in one or more places within Canada. In the event of such appointment, such transfer agents and registrars shall keep all necessary registers and other books (which may be kept in a bound or looseleaf book or may be entered or recorded by any system of mechanical or electronic data processing or any other information storage device) for recording original issues and registering and transferring the Units. If the Trustees have appointed a registrar and transfer agent, no certificate for Units shall be valid unless countersigned manually by or on behalf of a transfer agent and registrar. Only persons whose Units are recorded on the Register shall be entitled to vote or to receive distributions or otherwise exercise or enjoy the rights of Unitholders.

Section 6.17 Entry on Register.

Upon any issue of Units, the name of the subscriber or other person entitled thereto shall be promptly entered on the Register as the owner of the number of Units issued to such subscriber or other person, or if the subscriber is already a Unitholder, the Register shall be amended to include his additional Units.

Section 6.18 Transfer of Units.

Units shall be for all purposes of the Trust and this Contract of Trust, movable property, and shall be transferable at any time and from time to time by the Unitholder by endorsement and delivery of the certificates representing the Units subject to such provisions and conditions as may be prescribed by the Trustees from time to time. No transfer shall be recorded on the Register unless the transferor has executed the instrument of transfer as reproduced in the Unit certificate and the transferee has delivered to the transfer agent and/or registrar a Unit certificate representing the Units transferred. Subject to the foregoing, transfers shall be recorded on the Register and a new certificate for the Units so transferred shall be issued to the transferee and in case of a transfer of only part of the Units represented by any certificate, a new certificate for the remaining Units shall be issued to the transferor.

Section 6.19 Successors in Interest to Unitholders.

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

Section 6.20 Units Held Jointly or in Fiduciary Capacity.

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

Section 6.21 Performance of Trusts.

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

Section 6.22 Lost Certificates.

In the event that any certificate for Units is lost, stolen, destroyed or mutilated, the Trustees may authorize the issuance of a new certificate for the same number of Units in lieu thereof. The Trustees may in their discretion, before the issuance of such new certificate, require the owner of the lost, stolen, destroyed or mutilated certificate, or the legal representative of the owner, to make such affidavit or statutory declaration, setting forth such facts as to the loss, theft, destruction or mutilation as the Trustees deem necessary and may require the applicant to supply to the Trust a "lost certificate" or similar bond in such reasonable amount as the Trustees direct indemnifying the Trustees, the transfer agents and registrars for so doing. The Trustees shall have the power

to acquire from an insurer or insurers a blanket lost security bond or bonds in respect of the replacement of lost, stolen, destroyed or mutilated certificates. The Trust shall pay all premiums and other sums of money payable for such purpose out of the property of the Trust with such contribution, if any, by those insured as may be determined by the Trustees. If such blanket lost security bond is acquired, the Trustees may authorize and direct (upon such terms and conditions as they from time to time impose) any registrar, transfer agent, trustee or others to whom the indemnity of such bond extends to take such action to replace such lost, stolen, destroyed or mutilated certificates without further action or approval by the Trustees.

Section 6.23 Death of Unitholders.

The death of a Unitholder during the continuance of the Trust shall not terminate the Trust or give the personal representatives or the heirs of the estate of the deceased Unitholder a right to an accounting or to take any action in the courts or otherwise against other Unitholders or the Trustees, officers of the Trust or the property of the Trust, but shall only entitle the personal representatives or the heirs of the estate or succession of the deceased Unitholder to demand and receive, pursuant to the provisions of section 6.19, a new certificate for Units in place of the certificate held by the deceased Unitholder, and upon the acceptance thereof such personal representatives or the heirs of the estate or succession of the deceased Unitholder shall succeed to all rights of the deceased Unitholder under this Contract of Trust.

Section 6.24 Unclaimed Payments.

In the event that the Trustees hold any amounts to be paid to Unitholders under Article 10 or otherwise because such amounts are unclaimed or cannot be paid for any reason, neither the Trustees nor any distribution disbursing agent shall be under any obligation to invest or reinvest the same and shall only be obligated to hold the same in a current or other non-interest bearing account with a chartered bank or trust company, pending payment to the person or persons entitled thereto. The Trustees shall, as and when required by law, and may at any time prior to such required time, pay all or part of such amounts so held to a court in the province where the Trust has its head office or to the Public Curator (or other similar government official or agency) in the province where the Trust has its head office whose receipt shall be a good release, acquittance and discharge of the obligations of the Trustees.

Section 6.25 Repurchase of Units.

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

Section 6.26 Instalment Receipts.

The Trust shall be entitled to exercise all rights to which it is entitled under any instalment receipt agreement in the event of non-payment of any instalment by a registered holder of an instalment receipt, including in particular its rights under Article 3 of the Instalment Receipt Agreement. The provisions of Article 3 of the Instalment Receipt Agreement are hereby incorporated herein by reference. For greater certainty, it is confirmed that: (i) the Receipt Units to be pledged pursuant to the Instalment Receipt Agreement by the Underwriters (as defined in the Prospectus) will remain as Units outstanding notwithstanding that said Receipt Units are registered in the name of the Custodian (as defined in the Instalment Receipt Agreement) as holder for the Trust or any assignee thereof in its capacity as creditor of said pledge; (ii) the Receipt Units so pledged are, subject to the provisions of the Instalment Receipt Agreement, to be beneficially owned by the holders of Instalment Receipts; and (iii) the Trust, or any assignee thereof, shall, pursuant to Article 3 of the Instalment Receipt Agreement, have the right, *inter alia*, to take such Receipt Units in payment and to otherwise deal with such Receipt Units as the Trustees may determine (including, without limitation, the sale thereof), the whole subject to the provisions of the Instalment Receipt Agreement, without the obligation to cancel them, the whole notwithstanding section 6.25.

Section 6.27 Take-Over Bids.

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

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

6.27.2.1 the offerees holding more than 90% of the Units to which the bid relates accepted the take-over bid;

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

6.27.2.3 a dissenting offeree is required to elect:

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

6.27.2.3.2 to demand payment of the fair value of his Units in accordance with subsections 6.27.8 to 6.27.17 by notifying the offeror within 20 days after he/she receives the offeror's notice;

6.27.2.4 a dissenting offeree who does not notify the offeror in accordance with subparagraph 6.27.2.3.2 is deemed to have elected to transfer his Units to the offeror on the same terms that the offeror acquired the Units from the offerees who accepted the take-over bid; and

6.27.2.5 a dissenting offeree must send his Units to which the take-over bid relates to the Trust within 20 days after he/she receives the offeror's notice.

6.27.3 Concurrently with sending the offeror's notice under subsection 6.27.2, the offeror shall send to the Trust a notice of adverse claim disclosing the name and address of the offeror and the name of the dissenting offeree with respect to each Unit held by a dissenting offeree.

6.27.4 A dissenting offeree to whom an offeror's notice is sent under subsection 6.27.2 shall, within 20 days after he/she receives that notice, send his Unit Certificates to the Trust.

6.27.5 Within 20 days after the offeror sends an offeror's notice under subsection 6.27.2, the offeror shall pay or transfer to the Trust the amount of money or other consideration that the offeror would have had to pay or transfer to a dissenting offeree if the dissenting offeree had elected to accept the take-over bid under subparagraph 6.27.2.3.1.

6.27.6 The Trust is deemed to hold in trust for the dissenting Unitholder the money or other consideration it receives under subsection 6.27.5, and the Trust shall deposit the money in a separate account in a bank or other body corporate any of whose deposits are insured by the Canada Deposit Insurance Corporation (or any successor thereof) or guaranteed by the Quebec Deposit Insurance Board (or any successor thereof), and shall place the other consideration in the custody of a bank or such other body corporate.

6.27.7 Within 30 days after the offeror sends an offeror's notice under subsection 6.27.2, the Trust shall:

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

6.27.7.2 give to each dissenting offeree who elects to accept the take-over bid terms under subparagraph 6.27.2.3.1 and who sends his Unit Certificates as required under subsection 6.27.4, the money or other consideration to which he/she is entitled, disregarding fractional Units, if any, which may be paid for in money; and

6.27.7.3 send to each dissenting offeree who has not sent his Unit Certificates as required under subsection 6.27.4 a notice stating that:

6.27.7.3.1 his Units have been cancelled,

6.27.7.3.2 the Trust or some designated person holds in trust for him the money or other consideration to which he/she is entitled as payment for or in exchange for his Units, and

6.27.7.3.3 the Trust will, subject to subsections 6.27.8 to 6.27.17, send that money or other consideration to him forthwith after receiving his Units.

6.27.8 If a dissenting offeree has elected to demand payment of the fair value of his Units under subparagraph 6.27.2.3.2, the offeror may, within 20 days after it has paid the money or transferred the other consideration under subsection 6.27.5, apply to a court to fix the fair value of the Units of that dissenting offeree.

6.27.9 If an offeror fails to apply to a court under subsection 6.27.8, a dissenting offeree may apply to a court for the same purpose within a further period of 20 days.

6.27.10 Where no application is made to a court under subsection 6.27.9 within the period set out in that subsection, a dissenting offeree is deemed to have elected to transfer his Units to the offeror on the same terms that the offeror acquired the Units from the offerees who accepted the take-over bid.

6.27.11 An application under subsection 6.27.8 or 6.27.9 shall be made to a court having jurisdiction in the place where the Trust has its head office or in the province where the dissenting offeree resides if the Trust carries on its affairs in that province.

6.27.12 A dissenting offeree is not required to give security for costs in an application made under subsection 6.27.8 or 6.27.9.

6.27.13 On an application under subsection 6.27.8 or 6.27.9:

6.27.13.1 all dissenting offerees referred to in subparagraph 6.27.2.3.2 whose Units have not been acquired by the offeror shall be joined as parties and shall be bound by the decision of the court; and

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

6.27.14 On an application to a court under subsection 6.27.8 or 6.27.9 the court may determine whether any other person is a dissenting offeree who should be joined as a party, and the court shall then fix a fair value for the Units of all dissenting offerees.

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

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

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

6.27.17.1 fix the amount of money or other consideration that is required to be held in trust under subsection 6.27.6;

6.27.17.2 order that money or other consideration be held in trust by a person other than the Trust; and

6.27.17.3 allow a reasonable rate of interest on the amount payable to each dissenting offeree from the date he/she sends or delivers his Unit Certificates under subsection 6.27.4 until the date of payment.

Section 6.28 Power of Attorney.

Each Unitholder hereby grants to the Trustees and each of them, their successors and assigns, a power of attorney constituting the Trustees, and each of them, with full power of substitution, as his true and lawful attorney to act on his behalf, with full power and authority in his name, place and stead, and to execute, under seal or otherwise, swear to, acknowledge, deliver, make or file or record when, as and where required:

6.28.1 this Contract of Trust, any amendment to this Contract of Trust and any other instrument required or desirable to qualify, continue and keep in good standing the Trust as a mutual fund trust;

6.28.2 any instrument, deed, agreement or document in connection with carrying on the activities and affairs of the Trust as authorized in this Contract of Trust;

6.28.3 all conveyances, transfers and other documents required in connection with the dissolution, liquidation or termination of the Trust in accordance with the terms of this Contract of Trust; and

6.28.4 any and all elections, determinations or designations whether jointly with third parties or otherwise, under the *Tax Act* or any other taxation or other legislation or similar laws of Canada or of any other jurisdiction in respect of the affairs of the Trust or of a Unitholder's interest in the Trust.

The Power of Attorney granted herein is, to the extent permitted by applicable law, irrevocable and will survive the assignment by the Unitholder of all or part of his interest in the Trust and will extend to and bind the heirs, executors, administrators and other legal representatives and successors and assigns of the Unitholder.

ARTICLE 7
MEETINGS OF UNITHOLDERS

Section 7.1 Annual Meeting.

There shall be an annual meeting of the Unitholders at such time and place as the Trustees shall prescribe for the purpose of electing Trustees, appointing the auditors of the Trust and transacting such other business as the Trustees may determine or as may properly be brought before the meeting. The annual meeting of Unitholders shall be held after delivery to the Unitholders of the annual report referred to in section 15.6 and, in any event, within 180 days after the end of each fiscal year of the Trust.

Section 7.2 Other Meetings.

The Trustees shall have power at any time to call special meetings of the Unitholders at such time and place as the Trustees may determine. Unitholders holding in the aggregate not less than 5% of the outstanding Units of the Trust may requisition the Trustees to call a special meeting of the Unitholders for the purposes stated in the requisition. The requisition shall state in reasonable detail the business to be transacted at the meeting and shall be sent to each of the Trustees at the head office of the Trust. Upon receiving the requisition, the Trustees shall call a meeting of Unitholders to transact the business referred to in the requisition, unless; (a) a record date for a meeting of the Unitholders has been fixed and notice thereof has been given to each stock exchange in Canada on which the Units are listed for trading; (b) the Trustees have called a meeting of the Unitholders and have given notice thereof pursuant to section 7.3; or (c) in connection with the business as stated in the requisition:

7.2.1 it clearly appears that the matter covered by the requisition is submitted by the Unitholder primarily for the purpose of enforcing a personal claim or redressing a personal grievance against the Trust, the Trustees, the officers of the Trust or its Unitholders, or primarily for the purpose of promoting general economic, political, racial, religious, social or similar causes;

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

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

7.2.4 the rights conferred by this section 7.2 are being abused to secure publicity.

If the Trustees do not within 21 days after receiving the requisition call a meeting, any Unitholder who signed the requisition may call the meeting in accordance with the provisions of sections 7.3 and 7.7 and the Trustees' Regulations, *mutatis mutandis*. If there shall be no Trustees, the officers of the Trust shall promptly call a special meeting of the Unitholders for the election of successor Trustees. The phrase "meeting of the Unitholders" wherever it appears in this Contract of Trust shall mean and include both an annual meeting and any other meeting of Unitholders.

Section 7.3 Notice of Meeting of Unitholders.

Notice of all meetings of the Unitholders shall be mailed or delivered by the Trustees to each Unitholder at his address appearing in the Register, to each Trustee and to the auditors of the Trust not less than 21 nor more than 50 days before the meeting. Notice of any meeting of the Unitholders shall state the purposes of the meeting.

Section 7.4 Quorum; Chairman.

A quorum for any meeting of Unitholders shall be individuals present not being less than two in number and being Unitholders or representing by proxy Unitholders who hold in the aggregate not less than 25% of the total number of outstanding Units. The Chairman, or any Trustee determined by the Trustees, shall be the chairman of any meeting of the Unitholders.

Section 7.5 Voting.

Holders of Units may attend and vote at all meetings of the Unitholders either in person or by proxy. Each Unit shall be entitled to one vote at all meetings of the Unitholders. Any action to be taken by the Unitholders shall, except as otherwise required by this Contract of Trust or by law, be authorized when approved by a majority of the votes cast at a meeting of the Unitholders. The chairman of any such meeting shall not have a second or casting vote.

Section 7.6 Matters on which Unitholders Shall Vote.

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

- 7.6.1 except as provided in sections 3.1, 3.4, 3.6, or 3.7, the election, appointment or removal of Trustees;
- 7.6.2 except as provided in section 15.4, the appointment or removal of auditors of the Trust;
- 7.6.3 any amendment to the Contract of Trust (except as provided in section 5.3 or 12.1;
- 7.6.4 an increase or decrease by the Unitholders in the number of Trustees pursuant to section 3.1 (or any authorization by the Unitholders to the Trustees to effect such increase or decrease and, if applicable, to appoint additional Trustees pursuant to section 3.1) or any increase in the maximum number of Trustees (to more than 11 Trustees) or decrease in the minimum number of Trustees (to less than nine Trustees);
- 7.6.5 the sale or transfer of the assets of the Trust as an entirety or substantially as an entirety (other than as a part of an internal reorganization of the assets of the Trust as approved by the Trustees); or
- 7.6.6 the distribution pursuant to section 13.2 of all the Trust Property.

Except with respect to the foregoing matters specified in this section 7.6 or matters submitted to a vote of the Unitholders by the Trustees, no vote of the Unitholders shall in any way bind the Trustees. In particular, under no circumstances may Unitholders authorize the forgiveness of the obligation of holders of any instalment receipts to pay amounts owing thereunder in respect of Units represented by such instalment receipts. Nothing in this section, however, shall prevent the Trustees from submitting to a vote of Unitholders any matter which they deem appropriate.

Section 7.7 Record Dates.

For the purpose of determining the Unitholders who are entitled to receive notice of and vote at any meeting or any adjournment thereof, or who are entitled to receive any distribution, or for the purpose of any other action, the Trustees may from time to time, without notice to Unitholders, close the transfer books for such period, not exceeding 30 days, as the Trustees may determine; or with or without closing the transfer books the Trustees may fix a date not more than 60 days prior to the date of any meeting of the Unitholders or distribution or other action

as a record date for the determination of Unitholders entitled to receive notice of and to vote at such meeting or any adjournment thereof or to receive such distribution or to be treated as Unitholders of record for purposes of such other action, as the case may be, and any Unitholder who was a Unitholder at the time so fixed shall be entitled to receive notice of and vote at such meeting or any adjournment thereof or to receive such distribution, even though he/she has since that date disposed of his Units, and no Unitholder becoming such after that date shall be entitled to receive notice of and vote at such meeting or any adjournment thereof or to receive such distribution or to be treated as a Unitholder of record for purposes of such other action.

Section 7.8 Proxies.

Whenever the vote or consent of Unitholders is required or permitted under this Contract of Trust, such vote or consent may be given either directly by the Unitholder or by a proxy in such form as the Trustees may prescribe from time to time. A proxy need not be a Unitholder. The Trustees may solicit such proxies from the Unitholders or any of them in any matter requiring or permitting the Unitholders' vote, approval or consent.

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

Section 7.9 Resolution in Lieu of Meeting.

A resolution signed in writing by all of the Unitholders entitled to vote on that resolution at a meeting of Unitholders is as valid as if it had been passed at a meeting of Unitholders.

ARTICLE 8
MEETINGS OF THE TRUSTEES

Section 8.1 Trustees May Act Without Meeting.

The Trustees may act with or without a meeting. Any action of the Trustees may be taken at a meeting by vote or without a meeting by written consent or resolution signed by all of the Trustees, or all of the Trustees, as the case may be. Any such consent or resolution may be signed in counterpart.

Section 8.2 Notice of Meeting.

Meetings of the Trustees may be held from time to time upon the giving of notice by the President, the Secretary or other officer of the Trust or any two Trustees. Regular meetings of the Trustees may be held without call or notice at a time and place fixed by the Trustees' Regulations. Notice of the time and place of any other meetings shall be mailed or otherwise given not less than 48 hours before the meeting but may be waived in writing by any Trustee either before or after such meeting. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Each committee of Trustees appointed by the Trustees may adopt its own rules or procedures for the calling, conduct, adjournment and regulation of the meetings of such committees as it sees fit and may amend or repeal such rules or procedures from time to time; provided, however, that the Trustees' Regulations and any such rules or procedures shall not be inconsistent with this Contract of Trust.

Section 8.3 Quorum.

A quorum for all meetings of the Trustees or any committee thereof shall be at least a majority of the Trustees or of the Trustees on such committee, as the case may be, present in person.

Section 8.4 Voting at Meetings.

Questions arising at any meeting of the Trustees shall be decided by a majority of the votes cast. In the case of an equality of votes, the chairman of the meeting, who shall be the Chairman if present, shall not have a second or casting vote in addition to his original vote, if any.

Section 8.5 Meeting by Telephone.

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

ARTICLE 9 DELEGATION OF POWERS

Section 9.1 General.

The Trustees may appoint from among their number one or more committees of Trustees and may, subject to applicable law and to any provision hereof to the contrary, delegate to such committee or committees any of the powers of the Trustees. The Trustees shall have the power to appoint, employ or contract with any person for any matter relating to the Trust or its assets or affairs. The Trustees may grant or delegate such authority to a property manager as the Trustees may, subject to applicable law, in their sole discretion deem necessary or desirable without regard to whether such authority is normally granted or delegated by trustees. Subject to section 8.4, the Trustees shall have the power to determine the term and compensation of a property manager or any other person whom they may employ or with whom they may contract. The Trustees shall have the power to grant powers of attorney as required in connection with any financing or security relating thereto.

Section 9.2 Investment Committee.

The Trustees may appoint an investment committee (the “**Investment Committee**”) to consist of not less than three Trustees. At least two-thirds of the members of the Investment Committee shall have at least five (5) years substantial experience in the real estate industry. The duties of the Investment Committee will be to recommend to the Trustees whether or not to approve or reject proposed transactions, including proposed acquisitions and dispositions of investments by the Trust and borrowings (including the assumption or granting of any hypothec or mortgage by the Trust). The Trustees may delegate to the Investment Committee the power to approve or reject proposed acquisitions, dispositions or borrowings, as the case may be, provided that the Trustees must approve any transaction where the acquisition, disposition or borrowing, as the case may be, would be in or for an amount in excess of 10% of Adjusted Unitholders’ Equity. Questions arising at any meeting of the Investment Committee shall be decided by a majority of the votes cast. Decisions may be taken by written consent signed by all of the members of the Investment Committee. Any member of the Investment Committee may call a meeting of the Investment Committee upon not less than 48 hours’ notice. Where for any reason a member of the Investment Committee is disqualified from voting on or participating in a decision, any Trustee who is disinterested and is not already a member of the Investment Committee may be designated by the Trustees to act as an alternate. Notwithstanding the appointment of the Investment Committee, the Trustees may consider and approve any matter which the Investment Committee has the authority to consider or approve.

Section 9.3 Audit Committee.

The Trustees shall appoint an audit committee (the “**Audit Committee**”) to consist of not less than three Trustees. The Audit Committee shall review the financial statements of the Trust and report thereon to the Trustees. The auditors of the Trust are entitled to receive notice of every meeting of the Audit Committee and, at the expense of the Trust, to attend and be heard thereat and, if so requested by a member of the Audit Committee, shall attend

any meeting of the Audit Committee held during the term of office of the auditors. Questions arising at any meeting of the Audit Committee shall be decided by a majority of the votes cast. Decisions may be taken by written consent signed by all of the members of the Audit Committee. The auditors of the Trust or a member of the Audit Committee may call a meeting of the Audit Committee on not less than 48 hours' notice.

Section 9.4 Compensation Committee.

The Trustees may appoint a compensation committee (the "**Compensation Committee**") to consist of not less than three Trustees. The duties of the Compensation Committee will be to review the compensation of management of the Trust. Questions arising in any meeting of the Compensation Committee shall be decided by a majority of the votes cast. Decisions may be taken by written consent signed by all of the members of the Compensation Committee. Any member of the Compensation Committee may call a meeting of the Compensation Committee upon not less than 48 hours' notice. Where for any reason a member of the Compensation Committee is disqualified from voting on or participating in a decision (and no such member shall be disqualified with respect to any matter referred to in section 4.7.6), any other Trustee who is disinterested and is not already a member of the Compensation Committee may be designated by the Trustees to act as an alternate. Notwithstanding the appointment of the Compensation Committee, the Trustees may consider and approve any matter which the Compensation Committee has the authority to consider or approve.

Section 9.5 Nominating and Governance Committee.

The Trustees may appoint a nominating and governance committee (the "**Nominating and Governance Committee**") to consist of not less than three Trustees. The duties of the Nominating and Governance Committee will be to review the governance of the Trust. Questions arising in any meeting of the Nominating and Governance Committee shall be decided by a majority of the votes cast. Decisions may be taken by written consent signed by all of the members of the Nominating and Governance Committee. Any member of the Nominating and Governance Committee may call a meeting of the Nominating and Governance Committee upon not less than 48 hours' notice. Where for any reason a member of the Nominating and Governance Committee is disqualified from voting on or participating in a decision (and no such member shall be disqualified with respect to any matter referred to in section 4.7.6), any other Trustee who is disinterested and is not already a member of the Nominating and Governance Committee may be designated by the Trustees to act as an alternate. Notwithstanding the appointment of the Nominating and Governance Committee, the Trustees may consider and approve any matter which the Nominating and Governance Committee has the authority to consider or approve.

Section 9.6 Property Manager.

The Trustees may exercise broad discretion in allowing any property manager to manage the immovable properties of the Trust, including operating, maintaining, leasing and marketing the said properties, to act as agent for the Trust in respect thereof and to execute documents on behalf of the Trustees in respect thereof, all subject to the overriding authority of the Trustees over the management and affairs generally of the Trust.

ARTICLE 10
DISTRIBUTIONS

Section 10.1 Distributions.

The Trust may distribute to Unitholders monthly on each Distribution Date such percentage of the Distributable Income for the preceding calendar month and, in the case of distributions made on December 31, for the calendar month then ended, as the Trustees may so determine in their discretion. The Trust may also distribute to Unitholders on December 31 of each year (i) the net realized capital gains of the Trust and the net recapture income of the Trust for the year then ended and (ii) any excess of the income of the Trust for purposes of the *Tax Act* for the year then ended over distributions otherwise made for that year, as the Trustees may so determine. Distributions, if any, shall be made in cash or Units, as the case may be, pursuant to any distribution reinvestment

plan or distribution reinvestment and Unit purchase plan adopted by the Trustees pursuant to section 10.6. Distributions, if any, shall be made proportionately to persons who are Unitholders on the record date for such distribution. Distributions, if any, shall be made to Unitholders of record on a date to be determined by the Trustees in accordance with section 7.7. The Trustees, if they so determine when income has been accrued but not collected may, on a temporary basis, transfer sufficient moneys from the capital to the income account of the Trust to permit distributions so determined by them under this section 10.1, if any, to be effected.

Section 10.2 Allocation.

Income and net taxable capital gains for purposes of the *Tax Act* will be allocated to Unitholders in the same proportions as distributions received by Unitholders, subject to the discretion of the Trustees to adopt an allocation method which the Trustees consider to be more reasonable in the circumstances.

Section 10.3 Payment of Distributions.

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

Section 10.4 Income Tax Matters.

For greater certainty, in reporting income for income tax purposes, the Trust may claim the maximum amount available to it as deductions under the relevant law, including but not limited to maximum capital cost allowance.

Section 10.5 Designations.

The Trustees shall make such designations, determinations and allocations for income tax purposes in respect of amounts paid or payable to Unitholders for such amounts that the Trustees consider to be reasonable, including, without limitation, designations relating to taxable dividends received by the Trust in the year on shares of taxable Canadian corporations, net taxable capital gains of the Trust in the year and foreign source income of the Trust for the year.

Section 10.6 Distribution Reinvestment and Unit Purchase Plan.

Subject to any required regulatory approvals, the Trustees may in their sole discretion establish one or more distribution reinvestment plans, distribution reinvestment and Unit purchase plans or Unit option plans at any time and from time to time.

Section 10.7 Withholding Taxes.

The Trustees may deduct or withhold from the distributions payable to any Unitholder amounts required by law to be withheld from such Unitholder's distributions.

ARTICLE 11
FEES AND EXPENSES

Section 11.1 Expenses.

The Trust shall pay all expenses incurred in connection with the administration and management of the Trust and its investments, including without limitation fees of auditors, lawyers, appraisers, registrars and transfer agents and other agents, stock exchanges, consultants and professional advisors employed by or on behalf of the Trust and the cost of reporting or giving notices to Unitholders.

Section 11.2 Payment of Immovable Property and Brokerage Commissions.

The Trust may pay immovable property and brokerage commissions at commercial rates in respect of the acquisition and disposition of any investment acquired or disposed of by it. Such commissions may be paid to a property manager or to others.

Section 11.3 Property Management, Leasing and Financing Fees.

The Trust may pay property management fees, leasing fees and financing fees in respect of any immovable property owned by it. Such fees may be paid to a property manager or to others.

ARTICLE 12
AMENDMENTS TO THE CONTRACT OF TRUST

Section 12.1 Amendments by the Trustees.

The Trustees may, without the approval of or any notice to Unitholders, make amendments to this Contract of Trust:

12.1.1 for the purpose of ensuring continuing compliance with applicable laws, regulations, requirements or policies of any governmental authority having jurisdiction over the Trustees or over the Trust, its status as a “unit trust”, a “mutual fund trust”, a “real estate investment trust” and a “registered investment” under the *Tax Act* or the distribution of its Units;

12.1.2 which, in the opinion of the Trustees, provide additional protection for the Unitholders;

12.1.3 to remove any conflicts or inconsistencies in the Contract of Trust or to make minor corrections which are, in the opinion of the Trustees, necessary or desirable and not prejudicial to the Unitholders;

12.1.4 which, in the opinion of the Trustees, are necessary or desirable to conform this Contract of Trust to the disclosure in the Prospectus;

12.1.5 which, in the opinion of the Trustees, are necessary or desirable as a result of changes in taxation laws from time to time, including, without limiting the generality of the foregoing, amendments which may affect the Trust, the Unitholders or annuitants under a plan of which a Unitholder acts as trustee or carrier or which may permit the Trust to qualify for any status under the *Tax Act* which would benefit the Trust or the Unitholders;

12.1.6 which in the opinion of the Trustees, are necessary or desirable as a result of changes in accounting standards (including, without limitation, International Financial Reporting Standards) from time to time, which may affect the Trust or the Unitholders, including without limitation to ensure that the Units qualify as equity for purposes of International Financial Reporting Standards for January 1, 2010 and thereafter;

12.1.7 for any purpose (except one in respect of which a Unitholder vote is specifically otherwise required), if the Trustees are of the opinion that the amendment is not prejudicial to Unitholders and is necessary or desirable; and

12.1.8 which, in the opinion of the Trustees, are necessary or desirable to enable the Trust to issue Units for which the purchase price is payable on an instalment basis.

Section 12.2 Amendments by Unitholders.

Subject to section 12.3, this Contract of Trust may be amended by the vote of a majority of the votes cast at a meeting of Unitholders called for that purpose.

Section 12.3 Two-Thirds Unitholder Vote.

None of the following shall occur unless the same has been duly approved by the affirmative vote of at least two-thirds of the votes cast at a meeting of Unitholders duly called and held:

12.3.1 any amendment to this section 12.3;

12.3.2 any amendment to change a right with respect to any outstanding Units of the Trust to reduce the amount payable thereon upon termination of the Trust or to diminish or eliminate any voting rights pertaining thereto;

12.3.3 any amendment to the duration or term of the Trust;

12.3.4 any amendment to increase the maximum number of Trustees (to more than 11 Trustees) or to decrease the minimum number of Trustees (to less than nine Trustees), any increase or decrease by the Unitholders in the number of Trustees pursuant to section 3.1 (or any authorization by the Unitholders to the Trustees to effect such increase or decrease and, if applicable, to appoint additional Trustees pursuant to section 3.1);

12.3.5 any amendment relating to the powers, duties, obligations, liabilities or indemnification of the Trustees;

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

12.3.7 any approval pursuant to subsection 7.6.6 or section 13.2; or

12.3.8 any amendment to section 5.1 or subsections 5.2.6, 5.2.7, 5.2.8, 5.2.9 or 5.2.10;

except for any amendment contemplated by section 5.3 or section 12.1.

Section 12.4 Trustees to Sign Amendment.

When a vote of the Unitholders approves an amendment to this Contract of Trust which, pursuant to the provisions of this Contract of Trust, binds the Trustees to make such amendment, the Trustees shall sign such documents as may be necessary to effect such amendment.

ARTICLE 13

TERMINATION OF THE TRUST

Section 13.1 Term of the Trust.

The term of the Trust shall commence on the date hereof and shall continue in full force and effect until no property of the Trust is held by the Trustees, and the Trustees shall have all the powers and discretions, expressed and implied, conferred upon them by law or by this Contract of Trust.

Section 13.2 Distribution of Trust Property by Vote of Unitholders.

Notwithstanding the provisions of section 13.1, if there is an affirmative vote of at least two-thirds of the votes cast at a meeting of Unitholders called for that purpose requiring that the Trustees distribute to the Unitholders all Trust Property, the Trustees will be bound and obligated to make such distribution to the Unitholders.

Section 13.3 Effect of Termination.

Upon the termination of the Trust or the affirmative vote referred to in section 13.2, the liabilities of the Trust shall be discharged with due speed and the net assets of the Trust shall be liquidated and the proceeds distributed proportionately to Unitholders. Such distribution may be made in cash or in kind or partly in each, all as the Trustees in their sole discretion may determine.

Section 13.4 Procedure Upon Termination.

Forthwith upon being required to commence to discharge the liabilities of and liquidate the Trust, the Trustees shall give notice thereof to the Unitholders, which notice shall designate the time or times at which Unitholders may surrender their Units for cancellation and the date at which the Register of Units of the Trust shall be closed.

Section 13.5 Powers of the Trustees Upon Termination.

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

Section 13.6 Further Notice to Unitholders.

In the event that less than all of the Unitholders have surrendered their Units for cancellation within six months after the time specified in the notice referred to in section 13.4, the Trustees shall give further notice to the remaining Unitholders to surrender their Units for cancellation and if, within one year after the further notice, all the Units shall not have been surrendered for cancellation, such remaining Units shall be deemed to be cancelled without prejudice to the rights of the holders of such Units to receive their shares, equally and ratably, of the remaining Trust Property, and the Trustees may either take appropriate steps, or appoint an agent to take appropriate steps, to contact such Unitholders (deducting all expenses thereby incurred from the amounts to which such Unitholders are entitled as aforesaid) or, in the discretion of the Trustees, may pay such amounts into Court or to the Public Curator (or other appropriate government official or agency) whose receipt shall be a good discharge and release of the Trustees.

Section 13.7 Responsibility of the Trustees after Sale and Conversion.

The Trustees shall be under no obligation to invest the proceeds of any sale of investments or other assets or cash forming part of the Trust Property after the date referred to in section 13.4 and, after such sale, the sole obligation

of the Trustees under this Contract of Trust shall be to hold such proceeds in trust for distribution pursuant to section 13.3.

ARTICLE 14

LIABILITIES OF THE TRUSTEES AND OTHERS

Section 14.1 Liability and Indemnification of the Trustees.

The Trustees shall at all times be indemnified and saved harmless out of the property of the Trust from and against all liabilities, damages, losses, debts, claims, actions, suits and proceedings whatsoever, including costs, charges and expenses in connection therewith, sustained, incurred, brought, commenced or prosecuted against them for or in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of their duties as Trustees and also from and against all other liabilities, damages, losses, debts, claims, costs, charges and expenses which they sustain or incur in or about or in relation to the affairs of the Trust. Further, the Trustees shall not be liable to the Trust or to any Unitholder or annuitant for any loss or damages relating to any matter regarding the Trust, including any loss or diminution in the value of the Trust or its assets. The foregoing provisions of this section 14.1 in favour of any Trustee do not apply unless:

14.1.1 the Trustee acted honestly and in good faith with a view to the best interests of the Trust and the Unitholders and in accordance with the provisions of Article 1309 of the *Civil Code*; and

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

The provisions of this section 14.1 with respect to indemnification and saving harmless shall apply, *mutatis mutandis*, to any former Trustee and to any officer or former officer of the Trust.

Section 14.2 Liability of the Trustees.

The Trustees shall not be liable to the Trust or to any Unitholder, annuitant or any other person for the acts, omissions, receipts, neglects or defaults of any person, firm or corporation employed or engaged by the Trust as permitted hereunder, or for joining in any receipt or act of conformity or for any loss, damage or expense caused to the Trust through the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Trust shall be paid out or invested, or for any loss or damage arising from the bankruptcy, insolvency or delictual or tortious act of any person, firm or corporation with whom or which any moneys, securities or property of the Trust shall be lodged or deposited, or for any loss occasioned by error in judgment or oversight on the part of the Trustees, or for any other loss, damage or misfortune which may happen in the execution by the Trustees of their duties hereunder, except to the extent the Trustees have not acted in accordance with subsections 14.1.1 and 14.1.2.

Section 14.3 Reliance Upon Advice.

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

Section 14.4 Liability of Unitholders and Others.

14.4.1 No Unitholder or annuitant under a plan of which a Unitholder acts as trustee or carrier shall be held to have any personal liability as such, and no resort shall be had to, nor shall recourse or satisfaction be sought from, the private property of any Unitholder or annuitant for any liability whatsoever, in delict, tort, contract or otherwise, to any person in connection with the Trust Property or the affairs of the Trust, including, without limitation, for satisfaction of any obligation or claim arising out of or in connection with

any contract or obligation of the Trust or of the Trustees or any obligation which a Unitholder or annuitant would otherwise have to indemnify a Trustee for any personal liability incurred by the Trustee as such, but rather the assets of the Trust only are intended to be liable and subject to levy or execution for satisfaction of such liability. Each Unitholder and annuitant under a plan of which a Unitholder acts as trustee or carrier shall be entitled to be reimbursed out of the assets of the Trust in respect of any payment of a Trust obligation made by such Unitholder or annuitant. Without limiting the generality of the foregoing, each Unitholder or annuitant shall be entitled to the benefits of the second sentence of Article 1322 of the *Civil Code* in respect of the obligations referred to therein.

14.4.2 (i) Any written instrument creating an obligation which is or includes the granting by the Trust of a hypothec or mortgage and (ii) to the extent the Trustees determine to be practicable and consistent with their obligations to act in the best interests of the Unitholders, any written instrument which is, in the judgment of the Trustees, a material obligation, shall contain a provision or be subject to an acknowledgment to the effect that the obligation being created is not personally binding upon, and that resort shall not be had to, nor shall recourse or satisfaction be sought from, the private property of any of the Unitholders or annuitants under a plan of which a Unitholder acts as trustee or carrier, but the property of the Trust or a specific portion thereof only shall be bound. If the Trust makes any immovable property investment subject to existing contractual obligations, including obligations under hypothecs or mortgages, the Trustees shall use all reasonable efforts to have any such obligations modified so as to achieve the aforesaid disavowal of contractual liability. Further, the Trustees shall cause the operations of the Trust to be conducted, with the advice of counsel, in such a way and in such jurisdictions as to avoid, to the extent which they determine to be practicable and consistent with their obligations to act in the best interests of the Unitholders, any material risk of liability on the Unitholders for claims against the Trust, and shall, to the extent available on terms which they determine to be practicable, including the cost of premiums, cause the insurance carried by the Trust, to the extent applicable, to cover the Unitholders and annuitants as additional insureds. Any potential liability of the Trustees with respect to their foregoing obligations or their failure to perform the same shall be governed by the provisions of sections 14.1, 14.2 and 14.3.

ARTICLE 15 GENERAL

Section 15.1 Execution of Instruments.

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

Section 15.2 Manner of Giving Notice.

Any notice required or permitted by the provisions of this Contract of Trust to be given to a Unitholder, a Trustee or the auditors of the Trust shall be deemed conclusively to have been given if given either by hand delivery or by prepaid first-class mail addressed to the Unitholder at his address shown on the Register, to the Trustee at the last address provided by such Trustee to the Secretary of the Trust, or to the auditors of the Trust at the last address provided by such auditors to the Secretary of the Trust, as the case may be, provided that if there is a general discontinuance of postal service due to strike, lockout or otherwise, such notice may be given by publication twice in the Report on Business section of the National Edition of The Globe and Mail or a similar section of any other newspaper having national circulation in Canada; provided further that if there is no such newspaper having national circulation, then by publishing twice in the business section of a newspaper in the city where the Register is maintained. Any notice so given shall be deemed to have been given on the day of hand delivery or the day following that on which the notice was mailed or, in the case of notice being given by publication, after publishing such notice twice in the designated newspaper or newspapers. In proving notice was mailed, it shall be sufficient to prove that such notice was properly addressed, stamped and mailed. Notice to any one of several joint holders

of Units shall be deemed effective notice to the other joint holders. Any notice sent by mail to or left at the address of a Unitholder pursuant to this section shall, notwithstanding the death or bankruptcy of such Unitholder, and whether or not the Trustees have notice of such death or bankruptcy, be deemed to have been fully given and shall be deemed sufficient notice to all persons having an interest in the Units concerned.

Section 15.3 Failure to Give Notice.

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

Section 15.4 Trust Auditors.

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

Section 15.5 Fiscal Year.

The fiscal year of the Trust shall terminate on December 31 in each year.

Section 15.6 Reports to Unitholders.

Within 140 days of the end of each fiscal year, commencing in the fiscal year 1998 (subject to regulatory approval), and at least 21 days prior to each annual meeting of Unitholders, the Trustees shall send to each Unitholder a report, including audited comparative financial statements for such year, prepared in compliance with applicable laws. Within 60 days after the end of each of the first three fiscal quarters of each year, the Trustees shall send unaudited comparative financial statements for the period then ended to each Unitholder. The Trustees will supply Unitholders with any information that may be required by them in connection with their obligations under the *Tax Act* and equivalent provincial legislation.

Section 15.7 Trust Property to be Kept Separate.

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

Section 15.8 Trustees May Hold Units.

Subject to the requirement in section 3.4 that at least one Trustee will be a Non-Unitholder Trustee, any Trustee or associate of a Trustee may be a Unitholder or may be an annuitant.

Section 15.9 Income Tax: Obligations of the Trustees.

The Trustees shall satisfy, perform and discharge all obligations and responsibilities of the Trustees under the *Income Tax Act* and neither the Trust nor the Trustees shall be accountable or liable to any Unitholder by reason of any act or acts of the Trustees consistent with any such obligations or responsibilities.

Section 15.10 Day not a Business Day.

In the event that any day on which any amount is to be determined or any action is required to be taken hereunder is not a business day, then such amount shall be determined or such action shall be required to be taken at or before the requisite time on the next succeeding day that is a business day. This section is not applicable to any distributions which are to be made hereunder on December 31.

Section 15.11 Income Tax: Elections.

In respect of the first taxation year of the Trust, the Trust shall, within the time prescribed, elect pursuant to subsection 132(6) of the *Income Tax Act* (as same may be amended) that the Trust be deemed to be a mutual fund trust for the entire year.

The Trust shall also apply to be a registered investment for the purposes of the *Income Tax Act* in accordance with the definition of “registered investment” set out at section 204.4 thereof.

Section 15.12 Trust Records.

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

Section 15.13 Right to Inspect Documents.

A Unitholder and any agent, consultant or creditor of the Trust shall have the right to examine the Contract of Trust, the Trustees’ Regulations, the minutes of meetings and resolutions of Unitholders, the Register and any other documents or records which the Trustees determine should be available for inspection by such persons, during normal business hours at the head office of the Trust. Unitholders and creditors of the Trust shall have the right to obtain or make or cause to be made a list of all or any of the registered holders of Units, to the same extent and upon the same conditions as those which apply to shareholders and creditors of a corporation governed by the *Canada Business Corporations Act*, as amended from time to time.

Section 15.14 Execution and Effect of Restated Contract of Trust.

Subject to Article 12, a restated Contract of Trust, setting forth the terms of this Contract of Trust, as amended to the time of execution, may be executed at any time or from time to time by the Trustees and such restated Contract of Trust as so executed shall thereafter be effective and may thereafter be referred to in lieu of the original Contract of Trust as so amended; provided, however, that no such execution of a restated Contract of Trust shall be deemed to constitute a termination of the Trust or this Contract of Trust.

Section 15.15 Consolidations.

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

Section 15.16 Counterparts.

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

Section 15.17 Severability.

The provisions of this Contract of Trust are severable and if any provisions are in conflict with any applicable law, the conflicting provisions shall be deemed never to have constituted a part of the Contract of Trust and shall not affect or impair any of the remaining provisions thereof. If any provision of this Contract of Trust shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such provision in such jurisdiction and shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or any other provision of this Contract of Trust in any jurisdiction. Notwithstanding the provisions of section 2.10, but without limiting the generality of the foregoing provisions of this section, to the extent any provision hereof contravenes a requirement of public order contained in the *Civil Code*, such provision hereof shall be severed as aforesaid from this Contract of Trust without thereby affecting or impairing any remaining provision hereof and should any applicable provision of public order contained in the *Civil Code* not be included herein, such provision shall nonetheless apply hereto, the whole without in any way affecting or impairing any other provision hereof which is not in contravention of such provision of public order.

Section 15.18 Headings for Reference Only and Preamble.

The headings preceding the articles and sections hereof have been inserted for convenience and reference only and shall not be construed to affect the meaning, construction or effect of this Contract of Trust. The preamble and recitals hereto (and all definitions therein contained) shall form an integral part of this Contract of Trust.

Section 15.19 Successors and Assigns.

The provisions of this Contract of Trust shall enure to the benefit of, and be binding upon, the parties and their heirs, executors, administrators, personal representatives, successors and assigns.

Section 15.20 Time of the Essence.

Time shall be of the essence of this Contract of Trust. The mere lapse of time in the performance of the terms of this Contract of Trust by any person shall have the effect of putting such person in default in accordance with Articles 1594 to 1600 of the *Civil Code*.

Section 15.21 Language.

The parties acknowledge that they have requested that this agreement and all documents, notices, correspondence and legal proceedings arising from this agreement or relating hereto be drawn up in English. *Les parties reconnaissent qu'elles ont exigé que cette convention ainsi que tout document, avis, correspondance et procédure légale découlant de cette convention soient rédigés en anglais.*

Section 15.22 Governing Law.

This Contract of Trust shall be interpreted and governed by and take effect exclusively in accordance with the laws of the Province of Québec. Any and all disputes arising under this Contract of Trust, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the Province of Québec and each of the Trustees hereby irrevocably attorns, and each Unitholder shall be deemed to hereby irrevocably attorn, to the exclusive jurisdiction of the courts of such province.

Section 15.23 Transition.

Notwithstanding any other provision hereof, the approval of the Investment Committee shall not be required, and the provisions of sections 4.7 and 9.2 shall not be operative or effective, with respect to the entering into of, any material contract or transaction or proposed material contract or transaction disclosed under the heading “Material Contracts” in the Prospectus.

IN WITNESS WHEREOF each of the undersigned caused these presents to be executed as of May 16, 2012.

(signed) Lyne Morin
Witness

(signed) Gérard Coulombe
Gérard Coulombe

(signed) Lyne Morin Witness

(signed) Alain Dallaire
Alain Dallaire

(signed) Lyne Morin
Witness

(signed) Michel Dallaire
Michel Dallaire

(signed) Lyne Morin
Witness

(signed) Alban D'Amours
Alban D'Amours

(signed) Lyne Morin
Witness

(signed) Robert Després
Robert Després

(signed) Lyne Morin
Witness

(signed) Dino Fuoco
Dino Fuoco

(signed) Lyne Morin
Witness

(signed) Pierre Gingras
Pierre Gingras

(signed) Lyne Morin
Witness

(signed) Ghislaine Laberge
Ghislaine Laberge

(signed) Lyne Morin Witness (signed) Michel Paquet
Michel Paquet

(signed) Lyne Morin
Witness

3466736 CANADA INC., as Intervenant

Per: (signed) Michel Dallaire
Michel Dallaire
President and Sole Director