



Office  
REIT

**SLATE OFFICE REIT**

**NOTICE OF ANNUAL AND SPECIAL MEETING OF UNITHOLDERS**

to be held on May 25, 2016 and

**MANAGEMENT INFORMATION CIRCULAR**

Dated March 21, 2016

## SLATE OFFICE REIT

March 21, 2016

Dear fellow unitholders of Slate Office REIT:

You are invited to attend an annual and special meeting (the “**Meeting**”) of the holders (“**Unitholders**”) of units and special voting units of Slate Office REIT (the “**REIT**”), which will be held at the offices of McCarthy Tétrault LLP, Suite 5300, TD Bank Tower, Box 48, 66 Wellington Street West, Toronto, Ontario, M5K 1E6 on May 25, 2016 at 10:00 a.m. EST.

At the Meeting, Unitholders will be asked to vote on:

- (i) an ordinary resolution re-appointing KPMG LLP as the auditors of the REIT for the ensuing year and authorizing the trustees of the REIT to fix the remuneration of such auditors;
- (ii) an ordinary resolution re-electing John O’Bryan, Pam Spackman, Georges Dubé, Nora Duke, Al Mawani, Blair Welch and Brady Welch as the trustees of the REIT for the ensuing year; and
- (iii) an ordinary resolution authorizing and approving the adoption of a deferred unit plan whereby deferred units may be granted to officers of the REIT in lieu of management fees, as described in the REIT’s management information circular for the year ended December 31, 2015.

At the meeting, you will hear about the REIT’s direction and plans for the coming year. You will also be able to meet and ask questions of the board of trustees and management.

The accompanying management information circular describes the business to be conducted at the meeting and also describes the REIT’s governance practices.

Your vote matters. You may exercise your vote by completing the proxy voting form or voting information form or by attending the meeting.

We encourage you to attend the meeting to hear about our annual results and learn more about our plans for the REIT.

We look forward to seeing you at the Meeting.

Yours very truly,

“*Scott Antoniak*”

---

SCOTT ANTONIAK  
Chief Executive Officer  
Slate Office REIT

## NOTICE OF ANNUAL AND SPECIAL MEETING OF UNITHOLDERS OF SLATE OFFICE REIT

All capitalized terms used herein but not otherwise defined have the meaning ascribed thereto in the accompanying management information circular dated March 21, 2016 (the “**Information Circular**”).

**NOTICE IS HEREBY GIVEN** that an annual and special meeting (the “**Meeting**”) of the holders (the “**Unitholders**”) of units (“**Units**”) and special voting units (“**Special Voting Units**”, and together with the Units, the “**Voting Units**”) of Slate Office REIT (the “**REIT**”) will be held at McCarthy Tétrault LLP, Suite 5300, TD Bank Tower, Box 48, 66 Wellington Street West, Toronto, Ontario, M5K 1E6 on May 25, 2016 at 10:00 a.m. EST, for the following purposes:

- (i) to receive and consider the audited consolidated financial statements of the REIT for the period ended December 31, 2015 and the auditor’s report thereon;
- (ii) to consider and, if thought fit, pass an ordinary resolution re-appointing KPMG LLP as the auditors of the REIT for the ensuing year and authorizing the trustees of the REIT to fix the remuneration of such auditors (the “**Auditor Resolution**”);
- (iii) to consider and, if thought fit, pass an ordinary resolution re-electing John O’Bryan, Pam Spackman, Georges Dubé, Nora Duke, Al Mawani, Blair Welch and Brady Welch as the trustees of the REIT for the ensuing year (the “**Trustee Resolution**”);
- (iv) to consider and, if thought fit, pass an ordinary resolution authorizing and approving the adoption of a deferred unit plan whereby deferred units may be granted to officers of the REIT in lieu of management fees, as described in the Information Circular (the “**Deferred Unit Plan Resolution**”); and
- (v) to transact such other business as may be properly brought before the Meeting and any adjournment or postponement thereof.

The specific details of the foregoing matters to be put before the Meeting are set forth in the Information Circular under “*Business of the Meeting*”, accompanying and forming part of this Notice of Annual and Special Meeting.

The Board of Trustees has fixed March 30, 2016 as the record date (the “**Record Date**”) for the purpose of determining holders of Voting Units entitled to receive notice of and to vote at the Meeting. Any holder of Voting Units of record at the close of business on the Record Date is entitled to vote the Voting Units registered in such Unitholder’s name at that date on each matter to be acted upon at the Meeting.

To be approved, the Auditor Resolution, the Trustee Resolution and the Deferred Unit Plan Resolution each must receive the affirmative vote of not less than a majority of the votes cast thereon by holders of the Units and Special Voting Units, with such Unitholders voting together as a single class.

For the Meeting, a quorum is present if there are two or more individuals present in person or represented by proxy, holding or representing by proxy in aggregate at least 5% of the total number of outstanding Voting Units.

Unitholders who hold their Voting Units with a bank, broker or other financial intermediary are not registered Unitholders. If you are not a registered Unitholder, you will have received a request for voting instructions from your broker or other nominee. Please complete and return your voting instruction form in accordance with the directions on the voting instruction form. To be effective, a voting instruction form must be received no later than 10:00 a.m. EST on May 23, 2016. If you plan to attend the Meeting and wish to vote in person, please follow the instructions on the enclosed voting instruction form to appoint yourself, instead of the management nominees, to vote at the Meeting. Non-registered Unitholders must take the necessary steps to appoint themselves if they wish to vote at the Meeting in person. Please take the time to ensure your vote is included at the Meeting.

## Notice-and-Access

The REIT has elected to use the notice-and-access provisions under National Instrument 51-102 – *Continuous Disclosure Obligations* (“**NI 51-102**”) and National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”, and together with NI 51-102, the “**Notice-and-Access Provisions**”) for the Meeting. The Notice-and-Access Provisions are a set of rules developed by the Canadian Securities Administrators that allows issuers to post electronic versions of proxy-related materials on-line, via the System for Electronic Document Analysis and Retrieval (“**SEDAR**”) and one other website, rather than mailing paper copies of such materials to securityholders.

Electronic copies of this Notice of Annual and Special Meeting, the Information Circular and the REIT’s management’s discussion and analysis of the results of operations and financial condition of the REIT for the year ended December 31, 2015 and the audited consolidated financial statements of the REIT and accompanying notes for the year ended December 31, 2015 together with the auditor’s report thereon (the “**2015 MD&A and Financials**”) may be found on SEDAR at [www.sedar.com](http://www.sedar.com) and also on the REIT’s website at [www.slateam.com/reits/office](http://www.slateam.com/reits/office).

Unitholders are reminded to review the Information Circular before voting.

Unitholders will receive paper copies of a notice package (the “**Notice Package**”) via pre-paid mail containing a notice with information prescribed by NI 54-101 and a form of proxy (if you are a registered Unitholder) or a voting instruction form (if you are a non-registered Unitholder). The REIT will not use procedures known as ‘stratification’ in relation to the use of Notice-and-Access Provisions. Stratification occurs when an issuer using Notice-and-Access Provisions sends a paper copy of the Information Circular to some securityholders with a Notice Package.

Unitholders may obtain paper copies of the Information Circular, the 2015 MD&A and the 2015 Financials free of charge by calling +1 (844) 507-5283 at any time up until the date of the Meeting, including any adjournment or postponement thereof. Any Unitholder wishing to obtain a paper copy of the meeting materials should submit their request no later than 9:00 a.m. EST on May 16, 2016 in order to receive paper copies of the meeting materials in time to vote before the Meeting. Unitholders may also use the toll-free number noted above to obtain more information about the Notice-and-Access Provisions. Under the Notice-and-Access Provisions, meeting materials will be available for viewing on the REIT’s website for one year from the date of posting.

DATED at Toronto, Ontario this 21<sup>st</sup> day of March, 2016.

**By order of the Board of Trustees,**

“*John O’Bryan*”

---

JOHN O’BRYAN  
Chair, Board of Trustees  
Slate Office REIT

# MANAGEMENT INFORMATION CIRCULAR

## TABLE OF CONTENTS

GENERAL INFORMATION .....	1
PROXY AND VOTING INFORMATION .....	1
Solicitation of Proxies .....	1
Notice-and-Access .....	1
Record Date .....	2
Appointment of Proxies .....	2
Revocation of Proxies .....	2
Advice to Beneficial Unitholders .....	3
Voting of Proxies .....	4
Voting Securities and Principal Holders thereof .....	4
BUSINESS OF THE MEETING .....	5
Overview .....	5
Financial Statements .....	5
Appointment of External Auditor .....	6
Election of Trustees .....	7
Officer Deferred Unit Plan .....	12
CORPORATE GOVERNANCE DISCLOSURE .....	15
General .....	15
Committees .....	15
Board Mandate .....	15
Position Descriptions .....	16
Compensation, Nomination, Governance and Oversight .....	16
Trustee and Director Interlocks .....	17
Orientation and Continuing Education .....	17
Ethical Business Conduct .....	18
Nomination of Trustees .....	18
Skills Matrix .....	19
Assessments .....	19
Term Limits .....	19
Diversity .....	20
Majority Voting Policy .....	20
Slate Voting Support .....	20
Indemnification and Liability Insurance .....	21
Indebtedness .....	21
STATEMENT OF EXECUTIVE COMPENSATION .....	22
Compensation Discussion and Analysis .....	22
Description of Compensation Framework .....	23
Approach to Risk Management .....	23
Performance Graph .....	24
STATEMENT OF TRUSTEE COMPENSATION .....	25
Overview .....	25
Unit Ownership Guidelines for Trustees .....	25
Annual Trustee Compensation .....	25
Outstanding Security-Based Awards and Option-Based Awards .....	26
Deferred Unit Plan .....	26

MANAGEMENT CONTRACTS .....	27
INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS .....	28
ADDITIONAL INFORMATION .....	28
APPROVAL OF TRUSTEES .....	28
GLOSSARY .....	29
APPENDIX A AUDITOR RESOLUTION .....	A-1
APPENDIX B TRUSTEE RESOLUTION.....	B-1
APPENDIX C DEFERRED UNIT PLAN RESOLUTION.....	C-1
APPENDIX D DEFERRED UNIT PLAN TEXT .....	D-1

## GENERAL INFORMATION

This information circular (“Information Circular”) is furnished in connection with the solicitation of proxies by and on behalf of management of Slate Office REIT (the “REIT”) for use at the annual and special meeting (the “Meeting”) of the holders (the “Unitholders”) of units (“Units”) and special voting units (“Special Voting Units”, and together with the Units, the “Voting Units”) of the REIT and any adjournment or postponement thereof. No person has been authorized to give any information or make any representation in connection with matters to be considered at the Meeting other than those contained in this Information Circular and, if given or made, any such information or representation must not be relied upon as having been authorized by the REIT or management of the REIT.

In this Information Circular, references to the REIT include its subsidiaries as required by the context. All dollar amounts are expressed in Canadian dollars unless otherwise indicated. All capitalized terms used in this Information Circular but not otherwise defined herein have the meanings set forth under “Glossary”.

## PROXY AND VOTING INFORMATION

**Beneficial Unitholders should read the information under “Proxy and Voting Information – Advice to Beneficial Unitholders” for an explanation of their rights.**

### Solicitation of Proxies

This Information Circular is furnished in connection with the solicitation of proxies by management of the REIT for use at the Meeting to be held at McCarthy Tétrault LLP, Suite 5300, TD Bank Tower, Box 48, 66 Wellington Street West, Toronto, Ontario, M5K 1E6 on May 25, 2016 at 10:00 a.m. EST and any adjournment or postponement thereof. **The information contained herein is given as of March 21, 2016, the date of this Information Circular, unless otherwise stated.**

The solicitation of proxies will be primarily by mail, subject to the use of Notice-and-Access Provisions in relation to delivery of the meeting materials, but proxies may also be solicited personally or by telephone by representatives of the REIT without special compensation or by such agents as the REIT may appoint. While no arrangements have been made to date, the REIT may contract with a professional proxy solicitation firm for the solicitation of proxies for the Meeting, which arrangements would include customary fees. The cost of solicitation will be borne by the REIT. The REIT may also pay brokers or nominees holding Voting Units in their names or in the names of their principals for their reasonable expenses incurred in sending solicitation materials to their principals.

Unitholders who are unable to attend the Meeting in person are requested to complete, date, sign and return the accompanying form of proxy for use at the Meeting or any adjournment or postponement thereof to the attention of Computershare Trust Company of Canada, 510 Burrard Street, 3rd Floor, Vancouver, British Columbia, V6C 3B9, (i) in the envelope provided, or (ii) by facsimile to (604) 661-9549. To be effective, proxies must be received by Computershare Trust Company of Canada not later than 10:00 a.m. EST on May 23, 2016 or, if the Meeting is adjourned or postponed, 48 hours (excluding Saturdays, Sundays and statutory holidays) before any adjourned or postponed Meeting.

### Notice-and-Access

The REIT is sending out proxy-related materials to Unitholders using the notice-and-access provisions under National Instrument 51-102 – *Continuous Disclosure Obligations* (“NI 51-102”) and National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* (“NI 54-101”) and together with NI 51-102, the “Notice-and-Access Provisions”). The REIT anticipates that use of the Notice-and-Access Provisions will directly benefit the REIT by reducing the postage and material costs associated with the printing and mailing of the proxy-related materials and will additionally reduce the environmental impact of such actions.

Unitholders will be provided with electronic access to the Notice of Annual and Special Meeting, this Information Circular and the REIT's management's discussion and analysis of the results of operations and financial condition of the REIT for the year ended December 31, 2015 and the audited consolidated financial statements of the REIT and accompanying notes for the year ended December 31, 2015 together with the auditor's report thereon (the "**2015 MD&A and Financials**") on SEDAR at [www.sedar.com](http://www.sedar.com) and on the REIT's website at [www.slateam.com/reits/office](http://www.slateam.com/reits/office). The annual information form for the year ended December 31, 2015 (the "**Annual Information Form**") can also be found on SEDAR and the REIT's website.

Unitholders will receive paper copies of a notice package (the "**Notice Package**") via pre-paid mail containing a notice with information prescribed by NI 54-101 and a form of proxy (if you are a registered Unitholder) or a voting instruction form (if you are a non-registered Unitholder). The REIT will not use procedures known as 'stratification' in relation to the use of Notice-and-Access Provisions. Stratification occurs when an issuer using Notice-and-Access Provisions sends a paper copy of the Information Circular to some securityholders with a Notice Package.

Unitholders may obtain paper copies of the Information Circular and the 2015 MD&A and Financials free of charge by calling +1 (844) 507-5283 at any time up until the date of the Meeting, including any adjournment or postponement thereof. Any Unitholder wishing to obtain a paper copy of the meeting materials should submit their request no later than 9:00 a.m. EST on May 16, 2016 in order to receive paper copies of the meeting materials in time to vote before the Meeting. Unitholders may also use the toll-free number noted above to obtain more information about the Notice-and-Access Provisions. Under the Notice-and-Access Provisions, meeting materials will be available for viewing on the REIT's website for one year from the date of posting.

#### **Record Date**

The REIT will prepare a list of Unitholders of record as of the close of business on March 30, 2016 (the "**Record Date**"). Unitholders named on that list will be entitled to receive notice of and vote at the Meeting or any adjournment or postponement thereof, even though he/she/it has since the Record Date disposed of his/her/its Voting Units, and no Unitholder becoming such after the Record Date will be entitled to receive notice of and vote at the Meeting or any adjournment or postponement thereof or to be treated as a Unitholder of record for purposes of such other action. Each Unitholder is entitled to one vote at the Meeting for each Voting Unit held as provided herein.

#### **Appointment of Proxies**

**A Unitholder has the right to appoint a person (who need not be a Unitholder), other than persons designated in the form of proxy accompanying this Information Circular, as nominee to attend at and act for and on behalf of such Unitholder at the Meeting.** This right may be exercised by inserting the name of such person in the blank space provided on the form of proxy applicable to the Meeting.

A form of proxy will not be valid for the Meeting or any adjournment or postponement thereof unless it is completed and delivered to Computershare Trust Company of Canada no later than 10:00 a.m. EST on the second last Business Day immediately preceding the date of the Meeting or any adjournment or postponement thereof, in accordance with the delivery instructions contained above under "*Proxy and Voting Information – Solicitation of Proxies*".

#### **Revocation of Proxies**

Proxies given by Unitholders for use at the Meeting may be revoked at any time prior to their use. Subject to compliance with the requirements described in the following paragraph, the giving of a proxy will not affect the right of a Unitholder to attend and vote in person at the Meeting.

In addition to revocation in any other manner permitted by law, a proxy may be revoked by instrument in writing executed by the Unitholder or his/her attorney duly authorized in writing, or, if the Unitholder is a corporation, under its corporate seal by an officer or attorney thereof duly authorized and deposited with

Computershare Trust Company of Canada, in a manner provided above under “*Proxy and Voting Information – Solicitation of Proxies*”, at any time up to and including 10:00 a.m. EST on the second last Business Day immediately preceding the date of the Meeting, or any adjournment or postponement thereof, as applicable, or, with the Chair at the Meeting on the day of such meeting or any adjournment or postponement thereof, and upon any such deposit, the proxy is revoked.

### **Advice to Beneficial Unitholders**

The information set forth in this section is of significant importance to a majority of Unitholders as they do not hold their Voting Units in their own names, rather they are held through a broker, dealer, bank, trust company or other nominee (such Unitholders are referred to as “**Beneficial Unitholder(s)**”). Such Voting Units are not registered in the Unitholder’s own name on the records of the REIT maintained by Computershare Trust Company of Canada and are instead registered in the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc. (“**CDS**”), which acts as nominee for many Canadian brokerage firms). Units held by brokers or their agents or nominees can only be voted (for or against Resolutions) upon the instructions of the Beneficial Unitholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting the Voting Units for the brokers’ clients. **Therefore, each Beneficial Unitholder should ensure that voting instructions are communicated to the appropriate person well in advance of the Meeting.**

Applicable Canadian regulatory policy requires brokers or other nominees to seek voting instructions from Beneficial Unitholders in advance of unitholders’ meetings by forwarding a voting instruction form (Form 54-101F7 – *Request for Voting Instructions made by Intermediary* (“**Form 54-101F7**”)) under NI 54-101. Brokers and other nominees have their own mailing and delivery procedures and provide their own return instructions to clients, which should be carefully followed by Beneficial Unitholders in order to ensure that their Voting Units are voted at the Meeting. In Canada, many brokers delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions Inc. (“**Broadridge**”). In most cases, Broadridge mails a scannable voting instruction form and asks Beneficial Unitholders to return the form to Broadridge. Alternatively, Beneficial Unitholders can either call Broadridge’s toll free telephone number to provide voting instructions, or access Broadridge’s dedicated voting web site at [www.proxyvote.com](http://www.proxyvote.com) to deliver their voting instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions to the REIT respecting the voting of Voting Units to be represented at the Meeting.

A Beneficial Unitholder will not be recognized directly at the Meeting for the purposes of voting the Voting Units registered in the name of his/her/its broker; however, a Beneficial Unitholder may attend the Meeting as proxy holder for the registered Unitholder and vote the Voting Units in that capacity. **Beneficial Unitholders who want to attend the Meeting in person and vote as proxy holder can enter their own names or the names of their appointees in the place provided for that purpose in the voting instruction form provided to them and return the same to their intermediary (or the intermediary’s agent) in accordance with the instructions provided by such broker.** Subject to the basic requirements described below, intermediaries do have flexibility as to the specific method used to appoint Beneficial Unitholders as proxy holders, and Beneficial Unitholders should carefully follow all instructions they receive.

An intermediary who is the registered holder of, or holds a proxy in respect of, securities owned by a Beneficial Unitholder must arrange, without expense to the Beneficial Unitholder, to appoint the Beneficial Unitholder or a nominee of the Beneficial Unitholder as a proxy holder in respect of those securities if the Beneficial Unitholder has instructed the intermediary to do so using either of the following methods (i) the Beneficial Unitholder filled in and submitted the Form 54-101F7 previously sent to the Beneficial Unitholder by the intermediary, or (ii) the Beneficial Unitholder submitted any other document in writing that requests that the Beneficial Unitholder or a nominee of the Beneficial Unitholder be appointed as a proxy holder. If an intermediary appoints a Beneficial Unitholder or a nominee of the Beneficial Unitholder as a proxy holder as aforesaid, the Beneficial Unitholder or nominee of the Beneficial Unitholder, as applicable, must be given the authority to attend, vote and otherwise act for and on behalf of the intermediary in respect of all matters that may come before the Meeting and any adjournment or continuance thereof, unless applicable law does not permit the giving of that authority. An intermediary

who appoints a Beneficial Unitholder as proxy holder as aforesaid must deposit the proxy within the timeframe specified above, if the intermediary obtains the instructions at least one Business Day before the termination of that time.

Beneficial Unitholders fall into two categories – those who object to their identity being made known to the issuers of securities which they own (“**OBOs**”) and those who do not object to their identity being made known to the issuers of the securities they own (“**NOBOs**”). Subject to the provisions of NI 54-101, issuers may request and obtain a list of their NOBOs from intermediaries. Pursuant to NI 54-101, issuers may obtain and use the NOBO list in connection with any matters relating to the affairs of the issuer, including the distribution of proxy-related materials directly to NOBOs. The REIT is not sending meeting materials directly to NOBOs; the REIT uses and pays intermediaries and agents to send the meeting materials. The REIT also intends to pay for intermediaries to deliver the meeting materials to OBOs.

**Beneficial Unitholders should contact their broker or other intermediary if they have any questions regarding the voting of Voting Units held through that broker or other intermediary.**

### **Voting of Proxies**

The persons named in the form of proxy accompanying this Information Circular have indicated their willingness to represent as proxy the Unitholder who appointed them. Each Unitholder may instruct his/her/its proxy how to vote his/her/its Voting Units by completing the blanks on the proxy form.

Voting Units represented by properly executed proxy forms in favour of the person designated on the form will be voted for, against or withheld from voting (as the case may be), in accordance with the instructions given on the proxy forms. In the absence of such instructions, the Voting Units will be voted “FOR” the Resolutions.

The proxy form accompanying this Information Circular confers discretionary authority upon the persons named therein with respect to amendments and variations to matters identified in the accompanying Notice of Annual and Special Meeting and with respect to any other matters which may properly come before the Meeting. As at the date of this Information Circular, management of the REIT know of no such amendments, variations or other matters to come before the Meeting.

### **Voting Securities and Principal Holders thereof**

The REIT is authorized to issue an unlimited number of Units and Special Voting Units, of which 30,058,236 Units and 5,285,160 Special Voting Units were issued and outstanding as at March 18, 2016. As at March 18, 2016, the REIT’s subsidiaries have outstanding 2,977,132 Office I LP Class B LP Units and 2,308,028 Office II LP Class B LP Units (which are attached to the outstanding Special Voting Units). Each Class B LP Unit is redeemable for cash or Units on a one-for-one basis, as determined by Office GP, in its sole discretion. Each Unitholder is entitled to one vote at the Meeting for each Voting Unit held as provided herein.

As at the date of this Information Circular, there are no persons or companies of record who own or are known to the REIT to own beneficially, directly or indirectly, more than 10% of any class of Voting Units, other than as described below.

Slate indirectly holds 5,285,160 Special Voting Units representing all of the outstanding Special Voting Units and approximately 14.95% of the outstanding Units on a non-diluted basis but including the outstanding Class B LP Units as at March 18, 2016. Blair Welch and Brady Welch, trustees of the REIT, exercise control or direction over the Class B LP Units owned by Slate in their capacity as partners of Slate. Slate also indirectly holds 1,687,251 Units representing approximately 4.77% of the outstanding Units on a non-diluted basis but including the outstanding Class B LP Units as at March 18, 2016

Fortis owns 4,729,729 Units representing approximately 15.74% of the outstanding Units and approximately 13.38% of the outstanding Units on a non-diluted basis but including the outstanding Class B LP Units as at March 18, 2016.

## BUSINESS OF THE MEETING

### Overview

The Meeting will be constituted as a general and special meeting of the REIT. The audited financial statements of the REIT for the period ended December 31, 2015 and the auditor's report thereon will be tabled before the Unitholders at the Meeting for discussion. The audited financial statements have been approved by the Audit Committee and the Board. In addition, at the Meeting, the Unitholders will be asked to consider and, if thought fit, pass (i) an ordinary resolution re-appointing KPMG LLP as the auditors of the REIT for the ensuing year and authorizing the trustees to fix the remuneration of such auditors, the full text of which is set forth in Appendix "A" (the "**Auditor Resolution**"), (ii) an ordinary resolution re-electing John O'Bryan, Pam Spackman, Georges Dubé, Nora Duke, Al Mawani, Blair Welch and Brady Welch as the trustees of the REIT for the ensuing year, the full text of which is set forth in Appendix "B" (the "**Trustee Resolution**"), and (iii) an ordinary resolution approving the adoption of a deferred unit plan for officers of the REIT, the full text of which is set forth in Appendix "C" (the "**Deferred Unit Plan Resolution**").

**If you do not specify how you want your Units voted, the persons named as proxy holders will cast the votes represented by proxy at the Meeting FOR the applicable Resolution.**

To be approved, the Auditor Resolution, the Trustee Resolution and the Deferred Unit Plan Resolution each must receive the affirmative vote of not less than a majority of the votes cast thereon by holders of the Units and Special Voting Units, with such Unitholders voting together as a single class.

For the Meeting, a quorum is present if there are two or more individuals present in person or represented by proxy, holding or representing by proxy in aggregate at least 5% of the total number of outstanding Voting Units.

### Financial Statements

2015 MD&A and Financials may be accessed on SEDAR at [www.sedar.com](http://www.sedar.com), the REIT's website at [www.slateam/reits/office](http://www.slateam/reits/office) or may be obtained from the secretary of the REIT upon request and will be available at the meeting.

## Appointment of External Auditor

KPMG LLP was first appointed auditor of the REIT December 28, 2012. Upon the recommendation of the Audit Committee, the Board of Trustees of the REIT recommends that KPMG LLP be reappointed as the REIT's auditors to hold office until the close of the next annual meeting and that the trustees be authorized to fix their remuneration.

This reappointment of KPMG LLP as auditors must be approved by a simple majority of votes cast by Unitholders at the meeting. Representatives of KPMG LLP will be present at the Meeting and will be given the opportunity to make a statement if they so wish and will respond to appropriate questions.

The following chart summarizes the fees of KPMG LLP for services during 2015 and 2014 for audit fees and non-audit related services:

<b>Fee</b>	<b>2015</b>	<b>2014</b>
Audit fees <sup>(1)</sup>	\$200,000	\$163,000
Audit related fees <sup>(2)</sup>	154,448	81,600
Tax services <sup>(3)</sup>	79,600	59,875
All other fees	-	-
<b>Total fees</b>	<b>\$434,048</b>	<b>\$304,475</b>

<sup>(1)</sup> Includes professional fees paid to the external auditor for the audit of the annual consolidated financial statements and the reviews of quarterly consolidated financial statements.

<sup>(2)</sup> Relates to assurance and related services provided in connection with transactions.

<sup>(3)</sup> Relates to tax compliance services for the REIT and its subsidiaries.

## Election of Trustees

The number of trustees to be elected at the Meeting is seven. Gary Samuel will be retiring from the Board and will not be standing for re-election. The Board has decided not to fill the vacancy created by his retirement at this time which will reduce the size of the Board from eight to seven. Trustees are elected annually and, unless re-elected, retire from office at the end of the next annual general meeting of Unitholders.

Pursuant to the Declaration of Trust, Slate Management Corporation, the external manager, (the "**Manager**") which is controlled by Slate Asset Management L.P. ("**Slate**"), has the right to nominate one trustee to stand for election to the Board (the "**Slate Nominee**") for so long as Slate has an interest of at least 5% of the Units on a fully-diluted basis. The number of trustees entitled to be nominated by Slate will be proportionately adjusted (rounding the number of appointees upwards) to account for any increase or decrease in the number of trustees of the REIT. As a result of the increase in the number of trustees of the REIT, Slate is now entitled to nominate two trustees to stand for election to the Board. In addition, pursuant to the Management Agreement, Slate has the right to nominate one trustee for election to the Board during the term of the Management Agreement, provided that so long as Slate or an affiliate has rights to elect Board members in accordance with the Declaration of Trust as set out above this right shall not apply.

In connection with the Fortis Acquisition, Fortis entered into a subscription agreement with the REIT (the "**Fortis Subscription Agreement**") whereby Fortis subscribed for 4,729,729 Units. The Fortis Subscription Agreement provides that, for so long as Fortis holds 10% or more of the outstanding Units, including all Units issuable upon the exchange of Class B LP Units outstanding at such time, the REIT will nominate one Fortis representative for election to the Board of Trustees on an annual basis (the "**Fortis Nominee**").

Other than the Slate Nominees and the Fortis Nominee, the nominees for election of the trustees have been determined by the Governance Committee in accordance with the provisions of the Declaration of Trust. Consequently, four nominees will be nominated by management of the REIT (the "**REIT Nominees**") and together with the Slate Nominees and the Fortis Nominee, the "**Nominees**"), two Slate Nominees will be nominated by Slate and one Fortis Nominee will be nominated by Fortis for election as trustees at the Meeting.

The following tables set forth, for each Nominee, the person's name, age, province or state and country of residence, positions(s) with the REIT, the date on which the person became a trustee, principal occupation, Board and committee attendance and the number of REIT securities owned. Blair Welch and Brady Welch are the Slate Nominees. Nora Duke is the Fortis Nominee.

<b>John O'Bryan</b> Toronto, Ontario, CA  <b>Age:</b> 65  <b>Status:</b> Independent  <b>Trustee Since:</b> March 18, 2015	<b>Principal Occupation During Past Five Years and Prior</b>				
	Mr. O'Bryan is currently a corporate director. Until 2014, Mr. O'Bryan was Chair of CBRE Limited and was a former member of its Canadian board of directors and Canadian executive management committee. Mr. O'Bryan joined CBRE Limited in 2008. Prior to joining CBRE, he served as Managing Director at TD Securities Inc. from 1998 to 2008. He has over 40 years' experience in the real estate industry. Mr. O'Bryan holds an honours degree in Estate Management from Reading University, United Kingdom. Mr. O'Bryan's numerous professional affiliations include board positions with the Urban Land Institute and the Real Property Association of Canada, in addition to being an associate of the Royal Institution of Chartered Surveyors. He is a past president of the National Association of Industrial and Office Properties and former member of the Appraisal Institute of Canada.				
	<b>Board &amp; Committee Attendance During 2015</b>				
	<b>Board of Trustees</b>	<b>Audit Committee</b>	<b>Investment Committee</b>	<b>Governance Committee</b>	<b>Total Attendance</b>
	5/5	-	2/2	-	7/7
	<b>Other Public Board Memberships</b>				
	CT Real Estate Investment Trust				
	<b>REIT Securities Held as at March 19, 2016</b>				
<b>Units</b>	<b>DSU</b>	<b>Special Voting Units</b>	<b>Total</b>	<b>Market Value<sup>(1)</sup></b>	
16,300	3,922	-	20,222	\$157,327	

<sup>(1)</sup> Using the March 18, 2016 closing price of the Units of \$7.78.

<b>Pam Spackman</b> Toronto, Ontario, CA  <b>Age:</b> 64  <b>Status:</b> Independent  <b>Trustee Since:</b> December 28, 2012	<b>Principal Occupation During Past Five Years and Prior</b>				
	Ms. Spackman is currently the Chair of the Mortgage Advisory Committee for Timbercreek Mortgage Strategies Inc., an entity that reviews and approves or declines mortgage loans proposed to be funded by Timbercreek Mortgage Investment Corporation, Timbercreek Senior Mortgage Investment Corporation or Timbercreek Global Real Estate Fund. Ms. Spackman is also a Member of the Advisory Committee of Crestpoint Real Estate Investments Ltd., a part of the Connor, Clark and Lunn group of companies, which owns a portfolio of commercial properties on behalf of its limited partnership investors. She has served on the board of directors of Gazit America Inc., a company focused on entrepreneurial real estate opportunities, and acted as President and Chief Executive Officer of Column Canada Financial Corporation, a wholly owned subsidiary of Credit Suisse Group AG. She was previously a Vice-President Mortgage Investment for the Ministry of Finance in the Province of British Columbia and an Investment Manager for the Workers' Compensation Board Investment Fund in Ontario. Ms. Spackman acquired the ICD.D designation following completion of the Institute of Corporate Directors programme at the University of Toronto.				
	<b>Board &amp; Committee Attendance During 2015</b>				
	<b>Board of Trustees</b>	<b>Audit Committee</b>	<b>Investment Committee</b>	<b>Governance Committee</b>	<b>Total Attendance</b>
	7/7	4/4	-	5/5	16/16
	<b>Other Public Board Memberships</b>				
	-				
	<b>REIT Securities Held as at March 19, 2016</b>				
<b>Units</b>	<b>DSU</b>	<b>Special Voting Units</b>	<b>Total</b>	<b>Market Value<sup>(1)</sup></b>	
48,000	3,835	-	51,835	\$403,276	

<sup>(1)</sup> Using the March 18, 2016 closing price of the Units of \$7.78.

<b>Nora Duke</b> St. John's, Newfoundland and Labrador, CA  <b>Age:</b> 54  <b>Status:</b> Independent  <b>Trustee Since:</b> June 30, 2015	<b>Principal Occupation During Past Five Years and Prior</b>				
	Nora Duke is currently Executive Vice President, Corporate Services and Chief Human Resource Officer of Fortis Inc. Prior to this recent appointment, Ms. Duke served as the Chief Executive Officer of Fortis Properties Corporation from 2007 to 2015. Prior to serving as Chief Executive Officer of Fortis Properties Corporation, Ms. Duke spent 16 years at Newfoundland Power Inc., ultimately serving as the company's Vice President of Customer and Corporate Services. She has been inducted into Atlantic Canada's Top 50 CEOs Hall of Fame by Atlantic Business Magazine. She was also named one of Canada's 100 Most Powerful Women in 2010 by the Women's Executive Network. Ms. Duke holds a Bachelor of Commerce (honours) and a Masters of Business Administration from Memorial University.				
	<b>Board &amp; Committee Attendance During 2015</b>				
	<b>Board of Trustees</b>	<b>Audit Committee</b>	<b>Investment Committee</b>	<b>Governance Committee</b>	<b>Total Attendance</b>
	2/2	-	-	-	2/2
	<b>Other Public Board Memberships</b>				
	-				
	<b>REIT Securities Held as at March 19, 2016</b>				
<b>Units</b>	<b>DSU</b>	<b>Special Voting Units</b>	<b>Total</b>	<b>Market Value<sup>(1)</sup></b>	
-	941	-	941	\$7,320	

<sup>(1)</sup> Using the March 18, 2016 closing price of the Units of \$7.78.

<b>Georges Dubé</b> Toronto, Ontario, CA  <b>Age:</b> 50  <b>Status:</b> Independent  <b>Trustee Since:</b> December 28, 2012	<b>Principal Occupation During Past Five Years and Prior</b>				
	Mr. Dubé has been a Partner at Bennett Jones LLP, a Canadian-based business law firm, since November 1, 2012. From 2003 to 2012, Mr. Dubé practiced law at another large Canadian-based business law and litigation firm. Mr. Dubé is a transactional corporate securities lawyer with 18 years of experience. In 2012, he was listed Lexpert as a leading Corporate Finance and Securities lawyer in Canada. Mr. Dubé is a board member of the Shaw Festival Boxing annual fundraising event. He also served from 2010 to 2012 on the Securities Advisory Committee of the Ontario Securities Commission. Mr. Dubé received a Bachelor of Science in Foreign Service from Georgetown University and an LLB from the Faculty of Law of McGill University.				
	<b>Board &amp; Committee Attendance During 2015</b>				
	<b>Board of Trustees</b>	<b>Audit Committee</b>	<b>Investment Committee</b>	<b>Governance Committee</b>	<b>Total Attendance</b>
	6/7	-	-	5/5	11/12
	<b>Other Public Board Memberships</b>				
	-				
	<b>REIT Securities Held as at March 19, 2016</b>				
<b>Units</b>	<b>DSU</b>	<b>Special Voting Units</b>	<b>Total</b>	<b>Market Value<sup>(1)</sup></b>	
6,000	1,322	-	7,322	\$56,965	

<sup>(1)</sup> Using the March 18, 2016 closing price of the Units of \$7.78.

<b>Al Mawani</b> Thornhill, Ontario, CA  <b>Age:</b> 64  <b>Status:</b> Independent  <b>Trustee Since:</b> April 14, 2015	<b>Principal Occupation During Past Five Years and Prior</b>				
	Mr. Mawani has been President & CEO of Rodenbury Investments Limited, a private owner of industrial real estate since April 2015. From 2011 to 2013, Mr. Mawani was President & CEO of Calloway REIT and from 1999 to 2015 was a Principal of Exponent Capital Partners Inc., a private equity investor. He worked at Oxford Properties Group Inc. for 23 years including 10 years as Chief Financial Officer from 1989 to 2000. Mr. Mawani has been a board member of a number of REITs and real estate corporations since 2001. Mr. Mawani is a chartered accountant and has a Master of Business Administration from University of Toronto and a Masters in Law from York University.				
	<b>Board &amp; Committee Attendance During 2015</b>				
	<b>Board of Trustees</b>	<b>Audit Committee</b>	<b>Investment Committee</b>	<b>Governance Committee</b>	<b>Total Attendance</b>
	5/5	3/3	-	-	8/8
	<b>Other Public Board Memberships</b>				
	Boardwalk REIT				
	<b>REIT Securities Held as at March 19, 2016</b>				
	<b>Units</b>	<b>DSU</b>	<b>Special Voting Units</b>	<b>Total</b>	<b>Market Value<sup>(1)</sup></b>
	19,800	3,599	-	23,399	\$182,044

<sup>(1)</sup> Using the March 18, 2016 closing price of the Units of \$7.78.

<b>Blair Welch</b> Ancaster, Ontario, CA  <b>Age:</b> 43  <b>Status:</b> Non-Independent  <b>Trustee Since:</b> May 25, 2015	<b>Principal Occupation During Past Five Years and Prior</b>				
	Mr. Welch was formerly the Chief Executive Officer of the REIT and has over 18 years of experience in the real estate industry in North America and Asia. Prior to co-founding Slate in 2004, Mr. Welch worked with First National Financial Corporation from 2002 until 2005 where he was responsible for developing a successful Canadian commercial mortgage-backed securities program. From 2001 to 2002, Mr. Welch was employed as a consultant by the General Motors Acceptance Corporation Commercial Mortgage to underwrite commercial assets for securitization. Mr. Welch also worked with General Motors Acceptance Corporation Commercial Mortgage to assist with their Canadian commercial mortgage-backed securities program. From 1997 to 2000, Mr. Welch was a Vice President and original member of New York-based Fortress Investment Group, spending time in Tokyo and Toronto, where he was responsible for originating office, retail, industrial and hospitality investment opportunities throughout both the U.S. and Canada. Mr. Welch began his career in the corporate finance group of Bankers Trust in New York and Toronto from 1996 to 1997, where he identified acquisition opportunities, oversaw due diligence, supervised property managers and leasing professionals, analyzed and approved capital expenditures and helped raise debt and equity capital for a variety of U.S. real estate clients. Mr. Welch also worked with Brazos Advisors (now Lonestar), participating in direct investment, securitization and corporate debt transactions in the U.S. and Canada. Mr. Welch holds a Bachelor of Commerce degree from the University of British Columbia.				
	<b>Board &amp; Committee Attendance During 2015</b>				
	<b>Board of Trustees</b>	<b>Audit Committee</b>	<b>Investment Committee</b>	<b>Governance Committee</b>	<b>Total Attendance</b>
	7/7	-	2/2	-	9/9
	<b>Other Public Board Memberships</b>				
	Slate Retail REIT				
	<b>REIT Securities Held as at March 19, 2016</b>				
	<b>Units<sup>(1)</sup></b>	<b>DSU</b>	<b>Special Voting Units<sup>(1)</sup></b>	<b>Total</b>	<b>Market Value<sup>(2)</sup></b>
	1,700,471	-	5,285,160	6,985,631	\$54,348,209

<sup>(1)</sup> Includes Units and Special Voting Units directly and indirectly held by Slate.

<sup>(2)</sup> Using the March 18, 2016 closing price of the Units of \$7.78.

<b>Brady Welch</b> Burlington, Ontario, CA  <b>Age:</b> 46  <b>Status:</b> Non-Independent  <b>Trustee Since:</b> November 4, 2014	<b>Principal Occupation During Past Five Years and Prior</b>				
	Mr. Welch has over 18 years of experience in the real estate industry in North America and Europe across a variety of asset classes, including office, industrial, multi-family and retail and serves as Chief Financial Officer of the REIT. Prior to co-founding Slate in 2004, he held senior management positions with Fortress Investment Group from 1998 to 2005, including acting as a Vice-President and Managing Director, where he was responsible for overseeing all direct investments in commercial real estate in the U.S. In this capacity, Mr. Welch identified acquisition opportunities, underwrote asset values, oversaw due diligence, negotiated purchase and sale agreements, selected lenders and negotiated financing terms, supervised property managers and third party leasing professionals, approved large leasing contracts, approved capital expenditures, prepared annual operating budgets, provided updates on operating performance and developed and executed asset disposition strategies. During his eight year tenure at Fortress, Mr. Welch was involved in a significant number of real estate investments across retail, office, industrial, multi-family and hospitality asset classes. From 1997 until 1998, Mr. Welch managed the joint venture investments of Truscan (the former real estate arm of Canada Trust) including class A office towers in Canada's five major urban markets. Mr. Welch began his career in the mid-1990s with Brazos Advisors (now Lonestar), participating in the acquisition and work-out of Canadian distressed real estate loan pools from insurance companies and financial institutions. Mr. Welch holds a Bachelor of Commerce degree from Mount Allison University.				
	<b>Board &amp; Committee Attendance During 2015</b>				
	<b>Board of Trustees</b>	<b>Audit Committee</b>	<b>Investment Committee</b>	<b>Governance Committee</b>	<b>Total Attendance</b>
	7/7	-	-	-	7/7
	<b>Other Public Board Memberships</b>				
	Slate Retail REIT				
	<b>REIT Securities Held as at March 19, 2016</b>				
	<b>Units<sup>(1)</sup></b>	<b>DSU</b>	<b>Special Voting Units<sup>(1)</sup></b>	<b>Total</b>	<b>Market Value<sup>(2)</sup></b>
	1,706,871	-	5,285,160	6,992,031	\$54,398,001

<sup>(1)</sup> Includes Units and Special Voting Units directly and indirectly held by Slate.

<sup>(2)</sup> Using the March 18, 2016 closing price of the Units of \$7.78.

## **Officer Deferred Unit Plan**

### *Overview*

On March 21, 2016, the Board adopted a deferred unit plan for officers of the REIT (the “**Officer Deferred Unit Plan**”), subject to the approval of such plan by Unitholders at the Meeting. The Officer Deferred Unit Plan provides officers of the REIT with the opportunity to acquire deferred Units (“**Deferred Units**”) which represent a right to receive Units. No Deferred Units are currently outstanding under the Officer Deferred Unit Plan. The maximum number of Deferred Units reserved for issuance under the Officer Deferred Unit Plan is 1% of the total Units (assuming redemption of all outstanding Class B LP Units for Units) issued and outstanding on March 21, 2016 (being 353,434 Deferred Units). The Officer Deferred Unit Plan is administered by the Manager and the value of all grants pursuant to the Officer Deferred Unit Plan are paid in lieu of equivalent amounts of the Asset Management Fee. For clarity, the Asset Management Fee payable in any year will be reduced by an amount equal to the amount of any grant pursuant to the Officer Deferred Unit Plan in such year. A copy of the full text of the Officer Deferred Unit Plan is attached as Appendix “D” to this Information Circular.

The purpose of the Officer Deferred Unit Plan is to advance the interests of the REIT by enhancing the ability of the REIT to attract and motivate officers of the REIT and to reward such persons for their sustained contributions, to encourage such persons to take into account the long-term performance of the REIT and to promote a greater alignment of interests between officers of the REIT and Unitholders.

### *Eligible Persons*

Officers of the REIT are eligible to participate in the Officers Deferred Unit Plan (“**Participants**”). Participants will receive any grants pursuant to the Officer Deferred Unit Plan on an annual basis. Deferred Units will not entitle an officer of the REIT who elects to participate in the Officer Deferred Unit Plan (“**Participating Officer**”) to any voting or other Unitholder rights. One Deferred Unit is economically equivalent to one Unit. Fractional Deferred Units are permitted under the Officer Deferred Unit Plan.

A Participating Officer who is not a U.S. taxpayer is entitled once per calendar year to terminate his or her participation in the Officer Deferred Unit Plan by way of a termination notice. Such termination shall be effective immediately upon receipt. Participation in the Officer Deferred Unit Plan by a U.S. taxpayer is irrevocable for the year of participation.

Any Deferred Units granted under the Deferred Unit Plan prior to the delivery of a termination notice by a Participating Officer shall remain in the Officer Deferred Unit Plan following such termination and will be redeemable only in accordance with the terms of the Officer Deferred Unit Plan.

### *Number of Units Reserved for Issuance*

The maximum number of Deferred Units reserved for issuance under the Officer Deferred Unit Plan is 1% of the total number of issued and outstanding Units, on a fully-diluted basis, as of March 21, 2016 (being 353,434 Deferred Units).

Increases in the maximum number of Deferred Units issuable pursuant to the Officer Deferred Unit Plan will require prior approval of Unitholders and the TSX.

The maximum aggregate number of Units that may be subject to grants of Deferred Units under the Officer Deferred Unit Plan to any one Participant during any financial year of the REIT shall be no greater than \$150,000.

### *Deferred Unit Grants And Accounts*

Deferred Units will be credited annually to each Participating Officer’s account and will be determined by the volume weighted average trading price of a Unit on the TSX for the five trading days prior to the date on which the Deferred Units are credited. Additional Deferred Units will be automatically credited to a

Participating Officer's account under the Officer Deferred Unit Plan when the REIT pays a cash distribution to Unitholders. The additional Deferred Units to be credited will be calculated by multiplying the number of Deferred Units in the Participating Officer's account at the time such distribution is paid by the amount of the distribution and dividing that amount by the volume weighted average trading price of a Unit on the TSX for the five trading days prior to the day the distribution is paid.

#### *Insider Participation Limits*

The maximum aggregate number of Deferred Units issuable under the Officer Deferred Unit Plan to Insiders (as defined in the TSX Company Manual) at any time, including those Units issuable under any other security-based compensation arrangement, shall not exceed 10% of the issued and outstanding Units on a non-diluted basis as of the award date of such Deferred Units and the maximum aggregate number of Units that may be issued pursuant to Deferred Units to such Insiders during any 12-month period, including those Units issuable under any other security-based compensation arrangement, shall not exceed 10% of the issued and outstanding Units on a non-diluted basis.

#### *Vesting of Deferred Units*

Subject to the Board's discretion to vary the manner in which Deferred Units vest pursuant to any grant of Deferred Units, Deferred Units granted to Participating Officers will vest immediately upon grant, including additional Deferred Units credited to a Participating Officer's account in connection with cash distributions. Additional Deferred Units shall vest on the same schedule as their corresponding Deferred Units and are considered issued on the same date as the Deferred Units in respect of which they were credited.

#### *Redemption and Termination of Deferred Units*

Subject to the paragraph immediately below, Deferred Units will be redeemable by a Participating Officer at any time, provided that any such redemption date is not earlier than two years following the date of grant of the Deferred Units.

When a Participating Officer ceases to be an officer of the REIT, the former officer of the REIT will receive Units issued by the REIT for the number of Deferred Units credited to his or her account, including any cash distributions paid by the REIT on the Units that have accrued in the form of Deferred Units or, at his or her election, in whole or in part, the cash equivalent thereof. Units (or where the former officer of the REIT so elects, cash) will be issued to the former officer of the REIT, subject to any applicable statutory source deductions. In addition, the Deferred Units are redeemable by the Participating Officer or the Participating Officer's estate on or after the date they cease to be an officer of the REIT, provided the redemption is not later than two years following the date the Participating Officer ceases to be an officer of the REIT.

Upon payment in full of the value of the Deferred Units, the Deferred Units shall be cancelled.

#### *Amendment, Suspension or Termination*

The Board may review and confirm the terms of the Officer Deferred Unit Plan from time to time and may, subject to applicable stock exchange rules, amend or suspend the Officer Deferred Unit Plan in whole or in part as well as terminate the Officer Deferred Unit Plan without prior notice as it deems appropriate.

Without limitation, the Board may, subject to the rules of the TSX, make changes:

- (a) to correct errors, immaterial inconsistencies or ambiguities in the Officer Deferred Unit Plan;
- (b) necessary or desirable to comply with applicable laws or regulatory requirements, rules or policies (including stock exchange requirements);
- (c) to the vesting provisions applicable to Deferred Units issued under the plan; and

- (d) any other amendment that does not require Unitholder approval under applicable laws or rules of the TSX.

However, subject to the terms of the Officer Deferred Unit Plan, no amendment may adversely affect the Deferred Units previously granted under the Officer Deferred Unit Plan without the consent of the affected Participant, and any amendment requiring Unitholder approval under the rules of the TSX may not be made without such approval.

In addition, any amendment to the Officer Deferred Unit Plan that would, among other things, result in any increase in the number of Deferred Units issuable under the Officer Deferred Unit Plan or permit Deferred Units granted under the plan to be transferable or assignable other than for normal estate settlement purposes will be subject to the approval of Unitholders.

#### *Assignment*

In no event may the rights or interests of a Participant under the Officer Deferred Unit Plan be assigned, encumbered, pledged, transferred or alienated in any way, except to the extent that certain rights may pass to a beneficiary or legal representative upon death of a Participant, by will or as required by law.

Rights and obligations under the Officer Deferred Unit Plan may be assigned by the REIT to a successor in the business of the REIT.

#### *Approval and Recommendation of the Board*

**The Board has unanimously determined that the Officer Deferred Unit Plan is in the best interests of the REIT and its Unitholders and recommends that Unitholders vote in favour of the Deferred Unit Plan Resolution.**

#### **Approvals Required for the Officer Deferred Unit Plan**

##### *Unitholder Approval*

At the Meeting, Unitholders will be asked to consider and, if thought fit, pass the Deferred Unit Plan Resolution, the full text of which is set forth in Appendix “D” to this Information Circular, approving the Officer Deferred Unit Plan.

To be approved, the Deferred Unit Plan Resolution must receive the affirmative vote of not less than a majority of the votes cast thereon by holders of the Units and Special Voting Units, with such Unitholders voting together as a single class.

##### *TSX Approval*

The TSX conditionally approved the Officer Deferred Unit Plan and the listing of the Units issued pursuant to the Officer Deferred Unit Plan on March 22, 2016, subject to the satisfaction of certain conditions and the receipt of certain documentation.

## CORPORATE GOVERNANCE DISCLOSURE

### General

Pursuant to the Declaration of Trust, there are to be no fewer than one and no more than nine trustees, with a majority being residents of Canada and independent trustees. The Board currently consists of eight trustees; however, Gary Samuel will not be standing for re-election. The Board will not fill the vacancy created by his retirement and has determined that seven trustees are appropriate at this time. Of the eight trustees that currently comprise the Board, six trustees – John O’Bryan, Pam Spackman, Georges Dubé, Nora Duke and Al Mawani are “independent” in accordance with the definition of “independence” set forth in National Instrument 58-101 – *Disclosure of Corporate Governance Practices*. Blair Welch and Brady Welch are not “independent” by virtue of their former positions as officers of the REIT and by virtue of their relationship with the Manager. The Independent Trustees hold *in camera* meetings at which non-Independent Trustees and members of management are not in attendance. For the year ended December 31, 2015, the Independent Trustees attended at least 18 of such meetings.

The chair of the Board (“**Chair**”), John O’Bryan, is independent. The Chair is responsible for (i) leading, managing and organizing the Board, (ii) promoting cohesiveness among the trustees, (iii) acting as Chair of the meetings of the Board, including establishing procedures to govern the Board’s work to ensure the Board can conduct its work effectively and efficiently, (iv) acting as a liaison between the Board and management through the Chief Executive Officer of the REIT, and (v) promoting the provision of information to the trustees on a timely basis to keep the trustees apprised of matters which are material to them.

### Committees

The Board has three committees: the audit committee (the “**Audit Committee**”), comprised of Al Mawani (chair), Pam Spackman and Gary Samuel, the compensation, governance and nominating committee (the “**Governance Committee**”), comprised of Pam Spackman (chair), Georges Dubé and Gary Samuel, and the investment committee (the “**Investment Committee**”), comprised of John O’Bryan (chair), Gary Samuel and Blair Welch.

Additional information regarding the Audit Committee, the Governance Committee and the Investment Committee (collectively, the “**Committees**”) can be found under the heading “*Trustees and Executive Officers of the REIT*” in the Annual Information Form.

### Board Mandate

The Board is responsible for the general stewardship of the REIT. It is elected by Unitholders to supervise management of the REIT’s business with the goal of enhancing the REIT’s long-term unitholder value. The Board has adopted a charter which reflects the REIT’s commitment to high standards of governance. The charter also assists the Board in supervising the management of the REIT.

The Board has also adopted a charter for the Chair. These charters contribute to establishing appropriate limits on management’s authority. The Board’s charter, which is expressly incorporated by reference herein, is available on SEDAR at [www.sedar.com](http://www.sedar.com) or on the REIT’s website at [www.slateam.com/reits/office](http://www.slateam.com/reits/office) under “Governance”.

The Board oversees the management of the REIT. Management is responsible for general day-to-day management of the REIT and for making recommendations to the Board with respect to long-term strategic, financial, organizational and related objectives.

The roles and responsibilities of the Board are intended to primarily focus on the formulation of long-term strategic, financial and organizational goals for the REIT and on the monitoring of management performance.

The Board is responsible for (a) adopting the strategic planning process presented by the Manager, approving an annual budget, evaluating and discussing a strategic plan for the upcoming year which takes into account, among other things, the opportunities and risks of the REIT's business and investments; (b) supervising the activities and managing the investments and affairs of the REIT; (c) approving major decisions regarding the REIT; (d) defining the roles and responsibilities of management; (e) reviewing and approving the business and investment objectives to be met by management; (f) assessing the performance of and overseeing management; (g) reviewing the REIT's debt strategy; (h) identifying and managing the REIT's risk exposure; (i) ensuring the integrity and adequacy of the REIT's internal controls and management information systems; (j) succession planning for trustees; (k) establishing committees of the Board, where required or prudent, and defining their mandate; (l) maintaining records and providing reports to Unitholders; (m) ensuring effective and adequate communication with Unitholders, other stakeholders and the public; and (n) determining the amount and timing of distributions to Unitholders

## **Position Descriptions**

The Board has developed a written position description in the form of a charter for the Chair. The Board has also developed written position descriptions in the form of a charter for the chair of each Committee. In addition, the Board has developed a written position description for the Chief Executive Officer.

## **Compensation, Nomination, Governance and Oversight**

### *Role of the Governance Committee*

The Governance Committee, which is comprised entirely of Independent Trustees, is responsible for determining the compensation of the trustees of the REIT. The responsibilities, powers and operation of the Governance Committee are set out in the Governance Committee charter which is available on SEDAR at [www.sedar.com](http://www.sedar.com) or on the REIT's website at [www.slateam.com/reits/office](http://www.slateam.com/reits/office) under "Governance". More information on the responsibilities, powers and operation of the Governance Committee can also be found under the heading "*Trustees and Executive Officers of the REIT – Compensation, Governance and Nominating Committee*" in the Annual Information Form and under the heading "*Statement of Trustee Compensation*" in this Information Circular.

While Governance Committee's charter mandates that it is responsible for reviewing and approving the compensation of executive management to the extent that senior officers are employed directly by the REIT, the REIT's senior management team currently consists of individuals employed and compensated by the Manager. As a result, the Governance Committee does not currently have any direct responsibilities or powers in respect of executive compensation matters.

### *Use of Discretion*

The Governance Committee does not have the explicit authority to exercise discretion to award compensation absent attainment of the relevant performance goal. As the REIT is externally managed and compensation is determined by the Manager, this is not a required authority.

### *Experience of Members*

Pam Spackman's experience with respect to governance and executive compensation matters is related to her experience in her role as Chief Executive Officer of Column Canada Financial Corporation, a position she held between 2000 and 2008. Ms. Spackman acquired further experience in her role on the board of directors of Gazit America Inc., a TSX-listed company for which she served as chair of corporate governance, nominating and compensation committee, and was a member of the audit committee from 2009 until its' privatization in 2012. Ms. Spackman also holds the ICD.D designation from the Institute of Corporate Directors.

Georges Dubé's extensive legal career has provided deep experience in matters of securities law and governance matters as they relate specifically to public companies. In addition to his experience on

private boards, he served from 2010 to 2012 on the Securities Advisory Committee of the Ontario Securities Commission.

The Governance Committee members will be in attendance at the annual general meeting and will be available to respond to appropriate questions about governance matters.

### **Trustee and Director Interlocks**

None of the Nominees has served together as trustees or directors on any outside boards during the REIT's most recently completed fiscal year. The directorships on other public companies of all Nominees are described under the section entitled "Election of Trustees".

### **Orientation and Continuing Education**

The REIT has an orientation program for new trustees which addresses the role of the Board, its Committees and individual members and provides a reference manual of materials, which includes (among other things) (i) the Declaration of Trust, (ii) material agreements and documents related to the REIT, (iii) charters for the Board and the Committees, (iv) a description of the REIT's legal and organizational structure, and (v) operational plans, financial reports, other reports and corporate policies. In addition, the Board and members of management organize presentations by external legal counsel on new legislative and policy developments that affect the Board, arrange one-on-one briefings with the Board, the Chair, the Chief Executive Officer and the Chief Financial Officer and set aside time for social interaction with the Board and management. The Board orientation program is reviewed annually by the Governance Committee and the Board and feedback from newly oriented trustees is incorporated into the program from time to time.

The Governance Committee is responsible for the ongoing education of trustees. Continuing education contributes to the awareness of the Board with respect to changes and developments in the following areas: legislative, policy and accounting developments, risk, insurance, governance, market performance, competitive analysis, investment opportunities and environmental issues. The Board's continuing education program has five components (i) management presentations, (ii) presentations and information solicited from external advisors (including legal, accounting and consulting firms), (iii) accredited programs, and (iv) site visits. Education matters involving management and external advisors take place at regularly scheduled Board meetings and *in camera* sessions. Trustees are provided opportunities to visit the REIT's properties as well as those of competitors. The continuing education program is reviewed annually by the Governance Committee and the Board.

The following table lists certain conferences, seminars and courses attended by trustees of the REIT in 2015 as part of the REIT's continuing trustee education:

<b>Topic/Event</b>	<b>Presented/Hosted By:</b>
U.S. Cross Border Tax Issues	Canadian Imperial Bank of Commerce
Toronto Real Estate: Pan Am Village	Urban Land Institute
2015 Canadian Hostile Take-Over Bid Study	Fasken Martineau LLP
Annual Real Estate Conference	Canadian Imperial Bank of Commerce
A Primer on Contractual Interpretation	McCarthy Tétrault LLP
Developments in Financial & Regulatory Reporting for Public Enterprises	PricewaterhouseCoopers
Annual Disclosure and Governance Seminar	McCarthy Tétrault LLP
Atlantic Canada Portfolio Overview	Bob Mussett, CBRE Canada
Current Issues in Director's Liability and Insurance	Institute of Corporate Directors
Working with CEOs of Tomorrow: What Boards Need to Know	PricewaterhouseCoopers
Securities Law Practitioners' Conference	Insight

<b>Topic/Event</b>	<b>Presented/Hosted By:</b>
Canadian M&A and PE	Mergermarket
Directors Education Program	Rotman School of Management
Various Seminars	Institute of Corporate Directors
Calgary and Toronto Real Estate Conference	Real Estate Forum
Rotman Governance Day	Rotman and Institute of Corporate Directors

### **Ethical Business Conduct**

It is the policy of the REIT that all activities be conducted with the highest standards of fairness, honesty and integrity and in compliance with all legal and regulatory requirements. The REIT's Code of Conduct (the "**Code**") has been endorsed by the Board and applies to the trustees and officers of the REIT and employees of the Manager.

The Code emphasizes protection of the REIT's assets and resources, protection of confidential information, insider trading rules, conflicts of interest, disclosure, compliance with laws, rules and regulations and fair dealing. As part of the Code, any person subject to the Code is required to avoid or fully disclose interests or relationships that are harmful or detrimental to the REIT's best interests or that may give rise to real, potential or the appearance of conflicts of interest.

The REIT has appointed Scott Antoniak, Chief Executive Officer of the REIT, as the contact person for the Code and has appointed the Audit Committee as responsible for communicating the Code to trustees and officers, administering the Code. The Audit Committee monitors overall compliance with the Code with specific responsibility for compliance by trustees and officers of the REIT, provided that all issues and concerns specifically related to accounting, internal financial controls and/or auditing will be reviewed and forwarded to the Audit Committee. The Audit Committee, in consultation with the Board, reviews the process for administering the Code every year. The Board has the ultimate responsibility for the stewardship of the Code. The Code is available on SEDAR at [www.sedar.com](http://www.sedar.com), the REIT's website at [www.slateam.com/reits/office](http://www.slateam.com/reits/office) or upon request to the REIT.

The REIT has also adopted a whistleblower policy to enable any person to raise concerns regarding accounting, internal accounting controls or auditing matters on a confidential basis, free from discrimination, retaliation or harassment, anonymously or otherwise. The Audit Committee is responsible for administering the whistleblower policy.

### **Nomination of Trustees**

The Governance Committee, which is composed entirely of Independent Trustees, is responsible for succession planning, including the identification and nomination of trustees other than the Slate Nominees and Fortis Nominee. The Board's succession planning process is comprised of a review of the size of the Board, a skills assessment and a Board and trustee evaluation process. Annually, the Governance Committee reviews the size of the Board and determines the appropriate size based on the outcome of a trustee skills review, the projected workload requirements and the results of a Board effectiveness report. The Governance Committee reviews the skills represented on the Board annually against the skills matrix which defines the skills deemed as necessary for the Board to fulfill its responsibilities. If there is a skills gap, the Governance Committee may address the matter by increasing the size of the Board, replacing an incumbent or enhancing Board education. The annual Board effectiveness review process is discussed below and describes how incumbents are evaluated for their contribution and ongoing suitability for a role on the Board. The Board reviews the recommendations of the Governance Committee with respect to succession planning and approves the size of the Board.

If a vacancy is to be filled, the Governance Committee uses selection criteria to prioritize and select potential candidates. In addition to having the basic characteristics of integrity, good judgment, financial knowledge, and sufficient time available, potential candidates should also have experience in any of such areas as capital markets, real estate management or governance. The Board considers gender, ethnic

background, geographic origin and other personal characteristics together with the skills, experience, character and behavioural qualities of each individual when determining the value which a candidate could bring to the Board. Candidates are identified through formal and informal search processes. Interviews are conducted by the Governance Committee and a short list of candidates is put before the Board for consideration. Prior to nomination, new trustees are given a clear indication of the workload and time commitment required. The Board approves nominations for trustees; provided, however that pursuant to the Management Agreement, the Manager has the right to nominate two trustees.

More information on the responsibilities, powers and operation of the Governance Committee can be found under the heading “Trustees and Executive Officers of the REIT – Compensation, Governance and Nominating Committee” in the Annual Information Form.

### Skills Matrix

To serve on the Board, trustees must have considerable experience in leadership and strategy. In addition, each of the current and nominated trustees has identified other key areas of experience in consultation with the Governance Committee. The Governance Committee developed the skills matrix below based on this consultation and agreement on each current and nominated director’s key areas of experience.

Name	Strategic Insight/ Leading Growth	Real Estate	Office	Board and Governance	Accounting Acumen	Corporate Finance	Legal	Business Leadership	Environmental
John O'Bryan	X	X	X	X		X		X	X
Pam Spackman	X	X	X	X	X	X		X	X
Nora Duke	X	X	X	X				X	X
Georges Dubé		X	X	X		X	X		
Al Mawani	X	X	X	X	X	X	X	X	
Blair Welch	X	X	X	X		X		X	X
Brady Welch	X	X	X	X	X	X		X	X

### Assessments

Annually, the Governance Committee approaches the evaluation of the trustees through two anonymous questionnaires administered confidentially: (i) a Board and Committee evaluation, and (ii) a peer evaluation. The questionnaires provide for quantitative ratings and subjective comment in key areas and consider each trustee’s effectiveness in terms of business operations, strategy, Unitholder value, risk management, use of time, Board structure, size and process. A summary report on the questionnaires is compiled by the chair of the Governance Committee and all trustees are subsequently provided with copies of the report. The Board meets to discuss the report, consider its findings and act on its recommendations. Each year, the Chair meets with each trustee individually to engage in open dialogue on any issues which either party wishes to raise, and uses the same meeting to discuss any specific issues that may have come up in the questionnaire process. Through this process each trustee receives feedback on his individual contribution to Board effectiveness.

### Term Limits

The REIT does not have term limits for its trustees. While there is benefit to adding new perspectives to the Board from time to time, there are also benefits to be achieved through continuity and trustees having in depth knowledge of each facet of the REIT’s business, which necessarily takes time to develop.

Pursuant to the Declaration of Trust, trustees are generally to be appointed (including the reappointment of incumbent trustees) at each annual meeting of the REIT, and in all cases, the term of any trustee will expire at the close of the next annual meeting of Unitholders following such trustee's appointment.

### **Diversity**

The REIT encourages diversity in the composition of the Board. While the REIT does not have set targets nor a formal policy regarding the representation of women on the Board, the Board has focused on finding the best qualified candidates given the needs and circumstances of the Board. A nominee's diversity of gender, race, nationality, age, experience and other attributes has and will be considered favorably in the assessment of trustees. The Board is currently comprised of six men and two women, such that 25% of the REIT's trustees are women. Following the Meeting, and assuming all of the REIT's nominees are elected, the Board will be comprised of five men and two women, such that approximately 29% of the REIT's trustees will be women.

While diversity is one issue of importance, the Board believes that the key to effective leadership is to choose trustees that, having regard to a wide array of factors, possess the range of necessary independence, skills, experience, commitment and qualifications that are best suited to fostering effective leadership and decision making at the REIT. As noted elsewhere in this Information Circular, the Board reviews its size and composition from time to time to determine the impact that the trustees have on its effectiveness, and the Board and management use a rigorous identification and selection process for new trustees, having regard to a variety of factors, and through these processes the Board believes that it is well-positioned to address any problems or deficiencies that may arise. Although the REIT and the Board do not believe that quotas or strict policies necessarily result in the identification or selection of the best candidates, the Board is mindful of the benefit of gender diversity on the Board and the need to maximize effectiveness of the Board and its decision making abilities. At present the Board believes that its current mix of trustees comprise an appropriate mix of individuals with accounting, financial, legal and general business experience that is appropriate for the REIT's current size.

With respect to executive officer positions, the REIT is externally managed and has no control over the recruitment of the Manager's employees.

### **Majority Voting Policy**

The Board has a majority voting policy under which each trustee of the REIT should be elected by the vote of a majority of Units represented in person or by proxy at any meeting for the election of trustees. Accordingly, if any nominee for trustee receives, from the Units voted at the Meeting in person or by proxy, a greater number of Units withheld than Units voted in favour of his election, such trustee must promptly tender his offer to resign to the Chair, to take effect on acceptance by the Board. The Governance Committee will expeditiously consider the trustee's offer to resign and make a recommendation to the Board whether or not to accept it. Within 90 days of the Meeting, the Board will make a final decision and announce it by way of press release. This policy does not apply to a contested election of trustees, that is, where the number of nominees exceeds the number of trustees to be elected. Any trustee who offers his resignation will not participate in the deliberations of the Governance Committee or the Board with respect to whether or not to accept the resignation. In the event any such trustee fails to offer his resignation in accordance with the majority voting policy, the Board will not re-nominate the trustee. Subject to the provisions of the Declaration of Trust, the Board is not limited in any action it may take if a trustee's resignation is accepted, including appointing a new trustee to fill the vacancy.

### **Slate Voting Support**

Slate has agreed that until November 4, 2016, subject to certain limited termination rights, it shall vote all of the Units and Special Voting Units that Slate owns or controls in favour of the REIT's independent trustees (both current and any replacements) nominated for election by the Governance Committee to serve on the Board.

## **Indemnification and Liability Insurance**

The Declaration of Trust provides that each trustee of the REIT will be entitled to indemnification from the REIT in respect of the exercise of the trustee's powers and the discharge of the trustee's duties, provided that the trustee acted honestly and in good faith with a view to the best interests of the REIT or, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, where the trustee had reasonable grounds for believing that his or her conduct was lawful. In addition, the REIT has entered into indemnity agreements with each of its trustees and officers.

The REIT carries trustees' and officers' liability insurance. Under this insurance coverage, the REIT will be reimbursed for insured claims where payments have been made under indemnity provisions on behalf of its trustees and officers contained in the Declaration of Trust, subject to a deductible for each loss, which will be paid by the REIT. Individual trustees and officers will also be reimbursed for insured claims arising during the performance of their duties for which they are not indemnified by the REIT. Excluded from insurance coverage are illegal acts, acts which result in personal profit and certain other acts.

## **Indebtedness**

None of the REIT's executive officers, trustees or employees or former executive officers, trustees or employees, or any associate or affiliate of any such person, is as of the date hereof, or has been since January 1, 2015, indebted to the REIT.

## STATEMENT OF EXECUTIVE COMPENSATION

### Compensation Discussion and Analysis

The REIT's executive officers are employed by Slate Asset Management L.P., the manager of the REIT (the "**Manager**") and the REIT does not directly or indirectly pay any compensation to them. Any variability in compensation paid by the Manager to the REIT's executive officers has no impact on the REIT's financial obligations under the Management Agreement.

The Manager determines the total compensation paid to the REIT's executive officers. In determining this compensation, the Manager considers, among other things, the Manager's business, results of operations and financial condition taken as a whole, including the REIT's operations.

The following officers qualify as the REIT's named executive officers: Scott Antoniak, the REIT's Chief Executive Officer, Robert Armstrong, the REIT's Chief Financial Officer, Brian Moncik, the REIT's Chief Financial Officer from January 22, 2015 to November 10, 2015, Blair Welch, the REIT's Chief Executive Officer from November 5, 2014 to January 22, 2015 and Brady Welch, the REIT's Chief Financial Officer from November 5, 2014 to January 22, 2015 (the "**Named Executive Officers**"). Neither Blair Welch nor Brady Welch has received any compensation from the Manager that is attributable to time dedicated to the business and affairs of the REIT. A portion of the compensation paid by the Manager to Scott Antoniak and Robert Armstrong is attributable to time spent on the activities of the REIT. No option or security awards to the Named Executive Officers were outstanding as at December 31, 2015, and no option-based, security-based or non-equity based incentive plan awards vested for the Named Executive Officers during 2015 in respect of the REIT.

Name and Principal Position	Year	Salary <sup>(1)</sup>	Unit Based Awards	Option Based Awards	Non-Equity Incentive Plan Compensation		Pension Value	All Other Compensation	Total Compensation
					Annual Incentive Plans	Long Term Incentive Plans			
Scott Antoniak, Chief Executive Officer	2015 <sup>(2)</sup>	\$200,000	Nil	Nil	\$100,000	Nil	Nil	Nil	\$300,000
Robert Armstrong, Chief Financial Officer	2015 <sup>(3)</sup>	\$16,666	Nil	Nil	Nil	Nil	Nil	Nil	\$16,666
Brian Moncik, Chief Financial Officer	2015 <sup>(4)</sup>	\$166,666	Nil	Nil	Nil	Nil	Nil	Nil	\$166,666
Blair Welch, Chief Executive Officer <sup>(5)</sup>	2015 <sup>(6)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2014	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Brady Welch, Chief Financial Officer <sup>(7)</sup>	2015 <sup>(8)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2014	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

<sup>(1)</sup> The REIT currently has no employees and bears no direct cost with respect to any staff. Executive compensation attributable to time dedicated to the business and affairs of the REIT is paid by the Manager in accordance with the Manager's obligation under the Management Agreement to provide a management team to the REIT. These figures represent the portions of salary paid by the Manager, out of the 2015 Manager's fees, attributable to time spent on activities of the REIT.

<sup>(2)</sup> Scott Antoniak was appointed as Chief Executive Officer of the REIT on January 22, 2015.

<sup>(3)</sup> Robert Armstrong was appointed as Chief Financial Officer of the REIT effective December 8, 2015.

<sup>(4)</sup> Brian Moncik served as Chief Financial Officer of the REIT from January 22, 2015 to November 10, 2015.

<sup>(5)</sup> Blair Welch did not receive compensation from the Manager that is attributable to time dedicated to the business and affairs of the REIT.

<sup>(6)</sup> Blair Welch served as Chief Executive Officer of the REIT until January 22, 2015.

<sup>(7)</sup> Brady Welch did not receive compensation from the Manager that is attributable to time dedicated to the business and affairs of the REIT.

<sup>(8)</sup> Brady Welch served as Chief Financial Officer of the REIT until January 22, 2015.

## **Description of Compensation Framework**

The compensation of the Named Executive Officers for their work in respect of the REIT includes two major elements: (1) base salary, and (2) an annual cash bonus. As a private company, the Manager's process for determining executive compensation is relatively straightforward, involving senior executive discussion. Each element is tailored based on the individuals' role and responsibility, however there is no one formal approach to determining compensation. Objectives and performance measures may vary from year to year as determined to be appropriate by the Manager.

Base salaries are intended to provide an appropriate level of fixed compensation that will assist in employee retention and recruitment. Base salaries are determined on an individual basis, taking into consideration the past, current and potential contribution to the success of the Manager, the position and responsibilities of the Named Executive Officer and competitive industry pay practices for other real estate investment trusts and corporations of comparable size. Increases in base salary are at the sole discretion of the Manager.

Annual cash bonuses are discretionary and are specific to the individual being incentivized. Annual cash bonuses are awarded based on qualitative and quantitative performance standards, and reward performance of the Named Executive Officer individually. The determination of the performance of the Named Executive Officer may vary from year to year depending on economic conditions and conditions in the real estate industry, and are based on various measures such as financial targets against budget, the meeting of acquisition objectives or other measures.

## **Approach to Risk Management**

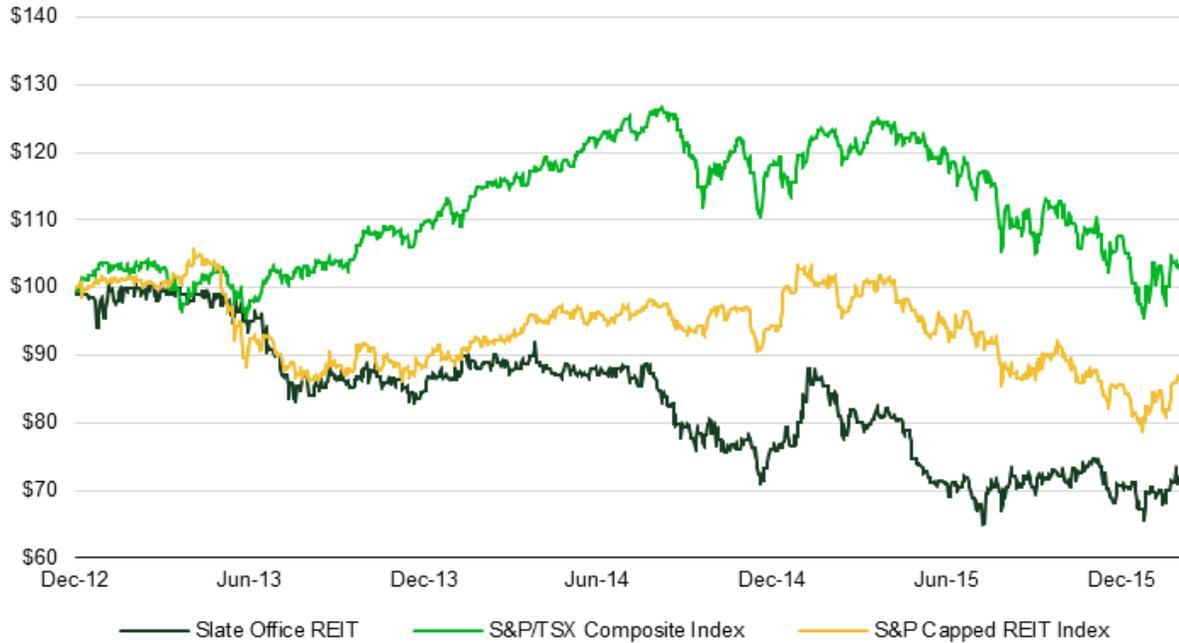
The REIT has engaged the Manager to provide Asset Management Services for the REIT under the long-term Management Agreement. The Manager and the principals of the Manager collectively own an aggregate equity interest in the REIT of approximately 19.74%. The REIT believes that the Manager's substantial ownership interest in the REIT, together with the REIT's compensation structure under the Management Agreement, which includes an incentive component as described under "*–Compensation Discussion and Analysis*", fully align the Manager's interests with those of other Unitholders. The Board has not identified any risks with the REIT's compensation policies and practices that are reasonably likely to have a material adverse effect on the REIT.

The REIT's executive officers are employed and compensated by the Manager. As a result, the Governance Committee does not determine the compensation of the executive officers and the Board has never engaged a compensation consultant or advisor.

Named Executive Officers and trustees of the REIT are prohibited from purchasing financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in the market value of equity securities granted as compensation or held, directly or indirectly, by the trustees of the REIT.

## Performance Graph

The following shows the cumulative total Unitholder return for the Units (assuming re-investment of distributions) since December 28, 2012, the date the Units were listed on the TSX, in comparison with the cumulative total return of the S&P/TSX Composite Index and the S&P/TSX Capped REIT Index.



The REIT pays fees to the Manager determined in accordance with the terms of the Management Agreement, which fees do not track and are not affected by the market value of the Units. As described above, the REIT's executive officers are employed by the Manager and the REIT does not directly or indirectly pay any compensation to them.

## STATEMENT OF TRUSTEE COMPENSATION

### Overview

The compensation of the REIT's trustees is designed to attract and retain highly talented and experienced trustees. This requires that the trustees of the REIT be fairly and competitively compensated. The Board, through the Governance Committee, periodically reviews the compensation paid to the REIT's Outside Trustees, taking into account the complexity of the REIT's operations, the risks and responsibilities involved in being a trustee of the REIT, the requirement to participate in scheduled and special Board meetings, expected participation on the Board's standing committees and the compensation paid to trustees of comparable entities.

The trustees of the REIT who are not officers of the REIT, the Manager or their affiliates ("**Outside Trustees**") are currently entitled to receive an annual retainer of \$30,000, plus a fee of \$1,500 for each day on which the Outside Trustee attends either a Board or Committee meeting, in person or by telephone. The Chair receives an additional annual retainer of \$40,000, the chair of the Audit Committee receives an additional annual retainer of \$15,000 and the chair of the Governance Committee receives an additional annual retainer of \$10,000. Members of the Audit Committee, Governance Committee and Investment Committee each receive an additional annual retainer of \$5,000. Each Outside Trustee is also reimbursed for reasonable travel and other expenses properly incurred by him or her in attending meetings of the Board or any Committee meeting.

### Unit Ownership Guidelines for Trustees

To ensure that the REIT's trustees' interests are aligned with those of the Unitholders, to demonstrate that the REIT's trustees are financially committed to the REIT through personal unit ownership and to promote the REIT's commitment to sound corporate governance, each trustee will be required to accumulate at least three times the value of the base annual trustee retainer, which as of the date hereof will equate to \$75,000 in Deferred Units or Units, or a combination thereof, by the third anniversary of the becoming a trustee of the REIT (the "**Unit Ownership Guidelines**"). For purposes of the Unit Ownership Guidelines, securities will be valued using the greater of their market value or book value.

A trustee of the REIT who does not meet the Unit Ownership Guidelines upon his or her election or appointment to the Board will be required to receive at least 50% of the annual trustee retainer in Deferred Units or to purchase Units equal in value to at least 50% of the annual trustee retainer, at his or her discretion. If a trustee of the REIT has accumulated the required equity amount under the Unit Ownership Guidelines, he or she will receive the entire annual retainer in cash or Deferred Units, or any combination thereof, as specified by the trustee.

### Annual Trustee Compensation

In 2015, the Outside Trustees received aggregate compensation having a total value of \$271,350. This was comprised of cash compensation of \$150,676 and Deferred Units valued at \$120,674, as described further below. In 2015, Outside Trustees received a total of \$2,616 in reimbursed expenses.

The following table provides details of the compensation received by Outside Trustees during the year ended December 31, 2015. For information on Blair Welch and Brady Welch, see “*Statement of Executive Compensation – Compensation Discussion and Analysis*”.

Name	Fees Earned	Unit Based Awards <sup>(1)</sup>	Option Based Awards	Non-Equity Incentive Plan Compensation	Pension Value	All Other Compensation	Total
John O'Bryan	\$ 9,930	\$ 27,648	-	-	-	-	\$ 37,578
Pam Spackman	\$ 34,813	\$ 27,030	-	-	-	-	\$ 61,843
Gary Samuel	\$ 35,514	\$ 24,675	-	-	-	-	\$ 60,189
Nora Duke	\$ 9,130	\$ 6,630	-	-	-	-	\$ 15,760
Georges Dubé	\$ 32,938	\$ 9,323	-	-	-	-	\$ 42,261
Al Mawani	\$ 14,725	\$ 25,368	-	-	-	-	\$ 40,093
Ian MacKellar <sup>(2)</sup>	\$ 13,625	\$ -	-	-	-	-	\$ 13,625

<sup>(1)</sup> This does not include Units issued pursuant to the Distribution Election described under “Deferred Unit Plan”.

<sup>(2)</sup> Ian MacKellar stepped down from the Board on March 28, 2015.

### Outstanding Security-Based Awards and Option-Based Awards

The following table indicates for each of the Outside Trustees the option and security awards outstanding as at December 31, 2015. For information on Blair Welch and Brady Welch, see “*Statement of Executive Compensation – Compensation Discussion and Analysis*”.

Name	Option-Based Awards				Unit-Based Awards		
	Number of Securities Underlying Unexercised Options	Option Exercise Price	Option Expiration Date	Value of Unexercised in-the-money Options	Number of Units Unvested	Market or Payout Value of Unvested Unit-Based Awards	Market or Payout Value of Vested Unit-Based Awards Not Paid Out or Distributed <sup>(1)(2)</sup>
John O'Bryan	-	-	-	-	-	-	\$ 30,513
Pam Spackman	-	-	-	-	-	-	\$ 29,836
Gary Samuel	-	-	-	-	-	-	\$ 27,230
Nora Duke	-	-	-	-	-	-	\$ 7,320
Georges Dubé	-	-	-	-	-	-	\$ 10,285
Al Mawani	-	-	-	-	-	-	\$ 28,000

<sup>(1)</sup> Using the March 18, 2016 closing price of the Units of \$7.78.

<sup>(2)</sup> This does not include Units issued pursuant to the Distribution Election described under “Deferred Unit Plan”.

### Deferred Unit Plan

The REIT has established a deferred unit incentive plan (the “**Trustee Deferred Unit Plan**”) for trustees of the REIT. The purpose of the Trustee Deferred Unit Plan is to advance the interests of the REIT by enhancing the ability of the REIT to attract, motivate and retain trustees of the REIT, to reward such persons for their sustained contributions, to encourage such persons to take into account the long-term performance of the REIT and to promote a greater alignment of interests between the trustees of the REIT and Unitholders. The Trustee Deferred Unit Plan provides trustees of the REIT with the opportunity to acquire Deferred Units which represent a right to receive Units on ceasing to be a trustee of the REIT. Trustees of the REIT who are neither full nor part-time employees of the REIT or the Manager or any of their Subsidiaries are eligible to participate in the Trustee Deferred Unit Plan (“**Participating Trustees**”). Participating Trustees may elect to receive all or part of their annual retainer, meeting fees and additional compensation (including travel fees), which are paid quarterly, in Deferred Units. Participating Trustees

may also elect to have cash distributions on Deferred Units paid in the form of additional Deferred Units in accordance with the terms of the Trustee Deferred Unit Plan (the “**Distribution Election**”).

## MANAGEMENT CONTRACTS

The REIT appointed the Manager to provide the REIT with management services, including providing the REIT and its Subsidiaries with the strategic, advisory, asset management, administrative, property management, leasing, construction management and administrative services (the “**Asset Management Services**”) necessary to manage the day-to-day operations of the REIT and its properties. The Manager also provides in-house legal services to the REIT.

The Manager’s activities are subject to the supervision and direction of the trustees of the REIT. The Manager provides the Asset Management Services in accordance with the Management Agreement and makes available such administrative, executive and management personnel of the REIT to allow the Manager to comply with its obligations under the Management Agreement.

The Manager receives the following fees for its Asset Management Services:

- (a) a base management fee equal to 0.3% of the gross book value of the REIT’s assets;
- (b) a property management fee equal to 3.0% of the gross revenues collected and remitted from the REIT’s assets;
- (c) an acquisition fee equal to: (i) 1.0% of the purchase price on the first \$100 million of properties acquired in each fiscal year; (ii) 0.75% of the purchase price on the next \$100 million of properties acquired each fiscal year, and (iii) 0.50% of the purchase price on properties in excess of \$200 million acquired in each fiscal year; provided that no acquisition fee was payable in respect of the Initial Properties and no acquisition fee is payable any properties owned by the Manager or any of its subsidiaries at the time of the closing of the REIT initial public offering if such properties are subsequently acquired by the REIT;
- (d) a financing fee equal to 0.25% of the value of any debt financing payable on transaction completion;
- (e) a leasing fee equal to 5.0% of the base rent for all new leases and 2.0% of base rent for all renewals of existing leases and expansion of leased premises, payable on the signing of a binding lease, extension, renewal or amending document; and
- (f) a construction management fee equal to 5.0% of all costs of any construction activity undertaken by the REIT, payable at the time payments for construction are made. Construction activities include all tenant and building improvements undertaken by the REIT but exclude maintenance capital expenditures.

The Manager is also entitled to receive reimbursement for all reasonable out-of-pocket costs and expenses incurred by the Manager in the performance of its duties under the Management Agreement, consistent with industry standards in such regard. The Manager does not charge any disposition fees.

The Manager was paid \$9.3 million in fees pursuant to the Management Agreement for the period from January 1, 2015 to December 31, 2015, from which salaries of on-site personnel and fees to other third party service providers are paid by the Manager.

For other terms of the Management Agreement, see “*Management of the REIT*” in the Annual Information Form.

## INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

There are no material interests, direct or indirect, of any informed person of the REIT, any proposed trustee of the REIT, or any associate or any associate or affiliate of any of the foregoing persons in any transaction since the commencement of the REIT's most recently completed financial year or any proposed transaction that has materially affected or would materially affect the REIT or any of its Subsidiaries, except for:

- (a) the "Fortis Transaction" described under the heading "*General Development of the Business – Three Year History – Fortis Transaction*" in the Annual Information Form;
- (b) the "2015 Private Placement" described under the heading "*General Development of the Business – Three Year History – Offerings*" in the Annual Information Form; and
- (c) the arrangements contained in the Management Agreement described under the heading "*Management of the REIT*" in the Annual Information Form.

## ADDITIONAL INFORMATION

Additional information relating to the REIT may be found by visiting the REIT's website at: [www.slateam.com/reits/office](http://www.slateam.com/reits/office). In addition, more information, including additional financial information which is provided in the REIT's audited consolidated financial statements and management's discussion and analysis for the REIT's most recently completed financial year, and any documents, or sections of documents, as applicable, incorporated by reference into this Information Circular, can be found on SEDAR by visiting [www.sedar.com](http://www.sedar.com). Unitholders may contact the REIT to request a copy of the REIT's audited consolidated financial statements and management's discussion and analysis for its most recently completed financial year and any documents incorporated by reference into the Information Circular. Any such request should be directed to: 121 King Street West, Suite 200, Toronto, Ontario, M5H 3T9, (416) 644-4264, Attention: Investor Relations.

## APPROVAL OF TRUSTEES

The contents and distribution of this Information Circular, including the Notice of Annual and General Meeting, to each Unitholder entitled to receive notice of the annual general meeting and to the auditors of the REIT have been approved and authorized by the trustees of the REIT on March 21, 2016.

## BY ORDER OF THE BOARD OF TRUSTEES

"John O'Bryan"

---

JOHN O'BRYAN  
Chair, Board of Trustees  
Slate Office REIT  
March 21, 2016

## GLOSSARY

The following terms used in this Information Circular have the meanings set forth below.

**“affiliate”**, unless otherwise specified, when used to indicate a relationship with a person, has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus and Registration Exemptions*.

**“Board”** or **“Board of Trustees”** means the board of trustees of the REIT.

**“Business Day”** means any day except a Saturday, Sunday or a statutory holiday in the city of Toronto, Ontario.

**“Class B LP Units”** means the Office I LP Class B Units and the Office II LP Class B Units.

**“Declaration of Trust”** means the amended and restated declaration of trust of the REIT dated as of December 17, 2014, as amended on March 16, 2015 and as it may be further amended, supplemented or amended and restated from time to time.

**“Fortis”** means Fortis Inc., a corporation incorporated under the laws of Newfoundland and Labrador.

**“Management Agreement”** means the amended and restated management agreement entered into on August 12, 2014, and effective as of November 4, 2014, between the REIT and the Manager.

**“Office GP”** means Slate Office GP Inc., a corporation incorporated under the laws of Ontario.

**“Office I LP”** means Slate Office I L.P., a limited partnership formed under the laws of Ontario.

**“Office I LP Class A LP Units”** means the Class A limited partnership units of Office I LP.

**“Office I LP Class B LP Units”** means the Class B limited partnership units of Office I LP, which are economically equivalent to Units (subject to certain adjustments) and redeemable for cash or Units, as determined by Office GP in its sole discretion.

**“Office II LP”** means Slate Office II L.P., a limited partnership formed under the laws of Ontario.

**“Office II LP Class B LP Units”** means the Class B limited partnership units of Office II LP, which are economically equivalent to Units (subject to certain adjustments) and redeemable for cash or Units, as determined by Office GP in its sole discretion.

**“Resolutions”** means collectively, the Auditor Resolution, the Trustee Resolution and the Deferred Unit Plan Resolution.

**“SEDAR”** means System for Electronic Document Analysis and Retrieval.

**“Slate”** means Slate Asset Management L.P., a limited partnership formed under the laws of Ontario.

**“Subsidiary”** includes, with respect to any person, company, partnership, limited partnership, trust or other entity, any company, partnership, limited partnership, trust or other entity controlled, directly or indirectly, by such person, company, partnership, limited partnership, trust or other entity.

**“TSX”** means the Toronto Stock Exchange.

**APPENDIX A  
AUDITOR RESOLUTION**

**FOR CONSIDERATION AT THE ANNUAL AND SPECIAL MEETING OF UNITHOLDERS OF  
SLATE OFFICE REIT**

**BE IT RESOLVED THAT:**

1. KPMG LLP is hereby appointed the auditors of Slate Office REIT (the “REIT”) for the ensuing year and the trustees are hereby authorized to fix the remuneration of such auditors; and
2. any trustee or officer of the REIT is hereby authorized, for and on behalf of the REIT, to execute and deliver any and all other agreements, applications, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do, or cause to be done, any and all such other acts and things as in the opinion of such trustee or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions as trustees or otherwise to be entered into by the REIT, such determination to be conclusively evidenced by the execution and delivery of any such document, agreement or instrument, and the taking or doing of any such action.

**APPENDIX B  
TRUSTEE RESOLUTION**

**FOR CONSIDERATION AT THE ANNUAL AND SPECIAL MEETING OF UNITHOLDERS OF  
SLATE OFFICE REIT**

**BE IT RESOLVED THAT:**

1. John O'Bryan, Pam Spackman, Georges Dubé, Nora Duke, Al Mawani, Blair Welch and Brady Welch, who have consented to act as trustees of Slate Office REIT (the "**REIT**"), are hereby appointed as trustees of the REIT for a term expiring upon the next annual election of trustees or when successors have been elected or appointed; and
2. any trustee or officer of the REIT is hereby authorized, for and on behalf of the REIT, to execute and deliver any and all other agreements, applications, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do, or cause to be done, any and all such other acts and things as in the opinion of such trustee or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions as trustees or otherwise to be entered into by the REIT, such determination to be conclusively evidenced by the execution and delivery of any such document, agreement or instrument, and the taking or doing of any such action.

**APPENDIX C  
DEFERRED UNIT PLAN RESOLUTION**

**FOR CONSIDERATION AT THE ANNUAL AND SPECIAL MEETING OF UNITHOLDERS OF  
SLATE OFFICE REIT**

**BE IT RESOLVED THAT:**

1. an ordinary resolution ratifying and approving the adoption of a deferred unit plan pursuant to which officers of Slate Office REIT (the “**REIT**”) have the opportunity to acquire deferred units of the REIT, is hereby approved and authorized; and
2. any trustee or officer of the REIT is hereby authorized, for and on behalf of the REIT, to execute and deliver any and all other agreements, applications, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do, or cause to be done, any and all such other acts and things as in the opinion of such trustee or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions as trustees or otherwise to be entered into by the REIT, such determination to be conclusively evidenced by the execution and delivery of any such document, agreement or instrument, and the taking or doing of any such action.

**APPENDIX D  
DEFERRED UNIT PLAN TEXT**

(see attached)

---

**SLATE OFFICE REIT  
DEFERRED UNIT INCENTIVE PLAN**

**March 21, 2016**

---

## SLATE OFFICE REIT DEFERRED UNIT INCENTIVE PLAN

**WHEREAS** Slate Office REIT (the “**REIT**”) wishes to provide officers of the REIT (“**Officers**”) with the opportunity to acquire Deferred Units (as hereinafter defined) pursuant to this deferred unit incentive plan (the “**Plan**”);

**AND WHEREAS** the Plan will be administered by the Board (as hereinafter defined) and the Compensation Committee (as hereinafter defined);

### ARTICLE 1 – PURPOSE

The purpose of this Plan is to advance the interests of the REIT by enhancing the ability of the REIT to attract, motivate and retain Officers and to reward such Officers for their sustained contributions and to encourage such Officers to take into account the long-term performance of the REIT.

### ARTICLE 2 – DEFINITIONS

The following terms used in this Plan have the meanings set out below:

- (a) “**Affiliate**” has the meaning given to it in Section 1.3 of National Instrument 45-106 – *Prospectus and Registration Exemptions*;
- (b) “**Applicable Withholding Taxes**” means any and all taxes and other source deductions or other amounts that the REIT is required by law to withhold from any amounts to be paid or credited under the Plan;
- (c) “**Award Date**” means the date during the year on which Deferred Units are granted;
- (d) “**Board**” means the Board of Trustees of the REIT;
- (e) “**Business Day**” means a day on which there is trading on the TSX or such other stock exchange on which the Units are then listed and posted for trading, and if none, a day that is not Saturday or Sunday or a national legal holiday in Ontario;
- (f) “**Code**” shall mean the *United States Internal Revenue Code of 1986*, as amended from time to time and any successor thereto;
- (g) “**Convertible Securities**” shall mean, Class B limited partnership units of Slate Office I L.P. and Class B limited partnership units of Slate Office II L.P.;
- (h) “**Compensation Committee**” means the Compensation, Governance and Nominating Committee of the Board;
- (i) “**Deferred Unit**” means a bookkeeping entry, equivalent in value to a Unit, credited to a Participant’s Deferred Unit Account in accordance with the terms and conditions of the Plan;

- (j) **“Deferred Unit Account”** has the meaning ascribed thereto in Section 7.03;
- (k) **“Insider”** has the meaning given to such term in the TSX Company Manual, as such manual may be amended, supplemented or replaced from time to time;
- (l) **“Market Value”** of a Unit means the volume weighted average price of all Units traded on the TSX for the five trading days immediately preceding such date (or, if such Units are not listed and posted for trading on the TSX, on such stock exchange on which such Units are listed and posted for trading as may be selected for such purpose by the Board).
- (m) **“Non-U.S. Taxpayer Redemption Date”** has the meaning ascribed thereto in Section 9.03;
- (n) **“Participant”** has the meaning ascribed thereto in Section 5.01;
- (o) **“Person”** means any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organization, entity or division, or any government, governmental department or agency or political subdivision thereof;
- (p) **“Redemption Date”** has the meaning ascribed thereto in Section 9.04;
- (q) **“Security Based Compensation Arrangement”** means an option, option plan, employee unit purchase plan, long-term incentive plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Units to one or more directors, Trustees or Officers of the REIT or any Subsidiary, current or past full-time or part-time employees of the REIT or any Subsidiary, Insiders or service providers or consultants of the REIT or any Subsidiary including a Unit purchase from treasury by one or more Trustees, Officers or directors of any Subsidiary, current or past full-time or part-time employees of the REIT or any Subsidiary, Insiders or service providers or consultants of the REIT or any Subsidiary which is financially assisted by the REIT or any Subsidiary by way of a loan, guarantee or otherwise;
- (r) **“Section 409A of the Code”** shall mean Section 409A of the Code, the Treasury Regulations promulgated thereunder as in effect from time to time, and related guidance as may be amended from time to time;
- (s) **“Separation from Service”** shall have the meaning given to such phrase in Treasury Regulation § 1.409A-1(h);
- (t) **“Subsidiary”** means any entity controlled by the REIT;
- (u) **“Trustee”** means a trustee of the REIT;
- (v) **“TSX”** means the Toronto Stock Exchange;
- (w) **“Unit”** means a Unit of the REIT;
- (x) **“Unitholder”** means a holder of Units; and

- (y) **“U.S. Taxpayer Redemption Date”** has the meaning ascribed thereto in Section 9.04.

### **ARTICLE 3 – CONSTRUCTION AND INTERPRETATION**

**3.01** The effective date of the Plan is March 21, 2016.

**3.02** The Plan shall be governed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**3.03** If any provision of the Plan or part hereof is determined to be void or unenforceable in whole or in part, such determination shall not affect the validity or enforcement of any other provision or part hereof.

**3.04** In the Plan, references to any gender include all genders; reference to the singular shall include the plural and vice versa, as the context shall require.

**3.05** Headings wherever used herein are for reference purposes only and do not limit or extend the meaning of the provisions herein contained.

### **ARTICLE 4 – ADMINISTRATION**

**4.01** The Plan shall be administered by the Board and the Compensation Committee.

**4.02** The Compensation Committee is authorized, subject to the provisions of the Plan, to establish such rules and regulations as it deems necessary for the proper administration of the Plan, and to make determinations and take such other action in connection with or in relation to the Plan as it deems necessary or advisable. Each determination or action made or taken pursuant to the Plan, including interpretation of the Plan, shall be final and conclusive for all purposes and binding on all parties, absent manifest error.

**4.03** The Compensation Committee may review and confirm the terms of the Plan from time to time and may, subject to applicable stock exchange rules, amend or suspend the Plan in whole or in part as well as terminate the Plan without prior notice as it deems appropriate; provided, however, that any amendment to the Plan that would, among other things, result in any increase in the number of Deferred Units issuable under the Plan or permit Deferred Units granted under the plan to be transferable or assignable other than for normal estate settlement purposes will be subject to the approval of Unitholders. Without limitation, the Compensation Committee may, without obtaining the approval of Unitholders, but subject to the rules of the TSX, make changes:

- (a) to correct errors, immaterial inconsistencies or ambiguities in the Plan;
- (b) necessary or desirable to comply with applicable laws or regulatory requirements, rules or policies (including stock exchange requirements);
- (c) to the vesting provisions applicable to Deferred Units issued under the Plan; and
- (d) any other amendment that does not require Unitholder approval under applicable laws or rules of the TSX.

However, subject to the terms of the Plan, no amendment may adversely affect the Deferred Units previously granted under the Plan without the consent of the affected Participant.

**4.04** If the Compensation Committee terminates the Plan, Deferred Units previously credited to Participants shall remain outstanding and in effect and shall be settled subject to and in accordance with the applicable terms and conditions of the Plan in effect immediately prior to the termination unless such changes are required to comply with any relevant laws or regulations.

**4.05** Unless otherwise determined by the Compensation Committee, the Plan shall remain an unfunded obligation of the REIT and the rights of Participants under the Plan shall be general unsecured obligations of the REIT.

**4.06** A Participant shall be solely responsible for all federal, provincial, state and local taxes resulting from his or her participation in the Plan. In this regard, the REIT shall be able to deduct from any payments hereunder (whether in the form of securities or cash) or from any other remuneration otherwise payable to a Participant all Applicable Withholding Taxes or to require the Participant, as a condition to receiving entitlements under the Plan, to make arrangements satisfactory to the REIT to enable the REIT to satisfy its withholding obligations. Each Participant agrees to indemnify and save the REIT harmless from any and all amounts payable or incurred by the REIT or any of its Subsidiaries if it is subsequently determined that any greater amount should have been withheld in respect of taxes or any other statutory withholding or to reduce the Deferred Units distributed to the Participant if other payments are not available from which to make deductions.

#### **ARTICLE 5 – ELIGIBILITY**

**5.01** Officers of the REIT are eligible to participate in the Plan (“**Participants**”).

**5.02** Each Participant will be required to enter into a participation agreement in the form of Schedule A-1 hereto with the Chief Financial Officer of the REIT prior to receiving Deferred Units.

**5.03** Nothing herein contained shall be deemed to give any person the right to be retained as an officer of the REIT or its Subsidiaries.

#### **ARTICLE 6 – DEFERRED UNITS**

**6.01** Under no circumstances shall Deferred Units be considered Units nor entitle a Participant to any rights as a Unitholder, including, without limitation, voting rights, distribution entitlements (other than in accordance herewith) or rights on liquidation.

**6.02** One (1) Deferred Unit is economically equivalent to one (1) Unit. Fractional Deferred Units are permitted under the Plan.

**6.03** Deferred Units granted to Participants will vest immediately upon grant. Additional Deferred Units credited to a Participant’s account in connection with cash distributions pursuant to Section 7.04 shall vest on the same schedule as their corresponding Deferred Units and are considered issued on the same date as the Deferred Units in respect of which they were credited.

## ARTICLE 7 – DEFERRED UNIT GRANTS AND ACCOUNTS

**7.01** The Board may elect annually to grant Deferred Units to Participants.

**7.02** The number of Deferred Units (including fractional Deferred Units) granted at any particular time pursuant to this Plan will be calculated by dividing (a) the dollar amount of the grant, as determined by the Board by (b) the Market Value of a Unit on the Award Date.

**7.03** An account, to be known as a “**Deferred Unit Account**” shall be maintained by the REIT for each Participant and will be credited with notional grants of Deferred Units received by a Participant from time to time.

**7.04** Whenever cash distributions are paid on the Units, additional Deferred Units will be credited to the Participant’s Deferred Unit Account (“**Additional Deferred Units**”). The number of such Additional Deferred Units to be credited to a Participant’s Deferred Unit Account in respect of a cash distribution paid on the Units shall be calculated by dividing (i) the amount determined by multiplying (a) the aggregate number of Deferred Units held on the relevant distribution record date by (b) the amount of distributions paid by the REIT on each Unit, by (ii) the Market Value of a Unit on the distribution payment date.

## ARTICLE 8 – ADJUSTMENTS

**8.01** In the event of any Unit distribution, Unit split, combination or exchange of Units, merger, consolidation, spin-off or other distribution of the REIT’s assets to the Unitholders (other than normal cash distributions), or any other similar change affecting the Units, the account of each Participant and the Deferred Units outstanding under the Plan shall be adjusted in such manner, if any, as the Compensation Committee may in its discretion deem appropriate to reflect the event, subject to the rules of the TSX. However, no amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional Deferred Units will be granted to such Participant to compensate for a downward fluctuation in the price of the Units, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

## ARTICLE 9 – REDEMPTION AND TERMINATION OF DEFERRED UNITS

**9.01** The Deferred Units shall be redeemable by the Participant (or, where the Participant has died, his or her estate) at any time, provided any such redemption date is not earlier than two years following the Award Date.

**9.02** On or after the date (the “**Termination Date**”) on which the Participant ceases to be an Officer, the Deferred Units must be redeemed not later than two years following the date the Participant ceases to be an Officer.

**9.03** For Participants that are not U.S. taxpayers, the Deferred Units credited to a Participant’s Deferred Unit Account may be redeemed after the Termination Date in whole or in part for Units of the REIT issued from treasury or, subject to the approval of the Compensation Committee, cash, as elected by the Participant, on the date on which the Participant files a written notice of redemption in the form of Schedule A-2 hereto with the Chief Financial Officer of the REIT (the “**Non-U.S. Taxpayer Redemption Date**”).

**9.04** For Participants that are U.S. taxpayers, the Deferred Units credited to a Participant's Deferred Unit Account will be redeemed automatically for Units of the REIT issued from treasury or, subject to the approval of the Compensation Committee, cash, as elected by the Participant (the "**U.S. Taxpayer Redemption Date**" and together with the Non-U.S. Taxpayer Redemption Date, the "**Redemption Date**") within 90 days following the Officer's Separation from Service. If a Participant who is a U.S. taxpayer is or was an employee of the REIT and is determined to be a "specified employee" within the meaning of Section 409A of the Code, based on an identification date of December 31, and if such Participant is eligible to receive payment of the Participant's Deferred Units solely because that Participant has a Separation from Service, no redemption will be made prior to the date that is six months after the date of Separation from Service (or, if earlier, the date of death of the Participant).

**9.05** In the event Deferred Units are redeemed for Units pursuant to this Article 9, subject to (i) the provisions of the Plan (including Section 12.02), and (ii) the receipt by CDS Clearing and Depository Services Inc. of the Participant's brokerage account information from his or her securities broker, the Participant shall receive, within five Business Days after the applicable Redemption Date, such number of Units from the REIT equal to the number of Deferred Units then being redeemed from the Participant's Deferred Unit Account rounded down to the nearest whole number of Units, net of any Applicable Withholding Taxes.

**9.06** In the event Deferred Units are redeemed for cash pursuant to this Article 9, subject to the provisions of the Plan (including Section 12.02), the REIT shall make, within five Business Days after the Redemption Date, a cash payment, net of any Applicable Withholding Taxes, to the Participant, calculated by multiplying (i) the number of Deferred Units to be redeemed by (ii) the Market Value of a Unit on the applicable Redemption Date.

**9.07** Upon payment in full of the value of the Deferred Units to the Participant, the Deferred Units shall be cancelled.

## **ARTICLE 10 – NUMBER OF UNITS**

**10.01** The aggregate number of Units issuable upon the exercise of all Deferred Units granted under the Plan shall not exceed 1% of the issued and outstanding Units (assuming conversion and/or redemption into Units of all Convertible Securities) as at March 21, 2016 (being 353,434 Units). Notwithstanding the above, subject to applicable law or the requirements of the TSX or any other stock exchange upon which the Units are listed and any Unitholder or other approval which may be required, the Board may, in its discretion, amend this Plan to increase such limit without notice to Participants. If any Deferred Unit granted under this Plan is terminated, expires or is cancelled, new Deferred Units may thereafter be granted covering such Units, subject to any required prior approval by the TSX or other stock exchange upon which the Units are listed. At all times, the REIT will reserve and keep available a sufficient number of Units to satisfy the requirements of all outstanding Deferred Units granted under this Plan.

**10.02** The maximum value of the aggregate number of Units that may be subject to grants of Deferred Units under this Plan to any one Participant during any financial year of the REIT shall be no greater than CAD\$150,000.00 (with the value of any grant being determined by reference to the Market Value of a Unit on the applicable Award Date).

**10.03** The maximum aggregate number of Units issuable under this Plan to Insiders at any time, including those Units issuable under any other Security Based Compensation Arrangement, shall not exceed 10% of the issued and outstanding Units (including Units

issuable on the exchange of Class B limited partnership units of Slate Office I L.P. and Class B limited partnership units of Slate Office II L.P.) on a non-diluted basis as of the Award Date of such Deferred Units and the maximum aggregate number of Units that may be issued pursuant to Deferred Units to such Insiders during any 12-month period, including those Units issuable under any other Security Based Compensation Arrangement, shall not exceed 10% of the issued and outstanding Units (including Units issuable on the exchange of Class B limited partnership units of Slate Office I L.P. and Class B limited partnership units of Slate Office II L.P.) on a non-diluted basis.

**10.04** No Deferred Unit may be granted if such grant would have the effect of causing the total number of Units subject to Deferred Units to exceed the total number of Units reserved for issuance pursuant to the exercise of Deferred Units and set forth in Section 10.01.

#### **ARTICLE 11 – ASSIGNMENT**

**11.01** In no event may the rights or interests of a Participant under the Plan be assigned, encumbered, pledged, transferred or alienated in any way, except to the extent that certain rights may pass to a beneficiary or legal representative upon death of a Participant, by will or as required by law.

**11.02** Rights and obligations under the Plan may be assigned by the REIT to a successor in the business of the REIT.

#### **ARTICLE 12 – COMPLIANCE WITH APPLICABLE LAWS**

**12.01** The administration of the Plan shall be subject to and performed in conformity with all applicable laws, regulations, orders of governmental or regulatory authorities and the requirements of any stock exchange on which the Units are listed. Should the Compensation Committee, in its sole discretion, determine that it is not desirable or feasible to provide for the redemption of Deferred Units for Units pursuant to the provisions of Article 9, including by reason of any such laws, regulations, rules, orders or requirements, it shall notify the Participants of such determination and on receipt of such notice each Participant shall have the option of electing that such redemption obligations be satisfied by means of a cash payment by the REIT equal to the Market Value of the Units that would otherwise be delivered to a Participant in settlement of Deferred Units on the Redemption Date (less any Applicable Withholding Taxes). Each Participant shall comply with all such laws, regulations, rules, orders and requirements, and shall furnish the REIT with any and all information and undertakings, as may be required to ensure compliance therewith.

**12.02** The REIT intends that the Plan and all Deferred Units be construed to avoid the imposition of additional taxes, interest, and penalties pursuant to Section 409A of the Code. Notwithstanding the REIT's intention, in the event any Deferred Unit is subject to such additional taxes, interest or penalties pursuant to Section 409A of the Code, the Board or the Compensation Committee, as applicable, may, in their sole discretion and without a Participant's prior consent, amend the Plan, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and actions with retroactive effect) as are necessary or appropriate to (a) exempt the Plan and/or any Deferred Unit from the application of Section 409A of the Code, (b) preserve the intended tax treatment of any such Deferred Unit, or (c) comply with the requirements of Section 409A of the Code, including without limitation any such regulations, guidance, compliance programs, and other interpretative authority that may be issued after the date of the grant. In no event shall the REIT or any of its Affiliates be liable for

any additional tax, interest or penalties that may be imposed on a Participant under Section 409A of the Code or any damages for failing to comply with Section 409A of the Code. To the extent a Participant who is a U.S. taxpayer is a "specified employee" within the meaning of Treasury Regulation § 1.409A-1(i)(1) upon the Participant's Separation from Service, any amount payable upon such Separation from Service pursuant to a redemption under Article 9 will be delayed to the earliest Business Day following the end of the sixth month period from the date of such Participant's Separation from Service. Notwithstanding any provision in the Plan to the contrary, the timing of redemptions set forth in Article 9 with respect to U.S. taxpayers may be modified by the Compensation Committee as provided in Treasury Regulation § 1.409A-3(j)(4)(ix) with respect to the termination of a deferred compensation arrangement.

**SCHEDULE A-1**

**SLATE OFFICE REIT DEFERRED UNIT INCENTIVE PLAN (THE "PLAN")**

**PARTICIPATION AGREEMENT**

*All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Plan.*

Pursuant to the Plan, I hereby elect to participate in the Plan and to receive Deferred Units.

I confirm that:

- a) I have received and reviewed a copy of the terms of the Plan and agreed to be bound by them.
- b) I recognize that when Deferred Units credited pursuant to this election are redeemed in accordance with the terms of the Plan, income tax and other withholdings as required will arise at that time. Upon redemption of the Deferred Units, the REIT will make all appropriate withholdings as required by law at that time.
- c) The value of Deferred Units is based on the value of the Units of the REIT and therefore is not guaranteed.

The foregoing is only a brief outline of certain key provisions of the Plan. For more complete information, reference should be made to the Plan text.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name of Participant)

\_\_\_\_\_  
(Signature of Participant)

**SCHEDULE A-2**

**SLATE OFFICE REIT DEFERRED UNIT INCENTIVE PLAN (THE "PLAN")**

**REDEMPTION NOTICE FOR CANADIAN RESIDENTS**

*All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Plan.*

I hereby advise Slate Office REIT (the "**REIT**") that I wish to redeem \_\_\_\_\_ of the Deferred Units credited to my account under the Plan in accordance with the terms of the Plan in the form of [**Units of the REIT/cash**] [**Note: Select either Units or cash**].

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name of Participant)

\_\_\_\_\_  
(Signature of Participant)

**Note:** If the Redemption Notice is signed by a beneficiary or legal representative, documents providing the authority of such signature should accompany this notice.