



CT REAL ESTATE INVESTMENT TRUST
2022 Annual Information Form

February 14, 2023

CT REAL ESTATE INVESTMENT TRUST

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ANNUAL INFORMATION FORM

CT REAL ESTATE INVESTMENT TRUST®

In this Annual Information Form (“AIF”), the terms “CT REIT” and the “REIT” refer to CT Real Estate Investment Trust and its Subsidiaries, including CT REIT Limited Partnership (the “Partnership”), on a consolidated basis, unless the context otherwise requires. Other terms that are capitalized in this AIF are as defined in the Glossary of Terms.

Certain brands mentioned in this AIF are the trade names, trademarks and service marks of Canadian Tire Corporation, Limited, CT Real Estate Investment Trust and other organizations or used under license and are the property of their respective owners. Solely for convenience, certain trademarks referred to herein may appear without the ® or ™ symbol.

Unless otherwise specified herein, the information in this AIF is presented as at December 31, 2022 and all dollar amounts are expressed in Canadian dollars. Rounded numbers are used in this AIF and, as such, totals may not add to 100 percent. Occupancy and other leasing key performance measures in this AIF have been prepared on a committed basis which includes the impact of existing lease agreements contracted on or before December 31, 2022, and vacancies as at the end of the reporting period. Certain portions of this AIF reference the REIT’s Management’s Discussion and Analysis (“MD&A”) and Consolidated Financial Statements for the year ended December 31, 2022, which are available on the System for Electronic Document Analysis and Retrieval (“SEDAR”) at www.sedar.com, and which are incorporated by reference.

This AIF contains statements that are forward-looking and may constitute “forward-looking information” or “forward-looking statements” within the meaning of applicable securities legislation. Actual results or events may differ from those forecasted and from statements regarding the REIT’s future growth, results of operations, performance and business prospects and opportunities made in this AIF because of the risks and uncertainties associated with, among other things, the REIT’s business and the general economic environment. CT REIT cannot provide any assurance that any forecasted financial or operational performance, plans or objectives will actually be achieved or, if achieved, will result in an increase in the price of the REIT’s Units. See section 22 entitled “Forward-Looking Information” for a more detailed discussion of the REIT’s use of forward-looking statements.

1. CORPORATE STRUCTURE

1.1 Overview

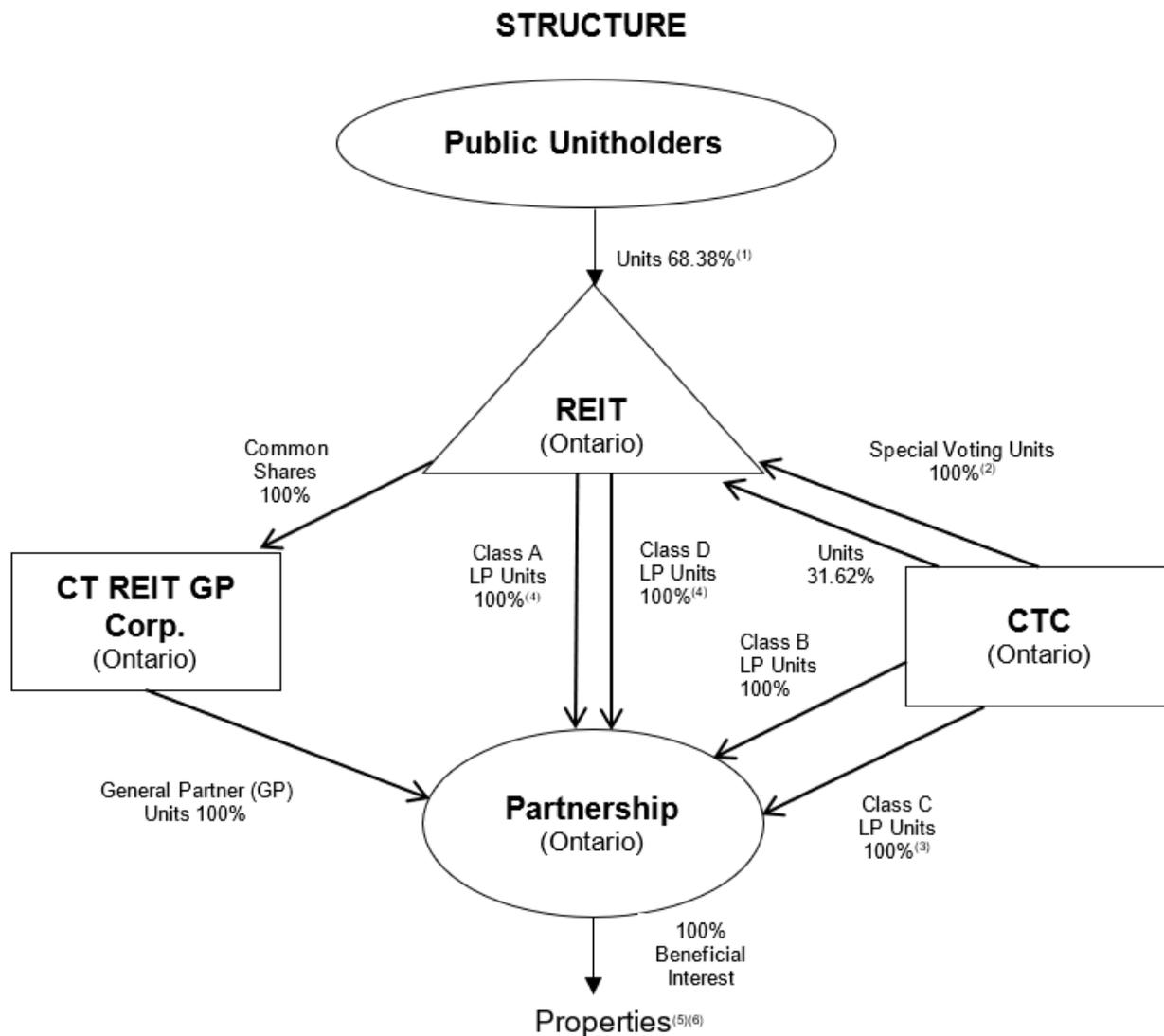
CT REIT is an unincorporated, closed-end real estate investment trust established on July 15, 2013 pursuant to a declaration of trust as amended and restated as of October 22, 2013 and as further amended and restated as of April 5, 2020 and as may be further amended from time to time (“Declaration of Trust”). CT REIT commenced operations on October 23, 2013. The principal, registered and head office of CT REIT is located at 2180 Yonge Street, Toronto, Ontario, M4P 2V8. The REIT was formed to own income-producing commercial properties located primarily in Canada.

The REIT’s Units are listed on the TSX and are traded under the symbol “CRT.UN”.

1.2 Intercorporate Relationships

As at December 31, 2022, CTC held, indirectly, a 68.7% effective interest in the REIT through ownership of 33,989,508 Units and all of the issued and outstanding Class B LP Units, which are economically equivalent to and exchangeable for Units. CTC also owned all of the Class C LP Units.

The following diagram illustrates the organizational structure of CT REIT including its principal Subsidiaries and its controlling shareholder, the jurisdiction of incorporation or formation of each respective entity, and the percentages of voting and non-voting securities owned by the REIT and CTC as at December 31, 2022.



¹ As at December 31, 2022, CTC's effective interest in the REIT was 68.7% consisting of 33,989,508 of the issued and outstanding Units and 127,193,833 Class B LP Units, being all of the issued and outstanding Class B LP Units.

² Each Class B LP Unit is accompanied by one Special Voting Unit which provides the holder thereof with a right to vote on matters respecting the REIT equal to the number of Units that may be obtained upon the exchange of the Class B LP Unit to which each Special Voting Unit is attached.

³ See section 5.2 entitled "Authorized Capital and Outstanding Securities" and section 6.2 entitled "Partnership Units – Class C LP Units" for a description of the Class C LP Units.

⁴ See section 6.2 entitled "Partnership Units – Class A LP Units" for a description of the Class A LP Units and section 6.2 entitled "Partnership Units – Class D LP Units" for a description of the Class D LP Units.

⁵ While registered title to the Properties is held through various wholly-owned nominee subsidiaries of the Partnership, the Partnership directly or indirectly holds 100% of the beneficial interest in the Properties, save and except for Canada Square wherein the Partnership indirectly owns an undivided 50% beneficial interest in the Property.

⁶ A wholly-owned Subsidiary of the Partnership performs property management functions in respect of certain Properties.

2. DESCRIPTION OF THE BUSINESS

2.1 Overview and Strategy

CT REIT owns, manages and develops income-producing commercial properties located in all ten provinces and in two territories across Canada. The REIT's geographically diversified portfolio comprises stand-alone properties, primarily occupied by Canadian Tire stores, multi-tenanted properties, typically anchored by a Canadian Tire store, Industrial Properties, a mixed-use commercial property and Development Properties. CT REIT focuses primarily on triple-net, long-term leases to investment grade tenants. With triple-net leases, the tenant is responsible for paying many of the expenses of the property, including real estate taxes, building insurance, and maintenance costs.

The principal objective of the REIT, as a real estate investment trust investing primarily in net lease assets, is to create Unitholder value over the long-term by generating reliable, durable and growing monthly cash distributions on a tax-efficient basis. To achieve this objective, management is focused on expanding the REIT's asset base, while growing the REIT's net asset value per unit as well as increasing its Adjusted Funds From Operations ("AFFO") per unit.

Future growth is expected to continue to be achieved from a number of sources including:

1. the portfolio of Canadian Tire leases, which generally contain contractual rent escalations of approximately 1.5% per year, on average, over the remainder of their current term and have a weighted average remaining lease term of 8.9 years;
2. contractual arrangements with CTC whereby CT REIT has a ROFO on all CTC properties which meet the REIT's investment criteria and through preferential rights, subject to certain exceptions, to participate in the development of, and to acquire, certain new retail and industrial properties; and
3. its relationship with CTC, which CT REIT will continue to leverage in order to obtain insights into potential real estate acquisitions and development opportunities in markets across Canada.

CT REIT is committed to operating its business with the highest level of integrity, ethics, and transparency, and to giving back to the communities in which it operates. As the REIT continues to progress along its ESG journey, ESG is now a distinct component of the REIT's Strategic Plan approved by the REIT's Board of Trustees and an objective against which the performance of CT REIT's executive team is assessed. For more information on the REIT's ESG initiatives and progress, see section 2.12 entitled "Environmental, Social and Governance".

2.2 Overview of the Property Portfolio

As at December 31, 2022, CT REIT owned, indirectly through the Partnership, a portfolio of 373 properties, including 11 ground leases. The portfolio primarily consists of net lease assets and is made up of 365 retail properties, four Industrial Properties, one mixed-use commercial property (Canada Square) and three Development Properties (collectively, the "Properties" and each one, a "Property"). The Properties are located in each of the provinces and in two territories across Canada. Together, the retail properties, Industrial Properties and mixed-use commercial property contain approximately 30.1 million square feet of gross leasable area ("GLA"), excluding Properties Under Development. The retail properties are made up of 289 single tenant properties (262 of which are Canadian Tire single tenant properties and 27 of which are other single tenant properties), 68 multi-tenant properties anchored by a Canadian Tire store (four of which are enclosed shopping centres) and eight multi-tenant properties not anchored by a Canadian Tire store (one of which is an enclosed shopping centre). The 330 Canadian Tire stores owned by the REIT range in size from 12,000 square feet to 198,000 square feet. As at December 31, 2022, CTC represented 92.3% of total GLA and 91.4% of annualized base minimum rent.

The following chart outlines the REIT's property portfolio by tenant type as at December 31, 2022.

Tenant Type	
Canadian Tire store single tenant properties	262
Other single tenant properties	27
Multi-tenant properties anchored by a Canadian Tire store	68
Multi-tenant properties not anchored by a Canadian Tire store	8
Industrial Properties	4
Mixed-use property ¹	1
Total operating properties	370
Development Properties	3
Total Properties	373
Gas Bars at retail properties	112

¹As at December 31, 2022, the REIT owned a one-half interest in Canada Square, Toronto, Ontario.

The following chart outlines the GLA, occupancy and annualized base minimum rent of the REIT's property portfolio, excluding Properties Under Development, by tenant type as at December 31, 2022.

Tenant Type	GLA	GLA %	Occupied GLA	Occupancy Rate	Annualized Base Minimum Rent %
Canadian Tire stores	22,907,190	76.2 %	22,907,190	100.0 %	78.7 %
Industrial Properties	4,205,749	14.0 %	4,205,749	100.0 %	9.0 %
Mixed-use property ¹	278,028	0.9 %	256,308	92.2 %	1.4 %
Third-party retail tenants	2,054,530	6.8 %	1,878,596	91.4 %	8.2 %
Other CTC Banners	633,021	2.1 %	633,021	100.0 %	2.7 %
Total	30,078,518	100 %	29,880,864	99.3 %	100.0 %

¹Represents the REIT's one-half interest in Canada Square as at December 31, 2022.

2.3 Description of Key Tenant

CTC is the REIT's most significant tenant with Canadian Tire stores (including Gas Bars) and CTC Industrial Properties representing approximately 87.4% of the REIT's annualized base minimum rent, or approximately 91.4% of the REIT's annualized base minimum rent if all CTC Banner stores and the CTC Office are included.

In addition to CT REIT, CTC's principal Subsidiaries include Canadian Tire Real Estate Limited ("CTREL"), FGL Sports Ltd. ("SportChek"), Mark's Work Wearhouse Ltd. ("Mark's") and Helly Hansen Holding AS ("Helly Hansen"), all of which (other than CT REIT) are wholly-owned by CTC, and CTFS Holdings Limited ("CTFS") in which CTC has an 80% interest, with the remaining 20% interest being held by The Bank of Nova Scotia. Canadian Tire Bank is a wholly-owned Subsidiary of CTFS.

CTC operates through three reportable segments – the Retail segment, the Financial Services segment, and the CT REIT segment.

The Retail segment, which includes Canadian Tire, SportChek, Mark's, PartSource, Helly Hansen, Party City, and Petroleum, is a network of more than 1,400 retail stores and more than 280 Gas Bars across Canada. The retail businesses offer customers a breadth of differentiated and innovative products and services through convenient in-store and online shopping experiences. CTC's customer loyalty program, Triangle Rewards, connects CTC's Canadian retail banners, driving customer engagement through the collection and redemption of rewards, as well as personalized offers. Canadian Tire is one of the country's most recognized general merchandise retailers, easily identified by the Canadian Tire name and trademark.

As at December 31, 2022, there were 504 operating Canadian Tire stores across Canada, located in each of the provinces and two territories. The stores are operated by independent third parties, known as Associate Dealers (“Dealers”). Each Dealer owns the fixtures, equipment and inventory of the store they operate, employs the store staff and is responsible for the store’s operating expenses. Generally, the premises on which the Canadian Tire stores are located are owned or leased by CTC and licensed to individual Dealers. CTC’s relationship with each Dealer is governed by an individual Dealer contract pursuant to which each Dealer agrees to operate the retail business of a Canadian Tire store under the Canadian Tire name and to use best efforts to manage his or her Canadian Tire store at its maximum capacity and efficiency. Individual Dealer contracts are all in a standard form, each of which generally expires on December 31, 2029. Each Dealer agrees to comply with the policies, marketing plans and operating standards, which among other things, includes purchasing merchandise primarily from CTC and offering merchandise for sale to consumers at prices not exceeding those set by CTC.

Of the 504 operating Canadian Tire stores, 330 are located on properties owned by CT REIT, 39 are located on properties owned by CTC and the remaining 135 are located on properties leased from third parties. There are approximately 1,200 additional locations operating under various Other CTC Banners, of which 156 are on properties owned by CT REIT.

The Financial Services segment comprises the operating subsidiaries of CTFS, namely Canadian Tire Bank and CTFS Bermuda Ltd. through which CTFS provides financial and other ancillary products and services, including issuing credit cards.

CTC’s issued and outstanding Common Shares and Class A Non-Voting Shares are listed on the TSX and are traded under the symbols “CTC” and “CTC.A”, respectively.

CTC and its debt securities have been rated by DBRS Limited (“DBRS Morningstar”), S&P Global Ratings (“S&P”), and Moody’s Investors Service (“Moody’s”) as follows:

	DBRS Morningstar		S&P		Moody’s	
	Rating	Trend	Rating	Trend	Rating	Trend
Issuer (Long-Term)	BBB	Stable	BBB	Stable	—	—
Issuer (Short-Term)	—	—	A-2	—	—	—
Medium Term Notes	BBB	Stable	BBB	—	—	—
U.S. Commercial Paper	—	—	A-2	—	P-2	Stable

Further information about CTC is available through its public filings available on SEDAR at www.sedar.com and at www.corp.canadiantire.ca.

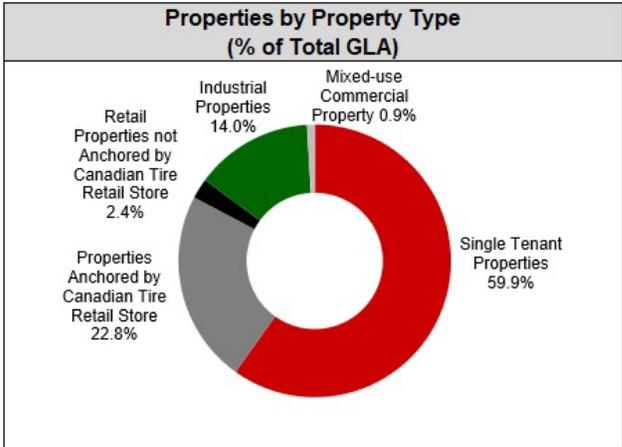
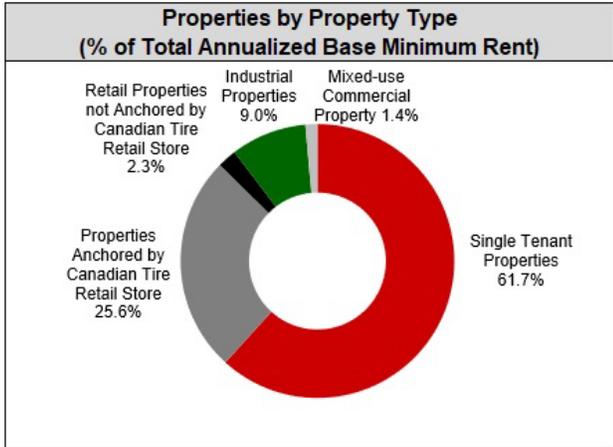
2.4 Description of Property Portfolio

The Properties are well located within their respective markets and the portfolio has stable characteristics, which include high occupancy, staggered lease maturities and strong retailing attributes, including high traffic locations, visibility, frontage, signage and parking. The Properties are generally located in commercial areas and are often co-located with, or located in close proximity to, supermarkets and other large-scale retailers, which serve to attract high volumes of customers. Schedule B attached to this AIF highlights certain information regarding the Properties as at December 31, 2022.

2.5 Property Type Breakdown

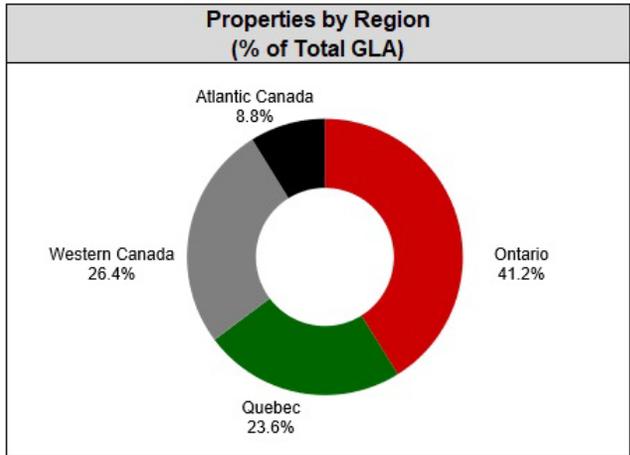
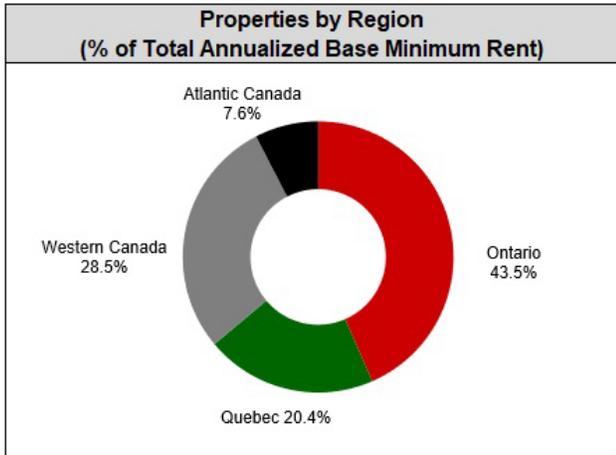
The annualized base minimum rent for the Properties, excluding Properties Under Development, is divided among single tenant properties (61.7%), multi-tenant properties anchored by a Canadian Tire store and containing one or more Other CTC Banner stores and/or third-party tenants (25.6%), four Industrial Properties (9.0%), retail properties not anchored by a Canadian Tire store (2.3%) and one mixed-use commercial property (1.4%).

The following charts illustrate the composition of these Properties, excluding Properties Under Development, measured by annualized base minimum rent and total GLA as at December 31, 2022.

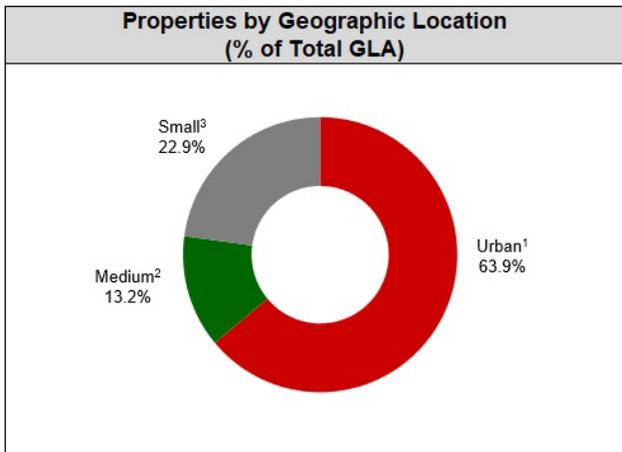
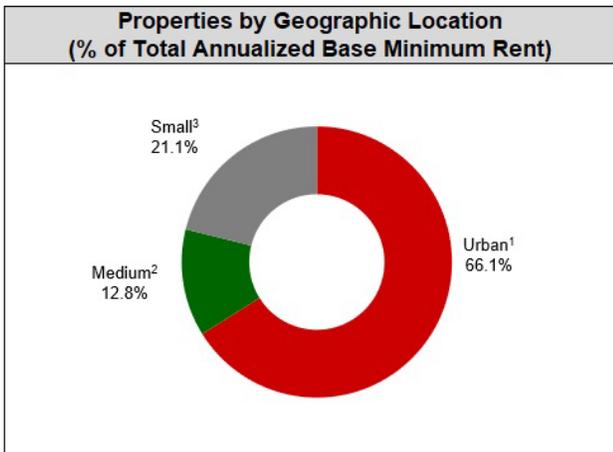


2.6 Geographic Breakdown of Portfolio

The following charts illustrate the geographic distribution of the Properties, excluding Properties Under Development, measured by annualized base minimum rent and total GLA, as at December 31, 2022.



The Properties are geographically diversified between urban, medium and small markets across Canada with 66.1% of the annualized base minimum rent being from Properties located in urban markets, often in close proximity to major retail areas and commercial arteries with high visibility. The following charts provide a breakdown of the Properties, excluding Properties Under Development, by urban, medium and small markets, measured by annualized base minimum rent and total GLA as at December 31, 2022.



¹Urban markets have a population of greater than 100,000.

²Medium markets have a population between 20,000 and 100,000.

³Small markets have a population of less than 20,000.

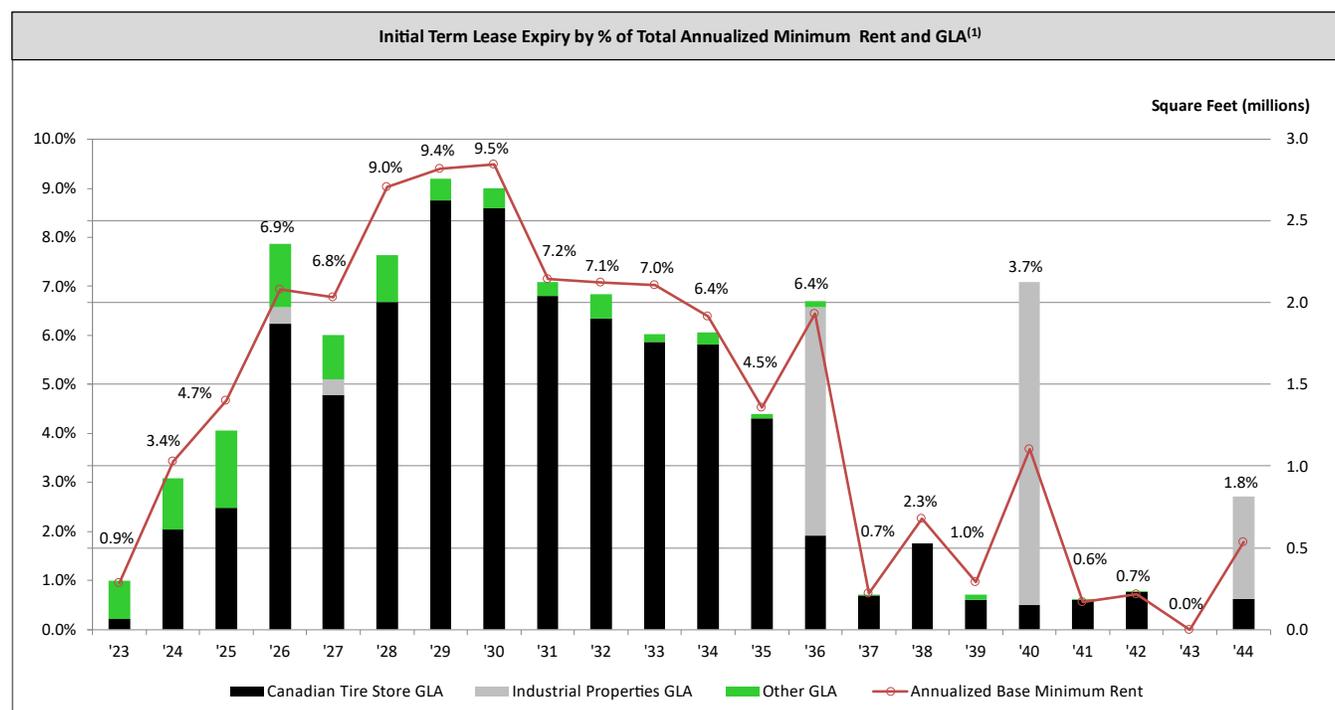
Approximately 45.3% of annualized base minimum rent is generated from Properties located in and around the following six largest urban markets: Vancouver, Edmonton, Calgary, Toronto, Ottawa and Montreal. The following chart represents these six largest urban markets as a percentage of total annualized base minimum rent as at December 31, 2022, excluding Properties Under Development.

Six Largest Urban Markets	Percentage of Total Annualized Base Minimum Rent
Vancouver	3.3 %
Edmonton	4.7 %
Calgary	2.9 %
Toronto	19.6 %
Ottawa	3.8 %
Montreal	11.0 %
Percentage of Total Annualized Base Minimum Rent	45.3 %

2.7 Occupancy and Leasing

CTC is the REIT's most significant tenant. As at December 31, 2022, CTC, together with Other CTC Banners, had leased 27.7 million square feet of GLA, with approximately 85.6% attributable to retail and office and 14.4% attributable to CTC Industrial Properties. The weighted average term of the Canadian Tire store leases was 8.4 years, excluding the exercise of any renewals, with a weighted average rental rate of \$14.23 per square foot. The weighted average term of the retail leases with CTC, including Canadian Tire stores, Gas Bars and Other CTC Banners, was 8.2 years, excluding the exercise of any renewals. The weighted average lease term for the CTC Industrial Properties was 16.4 years, excluding the exercise of any renewals. The weighted average lease term of all tenants in the REIT's portfolio, excluding Properties Under Development, was 8.6 years, excluding the exercise of any renewals.

The following graph sets out, as at December 31, 2022, the REIT's lease maturity profile from 2023 to 2044 (assuming tenants do not exercise renewal options or termination rights, if any) as a percentage of total annualized base minimum rent and GLA as of the time of the lease expiry.



¹Excludes Properties Under Development. Total base minimum rent excludes future contractual escalations. Canada Square is included at the REIT's one-half interest. Occupancy and other leasing key performance measures have been prepared on a committed basis which includes the impact of existing lease agreements contracted on or before December 31, 2022, and vacancies as at the end of the reporting period.

2.8 Top 10 Third Party Tenants

As at December 31, 2022, CT REIT's 10 largest tenants, excluding all CTC Banners, as measured by the percentage of total annualized base minimum rent, were as follows:

Rank	Tenant Name	Percentage of Total Annualized Base Minimum Rent ¹
1.	Save-On-Foods/Buy-Low Foods	0.65 %
2.	Loblaws/No Frills/Shoppers Drug Mart	0.48 %
3.	Bank of Montreal	0.48 %
4.	Canadian Imperial Bank of Commerce	0.43 %
5.	Sobeys/FreshCo/Farm Boy	0.43 %
6.	Winners/Marshalls	0.38 %
7.	Walmart	0.29 %
8.	Dollarama	0.25 %
9.	Best Buy	0.23 %
10.	Tim Hortons	0.21 %
TOTAL		3.83 %

¹Occupancy and other leasing key performance measures have been prepared on a committed basis which includes the impact of existing lease agreements contracted on or before December 31, 2022, and vacancies as at the end of the reporting period.

2.9 Economic Dependence on CTC

CTC is the REIT's most significant tenant and will be for the foreseeable future, with Canadian Tire stores, CTC Industrial Properties and the CTC Office representing, as at December 31, 2022, approximately 88.7% of the REIT's annualized base minimum rent, or approximately 91.4% of the REIT's annualized base minimum rent if Other CTC Banner stores are also included.

Pursuant to the terms of the Canadian Tire store leases acquired from CTC and entered into between CTREL, CTC and the Partnership, and in some circumstances a nominee subsidiary corporation of the REIT, the obligations of CTREL are guaranteed by CTC. CTC does not typically guarantee Canadian Tire store leases acquired from third parties and does not guarantee any Other CTC Banner store leases, which, as at December 31, 2022, accounted for approximately 2.7% of the REIT's annualized base minimum rent and 2.1% of the Properties' GLA. The CTC Industrial Properties accounted for approximately 8.7% of the REIT's annualized base minimum rent and 13.4% of the Properties' GLA. As none of these leases are material in size, the REIT is not dependent upon any one of these leases with CTC.

2.10 Intangible Properties

The REIT entered into a License Agreement with CTC for the right to use the trademarks associated with the REIT, the CANADIAN TIRE word trademark and the various CANADIAN TIRE design trademarks on a non-exclusive, royalty free basis until the License Agreement is terminated. CTC has established procedures to protect the trademarks which are material to the businesses carried on by it and the REIT, including the trademark Canadian Tire®, the design marks associated with that trademark and trademarks associated with the REIT, including Canadian Tire Real Estate Investment Trust®, CT Real Estate Investment Trust®, Canadian Tire REIT® and CT REIT®.

CTC owns a number of domain names, including ctreit.com. The domain name is used in connection with the REIT's online presence. The registrations for CTC's trademarks and domain names, including those pertaining to CT REIT, are renewable. Procedures are in place to ensure timely renewals.

2.11 Competitive Conditions

The REIT competes with other investors, managers and owners of properties for the purchase of desirable real estate properties to lease or develop, and for stable investment grade tenants. Competition for real estate assets is primarily based on financial and other resources as well as operating flexibility. To compete for tenants, real estate entities typically differentiate themselves by location, age and condition of building, operational efficiency

and the ability of the owner to provide adequate maintenance at competitive costs. While certain competitors may have greater financial and other resources and/or greater operating flexibility than CT REIT, the REIT has the advantage of having and maintaining an established relationship with its most significant anchor tenant, CTC. The REIT also relies on its sites, which are generally well-located with favourable retailing attributes, and on a strong balance sheet in order to compete in the Canadian real estate sector. See section 4.2.1 entitled “External Economic Environment Risk Factors”.

2.12 Environmental, Social and Governance

CT REIT’s strategic imperatives are rooted in being Canada’s premier net lease real estate investment trust. As a real estate investment trust with triple-net leases, including with our most significant tenant and majority Voting Unitholder, CTC, it is crucial that our position and strategy in relation to ESG topics align with that of CTC, as well as reflect those matters that are most relevant to the REIT’s other stakeholders.

As a critical pillar of the REIT’s strategy, ESG areas of focus are grounded in our commitment to: limit our environmental impact, invest in our employees, contribute to Canadian communities where our Properties are located, and conduct our business honestly and with integrity, including in dealings with investors, tenants, suppliers, community members and other stakeholders, with a view to strong and transparent governance practices.

ESG Governance

The Board of Trustees oversees the REIT’s strategies, including ESG strategy, and risk management practices. The Board has delegated oversight of environmental matters to its Investment Committee, and Board governance, human capital management and diversity, inclusion and belonging matters to its Governance Compensation and Nominating Committee. In 2020, the REIT established a Sustainability Committee, a cross-functional committee comprised of executives from CT REIT and CTC, to oversee the REIT’s sustainability strategy implementation and provide guidance on sustainability initiatives that benefit both CTC and the REIT.

The REIT’s management of its risks, including with respect to environmental, social and governance matters, is supported by its policy framework. The REIT has in place policies and operating directives to address issues of importance to its stakeholders, including with respect to environmental, enterprise risk management, ethical conduct, health and safety, privacy, cybersecurity, and other matters. Each such policy sets out accountabilities for managing compliance as well as escalation and other procedures. The REIT’s Environmental Compliance Board Policy addresses the effective and safe management of the REIT’s business activities in accordance with environmental laws to manage the environmental impact of its business activities. The Environmental Compliance Board Policy is supported by a corporate operating directive that sets out minimum operational level expectations. See section 4.2.4 entitled “Legal and Regulatory Compliance Risk Factors – Environmental Matters”. In addition to the REIT’s Environmental Compliance Board Policy, the Declaration of Trust specifically prescribes an environmental due diligence process for all acquisitions. See section 7.2 entitled "Operating Policies" for more information on this process and for more information on the REIT’s Enterprise Risk Management Framework, see section 4.1 entitled "Risk Factors - Enterprise Risk Management Framework".

ESG Reporting

In 2022, the REIT published its inaugural ESG report for 2021 (the "ESG Report") to provide stakeholders with a clearer understanding of the REIT’s ESG-related initiatives, priorities and challenges. The ESG Report also provides an overview of the REIT’s ESG framework. The report is segmented into three pillars - Environmental, Social and Governance - and addresses the following nine priority ESG topics:

CT REIT’s ESG Topics		
<i>Environmental</i>	<i>Social</i>	<i>Governance</i>
Climate Change	Community Impact	Business Ethics
Operational Efficiency	Diversity, Inclusion & Belonging	Corporate Governance & Risk Management
Sustainable Building Design	Talent & Culture	Privacy & Data Security

The ESG Report and other related information is available on the REIT's website at <https://www.ctreit.com/English/environmental-social-governance/default.aspx#>, which is not incorporated by reference herein. Information regarding the REIT's corporate governance practices is set out in the REIT's Management Information Circular dated March 12, 2022 which is available at <https://www.ctreit.com/English/investors/financial-reporting/annual-disclosures/default.aspx> and on SEDAR at www.sedar.com, and is incorporated by reference herein.

Ethical Conduct

To encourage and promote a culture of ethical business conduct, the Board has approved an Ethical Business Conduct Policy pursuant to which the REIT has established its Code of Conduct (the "Code").

The Code addresses the ethical business standards and expectations of its trustees, officers and all of the REIT's employees and independent contractors in relation to compliance with laws and commitment to integrity, honesty and respect when dealing with each other, business partners and communities. Each trustee, officer and employee of the REIT must annually acknowledge and confirm that they have read and understand the Code and are responsible for complying with the Code. Each member of the REIT's senior management team is accountable for supporting and endorsing compliance with the Code and ensuring that violations are reported in a manner consistent with the requirements of the Code.

Compliance with the Code is monitored, investigated where appropriate, and reported in accordance with internal directives. A copy of the Code may be obtained, without charge, by contacting CT Real Estate Investment Trust, 2180 Yonge Street, Toronto, Ontario M4P 2V8, Attention: Corporate Secretary. The Code is also available online on SEDAR at www.sedar.com and on the REIT's website at www.ctreit.com.

2.13 Financing of the Business

CT REIT funds its growth and development through a combination of sources, including cash from operations, secured and unsecured debt, equity issuances to the public and/or CTC, as appropriate, and proceeds from property dispositions.

3. GENERAL DEVELOPMENT OF THE BUSINESS

3.1 General

The REIT indirectly owns a portfolio of 373 Properties across Canada, including 11 ground leases. The portfolio consists of 365 retail properties, four Industrial Properties, one mixed-use commercial property and three Development Properties. The retail properties, Industrial Properties and mixed-use commercial property contain approximately 30.1 million square feet of GLA, excluding Properties Under Development.

3.2 Acquisitions, Dispositions, Intensifications and Developments

As at December 31, 2022, CT REIT had made a total investment of \$2.4 billion, in acquisitions, completed developments, redevelopments, intensifications and investment in ongoing developments, since the commencement of its operations in 2013. These investments include 133 acquisitions, 16 completed developments, seven redevelopments, 103 Intensifications and three dispositions.

The following is a summary of the investments made by the REIT in the last three years (January 1, 2020 to December 31, 2022).

2020

In Q1 2020, CT REIT completed the acquisition of a one-sixth interest in Canada Square, thereby bringing its ownership interest in the property to 50%. The REIT also completed the intensification of three existing Properties in Bradford (Ontario), North Bay (Ontario), and Kelowna (British Columbia). The total cost of the one acquisition and three Intensifications, including transaction costs, together with investments made in ongoing developments, was approximately \$39 million.

In Q2 2020, CT REIT completed the intensification of three existing Canadian Tire stores in Kincardine (Ontario), Rouyn-Noranda (Quebec), and Yarmouth (Nova Scotia), and the redevelopment of a multi-tenant property in Niagara Falls (Ontario). The REIT also disposed of excess land in Dolbeau-Mistassini (Quebec). The total cost of the three Intensifications and one redevelopment, including transaction costs, together with investments made in ongoing developments, was approximately \$28 million.

In Q3 2020, CT REIT completed the acquisition, from CTC, of a Canadian Tire store and a Canadian Tire Gas Bar, in Napanee (Ontario). The total cost of the acquisition, including transaction costs, together with investments made in ongoing developments, was approximately \$11 million.

In Q4 2020, CT REIT completed the acquisition, from a third party, of three stand-alone Canadian Tire stores located in St. Jean-sur-Richelieu (Quebec), Drayton Valley (Alberta), and Leduc (Alberta), the acquisition, from a third party, of two single tenant buildings (one being a Mark's) located in Yellowknife (Northwest Territories), the acquisition, from CTC, of a stand-alone Canadian Tire store and Canadian Tire Gas Bar in Quebec City (Vanier) (Quebec), and the development of a stand-alone Canadian Tire store and a Mark's in Fort St. John (British Columbia). The REIT also completed the intensification of one existing Property in Buckingham (Quebec) and the first phase of a redevelopment of a shopping centre in Orillia (Ontario). The total cost of the five acquisitions, one development, one Intensification and one redevelopment, together with investments made in ongoing developments, was approximately \$131 million.

2021

In Q1 2021, CT REIT completed the acquisition, from CTC, of a stand-alone Canadian Tire store in Lower Sackville (Nova Scotia). The total cost of the acquisition, including transaction costs, together with investments made in ongoing developments, was approximately \$13 million. The REIT also sold Arnprior Mall, an enclosed mall in Arnprior (Ontario), for approximately \$21 million in January 2021.

In Q2 2021, CT REIT completed the acquisition of development lands adjoining an existing Canada Tire store in Drummondville (Quebec). The total cost of the acquisition, including transaction costs, together with investments made in ongoing developments, was approximately \$9 million.

In Q3 2021, CT REIT completed the acquisition, from CTC, of a Canadian Tire store and a Canadian Tire Gas Bar in Trenton (Ontario). The REIT also completed the intensification of an existing Property in Medicine Hat (Alberta). The total cost of the acquisition and the Intensification, together with investments made in ongoing developments, was approximately \$19 million.

In Q4 2021, CT REIT completed the acquisition, from third parties, of a Walmart Supercentre anchored property in Halifax (Nova Scotia), two stand-alone Canadian Tire stores in Airdrie (Alberta), and Beauport (Quebec), and the acquisition, from CTC, of a stand-alone Canadian Tire store and Canadian Tire Gas Bar in Goderich (Ontario). The REIT also completed intensifications of the existing Canadian Tire stores in Cochrane (Ontario), Alma (Quebec), and Kenora (Ontario), and the intensification of five existing Properties with pad developments in Cambridge (Ontario), Elmira (Ontario), Espanola (Ontario), Wasaga Beach (Ontario), and Glace Bay (Nova Scotia). The total cost of the four acquisitions and eight Intensifications, together with investments made in ongoing developments, was approximately \$87 million.

During the course of 2021, the REIT continued to own a 50% co-ownership interest in Canada Square. Its co-owner, who is acting as development manager for the project ("CSQ Manager"), submitted a development application for the redevelopment of the Canada Square site in December 2020.

2022

In Q1 2022, CT REIT completed the acquisition of land subject to a ground lease from a third party together with the acquisition of a stand-alone Canadian Tire store from CTC, in Kingston (Ontario) and the acquisition of development lands adjoining an existing Canadian Tire store in Napanee (Ontario). The total cost of the two acquisitions, including transaction costs, together with investments made in ongoing developments, was approximately \$18 million.

In Q2 2022, CT REIT completed the acquisition of lands for the development of a new Canadian Tire store in Sherbrooke (Quebec), the acquisition of development lands adjoining an existing Canadian Tire store in Invermere (British Columbia), and the acquisition of land in Moose Jaw (Saskatchewan) upon which the REIT completed the development of a new Canadian Tire store. The REIT also completed intensifications of seven existing Canadian Tire stores in Midland (Ontario), Lethbridge (Alberta), Brampton (Ontario), Whitby (Ontario), Sept-Iles (Quebec), Bowmanville (Ontario) and Toronto (Ontario), the intensification of a distribution centre in Coteau-du-Lac (Quebec), and the second phase of the redevelopment of a shopping centre in Orillia (Ontario). The total cost of the three acquisitions, one development, eight Intensifications and one redevelopment, including transaction costs, together with investments made in ongoing developments, was approximately \$112 million.

In Q3 2022, CT REIT completed the acquisition of lands, from CTC, for the development of a new Canadian Tire store in Lloydminster (Alberta) and entered into a land lease with a third party for the development of a new Canadian Tire store in Toronto (Ontario). The REIT also completed the intensification of an existing property in Goderich (Ontario). The total cost of the acquisition, and Intensification, including transaction costs, together with investments made in ongoing developments, was approximately \$36 million.

In Q4 2022, CT REIT completed the intensification of four existing Canadian Tire stores in Charlottetown (Prince Edward Island), La Plaine (Quebec), Welland (Ontario), and Chicoutimi (Quebec), the development of a stand-alone Canadian Tire store in Lloydminster (Alberta), and the intensification of three existing Properties with pad developments in St. Paul (Alberta), Alliston (Ontario), and Halifax (Nova Scotia). The total cost of the one development, and seven Intensifications, including transaction costs, together with investments made in ongoing developments, was approximately \$92 million.

During the course of 2022, the REIT and its co-owner of Canada Square continued to manage the Canada Square property in contemplation of its eventual redevelopment. In December 2022, the CSQ Manager submitted an updated development application representing a revised master plan scheme for the site that incorporated feedback from an extensive stakeholder engagement process. For more information on Canada Square and its redevelopment, see section 4.6 entitled "Development Activities" in the REIT's 2022 MD&A.

The following table outlines the status of investments made by the REIT over the last three years (January 1, 2020 to December 31, 2022).

Financial Date	Properties Added	Prov.	Investment Type at Date of Transaction	CTR ⁴	Mark's	Sport Chek	CTP ²	CTR Exp. ⁴	Other	TOTAL GLA
Q1 2020	Toronto (Canada Square) ¹	ON	Acquisition						x	140,193
	Bradford	ON	Intensification		x					10,000
	North Bay	ON	Intensification						x	2,600
	Kelowna	BC	Intensification						x	2,695
Q2 2020	Niagara Falls	ON	Re-development	x					x	224,121
	Yarmouth	NS	Intensification					x		23,135
	Rouyn-Noranda	QC	Intensification					x		12,076
	Kincardine	ON	Intensification					x		28,600
	Dolbeau-Mistassini ²	QC	Disposition						x	—
Q3 2020	Napanee	ON	Acquisition	x			x			35,951

Financial Date	Properties Added	Prov.	Investment Type at Date of Transaction	CTR ⁴	Mark's	Sport Chek	CTP ²	CTR Exp. ⁴	Other	TOTAL GLA
Q4 2020	Yellowknife	NT	Acquisition		x				x	15,395
	St. Jean-sur-Richelieu	QC	Acquisition	x						103,766
	Drayton Valley	AB	Acquisition	x						54,263
	Leduc	AB	Acquisition	x						101,464
	Fort St. John	BC	Development	x	x					145,983
	Orillia	ON	Re-development	x					x	266,189
	Buckingham	QC	Intensification					x		20,005
Quebec City (Vanier)	QC	Acquisition	x			x			125,127	
Q1 2021	Arnprior Mall	ON	Disposition	x	x				x	(134,342)
	Lower Sackville	NS	Acquisition	x						52,510
Q2 2021	Drummondville	QC	Adjoining Land							—
Q3 2021	Trenton	ON	Acquisition	x			x			69,799
	Medicine Hat	AB	Intensification						x	5,000
Q4 2021	Halifax	NS	Acquisition						x	137,860
	Cochrane	ON	Intensification					x		10,806
	Kenora ³	ON	Intensification					x		—
	Alma	QC	Intensification					x		3,374
	Airdrie	AB	Acquisition	x						104,275
	Beauport	QC	Acquisition	x						89,841
	Cambridge	ON	Intensification						x	10,330
	Elmira	ON	Intensification						x	2,500
	Espanola	ON	Intensification						x	1,650
	Wasaga Beach	ON	Intensification						x	1,861
	Glace Bay	NS	Intensification						x	1,870
	Goderich	ON	Acquisition	x			x			36,771
Q1 2022	Kingston	ON	Acquisition	x						77,762
	Napanee	ON	Adjoining Land							—
	Sherbrooke East	QC	Land Acquisition							—
Q2 2022	Invermere	BC	Adjoining Land							—
	Bowmanville ³	ON	Intensification					x		—
	Midland	ON	Intensification					x		41,434
	Toronto (Leslie & Sheppard) ³	ON	Intensification					x		—
	Moose Jaw	SK	Acquisition / Development	x						95,986
	Lethbridge South	AB	Intensification					x		28,209
	Brampton (Trinity Commons)	ON	Intensification					x		15,888
	Orillia (Phase II)	ON	Re-development		x	x			x	62,405
	Whitby North	ON	Intensification					x		6,947
	Coteau-du-Lac	QC	Intensification						x	322,000
	Sept-Iles	QC	Intensification					x		17,943
Q3 2022	Lloydminster	AB	Land Acquisition							—
	Toronto (Islington/401) ¹	ON	Acquisition							—
	Goderich	ON	Intensification					x		17,990
Q4 2022	Charlottetown	PEI	Intensification					x		30,294
	La Plaine	QC	Intensification					x		26,398
	Welland	ON	Intensification					x		88,693
	Lloydminster	AB	Development	x						132,989
	Chicoutimi	QC	Intensification					x		2,260
	St. Paul	AB	Intensification						x	4,250
	Alliston	ON	Intensification						x	2,450
Halifax	NS	Intensification						x	4,000	
									TOTAL	2,683,566

¹ Ground lease.

² Land lease of a portion of owned property for a single purpose building. GLA not included in total.

³ Expansion of a CTR within existing building.

⁴ CTR means Canadian Tire store.

3.3 Development Activities

As at December 31, 2022, the REIT had the following Properties Under Development:

Property ¹	Investment Type	Committed to Lease	Not Committed to Lease	Total	Anticipated Date of Completion
Casselman, ON ²	Intensification	24,000	0	24,000	Q2 2023
Summerside, PEI ²	Intensification	28,000	0	28,000	Q2 2023
Chambly, QC ²	Intensification	18,000	0	18,000	Q2 2023
Drummondville, QC ^{2, 3}	Intensification	45,000	0	45,000	Q2 2023
Sherbrooke East, QC ⁴	Development	101,000	0	101,000	Q2 2023
Moose Jaw, SK ⁴	Development	40,000	0	40,000	Q2 2023
Calgary (Dufferin Distribution Centre), AB ⁴	Development	350,000	0	350,000	Q4 2023
Invermere, BC ^{2, 3}	Intensification	33,000	0	33,000	Q4 2023
Sydney, NS ²	Intensification	40,000	0	40,000	Q4 2023
Napanee, ON ^{2, 3}	Intensification	29,000	0	29,000	Q4 2023
Toronto (Islington/401), ON ^{4, 5}	Development	130,000	0	130,000	Q4 2023
Victoria (View Royal), BC ²	Intensification	12,000	0	12,000	Q2 2024
Granby, QC ²	Intensification	27,000	0	27,000	Q2 2024
Stettler, AB ²	Intensification	16,000	0	16,000	Q4 2024
Fort St John, BC – Phase 2 ⁴	Development	0	7,000	7,000	Q4 2024
Brampton McLaughlin, ON ²	Intensification	32,000	0	32,000	Q4 2024
Burlington North, ON ²	Intensification	29,000	0	29,000	Q4 2024
Dryden, ON ²	Intensification	43,000	0	43,000	Q4 2024
Fenelon Falls, ON ²	Intensification	26,000	0	26,000	Q4 2024
London North, ON ²	Intensification	32,000	0	32,000	Q4 2024
Milton, ON ²	Intensification	43,000	0	43,000	Q4 2024
Orleans, ON ²	Intensification	45,000	0	45,000	Q4 2024
Kirkland, QC ²	Intensification	69,000	0	69,000	Q4 2024
Valleyfield, QC ²	Intensification	35,000	0	35,000	Q4 2024
Martensville, SK ²	Intensification	26,000	0	26,000	Q4 2024
Toronto (Canada Square), ON ^{5, 6}	Redevelopment	TBD	TBD	TBD	TBD
Total		1,273,000	7,000	1,280,000	

¹ Properties Under Development under 5,000 square feet that are not anticipated to be completed within the next 12 months have not been included. The previously disclosed Mission, BC intensification has been removed as the REIT has made the decision not to proceed with this project.

² Intensification of an existing income-producing Property.

³ Acquired development land for the Intensification of an existing income-producing Property.

⁴ Development Property.

⁵ Land leases.

⁶ Redevelopment Property. Potential building area and investment costs to be determined ("TBD").

3.4 Financings

CT REIT supports its growth and development through a combination of financing sources. A brief description of the REIT's base shelf prospectus, debt offerings, redemptions of debentures, and credit facilities for the last three years (January 1, 2020 to December 31, 2022) is provided below. See section 2.13 entitled "Financing of the Business".

Base Shelf Prospectus

On May 3, 2021, CT REIT filed with the Canadian securities regulatory authorities a short-form base shelf prospectus (the "2021 Base Shelf Prospectus") under which it may sell up to \$2 billion of debt and equity securities, including the sale of CT REIT Units by CTC, for a period of 25 months from the date of the 2021 Base Shelf Prospectus.

Debenture Offerings

2020

On December 10, 2020, CT REIT announced an offering (the "2020 Offering") of \$150 million 2.371% Series G Senior Unsecured Debentures ("Series G Debentures"). On January 6, 2021, CT REIT issued the Series G Debentures, having a maturity date of January 6, 2031.

2022

On January 12, 2022, CT REIT announced an offering (the "2022 Offering") of \$250 million 3.029% Series H Senior Unsecured Debentures ("Series H Debentures"). On February 3, 2022, CT REIT issued the Series H Debentures, having a maturity date of February 5, 2029.

See section 8.3 entitled "Debentures" for further information on the Debentures.

Redemptions of Debentures

2021

On December 10, 2020, pursuant to the terms of the Trust Indenture and Third Supplemental Indenture, the REIT provided holders of its Series C Debentures with notice of its intention to redeem the entire outstanding principal amount of the Series C Debentures on January 10, 2021. The Series C Debentures were redeemed at a redemption price per \$1,000 principal amount equal to \$1,004.95 plus accrued and unpaid interest up to, but excluding, the redemption date, of \$2.37.

2022

On January 12, 2022, pursuant to the terms of the Trust Indenture and First Supplemental Indenture, the REIT provided holders of its Series A Debentures with notice of its intention to redeem the entire outstanding principal amount of the Series A Debentures on February 11, 2022. The Series A Debentures were redeemed at a redemption price per \$1,000 principal amount equal to \$1,004.96 plus accrued and unpaid interest up to, but excluding, the redemption date, of \$5.00.

See section 8.3 entitled "Debentures" for further information.

Bank Credit Facility

The REIT, through the Partnership, has a committed senior unsecured revolving credit facility provided by a syndicate of lenders in the amount of \$300 million maturing in September 2027 (the "Bank Credit Facility"). The Bank Credit Facility bears interest at a rate based on a stipulated bank prime rate or bankers' acceptance plus a margin. A stand-by fee is charged on the Bank Credit Facility. From time to time letters of credit are issued under the Bank Credit Facility for a fee.

As at December 31, 2022, the REIT had approximately \$100 million drawn under the Bank Credit Facility.

As at February 14, 2023, the REIT had no draws under the Bank Credit Facility.

CTC Credit Facility

The REIT, through the Partnership, has an uncommitted, unsecured revolving credit facility in the amount of \$300 million with CTC (the "CTC Credit Facility"). The CTC Credit Facility bears interest at a rate based on a stipulated bank's prime rate or bankers' acceptance plus a margin. On December 31, 2022, the term of the CTC Credit Facility was automatically renewed for one year.

As at December 31, 2022, the REIT had no draws under the CTC Credit Facility.

As at February 14, 2023, the REIT had \$81.1 million drawn under the CTC Credit Facility.

Canada Square Mortgage

On January 9, 2020, the REIT increased its ownership interest in Canada Square from a one-third interest to a one-half interest together with its proportionate share of the existing Canada Square mortgage.

As at December 31, 2022, the REIT's proportionate share of the Canada Square mortgage outstanding was \$55.7 million.

As at February 14, 2023, the REIT's proportionate share of the Canada Square mortgage outstanding was \$55.7 million.

3.5 Corporate Developments

Property Management and Support Services

In 2020, the REIT continued the internalization of support functions which further facilitated the REIT's continued insourcing of certain property management and support services that had historically been outsourced to service providers. The REIT also insourced the corporate and property accounting function and financial planning and analysis function from CTC who was previously supporting the REIT pursuant to the Services Agreement. These insourcing initiatives have reduced the scope of services the REIT receives from CTC under the Property Management Agreement and the Services Agreement.

In 2021, CT REIT insourced the property management functions of additional properties. There remain two properties managed by third-parties, one of which is Canada Square, which is managed by the co-owner of the property.

Chief Executive Officer Appointment

On December 9, 2021, CT REIT announced the retirement of Ken Silver as Chief Executive Officer, effective May 31, 2022. Kevin Salsberg, who was President and Chief Operating Officer of CT REIT, was appointed President and Chief Executive Officer effective June 1, 2022.

Election of New Trustees

On May 11, 2021, Gregory Craig, Executive Vice-President and Chief Financial Officer of CTC, was elected as a new Trustee of CT REIT at its annual meeting of Voting Unitholders. Greg Hicks, President and Chief Executive Officer of CTC, did not stand for re-election as a Trustee of CT REIT.

On May 10, 2022, Mr. Salsberg was elected as a new Trustee of CT REIT at its annual meeting of Voting Unitholders. Mr. Silver did not stand for re-election as a Trustee of CT REIT.

3.6 Other Recent Developments

COVID-19

The global spread of the coronavirus (COVID-19) disease (the "Pandemic") over the last three years impacted the Canadian and global economies. During this time, the REIT was committed to the health and safety of its employees and tenants, as well as its tenants' employees and customers, and introduced measures at the outset of the Pandemic to reduce the spread of the virus.

CT REIT has instituted comprehensive and evolving risk management strategies to support its business and operations in a manner that aims to address impacts on its key risks. The impact of the Pandemic on liquidity, cash flows, property operations and head office facilities has been considered while ensuring the maintenance of controls that aim to protect the integrity of the REIT's reported financial information and safeguard systems and information. These strategies have been successful to date and have allowed the REIT to maintain a financially

strong business and to continue to support employees, tenants and their employees and customers. See section 4.2 entitled “Key Risks” for a further discussion of key risks and Pandemic impacts to the REIT’s operations, its tenants and financial performance. Additional information may be found in section 12.0 entitled “Enterprise Risk Management” in the REIT’s 2022 MD&A.

4. RISK FACTORS

4.1 Enterprise Risk Management Framework

The REIT faces a variety of significant and diverse risks, many of which are inherent in the business conducted by the REIT and the tenants of its Properties. The effective governance and management of risk within the REIT is a key priority for the Board and senior management and, to this end, the REIT has adopted an Enterprise Risk Management Framework (“ERM Framework”) for purposes of identifying, assessing, monitoring, mitigating and reporting the REIT’s key risks (“Key Risks”). See section 4.2 entitled “Key Risks”.

The ERM Framework is designed to:

- safeguard the REIT’s brand and reputation;
- support the achievement of the REIT’s strategic objectives, including financial goals;
- preserve and enhance Unitholder value; and
- support business planning and operations by providing a cross-functional perspective to risk management integrated with strategic planning and reporting processes.

The foundation of the REIT’s ERM Framework is a governance approach that includes a comprehensive set of policies that, together with the REIT’s Declaration of Trust, require the identification, assessment, monitoring, mitigation and reporting of all Key Risks on a timely basis. The key elements of risk governance are the Board and Chief Executive Officer, supported by senior management and the three lines of defence operating model (which includes (i) business and support functions, (ii) oversight functions and (iii) internal audit). Clearly defined roles and responsibilities, coupled with timely monitoring and reporting, assist in supporting a strong culture of risk mitigation and the effective governance of risk.

Fundamental to risk governance at the REIT is the oversight by senior management and the Audit Committee of all Key Risks and emerging risks faced by the REIT. Members of senior management of the REIT assist the Chief Executive Officer in discharging responsibilities with respect to managing strategies in alignment with the REIT’s risk appetite, recommending various risk-related policies for the Board’s approval and evaluating the effectiveness of controls the REIT has in place to mitigate risk and support the REIT’s strategy. The REIT monitors its risk exposures to assess that its business activities are operating within approved limits or guidelines and risk appetite. Exceptions, if any, are reported to the Chief Financial Officer, the Chief Executive Officer, the Audit Committee and/or the Board, as appropriate.

4.2 Key Risks

A key element of the ERM Framework is the identification and assessment of the REIT’s Key Risks. A Key Risk is defined as one that, alone or in combination with other interrelated risks, could have a material adverse effect on the REIT’s reputation, financial position, and/or ability to achieve its strategic objectives. Management has developed mitigation plans for each of the Key Risks, which are reviewed regularly by senior management and reported to the Audit Committee and the Board. Management has completed its formal review of the REIT’s Key Risks as set out below, which have been presented to and recommended by the Audit Committee and approved by the Board.

The REIT’s Key Risks in its risk universe (grouped into the main categories of strategic, financial and operational risks) are as follows:

- External Economic Environment;
- Key Business Relationship;

- Financial;
- Legal and Regulatory Compliance; and
- Operations.

Each of the above Key Risks includes a number of risk factors that are described below. This information should be read in conjunction with the REIT's 2022 MD&A and its consolidated financial statements and related notes for the financial year ended December 31, 2022. The following discussion of Key Risks and associated risk factors is not exhaustive but is designed to highlight the Key Risks inherent in the REIT's business.

The Pandemic has had a significant impact on Canadian and global economic activity since March 2020. The long-term adverse effects of the Pandemic on CT REIT remain uncertain. The REIT has implemented a number of comprehensive operational and risk management strategies to support its business and protect the health and safety of its employees and tenants, as well as its tenants' employees and customers, in a manner that aims to, and to date has successfully been able to, mitigate the impacts of the Pandemic and related future events.

Other risks and uncertainties that the REIT does not presently consider to be material, or of which the REIT is not presently aware, may become important factors that affect the REIT's future financial condition, operations and strategic objectives.

4.2.1 External Economic Environment Risk Factors

Current and Future Economic Environment

Continued concerns and uncertainty over whether the economy will be adversely affected by inflation, deflation or stagflation, and the systemic impact of unemployment, volatile energy costs, geopolitical issues, supply chain issues, health events such as pandemics, and the availability and cost of credit may contribute to increased market volatility and weakened business and consumer confidence. Such economic uncertainties and market challenges, which may result from a continued or exacerbated general economic slowdown experienced by Canada as a whole, by the local economies where our Properties are located or where our tenants conduct business, or by the real estate industry in particular, and their effects could materially and adversely affect the REIT's ability to generate revenues, thereby reducing its operating income and earnings. A difficult operating environment could also have a material adverse effect on the ability of the REIT to maintain occupancy rates at the Properties, which could harm the REIT's financial condition. Under such economic conditions, the REIT's tenants may be unable to meet their rental payments and other obligations due to the REIT, which could have a material adverse effect on the REIT's financial position.

In respect of the REIT's real estate purchases, the REIT is also subject to the risk that if the real estate market ceases to attract the same level of capital investment in the future that it attracts at the time of its purchases, or the number of investors seeking to acquire properties decreases, the value of the REIT's investments may not appreciate or may depreciate. Accordingly, the REIT's operations and financial condition could be materially and adversely affected to the extent that an economic slowdown or downturn occurs, is prolonged or becomes more severe.

Certain significant expenditures of the REIT generally do not change in response to economic or other conditions, including but not limited to: (i) debt service; (ii) property taxes; and (iii) operating and maintenance costs. The REIT's exposure to relatively fixed expenditures, together with its variable revenue, may result, under certain market conditions, in reduced earnings and could have a material adverse effect on the REIT's financial condition.

Although inflation has not materially impacted the REIT's results of operations in the recent past, increased inflation could have a more pronounced negative impact on any variable rate debt the REIT is subject to or incurs in the future and on its results of operations. Similarly, during periods of high inflation, annual allowable rent increases as provided for in the REIT's leases may be less than the rate of inflation on a continual basis. Even though net leases reduce the REIT's exposure to rising property expenses due to inflation, substantial inflationary pressures and increased costs may have an adverse impact on the REIT's tenants if increases in their operating expenses exceed increases in revenue. This may adversely affect the tenants' ability to pay rent, which could negatively affect the REIT's financial condition.

Economic Stability of Local Markets

Some of the Properties are located in regions where the economy is dominated by a small number of industries with only a few major participants. The economic stability and development of these local markets would be negatively affected if such major industry participants failed to maintain a significant presence in such markets. An economic downturn in these markets may adversely affect revenues derived by tenants of the REIT from their businesses and their ability to pay rent to the REIT in accordance with their leases. An enduring economic decline in a local market may affect the ability of the REIT in such affected market to: (i) lease space in its Properties; (ii) renew existing leases at current rates; (iii) derive income from such Properties; and (iv) finance or re-finance such Properties, each of which could adversely impact the REIT's financial condition and results of operations and decrease the amount of cash available for distribution to Unitholders.

Geographic and Industry Concentrations

The Properties are all situated in Canada, the majority of which are located in Ontario, Quebec and Western Canada. Currently, on a committed basis, the Properties within Ontario contribute 43.5% of annualized base minimum rent (41.2% of the Properties' GLA), in Quebec contribute 20.4% of annualized base minimum rent (23.6% of the Properties' GLA), and in Western Canada contribute 28.5% of annualized base minimum rent (26.4% of the Properties' GLA). As a result, the REIT's performance, the market value of the Properties and the income generated by the REIT are particularly sensitive to changes in the economic condition and regulatory environment of Ontario, Quebec and Western Canada. Adverse changes in the economic condition or regulatory environment of Ontario, Quebec and Western Canada may have a material adverse effect on the REIT's business, cash flows, financial condition and results of operations and its ability to make distributions to Unitholders.

As a result of these concentrations, local economic and industry conditions, changes in federal, provincial or municipal governmental rules and regulations, acts of nature, health events, and other factors in Ontario, Quebec and Western Canada could result in a decrease in consumer demand for the products and services offered by the REIT's tenants operating in Ontario, Quebec and Western Canada, which would have an adverse effect on the REIT's tenants' revenues, costs and results of operations, thereby adversely affecting their ability to meet their obligations to the REIT. Because CTC represents a significant portion of the REIT's portfolio, a downturn in the retail industry may have a material adverse effect on the REIT. As the REIT continues to acquire properties, its portfolio may become more concentrated by tenant, industry or geographic area. Such decreased diversity in the REIT's portfolio could cause it to be more sensitive to the bankruptcy or insolvency of fewer tenants, to changes in consumer trends of a particular industry and to a general economic downturn in a particular geographic area.

Changes in Retail Shopping Behaviours and Habits of Consumers

Shifting consumer preferences toward e-commerce and omni-channel retail continue to change the role of physical outlets in the purchase of goods and services, including those offered by the REIT's tenants, and may result in tenants' decisions to rationalize property portfolios or shift the mix of properties within their portfolios to remain competitive. Either of the foregoing may decrease the demand for physical space or create a requirement for different physical space by retail tenants, including industrial/fulfillment options to service the e-commerce channel. The failure of the REIT to adapt to changes in the retail landscape, including finding new tenants to replace any lost income stream from existing tenants that reduce the amount of physical space they rent from the REIT, or to adapt to the shifting mix of properties within tenants' portfolios could adversely affect the REIT's financial performance.

Competitive Environment

The REIT competes with other investors, developers, managers, owners and operators of properties in seeking tenants and for the purchase and development of desirable real estate properties. Increased competition to lease properties could adversely impact the REIT's ability to find suitable tenants at attractive rental rates and may negatively impact the financial performance of the REIT. Some of the properties of the REIT's competitors may be newer or better located than the Properties. Certain of these competitors may have greater financial and other resources and greater operating flexibility than the REIT. An increase in the availability of funds for investment or an increase in interest in real estate property investments may increase the competition for real estate property

investments, thereby increasing purchase prices and reducing yield. As such, the REIT may not complete suitable property acquisitions or developments on advantageous terms, if at all, due to such competition for such properties with others engaged in real estate investment activities or a lack of properties for sale on terms deemed acceptable to the REIT. The REIT's inability to successfully acquire or develop new properties may affect its ability to achieve anticipated return on investment or realize its investment strategy, which could have an adverse effect on its results of operations and financial condition. See also section 4.2.2 entitled "Key Business Relationship Risk Factors – Competitive Tenant Restrictions Under the Lease".

Real Property Ownership and Tenant Risks

There is no assurance that the operations of the REIT will be profitable or that cash from operations will be available to make distributions to Unitholders. Real estate, like many other types of long term investments, experiences significant fluctuation in value and, as a result, specific market conditions (including increasing interest rates) may result in temporary or permanent reductions in the value of the Properties. The marketability and value of the Properties will depend on many factors, including but not limited to those set out elsewhere in this section 4.

Asset Class Diversification

The REIT's investments are not widely diversified by asset class. A substantial number of the REIT's investments are focused in retail properties, namely Canadian Tire stores, or retail related investments in CTC supply chain assets. A lack of asset class diversification increases risk because retail properties are subject to their own set of risks, such as vacancies, changes in retail trends and formats, technology and population shifts.

4.2.2 Key Business Relationship Risk Factors

Significant Ownership by CTC

As at December 31, 2022, CTC held a 68.7% effective interest in the REIT on a diluted basis through ownership of 33,989,508 Units and all of the issued and outstanding Class B LP Units, where each Class B LP Unit is economically equivalent to and exchangeable for a Unit and is attached to a Special Voting Unit of the REIT, providing the holder thereof with one vote in the REIT. CTC also holds all of the non-voting Class C LP Units which, in certain limited circumstances, entitle the holder thereof to voting rights in the REIT pursuant to Special Voting Units issuable by the REIT to holders of Class C LP Units in such circumstances. As a Voting Unitholder, CTC does not have a duty to act in the best interest of the REIT. In situations where the interest of CTC and the REIT are in conflict, CTC may utilize its ownership interest in and contractual rights with the REIT to further CTC's own interest which may not be the same as the REIT's interests in all cases.

The Partnership has issued Class C LP Units, which are designed to provide CTC with an interest in the Partnership that entitles CTC to cumulative distributions in priority to distributions to holders of the Class A LP Units, Class B LP Units and the GP Unit, subject to certain exceptions. The Class C LP Units rank pari passu with the Class D LP Units issued to the REIT. The weighted average annual distribution rate on the Class C LP Units is 4.4% with distributions made on a monthly basis.

The Declaration of Trust also provides that for so long as CTC directly or indirectly holds a majority of the Voting Units, the REIT may not undertake, without the prior written consent of CTC (in its sole and absolute discretion): (i) any material acquisition, disposition or development; (ii) subject to the CT Re-Financing Obligations, any financings (debt or equity), re-financings or similar transactions; (iii) any direct or indirect granting of security over any assets of the REIT or any related entity; or (iv) the replacement of the Chief Executive Officer of the REIT (collectively, the "CTC Consent Rights").

Pursuant to the Exchange Agreement, each Class B LP Unit is exchangeable at the option of the holder for one Unit of the REIT (subject to customary anti-dilution adjustments). If CTC exchanges some or all of its Class B LP Units for Units and subsequently sells such Units in the public market, the market price of the Units may decrease. Moreover, the perception in the public market that these sales will occur could also reduce the market price of the Class B LP Units.

There can be no assurance that the credit ratings assigned to CTC will remain in effect for any given period of time or that the ratings will not be lowered, withdrawn or revised by DBRS Morningstar, S&P or Moody's at any time. Any such lowering, withdrawal or revision of CTC's credit ratings could impact the REIT's own credit ratings. See section 4.2.3 entitled "Financial Risk Factors – The REIT's Credit Ratings".

The likelihood that CTC's creditors will receive payments owing to them will depend on CTC's financial health and creditworthiness. As discussed above, the REIT's revenues are dependent on the ability of CTC to meet its rent obligations under the Canadian Tire Leases. If CTC were to default on or cease to satisfy its payment obligations, it would have a material adverse effect on the REIT's financial condition or results of operations and its ability to make distributions to Unitholders.

Business of the REIT's Key Tenant

As CTC is the REIT's most significant tenant, the REIT's financial performance and condition are substantially dependent on CTC's financial performance, operating results and CTC's continued ability to satisfy its rent obligations and comply with its obligations pursuant to the commercial arrangements between the REIT and CTC. The future financial performance and operating results of CTC are subject to inherent risks, uncertainties, and other factors. Some of the factors, many of which are beyond CTC's control and the effects of which can be difficult to predict, include but are not limited to: (i) credit, market, currency, operational, liquidity and funding risks, including changes in economic conditions, interest rates or tax rates; (ii) the ability of CTC to attract and retain high quality executives and employees for all of its businesses, Dealers, Petroleum retailers, and Mark's and SportChek franchisees, as well as CTC's financial arrangements with such parties; (iii) the growth of certain business categories and market segments and the willingness of customers to shop at its stores or acquire CTC's owned brands or its financial products and services; (iv) CTC's margins and sales and those of its competitors; (v) the changing consumer preferences and expectations relating to e-commerce, online retailing and the introduction of new technologies; (vi) geopolitical risks (including the Russia-Ukraine conflict), and other developments including changes relating to or affecting economic or trade matters as well as the outbreak of contagions or pandemic diseases; (vii) risks and uncertainties relating to information management, technology, cyber threats, property management and development, environmental liabilities, supply chain management, product safety, competition, seasonality, weather patterns, climate change, commodity prices and business continuity; (viii) CTC's relationships with its Dealers, franchisees, suppliers, manufacturers, partners, and other third parties; (ix) changes in laws, rules, regulations and policies applicable to CTC's business; (x) the risk of damage to CTC's reputation and brand; (xi) the cost of store network expansion and retrofits; (xii) CTC's capital structure, funding strategy, cost management program and share price; (xiii) CTC's ability to obtain all necessary regulatory approvals; (xiv) CTC's ability to complete any proposed acquisition; and (xv) CTC's ability to realize the anticipated benefits or synergies from its acquisitions and investments. The foregoing list of factors and assumptions is not exhaustive and other factors could also adversely affect CTC's results which, consequently, could materially and adversely affect the financial performance of the REIT and its ability to make distributions to Unitholders.

Tenant Concentration

The Properties generate income through rent payments made by tenants, and particularly rent payments made by CTC as the REIT's most significant tenant. The REIT's cash flows and financial position could be materially and adversely affected if its tenants (and especially CTC) were unable to meet their obligations under their leases or if a significant amount of available space in the Properties was not able to be leased on economically favourable lease terms. In addition, restrictive covenants which may be registered on title, and the terms of the Canadian Tire Leases may narrow the field of potential tenants at a property and could contribute to difficulties in leasing space to new tenants. In the event of default by a tenant, the REIT may experience delays or limitations in enforcing its rights as lessor and incur substantial costs in protecting its investment. Furthermore, at any time, a tenant may seek the protection of bankruptcy, insolvency or similar laws which could result in the rejection and termination of the lease of the tenant and thereby cause a reduction in the REIT's cash flows, financial condition or results of operations and its ability to make distributions to Unitholders.

The REIT's Industrial Properties represent approximately 9.0% of annualized base minimum rent. In the event that the leases for the Industrial Properties are not renewed following the initial term, or any subsequent extension term, the size, location and nature of the Industrial Properties may limit the extent to which, or the terms upon which, the REIT is able to re-lease the Industrial Properties to another party. No assurance can be given that the

REIT will be able to quickly re-lease space vacated by a tenant at an Industrial Property on favourable terms, if at all. The REIT's inability to quickly re-lease space vacated by a tenant at an Industrial Property on similar terms, or at all, could cause a reduction in the REIT's cash flows, financial condition or results of operations and its ability to make distributions to Unitholders.

CTC has guaranteed all of its leases except Canadian Tire store leases acquired from third parties and leases with Other CTC Banner stores. The REIT's revenues are dependent on the ability of CTC to meet its rent obligations and the REIT's ability to collect rent from CTC. If CTC were to fail to renew its tenancies (including the CTC Office lease), default on or cease to satisfy its payment obligations, it would have a material adverse effect on the REIT's financial condition, results of operations and its ability to make distributions to Unitholders.

Reliance on Key Personnel

The management and governance of the REIT depends on the services of certain key personnel, including certain executive officers and the Trustees. The REIT relies on CTC to supply necessary Services to operate the REIT, including in respect of the internal audit function. See section 9.4 entitled "Commercial Agreements with CTC – Services Agreement" for a description of the Services. Failure to receive these Services, or the requirement to replace the service provider in a short period of time, could have a material adverse effect on the REIT. External pressures and/or ineffective internal human resource practices could negatively impact the REIT's ability to attract and retain adequately skilled people who have the expertise to support the achievement of the REIT's strategic objectives.

Lease Renewals and Rental Increases

Expiries of leases for the REIT's Properties including those of significant tenants will occur from time to time over the short and long-term. No assurance can be provided that the REIT will be able to renew any or all of the leases upon their expiration, or re-lease space without an interruption in the rental revenue from those Properties, at or above its current rental rates, without restrictive covenants or without having to offer substantial rent abatements, tenant improvement allowances, early termination rights or below-market renewal options. The difficulty, delay and cost of renewing or failure to renew leases, re-lease space or achieve rental rate increases may materially and adversely impact the REIT's financial condition and results of operations and decrease the amount of cash available for distribution.

Competition with CTC and Other Potential Conflicts of Interest

The Non-Competition and Non-Solicitation Agreement does not prevent CTC from owning, acquiring, constructing, developing or redeveloping its own stores and properties, provided that if more than 20% of the GLA of the property is rented to non-CTC Banner tenants, CTC must offer the REIT the opportunity to participate. Accordingly, CTC could compete with the REIT for Canadian Tire stores upon expiry of Canadian Tire store leases and for other tenants generally and for the purchase, development and operation of desirable commercial properties. The vast majority of properties acquired or developed by CTC to date contain less than 20% of the GLA leased to non-CTC Banner tenants. While CTC is required, in certain circumstances and subject to the terms and conditions of the ROFO Agreement and the Development Agreement, to provide the REIT with certain opportunities, including rights to acquire or participate in the development of properties, those circumstances are not comprehensive. In addition, there can be no assurance that the REIT will be able to access such opportunities or that CTC will exercise its consent rights over acquisitions and financings to allow the REIT to access such opportunities. As a result, CTC may compete with the REIT in seeking tenants for, and in the development and operation of, properties. See section 9.4 entitled "Commercial Agreements with CTC – Non-Competition and Non-Solicitation Agreement" for more information on the Non-Competition and Non-Solicitation Agreement.

CTC's continuing businesses may lead to other conflicts of interest between CTC and the REIT. The REIT may not be able to resolve any such conflicts and, even if it does, the resolution may be less favourable to the REIT than if it were dealing with a party that was not a holder of a significant interest in the REIT. The agreements that the REIT has entered into with CTC may be amended upon agreement between the parties, subject to applicable law and approval of the Independent Trustees. Because of CTC's significant holdings in the REIT, the REIT may not have the leverage to negotiate any required amendments to these agreements on terms as favourable to the REIT as those the REIT could secure with a party that was not a significant Voting Unitholder.

Under the Canadian Tire Leases acquired from CTC, the REIT has granted alteration and expansion rights in favour of CTC that have priority over the REIT's development rights to the extent of any conflict between such rights. As a result, the REIT may not be able to develop its properties in a way that maximizes the value or is most favourable to the REIT, which could materially and adversely affect the REIT's cash flows, operating results, financial condition and ability to make distributions to Unitholders.

Sale and Other Disposition Restrictions under the Canadian Tire Leases

Pursuant to the Canadian Tire Leases acquired from CTC, the REIT granted CTC a ROFO and a ROFR. The Lease ROFO provides that if the REIT wishes to sell, enter into a lease or otherwise dispose of a property, all or part of which is leased or was leased to CTC, then the REIT shall first provide an offer to CTC setting out the price and material terms and conditions of the proposed disposition or lease. The existence of such rights and the time period provided to CTC to exercise such rights may impair the marketability and value of the Properties owned by the REIT and its ability to attract tenants other than CTC. In addition to the Lease ROFO, the Lease ROFR provides that if the REIT has received a bona fide offer from a Competitor to purchase, lease or otherwise acquire a Property, all or part of which is leased or was leased to CTC, the REIT shall provide such offer to CTC and CTC shall have the right to match such offer.

In the event that the REIT desires to sell a property, the existence of the Lease ROFO and, in certain circumstances, the Lease ROFR as well as restrictions on use under the Canadian Tire Leases in favour of CTC could limit the number of purchasers of such property, make it more difficult to sell such property and/or decrease the potential purchase price that could be obtained for such property, which, in turn, could have a material adverse effect on the REIT.

Inhibitions of Take-Over Bids

Pursuant to the ROFO Agreement, the REIT has granted CTC a right of first refusal on a Change of Control (a "Change of Control ROFR"). The Change of Control ROFR provides that if a Competitor acquires more than 50% of the Units, on a fully-diluted basis, at a time when the Properties leased by CTC represent at least 50% of the GLA of all Properties, then CTC will have the right to acquire such Properties leased by it at fair market value (which may be less than the Properties' carrying value), which may have a material adverse effect on Unitholders, including any acquirer of the REIT. Both the Change of Control ROFR, CTC's significant effective interest in the REIT and certain restrictions set out in the Declaration of Trust may effectively preclude or substantially discourage transactions involving a Change of Control of the REIT, including transactions in which an investor, as a holder of the Units, might otherwise receive a premium for its Units over the then-current market price. See also section 9.4 entitled "Commercial Agreements with CTC – ROFO Agreement".

Competitive Tenant Restrictions Under the Lease

The REIT is subject to significant restrictions with respect to tenants in retail businesses that are competitive to those of the existing CTC business for a period ending on the later of: (i) 10 years after the term of such leases; and (ii) when CTC ceases to hold, directly or indirectly, a majority of the Voting Units. The REIT is not able to enter into leases with such prospective tenants without the consent of CTC, which may be withheld in CTC's absolute discretion. The REIT may be limited in achieving higher rents or longer-term leases with tenants other than CTC due to these restrictions. The REIT may also be limited in achieving higher rents or longer-term leases with tenants other than CTC due to the operation of the ROFO to lease in favour of CTC. As well, the Lease ROFO and Lease ROFR in favour of CTC over the sale, lease or other disposition of the REIT's Properties may impede the ability of the REIT to dispose of its Properties or affect the price that the REIT may attain thereof, particularly if CTC has not renewed or otherwise terminated the Canadian Tire Lease in respect of such Property. In any case, these restrictions may result in the inability of the REIT to access otherwise viable commercial lease opportunities and have a material adverse effect on the REIT's business, cash flows, financial condition, results of operations and ability to make distributions to Unitholders.

Indemnities

Acquisition agreements, including the Acquisition Agreement, that the REIT has entered into with CTC contain representations and warranties typical of those contained in acquisition agreements negotiated between

sophisticated purchasers and vendors acting at arm's length, certain of which are qualified as to knowledge and materiality and subject to reasonable exceptions, relating to CTC (as vendor), the Partnership, the Initial Properties and properties subsequently acquired. There can be no assurance that the REIT will be fully protected in the event of a breach of such representations and warranties or that CTC will be in a position to satisfy a successful claim by the REIT in the event any such breach occurs. In addition, there are certain indemnities with respect to environmental issues provided to the REIT by CTC pursuant to Canadian Tire Leases acquired from CTC. For more information, see section 4.2.4 entitled "Legal and Regulatory Compliance Risk Factors – Environmental Matters".

4.2.3 Financial Risk Factors

Interest Rate Risk

The REIT requires access to financial resources to implement its investment and growth strategy. When concluding financing agreements or extending such agreements, the REIT depends on its ability to agree on terms that will not impair the REIT's desired AFFO and that do not restrict its ability to make distributions to Unitholders. In addition to the Bank Credit Facility, the CTC Credit Facility, the floating rate mortgage and any floating rate term of the Class C LP Units, the REIT may enter into future financing agreements with variable interest rates. An increase in interest rates could result in an increase in the costs incurred by the REIT to service debt or make distributions on or refinance the Class C LP Units, impacting the REIT's future ability to pay distributions to Unitholders, which could materially and adversely affect the trading price of the Units. See section 5.1 entitled "Net Interest and Other Financing Charges" of the REIT's 2022 MD&A for more information on the classification of distributions on the Class C LP Units as net interest and other financing charges in the consolidated statements of income and comprehensive income.

Interest Rate Hedging Risk

The REIT may use interest rate hedges to manage interest rate risk and to provide more certainty regarding income available for distribution to Unitholders, subject to the investment guidelines in the Declaration of Trust and the REIT's financial risk management policies. Where interest rate hedges are used, there is a risk that the hedges will not adequately protect the REIT against exposure to adverse fluctuations in interest rates or will not protect the REIT to the extent predicted. In addition, if hedging is ineffective, the associated costs of entering interest rate hedges may outweigh the benefits or intended protection against fluctuating interest rates. Inadequate or inappropriate hedging may have a material adverse effect on the REIT's financial condition, results of operations and ability to make distributions to Unitholders.

In addition, to the extent that the REIT fails to adequately manage interest rate risk through hedges or other mechanisms, its financial results, and its ability to pay distributions to Unitholders and interest payments under the Credit Facilities, the Debentures and future financings may be materially and adversely affected.

Access to Capital and Liquidity

The real estate industry is highly capital intensive. The REIT requires access to capital to fund operating expenses, maintain its Properties, refinance its Indebtedness and Class C LP Units, if necessary, as well as to fund its growth strategy and certain capital expenditures from time to time. Although the REIT expects to have access to the Bank Credit Facility, which is committed to September 2027, there is no assurance that the REIT will have access to other capital on terms favourable to the REIT for future property acquisitions, refinancing its Indebtedness, financing or refinancing of properties, funding operating expenses, capital expenditures or other purposes. Further, in certain circumstances, the REIT may not be able to borrow funds due to limitations set forth in the Declaration of Trust, which in certain circumstances includes obtaining CTC's prior written consent for such borrowing. Failure by the REIT to access required capital could have a material adverse effect on the REIT's financial condition, results of operations and ability to make distributions to Unitholders.

The REIT's growth depends on external sources of capital, which are outside of its control and affect its ability to seize strategic opportunities, satisfy debt obligations and make distributions to Unitholders. The REIT relies partly on third-party sources to fund its capital needs. The REIT's access to third-party sources of capital depends, in part, on:

- general market conditions;
- the market's perception of our growth potential;
- the REIT's current debt levels;
- the REIT's current and expected future earnings;
- the REIT's current and expected cash flows and cash distributions; and
- the market price per Unit.

There is a risk that the debt capital markets may not refinance maturing fixed rate and floating rate debt on terms and conditions acceptable to the REIT or on any terms at all. There is also a risk that the equity capital markets may not be receptive to a Unit offering issue from the REIT with financial terms acceptable to the REIT.

An investment in real estate is relatively illiquid. Such illiquidity will tend to limit the REIT's ability to vary its portfolio promptly in response to changing economic or investment conditions. In adverse economic conditions, it may be difficult to dispose of certain types of real estate. The costs of holding real estate are considerable and during adverse economic conditions, the REIT may be faced with ongoing expenditures and a declining prospect of incoming revenues. In such circumstances, it may be necessary for the REIT to dispose of Properties at lower prices in order to generate sufficient cash for operations and for making distributions to Unitholders.

Liquidity risk is the risk that the REIT cannot meet a demand for cash or fund its obligations as they come due, including without limitation, general and administrative expenses, capital expenditures, as well as funding tenant incentive costs and making distributions to Unitholders. Although a portion of the cash flows generated by the Properties is devoted to servicing outstanding debt, there can be no assurance that the REIT will continue to generate sufficient cash flows from operations to meet interest payments and principal repayment obligations upon an applicable maturity date. If the REIT is unable to meet interest payments or principal repayment obligations, it could be required to renegotiate such payments, borrow on its credit facilities, issue additional equity or debt or obtain other financing. The failure of the REIT to make or renegotiate interest or principal payments, borrow on its credit facilities, issue additional equity or debt or obtain other financing could materially adversely affect the REIT's financial condition and results of operations and decrease or eliminate the amount of cash available for distribution to Unitholders.

Unit Price Risk

The REIT is exposed to Unit price risk as a result of the issuance of the Class B LP Units, which are economically equivalent to and exchangeable for Units, as well as the issuance of unit-based compensation. The Class B LP Units and unit-based compensation liabilities are recorded at their fair value based on market trading prices. The Class B LP Units and unit-based compensation negatively impact operating income when the Unit price rises and positively impact operating income when the Unit price declines.

One of the factors that may influence the market price of the Units is the annual yield on the Units. An increase in market interest rates may lead purchasers of Units to demand a higher annual yield, which accordingly could adversely affect the market price of the Units. In addition, the market price of the Units may be affected by changes in general market conditions, fluctuations in the markets for equity securities and numerous other factors beyond the control of the REIT.

The market price of the Units will generally be influenced by the Unit distribution (as a percentage of the price of our Units) relative to market interest rates. An increase in market interest rates, which are currently at low levels relative to historical rates, may lead prospective purchasers of Units to expect a higher distribution rate. However, higher market interest rates would likely increase our borrowing costs and potentially decrease funds available for distribution. Thus, higher market interest rates could cause the market price of the Units to decrease.

The trading volume and market price of the Units may fluctuate significantly and be adversely impacted in response to a number of factors, including, but not limited to:

- actual or anticipated variations in the REIT's operating results, earnings, or liquidity, or those of our competitors;
- the REIT's failure to meet, or the lowering of, its earnings estimates, or those of any securities analysts;

- increases in market interest rates, which may lead investors to demand a higher yield for the Units and would result in increased interest expense on the REIT's debt;
- changes in the REIT's distribution policy;
- publication of research reports about the REIT, its competitors, its tenants, or the real estate investment trust industry;
- changes in market valuations of similar companies;
- speculation in the press or investment community;
- adverse market reaction to the amount of maturing debt in the near or medium term and the REIT's ability to refinance such debt and the terms thereof;
- adverse market reaction to any additional Indebtedness the REIT incurs or equity or equity-related securities it issues in the future;
- changes in the REIT's credit ratings;
- actual or perceived conflicts of interest;
- changes in key management personnel;
- the financial condition, liquidity, results of operations, and prospects of the REIT's tenants;
- failure to maintain the REIT's qualification as a real estate investment trust;
- disruptive actions by activist Unitholders;
- changes to the REIT's property valuation process and related impact on the value of the REIT's Properties;
- the realization of any of the other risk factors presented in this Annual Information Form or in subsequent annual information forms that the REIT files with the securities regulators; and
- health events such as pandemics and the enactment of related restrictive measures, which may have a material adverse impact on the REIT's operations or tenants.

Degree of Leverage

The ratio of Indebtedness of the REIT plus the aggregate par value of the Class C LP Units to Gross Book Value was approximately 40.7% as at December 31, 2022. The REIT's degree of leverage could have important consequences to Unitholders, including but not limited to: (i) making the REIT more vulnerable to a downturn in business or the economy in general; (ii) a larger portion of the REIT's cash flows being dedicated to the payment of principal and interest on Indebtedness, thereby reducing the total amount of funds available for distributions to Unitholders; and (iii) the REIT's ability to obtain additional financing in the future for working capital, capital expenditures, acquisitions, development or other general trust purposes. Under the Declaration of Trust, the REIT's total Indebtedness plus the aggregate par value of the Class C LP Units shall not exceed 60% of Gross Book Value (or 65% of Gross Book Value including convertible Indebtedness). Under the Trust Indenture and Bank Credit Facility, the REIT's total Indebtedness plus the aggregate par value of the Class C LP Units shall not exceed 60% of Aggregate Adjusted Assets (or 65% of Aggregate Adjusted Assets including convertible Indebtedness). In addition, the REIT's Credit Facilities limit its ability to incur additional Indebtedness.

Redemptions of Class C LP Units

The Class C LP Units are subject to redemption rights, including those of the Unitholder. Pursuant to the Limited Partnership Agreement, the Class C LP Units may be redeemed upon payment of an amount equal to \$1,000 per Class C LP Unit, together with all accrued and unpaid distributions up to but excluding the date fixed for redemption. Alternatively, the Partnership may elect, from time to time, to settle any such redemption payment, in whole or in part, with Class B LP Units which are economically equivalent to and exchangeable for Units, and the interests of Unitholders may be diluted thereby. The number of Class B LP Units to be issued on the applicable redemption date will be determined based on the 20-day volume-weighted average price of the Units as of the end of the trading day prior to redemption. In addition, the Partnership's ability to incur debt or issue equity in order to finance the redemption of Class C LP Units for cash is subject to CTC's prior written consent (in its sole and absolute discretion). See section 6.2 entitled "Partnership Units – Class C LP Units" for more information on the Class C LP Units.

Financing Risks

As at December 31, 2022, the REIT had outstanding debt under its Credit Facilities, the Debentures and mortgages payable plus the aggregate par value of the Class C LP Units of approximately \$2.8 billion. Although a

portion of the cash flow generated by the Properties is devoted to servicing such debt and the distributions on the Class C LP Units, there can be no assurance that the REIT will continue to generate sufficient cash flow from operations to meet, as applicable, required distributions, interest payments, principal repayments and redemption amounts upon an applicable maturity date or redemption date. If the REIT is unable to meet distribution, interest, principal payments or redemption amounts, it could be required to seek renegotiation of such payments or obtain additional equity, debt or other financing. The REIT's ability to undertake a financing (equity or debt), re-financing or similar transaction or any direct or indirect granting of security over any assets of the REIT or any related entity is restricted under the Declaration of Trust and requires the prior written consent of CTC. The failure of the REIT to make or renegotiate interest, principal payments, or redemption amounts, or obtain additional equity, debt or other financing could materially adversely affect the REIT's financial condition and results of operations and decrease or eliminate the amount of cash available for distribution to Unitholders.

The REIT is subject to the risks associated with debt financing, including the risk that any outstanding Indebtedness will not be able to be refinanced or that the terms of such refinancing will not be as favourable as the terms of existing Indebtedness, which may reduce AFFO. Similarly, the REIT is subject to financing risk on the reset or redemption of Class C LP Units at the expiry of the Initial Fixed Rate Period that may be on less favourable terms than on the existing Class C LP Units. To the extent that rates rise, the REIT's operating results and financial condition could be materially and adversely affected and decrease the amount of cash available for distribution to Unitholders. No Class C LP Units with variable distribution rates currently exist.

The REIT's Debentures also contain covenants that require it to maintain certain financial ratios on a consolidated basis. If the REIT does not maintain such ratios, its ability to make distributions to Unitholders may be limited or suspended. These covenants may restrict the REIT's ability to expand or fully pursue its business strategies. The breach of any of these covenants could result in a default under the REIT's Indebtedness, which could result in the acceleration of the maturity of such Indebtedness and potentially other Indebtedness. If any of the REIT's Indebtedness is accelerated prior to maturity, it may not be able to repay such Indebtedness or refinance such Indebtedness on favorable terms, or at all.

The agreements governing some of the REIT's Indebtedness contain restrictions and covenants, including financial covenants, that limit or will limit the REIT's ability to operate its business. These restrictions may adversely affect the REIT's operating and financial flexibility and may limit the REIT's ability to respond to changes in its business or competitive environment, all of which may materially and adversely affect the REIT.

The REIT's failure to comply with certain of its debt covenants could result in defaults (including cross defaults) that accelerate the payment under such debt and limit the distributions paid to the REIT's Unitholders, which would likely have a material adverse effect on the REIT's financial condition and results of operations. In addition, these defaults could impair its access to the debt and equity markets.

Nature of Investment

The Units represent a fractional interest in the REIT and do not represent a direct investment in the REIT's assets and should not be viewed by investors as direct securities of the REIT's assets. A Unitholder of the REIT does not hold a share of a body corporate. Unitholders do not have statutory rights normally associated with ownership of shares of a corporation including, for example, the right to bring "oppression" or "derivative" actions. The rights of Unitholders are primarily derived from the Declaration of Trust. There is no statute governing the affairs of the REIT equivalent to the *Business Corporations Act* (Ontario) or the CBCA which sets out certain statutory rights and entitlements of shareholders of corporations in various circumstances. As well, the REIT may not be a recognized entity under certain existing insolvency legislation such as the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) and the *Winding Up and Restructuring Act* (Canada), and thus (i) the treatment of Unitholders upon an insolvency of the REIT would be dependent on the provisions of the Declaration of Trust as a contractual right to Unitholders and (ii) in the event of a restructuring, a holder of Debentures may be in a different position than a holder of indebtedness of a corporation.

Return on Investment and Cash Distributions are Not Guaranteed

There can be no assurance regarding the amount of income to be generated by the Properties. The ability of the REIT to make cash distributions, and the actual amount distributed, is entirely dependent on the operations and

assets of the REIT, and is subject to various factors, including financial performance, obligations under the Bank Credit Facility and other Indebtedness (including in respect of the Debentures), fluctuations in working capital, the sustainability of income derived from the tenants of the Properties and any capital expenditure requirements and approval of the Board. Cash available to the REIT to fund distributions may be limited from time to time because of such items as principal repayments, tenant allowances, leasing commissions, capital expenditures and redemptions of Class C LP Units, if any. The REIT may be required to use part of its debt capacity or to reduce distributions in order to accommodate such items. The Units are equity securities of the REIT and are not traditional fixed income securities. Unlike fixed income securities, there is no obligation of the REIT to distribute to Unitholders any fixed amount and there is no promise to return the initial purchase price of a Unit on a certain date in the future, and reductions in, or suspensions of, cash distributions may occur at any time that would reduce the yield of a Unit. The market value of the Units will deteriorate if the REIT is unable to meet its distribution and AFFO targets, and that deterioration may be significant. In addition, the composition of cash distributions for tax purposes may change over time and may affect the after-tax return for investors. Therefore, the rate of return over a defined period for a Unitholder may not be comparable to the rate of return on a fixed income security that provides a “return on capital” over the same period.

Dilution

The number of Units (including Class B LP Units, issuable by the Partnership, which are exchangeable for Units on a one-for-one basis) that the REIT is authorized to issue is unlimited. The issuance of additional Units or Class B LP Units (including pursuant to any employee incentive compensation plan, if applicable) may dilute the interests of Unitholders.

Credit Risk

The REIT is exposed to credit risk resulting from the possibility that counterparties could default on their financial obligations to the REIT. Exposure to credit risk relates to rent receivables, cash and cash equivalents, short term investments, security deposits, derivatives and notes receivable. Credit risk exposure has generally increased due to the Pandemic. Although the REIT takes reasonable efforts to mitigate these risks, if the REIT's counterparties default, it could have a material adverse effect on the REIT's financial condition, results of operations and ability to make distributions to Unitholders. Credit risk also arises from the possibility that tenants may experience financial difficulty and be unable to fulfill their lease commitments. A provision for credit losses is taken for all anticipated collection risks.

The REIT's Credit Ratings

The REIT manages its operations to maintain investment grade status with a capital structure consistent with the REIT's current credit profile, but there can be no assurance that the REIT will be able to maintain its current credit ratings. The REIT's credit ratings could change based upon, among other things, changes in CTC's credit ratings, its historical and projected business profile, financial condition, liquidity, results of operations, and prospects. These ratings are subject to ongoing evaluation by credit rating agencies and the REIT cannot provide any assurance that its ratings will not be changed or withdrawn by a credit rating agency. If any of the credit rating agencies downgrade or lower the REIT's credit rating, or if any credit rating agency indicates that it has placed the REIT's rating on “credit watch” with either positive or negative implications, or otherwise indicates that its trend or outlook for the REIT's rating is negative, it could have a material adverse effect on the REIT's net financing costs and availability of capital, which could in turn have a material adverse effect on the REIT and on its ability to satisfy debt service obligations (including those under the Credit Facilities, Debentures or other similar debt securities that the REIT issues) and to pay distributions on the Units. Furthermore, any such action could negatively impact the market price of the Debentures.

Debt Service Obligations

The REIT's Indebtedness (including any increases thereof) could have significant adverse consequences on its business and operations, including the following:

- it may increase the REIT's vulnerability to changes in economic conditions (including increases in interest rates) and limit the REIT's flexibility in planning for, or reacting to, changes in the REIT's business and/or industry;
- the REIT may be required to dedicate a substantial portion of its cash flow from operations to payments on its debt, thereby reducing funds available for operations, real estate investments and other business opportunities that may arise in the future;
- the REIT's ability to obtain any additional financing it may need in the future for working capital, debt refinancing, capital expenditures, real estate investments, development or other general corporate purposes, may be limited;
- the REIT may be at a disadvantage compared to its competitors with comparatively less Indebtedness or debt with less restrictive terms;
- the REIT may be unable to hedge its debt, or such hedges may fail or expire, leaving the REIT exposed to potentially volatile interest or currency exchange rates;
- any default on the REIT's secured Indebtedness may lead to foreclosures, creating taxable income that could hinder the REIT's ability to meet its distribution requirements imposed by tax laws;
- the REIT may be unable to satisfy its debt service requirements or refinance its Indebtedness or obtain additional financing as needed or on favorable terms; and
- the REIT's ability to pay distributions in cash on its Units may be limited.

The REIT's ability to generate sufficient cash flow determines whether the REIT will be able to (i) meet its existing or potential future debt service obligations; (ii) refinance its existing or potential future Indebtedness; and (iii) fund its operations, working capital, acquisitions, capital expenditures, pay distributions, and other important business uses. As discussed elsewhere in this AIF, the REIT's future cash flow is subject to many factors beyond its control and the REIT cannot assure that its business will generate sufficient cash flow from operations, or that future sources of cash will be available to the REIT on favorable terms, to meet all of its debt service obligations and fund its other important business uses or liquidity needs. As a result, the REIT may be forced to take other actions to meet those obligations, such as selling Properties, raising equity, or delaying capital expenditures, any of which may not be feasible or could have a material adverse effect on the REIT. In addition, despite the REIT's substantial outstanding Indebtedness (including the Class C LP Units) and the restrictions in the agreements governing its Indebtedness, the REIT may incur significantly more Indebtedness in the future, which would exacerbate the risks discussed above.

4.2.4 Legal and Regulatory Compliance Risk Factors

Tax-Related Risk Factors

Mutual Fund Trust Status – The Tax Act contains restrictions on investments and income which must be complied with by closed-end trusts. Generally, in order to qualify as a “closed-end” mutual fund trust, the REIT must restrict its activities to the making of passive investments (such as the ownership of real property that is capital property) and must satisfy all of the following conditions:

- at all times, at least 80% of the REIT's assets must consist of shares (or rights to acquire shares), cash, bonds, debentures, mortgages, notes or other similar obligations, marketable securities or Canadian real estate;
- not less than 95% of the REIT's income (computed without regard to any distributions) for each taxation year must be derived from, or from the disposition of, investments described in (i);
- not more than 10% of the REIT's assets at any time may consist of shares, bonds or securities of any one corporation or debtor;
- the REIT must not be maintained primarily for non-residents (i.e. less than 50% of its Units may be owned by non-residents); and
- all Units must be listed on a designated stock exchange in Canada and comply with minimum distribution requirements.

Management of the REIT ensures that the REIT satisfies the conditions to qualify as a closed-end mutual fund trust by complying with the restrictions in the Tax Act as they are interpreted and applied by the CRA. No assurance can be given that the REIT will be able to comply with these restrictions at all times. If the REIT were not to qualify as a mutual fund trust for purposes of the Tax Act, the consequences could be material and adverse.

There can be no assurance that the Canadian federal income tax laws respecting closed-end mutual fund trusts, or the ways in which these rules are interpreted and applied by the CRA, will not be changed in a manner which adversely affects the REIT and/or its Unitholders.

Under current tax law, a trust may lose its status under the Tax Act as a closed-end mutual fund trust if it can reasonably be considered that the trust was established or is maintained primarily for the benefit of Non-Residents, except in limited circumstances. Accordingly, the Declaration of Trust provides that Non-Residents may not be the beneficial owners of more than 49% of the Units (determined on a basic or a fully-diluted basis). The Trustees will also have various powers that can be used for the purpose of monitoring and controlling the extent of Non-Resident ownership of the Units.

The restriction on the issuance of Units by the REIT to Non-Residents may adversely affect the REIT's ability to raise financing for future acquisitions or operations. In addition, the Non-Resident ownership restriction could adversely impact the liquidity of the Units and the market price at which Units can be sold.

Real Estate Investment Trust Status – Certain conditions must be met for a real estate investment trust to retain its real estate investment trust status and to be exempt (the “REIT Exception”) from the rules applicable to specified investment flow-through (“SIFT”) trusts under Canadian tax laws (“SIFT Rules”). Unless the REIT Exception applies to the REIT, the SIFT Rules may have an adverse impact on the taxation of the REIT and on the taxation of distributions to Unitholders. Management believes that the REIT presently meets the requirements of the REIT Exception; however, there can be no assurance that the REIT will be able to qualify for the REIT Exception such that the REIT and the Unitholders will not be subject to the SIFT Rules in future years.

Should the REIT cease to qualify under the REIT Exception for a taxation year, the REIT would be subject to the SIFT Rules which could have a materially adverse impact on the level of cash distributions declared by the REIT and the taxation of such distributions to Unitholders. In particular, non-deductible distribution amounts could be taxable to the REIT (with the result that the amount of cash available for distribution by the REIT would be reduced which could negatively impact the value of a Unit and would also be included in the income of Unitholders for purposes of the Tax Act as taxable dividends). The REIT Exception is applied on a taxation year basis. Accordingly, even if the REIT does not qualify for the REIT Exception in a particular taxation year, it may be able to do so in a subsequent taxation year.

In the event that the SIFT Rules apply to the REIT, the impact to Unitholders will depend on the status of the Unitholder and, in part, on the amount of income distributed which would not be deductible by the REIT in computing its income in a particular year and what portions of the REIT's distributions constitute “non-portfolio earnings”, other income and returns of capital.

Tax Basis of the Properties – Certain Properties were and continue to be acquired by the Partnership on a tax deferred basis, such that the tax cost of these Properties was less than their fair market value. If one or more of such Properties are disposed of in the future, the gain realized by the Partnership for tax purposes will be in excess of that which it would have realized if it had acquired the Properties at a tax cost equal to their fair market values. For the purpose of claiming capital cost allowance, the undepreciated capital cost of such Properties acquired by the Partnership from CTC was equal to the amounts jointly elected by the Partnership and CTC on the tax-deferred acquisition of such Properties. The undepreciated capital cost of such Properties was less than the fair market value of such Properties. As a result, the capital cost allowance that the Partnership may claim in respect of such Properties is less than it would have been if such Properties had been acquired with a tax cost basis equal to their fair values.

Change in Law – There can be no assurance that income tax laws applicable to the REIT, including the treatment of real estate investment trusts and closed-end mutual fund trusts under the Tax Act, will not be changed in a manner which adversely affects the REIT or the Unitholders. Any such changes could have a negative effect on the value of the Units.

Regulatory Risks

The REIT is subject to laws and regulations governing the REIT's ownership and leasing of real property, securities, employment standards, environmental matters, taxes and other matters. It is possible that future

changes in applicable federal, provincial, territorial, state, municipal, local or common laws or regulations or changes in their enforcement or regulatory interpretation could result in changes in the legal requirements affecting the REIT (including with retroactive effect). Any changes in the laws to which the REIT is subject could materially adversely affect its rights and title to the Properties.

Environmental Matters

As an owner of real property in Canada, the REIT is, or may be, subject to various Canadian federal, provincial, territorial and municipal laws relating to environmental matters, including government initiatives aimed at countering climate change such as initiatives aimed at reducing greenhouse gas and carbon emissions. Such laws provide that the REIT, its officers and Trustees could be, or become, liable for environmental harm, damage or costs, including with respect to the release of hazardous, toxic or other regulated substances into the environment, and the removal or other remediation of hazardous, toxic or other regulated substances that may be present at or under its Properties. Further, liability may be incurred by the REIT with respect to the release of such substances from or to the Properties. These laws often impose liability regardless of whether the property owner knew of, or was responsible for, the presence of such substances. Additional liability may be incurred by the REIT with respect to the improper use, disposal or storage of such substances or the release of such substances from the Properties to properties owned by third parties, including properties adjacent to the Properties or with respect to the exposure of persons to such substances. The costs of investigation, removal and remediation of such substances or Properties, if any, may be substantial and could materially adversely affect the REIT's financial condition and results of operations. The presence of contamination or the failure to remediate contamination may also materially adversely affect the REIT's ability to sell such Property, realize the full value of such Property or borrow using such Property as collateral security, and could potentially result in significant claims against the REIT by public or private parties.

The Properties may contain contamination, hazardous or other regulated substances and/or other residual pollution and environmental risks. Some of the Properties have, or have had, tenants that would or currently use, hazardous, toxic or other regulated substances. In addition, automotive service centres, retail gas bars and propane tank centres are currently located, or have been located in the past, at many of the Properties. Subject to the terms of its leases, the REIT might bear the risk of cost-intensive investigation, assessment, remediation or removal of such contamination, hazardous or other regulated substances or other residual pollution. The discovery of any such contamination or residual pollution on the sites and/or in the buildings, particularly in connection with the lease or sale of properties or borrowing using the real estate as security, could trigger claims for rent reductions or termination of leases for cause, for damages and other breach of warranty claims, against the REIT.

The remediation of any contamination and the related additional measures the REIT would have to undertake could have a materially adverse effect on the REIT and could involve considerable additional costs. Moreover, the existence or even the mere suspicion of the existence of ground contamination, hazardous or other regulated substances or other residual pollution or the use of a property for an environmentally sensitive business (such as the sale of gasoline and related products) can materially adversely affect the value of a property and the REIT's ability to lease or sell such property.

Canadian Tire Leases acquired from CTC include an indemnity by CTC in favour of the REIT for any environmental issues caused by the tenant, its Dealers, sublessees, licensees, servants, agents, employees, suppliers and invitees or by any person permitted to be on the premises by the tenant or any person for whom the tenant is in law responsible and existing prior to the sale of a property by CTC to the Partnership (subject to environmental site condition reports, if any), and for any failure by CTC or any other person for whom CTC is responsible (or regarding a property under the care and control of CTC pursuant to its lease) to comply with environmental laws. The REIT may not be able to successfully enforce an indemnity contained in such Canadian Tire Leases against CTC or such indemnity may not be sufficient to fully indemnify the REIT from third-party claims or remediation costs that the REIT otherwise undertakes.

In order to mitigate exposure to environmental liability, the REIT maintains an environmental insurance policy which provides some coverage for substantially all of its Properties. However, the policy is subject to interpretation, exclusions and limitations and may not fully compensate the REIT for any environmental liability.

The REIT may not desire to renew the environmental insurance policy in place upon expiration or a replacement policy may not be available at a reasonable cost, if at all.

Financial Reporting and Other Public Company Requirements

The REIT is subject to reporting and other obligations under applicable Canadian securities laws and rules of the stock exchange on which the Units are listed, including National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings* of the Canadian Securities Administrators. These reporting and other obligations place significant demands on the REIT's management, administrative, operational and accounting resources, including those provided pursuant to the Services Agreement. The REIT is partially reliant on CTC, pursuant to the Services Agreement, for certain financial reporting and internal control functions. Effective internal controls over financial reporting, particularly those related to revenue recognition, are necessary for the REIT to produce reliable financial reports and to maintain its qualification as a real estate investment trust and are important in helping to prevent financial fraud. Any failure of the REIT, or its service provider, to maintain effective internal controls could cause the REIT to fail to meet its reporting obligations or result in material misstatements in its financial statements. If the REIT cannot provide reliable financial reports or prevent fraud, not only could its real estate investment trust qualification be jeopardized, but also its access to capital could be impaired, and it could be exposed to civil litigation or investigations by regulatory authorities. Further, the REIT's reputation, financial condition and operating results could be materially harmed which could also cause investors to lose confidence in the REIT's reported financial information, which could result in a reduction in the trading price of the Units. The REIT's internal controls over financial reporting, disclosure controls and procedures and its operating internal controls may not prevent or detect financial misstatements or loss of assets because of inherent limitations, including the possibility of human error, the circumvention or overriding of controls, or fraud. An internal control system, no matter how well-designed, implemented or audited, can provide only reasonable, not absolute, assurance with respect to financial statement and disclosure accuracy and safeguarding of assets, and that the control system's objectives will be met.

Litigation Risks

In the normal course of the REIT's operations, whether directly or indirectly, it may become involved in, named as a party to or be the subject of, various legal proceedings, including regulatory proceedings, tax proceedings and legal actions relating to personal injuries, property damage, property taxes, land rights, the environment and contract disputes. The outcome with respect to outstanding, pending or future proceedings cannot be predicted with certainty and may be determined in a manner adverse to the REIT and may result in the REIT's incurrence of significant legal fees and/or require the REIT to pay significant fines, judgments or settlements, which, to the extent uninsured or in excess of insured limits, or not subject to indemnification, could have a material adverse effect on the REIT's assets, liabilities, business, financial condition and results of operations. Even if the REIT prevails in any such legal proceeding, the proceedings could be costly which could have a material adverse effect on the REIT's cash flows, financial condition or results of operations and its ability to make distributions to Unitholders.

Unitholder Liability

The Declaration of Trust provides that no Unitholder will be subject to any liability whatsoever to any person in connection with the holding of a Unit. In addition, legislation has been enacted in the province of Ontario and certain other provinces and territories of Canada that is intended to provide Unitholders in those provinces and territories with limited liability. However, there remains a risk that a Unitholder could be held personally liable for the obligations of the REIT to the extent that claims are not satisfied out of the assets of the REIT.

4.2.5 Operations Risk Factors

Property Development, Redevelopment and Renovation Risks

To the extent that the REIT engages in development, redevelopment or major renovation activities with respect to certain Properties (including Canada Square), it is subject to certain risks, including: (i) the availability and pricing of financing on satisfactory terms or at all; (ii) the availability and timely receipt of zoning, occupancy and other government and regulatory approvals; (iii) changes in zoning and land use laws; (iv) the ability to achieve an

acceptable level of occupancy upon completion (including at the CTC Office); (v) the potential that the REIT may fail to recover expenses already incurred if it abandons redevelopment opportunities after commencing to explore them; (vi) the potential that the REIT may expend funds on and devote management time to projects which it does not complete; (vii) construction or redevelopment costs of a project, including certain financial or other obligations to CTC under the Development Agreement or the REIT's commitment to employing sustainability measures in the development and redevelopment of its Properties, may exceed original estimates and/or require increased capital expenditures as compared to the same activities performed without an environmental or sustainability mandate, possibly making such projects less profitable than originally estimated, or unprofitable; (viii) the time required to complete the construction or redevelopment of a project or to lease the completed project may be greater than originally anticipated, thereby adversely affecting the REIT's cash flow and liquidity; (ix) the cost and timely completion of construction (including risks beyond the REIT's control, such as weather, natural disasters, health events such as pandemics, labour conditions, material shortages or supply chain disruptions); (x) contractor and subcontractor disputes, strikes, labour disputes or supply disruptions; (xi) occupancy rates and rents of a completed project may not be sufficient to make the project profitable; and (xii) the availability and pricing of financing to fund the REIT's development activities on favourable terms, or at all.

As the Canadian Tire Leases cover the entirety of each Property owned by the REIT where CTC is the sole tenant of such Property and, given the long-term nature of the Canadian Tire Leases, the REIT may not be able to capitalize on redevelopment or Intensification opportunities at some of its Properties, given certain consent and priority rights of CTC. See section 9 entitled "Arrangements With CTC".

The above risks could result in substantial unanticipated delays or expenses and, under certain circumstances, could prevent the initiation of redevelopment activities or the completion of redevelopment activities once undertaken. In addition, redevelopment projects entail risks that investments may not perform in accordance with expectations and can carry an increased risk of litigation (and its attendant risks) with contractors, subcontractors, suppliers, partners and others. Any of these risks could have an adverse effect on the REIT's reputation, financial condition, results of operations, cash flow, the trading price of the Units, distributions to Unitholders and ability to satisfy the REIT's principal and interest obligations.

Climate Change

The REIT and its Properties may be exposed to risks associated with the physical effects of climate change, such as natural disasters and increasingly frequent and serious weather conditions. Such events could interrupt the REIT's and its tenants' operations and activities, damage its Properties, diminish traffic and require the REIT to incur additional expenses, including in respect of insurance, materials and energy costs. Climate change may also have indirect effects on the REIT's business by increasing the cost of (or making unavailable) property insurance on terms the REIT finds acceptable, as well as increasing the cost of renovations, energy, water and other services at its Properties. Although the REIT cannot predict with certainty the rate at which climate change is occurring and the physical effects of climate change on its Properties and operations, the REIT's financial position and results from operations could be adversely affected by the materialization of any of the risks identified herein related to climate change.

Security of Information Technology (IT) and Cyber Threats

The REIT relies on CTC's IT systems in many areas of its operations. CTC's information systems are subject to the increasing frequency and sophistication of global cyber threats, including ransomware attacks. The methods used to obtain unauthorized access, disable or degrade service or sabotage systems are constantly evolving. Should a cyber attack be successful, and a breach of sensitive information occur or its systems and services be disrupted, the REIT's financial position, brand, and/or ability to achieve its strategic objectives may be negatively affected. The REIT accesses CTC's enterprise-wide policies and programs to address capabilities, performance, security, and availability including resiliency and disaster recovery for systems, infrastructure, and data, to comply with information security standards and for the active monitoring, management, and enhancement of its ability to mitigate cyber risk.

The REIT requires segregation and protection of its information, including security over tenant lease details, employee information, financial records and operational data ("Confidential Information"). Some of this Confidential Information is held and managed by third-party service providers, including CTC. Any failure in data

security or any system vulnerability (internal or external) could result in harm to the reputation or competitive position of the REIT. To reduce the level of vulnerability, the REIT has implemented (and has worked with its service providers, including CTC, to implement) security measures, including monitoring and testing, maintenance of protective systems and contingency plans, to protect and to prevent unauthorized access of Confidential Information and to reduce the likelihood of disruptions to its IT systems. Despite these measures, all of the REIT's and its service providers' information systems, including back-up systems, are vulnerable to damage, interruption, disability or failures due to a variety of reasons, including physical theft, fire, power loss, computer and telecommunication failures or other catastrophic events, as well as from internal and external security breaches, denial of service attacks, viruses, worms and other known or unknown disruptive events. The REIT or its third-party service providers may be unable to anticipate, timely identify or appropriately respond to one or more of the rapidly evolving and increasingly sophisticated means by which computer hackers, cyber terrorists and others may attempt to breach the REIT's security measures or those of our third-party service providers' information systems. As cyber threats evolve and become more difficult to detect and successfully defend against, one or more cyber threats might defeat the REIT's security measures or those of its third-party service providers. Moreover, employee error or malfeasance, faulty password management or other irregularities may result in a breach of the REIT's or its third-party service providers' security measures, which could result in a breach of Confidential Information.

As the REIT is substantially dependent on CTC for the provision of IT services, if CTC does not allocate and effectively manage the resources necessary to build and sustain a reliable IT infrastructure or fails to timely identify or appropriately respond to cybersecurity incidents, or if its information systems are damaged, destroyed, shut down, interrupted or cease to function properly, the REIT's business could be disrupted and the REIT could, among other things, be subject to: (i) significant disruption involving the REIT's or its third-party provider's IT networks and related systems disrupting the proper functioning of such networks and systems; (ii) misstated financial reports, violations of loan covenants and/or missed reporting deadlines; (iii) the inability to properly monitor its compliance with the rules and regulations regarding its qualification as a REIT; (iv) unauthorized access to, and destruction, loss, theft, misappropriation or release of proprietary, confidential, sensitive or otherwise valuable information of the REIT or others, which others could use to compete against the REIT or for disruptive, destructive or otherwise harmful purposes and outcomes; (v) damage to the REIT's reputation among its customers and investors generally; (vi) the loss of or failure to attract new tenants; (vii) the loss of revenue; (viii) the loss or unauthorized access to Confidential Information or other assets; (ix) the loss of or damage to trade secrets; (x) damage to its reputation; (xi) litigation; (xii) regulatory enforcement actions; (xiii) violation of privacy, security or other laws and regulations; and (xiv) remediation costs.

The insurance the REIT and its service providers maintain that is intended to cover some of these risks may not be sufficient to cover the losses from any future breaches of our systems.

The costs of maintaining adequate protection against data security threats, based on considerations of their evolution, increasing sophistication, pervasiveness and frequency and/or government-mandated standards or obligations regarding protective efforts, could be material to the REIT's financial position or results of operations in a particular period or over various periods.

There can be no assurance that our or our service provider's security efforts and measures will be effective or that attempted security breaches or disruptions would not be successful or damaging.

Business Continuity and Disaster Recovery

Future natural and man-made disasters, health crises such as pandemics, development site work stoppages, prolonged IT failure, terrorist activity, power failures, or other national or international catastrophes, potential disasters, crises or business interruptions may materially adversely affect the REIT's operations and properties and, more specifically, may cause the REIT to experience reduced rental revenue (including from increased vacancy), incur clean-up costs or otherwise incur costs in connection with such events. Any of these events may have a material adverse effect on the REIT's reputation, business, cash flows, financial condition and results of operations and its ability to make distributions to Unitholders. Ineffective contingency planning, business interruptions, crises or potential disasters could adversely affect the reputation, operations and financial performance of the REIT. While the REIT has insurance, either directly or indirectly through certain of its tenants,

to cover a substantial portion of the cost of physical damage and business interruption, such insurance includes customary deductible amounts and certain exposures may not be covered by insurance.

Talent Management

Failure by the REIT to effectively attract and retain talented and experienced employees and to establish adequate succession planning, compensation structures, and retention strategies, including professional development, diversity and inclusion programs, change management, code of conduct, and performance management, could result in a lack of requisite knowledge, skill and experience. This could erode the REIT's competitive position or result in increased costs and competition for, or high turn-over of, employees. Any of the foregoing could negatively affect the REIT's ability to operate its business and execute its strategies, which in turn could adversely affect its reputation, operations or financial performance.

Third-Party Service Providers and Joint Venture Partnerships

The REIT currently relies on third-party service providers and joint venture partners to provide the REIT with various services or to complete projects. This approach involves risks not otherwise present for the REIT if such services were performed by the REIT or if investments were made directly by the REIT. These third-party risks have been further compounded by the economic uncertainty related to the Pandemic. It is possible that third-party service providers and the REIT's joint venture partners may have diverging or inconsistent economic or business interests or goals than the REIT at any time and they may take actions contrary to the REIT's requests, policies or objectives. These diverging interests could, among other things, expose the REIT to liabilities in excess of its proportionate share of those liabilities.

Other risks of joint venture investments could include impasses on decisions. As a joint venture partner, the REIT may not be in a position to exercise sole decision-making authority relating to the property, joint venture, or its investment partner. In addition, there is the potential that the REIT's investment partner may become bankrupt. The partition rights of each owner in a jointly owned property could reduce the value of each portion of the divided property.

The lack of an effective process for developing joint venture arrangements or for contract tendering, drafting, review, approval and monitoring may pose risks for the REIT. The REIT may not be able to negotiate contracts with terms, services levels and rates that are optimal for the REIT. In addition, joint venture partners may fail to fund their share of capital, may not comply with the terms of any governing agreements or may incur reputational damage which could negatively impact the REIT. Inefficient, ineffective or incomplete service-provider management/partnership strategies, policies and procedures could impact the REIT's reputation, operations and/or financial performance.

Property Management and Leasing

While existing Canadian Tire store leases are triple-net, there can be no assurances that other leases assumed or entered into will be on similar terms or that the Canadian Tire store leases, if and when renewed, will be on the same or similar terms. Certain significant expenditures, including, as applicable, property taxes (including higher property tax reassessments), ground rent, maintenance costs, capital repairs, debt service payments, insurance costs and related charges, must be made throughout the period of ownership of real property, regardless of whether the property is producing sufficient income to pay such expenses. Maintaining a rental property in accordance with market standards can entail significant costs, which the REIT may not be able to recover from its tenants. As a result, the REIT will bear the economic cost of such operating costs and/or taxes which may adversely impact the REIT's financial condition and results from operations and decrease the amount of cash available for distribution to Unitholders. In addition, the timing and amount of capital expenditures may indirectly affect the amount of cash available for distribution to Unitholders. Distributions may be reduced, or even eliminated, at times when the REIT deems it necessary to make significant capital or other expenditures.

If the actual costs of maintaining or upgrading a Property exceed the REIT's estimates, or if hidden defects are discovered during maintenance or upgrading which are not covered by insurance or contractual warranties, or if the REIT is not permitted to increase rents due to legal or other constraints, the REIT will incur additional and unexpected costs. If competing properties of a similar type are built in the area where one of the REIT's

Properties is located, or similar properties located in the vicinity of one of the REIT's properties are substantially refurbished, the net operating income derived from, and the value of, the REIT's Property could be reduced. Any failure by the REIT to undertake appropriate maintenance and refurbishment work in response to the factors described above could adversely affect the rental income that the REIT earns from such Properties. Any such event could have a material adverse effect on the REIT's cash flows, financial condition, results of operations and ability to make distributions to Unitholders.

Land Leases

As certain of the REIT's Properties are located on leased land, the REIT and its Properties may be exposed to risks associated with such land leases. The conditions of each land lease, such as its term and the payment obligations, are a key parameter that could adversely impact the REIT's business, cash flows, financial condition, operating results, and ability to make cash distributions on the Units. A typical land lease requires the REIT to pay rent for the use of the land and pay all costs and expenses associated with building improvements. The REIT may be subject to amendments to the terms and conditions of a land lease, for example, with respect to payment terms or periodic rent rate resets. Unfavourable changes to the terms of a land lease may limit the REIT's ability to dispose of the property subject to such land lease, and may decrease, or require the REIT to write down all or part of, the asset value of such property, which could have a material adverse effect on the REIT's financial condition. Certain of the land leases also include restrictive covenants preventing the taking of certain actions, such as financing or refinancing of properties subject to the land lease or restrict the use or the transferability of the interests in such properties. A termination of a land lease, including in circumstances of event of default or material breach of the terms, could result in a loss of the property subject to such land lease, together with all improvements thereon, which could have a material adverse effect on the REIT's financial condition.

General Insured and Uninsured Risks

The REIT carries, directly or indirectly, general liability, umbrella liability and/or excess liability insurance with limits which are typically obtained for similar real estate portfolios and otherwise acceptable to the Board. For property risks, the REIT carries, directly or indirectly, "All Risks" property insurance, which includes but is not limited to, fire, flood, earthquake and loss of rental income insurance (with a 12 month indemnity period). The REIT also carries, directly or indirectly, boiler and machinery insurance covering certain losses and expenses resulting from the accidental breakdown of boilers, pressure vessels, HVAC systems, mechanical and electrical equipment. There are, however, certain types of risks (generally of a catastrophic nature, such as from war, nuclear accident or pandemic) which are uninsurable under most insurance policies. Furthermore, there are other risks that the REIT has determined are not economically viable to insure against.

The REIT's leases and loan agreements typically require that its tenants maintain insurance of the types and in the amounts that are usual and customary for similar types of commercial property. Under certain circumstances, however, the REIT may permit certain tenants to self-insure certain risks. Depending on the location of the property or nature of its use, losses of a catastrophic nature, such as those caused by earthquakes or floods, may be covered by insurance policies that are held by the REIT's tenants with limitations, such as large deductibles or co-payments that a tenant may not be able to meet. In addition, factors such as inflation, changes in building codes and ordinances, environmental considerations and others may make any insurance proceeds the REIT receives insufficient to fully repair, restore or replace a property if it is damaged or destroyed. In the event the REIT experiences a substantial or comprehensive loss of any of its Properties, it may not be able to rebuild such Property to its existing specifications without significant capital expenditures, which may exceed any amounts received under insurance policies, as reconstruction or improvement of such a Property could require significant upgrades to meet zoning and building code requirements. The loss of the REIT's capital investment in, or anticipated future returns from, its Properties due to material uninsured losses could materially and adversely affect the REIT.

Certain catastrophic events can make obtaining and maintaining property insurance, including earthquake, windstorm and flood risks more difficult and expensive. The REIT currently has insurance for these risks, subject to certain policy limits and deductibles. The REIT does not have coverage for property damage, business interruption costs, and liabilities related to pandemics or infectious diseases.

The REIT bears all losses that are not adequately covered by insurance, as well as any insurance deductibles. Although the REIT believes that its insurance programs are adequate, and it expects to regularly assess the adequacy of its coverage, assurance cannot be provided that the REIT will not incur losses in excess of insurance coverage or that insurance can be obtained in the future at acceptable levels and reasonable cost.

Should an uninsured or underinsured loss occur, the REIT could lose its investment in, and anticipated profits and cash flows from, one or more of its Properties, but would continue to be obligated to repay any recourse mortgage indebtedness on such Properties which would likely adversely impact the REIT's financial condition and results of operation and decrease the amount of cash available for distribution to Unitholders.

5. DECLARATION OF TRUST AND DESCRIPTION OF THE UNITS

5.1 General

CT REIT is an unincorporated, closed-end real estate investment trust established pursuant to the Declaration of Trust under, and governed by, the laws of Ontario. Although the REIT qualifies as a “mutual fund trust” as defined in the Tax Act, the REIT is not a “mutual fund” as defined by applicable securities legislation. The following summary does not purport to be complete with respect to the attributes of the Units and certain provisions of the Declaration of Trust. The following summary is qualified by reference to the terms of the Declaration of Trust, which has been filed with the Canadian securities regulatory authorities and is available on SEDAR at www.sedar.com and on the REIT's website at www.ctreit.com.

Meetings of Voting Unitholders

The Declaration of Trust provides that meetings of Voting Unitholders will be called and held annually for the election of Trustees, the appointment of auditors for the ensuing year, the presentation of the consolidated financial statements of the REIT for the immediately preceding fiscal year, and the transaction of such other business as the Trustees may determine or as may be properly brought before the meeting.

A meeting of Voting Unitholders may be convened by the Trustees at any time and for any purpose and must be convened, except in certain circumstances, if requisitioned by the holders of not less than 5% of the Voting Units then outstanding by a written requisition.

Voting Unitholders may attend and vote at all meetings of Voting Unitholders either in person for an in-person meeting, virtually by electronic means for a virtual meeting or hybrid (virtual and in-person) meeting, or by proxy and a proxyholder need not be a Voting Unitholder. Two or more persons present in person or represented by proxy and representing in total at least 10% of the votes attached to all outstanding units will constitute a quorum for the transaction of business at all meetings.

Amendments to the Declaration of Trust and Voting on Other Extraordinary Matters

The Declaration of Trust, except where specifically provided otherwise, may be amended only with the approval of a majority of the votes cast by the Voting Unitholders at a meeting called for that purpose or the written approval of the Voting Unitholders holding a majority of the outstanding Voting Units. Notwithstanding the foregoing, certain amendments and certain extraordinary matters will require the approval of at least two-thirds of the votes cast by the Voting Unitholders at a meeting of Voting Unitholders called for that purpose or the written approval of Voting Unitholders holding more than two-thirds of the outstanding Voting Units, including:

- (i) any amendments to the amendment provisions of the Declaration of Trust;
- (ii) any increase or decrease to the maximum or minimum size of the Board;
- (iii) an exchange, reclassification or cancellation of all or part of the Units or Special Voting Units;
- (iv) the change or removal of the rights, privileges, restrictions or conditions attached to the Units or Special Voting Units, including, without limitation,

- a. the removal or change of rights to distributions;
 - b. the removal of or change to conversion privileges, redemption privileges, options, voting, transfer or pre-emptive rights; or
 - c. the reduction or removal of a distribution preference or liquidation preference;
- (v) the creation of new rights or privileges attaching to certain of the Units or Special Voting Units;
 - (vi) any change to the existing constraints on the issue, transfer or ownership of the Units or Special Voting Units, except as provided in the Declaration of Trust;
 - (vii) the sale of the REIT's property as an entirety or substantially as an entirety (other than as part of an internal reorganization approved by the Trustees);
 - (viii) the combination, amalgamation or arrangement of the REIT or any of its Subsidiaries with any other entity that is not the REIT or a Subsidiary of the REIT (other than as part of an internal reorganization as approved by the Trustees);
 - (ix) a material change to the Limited Partnership Agreement; and
 - (x) certain amendments to the investment guidelines and operating policies of the REIT.

Notwithstanding the foregoing, the Declaration of Trust provides that CTC shall hold its CTC Consent Rights for so long as it directly or indirectly holds a majority of the Voting Units.

In no event will the Trustees amend the Declaration of Trust if such amendment would amend Voting Unitholders' voting rights, cause the REIT to fail to qualify as a "mutual fund trust", "real estate investment trust" or "unit trust" under the Tax Act or cause the REIT or a Subsidiary of the REIT to be subject to tax under paragraph 122(1)(b), subsection 197(2) or Part XII.2 of the Tax Act.

Take-Over Bids

The Declaration of Trust contains provisions to the effect that if a take-over bid is made for Units and not less than 90% of the Units (including Units issuable on the exchange of any exchangeable securities, including Class B LP Units, but excluding Units held at the date of the take-over bid by or on behalf of the offeror or associates or Affiliates of the offeror or those acting jointly or in concert with them) are taken up and paid for by the offeror, the offeror will be entitled to acquire the Units held by holders who did not accept the take-over bid on the terms on which the offeror acquired Units from holders who accepted the take-over bid.

Information and Reports

Prior to each meeting of Voting Unitholders, the Trustees will make available to the Voting Unitholders (along with notice of the meeting) information similar to that required to be provided to shareholders of a corporation governed by the CBCA and as required by applicable securities laws and stock exchange requirements.

Rights of Unitholders

The Declaration of Trust establishes and governs the rights of the Unitholders and the attributes of the Units. Many of the provisions of the CBCA respecting the governance and management of a corporation are incorporated in the Declaration of Trust. However, Unitholders do not have statutory rights of shareholders of a corporation incorporated under the CBCA including, for example, the right to bring "oppression" or "derivative" actions or to exercise "dissent rights". The Declaration of Trust also includes provisions modeled after comparable provisions of the CBCA dealing with the calling and holding of meetings of Voting Unitholders and Trustees, the procedures at such meetings and the right of the Voting Unitholders to participate in the decision-making process where certain fundamental actions are proposed to be undertaken.

5.2 Authorized Capital and Outstanding Securities

CT REIT is authorized to issue an unlimited number of Units and Special Voting Units. As at December 31, 2022, the REIT had a total of 107,501,944 Units outstanding and 127,193,833 Special Voting Units outstanding.

In addition, Preferred Units may from time to time be created and issued in one or more classes (each of which may be made up of unlimited series) without requiring Voting Unitholder approval. Before the issuance of Preferred Units of a series, the Trustees must execute an amendment to the Declaration of Trust containing a description of such series, including the designations, rights, privileges, restrictions and conditions determined by the Trustees, and the class of Preferred Units of which such series is a part. As at February 14, 2023, the REIT had no Preferred Units outstanding.

Units

Each Unit is transferable and represents an equal, undivided beneficial interest in the REIT and any distributions from the REIT, whether of net income, net realized capital gains or other amounts and, in the event of the termination or winding-up of the REIT, in the net assets of the REIT remaining after satisfaction of all liabilities. All Units rank among themselves equally and ratably without discrimination, preference or priority. Each Unit entitles the holder thereof to receive notice of, to attend and to one vote at all meetings of Voting Unitholders or in respect of any written resolution of Voting Unitholders.

Unitholders are entitled to receive distributions from the REIT (whether of net income, net realized capital gains or other amounts) if, as and when declared by the Trustees. Upon the termination or winding-up of the REIT, Unitholders will participate equally with respect to the distribution of the remaining assets of the REIT after payment of all liabilities and subject to the rights of Preferred Unitholders, if any. Such distribution may be made in cash, as a distribution in kind, or both, all as the Trustees in their sole discretion may determine. Units have no associated conversion or retraction rights. No person is entitled, as a matter of right, to any pre-emptive right to subscribe for or acquire any Unit, except for CTC as set out in the Exchange Agreement, or as otherwise agreed to by the REIT pursuant to a binding written agreement.

Special Voting Units

Special Voting Units are only issued in tandem with Class B LP Units or, in limited circumstances, to holders of Class C LP Units, and are not transferable separately from the Class B LP Units or the Class C LP Units, as the case may be, to which they relate. Upon any valid transfer of Class B LP Units or Class C LP Units, as the case may be, such Special Voting Units will automatically be transferred to the transferee of the Class B LP Units or the Class C LP Units, as the case may be. As Class B LP Units are exchanged for Units or redeemed or purchased for cancellation by the Partnership, the corresponding Special Voting Units will be cancelled for no consideration.

Each Special Voting Unit entitles the holder thereof to receive notice of, to attend, and to one vote at all meetings of Voting Unitholders or in respect of any resolution in writing of Voting Unitholders. Except for the right to attend and vote at meetings of Voting Unitholders or in respect of written resolutions of Voting Unitholders, Special Voting Units do not confer upon the holders thereof any other rights. A Special Voting Unit does not entitle its holder to any economic interest in the REIT, or to any interest or share in the REIT, any of its distributions (whether of net income, net realized capital gains or other amounts) or in any of its net assets in the event of the termination or winding-up of the REIT.

Preferred Units

The Trustees may fix, from time to time and before such issue, the number of Preferred Units which is to comprise each class and series and the designation, rights, privileges, restrictions and conditions attaching to each class and series of Preferred Units including any voting rights, the rate or amount of distributions (which may be cumulative or non-cumulative and variable or fixed) or the method of calculating distributions, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion or exchange, if any, any rights on the liquidation, dissolution or winding-up of the REIT, and any sinking fund or other provisions.

The Preferred Units of each class and series will, with respect to the payment of distributions (other than distributions paid solely through the distribution of additional Units) and the distribution of assets of the REIT or return of capital in the event of liquidation, dissolution or winding-up of the REIT, whether voluntary or involuntary, or any other return of capital or distribution of assets of the REIT among the Unitholders for the purpose of winding-up its affairs, be entitled to preference over the units of the REIT ranking by their terms junior to the Preferred Units. The Preferred Units of any series may also be given other preferences over the units of the REIT ranking by their terms junior to the Preferred Units, so long as such preferences are not inconsistent with the Declaration of Trust.

Issuance of Units

Subject to the pre-emptive rights of CTC contained in the Exchange Agreement and the CTC Consent Rights under the Declaration of Trust, Units or rights to acquire Units or other securities may be created, issued and sold at such times, to such persons, for such consideration and on such terms and conditions as the Trustees determine, including pursuant to a rights plan, distribution reinvestment plan, purchase plan or any incentive option or other compensation plan. Units are issued only when fully paid in money, property or past services, and they are not subject to future calls or assessments, provided that Units may be issued and sold on an installment basis and the REIT may take security over any such Units so issued. Where the Trustees determine that the REIT does not have available cash in an amount sufficient to pay the full amount of any distribution, the payment may, at the option of the Trustees, include or consist entirely of the issuance of additional Units having a fair market value determined by the Trustees equal to the difference between the amount of the distribution and the amount of cash that has been determined by the Trustees to be available for the payment of such distribution. These additional Units will be issued pursuant to applicable exemptions under applicable securities laws, discretionary exemptions granted by applicable securities regulatory authorities or a prospectus or similar filing. The Declaration of Trust also provides that, subject to certain limitations and regulatory requirements, immediately after any pro rata distribution of additional Units to all Unitholders, the number of outstanding Units will automatically be consolidated such that each Unitholder will hold after the consolidation the same number of Units as the Unitholder held before the distribution of such additional Units. In such circumstances, each such interest in Units prior to the distribution of additional Units will be deemed to represent the same number of Units after the distribution of such additional Units and the consolidation. If tax is required to be withheld from a Unitholder's share of the distribution, the consolidation will not result in such Unitholder holding the same number of Units.

The Trustees may refuse to allow the issuance of or to register the transfer of Units where such issuance or transfer would, in their opinion, adversely affect the treatment of the REIT under applicable Canadian tax laws or their qualification to carry on any relevant business.

Repurchase of Units

The REIT may, from time to time, purchase all or a portion of the Units for cancellation at a price per Unit and on a basis determined by the Trustees in accordance with applicable securities laws and stock exchange rules. On November 25, 2022, CT REIT received approval from the TSX to purchase up to 3,300,000 Units during the 12-month period commencing November 29, 2022, and ending November 28, 2023 by way of a NCIB. Other than purchases made under block purchase exemptions, daily purchases will be limited to 33,607 Units. Purchases of Units under the NCIB will be made in open market transactions, at the prevailing market price at the time of purchase, over the facilities of the TSX, through alternative Canadian trading systems or by such other means as may be permitted under applicable securities laws and stock exchange rules. CT REIT may also purchase Units through private agreements if it receives an issuer bid exemption order permitting it to make such purchases. Any purchases of Units made by way of private agreements may be at a discount to the prevailing market price as provided in the relevant issuer bid exemption order. Decisions regarding the timing of future purchases of Units will be based on market conditions, Unit price and other factors. Any Units purchased under the NCIB will be cancelled. CT REIT has not previously conducted a NCIB and made no purchases under its NCIB in 2022.

Limitations on Non-Resident Ownership of Units

In order for the REIT to maintain its status as a "mutual fund trust" under the Tax Act, it must not be established or maintained primarily for the benefit of Non-Residents. Accordingly, at no time may Non-Residents be the beneficial owners of more than 49% of the Units on either a basic or diluted basis and the REIT has informed its

transfer agent and registrar of this restriction. The Trustees may require a registered holder of Units to provide them with a declaration as to the jurisdictions in which beneficial owners of Units registered in such holder's name are resident and as to whether such beneficial owner is Non-Resident (and, in the case of a partnership, whether the partnership is Non-Resident). If the Trustees become aware, as a result of such declarations or other investigations, that the beneficial owners of more than 49% of the Units on either a basic or diluted basis are, or may be, Non-Residents or that such a situation is imminent, the Trustees may make a public announcement thereof and will not accept a subscription for Units from, or issue or register a transfer of Units to, a person unless the person provides a declaration in form and content satisfactory to the Trustees that the person is not a Non-Resident and does not hold such Units for the benefit of Non-Residents. Notwithstanding the foregoing, if the Trustees determine that more than 49% of the Units on either a basic or diluted basis are held by Non-Residents, the Trustees may send or cause to be sent a notice to such Non-Resident Unitholders chosen in inverse order to the order of acquisition or registration or in such other manner as the Trustees may consider equitable and practicable, requiring them to sell their Units or a portion thereof within a specified period of not more than 30 days. If the Unitholders receiving such notice have not sold the specified number of Units or provided the Trustees with satisfactory evidence that they are not Non-Residents within such period, the Trustees may on behalf of such persons sell or cause to be sold such Units and, in the interim, will suspend the voting and distribution rights attached to such Units. Upon such sale, the affected holders will cease to be holders of the relevant Units and their rights will be limited to receiving the net proceeds of sale upon surrender of the certificates, if any, representing such Units. Notwithstanding the foregoing, the Trustees may determine not to take any of the actions described above if the Trustees have been advised by legal counsel that the failure to take any of such actions would not adversely impact the status of the REIT as a mutual fund trust for purposes of the Tax Act or, alternatively, may take such other action or actions as may be necessary to maintain the status of the REIT as a mutual fund trust for purposes of the Tax Act.

6. THE PARTNERSHIP AND PARTNERSHIP UNITS

6.1 General

The Partnership is a limited partnership formed under the laws of the Province of Ontario and is governed by the amended and restated limited partnership agreement dated October 23, 2013, as amended by agreement dated December 12, 2013, among CT REIT GP Corp. (the "General Partner"), CT REIT, CTREL, Canadian Tire Holdings I Limited Partnership and Canadian Tire Holdings II Limited Partnership and as further amended by agreement dated June 9, 2015, among the General Partner, CT REIT, CTREL, Canadian Tire Holdings II Limited Partnership, Canadian Tire Holdings III Limited Partnership, and Canadian Tire Holdings IV Limited Partnership and as may be further amended from time to time (the "Limited Partnership Agreement"). The Partnership beneficially owns, directly or indirectly, all of the Properties. The General Partner is the general partner of the Partnership. The General Partner is a corporation incorporated under the laws of the Province of Ontario and is wholly-owned by CT REIT. The majority of the directors of the board of the General Partner are not Trustees of the REIT. The following summary does not purport to be complete with respect to the attributes of the Limited Partnership Agreement. The following summary is qualified by reference to the terms of the Limited Partnership Agreement, which has been filed with the Canadian securities regulatory authorities and is available on SEDAR at www.sedar.com.

6.2 Partnership Units

The Partnership has outstanding Class A LP Units, all of which are held by the REIT, Class B LP Units, all of which are held by CTC, Class C LP Units, all of which are held by CTC, and Class D LP Units, all of which are held by the REIT. The General Partner has a GP Interest in the Partnership.

Class A LP Units

The Class A LP Units are designed to represent the REIT's equity interest in the Partnership. The number of Class A LP Units is intended to be equal to the number of issued and outstanding Units. Each Class A LP Unit entitles the holder thereof to one vote at all meetings of the limited partners of the Partnership.

As at December 31, 2022, 107,501,944 Class A LP Units were outstanding.

Class B LP Units

The Class B LP Units are, in all material respects, economically equivalent to the Units on a per unit basis. The Class B LP Units are exchangeable on a one-for-one basis for Units at any time at the option of their holder, unless the exchange would jeopardize the REIT's status as a "mutual fund trust" or "real estate investment trust" under the Tax Act or cause or create significant risk that the REIT would be caused to be subject to tax under paragraph 122(1)(b) of the Tax Act and subject to satisfaction of conditions set out therein.

As at December 31, 2022, 127,193,833 Class B LP Units were outstanding.

Class C LP Units

The Class C LP Units are designed to provide CTC with an interest in the Partnership as holders of the Class C LP Units are entitled, on a pari passu basis with the holders of Class D LP Units, to a cumulative, preferential monthly distribution in priority to distributions made to holders of the Class A LP Units, Class B LP Units and the GP Unit, subject to certain exceptions. The Class C LP Units have been issued in series and provide holders of Class C LP Units with a fixed, cumulative, preferential cash distribution, if, as and when declared by the board of directors of the General Partner, for the initial period which commenced on October 23, 2013 and any subsequent periods ending for each series on the date set out in the following table (the "Initial Fixed Rate Period"), payable monthly at an annual distribution rate for each series as set out in the following table:

Series of Class C LP Units	Initial Subscription Price (\$000)	Annual distribution rate during Current Fixed Rate Period	Expiry of Initial Fixed Rate Period	% of Total Class C LP Units
Series 3	\$200,000	2.37%	May 31, 2025 (2.4 years)	13.78%
Series 4	\$200,000	4.50%	May 31, 2024 (1.4 years)	13.78%
Series 5	\$200,000	4.50%	May 31, 2028 (5.4 years)	13.78%
Series 6	\$200,000	5.00%	May 31, 2031 (8.4 years)	13.78%
Series 7	\$200,000	5.00%	May 31, 2034 (11.4 years)	13.78%
Series 8	\$200,000	5.00%	May 31, 2035 (12.4 years)	13.78%
Series 9	\$200,000	5.00%	May 31, 2038 (15.4 years)	13.78%
Series 16	\$16,550	2.37%	May 31, 2025 (2.4 years)	1.14%
Series 17	\$18,500	2.37%	May 31, 2025 (2.4 years)	1.27%
Series 18	\$4,900	2.37%	May 31, 2025 (2.4 years)	0.34%
Series 19	\$11,600	2.37%	May 31, 2025 (2.4 years)	0.79%
Total / Weighted Average ¹	\$1,451,550	4.41%	7.9 years	100.00%

¹As at December 31, 2022.

Prior to the completion of the Initial Fixed Rate Period for each series, and each five-year period thereafter, holders of the applicable series of Class C LP Units may elect either a fixed rate or floating rate option for such five-year period, provided that a holder of Class C LP Units may not elect a floating rate option if such election would result in the REIT exceeding the limit on floating rate instruments set out in the Declaration of Trust.

In all cases, the Class C LP Units provide holders with cumulative, preferential cash distributions, if, as and when declared by the board of directors of the General Partner; provided that, for greater certainty, the amount of any such distribution shall be determined in accordance with the terms of each series of Class C LP Units.

On the expiry of the Initial Fixed Rate Period for each series, and every five years thereafter, upon at least 120 days' prior written notice, the Partnership may redeem or a holder may require the Partnership to redeem in whole or in part the then outstanding Class C LP Units of that series, upon payment for each Class C LP Units so redeemed of an amount equal to the par value in cash per Class C LP Unit together with all accrued and unpaid distributions thereon (whether or not declared) up to but excluding the date fixed for redemption.

The Partnership is required to make an offer to the holders of Class C LP Units to redeem for cash all of the outstanding Class C LP Units within 30 days following a Change of Control of the REIT. In such circumstances, the cash redemption price will be an amount equal to the par value of the applicable Class C LP Units. In the event that the Partnership has not paid all applicable accrued and payable distributions on a series of Class C LP Units for 24 months in the aggregate, whether or not consecutive and whether or not such distributions shall have been declared by the board of directors of the General Partner, the holders of such Class C LP Units will be issued 100 Special Voting Units for each such Class C LP Unit held. Immediately following the payment in full of all applicable accrued and payable distributions on such Class C LP Units, all of the corresponding Special Voting Units issued to such holder of Class C LP Units will be cancelled for no consideration.

So long as any of the Class C LP Units are outstanding, the Partnership will not at any time without, but may at any time with, the approval of the holders of a majority of the Class C LP Units of the Partnership: (i) pay any distribution on the Class A LP Units, the Class B LP Units or GP Units of the Partnership unless distributions payable on the Class C LP Units have been paid in full (subject to certain exceptions); (ii) offer to accept the withdrawal of the Class A LP Units or the Class B LP Units; or (iii) issue Additional LP Units ranking ahead of the Class C LP Units.

Rate Reset

The annual distribution rates for the Series 3, 16, 17, 18 and 19 Class C LP Units were reset by the Partnership for another five-year term effective June 1, 2020.

As at February 14, 2023, 1,451,550,000 Class C LP Units were outstanding.

Class D LP Units

The Class D LP Units are designed to provide the REIT with an interest in the Partnership, as holders of the Class D LP Units are entitled, on a pari passu basis with holders of the Class C LP Units, to a cumulative, preferential semi-annual distribution in priority to distributions made to holders of the Class A LP Units, Class B LP Units and the GP Unit, subject to certain exceptions. The REIT will principally rely on distributions and other payments from the Partnership on the Class D LP Units held by the REIT to provide sufficient funds to make interest and principal payments on its Debentures. The Class D LP Units are issued in series and provide holders of Class D LP Units with a fixed, cumulative, preferential cash distribution payable semi-annually, in arrears, if, as and when declared by the board of directors of the General Partner for the initial period, which for Series 1 and Series 2 commenced on June 9, 2015, for Series 4 commenced on May 31, 2016, for Series 5 commenced on June 16, 2017, for Series 6 commenced on February 7, 2018, for Series 7 commenced on January 6, 2021, and for Series 8 commenced on February 3, 2022. The following table sets forth, among other things, the Class D LP Units outstanding as at December 31, 2022, the semi-annual payment dates and the respective redemption dates for each series of Class D LP Units.

Series of Class D LP Units	Related Debt Instrument	Initial Subscription Price (\$000)	Annual Distribution Rate of the Related Debt Instrument	Semi-Annual Payment Dates	Redemption (based on maturity date of Related Debt Instrument)
Series 1 ¹	Series A Debentures	\$—	2.852%	June 9, December 9	June 9, 2022
Series 2	Series B Debentures	\$200,000	3.527%	June 9, December 9	June 9, 2025
Series 4	Series D Debentures	\$200,000	3.289%	June 1, December 1	June 1, 2026
Series 5	Series E Debentures	\$175,000	3.469%	June 16, December 16	June 16, 2027
Series 6	Series F Debentures	\$200,000	3.865%	June 7, December 7	December 7, 2027
Series 7	Series G Debentures	\$150,000	2.371%	January 6, July 6	January 6, 2031
Series 8	Series H Debentures	\$250,000	3.029%	February 5, August 5	February 5, 2029

¹ All of the outstanding Series 1 Class D LP Units were redeemed by the Partnership on February 11, 2022.

On February 3, 2022, the Partnership issued \$250,000 of Series 8 Class D LP Units in connection with the REIT's issuance of the Series H Debentures under the 2022 Offering. See section 8.3 entitled "Debentures" for further information.

In all cases, the Class D LP Units provide holders with cumulative, preferential cash distributions, if, as and when declared by the board of directors of the General Partner; provided that, for greater certainty, the amount of any such distribution shall be determined in accordance with the terms of each series of Class D LP Units.

So long as any of the Class D LP Units are outstanding, the Partnership will not at any time without, but may at any time with, the approval of the holders of a majority of the Class D LP Units: (i) pay any distribution on the Class A LP Units, the Class B LP Units or GP Units of the Partnership unless distributions payable on the Class D LP Units have been paid in full (subject to certain exceptions); (ii) offer to accept the withdrawal of the Class A LP Units or the Class B LP Units; or (iii) issue Additional LP Units ranking ahead of the Class D LP Units.

Redemptions

In connection with the redemption by the REIT of the Series A Debentures, all of the Series 1 Class D LP Units were redeemed by the Partnership on February 11, 2022 with cash.

6.3 Additional LP Units

The Partnership may fix, from time to time and before such issue, the number of Additional LP Units which are to comprise each class and series and the designation, rights, privileges, restrictions and conditions attaching to each class and series of Additional LP Units including any voting rights, the rate or amount of distributions (which may be cumulative or non-cumulative and variable or fixed) or the method of calculating distributions, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion, if any, any rights on the liquidation, dissolution or winding-up of the Partnership, and any sinking fund or other provisions.

The Additional LP Units of each class and series may, with respect to the payment of distributions and the distribution of assets of the Partnership or return of capital in the event of liquidation, dissolution or winding up of the Partnership, whether voluntary or involuntary, or any other return of capital or distribution of assets of the Partnership among its partners for the purpose of winding up its affairs, rank in priority to both the Class A LP Units and Class B LP Units equally or any other limited partnership units, but will not rank in priority to the Class C LP Units or Class D LP Units, or any other limited partnership units ranking *pari passu* with or in priority to the Class C LP Units or Class D LP Units without prior approval of the holders of a majority of the holders of such limited partnership units.

6.4 Voting

Except as required by law or the Limited Partnership Agreement, and in certain specified circumstances in which the rights of holders of Class B LP Units, Class C LP Units, or Class D LP Units are particularly affected, the holders of Class B LP Units, Class C LP Units and Class D LP Units are not entitled to vote at any meeting of the holders of units of the Partnership.

6.5 Operation

The business and affairs of the Partnership are managed and controlled by the General Partner which is bound by the investment guidelines and operating policies applicable to the REIT and set out in the Declaration of Trust. See section 7 entitled "Investment Guidelines and Operating Policies". The Limited Partners are not entitled to take part in the management or control of the business or affairs of the Partnership. Subject to certain exceptions, the Partnership reimburses the General Partner for all direct costs and expenses incurred by the General Partner in the performance of its duties as the general partner of the Partnership.

The majority of the directors of the board of the General Partner are not Trustees of the REIT.

6.6 Duties and Responsibilities of the General Partner

The General Partner manages and controls the operations and affairs of the Partnership and makes all decisions regarding the business and activities of the Partnership.

6.7 Distributions

The Partnership distributes to the General Partner and to the holders of its Class A LP Units, Class B LP Units, Class C LP Units and Class D LP Units their respective portions of distributable cash as set out below. Distributions are made forthwith after the General Partner has determined the distributable cash of the Partnership and the amount of all costs and expenses incurred by it in the performance of its duties under the Limited Partnership Agreement as general partner (the "Reimbursement Distribution Amount"), which determination shall be made no later than the 10th day of each calendar month.

Distributable cash represents, in general, all of the Partnership's cash on hand that is derived from any source (other than certain amounts received in connection with the subscription for additional interests in the Partnership or funds borrowed) and that is determined by the General Partner not to be required in connection with the business of the Partnership. The distributable cash of the Partnership is distributed in the following order and priority: (i) the Reimbursement Distribution Amount to the General Partner; (ii) an amount to the holder of Class A LP Units sufficient to allow the REIT to pay its expenses (including, without limitation, any fees or commissions payable to agents or underwriters in connection with the sale of securities by the REIT, listing fees of applicable stock exchanges and fees of the REIT's auditors) on a timely basis (the "Class A LP Preferred Distribution"); (iii) on a pari passu basis, (a) an amount to the holders of Class C LP Units, on the relevant date, sufficient to satisfy the priority cumulative distribution thereon (the "Class C LP Preferred Distribution"), and (b) an amount to the holders of Class D LP Units, on the relevant date, sufficient to satisfy the priority cumulative distribution thereon (the "Class D LP Preferred Distribution"); (iv) an amount to the General Partner equal to 0.001% of the balance of the distributable cash of the Partnership; and (v) an amount equal to the remaining balance of the distributable cash of the Partnership to the holders of Class A LP Units and Class B LP Units in accordance with their pro rata entitlements as holders of Class A LP Units and Class B LP Units. Holders of Class B LP Units will be entitled to receive distributions on each such unit equal to the amount of the distribution declared by the REIT on each Unit. See also section 10 entitled "Distributions".

6.8 Allocation of Partnership Net Income

The net income of the Partnership, determined in accordance with the provisions of the Tax Act, is allocated at the end of each fiscal year in the following manner:

- (i) first, to the holders of Class A LP Units in an amount equal to its Class A LP Preferred Distribution;
- (ii) second, on a pari passu basis, to the holders of each Series of Class C LP Units and each Series of Class D LP Units in an amount equal to its Class C LP Preferred Distribution or Class D LP Preferred Distribution applicable to such Series of Class C LP Units or Class D LP Units;
- (iii) third, to the General Partner in an amount equal to the aggregate of: (a) the Reimbursement Distribution Amount, and (b) the distributions paid on the GP Unit; and
- (iv) the balance, among the holders of Class A LP Units and Class B LP Units based on their proportionate share of distributions received or receivable for such fiscal year.

6.9 Transfer of LP Units

The transfer of Class A LP Units, Class B LP Units, Class C LP Units and Class D LP Units is subject to a number of restrictions, including: (i) the Class A LP Units, Class B LP Units, Class C LP Units and Class D LP Units may not be transferred to a transferee who is a Non-Resident; (ii) no fractional Class A LP Units, Class B LP Units, Class C LP Units or Class D LP Units will be transferable; (iii) no transfer of Class B LP Units or Class C LP Units will be accepted by the General Partner if such transfer would cause the Partnership to be liable for tax under

subsection 197(2) of the Tax Act; and (iv) no transfer of Class A LP Units, Class B LP Units, Class C LP Units or Class D LP Units will be accepted by the General Partner unless a transfer form, duly completed and signed by the registered holder of such Class A LP Units, Class B LP Units, Class C LP Units, or Class D LP Units, as applicable, has been remitted to the registrar and transfer agent of the Partnership.

In addition to the above restrictions, the Limited Partnership Agreement also provides that no holder of Class B LP Units will be permitted to transfer such Class B LP Units, other than for Units in accordance with the terms of the Exchange Agreement or the Limited Partnership Agreement, unless: (i) the transfer is to an Affiliate of the holder; (ii) such transfer would not require the transferee to make an offer to Unitholders to acquire Units on the same terms and conditions under applicable securities laws if such Class B LP Units, and all other outstanding Class B LP Units, were converted into Units at the then-current exchange ratio in effect under the Exchange Agreement immediately prior to such transfer; or (iii) the offeror acquiring such Class B LP Units makes a contemporaneous identical offer for the Units (in terms of price, timing, proportion of securities sought to be acquired and conditions) and acquires such Class B LP Units along with a proportionate number of Units actually tendered to such identical offer. Certain rights affecting CTC, as the initial holder of the Class B LP Units, are specific to CTC and are not transferable to a transferee of the Class B LP Units, other than an Affiliate of CTC.

In addition to the above restrictions, the Limited Partnership Agreement also provides that no holder of Class C LP Units or Class D LP Units is permitted to transfer such Class C LP Units or Class D LP Units without the consent of the board of directors of the General Partner, unless such transfer is to an Affiliate of the holder.

6.10 Amendments to the Limited Partnership Agreement

The Limited Partnership Agreement may be amended with the prior consent of the holders of at least two-thirds of the Class A LP Units voted on the amendment at a duly constituted meeting of holders of Class A LP Units or by a written resolution of partners holding at least two-thirds of the Class A LP Units entitled to vote at a duly constituted meeting of holders of Class A LP Units, except for certain amendments which require unanimous approval of holders of limited partnership units, including: (i) changing the liability of any limited partner; (ii) changing the right of a limited partner to vote at any meeting of holders of Class A LP Units; and (iii) changing the Partnership from a limited partnership to a general partnership. The General Partner may also make certain limited amendments to the Limited Partnership Agreement without the approval or consent of the Limited Partners provided that: (i) the amendment does not adversely affect the rights and obligations of the General Partner, as a general partner; and (ii) the amendment does not adversely affect the rights and obligations of any other holders of limited partnership units or any class of limited partner differently than any other class of limited partner.

The Declaration of Trust also provides that the REIT will not agree to or approve any material amendment to the Limited Partnership Agreement without the approval of at least two-thirds of the votes cast at a meeting of the Voting Unitholders of the REIT called for such purpose (or by written resolution in lieu thereof); provided that, for greater certainty, the creation and issuance of one or more new classes and/or series of Additional LP Units shall not constitute a material amendment to the Limited Partnership Agreement.

7. INVESTMENT GUIDELINES AND OPERATING POLICIES

7.1 Investment Guidelines

The Declaration of Trust provides certain restrictions on investments that may be made by the REIT. The assets of the REIT may be invested, directly or indirectly, only in accordance with the following restrictions:

- (i) the REIT will focus its activities primarily on the acquisition, holding, developing, maintaining, improving, leasing, managing or otherwise dealing with income producing real property exclusively in Canada and the United States which is primarily commercial or retail in nature and assets ancillary thereto necessary for the operation of such real estate and such other activities as are consistent with the other investment guidelines of the REIT;

- (ii) notwithstanding anything else contained in the Declaration of Trust, the REIT shall not make or hold any investment, take any action or omit to take any action or permit a Subsidiary to make or hold any investment or take any action or omit to take any action that would result in:
 - (a) the REIT not qualifying as a “mutual fund trust” or a “unit trust” both within the meaning of the Tax Act;
 - (b) Units not qualifying as qualified investments for Registered Plans;
 - (c) the REIT not qualifying as a “real estate investment trust” within the meaning of the Tax Act if, as a consequence of the REIT not so qualifying, the REIT or any of its Subsidiaries would be liable to pay a tax imposed under either paragraph 122(1)(b) or subsection 197(2) of the Tax Act; or
 - (d) the REIT being liable to pay a tax under Part XII.2 of the Tax Act;
- (iii) the REIT may, directly or indirectly, make such investments, do all such things and carry out all such activities as are necessary or desirable in connection with the conduct of its activities provided they are not otherwise specifically prohibited by the Declaration of Trust;
- (iv) unless otherwise specifically prohibited by the Declaration of Trust, the REIT may invest in freehold, leasehold, or other interests in property (real, personal, moveable or immovable);
- (v) the REIT will not invest in any interest in a single real property if, after giving effect to the proposed investment, the cost to the REIT of such investment (net of the amount of debt incurred or assumed in connection with such investment) will exceed 20% of Gross Book Value at the time the investment is made;
- (vi) the REIT may make its investments and conduct its activities, directly or indirectly, through an investment in one or more persons on such terms as the Trustees may from time to time determine, including by way of joint ventures, partnerships (general or limited) and limited liability companies;
- (vii) except for temporary investments held in cash, deposits with a Canadian chartered bank or trust company registered under the laws of a province or territory of Canada, deposits with a savings institution, trust company, credit union or similar financial institution that is organized or chartered under the laws of a state or of the United States, short-term government debt securities or money market instruments maturing prior to one year from the date of issue and except as permitted pursuant to these investment guidelines and operating policies of the REIT, the REIT may not hold securities of a person other than to the extent such securities would constitute an investment in real property (as determined by the Trustees) and provided further that, notwithstanding anything contained in the Declaration of Trust to the contrary, but in all events subject to paragraph (ii) above, the REIT may hold securities of a person: (a) acquired in connection with the carrying on, directly or indirectly, of the REIT’s activities or the holding of its assets; or (b) which focuses its activities primarily on the activities described in paragraph (i) above, provided in the case of any proposed investment or acquisition which would result in the beneficial ownership of more than 20% of the outstanding securities of an issuer (the “Acquired Issuer”), the investment is made for the purpose of subsequently effecting the merger or combination of the business and assets of the REIT and the Acquired Issuer or for otherwise ensuring that the REIT will control the business and operations of the Acquired Issuer;
- (viii) the REIT will not invest in rights to or interests in mineral or other natural resources, including oil or gas, except as incidental to an investment in real property;
- (ix) the REIT will not invest in operating businesses unless such investment is incidental to a transaction (a) where revenue will be derived, directly or indirectly, principally from real property, or (b) which principally involves the ownership, maintenance, improvement, leasing or management, directly or indirectly, of real property (in each case as determined by the Trustees);
- (x) the REIT may invest in a joint venture arrangement only if:

- (a) the arrangement is one pursuant to which the REIT holds an interest in real property jointly or in common with others (“joint venturers”) either directly or through the ownership of securities of a corporation or other entity (a “joint venture entity”) as co-owners and not as partners;
- (b) the REIT’s interest in the joint venture arrangement is not subject to any restriction on transfer other than a ROFO or ROFR, if any, in favour of the joint venturers;
- (c) the REIT has a ROFO or ROFR to buy the interests of the other joint venturers; and
- (d) the joint venture arrangement provides an appropriate buy-sell mechanism to enable a joint venturer to purchase the other joint venturers’ interests or to sell its interest;

provided that, notwithstanding the foregoing, the REIT may from time to time enter into any joint venture arrangement which does not comply with any of subparagraphs (b) through (d) above if the Trustees determine that the investment is desirable for the REIT and is otherwise in compliance with the investment restrictions and the operating policies established in accordance with the Declaration of Trust and in effect at such time;

- (xi) the REIT shall not acquire interests in general partnerships or limited partnerships provided that the REIT may invest in a general partnership or limited partnership if:
 - (a) the general partnership or limited partnership is formed and operated solely for the purpose of acquiring, owning, maintaining, improving, developing, leasing or managing a particular real property or real properties or an interest therein;
 - (b) the REIT’s interest in the limited partnership is not subject to any restriction on transfer other than a ROFO or ROFR, if any, in favour of any other partner or any affiliate thereof;
 - (c) the REIT has a ROFO or ROFR to buy the interests of the other partners; and
 - (d) the REIT has received a legal opinion to the effect that the investment: (A) would not disqualify the REIT as a “mutual fund trust” within the meaning of the Tax Act, and (B) would not result in the REIT losing any status under the Tax Act that is otherwise beneficial to the REIT and its Unitholders;

provided that, notwithstanding the foregoing, the REIT may from time to time enter into any limited partnership arrangement which does not comply with either of subparagraphs (b) or (d) above if the Trustees determine that the investment is desirable for the REIT and otherwise complies with the investment restrictions and operating policies established in accordance with the Declaration of Trust and in effect at such time;

- (xii) subject to subclause (vi) of the REIT’s operating policies described below, the REIT will not invest in raw land for development, except: (a) for existing properties with additional development or properties adjacent to existing properties of the REIT for the purpose of the renovation or expansion of existing properties, or (b) the development of new properties which will be capital property of the REIT, provided that the aggregate value of the investments of the REIT in raw land, excluding raw land under development, after giving effect to the proposed investment, will not exceed 10% of the Gross Book Value;
- (xiii) the REIT may invest in mortgages and mortgage bonds (including participating or convertible mortgages) and similar instruments where:
 - (a) the real property which is security therefor is income producing real property which otherwise meets the other investment guidelines of the REIT; and
 - (b) the aggregate book value of the investments of the REIT in mortgages, after giving effect to the proposed investment, will not exceed 15% of the Gross Book Value; and

- (xiv) the REIT may invest an amount (which, in the case of an amount invested to acquire real property, is the purchase price less the amount of any debt incurred or assumed in connection with such investment) up to 15% of Gross Book Value of the REIT in investments which do not comply with one or more of paragraphs (i) and (vii).

7.2 Operating Policies

The Declaration of Trust provides that the operations and affairs of the REIT will be conducted in accordance with the following policies:

- (i) the REIT shall not purchase, sell, market or trade in currency or interest rate futures contracts otherwise than for hedging purposes where, for this purpose, the term “hedging” has the meaning given by National Instrument 81-102 – *Mutual Funds* adopted by the Canadian Securities Administrators, as replaced or amended from time to time and, in all events, subject to paragraph (ii) of the investment guidelines described above;
- (ii) (a) any written instrument creating an obligation which is or includes the granting by the REIT of a mortgage, and (b) to the extent the Trustees determine to be practicable and consistent with their fiduciary duties to act in the best interest of the Unitholders, any written instrument which is, in the judgment of the Trustees, a material obligation, shall contain a provision, or be subject to an acknowledgement to the effect, that the obligation being created is not personally binding upon, and that resort must not be had to, nor will recourse or satisfaction be sought from, by lawsuit or otherwise the private property of any of the Trustees, Unitholders, annuitants or beneficiaries under a plan of which a Unitholder acts as a trustee or carrier, or officers, employees or agents of the REIT, but that only property of the REIT or a specific portion thereof is bound; the REIT, however, is not required, but must use all reasonable efforts, to comply with this requirement in respect of obligations assumed by the REIT upon the acquisition of real property;
- (iii) the REIT shall not incur or assume any Indebtedness if, after giving effect to the incurring or assumption of the Indebtedness, the total Indebtedness of the REIT plus the aggregate par value of the Class C LP Units would be more than 60% of Gross Book Value (or 65% of Gross Book Value including convertible Indebtedness);
- (iv) at no time shall the REIT incur Indebtedness plus the aggregate par value of the Class C LP Units aggregating more than 20% of Gross Book Value (excluding debt with an original maturity of one year or more falling due in the next 12 months or variable rate debt for which the REIT has entered into interest rate swap agreements to fix the interest rate for a one year period or more) at floating interest or distribution rates; and at no time shall the REIT have Indebtedness more than 20% of Gross Book Value (excluding debt with an original maturity of one year or more falling due in the next 12 months) having maturities of less than one year;
- (v) the REIT may engage in construction or development of real property that is capital property to the REIT to maintain its real properties in good repair or to improve the income-producing potential of properties in which the REIT has an interest;
- (vi) the REIT may not engage in construction or development of new properties unless such new properties will be capital properties of the REIT on completion and the aggregate value of the investments of the REIT in such properties under development (which shall be inclusive of any investments in raw land as provided under sub clause (l) of the REIT’s investment guidelines), after giving effect to the proposed investment in the construction or development, shall not exceed 15% of Gross Book Value;
- (vii) title to each real property shall be held by and registered in the name of the REIT, the Trustees or a person wholly-owned, directly or indirectly, by the REIT or jointly-owned, directly or indirectly, by the REIT, with joint venturers or by any other persons in such manner as the Trustees consider appropriate, taking into account advice of legal counsel; provided that, where land tenure will not provide fee simple title, the REIT, the Trustees or a corporation or other entity wholly-owned, directly or indirectly, by the REIT or jointly owned, directly or indirectly, by the REIT or such person as the Trustees consider appropriate shall hold a ground lease as appropriate under the land tenure system in the relevant jurisdiction;
- (viii) the REIT shall not directly or indirectly guarantee any Indebtedness or liabilities of any person unless such guarantee: (a) is given in connection with or incidental to an investment that is otherwise permitted by the REIT’s investment guidelines, (b) has been approved by the Trustees; and (c) (A) would not disqualify the

REIT as a “mutual fund trust” within the meaning of the Tax Act, and (B) would not result in the REIT losing any other status under the Tax Act that is otherwise beneficial to the REIT and its Unitholders;

- (ix) the REIT shall directly or indirectly obtain and maintain at all times property insurance coverage in respect of potential liabilities of the REIT and the accidental loss of value of the assets of the REIT from risks, in amounts, with such insurers, and on such terms as the Trustees consider appropriate, taking into account all relevant factors, including the practice of owners of comparable properties;
- (x) the REIT shall have obtained an appraisal of each real property that it intends to acquire and an engineering survey with respect to the physical condition thereof, in each case, by an independent and experienced consultant, unless the requirement for such an appraisal or engineering survey is waived by the Independent Trustees; and
- (xi) the REIT shall, in each case by an independent and experienced environmental consultant, either:
 - (a) obtain a Phase I environmental site assessment, or (b) be entitled to rely on a Phase I environmental site assessment dated no earlier than 24 months prior to receipt by the REIT, of each real property to be acquired by it and, if the Phase I environmental site assessment report recommends that a further environmental investigation be conducted, the REIT shall either: (A) have conducted such further environmental investigation or (B) have a second independent and experienced environmental consultant, who did not participate in the preparation of the Phase I environmental site assessment further evaluate such real property to be acquired using the following specific risk criteria to evaluate any identified significant risk using the following criteria: (w) foreseeable likelihood of material adverse effects due to off-site migration of contaminants; (x) foreseeable likelihood of material adverse effects due to on-site human exposure to contaminants; (y) foreseeable likelihood of regulatory intervention; and (z) material detrimental impact on ability to sell, lease or finance the property to assess the potential implications to the REIT of the Phase I environmental site assessment findings; and, if such second consultant recommends that further environmental investigations be conducted, have conducted such further environmental investigations.

Notwithstanding the foregoing, the Declaration of Trust provides that CTC shall hold its CTC Consent Rights for so long as it directly or indirectly holds a majority of the Voting Units.

As at December 31, 2022, the REIT was in compliance with its Investment Guidelines and Operating Policies.

8. INDEBTEDNESS AND CLASS C LP UNITS

8.1 Capital Structure Strategy

The Declaration of Trust provides that the REIT will not incur or assume any Indebtedness if, after giving effect to the incurring or assumption of the Indebtedness, the total Indebtedness of the REIT plus the aggregate par value of the Class C LP Units would be more than 60% of Gross Book Value (or 65% of Gross Book Value including convertible Indebtedness). The Trust Indenture provides that the REIT will not incur or assume any Indebtedness if, after giving effect to the incurrence or assumption of the Indebtedness, the total Indebtedness of the REIT plus the aggregate par value of the Class C LP Units would be more than 60% of Aggregate Adjusted Assets (or 65% of Aggregate Adjusted Assets including convertible Indebtedness). As at December 31, 2022, the REIT's Indebtedness plus the aggregate par value of the Class C LP Units to Gross Book Value ratio was 40.7% and the REIT's Indebtedness plus the aggregate par value of the Class C LP Units to Aggregate Adjusted Assets ratio was 42.2%. The weighted average distribution rate on the Class C LP Units during the Initial Fixed Rate Period is expected to be approximately 4.4% per annum.

As at February 14, 2023, the REIT's Indebtedness plus the aggregate par value of the Class C LP Units to Gross Book Value ratio is 40.5% and the REIT's Indebtedness plus the aggregate par value of the Class C LP Units to Aggregate Adjusted Assets ratio is 41.9%.

8.2 Bank Credit Facility

The REIT, through the Partnership, has a committed senior unsecured revolving credit facility for general business purposes, including property acquisitions, development, capital expenditures and the refinancing of other Indebtedness of the Partnership and its Subsidiaries for an amount of up to \$300 million, which expires in September 2027. The REIT can access this credit on same-day notice. The Bank Credit Facility bears interest at a rate based on a stipulated bank's prime rate or banker's acceptance plus a margin. A stand-by fee is charged on the Bank Credit Facility. From time to time letters of credit are issued under the Bank Credit Facility for a fee.

As at December 31, 2022, the REIT had approximately \$100 million drawn under the Bank Credit Facility.

As at February 14, 2023, the REIT had no draws under the Bank Credit Facility.

8.3 Debentures

The following summaries do not purport to be complete with respect to the attributes of the Debentures and are qualified by reference to the terms of the Trust Indenture and Supplemental Indentures, which have been filed with Canadian securities regulatory authorities and are available on SEDAR at www.sedar.com.

General

The Debentures are direct senior unsecured obligations of the Trust and rank equally and rateably with one another and with all other Debt Securities and unsubordinated and unsecured Indebtedness of the Trust, subject to certain exceptions and except to the extent prescribed by law. The aggregate principal amount of each series that may be issued under an applicable supplemental indenture to the Trust Indenture is unlimited. Each series was issued in \$1,000 denominations for a purchase price of \$1,000 for each \$1,000 principal amount of the respective debentures. The rating for the Debentures was confirmed at "BBB" by S&P on April 5, 2022 and at "BBB" by DBRS Morningstar on May 19, 2022. See section 11 entitled "Credit Ratings".

The following table sets out the Debentures outstanding as at December 31, 2022, their date of issuance, issue price, principal amount, interest rate, interest payment dates, first interest payment date, redemption date and maturity date.

Series	Issue Date	Principal Amount (per \$1,000)	Interest Rate	Interest Payment Dates	First Payment of Interest Due	Redemption Date	Debt Instrument Maturity
Series A Debentures ¹	June 9, 2015	\$0	2.852%	June 9, December 9	December 9, 2015	May 9, 2022	June 9, 2022
Series B Debentures	June 9, 2015	\$200,000,000	3.527%	June 9, December 9	December 9, 2015	March 9, 2025	June 9, 2025
Series D Debentures	May 31, 2016	\$200,000,000	3.289%	June 1, December 1	December 1, 2016	March 1, 2026	June 1, 2026
Series E Debentures	June 16, 2017	\$175,000,000	3.469%	June 16, December 16	December 16, 2017	March 16, 2027	June 16, 2027
Series F Debentures	February 7, 2018	\$200,000,000	3.865%	June 7, December 7	June 7, 2018	September 7, 2027	December 7, 2027
Series G Debentures	January 6, 2021	\$150,000,000	2.371%	January 6, July 6	July 6, 2021	October 6, 2030	January 6, 2031
Series H Debentures	February 3, 2022	\$250,000,000	3.029%	February 5, August 5	August 5, 2022	December 5, 2028	February 5, 2029

¹ All of the Series A Debentures were redeemed on February 11, 2022.

On February 3, 2022, the REIT issued \$250 million 3.029% Series H Debentures in connection with the 2022 Offering. The Series H Debentures have a redemption date of December 5, 2028 and a maturity date of February 5, 2029. Interest payments are payable on February 5 and August 5 of each year the Series H Debentures are outstanding.

Redemption

The REIT may, at its option, redeem any series of the Debentures at any time prior to the redemption date noted in the table above, in whole or in part, on payment of a redemption price equal to the greater of: (i) the applicable Canada Yield Price (as defined in the applicable supplemental indenture); and (ii) par, together in each case with accrued and unpaid interest to the date fixed for redemption (less any taxes required by law to be deducted or withheld). The REIT may, at its option, redeem any series of the Debentures at any time on or before the redemption date noted in the table above, at a redemption price equal to 100% of the principal amount thereof together with accrued and unpaid interest.

The REIT exercised its option to redeem all of the Series A Debentures on February 11, 2022 (the “Redemption Date”) prior to the June 9, 2022 maturity date at a price of \$1,004.96 per \$1,000 of principal amount of Debentures plus \$5.00 per \$1,000 of principal amount (less any taxes required by law to be deducted or withheld) for accrued and unpaid interest up to, but excluding the Redemption Date.

Rank

The Debentures are direct senior unsecured obligations of the Trust and rank equally and rateably with one another and with all other unsecured and unsubordinated obligations of the Trust, except to the extent prescribed by law.

Covenants

Each of the Supplemental Indentures contains covenants substantially similar to the following:

- Debt Service Coverage Ratio – The REIT will maintain at all times a ratio of Consolidated EBITDA to Debt Service of not less than 1.50 to 1.00.
- Restrictions on Additional Indebtedness – The REIT will not incur, or permit any Subsidiary to incur, any Indebtedness, other than Permitted Indebtedness, unless certain ratios are met.
- Maintenance of Unencumbered Aggregate Adjusted Assets – The REIT will maintain at all times a ratio of Unencumbered Aggregate Adjusted Assets (excluding construction assets and other non-income producing assets) to Consolidated Unsecured Indebtedness (excluding Subordinated Indebtedness) of not less than 1.50:1.00.
- Restrictions on consolidations and mergers – Neither the REIT nor any Subsidiary may consolidate with, amalgamate or merge with or into or sell, assign, transfer or lease all or substantially all of its properties and assets (other than pursuant to a reorganization of the REIT pursuant to a conversion to an open-end trust or otherwise) unless certain conditions are met.

Repurchase upon Change of Control Triggering Event

If a Change of Control Triggering Event (as defined in the Trust Indenture) occurs with respect to any series of debentures, unless the REIT has exercised its optional right to redeem all of the debentures of that series as described above under “Redemption”, the REIT is required to make an offer to repurchase all or, at the option of the holder of that series of debentures, any part (equal to \$1,000 or an integral multiple thereof) of each holder’s debentures of that series pursuant to the offer described below (the “Change of Control Offer”) on the terms set forth in the applicable Supplemental Indenture. In the Change of Control Offer, the REIT will be required to offer payment in cash equal to 101% of the aggregate outstanding principal amount of Debt Securities of the series to be repurchased together with accrued and unpaid interest on such series of Debt Securities to the date of repurchase.

Within 30 days following any Change of Control Triggering Event, the REIT is required to give written notice to holders of the applicable series of debentures describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the debentures of the applicable series on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is given. The REIT must comply with the requirements of applicable securities laws and regulations in connection with the repurchase of the debentures of the particular series as a result of a Change of Control Triggering Event. To the extent that the provisions of any such applicable securities laws and regulations conflict with the Change of Control provisions, the REIT is required to comply with such laws and regulations and will not be deemed to have breached its obligations to repurchase such series of debentures by virtue of such conflict.

The REIT is not required to make a Change of Control Offer upon a Change of Control Triggering Event if a third-party makes such an offer substantially in the manner, at the times and in compliance with the requirements for a Change of Control Offer (and for at least the same purchase price payable in cash) and such third-party purchases all debentures of such series properly tendered and not withdrawn under its offer.

As at February 14, 2023, the amount outstanding under the Debentures was \$1,175 million.

8.4 CTC Credit Facility

The REIT, through the Partnership, has an uncommitted, unsecured revolving credit facility provided by CTC in the amount of up to \$300 million, renewable annually. On December 31, 2022, the term of the CTC Credit Facility was automatically renewed for one year. The REIT can access this credit on same-day notice. The CTC Credit Facility bears interest at a rate based on a stipulated bank's prime rate or banker's acceptance plus a margin.

As at December 31, 2022, the REIT had no draws under the CTC Credit Facility.

As at February 14, 2023, the REIT had 81.1 million drawn under the CTC Credit Facility.

8.5 Mortgages Payable

In connection with the acquisition of certain properties, the Partnership may assume existing mortgages secured by such properties.

As at December 31, 2022, the mortgages payable secured by investment Properties was approximately \$65 million with a weighted average interest rate of 5.49% and a term to maturity of approximately 0.6 years.

8.6 Class C LP Units

The Class C LP Units issued to CTC have been issued in series and have a fixed, cumulative, preferential cash distribution, if, as and when declared by the board of directors of the General Partner, for the period which began on October 23, 2013 and which will end for each series on the date for such series and payable monthly at an annual distribution rate for each series as set out in the table in section 6.2 entitled "Partnership Units – Class C LP Units".

As at December 31, 2022, there was approximately \$1.45 billion in Class C LP Units. For further information on Class C LP Units. See section 6.2 entitled "Partnership Units – Class C LP Units".

9. ARRANGEMENTS WITH CTC

9.1 Acquisition Agreement

The REIT indirectly acquired interests in the Initial Properties pursuant to the Acquisition Agreement. The Acquisition Agreement contains representations and warranties typical of those contained in acquisition agreements negotiated between sophisticated purchasers and vendors acting at arm's length, certain of which

are qualified as to knowledge and materiality and subject to reasonable exceptions, relating to CTC (as vendor) and the Initial Properties. Certain similar representations and warranties are contained in purchase agreements the Partnership has entered into with CTC subsequent to the Initial Public Offering, though each such agreement was negotiated in the context of the specific acquisition being undertaken and no assurances can be given that any such agreement will contain terms as favourable as the Acquisition Agreement.

9.2 Indemnity Agreement

Under the Indemnity Agreement, CTC indemnified the REIT for any breach of the representations and warranties in the Acquisition Agreement. The maximum liability of CTC under such indemnity is limited to the amount of the net proceeds received from the Initial Public Offering and no claim under the indemnity may be made until the aggregate losses exceed \$1 million and the threshold dollar amount for each claim to be included for purposes of a breach of representation claim is \$50,000.

9.3 Exchange Agreement

Under the Exchange Agreement, the REIT has agreed with the Partnership and the holders of the Class B LP Units and Class C LP Units, as applicable, to, among other things, issue Units upon the exchange of Class B LP Units in accordance with their terms or upon the election of a holder of Class B LP Units to receive distributions on Class B LP Units in the form of Units on a basis equivalent to the rights of Unitholders participating in the DRIP, and to issue Special Voting Units to holders of Class C LP Units in certain limited circumstances. Upon an exchange, the corresponding number of Special Voting Units is cancelled.

A holder of a Class B LP Unit has the right to initiate the exchange procedure pursuant to the “exchange right” at any time as long as each of the following conditions has been satisfied:

- (i) the exchange would not cause the REIT to cease to qualify as, or cause a significant risk to the REIT’s status as, a “mutual fund trust” or “real estate investment trust” under the Tax Act or cause or create a significant risk that would cause the REIT to be subject to tax under paragraph 122(1)(b) of the Tax Act;
- (ii) the REIT is legally entitled to issue the Units in connection with the exercise of the exchange right; and
- (iii) the person receiving the Units upon the exercise of the exchange right complies with all applicable securities laws and stock exchange requirements at the time of the exchange.

The Exchange Agreement also provides for the right of the REIT to require the holders of all but not less than all of the Class B LP Units to exchange their Class B LP Units for Units if:

- (i) the total number of Units for which all outstanding Class B LP Units are exchangeable is less than 1% of the number of Class B LP Units issued on the date of the Initial Public Offering; or
- (ii) there occurs or is about to occur any amalgamation, merger, arrangement, take-over bid, material transfer or sale of Units or rights or other securities of the REIT or interests therein or thereto, or sale of all or substantially all of the assets of the REIT, or similar transaction involving the REIT or a Subsidiary of the REIT or any proposal to do any of the foregoing (other than in connection with a transaction involving one or more of such entities pursuant to which all of the assets of such entity or entities are transferred to the REIT or another wholly-owned direct or indirect Subsidiary of the REIT) and the Board determines that it is not reasonably practicable to substantially replicate the terms and conditions of the Class B LP Units in connection with such transaction and that the exchange of all but not less than all of the outstanding Class B LP Units is necessary to enable the completion of such transaction in accordance with its terms, provided, however, that in the case of a take-over bid, not less than two-thirds of the Units (calculated on a fully diluted, converted and exchanged basis) have been validly deposited and tendered under such take-over bid and not withdrawn at the expiry of such take-over bid.

The Exchange Agreement also provides for the automatic exchange of Class B LP Units for Units in the event of a liquidation, dissolution or winding-up of the REIT.

Pre-Emptive Rights

In the event that the REIT or the Partnership decides to issue equity securities of the REIT or the Partnership or securities convertible into or exchangeable for equity securities of the REIT or the Partnership or an option or other right to acquire any such securities other than to an Affiliate thereof (“Issued Securities”), the Exchange Agreement provides CTC (for so long as it owns at least a 10% effective interest in the REIT (on a fully-diluted basis)), with pre-emptive rights to purchase Units, Class B LP Units or Issued Securities, to maintain CTC’s effective pro rata ownership interest (on a fully-diluted basis). The pre-emptive rights do not apply to the issuance of Issued Securities in certain circumstances.

Registration Rights

The Exchange Agreement also provides CTC (on behalf of itself and its Subsidiaries that hold Class B LP Units) with the right (the “Piggy-Back Registration Right”) to require the REIT to include Units held by such securityholders, including Units issuable upon exchange of Class B LP Units, in any future offering undertaken by the REIT by way of prospectus that it may file with applicable Canadian securities regulatory authorities (a “Piggy-Back Distribution”). The REIT is required to use reasonable commercial efforts to cause to be included in the Piggy-Back Distribution all of the Units that CTC requests to be sold, provided that if the Piggy-Back Distribution involves an underwriting and the lead underwriter determines that the total number of Units to be included in such Piggy-Back Distribution should be limited for certain prescribed reasons, the Units to be included in the Piggy-Back Distribution will be first allocated to the REIT.

In addition, the Exchange Agreement provides CTC (on behalf of itself and its Subsidiaries that hold Class B LP Units) with the right (the “Demand Registration Right”) to require the REIT to use reasonable commercial efforts to file one or more prospectuses with applicable Canadian securities regulatory authorities, qualifying Units held by such securityholders, including Units issuable upon the exchange of Class B LP Units, for distribution (a “Demand Distribution”). The REIT may distribute Units in connection with a Demand Distribution provided that if the Demand Distribution involves an underwriting and the lead underwriter determines that the total number of Units to be included in such Demand Distribution should be limited for certain prescribed reasons, the Units to be included in the Demand Distribution will be first allocated to the selling securityholders.

Each of the Piggy-Back Registration Right and the Demand Registration Right are exercisable at any time provided that CTC owns at least a 10% effective interest in the REIT (on a fully-diluted basis) at the time of exercise.

Tag/Drag Rights

The Exchange Agreement also provides that if CTC owns at least a 10% effective interest in the REIT (on a fully-diluted basis), and CTC so requests, the REIT will cause a purchaser (other than the REIT or an Affiliate of the REIT or a third-party vendor of properties in exchange for securities of the Partnership) of securities of the Partnership owned by the REIT (or any permitted assignee) to purchase a pro rata portion of the securities of the Partnership held by CTC, other than Class C LP Units, on substantially the same terms and subject to the same conditions as are applicable to the purchase by the purchaser of securities of the Partnership held by the REIT. If CTC or any permitted assignee holds in the aggregate less than a 10% effective interest in the REIT (on a fully-diluted basis), the REIT will be entitled, in connection with the direct or indirect sale of all of its securities of the Partnership, to require CTC or any permitted assignee to sell its securities in the Partnership on the same terms and subject to the same conditions as are applicable to the REIT’s direct or indirect sale of all other interests in the Partnership, and upon the REIT making such request and completing such sale, CTC or any permitted assignee will have no further interest in the Partnership.

Assignment

The Exchange Agreement is not assignable by CTC without the REIT’s prior written consent other than to one or more Affiliates of CTC, provided that such entity remains an Affiliate of CTC.

9.4 Commercial Agreements with CTC

CT REIT, the Partnership and CTC are parties to the following commercial agreements which govern the relationships among such parties: Services Agreement, Property Management Agreement, ROFO Agreement, Development Agreement and Non-Competition and Non-Solicitation Agreement, which agreements are material contracts for the REIT and are qualified in their entirety by reference to all of the provisions of such agreement.

Services Agreement

Pursuant to the Services Agreement, CTC provides the REIT with certain administrative, financial, information technology, human resources and ancillary services (collectively, the “Services”). The Services are provided to the REIT on a cost-recovery basis only, pursuant to which the REIT reimburses CTC for all costs and expenses incurred by CTC in connection with providing the Services. In 2022, the REIT paid a fee based on the actual cost of the Services provided. In 2023, the REIT will again pay a fee based on the actual cost of the Services provided. The Services Agreement is automatically renewable for one-year terms unless otherwise terminated in accordance with its terms. The Services Agreement was renewed for 2023 with the fee to be based on the actual cost of the Services provided thereunder.

Property Management Agreement

The Partnership and CTC, through CTREL, entered into the Property Management Agreement pursuant to which CTC provides the Partnership with certain customary services related to property management (the “Property Management Services”). The Property Management Services are provided to the Partnership on a cost-recovery basis only, pursuant to which the Partnership reimburses CTC for all costs and expenses incurred by CTC in connection with providing the Property Management Services. The Property Management Agreement is automatically renewable for one-year terms unless otherwise terminated in accordance with its terms. The Property Management Agreement was renewed for 2023 with the fee to be based on the actual cost of the Property Management Services provided thereunder.

ROFO Agreement

CT REIT, the Partnership and CTC entered into the ROFO Agreement on October 23, 2013, pursuant to which CTC has provided the REIT with a ROFO to acquire any interest of CTC in the properties it owns which meet the REIT’s investment criteria, prior to the disposition of any such property to third parties, on terms no less favourable to the REIT than those offered by or to such third-party. The ROFO in favour of CT REIT expires on the later of: (i) the tenth anniversary of the date of the agreement; and (ii) such time as CTC ceases to hold, directly or indirectly, a majority of the Voting Units.

The REIT has provided CTC with a ROFO to lease space at its properties when such leasable space is acquired or becomes available. This ROFO in favour of CTC expires when CTC ceases to hold, directly or indirectly, a majority of the Voting Units. The ROFO provides that if the REIT at any time desires to lease or receives and desires to accept an offer to lease a property, it will provide CTC with written notice together with a formal offer to lease such space.

The REIT has also provided CTC with a ROFR in the event of a Change of Control. The Change of Control ROFR provides that if a Competitor acquires more than 50% of the Units, on a fully-diluted basis, at a time when the properties of the REIT leased by CTC represent at least 50% of the GLA of all of the properties of the REIT, then CTC has the right to acquire all properties then leased by it at the then fair market value. The Change of Control ROFR expires when the assets of the REIT leased by CTC represent less than 50% of the GLA of the assets of the REIT.

Development Agreement

CT REIT, the Partnership, CTC and CTREL entered into the Development Agreement on October 22, 2013, for a term expiring on the later of: (i) the tenth anniversary of the date of the agreement; and (ii) such time when CTC ceases to hold, directly or indirectly, a majority of the Voting Units. Pursuant to the Development Agreement, the REIT has certain rights to participate in development projects, purchase development projects, provide mezzanine

financing for new development projects and acquire shopping centres. The Development Agreement is renewable by the parties thereto on mutually acceptable terms and, in the event of termination, shall continue with full force and effect in respect of any development projects undertaken prior to such termination. All decisions by the REIT in respect of the development, acquisition or financing of a property under the Development Agreement are approved by the Independent Trustees who are unaffiliated with CTC.

Non-Competition and Non-Solicitation Agreement

CT REIT, the Partnership and CTC entered into the Non-Competition and Non-Solicitation Agreement on October 23, 2013, for a term expiring on the later of: (i) the tenth anniversary of the date of the agreement; and (ii) such time that CTC ceases to hold, directly or indirectly, a majority of the Voting Units. Pursuant to the terms of the Non-Competition and Non-Solicitation Agreement, without prior written approval of a majority of the REIT's Independent Trustees, CTC is not permitted, directly or indirectly, to: (i) create another real estate investment trust or publicly traded real estate business with investment criteria similar to that of the REIT; (ii) materially engage (contractually or otherwise) with another real estate investment trust or publicly traded real estate business with investment criteria similar to that of the REIT, except in the normal course of business to lease or acquire property for its own use; or (iii) acquire or develop properties, other than properties required by CTC to operate its retail business, which meet the REIT's investment criteria. However, CTC is permitted to create another real estate investment trust or publicly traded real estate business with investment criteria similar to that of the REIT if CTC: (i) acquires a business that owns a material amount of real estate that CTC wishes to sell; and (ii) after offering such real estate to the REIT, if the REIT does not elect to purchase such properties pursuant to the ROFO Agreement, and provided that CTC has first given its consent to the REIT to acquire such properties. Throughout the term of the Non-Competition and Non-Solicitation Agreement, CTC is not permitted to directly or indirectly solicit an existing tenant of the REIT to move to a non-REIT property; provided that CTC may seek alternative premises for a CTC Banner tenant of the REIT if: (i) CTC has first provided the REIT with an opportunity to accommodate its requirements for such tenant and (ii) such tenant is continuing to meet its obligations to the REIT under its lease. The Non-Competition and Non-Solicitation Agreement also provides that for as long as the Services Agreement and Property Management Agreement remain in effect, and for a period of one year thereafter, CTC will not be permitted to solicit any employee of the REIT and the REIT will not be permitted to solicit any employee of CTC.

The preceding summary is qualified by reference to the terms of the Services Agreement, Property Management Agreement, ROFO Agreement, Development Agreement and Non-Competition and Non-Solicitation Agreement, which have been filed with the Canadian securities regulatory authorities and are available on SEDAR at www.sedar.com.

10. DISTRIBUTIONS

10.1 Distribution Policy

The REIT has adopted a distribution policy, as permitted under the Declaration of Trust, pursuant to which it makes monthly cash distributions to Unitholders and, through the Partnership, holders of Class B LP Units. Pursuant to the Declaration of Trust, the Trustees have full discretion respecting the timing and amounts of distributions, including in respect of: (i) amounts actually distributed; and (ii) the adoption, amendment or revocation of any distribution policy. See section 4.2.3 entitled "Financial Risk Factors – Return on Investment and Cash Distributions are Not Guaranteed". Unitholders of record as at the close of business on the last business day of the month preceding a date of distribution will have an entitlement, on and after that day, to receive distributions in respect of that month on such date of distribution.

A partner, where permitted by the terms of the Partnership Units, may choose to be loaned an amount from the Partnership equal to all or a portion (the "Selected Amount") of the distribution described above, net of any applicable withholdings, and to have the distribution of the Selected Amount made to it on the first Business Day following the end of the Fiscal Year in which such distribution would otherwise have been made. Each such loan made in a Fiscal Year will not bear interest and will be due and payable in full on or before the first Business Day following the end of the Fiscal Year during which the loan was made.

10.2 Distribution History

Year	Effective Date ¹	Monthly distribution per unit	% increase	Annualized distribution per unit	Annualized distribution increase per unit
2022	July	\$0.07232	3.4%	\$0.868	\$0.029
2021	July	\$0.06994	4.5%	\$0.839	\$0.036
2020	January / September	\$0.06562 / \$0.06693	4.0 % / 2.0 %	\$0.787 / \$0.803	\$0.030 / \$0.016
2019	January	\$0.06310	4.0%	\$0.757	\$0.029
2018	January	\$0.06067	4.0%	\$0.728	\$0.028
2017	January	\$0.05833	2.9%	\$0.700	\$0.020
2016	January	\$0.05667	2.6%	\$0.680	\$0.017
2015	January	\$0.05525	2.0%	\$0.663	\$0.013
2014	January	\$0.05417	—	\$0.650	—

¹ Month upon which the payment of the monthly distribution increase became effective.

The General Partner, on behalf of each partner, declares and authorizes the Limited Partnership to make monthly cash distributions to holders of Class A LP Units and to holders of Class B LP Units by reference to the monthly cash distributions payable by the REIT to Unitholders. The distributions paid on each REIT Unit have been equivalent to what has been paid in respect of each Class A LP Unit and Class B LP Unit.

The REIT has made distributions to Unitholders at least equal to the amount of taxable income of the REIT as is necessary to ensure that the REIT is not liable for ordinary income taxes on such income. To the extent that the REIT realizes taxable income which is in excess of the monthly distributions paid or made payable to Unitholders during the taxation year, the REIT may make an additional distribution (which may be satisfied by the issuance of Units) to Unitholders of record on December 31 to ensure that the REIT will not be liable for ordinary income taxes on such income.

10.3 Distribution Reinvestment Plan

CT REIT has adopted a distribution reinvestment plan (“DRIP”). Eligible Unitholders who elect to have all or a portion of the cash distributions of the REIT automatically reinvested in additional Units (at price per Unit calculated by reference to the five-day volume-weighted average for the Units on the TSX) receive a further distribution of Units equal to 3% of each distribution that was reinvested by them. CTC is eligible to participate in the DRIP with respect to those Units in the same manner as all other eligible Unitholders. CTC does not currently participate in the DRIP.

In addition, a holder of Class B LP Units has the right to elect to reinvest all or a portion of distributions payable on its Class B LP Units on the same economic terms as participants in the DRIP. A holder of Class B LP Units may reinvest such distributions in Class B LP Units, Units or a combination thereof. Holders of Class B Units did not elect to reinvest any portion of the distributions paid during the period ended December 31, 2022.

The REIT initially reserved 17,562,086 additional Units with the TSX to accommodate the issue of Units under the DRIP. The reserve balance at December 31, 2022 was 12,376,222 Units.

11. CREDIT RATINGS

DBRS Morningstar and S&P provide credit ratings of debt securities for commercial entities. A credit rating generally provides an indication of the risk that the borrower will not fulfill its full obligations in a timely manner with respect to both interest and principal commitments. Rating categories range from highest credit quality

(generally “AAA”) to default in payment (generally “D”). CT REIT’s credit ratings are related to and currently equivalent to those of CTC, as CTC holds a significant ownership position in CT REIT and CTC is CT REIT’s most significant tenant.

On May 19, 2022, DBRS Morningstar confirmed CT REIT’s issuer rating and the rating of the Debentures at “BBB” with a “Stable” trend. CTC’s issuer and medium-term notes rating was also confirmed at “BBB” with a “Stable” trend on April 12, 2022. A long-term credit rating of “BBB” by DBRS Morningstar is within the fourth highest of 10 categories and is assigned to debt that is considered to be of adequate credit quality, where the capacity for the payment of financial obligations is considered acceptable but the issuing entity may be vulnerable to future events. A credit rating of “BBB (low)” or higher is an investment grade rating. All rating categories other than AAA and D also contain subcategories “(high)” or “(low)” which indicate relative standing within such category. The absence of either a “(high)” or “(low)” designation indicates the rating is in the middle of the category. The assignment of a “Positive”, “Stable” or “Negative” trend modifier provides guidance in respect of DBRS Morningstar’s opinion regarding the outlook for the rating in question. The rating trend indicates the direction in which DBRS Morningstar considers the rating is headed should present tendencies continue.

On April 5, 2022 S&P confirmed CT REIT’s issuer rating and the rating of the Debentures at “BBB” with a “Stable” outlook. CTC’s issuer and medium-term notes rating was also confirmed at “BBB” with a “Stable” outlook on April 5, 2022. A long-term credit rating of “BBB” by S&P is within the fourth highest of 10 categories and indicates that the obligor has adequate capacity to meet financial commitments. However, adverse economic conditions or changing circumstances are more likely to weaken the obligor’s capacity to meet its financial commitment. A credit rating of “BBB-” or higher is an investment grade rating. Ratings from “AA” to “CCC” may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories. The outlook (“Positive”, “Negative”, and “Stable” or “Developing”) assesses the potential direction of a long-term credit rating over the intermediate term, which is generally up to two years for investment grade ratings. In determining a rating outlook, consideration is given to any changes in economic and/or fundamental business conditions.

There is no assurance that a rating will remain in effect for any given period of time or that a rating will not be lowered, withdrawn or revised by either or both of DBRS Morningstar or S&P if, in its judgment, circumstances so warrant. A rating is not a recommendation to buy, sell or hold any securities of the REIT, in as much as such ratings do not comment as to market price or suitability for a particular investor.

The REIT has paid customary rating fees to DBRS Morningstar and S&P in connection with the above-mentioned ratings. The REIT did not make any payments to DBRS Morningstar or S&P in respect of any other service provided to the REIT by DBRS Morningstar or S&P.

12. MARKET FOR SECURITIES

CT REIT’s Units are listed and posted for trading on the TSX under the trading symbol “CRT.UN”. The following table sets forth the high and low trading prices and trading volumes for the outstanding Units on the TSX for the period indicated:

Date	High (\$)	Low (\$)	Volume Traded
January 2022	\$ 17.39	\$ 16.02	4,937,545
February 2022	\$ 17.46	\$ 16.70	5,178,365
March 2022	\$ 18.42	\$ 16.85	6,906,795
April 2022	\$ 18.47	\$ 17.32	4,266,172
May 2022	\$ 17.99	\$ 16.50	5,019,692
June 2022	\$ 17.57	\$ 15.25	5,689,435
July 2022	\$ 17.07	\$ 15.53	4,401,564
August 2022	\$ 17.31	\$ 16.12	3,863,206
September 2022	\$ 17.08	\$ 14.46	5,077,951
October 2022	\$ 15.85	\$ 14.21	4,405,520
November 2022	\$ 16.23	\$ 15.27	4,498,347
December 2022	\$ 15.90	\$ 15.09	3,906,437

Source: TSX Market Data

13. TRUSTEES AND OFFICERS

Board of Trustees

The Declaration of Trust provides that the Board shall consist of a minimum of seven and a maximum of nine Trustees, a majority of whom (including the Chair) shall be independent under Canadian securities law and Canadian residents. CT REIT currently has eight Trustees.

Members of the Board of Trustees

The names, provinces and country of residence, year first elected or appointed as Trustee, and present principal occupations of the Trustees of the REIT as at February 14, 2023 are as follows:

Name, Province and Country of Residence	Year First Elected/Appointed as a Trustee ¹	Present Principal Occupation ²
David Laidley ³ Quebec, Canada	2013	Non-Executive Chair of the Board and Corporate Director
Heather Briant ² Ontario, Canada	2018	Corporate Director
Gregory Craig ² Ontario, Canada	2021	Executive Vice-President and Chief Financial Officer, CTC
Anna Martini ² Quebec, Canada	2013	President of Psycho Bunny Inc.
John O'Bryan Ontario, Canada	2013	Corporate Director
Dean McCann ² Ontario, Canada	2013	Corporate Director
Kevin Salsberg ² Ontario, Canada	2022	President and Chief Executive Officer of CT REIT
Kelly Smith ² Ontario, Canada	2020	Corporate Director

¹ Each Trustee of the REIT holds office until the next annual meeting of Voting Unitholders or until his or her successor is elected or appointed unless his or her office is earlier vacated in accordance with the Declaration of Trust.

² Each Trustee of the REIT has held the principal occupation indicated opposite his or her name during the past five years except:

- Ms. Briant, who served as Senior Vice-President, Human Resources of Cineplex Inc. prior to July 2018;
- Mr. Craig, who served as President, Canadian Tire Financial Services and President and Chief Executive Officer, Canadian Tire Bank prior to March 2020;
- Ms. Martini, who served as Executive Vice-President and Chief Financial Officer of Groupe CH until January 2023;
- Mr. McCann, who served as a Strategic Advisor to CTC prior to January 2021 and as Executive Vice-President and Chief Financial Officer of CTC prior to March 2020;

- v. Mr. Salsberg, who served as President and Chief Operating Officer to CT REIT prior to May 2022 and previously served as Senior Vice-President, Real Estate prior to November 2019; and
- vi. Ms. Smith who served as Chief Executive Officer of Strathallen Capital Corp. from 2018 to 2019 and as President and Special Advisor, Canada for Peaceable Street Capital from 2016 to 2018.

³ Mr. Laidley was acting as a director of 2907160 Canada Inc. (formerly ProSep Inc.) ("ProSep") from August 2008 until January 2014. On April 12, 2013, the Autorité des marchés financiers issued a management cease trade order restricting all trading in securities of ProSep by management and insiders of ProSep due to failure to file its annual disclosure documents within the prescribed time period. The management cease trade order was revoked on June 17, 2013. On October 28, 2013, ProSep filed for and obtained creditor protection under the Companies' Creditors Arrangement Act (Canada). At the same time, the Superior Court of Quebec (Commercial Division) approved the sale of substantially all of ProSep's assets to a third-party. The distribution of ProSep's liquidation proceeds was completed and ProSep was dissolved on January 15, 2014.

13.1 Committees of the Board of Trustees

As at December 31, 2022, the Board had three committees: the Audit Committee, the Governance, Compensation and Nominating Committee and the Investment Committee. The current members of these Committees are as follows:

Audit Committee	Governance, Compensation and Nominating Committee	Investment Committee
Anna Martini (Chair)	Heather Briant (Chair)	John O'Bryan (Chair)
David Laidley	David Laidley	Heather Briant
John O'Bryan	Anna Martini	Dean McCann
	Kelly Smith	Kelly Smith

Audit Committee

The Audit Committee Mandate is attached hereto as Schedule A. As noted above, the Audit Committee is comprised of Anna Martini, David Laidley, and John O'Bryan. The education and experience of each Audit Committee member that is relevant to the performance of his or her responsibilities as an Audit Committee member is described below:

Member	Experience
Anna Martini, Chair	Ms. Martini is a Chartered Professional Accountant and the President of Psycho Bunny Inc., a men's apparel retail brand operating stores in the United States, Canada, Japan and Latin America. She served as Executive Vice-President and Chief Financial Officer of Groupe CH, which operates Club de Hockey Canadien Inc., Bell Centre-Place Bell, Spectra and evenko from 2017 to 2023. Previously, she was the President of Groupe Dynamite Inc., a specialty apparel global retailer, from 2004 to January 2017. From 1985 to 2004, Ms. Martini worked at Deloitte LLP (Canada) including as a partner in audit and advisory services from 1996 to 2004. She served as Chair of the Board of the Retail Council of Canada from 2014 to 2016 and as a board member and Treasurer from 2007 to 2014. Ms. Martini is the immediate past Chair of the Board of the McGill University Health Centre Foundation and a director and Chair of the Audit Committees for Transcontinental Inc. and Ivanhoe Cambridge Inc. Her previous experience also includes serving as a director of Velan Inc. from 2008
David Laidley	Mr. Laidley was a partner of Deloitte LLP (Canada) from 1975 until his retirement in 2007. During his tenure at the firm, Mr. Laidley was elected Chairman in 2000 and served in that capacity until 2006. A Chartered Professional Accountant, Mr. Laidley has over 40 years of professional services experience specializing in the tax and audit practices. Mr. Laidley currently chairs the Audit Committee of each of SSC Security Services Corp. (formerly Input Capital Inc.) and EMCOR Group Inc. Mr. Laidley was previously the Lead Director and chair of the Audit Committee at the Bank of Canada, chair of the Audit Committee of Aviva Canada Inc. and sat on the Audit Committee of Aimia Inc.
John O'Bryan	Mr. O'Bryan is an Honorary Chairman of CBRE Limited and a former member of its Canadian Board of Directors and Canadian Executive Management Committee. Between 2008 and 2012 he served as Vice-Chair of CBRE Limited, followed by the role of Chairman until 2014. Prior to January 2021, he served as Chairman of the Board of Slate Office REIT and was also the Chairman of its Investment Committee. Prior to joining CBRE Limited in 2008, Mr. O'Bryan served as Managing Director at TD Securities from 1998 to 2008. As an executive and corporate director, Mr. O'Bryan has over 40 years' experience in corporate finance, financial transactions, and reviewing and analyzing financial statements.

Each member of the Audit Committee is financially literate within the meaning of such definition as set out in National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators (“NI 52-110”). Each member of the Audit Committee is also independent pursuant to NI 52-110.

The Audit Committee has a process for approval of services to be provided by its current auditors. The process requires that an annual client services plan be provided to and approved by the Audit Committee prior to commencement of services by the auditors. Any additional audit or non-audit services required by management will be permitted provided that management is satisfied the auditors are the preferred supplier for such services, the proposed terms of engagement for the services are approved by the Chair of the Audit Committee (or by the Audit Committee if the fees for such services exceed \$100,000 or the services are of a sensitive or unusual nature), and the Chair of the Audit Committee advises the Audit Committee of any such pre-approved services at its next meeting. The auditors are also responsible for ensuring that all services provided comply with professional independence standards, and for disclosing to the Audit Committee all relationships between the auditors and the REIT and its related entities that may reasonably be thought to bear on the auditors’ independence and the total fees charged by the auditors for audit and non-audit services during the past year.

13.2 Independent Trustee Matters

The following matters require the approval of a majority of the Independent Trustees who are Independent Trustees in accordance with the Declaration of Trust: (i) an acquisition of a property or an investment in a property, or the provision of any financing, development or leasing services in respect of a property in which CTC or an Affiliate of CTC or any Related Party of the REIT has any direct or indirect interest, (ii) a material change to any agreement with CTC or an Affiliate of CTC or a Related Party of the REIT or any approval, consent, waiver or other decision of Trustees thereunder, or any renewal, extension or termination thereof or any increase in any fees (including any transaction fees) or distributions payable thereunder, (iii) the entering into of, or the waiver, exercise or enforcement of any rights or remedies under, any agreement entered into by the REIT, or the making, directly or indirectly, of any co-investment, in each case, with: (a) CTC (other than provided for in the terms of the Class C LP Units), (b) any Trustee, (c) any entity directly or indirectly controlled by any Trustee or in which any Trustee holds a significant interest, or (d) any entity for which any Trustee acts as a director or in other similar capacity, (iv) the refinancing, increase or renewal of any Indebtedness owed by or to, or the redemption of the Class C LP Units by: (a) CTC, (b) any Trustee, (c) any entity directly or indirectly controlled by any Trustee or in which any Trustee holds a significant interest, or (d) any entity for which any Trustee acts as a director or in other similar capacity; or (v) decisions relating to any claims by or against one or more parties to any agreement with CTC or an Affiliate of CTC or any Related Party of the REIT.

13.3 Executive Officers of the REIT

The REIT is managed and operated by an experienced internal senior executive team comprised of the REIT’s President and Chief Executive Officer, Chief Financial Officer and Senior Vice-President, Real Estate. As at December 31, 2022, the REIT had 59 employees, including the above-noted executives.

The names, province and country of residence and present principal occupations of the executive officers (as such term is defined in National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators) of the REIT as at February 14, 2023 are as follows:

Name, Province and Country of Residence	Present Principal Occupation ¹
Kevin Salsberg, Ontario, Canada	President and Chief Executive Officer
Lesley Gibson, Ontario, Canada	Chief Financial Officer
Jodi Shpigel, Ontario, Canada	Senior Vice-President, Real Estate

¹The executive officers of the REIT had the following principal occupations during the past five years:

- (i) Mr. Salsberg served as President and Chief Operating Officer to CT REIT prior to May 2022 and previously served as Senior Vice-President, Real Estate prior to November 2019;
- (ii) Ms. Gibson served as Chief Accounting Officer and Vice President, Financial Reporting of Choice Properties REIT from August 2015 to October 2018; and
- (iii) Ms. Shpigel served as Chief Operating Officer at Almega Co. from September 2021 to April 2022 and served as Senior Vice-President, Development at First Capital REIT from September 2015 to February 2021.

Ownership, Control and Direction of Securities by Trustees and Executive Officers

As at December 31, 2022, all Trustees and executive officers of the REIT as a group beneficially owned, directly or indirectly, or exercised control or direction over 133,087 Units of the REIT (representing approximately 0.12% of the issued and outstanding Units of the REIT on a non-diluted basis).

14. CONFLICTS OF INTEREST

The Declaration of Trust contains “conflict of interest” provisions to protect Unitholders without creating undue limitations on the REIT. The Declaration of Trust contains provisions that require each Trustee to disclose to the REIT any interest in a material contract or transaction or proposed material contract or transaction with the REIT (including a contract or transaction involving the making or disposition of any investment in real property or a joint venture agreement) or the fact that such person is a director or officer of, or otherwise has a material interest in, any person who is a party to a material contract or transaction or proposed material contract or transaction with the REIT. A Trustee who has made disclosure to the foregoing effect is not entitled to vote on any resolution to approve the contract or transaction unless the contract or transaction is one relating to: (i) his or her direct remuneration as a Trustee, officer, employee or agent of the REIT; or (ii) the indemnity of himself or herself as a Trustee or the purchase or maintenance of liability insurance.

Gregory Craig, a Trustee of the REIT and senior executive officer of CTC is required to disclose the nature and extent of his interests in, and is not entitled to vote on any resolution to approve, any material contract or transaction or any proposed material contract or transaction between the REIT and CTC or any of its Affiliates or any other entity in which he has an interest (unless the contract or transaction relates to their remuneration or an indemnity under the provisions of the Declaration of Trust on liability insurance).

15. PROMOTER

CTC took the initiative in founding and organizing CT REIT and is considered a promoter of the REIT in accordance with applicable securities legislation. As at December 31, 2022, CTC held, indirectly, a 68.7% effective interest in the REIT on a diluted basis through ownership of 33,989,508 Units and all of the Class B LP Units, where each Class B LP Unit is attached to a Special Voting Unit of the REIT, providing the holder thereof to one vote in the REIT. CTC also holds all of the non-voting Class C LP Units which, in certain limited circumstances, entitle the holder thereof to voting rights in the REIT pursuant to Special Voting Units issuable by the REIT in such circumstances.

CTC is the REIT’s most significant tenant and has entered into various commercial agreements with CTC. See section 2.3 entitled “Description of Key Tenant” and section 9.4 entitled “Commercial Agreements with CTC”.

16. INTERESTS OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

As at December 31, 2022, CTC held a 68.7% effective interest in the REIT through ownership of 33,989,508 Units and all of the issued and outstanding Class B LP Units. Each Class B LP Unit is exchangeable at the option of the holder for one Unit of the REIT (subject to certain anti-dilution adjustments), is accompanied by one Special Voting Unit of the REIT (which provides for the same voting rights in the REIT as a Unit) and receives distributions of cash from the Partnership equal to the distributions made by the REIT on a Unit. In addition, CTC holds all of the outstanding Class C LP Units of the Partnership.

It is the REIT’s policy to conduct all transactions with related parties on market terms and conditions.

Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* (“MI 61-101”) provides a number of circumstances in which a transaction between an issuer and a Related Party may be subject to valuation and minority approval requirements. An exemption from such requirements is available when the fair market value of the transaction does not exceed 25% of the market capitalization of the issuer. CT REIT has been granted exemptive relief from the requirements of MI 61-101 that, subject to certain conditions, permits it to be exempt from the minority approval and valuation requirements for transactions that would have a value of less than 25% of CT REIT’s market capitalization if Class B LP Units held by CTC, including its Subsidiaries, are included in the calculation of CT REIT’s market capitalization. As a result, the 25% threshold, above which the minority approval and valuation requirements would apply, is increased to include the approximately 54.4% indirect exchangeable equity interest in CT REIT held by CTC, including its Subsidiaries, in the form of Class B LP Units.

17. MATERIAL CONTRACTS

The following are the only material agreements of the REIT (other than certain agreements entered into in the ordinary course of business):

- (a) the Declaration of Trust;
- (b) the Development Agreement;
- (c) the Exchange Agreement;
- (d) the Indemnity Agreement;
- (e) the Limited Partnership Agreement;
- (f) the Non-Competition and Non-Solicitation Agreement;
- (g) the Property Management Agreement;
- (h) the ROFO Agreement;
- (i) the Services Agreement; and
- (j) the Trust Indenture as supplemented by the Supplemental Indentures.

Copies of the foregoing documents have been filed with the Canadian securities regulatory authorities and are available on SEDAR at www.sedar.com.

18. INTERESTS OF EXPERTS

Deloitte LLP is the auditor of the REIT and is independent of the REIT within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of Ontario.

Auditor’s Fees

The table below shows the fees to Deloitte LLP for services rendered for fiscal years ended December 31, 2021 and December 31, 2022, respectively.

Auditor's Fees	2021 (ended December 31, 2021) ⁵	2022 (ended December 31, 2022)
Audit fees ¹	\$626,070	\$680,660
Audit-related fees ²	\$7,377	\$7,351
Tax fees ³	\$3,500	\$0
All other fees ⁴	\$120,000	\$0
Total	\$756,947	\$688,011

¹These fees relate to annual audit and interim review services, security filings and translation services provided for financial statements, MD&A, AIF and interim reports.

²These fees relate to Canadian Public Accountability Board (CPAB) participation.

³These fees relate to sales tax compliance and advisory services in 2021.

⁴ These fees relate to ESG and climate risk engagements in 2021.

⁵ The 2021 Auditor's Fees have been amended from the 2021 Auditor's Fees disclosed in CT REIT's annual information form for the year ended December 31, 2021 (the "2021 AIF") to reconcile amounts paid under final invoices subsequent to the filing of the 2021 AIF.

19. TRANSFER AGENT, REGISTRAR, AND INDENTURE TRUSTEE

The transfer agent and registrar for the Units is Computershare Trust Company of Canada at its principal office in Toronto, Ontario.

The Indenture Trustee for the Debentures is BNY Trust Company of Canada.

20. LEGAL PROCEEDINGS AND REGULATORY ACTIONS

CT REIT can be exposed to various litigation and claims that arise from time to time in the normal course of business. During 2022 neither the REIT nor its Properties were subject of, or were a party to, any material legal proceedings.

During 2022: (i) there have been no penalties or sanctions imposed against the REIT by a court relating to securities legislation or by a securities regulatory authority; (ii) there have been no other penalties or sanctions imposed by a court or regulatory body against the REIT that would likely be considered important to a reasonable investor in making an investment decision; and (iii) the REIT has not entered into any settlement agreements before a court relating to securities legislation or with a securities regulatory authority.

21. ADDITIONAL INFORMATION

Additional information, including Trustees' and officers' remuneration, principal holders of the REIT's securities and securities authorized for issuance under equity compensation plans, where applicable, is contained in the REIT's management information circular prepared in connection with the annual meeting of Voting Unitholders of CT REIT that was held on May 11, 2021, which is available on SEDAR at www.sedar.com. Other information relating to the REIT, including additional financial information contained in the REIT's consolidated financial statements for the financial year ended December 31, 2022 and 2022 MD&A, may be obtained on SEDAR at www.sedar.com and on the REIT's website at www.ctreit.com.

22. FORWARD-LOOKING INFORMATION

This AIF contains statements and other information that constitute "forward-looking information" or "forward-looking statements" under applicable securities legislation (collectively, "forward-looking statements") that reflects management's current expectations relating to matters such as future financial performance and operating results of CT REIT. All statements, other than statements of historical fact, in this AIF that address activities, events or developments that CT REIT or a third-party expects or anticipates will or may occur in the future, including the REIT's future growth, results of operations, performance, business prospects and opportunities and the

assumptions underlying any of the foregoing, is forward-looking information. Often, but not always, forward-looking statements can be identified by the use of forward-looking terminology such as “may”, “will”, “expect”, “intend”, “believe”, “estimate”, “plan”, “can”, “could”, “should”, “would”, “outlook”, “forecast”, “anticipate”, “foresee”, “continue”, “ongoing”, “might” or “project” or the negative of these terms or variations of them or similar terminology. These forward-looking statements reflect management’s current beliefs and are based on information currently available to CT REIT and on assumptions CT REIT believes are reasonable. Actual results and developments may differ materially from results and developments discussed in the forward-looking statements as they are subject to a number of significant risks and uncertainties, including those discussed in section 4 entitled “Risk Factors” of this AIF and elsewhere in this AIF and also in section 12.0 entitled “Enterprise Risk Management” of CT REIT’s 2022 MD&A. Certain of these risk factors and uncertainties are beyond the REIT’s control. Consequently, all of the forward-looking statements made in this AIF are qualified by these cautionary statements and other cautionary statements or factors contained herein, and there can be no assurance that the actual results or developments will be realized or, even if substantially realized, that they will have the expected consequences to, or effects on, the REIT. These forward-looking statements are made as of the date of this AIF and CT REIT assumes no obligation to update or revise them to reflect subsequent information, events or circumstances or otherwise.

Specific forward-looking statements contained in this AIF include, but are not limited to, statements with respect to:

Section 2 – Description of the Business

- the intention of the REIT to pay reliable, durable and growing distributions on page 3;
- the REIT’s ability to expand its asset base while also growing net asset value and increasing AFFO per unit on page 3;
- the ability of the REIT to execute its growth strategies on page 3;
- the ability of the REIT to participate with CTC in the development or intensification of the Properties on page 3;
- the access of the REIT to available sources of debt and/or equity financing on page 10;

Section 3 – General Development of the Business

- the REIT’s development activities on page 14;
- the access of the REIT to available sources of debt and/or equity financing on pages 14;

Section 5.2 - Authorized Capital and Outstanding Securities

- the REIT’s ability to purchase Units under a NCIB on page 40;

Section 8 – Indebtedness and Class C LP Units

- the expected weighted average distribution rate on the Class C LP Units during the Initial Fixed Rate Period on page 50;

Section 10 – Distributions

- the intention of the REIT to pay distributions on page 57.

Numerous risks and uncertainties could cause the REIT’s actual results to differ materially from those expressed, implied or projected in the forward-looking statements, including those described in section 4 entitled “Risk Factors” of this AIF and elsewhere in this AIF, as well as in section 12.0 entitled “Enterprise Risk Management” of the 2022 MD&A. Such risks and uncertainties include:

- uncertainty relating to the economy and economic conditions, including the rate of inflation and deflation and the availability and cost of credit;
- uncertainty regarding the REIT’s ability to obtain debt or equity financing on reasonable terms or at all;
- changes in laws and regulatory regimes affecting the REIT, including changes in the tax treatment of the REIT and the ability of the REIT to qualify as a “mutual fund trust”, as defined in the Tax Act, and as a “real estate investment trust”, as defined in the SIFT Rules.
- the economic stability of local regions in which the REIT’s Properties are located;

- the geographic concentration of the REIT's Properties in Ontario, Quebec and Western Canada;
- the lack of diversity in the asset class of the REIT's investments, particularly retail properties;
- the dependence of the REIT on CTC to meet its lease obligations;
- increases to the REIT's capital expenditure commitments and fixed cost requirements;
- the significant ownership stake by CTC in the REIT;
- the reliance on CTC for the provision of services under the Services Agreement and Property Management Agreement;
- uncertainties relating to outsourced business activities, property management and development, environmental liabilities, and business disruption;
- the REIT's ability to expand its asset base through acquisitions from CTC;
- the REIT's ability to develop or intensify its Properties, including changes in timing to obtain municipal and other approvals, development costs, and other factors that could impair the REIT's development or intensification projects; and
- the future financial performance and operating results of the REIT's key tenant, CTC.

In addition, the long-term adverse effects of the Pandemic on the REIT remain uncertain. Given the continuing circumstances surrounding the Pandemic, the spread and severity of its impact on the REIT's business, operations and financial results cannot be estimated with certainty as the extent of the impact will largely depend on future developments, including any future responses to the Pandemic.

CT REIT cautions that the foregoing list of risks is not exhaustive and other factors could also adversely affect its results. Investors and other readers are urged to consider the foregoing risks, uncertainties, factors and assumptions carefully in evaluating the forward-looking statements and are cautioned not to place undue reliance on such forward-looking statements. For more information on the risks, uncertainties and assumptions that could cause CT REIT's actual results to differ from current expectations, please also refer to CT REIT's public filings available on SEDAR at www.sedar.com and at www.ctreit.com.

Forward-looking statements do not take into account the effect that transactions or non-recurring or other special items announced or occurring after the statements are made, have on CT REIT's business. For example, they do not include the effect of any dispositions, acquisitions, asset write-downs or other charges announced or occurring after such statements are made. CT REIT does not undertake to update any forward-looking statements, whether written or oral, that may be made from time to time by it or on its behalf, to reflect new information, future events or otherwise, except as is required by applicable securities laws.

GLOSSARY OF TERMS

"2020 Offering" has the meaning given to that term under section 3.4 entitled "Financings – Debenture Offerings" of this AIF.

"2021 AIF" has the meaning given to that term under section 18 entitled "Interests of Experts" of this AIF.

"2022 MD&A" means CT REIT's management discussion & analysis for the fiscal year ended December 31, 2022, which is incorporated by reference herein.

"2022 Offering" has the meaning given to that term under section 3.4 entitled "Financings – Debenture Offerings" of this AIF.

"Acquisition Agreement" means the agreement of purchase and sale among CTREL, the Partnership and CTC entered into on October 22, 2013 pursuant to which the REIT indirectly acquired the Initial Properties and CTC provided, among other things, certain representations and warranties and indemnities in respect of the Initial Properties to the REIT and the Partnership.

"Additional LP Units" means limited partnership units of the Partnership that may be created in the future, and "Additional LP Unit" means any one of them.

"Affiliates" has the meaning given to that term in National Instrument 45-106 – *Prospectus Exemptions*.

"AFFO" is a non-GAAP financial measure and has the meaning given to that term in Real Property Association of Canada's published guidance titled "REALPAC Funds From Operations & Adjusted Funds From Operations for IFRS" (the "REALPAC Guidance on FFO & AFFO"). It is calculated as FFO subject to certain adjustments to remove the impact of recognizing property rental revenues on a straight-line basis, the deduction of a reserve for normalized maintenance capital expenditures and the deduction of direct leasing costs not related to development projects. See section 10.1 entitled "Non-GAAP Financial Measures" of the REIT's 2022 MD&A for more information.

"Aggregate Adjusted Assets" as at any date means the Aggregate Assets as at the relevant Calculation Reference Date, provided that the component amount thereof that would otherwise comprise the amount shown on the REIT's balance sheet as "investment properties" (or its equivalent) shall be instead calculated as the amount obtained by applying the Capitalization Factor as at such Calculation Reference Date to determine the fair value of the REIT's assets that would comprise "investment properties" as at such date, using the valuation methodology described by the REIT in its then most recently published annual or interim financial statements or MD&A, applied consistently in accordance with past practice.

"Aggregate Assets" as at any date means the total assets of the REIT, excluding goodwill and future income tax assets, determined on a consolidated basis and in accordance with GAAP, and giving effect to the Proportionate Consolidation Adjustments and to the extent applicable, adjusted for any adjustments which correspond to those made in accordance with the definition of Consolidated EBITDA (other than fair value adjustments reflecting an increase or decrease in the fair value of investment properties).

"AIF" has the meaning given to that term on page 1 of this AIF.

"Annual Fixed Distribution Rate" means with respect to a series of Class C LP Units, the annual fixed distribution rate applicable to a Subsequent Fixed Rate Period equal to the five-year Government of Canada bond yield determined by the Partnership on the thirtieth day prior to the beginning of the applicable Subsequent Fixed Rate Period plus the Spread.

"Associate Dealers" mean the independent business owners who operate Canadian Tire stores.

"Atlantic Canada" means the provinces of New Brunswick, Newfoundland and Labrador, Nova Scotia and Prince Edward Island.

“Bank Credit Facility” means the senior unsecured revolving credit facility in the amount of \$300 million made available to the Partnership on October 23, 2013 by a syndicate of lenders, as amended and/or extended from time to time.

“Board” means the Board of Trustees of the REIT.

“Calculation Reference Date” means, with respect to any date, the last day of the most recently completed fiscal quarter of the REIT, unless otherwise noted.

“Canada Square” means the mixed-use commercial property, including the existing CTC Office, with future redevelopment potential located at 2180, 2190, 2200 and 2210 Yonge Street, Toronto, Ontario. References to Canada Square in this AIF means CT REIT’s one-half interest in Canada Square, unless the context otherwise requires.

“Canadian Tire Leases” means, collectively, the Canadian Tire store leases, Gas Bar Leases and the lease agreements between the Partnership and CTC for the CTC Industrial Properties.

“Capitalization Factor” means, as at the relevant Calculation Reference Date, the amount determined as the simple average of the weighted average capitalization rates published by the REIT in reference to the calculation of the fair value of its assets in the REIT’s annual or interim financial statements or MD&A published for each of the eight most recently completed fiscal quarters (including the fiscal quarter in which the relevant Calculation Reference Date occurs).

“CBCA” means the *Canada Business Corporations Act*, as amended from time to time.

“Change of Control” means the acquisition by a person, or group of persons acting jointly or in concert, directly or indirectly, other than CTC or any of its Subsidiaries, of more than 50% of the aggregate voting rights attached to the Units and Special Voting Units of the REIT (taking into account: (i) full dilution from the exchange of all then-outstanding Class B LP Units into Units of the REIT; and (ii) in respect of any other securities that are convertible or exchangeable into Units of the REIT, only dilution resulting from the conversion or exercise of such other convertible or exchangeable securities held by such person or group of persons).

“Change of Control Offer” has the meaning given to that term under section 8.3 entitled “Debentures – Repurchase upon Change of Control Triggering Event” of this AIF.

“Change of Control ROFR” has the meaning given to that term under section 4.2.2 entitled “Key Business Relationship Risk Factors - Inhibitions of Take-Over Bids” of this AIF.

“Class A LP Preferred Distribution” has the meaning given to that term under section 6.7 entitled “Distributions” of this AIF.

“Class A LP Units” means, collectively, the Class A limited partnership units of the Partnership, and “Class A LP Unit” means any one of them.

“Class B LP Units” means, collectively, the Class B limited partnership units of the Partnership, and “Class B LP Unit” means any one of them.

“Class C LP Preferred Distribution” has the meaning given to that term under section 6.7 entitled “Distributions” of this AIF.

“Class C LP Units” means, collectively, the Class C limited partnership units of the Partnership, and “Class C LP Unit” means any one of them.

“Class C Market Spread” means the sum of: (i) 0.05%; and (ii) the Debt Market Spread.

“Class D LP Preferred Distribution” has the meaning given to that term under section 6.7 entitled “Distributions” of this AIF.

“Class D LP Units” means, the Class D limited partnership units of the Partnership, and **“Class D LP Unit”** means any one of them.

“Competitor” means a person who carries on business, or any person who controls or is controlled by such person, in one or more of the following categories: hardware, automotive, sporting goods, apparel and housewares.

“Confidential Information” has the meaning given to that term under section 4.2.5 entitled “Operations Risk Factors – Security of Information Technology (IT) and Cyber Threats” of this AIF.

“Consolidated EBITDA” means Consolidated Net Income increased by the sum of, without duplication: (i) Consolidated Interest Expense; (ii) depreciation and amortization expense; and (iii) Consolidated Income Tax Expense (other than income taxes, either positive or negative, attributable to unusual or non-recurring gains or losses or other non-cash gains or losses as adjusted for in calculating Consolidated Net Income).

“Consolidated Income Tax Expense” means the income tax expense of the REIT, determined on a consolidated basis and in accordance with GAAP and including Proportionate Consolidation Adjustments.

“Consolidated Indebtedness” as at any date means the consolidated Indebtedness of the REIT as at such date determined on a consolidated basis in accordance with GAAP and including Proportionate Consolidation Adjustments.

“Consolidated Interest Expense” means the aggregate amount of interest expense of the REIT, adjusted in all cases for Proportionate Consolidation Adjustments in respect of Consolidated Indebtedness, capital lease obligations, the original issue discount (or, as applicable, premium) of any Consolidated Indebtedness issued at a price less than (or, as applicable, more than) the face amount thereof paid, accrued or scheduled to be paid or accrued during such period and, to the extent interest has been capitalized on projects that are under development or held for future development during the period, the amount of interest so capitalized (including Proportionate Consolidation Adjustments), all as determined on a consolidated basis in accordance with GAAP; provided that: (i) notwithstanding its presentation under GAAP all interest expense in respect of convertible debenture Indebtedness and Subordinated Indebtedness will be included at the face rate of interest thereon and, for the purpose of calculations made in respect of the Debt Securities, distributions paid on the Class C LP Units will be included; and (ii) for the avoidance of doubt, distributions in respect of the Class B LP Units will not be included in determining Consolidated Interest Expense.

“Consolidated Net Income” for any period means the net income (loss) of the REIT for such period determined on a consolidated basis in accordance with GAAP, excluding: (i) any gain or loss attributable to the sale or other disposition of any asset or liability of the REIT, other than the sale or disposition of income properties held for resale; (ii) any non-cash changes in fair value gains or losses of the REIT, determined on a consolidated basis in accordance with GAAP; (iii) other non-recurring items; (iv) any Proportionate Consolidation Adjustments; and including or excluding, as applicable, the related tax impact of items (i) to (iii).

“Consolidated Unsecured Indebtedness” means the Consolidated Indebtedness of the REIT at any date that is not secured in any manner by any lien as at such date, determined in accordance with GAAP and including Proportionate Consolidation Adjustments.

“CRA” means the Canada Revenue Agency.

“Credit Facilities” means the Bank Credit Facility and CTC Credit Facility.

“CTC” means Canadian Tire Corporation, Limited together with its Subsidiaries (excluding the REIT and the REIT’s Subsidiaries), or, as the context requires, any of them.

“CTC Banners” means CTC names or trademarks, including Canadian Tire, Mark’s, SportChek, PartSource, Helly Hansen, Party City, Pro Hockey Life and Petroleum and, for the purposes of this AIF, also includes CTFS; “CTC Banner” means any one of them.

“CTC Consent Rights” has the meaning given to that term under section 4.2.2 entitled “Key Business Relationship Risk Factors – Significant Ownership by CTC ” of this AIF.

“CTC Credit Facility” means the uncommitted, unsecured revolving credit facility in the amount of \$300 million made available to the Partnership on December 6, 2019 by CTC, as amended and/or extended from time to time.

“CTC Office” means offices occupied by CTC head office and located at Canada Square.

“CTFS” means CTFS Holdings Limited, a partially-owned Subsidiary of CTC.

“CTP” means Canadian Tire Gas+.

“CTREL” means Canadian Tire Real Estate Limited, a wholly-owned Subsidiary of CTC.

“CT Re-Financing” means a debt, equity or similar financing, the proceeds of which are used to fund amounts due upon the redemption of Class C LP Units on the expiry of any Initial Fixed Rate Period, Subsequent Fixed Rate Period or Subsequent Floating Rate Period and/or upon the maturity of any debt owed by the REIT to CTC.

“CT Re-Financing Obligations” means: (i) if CTC withholds its consent to a CT Re-Financing, the proceeds of which is to fund amounts due upon a redemption of Class C LP Units proposed by the REIT, then the REIT may: (a) accept an offer from CTC to provide debt financing to the REIT in an aggregate amount necessary to fund such redemption and at the then prevailing market terms (with the interest rate on such debt calculated with reference to the Debt Market Spread) and redeem such Class C LP Units with the proceeds of such debt financing; or (b) elect, at its sole option, that the Annual Fixed Distribution Rate for the next Subsequent Fixed Rate Period or the floating distribution rate for each month during the next Subsequent Floating Rate Period, as applicable, shall be calculated by replacing the Spread with the “Class C Market Spread”, all in accordance with the terms of the Class C LP Units; and (ii) if CTC withholds its consent to a CT Re-Financing, the proceeds of which is to re-finance maturing debt issued by the REIT to CTC, then CTC shall accept Class C LP Units and/or provide debt to the REIT in an aggregate amount necessary to fund the re-financing of such maturing debt, to be allocated between Class C LP Units and debt at the discretion of CTC, in each case, on the then prevailing market terms (with the distribution rate on such Class C LP Units calculated with reference to the Class C Market Spread and the interest rate on such debt calculated with reference to the Debt Market Spread, as applicable).

“CT REIT” and the “REIT” has the meaning given to that term on page 1 of this AIF.

“DBRS Morningstar” means DBRS Limited.

“Dealers” has the meaning given to that term under section 2.3 entitled “Description of the Business – Description of Key Tenant” of this AIF.

“Debentures” means, collectively, the Series A Debentures, Series B Debentures, Series C Debentures, Series D Debentures, Series E Debentures, Series F Debentures, Series G Debentures and Series H Debentures.

“Debt Market Spread” means the arithmetic mean, expressed as a percentage, of the difference between: (i) the expected yield to maturity for publicly issued unsecured subordinated debentures issued by the REIT with a five-year term to maturity if issued on the date of such determination; and (ii) the five-year Government of Canada bond yield on the date of such determination, as determined, in both cases, by three Schedule I Bank-owned investment dealers (if there are three Schedule I Bank-owned investment dealers); provided that the first such dealer shall be appointed by the Partnership, the second such dealer shall be appointed by the holder of the greatest principal amount of the applicable Series of Class C LP Units, and the third such dealer shall be jointly appointed by the first and second dealer.

“Debt Securities” means the senior unsecured debt securities of the REIT issued and certified from time to time pursuant to the Trust Indenture, as supplemented from time to time, either in bearer form, registered form or registered as to principal only and includes Global Debt Securities and Registered Debt Securities.

“Debt Service” means, for any period, the sum of (without duplication): (i) Consolidated Interest Expense for such period; and (ii) all regularly scheduled principal payments made with respect to Consolidated Indebtedness during such period (other than any balloon, bullet or similar principal payable at maturity or which repays such Indebtedness in full).

“Declaration of Trust” has the meaning given to that term under section 1.1 entitled “Overview” of this AIF.

“Demand Distribution” has the meaning given to that term under section 9.3 entitled “Exchange Agreement – Registration Rights” of this AIF.

“Demand Registration Right” has the meaning given to that term under section 9.3 entitled “Exchange Agreement – Registration Rights” of this AIF.

“Development Agreement” means the development agreement among the REIT, the Partnership, CTREL and CTC entered into on October 23, 2013, as further described under section 9.4 entitled “Commercial Agreements with CTC – Development Agreement” of this AIF.

“Development Properties” means those Properties being developed or redeveloped but excludes Properties undergoing intensification activities, consisting of the construction of additional buildings on existing assets and modifications to existing buildings, as well as the redevelopment of mixed-use properties.

“DRIP” means the distribution reinvestment plan of the REIT.

“Eighth Supplemental Indenture” means the indenture supplemental to the Trust Indenture dated February 3, 2022 and filed with Canadian securities regulatory authorities in connection with the REIT’s issuance of the Series H Debentures.

“ERM Framework” has the meaning given to that term under section 4.1 entitled “Enterprise Risk Management Framework” of this AIF.

“ESG” means environmental, social and governance.

“Exchange Agreement” means the exchange agreement among the REIT, the Partnership, CTC, Canadian Tire Holdings I Limited Partnership and Canadian Tire Holdings II Limited Partnership entered into on October 22, 2013, as further described under section 9.3 entitled “Exchange Agreement” of this AIF.

“FFO” is a non-GAAP financial measure and has the meaning given to it in the REALPAC Guidance on FFO & AFFO. It is calculated as net income in accordance with IFRS, adjusted by removing the impact of: (i) fair value adjustments on investment properties; (ii) other fair value adjustments; (iii) gains and losses on the sale of investment properties; (iv) internal leasing expenses; (v) lease principal payments on right-of-use assets; and (vi) deferred income taxes.

“Fifth Supplemental Indenture” means the indenture supplemental to the Trust Indenture dated June 16, 2017 and filed with Canadian securities regulatory authorities in connection with the REIT’s issuance of the Series E Debentures.

“Financial Services segment” includes CTFS and its subsidiaries, Canadian Tire Bank and CTFS Bermuda Ltd. As at January 1, 2022, CTC held an 80% interest in CTFS, which is the holding company of the operating entities comprising the Financial Services segment; the remaining 20% interest is owned by The Bank of Nova Scotia (“Scotiabank”).

“First Supplemental Indenture” means the indenture supplemental to the Trust Indenture dated June 9, 2015 and filed with Canadian securities regulatory authorities in connection with the REIT’s issuance of the Series A Debentures.

“Fourth Supplemental Indenture” means the indenture supplemental to the Trust Indenture dated May 31, 2016 and filed with Canadian securities regulatory authorities in connection with the REIT’s issuance of the Series D Debentures.

“GAAP” means generally accepted accounting principles in Canada (which for Canadian reporting issuers is IFRS) as in effect from time to time and as adopted by the REIT from time to time for the purposes of its public financial reporting.

“Gas Bar” means any gas bar located on a Property operating under the Canadian Tire and Gas+ names and trademarks, and “Gas Bars” means any two or more of them.

“Gas Bar Leases” means the lease agreements entered into between the Partnership and CTC for Petroleum gas bars located on the Properties.

“General Partner” has the meaning given to that term under section 6.1 entitled “General” of this AIF.

“GLA” has the meaning given to that term under section 2.2 entitled “Overview of the Property Portfolio” of this AIF.

“Global Debt Securities” means Debt Securities represented in the form of fully registered Global Debt Securities held by, or on behalf of, Canadian Depository for Securities (CDS).

“GP Interest” means the General Partner’s general partner interest in the Partnership.

“GP Unit” means a unit representing the GP Interest.

“Gross Book Value” means at any time the total assets of the REIT as shown in its then most recent consolidated balance sheet.

“Helly Hansen” means Helly Hansen Holding AS.

“IFRS” means International Financial Reporting Standards as issued by the International Accounting Standards Board and as adopted by the Chartered Professional Accountants of Canada in Part I of The CPA Canada Handbook – Accounting, as amended from time to time.

“Indebtedness” of any person means (without duplication): (i) any obligation of such person for borrowed money (including, for greater certainty, the full principal amount of convertible debt, notwithstanding its presentation under generally accepted accounting principles); (ii) any obligation of such person incurred in connection with the acquisition of property, assets or businesses; (iii) any obligation of such person issued or assumed as the deferred purchase price of property; (iv) any capital lease obligation of such person; and (v) any obligations of the type referred to in clauses (i) through (iv) of another person, the payment of which such person has guaranteed or for which such person is responsible or liable; provided that: (a) for the purpose of clauses (i) through (v) (except in respect of convertible debt, as described above), an obligation will constitute Indebtedness of a person only to the extent that it would appear as a liability on the consolidated balance sheet of such person in accordance with generally accepted accounting principles; (b) obligations referred to in clauses (i) through (iii) exclude trade accounts payable, distributions payable to holders of the Units, accrued liabilities arising in the ordinary course of business which are not overdue or which are being contested in good faith, deferred revenues, intangible liabilities, deferred income taxes, deferred financing costs, tenant deposits and indebtedness with respect to the unpaid balance of instalment receipts, where such indebtedness is presented as a current liability on the balance sheet; and (c) Units, Class A LP Units, Class B LP Units, Class C LP Units, Class D LP Units and exchangeable securities do not constitute Indebtedness.

“Indemnity Agreement” means the indemnity agreement among CTC, the REIT and the Partnership entered into on October 23, 2013 pursuant to which CTC indemnified the REIT for any breach of the representations and warranties in the Acquisition Agreement, as further described under section 9.2 entitled “Indemnity Agreement” of this AIF.

“Indenture Trustee” means BNY Trust Company of Canada or its successor or successors for the time being as trustee under the Trust Indenture.

“Independent Trustee” means a Trustee who is “independent” pursuant to National Instrument 58-101 – *Corporate Governance Guidelines*, and where in reference to a member of the Audit Committee, a Trustee who is also “independent” pursuant to National Instrument 52-110 – *Audit Committees*.

“Industrial Properties” means distribution facilities, warehouses and buildings for light manufacturing of a size and configuration that may accommodate a broad range of tenants, and “Industrial Property” means any one of them.

“Initial Fixed Rate Period” has the meaning given to that term under section 6.2 entitled “Partnership Units – Class C LP Units” of this AIF.

“Initial Properties” means the portfolio of 256 properties, consisting of 255 retail properties across Canada and one Industrial Property that CT REIT indirectly acquired through the Partnership from CTC on October 23, 2013 in connection with the Initial Public Offering.

“Initial Public Offering” means the distribution to the public of Units pursuant to the REIT’s final prospectus dated October 10, 2013, which closed on October 23, 2013.

“Intensification” means Properties undergoing intensification activities, consisting of the construction of additional buildings on existing Properties and modifications to existing buildings, which may result in an increase in GLA to a Property.

“Issued Securities” has the meaning given to that term under section 9.3 entitled “Exchange Agreement – Pre-emptive Rights” of this AIF, and “Issued Security” means any one of them.

“Key Risks” has the meaning given to that term under section 4.2 entitled “Key Risks” of this AIF.

“Lease ROFO” means the right of first offer granted by the REIT to CTC until the end of the lease term (including any exercised extension) with CTC which provides that if the REIT wishes to sell or otherwise dispose of a property or any interest therein, that was acquired from CTC or all or part of which is leased by CTC pursuant to a Canadian Tire Lease, the REIT shall first provide an offer to CTC setting out the price and material terms and conditions of the proposed sale or other disposition. CTC will have up to 30 days to either: (i) notify the REIT of its acceptance, in the form of an executed non-binding letter of intent; or (ii) provide the REIT with a minimum reserve price, which must be equal to or less than the REIT’s offer price, below which price the REIT will be unable to complete the proposed transaction.

“Lease ROFR” means the right of first refusal granted by the REIT to CTC, until the end of the lease term (including any exercised extension) with CTC which provides that if the REIT receives a bona fide offer from a Competitor to purchase or otherwise acquire one or more properties or any interest therein, all or part of which is leased or was leased to CTC pursuant to a Canadian Tire Lease, the REIT shall provide such offer to CTC and CTC shall have 10 business days to agree to match such offer by notice to the REIT.

“License Agreement” means the trademark license agreement among the REIT, the Partnership and CTC entered into on October 23, 2013.

“Limited Partners” means CT REIT, CTREL, Canadian Tire Holdings II Limited Partnership, Canadian Tire Holdings III Limited Partnership and Canadian Tire Holdings IV Limited Partnership, and “Limited Partner” means any one of them.

“Limited Partnership Agreement” has the meaning given to that term under section 6.1 entitled “General” of this AIF.

“Mark’s” means Mark’s Work Wearhouse Ltd., a wholly-owned Subsidiary of CTC.

“NCIB” means a normal course issuer bid.

“Non-Competition and Non-Solicitation Agreement” means the non-competition and non-solicitation agreement among CT REIT, the Partnership and CTC entered into on October 23, 2013, as further described under section 9.4 entitled “Commercial Agreements with CTC – Non-Competition and Non-Solicitation Agreement” of this AIF.

“Non-Residents” means: (i) non-residents of Canada; (ii) partnerships that are not Canadian partnerships; or (iii) a combination of non-residents and such partnerships (all within the meaning of the Tax Act).

“Other CTC Banners” means CTC Banners excluding any Canadian Tire stores, and **“Other CTC Banner”** means any one of the Other CTC Banners.

“Partnership” means CT REIT Limited Partnership, a limited partnership existing under the *Limited Partnership Act* (Ontario).

“Partnership Units” means partnership units in the capital of the Partnership, and **“Partnership Unit”** means any one of them.

“Party City” refers to the party supply business that operates under the Party City name and trademarks in Canada.

“Permitted Indebtedness” means:

(i) Indebtedness of: (a) the REIT owed to any of its Subsidiaries; and (b) any Subsidiary of the REIT owed to the REIT and/or another of the REIT’s Subsidiaries (each of the entities in (a) and (b) being for this purpose a “related entity”), provided, however, that the provisions of this subsection (i) will no longer be applicable, (A) upon the subsequent transfer or other disposition of such Indebtedness to any person that is not a related entity, to the amount that was so transferred or otherwise disposed of to such other person; or (B) in the case of Indebtedness of the REIT owed to any of its Subsidiaries, upon the subsequent issuance or disposition of common shares, units or equivalent equity securities (including, without limitation, by consolidation or merger) of such Subsidiary which results in such Subsidiary ceasing to be a Subsidiary of the REIT (and thereby for this purpose a “third-party”), to the amount of such Indebtedness equal to the product obtained by multiplying the amount of such Indebtedness by the percentage of common shares, units or equivalent equity securities of the third-party owned immediately after such issuance or disposition of such common shares, units or equivalent equity securities by persons other than the REIT or one of its Subsidiaries, and, in each case, such amount of such Indebtedness will be deemed for the purpose of the calculation of the Indebtedness Percentage to have been incurred at the time of such transfer, issuance or disposition; and

(ii) Indebtedness of the REIT or any of its Subsidiaries which is incurred or the proceeds of which are used to renew, extend, repay, redeem, purchase, refinance or refund (each a “refinancing”) any Indebtedness of the REIT or any of its Subsidiaries outstanding as of the date hereof or permitted to be incurred hereunder, provided, however, that: (a) the Indebtedness which is incurred will not exceed the aggregate principal amount of all Indebtedness which is so refinanced at such time, plus the amount of any premium required to be paid in connection with such refinancing pursuant to the terms of the Indebtedness which is so refinanced or the amount of any premium reasonably determined by the REIT or the relevant Subsidiary as necessary to accomplish such refinancing by means of a tender offer or privately negotiated agreement, plus the expenses of the REIT and the relevant Subsidiary incurred in connection with such refinancing; and (b) the Indebtedness which is incurred, the proceeds of which are used to refinance the Series A Debentures or Indebtedness of the REIT or any of its Subsidiaries which ranks equally and rateably with the Series A Debentures or Indebtedness of the REIT or any of its Subsidiaries which is subordinate in right of payment to the Series A Debentures, will only be permitted if, in the case of any refinancing of the Series A Debentures or Indebtedness of the REIT or any of its Subsidiaries

which ranks equally and rateably with the Series A Debentures, the Indebtedness which is incurred is made equal and rateable to the Series A Debentures, or subordinated to the Series A Debentures and, in the case of any refinancing of the Indebtedness of the REIT or any of its Subsidiaries which is subordinate to the Series A Debentures, the Indebtedness which is incurred is made subordinate to the Series A Debentures at least to the same extent as is such Indebtedness which is being refinanced.

“Petroleum” refers to the retail petroleum business carried on under the Canadian Tire and Gas+ names and trademarks.

“Piggy-Back Distribution” has the meaning given to that term under section 9.3 entitled “Exchange Agreement – Registration Rights” of this AIF.

“Piggy-Back Registration Right” has the meaning given to that term under section 9.3 entitled “Exchange Agreement – Registration Rights” of this AIF.

“Preferred Units” means preferred units of the REIT that may be created in the future, and “Preferred Unit” means any one of them.

“Properties” has the meaning given to that term under section 2.2 entitled “Overview of the Property Portfolio” of this AIF, and “Property” means any one of them.

“Properties Under Development” means that portion of any (i) Development Property, (ii) Intensification, and (iii) mixed-use properties being developed or redeveloped.

“Property Management Agreement” means the property management agreement among the Partnership, CTC and CTREL entered into on October 23, 2013, as further described under section 9.4 entitled “Commercial Agreements with CTC – Property Management Agreement” of this AIF.

“Property Management Services” has the meaning given to that term under section 9.4 entitled “Commercial Agreements with CTC – Property Management Agreement” of this AIF.

“Proportionate Consolidation Adjustments” means accounting adjustments to reflect assets, liabilities, equity, revenues and expenses on a proportionate basis in place of the REIT’s use of equity accounting in accordance with GAAP with respect to real estate investments or interests in which the REIT participates.

“Registered Debt Securities” means Debt Securities which are registered as to principal and interest, and include, as the context requires, Global Debt Securities.

“Registered Plans” means, collectively, trusts governed by registered retirement savings plans, registered retirement income funds, registered disability savings plans, deferred profit sharing plans, tax-free savings accounts and registered education savings plans.

“Reimbursement Distribution Amount” has the meaning given to that term under section 6 entitled “Partnership – Distributions” of this AIF.

“REIT Exception” has the meaning given to that term under section 4.2.4 entitled “Legal and Regulatory Compliance Risk Factors – Tax-Related Risk Factors – Real Estate Investment Trust Status” of this AIF.

“Related Party” means, with respect to any person, a person who is a “related party” as that term is defined in Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*, as amended from time to time.

“Retail segment” refers to CTC’s reportable Retail segment.

“ROFO” means right of first offer.

“ROFO Agreement” means the right of first offer agreement among the REIT, the Partnership and CTC entered into on October 23, 2013, as described under section 9.4 entitled “Commercial Agreements with CTC” of this AIF.

“ROFR” means right of first refusal.

“S&P” means S&P Global Ratings, a business unit of S&P Global Canada Corp.

“Second Supplemental Indenture” means the indenture supplemental to the Trust Indenture dated June 9, 2015 and filed with Canadian securities regulatory authorities in connection with the REIT’s issuance of the Series B Debentures.

“SEDAR” means the System for Electronic Document Analysis and Retrieval at www.sedar.com.

“Selected Amount” has the meaning given to that term under section 10.1 entitled “Distribution Policy” of this AIF.

“Series A Debentures” refers to — 2.852% Series A Senior Unsecured Debentures having a maturity date of June 9, 2022.

“Series B Debentures” refers to \$200 million 3.527% Series B Senior Unsecured Debentures having a maturity date of June 9, 2025.

“Series C Debentures” refers to — 2.159% Series C Senior Unsecured Debentures having a maturity date of June 1, 2021.

“Series D Debentures” refers to \$200 million 3.289% Series D Senior Unsecured Debentures having a maturity date of June 1, 2026.

“Series E Debentures” refers to \$175 million 3.469% Series E Senior Unsecured Debentures having a maturity date of June 16, 2027.

“Series F Debentures” refers to \$200 million 3.865% Series F Senior Unsecured Debentures having a maturity date of December 7, 2027.

“Series G Debentures” refers to \$150 million 2.371% Series G Senior Unsecured Debentures having a maturity date of January 6, 2031.

“Series H Debentures” refers to \$250 million 3.029% Series H Senior Unsecured Debentures having a maturity date of February 5, 2029.

“Services” has the meaning given to that term under section 9.4 entitled “Commercial Agreements with CTC – Services Agreement” of this AIF.

“Services Agreement” means the services agreement among the REIT, the Partnership and CTC entered into on October 23, 2013 pursuant to which CTC or certain of its Subsidiaries provide the Services, as further described under section 9.4 entitled “Commercial Agreements with CTC – Services Agreement” of this AIF.

“Seventh Supplemental Indenture” means the indenture supplemental to the Trust Indenture dated January 6, 2021 and filed with Canadian securities regulatory authorities in connection with the REIT’s issuance of the Series G Debentures.

“SIFT” has the meaning given to that term under section 4.2.4 entitled “Legal and Regulatory Compliance Risk Factors – Tax-Related Risk Factors – Real Estate Investment Trust Status” of this AIF.

“SIFT Rules” has the meaning given to that term under section 4.2.4 entitled “Legal and Regulatory Compliance Risk Factors – Tax-Related Risk Factors – Real Estate Investment Trust Status” of this AIF.

“Sixth Supplemental Indenture” means the indenture supplemental to the Trust Indenture dated February 7, 2018 and filed with Canadian securities regulatory authorities in connection with the REIT’s issuance of the Series F Debentures.

“Special Voting Units” means special voting units of the REIT issued in tandem with the issuance of Class B LP Units and, in certain limited circumstances, in connection with the Class C LP Units, and “Special Voting Unit” means any one of them.

“SportChek” refers to the retail businesses carried on by FGL Sports Ltd. under the SportChek, Sports Experts, Atmosphere, Sports Rousseau and Hockey Experts names and trademarks, unless the context requires otherwise.

“Spread” means the amount equal to the five-year Government of Canada bond yield plus 200 basis points.

“Subordinated Indebtedness” means Indebtedness of the REIT (or its successor): (i) that is expressly subordinate in right of payment to the Debt Securities and the obligations of the REIT and its Subsidiaries under its revolving credit facilities; and (ii) in connection with the issuance of which each Specified Rating Agency (as defined in the Trust Indenture) confirms in writing that its rating, if any, for the Debt Securities upon the issuance of the Indebtedness will be at least equal to the rating accorded to the Debt Securities immediately prior to the issuance of the Indebtedness.

“Subsequent Fixed Rate Period” means with respect to a series of the Class C LP Units, any five-year fixed rate period beginning immediately following the completion of the Initial Fixed Rate Period for each series and each five-year fixed rate period thereafter.

“Subsequent Floating Rate Period” means with respect to a series of the Class C LP Units, any five-year floating rate period beginning immediately following the completion of the Initial Fixed Rate Period for each series and each five-year floating rate period thereafter.

“Subsidiary” has the meaning given to that term in National Instrument 45-106 – *Prospectus Exemptions*, and “Subsidiaries” means any two or more of them.

“Supplemental Indentures” means an indenture supplemental to the Trust Indenture pursuant to which, among other things, a series of Debt Securities may be issued in accordance with the terms of the Trust Indenture, and includes, collectively, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture and the Eighth Supplemental Indenture.

“Tax Act” means the *Income Tax Act* (Canada) and the regulations thereunder.

“Third Supplemental Indenture” means the indenture supplemental to the Trust Indenture dated May 31, 2016 and filed with Canadian securities regulatory authorities in connection with the REIT’s issuance of the Series C Debentures.

“Trust” means CT Real Estate Investment Trust and any successor of CT Real Estate Investment Trust;

“Trust Indenture” means the trust indenture dated June 9, 2015 between CT Real Estate Investment Trust and BNY Trust Company of Canada, as supplemented by the Supplemental Indentures.

“Trustees” means the trustees from time to time of the REIT, and “Trustee” means any one of them.

“TSX” means the Toronto Stock Exchange.

“Unencumbered Aggregate Adjusted Assets” as at any date means the Aggregate Assets as at the relevant Calculation Reference Date (excluding any amount relating to assets that are encumbered), provided that the component amount thereof that would otherwise comprise the amount shown on a balance sheet as “investment properties” (or its equivalent) shall be instead calculated as the amount obtained by applying the Capitalization

Factor as at such Calculation Reference Date to determine the fair value of the REIT's assets that would comprise "investment properties" (excluding assets that are encumbered) using the valuation methodology described by the REIT in its then most recently published annual or interim financial statements or MD&A, applied consistently in accordance with past practice.

"Unitholders" means holders of Units, and "Unitholder" means any one of them.

"Units" means trust units in the capital of the REIT, other than Special Voting Units, and "Unit" means any one of them.

"Voting Unitholders" means holders of Voting Units, and "Voting Unitholder" means any one of them.

"Voting Units" means the Units and the Special Voting Units, and "Voting Unit" means any one of them.

"Western Canada" means the provinces of British Columbia, Alberta, Saskatchewan and Manitoba, and the Northwest Territories and Yukon Territory.

SCHEDULE A

CT REAL ESTATE INVESTMENT TRUST AUDIT COMMITTEE MANDATE

1. Purpose of the Committee

The Board of Trustees (the “Board”) of CT Real Estate Investment Trust (“CT REIT” or the “REIT”) established the Audit Committee (the “Committee”) to assist the Board in fulfilling its oversight responsibilities with respect to:

- (a) financial reporting and disclosure including gaining reasonable assurance as to:
 - (i) the integrity of the financial statements of the REIT and the soundness of the REIT’s accounting principles and significant judgments;
 - (ii) the compliance by the REIT with legal, regulatory and other requirements relating to its financial statements and disclosures;
 - (iii) the adequacy and effectiveness of the REIT’s internal financial and disclosure control systems and procedures and the sufficiency of periodic testing thereof;
 - (iv) the effectiveness of oversight functions including the REIT’s internal audit and risk management functions; and
 - (v) the qualifications, independence and performance of the REIT’s external auditor.
- (b) the development and implementation of a comprehensive enterprise risk management policy and enterprise risk management program that appropriately identify, assess, monitor and manage the REIT’s risks;
- (c) legislative and regulatory compliance, including gaining reasonable assurance that the business and affairs of the REIT are conducted in a manner that limits the exposure of the REIT, its trustees and employees to financial penalties or civil or criminal liability or to issues that may negatively impact the reputation of the REIT; and
- (d) any additional duties set out in this Mandate or otherwise delegated to the Committee by the Board.

2. Responsibilities of the Committee

The Committee shall perform the functions customarily performed by audit committees and any other functions delegated by the Board. These will include the following:

(a) Financial Reporting

Review and discuss with management and the external auditors:

- (i) major issues regarding the appropriateness of the REIT’s accounting policies, principles, and financial statement presentation and disclosures and any significant changes;
- (ii) key estimates, judgments and reserves, including key changes and variations;
- (iii) the effect of regulatory and accounting developments on financial statement presentation and reporting;

- (iv) the annual and interim financial statements, having regard for whether such statements have been prepared in accordance with International Financial Reporting Standards (“IFRS”);
- (v) the annual and interim Management’s Discussion and Analysis (“MD&A”);
- (vi) earnings press releases;
- (vii) whether taken together, the financial statements and MD&A constitute a fair presentation of the REIT’s financial position and performance and if appropriate, recommend the financial statements, MD&A and earnings press release to the Board for approval; and
- (viii) the external auditors’ report on the annual financial statements and their review of the interim financial statements, as well as any issues raised and management’s responses.

(b) Other Financial Information

- (i) review any other news releases and investor presentations containing previously undisclosed material financial information or forward-looking financial information, and report thereon to the Board. Where Board or Audit Committee review is impractical prior to release, authority to review and approve such news releases may be exercised by the Chair of the Audit Committee and the Chair of the Board, acting together;
- (ii) review any material financial information, including financial statements contained in any prospectus or other offering or publicly filed disclosure documents and report thereon to the Board; and
- (iii) review the Annual Information Form of the REIT, and, if appropriate, recommend to the Board for approval.

(c) Oversight of Internal Control over Financial Reporting and Disclosure Controls and Procedures

- (i) review regular reports from management, Finance, Canadian Tire Corporation, Limited (“CTC”) and the external auditors, in order to be satisfied that the REIT has designed and maintains an effective system of internal control over financial reporting (“ICFR”) that provides reasonable assurance over the reliability of financial reporting, with such reports to include any indication of fraud and any corresponding corrective activity undertaken;
- (ii) review regular reports from management, Internal Audit Services, CTC and the external auditors, in order to be satisfied that the REIT has designed and maintains an effective system of disclosure controls and procedures (“DC&P”) that provides reasonable assurance that information required to be disclosed by the REIT is recorded, processed, summarized and reported appropriately;
- (iii) review and discuss with the Chief Executive Officer and the Chief Financial Officer the process for the certifications to be provided in the REIT’s public disclosure documents and the basis for the Chief Executive Officer and Chief Financial Officer’s conclusions; and
- (iv) annually assess that adequate procedures are in place for the review of the disclosure of financial information extracted or derived from the REIT’s financial statements to ensure that such information is fairly presented.

(d) Other Financial Matters

- (i) prior to the declaration of any distributions, gain reasonable assurance that there are not reasonable grounds for believing that the REIT is or, after the payment of such distributions, would be unable to pay its liabilities as they become due, and that the realizable value of the REIT’s assets would thereby be less than the aggregate of its liabilities and its stated capital of all classes, and confirm to the Board that it has gained such assurance before such distributions are declared; and

- (ii) gain reasonable assurance that the REIT is able to repurchase, redeem or otherwise acquire or distribute securities and confirm to the Board that it has gained such assurance before such repurchase, redemption, acquisition or distribution is completed.

(e) Oversight of Risk Management

Enterprise Risk

- (i) oversee the REIT's enterprise risk management processes for identifying, assessing, mitigating and, where required, reporting on key and emerging risk exposures;
- (ii) review and recommend to the Board for approval the REIT's Enterprise Risk Management Policy, including the Enterprise Risk Management Framework, Risk Appetite Statement and key risks;

Key Risks

- (iii) review enterprise risk management reports and discuss with the Chief Risk Officer, CTC and other management all key enterprise risk exposures including emerging risks (with the exception of risks for which the Investment Committee and Governance, Compensation and Nominating Committee ("GCN Committee") have been delegated responsibility by the Board) and the steps management has taken to monitor, control and mitigate those exposures;
- (iv) at least annually, report to the Board on the key risk exposures and any major issues arising from the management of these risks;

Financial and Credit Risk

- (v) review and discuss the REITs significant financial and credit risk exposures and the steps that management has taken to monitor, control and report such risks;

Other Risk Reports

- (vi) review and discuss the REIT's legal risk exposures and the steps that management has taken to monitor, control and report such risks;
- (vii) review other reports from management in connection with any other risk related matters or policies, oversight of which has been delegated to the Committee;

Changes to Risk Policies

- (viii) review and recommend to the Board for approval proposed changes to all risk-related Board policies, oversight of which has been delegated to the Committee, including the Financial Risk Management Board Policy and the Legal Risk Management Board Policy;

Ethical Business Conduct

- (ix) review reports from management pursuant to the Ethical Business Conduct Policy (including with respect to the Code of Conduct), including an annual review of the process for monitoring compliance with and communication of the Code of Conduct to the REIT's employees and trustees and gain reasonable assurance that such process is operating effectively;
- (x) review and recommend to the Board for approval proposed changes to the Ethical Business Conduct Policy and Code of Conduct;
- (xi) consider, and if appropriate, grant waivers of compliance to the Code of Conduct for the benefit of any senior executive at the level of Senior Vice-President and above;

- (xii) periodically monitor the REIT's procedures for (A) the confidential receipt, retention and treatment of complaints received by the REIT with respect to the REIT's accounting, internal accounting controls, or auditing matters, and (B) the confidential, anonymous submission by employees of the REIT of concerns regarding questionable accounting or auditing matters, and require that all such matters be reported to the Committee together with a description of the resolution of the complaints or concerns; and

Insurance

- (xiii) review the adequacy of insurance coverages maintained by the REIT and approve new insurance coverage and renewals thereof, as applicable.

(f) Legal Matters, including Tax and Litigation

- (i) regularly review with management any litigation matters, claims or other contingencies, including tax assessments, that could have a material effect upon the financial position or operating results of the REIT, and the manner in which these matters have been disclosed in the financial statements;
- (ii) discuss with the General Counsel any issues with the REIT's compliance with laws and regulations having a material impact on the REIT's financial statements and financial condition;
- (iii) review with management inquiries received from regulators or governmental agencies or published reports that raise issues regarding the REIT's financial statements, continuous disclosure or accounting policies;
- (iv) review with management the status of material tax matters for the REIT and its subsidiaries;
- (v) receive an annual confirmation from the General Counsel with respect to the filing of all material corporate and securities filings required to be made by the REIT and its subsidiaries; and
- (vi) receive an annual confirmation from the Chief Financial Officer (A) with respect to the filing of material income and sales tax returns by the REIT and its subsidiaries and the payment of amounts owing in a timely manner and (B) that withheld employee source deductions have been remitted in a timely manner by the REIT and its subsidiaries.

(g) External Auditors

- (i) recommend to the Board the nomination of the external auditors;
- (ii) approve the terms of engagement of the external auditors and, subject to the approval of the unitholders authorizing the Board to do so, recommend to the Board for approval the remuneration to be paid by the REIT to the external auditors with respect to the conduct of the annual audit;
- (iii) if necessary, recommend the removal by the unitholders of the current external auditors and replacement with new external auditors;
- (iv) review the performance of the external auditors annually or more frequently as required;
- (v) augment the annual performance assessment of the external auditors by performing a comprehensive review of such auditors every five years or more frequently as required, resulting in a recommendation to either retain or replace the external auditors;
- (vi) receive a letter annually from the external auditors with respect to their independence, such letter to include disclosure of all engagements (and fees related thereto) for non-audit services by the REIT;
- (vii) establish and maintain a policy with respect to the hiring of partners, employees and former partners and employees of the current and former external auditors;

- (viii) review material written communications between the external auditors and management (including management representation letters);
- (ix) as required, review the timing and the process for implementing the rotation of the lead audit partner and any other audit engagement team partner and confirm their selection;
- (x) review with the external auditors the scope of the audit, the areas of special emphasis to be addressed in the audit, the extent to which the external audit can be coordinated with Internal Audit Services, CTC's activities and the materiality levels which the external auditors propose to employ;
- (xi) meet regularly with the external auditors in the absence of management to discuss any restrictions that may have been placed on the scope and extent of the audit examinations by the external auditors or the reporting of their findings to the Committee;
- (xii) establish effective communication processes with management and the external auditors to assist the Committee to monitor objectively the quality and effectiveness of the relationship among the external auditors, management and the Committee;
- (xiii) oversee the work of the external auditors, including the resolution of disagreements between management and the external auditors with respect to financial reporting; and
- (xiv) receive, at least annually, an oral and/or written report from the external auditors describing their internal quality assurance policies and procedures as well as any material issues raised in the most recent internal quality assurance reviews, quality reviews conducted by the Canadian Public Accountability Board, or any inquiry or investigation conducted by government or regulatory authorities.

(h) Internal Audit Services

- (i) review and approve the mandate, reporting relationship and resources of Internal Audit Services to determine its independence and that it has sufficient resources and qualified personnel to carry out its mandate;
- (ii) confirm with the head of Internal Audit Services, CTC that he or she is aware of his or her obligation to report directly to the Committee on matters affecting the Committee's duties, irrespective of his or her other reporting relationships;
- (iii) review and approve the annual plan of Internal Audit Services, including the planned scope of its activities, objectives, budget and resources to meet those objectives;
- (iv) review Internal Audit Services' reports with respect to those controls that mitigate strategic, financial and operational risks and any other matters appropriate to the Committee's duties and, where appropriate, review the adequacy and appropriateness of management's response, including the implementation thereof; and
- (v) meet regularly with the head of Internal Audit Services, CTC in the absence of management and the external auditors to understand, inter alia, any restrictions that may have been placed on them or other difficulties encountered in the course of their work including instructions on the scope of their work and access to requested information and the level of co-operation received from management during the performance of their work.

(i) Other Key Responsibilities

- (i) review annually the expenses of the Chair of the Board and the Chief Executive Officer for the purpose of gaining reasonable assurance as to the reasonableness of such expenses;

- (ii) review with CTC, as the REIT's service provider, the adequacy of services provided by CTC in those business areas or functions supporting the REIT's financial reporting and disclosure obligations, enterprise risk management program, legislative and regulatory compliance and other areas which fall within this Mandate or are otherwise delegated to the Committee by the Board;
- (iii) periodically review and, where appropriate, recommend to the Board for approval changes to other policies of which oversight has been delegated to the Committee, including the Financial Reporting Board Policy;
- (iv) after consultation with the Chief Financial Officer and the external auditors, gain reasonable assurance, at least annually, of the quality and sufficiency of the REIT's accounting and financial personnel and other resources, including consultants and systems;
- (v) review, in advance, the appointment of the REIT's Chief Financial Officer;
- (vi) in consultation with management and the external auditors, schedule continuing education opportunities related to the Committee's responsibilities;
- (vii) annually review and approve a report of the Committee's activities for inclusion in the REIT's management information circular; and
- (viii) perform such other responsibilities and duties that are delegated by the Board to the Committee.

3. Approval of Non-Audit Services

The Committee has established the following procedures with respect to non-audit services:

- (a) Management shall bring to the attention of the Committee Chair all requests for non-audit services to be performed by the external auditors for the REIT and its subsidiaries before such work is commenced. The Committee Chair is authorized to approve all such requests, but if any such service exceeds or is expected to exceed \$100,000 in fees, or the service is of a sensitive or unusual nature, the Committee Chair shall consult with the Committee before approving the service. The Committee Chair has the responsibility to inform the Committee of all pre-approved services at its next meeting.
- (b) The Committee Chair shall approve all engagements for accounting and tax advice proposed to be provided by an audit firm other than the external auditors before work under such engagements is commenced, provided however, if the services under any such engagements exceed or are expected to exceed \$30,000 in fees, or the engagement is of a sensitive or unusual nature, the Committee Chair shall consult with the Committee before approving the engagement. The Committee Chair has the responsibility to inform the Committee of all pre-approved engagements at its next meeting.

4. Composition of the Committee

- (a) The Committee shall be comprised of at least three trustees, a majority of whom shall be residents of Canada, and each of whom shall be an independent trustee as provided under the applicable requirements of the securities regulatory authorities as adopted or amended and in force from time to time. Trustees who are employees of the REIT may not serve as members of the Committee.
- (b) One of the Committee members shall be designated by the GCN Committee as the Committee Chair.

5. Member Qualifications

In addition to possessing the qualities required by the trustee's position description, each Committee member shall be financially literate which requires that he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the REIT's financial statements.

6. Member Appointment, Removal and Vacancy

Committee members shall be appointed annually by the Board on the recommendation of the GCN Committee and from time to time thereafter to fill vacancies on the Committee. A Committee member may be removed or replaced at any time at the discretion of the Board. If a vacancy exists on the Committee, the remaining members may exercise all powers so long as a quorum remains in office.

7. Operating Procedures

- (a) The Committee shall meet four times annually and as many additional times as necessary to carry out its duties effectively. Unscheduled Committee meetings shall be held at the call of the Committee Chair, any Committee member or the external auditors by giving the requisite notice in accordance with the REIT's amended and restated declaration of trust dated October 22, 2013, as further amended and restated as of April 5, 2020, and as may be further amended or restated from time to time. A majority of the members of the Committee shall form a quorum.
- (b) The powers of the Committee may be exercised at a meeting at which a quorum of the Committee is present in person or by telephone or other electronic means or by a resolution signed by all members entitled to vote on that resolution at a meeting of the Committee. Each Committee member (including the Committee Chair) is entitled to one vote in Committee proceedings and decisions of the Committee will be made by an affirmative vote of the majority. For greater certainty, the Committee Chair does not have a second or casting vote.
- (c) The Committee Chair and the Chief Financial Officer shall develop the agenda for all meetings of the Committee as well as an annual work plan responsive to the Committee's responsibilities as set out in this Mandate and its strategic priorities, all in consultation with Committee members, management and the external auditors, as appropriate.
- (d) Unless the Committee otherwise specifies, the Corporate Secretary (or his or her designate) shall act as secretary of the meetings of the Committee, and minutes shall be kept for each Committee meeting.
- (e) The Committee Chair shall conduct all meetings of the Committee at which he or she is present. In the absence of the Committee Chair, the Committee members shall appoint an acting Chair.
- (f) At each meeting of the Committee, the members of the Committee shall meet in camera with the external auditors; with management; and with the Committee members only. The Committee shall meet in camera with the Senior Vice-President, Chief Audit & Risk Officer, CTC as often as it deems necessary.
- (g) The Committee Chair may invite any officer or employee of the REIT or any other person to attend any Committee meetings to participate in the discussion and review of the matters considered by the Committee.
- (h) A copy of the minutes of each meeting of the Committee shall be made available to each trustee.

8. Reporting to the Board

The deliberations, decisions and recommendations of the Committee, including with respect to the most significant matters discussed by the Committee, shall be reported to the Board at the Board's next regular meeting.

9. Evaluation and Assessment of this Mandate, the Committee and its Compliance with this Mandate

- (a) At least every three years, the Committee shall review and assess the appropriateness of this Mandate taking into account all applicable legislative and regulatory requirements as well as any best practice guidelines recommended by regulators or stock exchanges with whom the REIT has a reporting relationship and, if appropriate, recommend changes to the Mandate to the Board for its approval, except

for minor technical amendments to this Mandate, authority for which is delegated to the Corporate Secretary, who will report any such amendments to the Committee and the Board at their next regular meetings.

- (b) The performance of the Committee shall be evaluated at least every two years in accordance with the evaluation process developed and approved by the GCN Committee, and the results of such evaluation shall be reviewed by the Committee.
- (c) The Committee shall develop and recommend to the GCN Committee a position description for the Committee Chair. At least every three years, the Committee shall review and update as necessary the Committee Chair's position description and recommend any changes thereto to the GCN Committee for its approval.

10. Advisors

The Committee shall have the authority to retain, at the expense of the REIT, outside counsel and other advisors as it deems necessary.

11. Responsibilities

Nothing in this Mandate is intended to expand applicable standards of liability under statutory regulatory requirements for the Trustees or the members of the Committee nor to assign to the Committee the Board's responsibility regarding the REIT's compliance with applicable laws or regulations.

It is not the duty of the REIT to plan or conduct audits, or to determine that the REIT's financial statements are complete and accurate and are in accordance with IFRS. Such matters are the responsibility of management and the external auditors, as applicable.

Members of the Committee are entitled to rely, in good faith, absent knowledge to the contrary, upon:

- (i) the integrity of the persons and organizations from whom they receive information; and
- (ii) the accuracy and completeness of the information provided.

"Good faith reliance" means that the Committee member has considered the relevant issues, questioned the information provided and assumptions used, and assessed whether the analysis provided by management or the expert is reasonable.

Dated: May 10, 2021
Approved by: Board of Trustees

SCHEDULE B

List of Properties

Summary

(in square feet)	Canadian Tire Stores	Canadian Tire Office	Other CTC Banners	Other ¹	Canadian Tire Industrial Properties	Total
Single Tenant Properties	17,794,240	-	-	216,304	-	18,010,544
Properties Anchored by a Canadian Tire Store with Additional Third Party Tenants	5,083,777		432,316	1,354,707	-	6,870,800
Properties with Third Party Tenants not Anchored by a Canadian Tire Store	29,173 ²	-	200,705	483,519	-	713,397
Properties Anchored by Canadian Tire Office with Additional Third Party Tenants ³	-	203,480	-	74,548	-	278,028
Industrial Properties	-	-	-	200,915	4,004,834	4,205,749
Total	22,907,190	203,480	633,021	2,329,993	4,004,834	30,078,518

¹Includes third-party tenant GLA and vacant GLA.

²Represents a Canadian Tire automotive service centre that is part of a Property with other third-party tenants.

³CT REIT's one half interest in Canada Square.

Single Tenant Properties

Property	Year Built	Year Last Renovated ³	Canadian Tire GLA (Sq. ft.)	Third Party GLA (Sq. Ft.)	Year of Expiry of Lease
British Columbia					
2000 Columbia Avenue, Castlegar	1995	2015	67,585	-	2027
7560 Vedder Road, Chilliwack ⁴	1999	2010	64,539	-	2026
11628 8th Street, Dawson Creek	2000	2014	56,586	-	2026
21 Station St, Duncan	1960	N/A	-	7,088	2029
1791 9th Avenue, Fernie	2006	2010	51,049	-	2030
480 Sarah Road, Invermere	2012	N/A	28,670	-	2028
1441 Hillside Drive, Kamloops	1982	2015	61,042	-	2030
944 8th Street, Kamloops ¹	1982	2013	24,338	-	2029
6312 200th Street, Langley	1991	2012	88,266	-	2027
22410 Lougheed Hwy, Maple Ridge	1910	N/A	-	7,766	2034
2761 Forksdale Avenue, Merritt	2004	2017	44,575	-	2028
32545 London Avenue, Mission	2003	2019	40,621	-	2028
960 Railway Street, Penticton	1997	2015	64,092	-	2035
5008 Domano Boulevard, Prince George ¹	2003	2019	96,197	-	2027
570 Newman Road, Quesnel	1999	2017	30,365	-	2029
4380 Sunshine Coast Highway, Sechelt	2002	2011	37,082	-	2026
3221 Highway 16, Smithers	2000	2016	38,835	-	2028
1851 Mamquam Road, Squamish	2001	2014	35,099	-	2031
5100 Yellowhead Highway, Terrace	1997	2010	64,164	-	2027

Property	Year Built	Year Last Renovated ³	Canadian Tire GLA (Sq. ft.)	Third Party GLA (Sq. Ft.)	Year of Expiry of Lease
8238 Highway 3B, Trail	2005	2017	49,121	-	2029
855 Langford Parkway, Victoria	1998	2012	67,687	-	2032
British Columbia Sub-Total			1,009,913	14,854	
Alberta					
202 Veteran's Blvd NE, Airdrie	2007	2012	104,275	-	2038
2913 48th Avenue, Athabasca	2008	2017	43,456	-	2027
98 Banff Avenue, Banff ²	1990-1999	N/A	-	13,507	2026
404 Cassils Road W, Brooks	2007	2021	45,977	-	2027
40 Hunterhorn Drive NE, Calgary	2019	2019	-	47,073	2033
5200 Richmond Road SW, Calgary ¹	1978	2010	72,996	-	2025
250 Shawville Way SE, Calgary ¹	1997	2012	89,129	-	2033
16-6601 48th Avenue, Camrose	1982	2012	64,664	-	2027
1110 Gateway Avenue, Canmore	2011	2011	50,000	-	2031
5201 Power Centre Blvd, Drayton Valley	2005	2022	46,263	-	2028
100 650 South Railway Avenue E, Drumheller	1999	2012	31,183	-	2034
6150 28 Avenue NW, Edmonton	1992	N/A	-	8,053	2026
9903 82 Avenue NW, Edmonton	1950-1959	N/A	-	6,038	2026
3924 118 Avenue NW, Edmonton	1950-1959	N/A	-	6,601	2026
9603 162 Avenue, Edmonton	2002	2010	64,786	-	2027
2110 101 Street NW, Edmonton ²	2015	N/A	198,027	-	2035
9909 178 Street, Edmonton	1998	2009	94,106	-	2029
6014 Currents Drive NW, Edmonton ²	2010	2015	99,550	-	2029
11839 Kingsway Avenue NW, Edmonton ¹	1999	2022	77,022	-	2027
5919 - 2nd Avenue, Edson ¹	2014	N/A	39,481	-	2031
9510 86th Avenue, Fort Saskatchewan ²	2003	2011	51,860	-	2030
11702-101 Avenue, Grande Prairie	2019	2019	150,774	-	2034
9933 100 Avenue, Grand Prairie	1980-1989	N/A	-	13,358	2026
1 Gateway Boulevard, High Level	2012	N/A	28,676	-	2030
868 Carmichael Lane, Hinton	1996	2011	36,016	-	2030
5402 Discovery Way, Leduc	2006	2017	115,587	-	2028
4215 70th Avenue, Lloydminster ^{1,4}	1999	2010	65,109	-	2023
4104 80th Avenue, Lloydminster	2022	2022	132,989	-	2042
1971 Strachan Road SE, Medicine Hat	2008	2015	115,949	-	2033
606 2 St SE, Medicine Hat	1956	N/A	-	10,415	2031
600-6900 46th Street, Olds	2007	2015	67,535	-	2026
2510 Gaetz Avenue, Red Deer	1992	2022	84,755	-	2029
5440 46th Street, Rocky Mountain House	2005	2017	47,247	-	2027
3000 Emerald Drive, Sherwood Park	2019	2019	122,065	-	2034
101-1500 Main Street SW, Slave Lake	2005	2021	45,995	-	2026
38 Mcleod Avenue, Spruce Grove	1992	2015	95,909	-	2027
40 Bellerose Drive, St. Albert ¹	1995	2012	101,034	-	2027
6607 50th Avenue, Stettler	2009	N/A	28,783	-	2037
109 Pine Road, Strathmore	2004	2017	39,721	-	2030
200-62 Thevenaz Industrial Trail, Sylvan Lake	2011	N/A	59,143	-	2027
6623 Highway 16A W, Vegreville	2008	2017	52,734	-	2025

Property	Year Built	Year Last Renovated ³	Canadian Tire GLA (Sq. ft.)	Third Party GLA (Sq. Ft.)	Year of Expiry of Lease
2801 13th Avenue, Wainwright	2007	2015	45,804	-	2030
3851 56 Street, Wetaskiwin	2006	2015	53,639	-	2034
Alberta Sub-Total			2,662,239	105,045	
Saskatchewan					
200 King Street, Estevan	1999	2010	38,931	-	2033
2302 8th Avenue, Humboldt	2009	N/A	28,677	-	2033
300 Stonegate Road, Melfort	2010	N/A	28,622	-	2031
400 Thatcher Drive East, Moose Jaw	2022	2022	95,986	-	2042
11802 Railway Ave E, North Battleford	1979	2012	38,223	-	2034
655 Albert Street, Regina ¹	1996	2012	100,480	-	2032
2325 Prince of Wales Drive, Regina	2006	2014	98,583	-	2032
1731 Preston Avenue N, Saskatoon ²	2002	2015	88,587	-	2030
1240 Sims Avenue, Weyburn	2004	2022	39,659	-	2032
Saskatchewan Sub-Total			557,748	-	
Manitoba					
170 Provincial Trunk, Flin Flon	2003	2013	38,620	-	2027
2445 Saskatchewan Avenue W, Portage La Prairie	1999	2010	38,162	-	2025
131 PTH 12 N, Steinbach	1995	2010	58,537	-	2026
1188 Pembina Hwy, Winnipeg	1955	N/A	-	5,326	2029
3615 Portage Avenue, Winnipeg	2001	2009	72,051	-	2028
Manitoba Sub-Total			207,370	5,326	
Northwest Territories					
328 Old Airport Road, Yellowknife	2001	2014	65,054	-	2027
Western Canada Sub-Total			4,502,324	125,225	
Ontario					
400 Main Street S, Alexandria	1984	2013	17,368	-	2029
605 John Street, Aylmer	1999	2015	30,376	-	2031
380 Sandwich Street S, Amherstburg	1995	2022	44,261	-	2024
341 Hastings Street N, Bancroft	1994	2010	48,779	-	2029
101 Bell Boulevard, Belleville ¹	1977	2018	86,756	-	2026
2000 Green Road, Bowmanville	2011	2022	125,981	-	2038
450 Muskoka Road, Bracebridge	1992	2014	51,344	-	2032
2850 Queen Street E, Brampton	2000	2019	91,394	-	2034
10 Great Lakes Drive, Brampton	1999	2022	100,395	-	2033
10031 McLaughlin Road, Brampton ¹	2004	2015	64,277	-	2029
2360 Parkedale Avenue, Brockville	1995	2019	70,380	-	2033
2070 Appleby Line, Burlington	1999	2012	63,899	-	2034
65 Pinebush Road, Cambridge	2007	2011	129,914	-	2033
130 Grand Road, Campbellford	1998	2013	28,410	-	2041
485 McNeeley Avenue, Carleton Place	1999	2010	48,417	-	2026
95 LaFleche Boulevard, Casselman	2001	2011	42,466	-	2036

Property	Year Built	Year Last Renovated ³	Canadian Tire GLA (Sq. ft.)	Third Party GLA (Sq. Ft.)	Year of Expiry of Lease
3595 Highway 144, Chelmsford ¹	1993	2021	70,877	-	2029
201 Highway 11 W, Cochrane ¹	2008	2021	35,113	-	2031
201 9th Street E, Cornwall ¹	1996	2020	88,522	-	2029
33277A Highway 17 W, Deep River ¹	2008	N/A	36,497	-	2031
1002 Broad Street, Dunnville ¹	2003	2011	38,876	-	2031
50 Hillside Drive S, Elliot Lake ¹	1978	2011	20,561	-	2029
1608 The Queensway, Etobicoke ¹	2002	2011	100,621	-	2033
100 Thames Road E, Exeter	1999	2016	30,623	-	2032
160 Lindsay Street, Fenelon Falls	1992	2012	18,864	-	2026
240 Garrison Road, Fort Erie	1997	2010	36,781	-	2028
1000 Kings Highway, Fort Frances	2004	N/A	55,737	-	2031
703-705 King Street East, Gananoque ¹	2000	2012	28,930	-	2030
35430 Huron Road, Goderich ¹	1997	2022	54,761	-	2041
128 Courthouse Square, Goderich	1967	N/A	-	6,052	2029
127 Stone Road W, Guelph ²	2001	2012	84,228	-	2030
10 Woodlawn Road, Guelph ¹	1996	2020	52,847	-	2034
304 Main Street E, Hamilton ¹	1956	2013	18,598	-	2024
5206 Highway 69 N, Hanmer ¹	2006	2010	52,982	-	2029
896 10th Street, Hanover ¹	1998	2016	43,317	-	2031
1525 Cameron St., Hawkesbury	1994	2013	65,848	-	2030
1330 Front Street, Hearst ¹	2008	N/A	36,497	-	2031
77 King William Street, Huntsville	1992	2019	71,314	-	2033
1455 Innisfil Beach Road, Innisfil ¹	2016	N/A	48,618	-	2034
8181 Campeau Drive, Kanata	1996	2012	119,023	-	2039
311 Ryan's Well Drive, Kemptville	2011	2014	67,696	-	2032
1229 Highway 17 E, Kenora ¹	2005	2021	59,471	-	2031
24270 Woodbine Avenue, Keswick ¹	1997	2011	59,125	-	2024
811 Durham Street, Kincardine	2000	2020	59,583	-	2032
2560 Princess Street, Kingston ¹	1990	2018	119,791	-	2034
1040 Division Street, Kingston	2008	2022	77,762	-	2037
377 Kent Street W, Lindsay ¹	1981	2012	104,362	-	2028
1875 Hyde Park Road, London ¹	2006	2009	97,710	-	2036
3 Peninsula Road, Marathon	1999	2017	31,934	-	2031
86 Main St N, Markham	1954	N/A	-	6,477	2029
7650 Markham Road, Markham ¹	2003	2019	88,897	-	2028
9303 Highway 93 S, Midland ¹	1996	2022	111,095	-	2032
1210 Steeles Avenue E, Milton	2004	2012	89,581	-	2035
92 Water Street, Minden ¹	2012	2012	28,833	-	2034
3050 Mavis Road, Mississauga ¹	2001	2016	91,525	-	2025
5970 Mavis Road, Mississauga ¹	2000	2013	99,333	-	2033
12329 County Road 2, Morrisburg	2001	2010	30,974	-	2029
101 Mount Forest Drive, Mount Forest	2019	2019	33,609	-	2034
476 Centre Street North, Napanee ¹	1978	2011	35,951	-	2035
1820 Merivale Road, Nepean	1998	2014	107,222	-	2032
2501 Greenbank Road, Nepean ¹	2000	2013	84,679	-	2033
997431 Highway 11, New Liskeard	1997	2018	51,564	-	2031

Property	Year Built	Year Last Renovated ³	Canadian Tire GLA (Sq. ft.)	Third Party GLA (Sq. Ft.)	Year of Expiry of Lease
1100 Kerr Street, Oakville ¹	2009	N/A	99,074	-	2030
2510 Hyde Park Gate, Oakville ²	1999	2019	88,386	-	2031
99 First Street, Orangeville	1997	2013	69,910	-	2026
3910 Innes Road, Orleans	2008	2018	119,753	-	2038
1333 Wilson Road N, Oshawa ¹	1981	2014	88,650	-	2034
330 Coventry Road, Ottawa	2000	2011	95,571	-	2026
2010 Ogilvie Road, Ottawa ¹	1982	2009	75,146	-	2032
1104 Pembroke Street E, Pembroke	2003	2010	91,157	-	2028
1050 Chemong Road, Peterborough ¹	2003	2010	64,818	-	2026
1735 Pickering Parkway, Pickering ¹	1999	2013	89,858	-	2028
13321 Loyalist Parkway, Picton	1986	2018	34,850	-	2033
14325 Simcoe Street, Port Perry	2004	2010	45,152	-	2031
140 Prescott Centre Drive, Prescott	2002	2012	37,731	-	2030
9040 County Road 17, Rockland ¹	2004	2014	51,829	-	2028
10 Ferrara Drive, Smiths Falls ¹	1995	2020	56,712	-	2032
431 Louth Street, St. Catharines	2000	2021	89,347	-	2029
25 - 1063 Talbot Street, St. Thomas ¹	2002	2018	76,774	-	2026
1093 Ontario Street, Stratford ¹	1974	2012	97,908	-	2029
24614 Adelaide Road, Strathroy	2005	2022	67,834	-	2033
12011 Highway 17 E, Sturgeon Falls	2000	2015	36,384	-	2024
8081 Dufferin Street, Thornhill	2002	2016	70,301	-	2026
1195 Arthur St W, Thunder Bay	2019	2019	-	3,516	2029
939 Fort William Road, Thunder Bay ¹	2001	2015	97,595	-	2032
37 Mill Street, Tilbury	1976	2012	11,904	-	2024
2199 Riverside Drive, Timmins ¹	2007	2012	97,532	-	2029
289 Dundas Street East, Trenton ¹	1995	2012	69,799	-	2036
327 Toronto Street S, Uxbridge ¹	1995	2011	56,875	-	2027
3200 Rutherford Road, Vaughan ¹	2001	2016	92,602	-	2030
74 McNaughton Avenue, Wallaceburg	2001	2016	30,963	-	2030
3 King St S, Waterloo	1914	N/A	-	8,187	2034
400 Weber Street N, Waterloo ¹	1997	2013	99,394	-	2030
158 Primeway Drive, Welland	2008	2022	186,838	-	2044
155 Consumers Drive, Whitby	1998	2011	72,095	-	2030
4100 Garden Street, Whitby ¹	2000	2022	84,156	-	2034
8505 Tecumseh Road E, Windsor ¹	1998	2015	94,432	-	2029
4150 Walker Road, Windsor	2004	2021	90,452	-	2029
3850 #7 Highway, Woodbridge	1997	2021	109,630	-	2025
465 Norwich Avenue, Woodstock ¹	2003	2021	90,051	-	2029
Ontario Sub-Total			6,616,612	24,232	
Quebec					
50 Avenue St. Luc, Alma	1974	2021	47,245	-	2031
281 Route 111 Est, Amos ¹	2018	N/A	48,793	-	2033
650 Rue de Parfondeval, Baie-Comeau	2006	2015	47,284	-	2026
705 Rue Clemenceau, Beauport	1998	2019	89,841	-	2038
500 Boulevard de la Seigneurie, Blainville	2001	2019	64,911	-	2029

Property	Year Built	Year Last Renovated ³	Canadian Tire GLA (Sq. ft.)	Third Party GLA (Sq. Ft.)	Year of Expiry of Lease
1055 Boulevard de Montarville, Boucherville	1995	2016	92,802	-	2034
170 Avenue Lépine, Buckingham	2006	2020	85,638	-	2030
3400 Boulevard Fréchette, Chambly	2014	N/A	51,322	-	2035
140 Boulevard d'Anjou, Châteauguay	2000	2016	85,548	-	2026
1257 Boulevard Talbot, Chicoutimi	1971	2022	77,877	-	2031
145 Rue de Salaberry, Cowansville	2006	2014	64,928	-	2030
65 Route 132, Delson	1996	2009	81,530	-	2026
1751 Boulevard Vézina, Dolbeau-Mistassini			45,951	-	2029
223 Route 138, Donnacona	2000	2011	31,355	-	2033
715 Boulevard St-Joseph, Drummondville ¹	1997	2013	108,722	-	2035
355 Boulevard de la Carrière, Gatineau ¹	1996	2014	100,724	-	2030
4909 Boulevard Taschereau, Greenfield Park ¹	1974	2014	94,703	-	2032
2290 Boulevard René-Lévesque, Jonquière	2000	2010	64,566	-	2026
16821 Route Transcanadienne, Kirkland ¹	1995	2015	100,759	-	2036
2300 Rue Bagot, La Baie	2005	2016	39,540	-	2026
91 21e Rue E, La Sarre ¹	1982	2016	38,847	-	2031
3642 Rue Laval, Lac-Mégantic	2000	2011	27,868	-	2024
500 Autoroute Chomedey, Laval	1998	2015	70,027	-	2025
1450 Boulevard Le Corbusier, Laval ¹	2000	2012	99,349	-	2030
544 Boulevard Curé-Labelle, Laval	2001	2014	64,744	-	2024
100 Route du Président-Kennedy, Lévis	2001	2011	76,780	-	2026
600 Boulevard de la Concorde, Lévis	2006	2019	88,964	-	2033
2211 Boulevard Roland-Therrien, Longueuil	1997	2021	91,376	-	2029
2135 Rue Sherbrooke, Magog ¹	2000	2015	75,271	-	2033
250 Boulevard Desjardins, Maniwaki	1984	2017	27,131	-	2032
145 Rue Piuze, Matane ¹	2013	2013	53,297	-	2034
1675 Boulevard Albiny-Paquette, Mont-Laurier	2010	N/A	36,913	-	2030
488 Avenue Saint-David, Montmagny	1997	2022	41,829	-	2025
845 Rue de Saint Jovite, Mont-Tremblant	1904	N/A	-	5,197	2029
2221 Angrignon Boulevard, Montréal	1999	2019	88,382	-	2030
2225 Boulevard Crémazie, Montréal ¹	2001	2020	90,705	-	2032
9050 Boulevard De l'Acadie, Montréal	2004	2015	89,287	-	2030
7555 Boulevard Maurice-Duplessis, Montréal	2001	2022	54,184	-	2026
7200 Boulevard Sainte-Anne-de-Bellevue, Montréal	2001	2020	73,044	-	2026
7355 Rue Sherbrooke Quest, Montréal	1950-1959	N/A	-	5,460	2026
1554 Ave Van Horne, Outremont	1975	N/A	-	9,003	2034
49 Boulevard Gérard-D.-Lévesque, Paspébiac	1999	2013	31,334	-	2026
4500 Rue Armand-Viau, Québec City ¹	1997	2019	88,372	-	2031
5500 Boulevard des Gradins, Québec City	2002	2022	88,065	-	2033
630 Wilfrid-Hamel Boulevard, Québec City ¹	1974	2011	125,127	-	2035
1056 Boulevard Olivier-Vien, Roberval	1989	2010	24,692	-	2031
10 Boulevard Bouthillier, Rosemère	2001	2019	103,463	-	2030
245 Boulevard Rideau, Rouyn-Noranda ¹	2006	2020	77,543	-	2034
900 Boulevard Claude-Jutras, Saint-Bruno-de-Montarville	2000	2013	91,016	-	2030
500 107e Rue, Saint-Georges	1997	2019	58,867	-	2030

Property	Year Built	Year Last Renovated ³	Canadian Tire GLA (Sq. ft.)	Third Party GLA (Sq. Ft.)	Year of Expiry of Lease
3525-3535 Boul. Laframboise, Saint-Hyacinthe ¹	N/A	N/A	-	-	2033
5930 Rue Martineau, Saint-Hyacinthe	1996	2013	92,062	-	2030
170 Rue Richelieu, Saint-Jean-sur-Richelieu	1962	N/A	-	10,367	2026
991 Boulevard du Séminaire N, Saint-Jean-sur-Richelieu	2000	N/A	-	9,208	2034
855 Boulevard du Seminaire N, Saint-Jean-sur-Richelieu	2000	2015	103,766	-	2028
500 Victoria Ave, Saint-Lambert	1960	N/A	-	7,400	2034
1485 Avenue Victoria, Saint-Lambert	1980-1989	N/A	-	3,805	2026
6565 Rue Jean-Talon E, Saint-Léonard ¹	1976	2020	77,253	-	2032
980 Boulevard Vachon N, Sainte-Marie ¹	2001	2010	37,749	-	2031
1770 Boulevard Monseigneur-Langlois, Sallaberry-de-Valleyfield ¹	1998	2015	97,021	-	2041
402 Boulevard Laure, Sept-Îles	1999	2022	65,500	-	2031
280 Boulevard Fiset, Sorel	1999	2016	72,705	-	2030
1250 Boulevard Moody, Terrebonne ¹	1997	2013	99,388	-	2032
4785 Boulevard Laurier, Terrebonne	2010	2022	73,821	-	2035
70 Boulevard Frontenac E, Thetford Mines	2005	2015	57,636	-	2034
3525 Boulevard des Forges, Trois-Rivières ¹	1999	2020	98,931	-	2031
4100 Josaphat-Rancourt Boulevard, Sherbrooke	2005	2020	97,522	-	2029
1806 3rd Avenue, Val-d'Or ¹	2010	2019	116,142	-	2030
4854 Rue Sherbrooker Quest, Westmount	1950-1959	N/A	-	3,764	2026
Quebec Sub-Total			4,390,012	54,204	
New Brunswick					
384 Val D'amour Road, Atholville	1994	2019	66,000	-	2031
520 St. Peter Avenue, Bathurst ¹	1977	2010	51,807	-	2029
500 Regis Street, Dieppe ¹	1978	2011	64,814	-	2025
590 Victoria Street, Edmundston	1996	2017	36,027	-	2024
75 Two Nations Crossing, Fredericton	2008	2016	81,740	-	2028
383 Madawaska Road, Grand Falls	2001	2013	39,857	-	2032
2491 King George Highway, Miramichi	1993	2015	82,412	-	2033
345 Miramichi Road, Oromocto ²	2006	2015	53,775	-	2030
525 Pinewood Road, Riverview	2010	2010	23,460	-	2024
160 Hampton Road, Rothesay ¹	2001	2013	38,837	-	2031
400 Westmorland Road, Saint John	1997	2013	76,476	-	2029
885 Fairville Boulevard, Saint John ¹	2010	2010	58,691	-	2029
250 King Street, St. Stephen	2003	2011	38,068	-	2032
450 Rue Du Moulin, Tracadie Sheila	1998	2015	68,160	-	2029
388 Connell Street, Woodstock ¹	2001	2012	39,870	-	2024
New Brunswick Sub-Total			819,994	-	
Nova Scotia					
152 South Albion Street, Amherst ¹	1996	2011	48,852	-	2028
150 Damascus Road, Bedford	2010	2010	84,726	-	2036
1-6 New Pine Grove Road, Cookville ¹	2005	2015	68,031	-	2031
30 Lamont Terrace, Dartmouth	1991	2015	62,565	-	2027

Property	Year Built	Year Last Renovated ³	Canadian Tire GLA (Sq. ft.)	Third Party GLA (Sq. Ft.)	Year of Expiry of Lease
112 Warwick Street, Digby	2000	2021	30,931	-	2030
730 Central Avenue, Greenwood	2006	2013	53,775	-	2032
6429 Quinpool Road, Halifax	1980-1989	N/A	-	4,642	2026
5527 Spring Garden Road, Halifax	1980-1989	N/A	-	8,001	2026
796 Sackville Drive, Lower Sackville	2003	2015	52,510	-	2036
699 Westville Road, New Glasgow	1981	2015	80,403	-	2026
9212 Commercial Street, New Minas	1997	2012	56,096	-	2031
625 Reeves Street, Port Hawkesbury	1998	1998	27,449	-	2025
49 Spar Road, Sydney	2005	2012	59,779	-	2034
5130 St. Margarets Bay Road, Tantallon	2009	2009	37,208	-	2027
90 Robie Street, Truro	1995	2015	62,312	-	2031
120 Starrs Road, Yarmouth	2002	2020	77,371	-	2030
Nova Scotia Sub-Total			802,008	12,643	
Prince Edward Island					
474 Granville Street, Summerside	1999	2011	50,882	-	2035
20 Babineau Avenue, Charlottetown	2014	2022	123,322	-	2034
Prince Edward Island Sub-Total			174,204	-	
Newfoundland					
95 Columbus Drive, Carbonear	2000	2013	38,420	-	2025
27 Manitoba Drive, Clarenville	2001	2011	32,517	-	2025
4 Murphy's Square, Corner Brook ¹	2002	2021	74,486	-	2028
1 Cohen Drive, Grand Falls Windsor	2019	2019	71,677	-	2034
26 Merchant Drive, Mount Pearl ¹	2002	2013	87,909	-	2028
40 Hebron Way, St. John's	2014	2014	93,028	-	2029
50 Kelsey Drive, St. John's	2005	2018	59,743	-	2028
54 Prince Rupert Drive, Stephenville	2001	2013	31,306	-	2025
Newfoundland Sub-Total			489,086	-	
Atlantic Canada Sub-Total			2,285,292	12,643	
Total Single Tenant Properties			17,794,240	216,304	

¹Property includes a Gas Bar under a separate land lease. Each of the Gas Bars located on the Properties occupies approximately 30,000 to 40,000 square feet of land. The lease expiry of a Gas Bar Lease is typically identical to the lease expiry of the Canadian Tire store located on this property.

²Property is held by a ground lease.

³Year Last Renovated accounts for expansion, replacement, new, and remerchandised projects.

⁴A non-operating Canadian Tire retail store still subject to a lease.

Properties Anchored by a Canadian Tire Store with Additional Third Party Tenants

Property	Year Built	Year Last Renovated ¹	Canadian Tire GLA (Sq. ft.)	Other CTC Banner GLA (Sq. Ft.)	Other GLA ² (Sq. Ft.)	Major Third Party Tenant(s) ³	% Annualized Base Minimum Rent-Third Party Tenant(s) ⁴	Property Occupancy %	Year of Expiry of Canadian Tire Lease
British Columbia									
9716 Old Fort Road, Fort St. John ⁵	2020	2020	128,221	17,762	-		0%	100%	2035
1655 Leckie Road, Kelowna	1997	2009	94,822	-	2,695		9%	100%	2029
5717 Main Street, Oliver ⁵	2011	N/A	23,188	6,035	41,435	Buy-Low Foods, Desert Country Liquor Store	64%	100%	2026
2830 Bentall Street, Vancouver	2008	2012	116,011	-	65,201	Boston Pizza, Petsmart, Save-on-Foods	38%	100%	2027
8277 Ontario Street, Vancouver ⁵	2012	2019	107,163	41,581	66,915	Best Buy, Winners	33%	100%	2027
1517 Admirals Road, Victoria	2002	2012	43,283	-	6,393		24%	100%	2037
British Columbia Sub-Total			512,688	65,378	182,639				
Alberta									
6703 51 Street, Cold Lake	1993	2008	56,312	-	4,254		15%	100%	2027
1204 - 5th Street SE, High River ⁵	2015	N/A	44,158	9,984	8,320		16%	98%	2030
2720 Fairway Road S, Lethbridge	2000	2022	106,761	-	2,700		7%	100%	2035
7713 100 Avenue, Peace River ⁵	1999	2014	28,182	6,000	-		0%	100%	2027
169 Ordze Avenue, Sherwood Park ⁶	1990	2016	84,704	-	5,000		9%	100%	2027
3929 49th Avenue, St. Paul	2009	2015	44,856	-	9,871	Sobey's Liquor	33%	98%	2024

Property	Year Built	Year Last Renovated ¹	Canadian Tire GLA (Sq. ft.)	Other CTC Banner GLA (Sq. Ft.)	Other GLA ² (Sq. Ft.)	Major Third Party Tenant(s) ³	% Annualized Base Rent-Third Party Tenant(s) ⁴	Property Occupancy %	Year of Expiry of Canadian Tire Lease
4721 51st Street, Whitecourt ⁵	2002	2013	58,937	5,084	-		0%	100%	2027
Alberta Sub-Total			423,910	21,068	30,145				
Saskatchewan									
230 Centennial Drive North, Martensville ⁵	2015	N/A	48,611	8,293	15,357	Dollarama	23%	98%	2040
1811 22nd Avenue NE, Swift Current ⁵	2007	2016	56,864	22,319	3,150		7%	100%	2032
277 Broadway Street E, Yorkton	2013	N/A	94,005	-	170,531	Save-on-Foods, Shoppers Drug Mart, Value Village, Winners	90%	94%	2026
Saskatchewan Sub-Total			199,480	30,612	189,038				
Manitoba									
1041 Manitoba Avenue, Selkirk ⁵	1996	2015	59,084	22,626	-		3%	100%	2029
777 Norquay Drive, Winkler ^{5,6}	1998	2018	57,904	5,007	142,450	Shoppers Drug Mart	51%	75%	2033
1711 Kenaston Boulevard, Winnipeg	2000	2012	98,897	-	3,966		8%	100%	2028
Manitoba Sub-Total			215,885	27,633	146,416				
Yukon									
18 Chilkoot Way, Whitehorse ⁵	2007	2016	89,293	13,983	-		0%	100%	2033
Western Canada Sub-Total			1,441,256	158,674	548,237				
Nova Scotia									
133 Church Street, Antigonish ⁵	1989	2017	50,416	20,229	121,411	Canada Post, Lawtons Drugs, Dollarama, Her Majesty the Queen	70%	86%	2032

Property	Year Built	Year Last Renovated ¹	Canadian Tire GLA (Sq. ft.)	Other CTC Banner GLA (Sq. Ft.)	Other GLA ² (Sq. Ft.)	Major Third Party Tenant(s) ³	% Annualized Base Rent-Third Party Tenant(s) ⁴	Property Occupancy %	Year of Expiry of Canadian Tire Lease
130 Reserve Street, Glace Bay	1977	2012	20,419	-	1,870		28%	100%	2028
Nova Scotia Sub-Total			70,835	20,229	123,281				
Ontario									
110 Young Street, Alliston	1997	2015	66,532	-	2,451		11%	100%	2028
1060 Wilson Street W, Ancaster	2000	2016	68,951	-	-		5%	100%	2024
75 Mapleview Drive W, Barrie ⁶	2000	2014	108,619	-	7,061	The Beer Store	9%	100%	2028
20215 Chatham Street N, Blenheim	1999	2016	30,300	-	1,010		15%	100%	2026
430 Holland Street W, Bradford ⁶	2004	2017	59,942	10,000	5,140		4%	100%	2029
30 Lynden Road, Brantford ⁶	2000	2022	105,362	-	-		4%	100%	2028
55 Mountain Rd, Collingwood ^{5,6}	2004	2018	69,720	28,103	109,906	Freshco, Winners, Bed Bath & Beyond	56%	99%	2024
75 Dundas Street, Cambridge	1985	2012	46,131	-	55,235	Sobeys	60%	100%	2032
1125 Elgin Street W, Cobourg ^{5,6}	2000	2012	76,371	14,000	-		3%	100%	2026
409 Government Street, Dryden ⁵	1997	2013	35,845	5,101	-		0%	100%	2032
801 Centre Street, Espanola	1994	2010	48,724	-	1,650		14%	100%	2026
325 Arthur Street S, Elmira	2017	N/A	34,749	-	2,495		17%	100%	2032
300 Maidstone Avenue W, Essex	2004	2015	47,033	-	2,200		12%	100%	2029
950 Tower Street S, Fergus	1997	2011	36,813	-	2,412		16%	100%	2029

Property	Year Built	Year Last Renovated ¹	Canadian Tire GLA (Sq. ft.)	Other CTC Banner GLA (Sq. Ft.)	Other GLA ² (Sq. Ft.)	Major Third Party Tenant(s) ³	% Annualized Base Rent-Third Party Tenant(s) ⁴	Property Occupancy %	Year of Expiry of Canadian Tire Lease
2160 Rymal Road East, Hamilton ⁶	2016	N/A	60,827	-	-		6%	100%	2031
751-777 Upper James Street, Hamilton ⁶	1968	2022	88,983	-	37,269	Metro	34%	100%	2033
385 Fairway Road S., Kitchener	1990	2012	66,982	-	59,635	Farm Boy	53%	100%	2031
262 Erie Street S, Leamington	1977	2014	54,224	-	2,880		15%	100%	2026
500 Mitchell Road S, Listowel ⁵	1998	2018	44,910	5,274	-		6%	100%	2029
1975 Dundas Street E, London ⁶	1995	2012	98,457	-	-		4%	100%	2031
1125 Wellington Road, London ^{5,6}	1995	2020	92,009	13,066	-		0%	100%	2030
1156 Dundas Street E, Mississauga ^{5,6}	1999	2013	98,024	15,029	-		4%	100%	2031
2135 Robertson Road, Nepean ⁶	1973	2013	68,429	-	-		5%	100%	2024
17750 Yonge Street, Newmarket ⁶	1996	2011	115,431	-	-	Royal Bank of Canada	14%	100%	2032
7190 Morrison Street, Niagara Falls ⁵	1995	2020	132,955	23,777	67,774	Dollarama, Staples	44%	100%	2035
970 McKeown Avenue, North Bay	1994	2011	112,961	-	3,093		6%	100%	2029
400 Dundas Street E, Oakville ⁶	2001	2021	89,715	-	-		5%	100%	2029
441 Gibb Street, Oshawa ⁵	1999	2011	87,532	12,130	-		0%	100%	2029
1605 16th Street E, Owen Sound ^{5,6}	1997	2019	77,457	12,189	-		0%	100%	2028
5116 Highway 21, Port Elgin ⁶	2012	N/A	28,347	-	-		10%	100%	2032

Property	Year Built	Year Last Renovated ¹	Canadian Tire GLA (Sq. ft.)	Other CTC Banner GLA (Sq. Ft.)	Other GLA ² (Sq. Ft.)	Major Third Party Tenant(s) ³	% Annualized Base Rent-Third Party Tenant(s) ⁴	Property Occupancy %	Year of Expiry of Canadian Tire Lease
1050 O'Brien Road, Renfrew ⁶	2004	2013	40,604	-	-		7%	100%	2031
1029 Brodie Drive, Severn	1998	2020	125,364	28,273	170,242	Dollarama, No Frills, The Brick	48%	84%	2035
1485 Lasalle Boulevard, Sudbury	2016	N/A	113,029	-	34,855	LCBO, Pat & Mario's, The Beer Store	62%	100%	2026
1025 Lakeshore Boulevard E, Toronto ⁵	2007	2018	106,371	12,117	66,323	Farm Boy, Fika Herbal Goods, LCBO, Shoppers Drug Mart, TD Canada Trust	43%	100%	2033
1019 Sheppard Avenue E, Toronto ^{5,6}	2004	2022	150,892	-	4,775	TD Canada Trust	7%	100%	2034
4630 Sheppard Avenue E, Toronto ^{5,6}	2004	2010	99,581	10,093	-		0%	100%	2034
75 - 45th Street South, Wasaga Beach	2007	2011	54,081	-	1,918		11%	100%	2033
11 Clappison Avenue, Waterdown ^{5,6}	2007	2016	71,424	21,746	-		0%	100%	2025
656 Erb Street W, Waterloo ⁶	2007	2011	57,580	-	-		7%	100%	2037
Ontario Sub-Total			2,971,261	210,898	638,324				
Quebec									
70 Rue Simonds N, Granby ⁵	1995	2018	99,265	10,322	9,866		2%	100%	2040
1233 Autoroute Duplessis, L'Ancienne-Lorette	2003	2022	88,961	-	-		4%	100%	2030
3500 Boulevard Du Tricentenaire, Montréal ⁶	2008	2021	78,464	-	-		7%	100%	2030

Property	Year Built	Year Last Renovated ¹	Canadian Tire GLA (Sq. ft.)	Other CTC Banner GLA (Sq. Ft.)	Other GLA ² (Sq. Ft.)	Major Third Party Tenant(s) ³	% Annualized Base Rent-Third Party Tenant(s) ⁴	Property Occupancy %	Year of Expiry of Canadian Tire Lease
115 Boulevard Brien, Repentigny ^{5,6}	1996	2015	110,370	7,907	8,592	Royal Bank of Canada	11%	100%	2031
1555 Rue Trudel, Shawinigan ⁶	1999	2019	99,900	-	10,448		13%	100%	2031
40 Boulevard Norbert Morin, Sainte-Agathe-des-Monts ⁵	1987	2017	49,500	12,047	15,959		21%	94%	2032
50 de la Cité des Jeunes Boulevard, Vaudreuil ⁵	2000	2015	73,965	12,239	-		0%	100%	2029
Quebec Sub-Total			600,425	42,515	44,865				
Total			5,083,777	432,316	1,354,707				

¹Year Last Renovated accounts for expansion, replacement, new, and remerchandised projects.

²Includes third-party tenant GLA and vacant GLA.

³Tenants with a minimum threshold of annualized base minimum rent.

⁴Annualized base minimum rent effective December 31, 2022.

⁵Property includes CTC Banner(s) other than Canadian Tire.

⁶Property includes a Gas Bar under a separate land lease. Each of the Gas Bars located on the properties occupies approximately 30,000 to 40,000 square feet of land. The lease expiry of a Gas Bar Lease is typically identical to the lease expiry of the Canadian Tire store located on this property.

Properties with Third Party Tenants not Anchored by a Canadian Tire Store

Property	Year Built	Year Last Renovated ¹	Other CTC Banner GLA (Sq. Ft.)	Other GLA ² (Sq. Ft.)	Major Third Party Tenant(s) ³	% Annualized Base Rent-Third Party Tenant(s) ⁴	% Occupied (including Other CTC Banner(s) store) ⁵
British Columbia							
9600 93 Avenue, Fort St John ^{5,7}	1980	N/A	24,400	173,638	Dollarama, Montana's, Original Joe's, Staples, Winners	90%	92%
Alberta							
6703 48th Avenue, Camrose ⁵	2014	N/A	23,014	5,113		22%	100%
3214 Dunmore Road SE, Medicine Hat ⁵	2014	N/A	34,304	33,457	Bank of Montreal, Goodlife Fitness	54%	100%
Alberta Sub-Total			57,318	38,570			
Northwest Territories							
307-311 Old Airport Road, Yellowknife ¹	N/A	N/A	12,500	2,895	Tim Horton's	43%	100%
Nova Scotia							
220 Chain Lake Drive, Halifax	N/A	N/A	-	141,861	Walmart	100%	100%
Ontario							
366 Bunting Rd, St. Catharines	N/A	N/A	52,552	91,720	Goodlife Fitness, Mandarin	62%	99%
1066 Barrydowne Road, Sudbury ^{5,6}	N/A	N/A	48,487	34,835	Urban Air	40%	100%
Ontario Sub-Total			101,039	126,555			
Saskatchewan							
205 Hamilton Road, Yorkton ⁵	2014	N/A	34,621	-		0%	100%
Total			229,878	483,519			

¹Year Last Renovated accounts for expansion, replacement, new, and remerchandised projects.

²Includes third-party tenant GLA and vacant GLA.

³Tenants with a threshold of annualized base minimum rent.

⁴Annualized base minimum rent effective December 31, 2022.

⁵Property includes CTC Banner(s) other than Canadian Tire.

⁶Property includes a Gas Bar under a separate land lease that occupies approximately 30,000 to 40,000 square feet of land.

⁷Property includes a third-party gas bar under a separate land lease that occupies approximately 20,000 square feet of land.

Properties Anchored by Canadian Tire Office with Additional Third Party Tenants

Property	Year Built	Year Last Renovated	Canadian Tire Office GLA (Sq. ft.)	Other GLA ¹ (Sq. Ft.)	Major Third Party Tenant(s) ²	% Occupied (including CTC Office)	Year of Expiry of CTC Office Lease(s)
Ontario							
Canada Square ^{3,4}	1961, 1972, 1984	1975, 1987	406,959	149,096	TV Ontario	92%	2025
Total Canadian Tire Office with Additional Third Party Tenants			406,959	149,096			

¹Includes third-party tenant GLA and vacant GLA.

²Tenants with a minimum threshold of annualized base minimum rent.

³As at December 31, 2020, CT REIT owned a one-half interest in the Canada Square. The GLA above is shown at 100% level.

⁴Property is subject to a ground lease.

Industrial Properties

Property	Site Area (acres)	Ceiling Clearance (Ft.)	Number of Shipping/Receiving Doors	Year Built	Year Last Renovated	CTC GLA (Sq. Ft.)	Other GLA ¹ (Sq. Ft.)	Major Third Party Tenant(s) ²	% Occupied	Year of Expiry of Lease
Alberta										
11 Dufferin Place SE, Calgary	8	28	20	2004	N/A	-	200,915	Sleep Country and Brant Equity	100%	2027
25 Dufferin Place SE & 5500 Dufferin Boulevard SE, Calgary	26	24-40	131	2000	2018	624,669	-		100%	2044
Ontario										
8400 Healey Road, Town of Caledon	181	40	244	2016	N/A	1,400,000	-		100%	2036
Quebec										
50 Rue Dupont, Coteau-du-Lac	167	40	208	2008	N/A	1,980,165	-		100%	2040
Total Industrial Properties						4,004,834	200,915			

¹Includes third-party tenant GLA and vacant GLA.

²Tenants with a minimum threshold of annualized base minimum rent.

Development Properties

Property	Year Purchased	Type	Acres	Total GLA (Sq. Ft.)
Alberta				
Calgary - Dufferin Lands	2017	Land	5.5	N/A
Fleurimont	2022	Land	8.5	N/A
Toronto (Islington/401) ¹	2022	Land	6.9	N/A

¹Property is subject to a ground lease