



SLATE RETAIL REIT DISTRIBUTION REINVESTMENT PLAN

Purpose

The distribution reinvestment plan (the “Plan”) provides eligible holders (the “Unitholders”) of class A units (the “Class A Units”), class I units (the “Class I Units”) and class U units (the “Class U Units” and together with Class A Units and Class I Units, the “Trust Units”) of Slate Retail REIT (the “REIT”), the opportunity to accumulate additional Class U Units. The Plan provides an efficient and cost-effective way for the REIT to issue additional equity to existing Unitholders.

The REIT will determine for each distribution payment date the amount of new equity, if any, that will be made available under the Plan on that date. No assurances can be made that new Class U Units will be made available under the Plan on a regular basis, or at all.

The REIT may issue, in the aggregate, up to 620,000 Class U Units under the Plan. The REIT may increase the number of Class U Units available to be issued under the Plan at any time, subject to the approval of the Exchange (as defined below) upon which the Class U Units trade.

Defined Terms

“**Average Market Price**” means the weighted average closing price of the Canadian dollar Class U Units on the Exchange for the five trading days immediately preceding the applicable date of Distribution, appropriately adjusted for certain capital changes (including Class U Unit subdivisions, Class U Unit consolidations, certain rights offerings and certain distributions).

“**Beneficial Participant**” means a beneficial holder who has elected, in accordance with the terms hereof, to participate in the Plan, by registering through CDS as a Nominee.

“**Business Day**” means any day on which the Plan Agent’s principal offices in Toronto, Ontario are generally open for the transaction of commercial business but does not, in any event, include a day on which the Exchange is not open for trading, a Saturday, Sunday or any day that is a statutory or municipal holiday in Toronto, Ontario.

“**CDS**” means The Canadian Depository for Securities Limited, which acts as a nominee for many Canadian investment dealers and brokerage firms, or its nominee, as applicable.

“**Distribution**” means the cash distribution declared payable for any particular month by the REIT in respect of Trust Units.

“**Eligible Holder**” means a registered holder of at least one thousand (1,000) Class A Units, Class I Units or Class U Units who, on the applicable record date for a Distribution, and otherwise eligible to participate in the Plan.

“**Enrollment Form**” means the enrollment form.

“**Equivalent Amount**” on any given date in one currency (the “first currency”) of any amount denominated in another currency (the “second currency”) means the amount of the first currency which could be purchased with such amount of the second currency at the rate of exchange quoted by a Schedule I Bank (as defined in the Bank Act (Canada)) at its main branch in Toronto, Ontario on the Business Day for the purchase of the first currency with the second currency;

“**Exchange**” means the Toronto Stock Exchange or such other exchange on which the Class U Units are listed and posted for trading.

“**Nominee**” means a broker, investment dealer, financial institution or other nominee holder of Trust Units.

“**Participants**” means collectively all Beneficial Participants and Registered Participants, and a “Participant” refers to any one of them.

“**Plan Agent**” means Equity Financial Trust Company, its successors or assigns or such other trust company as is appointed by the REIT from time to time to act as plan agent under the Plan.

“**Registered Participant**” means an Eligible Holder who has elected, in accordance with the terms hereof, to participate in the Plan by completing and delivering to the Plan Agent an Enrollment Form, as more particularly described in the Plan.

Advantages

An Eligible Holder may, by enrolling in the Plan, direct that Distributions payable in respect of all or some of the Trust Units held for the account of such Unitholder under the Plan, be applied to the purchase of additional Class U Units and have the additional Class U Units held for the account of such Unitholder under the Plan. The price of Class U Units purchased with reinvested Distributions will be the Average Market Price.

No commissions, service charges or brokerage fees are payable by Participants in connection with the purchase of additional Class U Units under the Plan. However, Beneficial Participants who enrol in the Plan through a Nominee may nevertheless be subject to fees imposed under the terms governing their relationship with the Nominee.

Full investment of funds is possible because the Plan permits fractions of Class U Units (to six decimal places) as well as whole Class U Units to be credited to Participants’ (or their Nominees’) accounts. Beneficial Participants should contact their Nominee with respect to the treatment of fractional Class U Units that could notionally exist from the reinvestment of a Beneficial Participant’s Distribution, as some Nominees will facilitate the accumulation of fractional Class U Units in a Beneficial Participant’s account while others may not.

Administration

The Plan Agent acts for and on behalf of the Participants. Distributions payable on Class A Units will be paid in Canadian dollars, while Distributions on Class I Units and Class U Units will be paid in U.S. dollars. On each Distribution payment date, the REIT will pay to the Plan Agent all Distributions in respect of Trust Units registered in the name of, or held under the Plan for the account of, Participants who have enrolled in the Plan.

The Plan Agent will use such funds to purchase directly from the REIT, for each Participant’s (or their Nominee’s) account, that number of Class U Units (including fractions computed to six decimal places) equal to the amount invested under the Plan for such Participant’s account divided by:

- (a) in the case of Class A Units, the Average Market Price; and
- (b) in the case of Class U Units and Class I Units, the U.S. dollar Equivalent Amount of the Average Market Price

See “Price of New Trust Units” below. Class U Units purchased pursuant to the Plan will be registered in the name of the Plan Agent or its nominee, as agent for the Participants, and credited to Participants’ (or their Nominees’) accounts in accordance with the Plan.

Distributions in respect of Class U Units (including fractions of Class U Units) that are held under the Plan for the account of a Participant will automatically be reinvested in additional Class U Units in accordance with the Plan and such additional Class U Units will be credited to the Participant’s (or the applicable Nominee’s) account.

All funds received by the Plan Agent under the Plan, including cash Distributions received from the REIT, will be applied to the purchase of new Class U Units directly from the REIT. **In no event will interest be paid to Participants on any funds held for**

investment under the Plan.

Participation

Except as noted below, all Eligible Holders are eligible for enrolment in the Plan at any time. Beneficial Unitholders whose Trust Units are registered in the name of a Nominee may not directly enrol in the Plan, but may participate in the Plan only through their Nominee. Beneficial Unitholders may only participate in the Plan if they (i) transfer their Trust Units into their own name and then enrol in the Plan directly, or (ii) arrange for their Nominee to enrol in the Plan on their behalf.

Beneficial Unitholders should contact their Nominee to provide instructions on how they would like to participate in the Plan. Not all Nominees will allow, nor are required to allow, participation in the Plan. Unitholders interested in participating in the Plan who hold their Trust Units through a Nominee that does not allow participation are responsible for either transferring their Trust Units to a different Nominee or into their own name in order to participate.

An Eligible Holder becomes a Registered Participant by completing and delivering to the Plan Agent a duly completed Enrollment Form. A beneficial Unitholder becomes a Beneficial Participant by having such beneficial Unitholder's Nominee complete and deliver to the Plan Agent (through CDS, if applicable), on its behalf, a duly completed Enrollment Form. If required, an Enrollment Form may be obtained from the Plan Agent at any time upon request. By enrolling in the Plan, a Participant is deemed to have directed the REIT to forward to the Plan Agent all Distributions in respect of Trust Units held on behalf of the Participant, and to have directed the Plan Agent to reinvest such Distributions in additional Class U Units in accordance with the Plan.

An initial Enrollment Form must be received by the Plan Agent no later than 5:00 p.m. (Toronto time) on the third Business Day immediately preceding a Distribution record date in order for the Distribution to which such record date relates to be reinvested under the Plan. Where a beneficial Unitholder wishes to participate in the Plan with respect to Trust Units registered through a Nominee, that Nominee must provide the initial Enrollment Form to CDS regarding a Beneficial Participant's participation in the Plan no later than 5:00 P.M. (Toronto time) on the third Business Day immediately preceding a Distribution record date (or such other deadline as CDS may set from time to time) in order for the Distribution to which such record date relates to be reinvested under the Plan. If an initial Enrollment Form is not received by the Plan Agent from a registered Unitholder, or by CDS from a Nominee in the case of a beneficial Unitholder, on or before such deadlines, the Distribution to which such record date relates will not be reinvested under the Plan and a Participant's enrolment in the Plan will only be effective for purposes of subsequent Distributions. **Beneficial Unitholders who wish to participate in the Plan will need their Nominee to elect to participate on their behalf every Distribution period.** If the Enrollment Form is not received by the Plan Agent on or before such deadlines, enrolment in the Plan will take effect on the succeeding Distribution record date.

Once an Eligible Holder has enrolled in the Plan, participation by the Registered Participant continues automatically until the Registered Participant's participation in the Plan is terminated by delivery to the Plan Agent of new instructions. Beneficial Participants should contact their Nominee to determine the procedures for terminating their participation in the Plan. The time at which a termination of Plan participation becomes effective is described under "Termination of Participation" below. The effect of these provisions is that a Participant (or the applicable Nominee) cannot terminate participation in the Plan after 5:00 p.m. (Toronto time) on the third Business Day immediately preceding a Distribution record date to and including the Distribution payment date to which such record date relates.

The REIT reserves the right to refuse participation to, or cancel participation of, any person who, in the sole opinion of the REIT is (i) engaging in market activities or has been artificially accumulating securities of the REIT, for the purposes of taking undue advantage of the Plan to the detriment of the REIT, (ii) participating in the Plan primarily with a view to arbitrage trading or (iii) participating or attempting to participate in the Plan in more than one capacity or as more than one Participant.

Non-Residents of Canada

Residents of any jurisdiction outside of Canada are not permitted to participate in the Plan unless appropriate measures are taken by the REIT to ensure that all applicable withholding taxes are deducted at source and if determined necessary by the REIT, a legal opinion is obtained confirming that such distribution is in compliance with applicable securities legislation in the applicable jurisdiction.

Upon ceasing to be a resident of Canada for purposes of the *Income Tax Act* (Canada), a Participant must forthwith notify the Plan Agent or their Nominee, as the case may be. The REIT and the Plan Agent reserve the right to deny participation in the Plan to, and to not accept an Enrollment Form from any person or agent of such person who appears to be, or who the REIT, the Plan Agent or

such Nominee has reason to believe is, not a resident of Canada for purposes of the *Income Tax Act* (Canada), unless the appropriate measures and legal opinion referenced in the preceding paragraph above are obtained.

Available Equity

The REIT will determine on or before each Distribution record date the amount of equity, if any, that will be made available under the Plan on the Distribution payment date to which such record date relates.

If, in respect of any Distribution payment date, the REIT determines not to issue any equity through the Plan or fulfilling all of the Participants' entitlements under the Plan would result in the REIT exceeding the limit on new equity set by the REIT, then Participants will receive from the REIT the Distributions to which they would otherwise be entitled on such date and no purchases of Class U Units will be made on the applicable Distribution payment date.

Price of New Class U Units

On each Distribution payment date, the REIT will, on behalf of the Participants, pay to the Plan Agent all funds that are eligible for investment in new Class U Units on such date, unless the Class U Units are to be issued from treasury, in which case no funds will be payable to the Plan Agent. The subscription price of Class U Units purchased under the Plan will be the U.S. dollar Equivalent Amount of the Average Market Price. The REIT will advise the Plan Agent of such amount no later than the Distribution payment date.

Costs

No commission, service charges or brokerage fees are payable by Registered Participants in connection with the purchase of additional Class U Units under the Plan. All administrative costs of the Plan, including the fees and expenses of the Plan Agent, will be paid by the REIT.

Accounts and Reports to Participants

An account will be maintained by the Plan Agent for each Registered Participant and unaudited statements of that account will be mailed to each such Registered Participant in respect of each Distribution period. Statements and reports, if any, with respect to purchases of Class U Units under the Plan will be provided to Beneficial Participants by their Nominee. These account statements and reports are a Participant's continuing record of purchases of Class U Units made for such Participant's account under the Plan and should be retained for income tax reporting purposes. The Plan Agent will also send annually to each Registered Participant (or the applicable Nominee will also send annually to each Beneficial Participant), certain tax forms for tax reporting purposes. The calculation and monitoring of each Participant's adjusted cost base in the Class A Units, Class I Units and Class U Units, as the case may be, for income tax purposes will be the responsibility of each Participant, as certain averaging rules may apply and such calculations may depend on the cost of other units held by the Participant.

Certificates for Class U Units held under the Plan

Accounts under the Plan are maintained by the Plan Agent in the name in which Trust Units are registered at the time of enrolling in the Plan and certificates for Class U Units will be similarly registered when issued. Class U Units purchased and held under the Plan will be registered in the name of the Plan Agent or its nominee as agent for the Participants, and certificates for such Class U Units will not normally be issued to Participants. However, a Registered Participant may, upon request to the Plan Agent (by duly completing the appropriate section of their Plan statement and delivering it to the Plan Agent) and without terminating participation in the Plan, have a Class U Unit certificate issued and registered in the Registered Participant's name for any number of whole Class U Units held for the Registered Participant's account under the Plan. Any remaining whole Class U Units and any fractional Class U Units will continue to be held by the Plan Agent for the Registered Participant's account under the Plan.

A written request to issue certificate must be received by the Plan Agent from the Registered Participant no later than 5:00 p.m. (Toronto time) on the third Business Day immediately preceding a Distribution record date in order for the request to be processed by such Distribution record date. If the written request to issue a certificate is not received by the Plan Agent on or before such deadline, the issuance of such certificate will only be effective after the Distribution.

Class U Units held by the Plan Agent for the account of a Registered Participant may not be sold, pledged or otherwise disposed of by the Registered Participant while so held.

Termination of Participation

A Registered Participant may voluntarily terminate participation in the Plan by delivering to the Plan Agent a written notice signed by such Registered Participant stating that such Registered Participant wishes to withdraw its participation in the Plan. In such event, the Registered Participant will receive a certificate for the number of whole Class U Units held by the Plan Agent in such Registered Participant's account and a cash payment for any remaining fraction of a Class U Unit so held. Any fractional Class U Unit interest will be paid based on the closing market price of a Class U Unit on the Exchange on the Business Day immediately preceding the effective date of termination.

Participation in the Plan will be terminated automatically following receipt by the Plan Agent of a written notice of the death of a Registered Participant. A certificate for the number of whole Class U Units held for the account of a deceased Registered Participant under the Plan will be issued by the REIT in the name of the deceased Registered Participant or the estate of the deceased Registered Participant, as applicable, and the Plan Agent will send to the legal representative of the deceased Registered Participant such certificate and a cheque in payment for any remaining fraction of a Class U Unit in the deceased Registered Participant's account. Any fractional Class U Unit interest will be paid based on the closing market price of a Class U Unit on the Exchange on the Business Day immediately preceding the effective date of termination.

A written request of a Registered Participant to terminate participation, or notice of a Registered Participant's death, must be received by the Plan Agent no later than 5:00 p.m. (Toronto time) on the third Business Day immediately preceding a Distribution record date in order to be processed by such Distribution record date. If the written request of a Registered Participant to terminate participation, or notice of a Registered Participant's death, is not received by the Plan Agent on or before such deadline, termination of participation in the Plan will only be effective after the Distribution.

Beneficial Participants must contact their Nominee in order to arrange for termination of participation in the Plan.

Rights Offering

In the event that the REIT makes available to its Unitholders rights to subscribe for additional Class U Units or other securities, rights will be issued by the REIT in respect of whole Class U Units held in a Participant's (or Nominee's) account under the Plan on the record date for such rights issue. No rights will be issuable on a fraction of a Class U Unit held in a Participant's account.

Subdivisions

If Class U Units are distributed pursuant to a subdivision of Trust Units, the additional Class U Units received in respect of Class U Units held under the Plan will be credited to the accounts of Participants (or their Nominees).

Unitholder Voting

Whole Class U Units of a Participant enrolled in the Plan on the record date for a vote of Unitholders will be voted in the same manner and in accordance with the same instructions of the Participant as any other Class U Units. No voting rights will attach to any fraction of a Class U Unit held in a Participant's account.

Responsibilities of the REIT and the Plan Agent

Neither the REIT nor the Plan Agent shall be liable to any Unitholder for any act or for any omission to act in connection with the operation of the Plan including, without limitation, any claims for liability:

- (a) arising out of the failure to terminate, or of a Nominee's failure to terminate, a Participant's participation in the Plan upon such Participant's death;
- (b) with respect to the prices and times at which Class U Units are purchased on behalf of a Participant; and
- (c) with respect to decisions by the REIT to raise or not raise equity through the Plan in any given Distribution period, or the amount of equity raised, if any.

Participants should recognize that neither the REIT nor the Plan Agent can assure a profit or protect them against a loss on the Class U Units purchased under the Plan.

Amendment, Suspension or Termination of the Plan

The REIT reserves the right to amend, suspend or terminate the Plan at any time, but such action shall have no retroactive effect that would prejudice the interests of the applicable Participants. All amendments to the Plan will be subject to the prior approval

of the Exchange. The REIT will notify Unitholders of any amendment, suspension or termination of the Plan in accordance with the Plan and any applicable securities law requirements. If the REIT terminates the Plan, an applicable Participant will receive certificates for whole Class U Units held for the Participants' accounts under the Plan and, depending on the Nominee in the case of beneficial Unitholders, cash payments may be made for fractional Class U Units held in a Participant's account. If the REIT suspends the Plan, no investment will be made by the Plan Agent on the Distribution payment date for the REIT immediately following the effective date of such suspension, and any Distributions paid by the REIT after the effective date of such suspension that would, but for the suspension, be reinvested under the Plan, will be remitted to the Participants.

Interpretation

Any issues of interpretation arising in connection with the Plan or its application shall be conclusively determined by the REIT.

Personal Liability

Notwithstanding any other provisions hereof, it is acknowledged and agreed that the obligations of the REIT under the Plan will not be personally binding upon, and that resort shall not be had to, nor shall recourse or satisfaction be sought from, the private property (including, without limitation, any property consisting of or arising from a distribution of any kind or nature by the REIT) of any of the trustees, unitholders, officers, employees, agents or annuitants or beneficiaries of any plan of which a unitholder acts as trustee or carrier, of the REIT, but the property of the REIT or a specific portion thereof only shall be bound.

Notices

All notices or other documents required to be given to Participants under the Plan shall be publicly announced by the REIT and the REIT will notify Participants in accordance with applicable securities law requirements.

Notices to the Plan Agent shall be sent to:

Equity Financial Trust Company 200
University Ave, Suite 300
Toronto, Ontario, Canada M5H 4H1

Telephone: +1 866 393 4891

Notices to the REIT shall be sent to:

Slate Retail REIT
c/o Slate Asset Management L.P. 121
King St W, Suite 200
Toronto, Ontario, Canada M5H 3X7

Telephone: +1 416 644 4264

Effective Date of the Plan

The effective date of the Plan is August 13, 2014 (as amended on March 16, 2016)