DREAM GLOBAL REAL ESTATE INVESTMENT TRUST

Annual Information Form

March 24, 2016

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GLOSSARY OF TERMS

When used in this annual information form, the following terms have the meanings set forth below unless expressly indicated otherwise:

"2015 MD&A" means the management's discussion and analysis of the REIT in respect of our 2015 financial year filed on SEDAR on February 17, 2016.

"5.5% Debentures" means the 5.5% convertible unsecured subordinated debentures of the REIT due July 31, 2018.

"2007 Act" means the Luxembourg act of 13 February 2007 on specialized investment funds, as amended.

"2010 Act" means the Luxembourg act of 17 December 2010 concerning undertakings for collective investment, as amended.

"Acquisition" has the meaning given to that term under "General".

"Acquisition Properties" means income-producing properties we acquired subsequent to August 3, 2011, the date of our initial public offering.

"**AFFO**" means adjusted funds from operation, being FFO subject to certain adjustments, including: (i) amortization of financing costs, (ii) amortization of initial discount on convertible debentures, (iii) amortization of fair value adjustment of acquired debt, (iv) adjustments for any differences resulting from recognizing property revenues on a straight-line basis, (v) deferred unit compensation expense, (vi) deferred asset management fees, and (vii) non-controlling interests calculated to reflect AFFO on the same basis as the consolidated properties, and includes an estimated amount of normalized non-recoverable capital expenditures, as well as initial direct leasing costs and tenant incentives expected to be incurred based on our current portfolio and expected average leasing activity over time. Other adjustments may be made to AFFO as determined by our Trustees in their discretion. Management believes AFFO is an important measure of our economic performance and is indicative of our ability to pay distributions; however, it is not defined by IFRS, does not have a standard meaning and may not be comparable with similar measures presented by other investment trusts. See our 2015 MD&A for a reconciliation of AFFO to cash generated from operating activities.

"Adjusted Unitholders' Equity" means, at any time, the aggregate of: (a) the amount of unitholders' equity; and (b) the amount of accumulated depreciation and amortization recorded on the books and records of the REIT, its subsidiaries and the Dundee FCPs in respect of their properties, in each case calculated in accordance with IFRS.

"Administrative Services Agreement" means the amended and restated administrative services agreement dated December 12, 2011 between the REIT and certain of its Subsidiaries and DOMC, as described under "Real Estate Management and Advisory Services – Administrative Services – Administrative Services Agreement".

"affiliate" has the meaning given to that term in NI 45-106.

"AIF" means this annual information form of the REIT.

"AIFMD" means the Alternative Investment Fund Managers Directive of the European Commission.

"annuitant" means any plan of which a holder of Units acts as a Trustee or a carrier.

"Asset Management Agreement" means the asset management agreement dated August 3, 2011 between, among others, the REIT and DAM, as described under "Real Estate Management and Advisory Services – Asset Management".

"Asset Manager" means DAM, acting in its capacity as the asset manager pursuant to the Asset Management Agreement.

"Board" or **"Board of Trustees"** means the board of Trustees of the REIT.

"Business Day" means any day other than a Saturday or a Sunday on which Schedule I Canadian chartered banks are open for business in Toronto, Ontario.

"Caroline DP Leases" means the leases pertaining to the Caroline Portfolio.

"Caroline Fixtures" means Caroline Fixtures I GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) established under the laws of Germany.

"Caroline Holdings" means Caroline Holdings S.à r.l., a limited liability company (société à responsabilité limitée) established under the laws of Luxembourg.

"Caroline Portfolio" means a portfolio of approximately 1,200 properties of which the Initial Properties were a subset.

"**Caroline Properties**" means the real properties comprising the Caroline Portfolio other than the Initial Properties.

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

"CDS" means CDS Clearing and Depository Services Inc..

"Change of Control" means the acquisition by any person, or group of persons acting jointly or in concert, of voting control or direction over $66\frac{2}{3}\%$ or more of the votes attaching, collectively, to (a) outstanding REIT Units; and (b) REIT Units issuable upon the conversion or exercise in accordance with their terms of securities convertible into or carrying the right to acquire REIT Units.

"CIT" has the meaning given to that term under "Certain Non-Canadian Income Tax Considerations – Certain Material German Income and Withholding Tax Considerations".

"Class A Managers" means the members of the board of managers of Lorac appointed by Caroline Holdings.

"Class B Managers" means the members of the board of managers of Lorac appointed by us.

"Client" has the meaning given to that term under "Real Estate Management and Advisory Services – Asset Management".

"Closing" means the closing of our initial public offering and the Acquisition on August 3, 2011.

"closing market price" has the meaning given to that term under "Declaration of Trust and Description of REIT Units – Unit Redemption Right".

"Code of Conduct" has the meaning given to that term under "Trustees and Executive Officers – Governance and Board of Trustees".

"Conversion Price" means the price per Unit at which each Debenture will be convertible into Units.

"CRA" means the Canada Revenue Agency.

"CSSF" means Commission de surveillance du secteur financier of Luxembourg.

"Current Market Price" means the volume weighted average trading price of the Units on the TSX on which the Units are quoted for trading for the 20 consecutive trading days ending on the fifth trading day immediately preceding the date of the applicable event.

"Custodian" has the meaning given to that term under "Real Estate Management and Advisory Services – Administrative Services – Services Performed by the Custodian".

"Custodian Agreement" has the meaning given to that term under "Real Estate Management and Advisory Services – Administrative Services – Services Performed by the Custodian".

"DAM" means Dream Asset Management Corporation, a corporation governed by the laws of the Province of British Columbia and a Subsidiary of Dream.

"Debentureholders" means holders of Debentures.

"Debentures" means the 5.5% Debentures and any other series of convertible unsecured subordinated debentures of the REIT outstanding from time-to-time.

"Debenture Trustee" means Computershare Trust Company of Canada.

"Declaration of Trust" means the amended and restated declaration of trust of the REIT dated May 7, 2014, as amended or amended and restated from time to time, as described under "Declaration of Trust and Description of REIT Units".

"Deferred Trust Units" means deferred trust units issued pursuant to the Deferred Unit Incentive Plan.

"Deferred Unit Incentive Plan" means the deferred unit incentive plan of the REIT.

"Definitive Debentures" means Debentures in registered and definitive form.

"Depository" means CDS or its successor.

"Deutsche Post" means Deutsche Post AG.

"Deutsche Post leases" means the lease agreements between DPI and Lorac in respect of the Initial Properties.

"Deutsche Postbank" or **"Postbank"** means Deutsche Postbank AG.

"Distribution Date" means date on which the Trustees have determined that a distribution will be made by the REIT to the Unitholders.

"Distribution Record Date" means, unless otherwise determined by our Trustees, the last Business Day of each month of each year, except for the month of December where the Distribution Record Date shall be December 31.

"DOMC" means Dream Office Management Corp., a corporation governed by the laws of the Province of Ontario and a wholly-owned Subsidiary of Dream Office REIT.

"DPI" means Deutsche Post Immobilien GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) established under the laws of Germany, a wholly-owned Subsidiary of Deutsche Post.

"Dream" means Dream Unlimited Corp., a corporation governed by the laws of the Province of Ontario.

"Dream Cayman LP" means Dream Global (Cayman) LP, a limited partnership established under the laws of the Cayman Islands, of which the REIT is the sole limited partner.

"Dream Cayman LP Agreement" means the limited partnership agreement governing Dream Cayman LP, as it may be amended and/or restated from time to time.

"Dream Germany Sub-Manager" means Dream Global Advisors Germany GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) established under the laws of Germany, and a wholly-owned Subsidiary of Dream Lux Manager.

"Dream Gibraltar" means Dream Global (Gibraltar) Limited, a corporation governed by the laws of the British Territory of Gibraltar, and a wholly-owned Subsidiary of Dream Global (Cayman) LP.

"**Dream Global REIT**" or the "**REIT**" means Dream Global Real Estate Investment Trust, an unincorporated open-ended real estate investment trust formed on April 21, 2011 under the laws of the Province of Ontario.

"Dream Industrial REIT" means Dream Industrial Real Estate Investment Trust, an unincorporated, open-ended real estate investment trust governed by the laws of the Province of Ontario.

"Dream Lux Manager" means Dream Global Advisors Luxembourg S.à r.l., a limited liability company (*société à responsabilité limitée*) established under the laws of Luxembourg, and a wholly-owned Subsidiary of Dundee Lux Holdco.

"Dream Office REIT" means Dream Office Real Estate Investment Trust, an unincorporated open-ended real estate investment trust governed by the laws of the Province of Ontario.

"DRIP" means the distribution reinvestment plan of the REIT.

"DTV LP" means Dream Technology Ventures LP, a limited partnership formed under the laws of the Province of Ontario of which a wholly-owned Subsidiary of DAM is the sole general partner and DAM, Dream Office LP, Dream Global REIT, Dream Industrial LP and Dream Alternatives Master LP are the limited partners.

"Dundee FCPs" means, Lorac acting in its own name but for the account of, respectively, each of Dundee International (Luxembourg) Fund 1 FCP, Dundee International (Luxembourg) Fund 2 FCP, Dundee International (Luxembourg) Fund 3 FCP, Dundee International (Luxembourg) Fund 4 FCP, Dundee International (Luxembourg) Fund 5 FCP, Dundee International (Luxembourg) Fund 6 FCP, Dundee International (Luxembourg) Fund 7 FCP, Dundee International (Luxembourg) Fund 8 FCP, Dundee International (Luxembourg) Fund 9 FCP, Dundee International (Luxembourg) Fund 10 FCP, Dundee International (Luxembourg) Fund 11 FCP, Dundee International (Luxembourg) Fund 12 FCP, Dundee International (Luxembourg) Fund 13 FCP, Dundee International (Luxembourg) Fund 14 FCP and Dundee International (Luxembourg) Fund 15 FCP, each an FCP, the sole unitholder of which is a Dundee FCP Unitholder, and **"Dundee FCP"** means any one of the foregoing, unless the context requires the Dundee FCP to refer to the relevant Dundee FCP itself.

"Dundee FCP Unitholders" means, collectively, Dundee International (Luxembourg) Investments 1 S.à r.l., Dundee International (Luxembourg) Investments 2 S.à r.l., Dundee International (Luxembourg) Investments 3 S.à r.l., Dundee International (Luxembourg) Investments 4 S.à r.l., Dundee International (Luxembourg) Investments 5 S.à r.l., Dundee International (Luxembourg) Investments 6 S.à r.l., Dundee International (Luxembourg) Investments 7 S.à r.l., Dundee International (Luxembourg) Investments 8 S.à r.l., Dundee International (Luxembourg) Investments 9 S.à r.l., Dundee International (Luxembourg) Investments 10 S.à r.l., Dundee International (Luxembourg) Investments 11 S.à r.l., Dundee International (Luxembourg) Investments 12 S.à r.l., Dundee International (Luxembourg) Investments 13 S.à r.l., Dundee International (Luxembourg) Investments 14 S.à r.l. and Dundee International (Luxembourg) Investments 15 S.à r.l., each a limited liability company (*société à responsabilité limitée*) established under the laws of Luxembourg, and wholly-owned Subsidiaries of Dundee Lux Holdco, and **"Dundee FCP Unitholder"** means any one of the foregoing.

"Dundee Fixtures" means Dundee International (Germany) Fixtures GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) established under the laws of Germany, and a wholly-owned Subsidiary of Dundee Lux Holdco.

"Dundee Lux Holdco" means Dundee International (Luxembourg) Holdings S.à r.l., a limited liability company (*société à responsabilité limitée*) established under the laws of Luxembourg, and a wholly-owned Subsidiary of Dream Gibraltar.

"EBITDA" means earnings before interest, taxes, depreciation and amortization, as adjusted under the German tax law in respect of certain German tax matters.

"EEA" means European Economic Area.

"Event of Default" has the meaning given to it in the Trust Indenture, and includes the occurrence and continuation of any one or more of the following events with respect to the Debentures: (a) failure for 15 days to pay interest on the Debentures when due; (b) failure to pay principal or premium, if any, on the Debentures, whether at the Maturity Date, upon redemption, by declaration of acceleration or otherwise; (c) an unremedied breach of any material covenant or condition of the Trust Indenture by the REIT after a 30 day cure period following notice of such breach; or (iv) certain events of bankruptcy, insolvency or reorganization of the REIT under bankruptcy or insolvency laws.

"Exchange Agreement" means the exchange agreement dated August 5, 2011 between the REIT, Dundee Lux Holdco and LSF.

"Exchangeable Notes" means Exchangeable Notes, Series A and Exchangeable Notes, Series B, together in the aggregate principal amount of €58.6 million.

"Exchangeable Notes, Series A" means notes of Dundee Lux Holdco having the rights and attributes specified therein, including the right to exchange such notes for Units on the terms and subject to the conditions of the Exchange Agreement.

"Exchangeable Notes, Series B" means notes of Dundee Lux Holdco having the rights and attributes specified therein, including the right to exchange such notes for Units on the terms and subject to the conditions of the Exchange Agreement.

"Extraordinary Resolutions" means resolutions passed at meetings of the holders of Debentures by votes cast thereat by holders of not less than 66⅔% of the principal amount of the then outstanding Debentures present at the meeting or represented by proxy, or rendered by instruments in writing signed by the holders of not less than 66⅔% of the principal amount of the then outstanding Debentures, binding on all holders of Debentures once passed.

"Facility" has the meaning given to that term under "Indebtedness – Term Loan Credit Facility".

"FAPI" has the meaning given to that term under "Risk Factors – Tax considerations relating to FAPI may affect our financial condition".

"FCP" means a *fonds commun de placement*, an unincorporated contractual co-ownership arrangement governed under the laws of Luxembourg by its prospectus for private placement and its management regulations.

"FCP Units" means units of the Dundee FCPs.

"**FFO**" means net income in accordance with IFRS, excluding: (i) fair value adjustments on investment properties; (ii) gains (or losses) from sales of investment properties; (iii) amortization of lease incentives; (iv) fair value adjustments to financial instruments; (v) internal direct leasing costs; (vi) cash settlement on interest rate swaps; (vii) gain or loss on settlement of foreign currency contracts; and (viii) deferred income tax expense, after adjustments for equity accounted entities, joint ventures and non-controlling interests calculated to reflect FFO on the same basis as consolidated properties. FFO is a commonly used measure of performance of real estate operations; however, it is not defined by IFRS, does not have a standard meaning and may not be comparable with similar measures presented by other investment trusts. See our 2015 MD&A for a reconciliation of FFO to net income.

"Framework Agreement" means the Framework Agreement dated May 18, 2011 between DAM, the REIT, Dundee Lux Holdco, Lorac, Sub-Fund I, Caroline Holdings, Caroline Fixtures and LSF, as amended, as described under "Agreements Relating to Our Acquisition of the Initial Properties – Framework Agreement".

"GDR" means German Democratic Republic (*Deutsche Demokratische Republik*).

"German VAT" means value added tax pursuant to the German *Value Added Tax Act* (*Umsatzsteuergesetz* or *UStG)* as published on February 21, 2005, and as amended from time to time.

"GLA" means gross leasable area, but excludes gross leasable area resulting from parking space, where applicable.

"Global Debentures" means Debentures issued in the form of fully-registered global Debentures.

"GRI" means all income from a property less the amount of operating and other costs recovered from the tenants of such property pursuant to their respective leases.

"Hudson Advisors Germany" means Hudson Advisors Germany GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) established under the laws of Germany, the sub-asset manager of Hudson Advisors Lux.

"Hudson Advisors Lux" means Hudson Advisors Luxembourg S.à r.l., a limited liability company (*société à responsabilité limitée*) established under the laws of Luxembourg, the asset manager of Sub-Fund I.

"**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 Chartered Professional Accountants Canada Handbook – Accounting, as amended from time to time.

"Independent Trustees" has the meaning given to that term under "Trustees and Officers – Governance and Board of Trustees".

"Indemnified Claims" has the meaning given to that term under "Agreements Relating to Our Acquisition of the Initial Properties – Reallocation Agreement".

"Initial Properties" means the income-producing properties we acquired on August 3, 2011, as set out in Schedule B.

"Initial Term" has the meaning given to that term under "Real Estate Management and Advisory Services – Asset Management".

"Interest Payment Date" means July 31 and January 31 in each year.

"Landlord" means Lorac for the account of the Dundee FCPs.

"Liability Cap" has the meaning given to that term under "Agreements Relating to Our Acquisition of the Initial Properties – Reallocation Agreement".

"Licensed Technology" has the meaning given to it in "Real Estate Management and Advisory Services – Administrative Services – License Agreement with Dream Technology Ventures LP".

"Lorac" means Lorac Investment Management S.à r.l., a limited liability company (*société à responsabilité limitée*) established under the laws of Luxembourg, which, is owned, as to 50%, by Dundee Lux Holdco and, as to 50%, by Caroline Holdings and which, according to the Dundee FCPs and its corporate purpose, is entitled to act in its own name as management company but for the account of Lorac Sub-Fund I Investment Fund and the Dundee FCPs respectively.

"Lorac Governance Rules" means the Lorac governance rules, as described in "Agreements Relating to Our Acquisition of the Initial Properties – Lorac Shareholders' Agreement".

"Lorac Investment Fund" means Lorac acting in its own name but for the account of Lorac Investment Fund, an umbrella FCP structured as a SIF under article 71 of the 2007 Act unless the context requires to refer to Lorac Investment Fund itself.

"Lorac Share Purchase Agreement" means the share purchase agreement dated July 22, 2011 between Caroline Holdings and Dundee Lux Holdco, as described in "Agreements Relating to Our Acquisition of the Initial Properties – Lorac Share Purchase Agreement".

"Lorac Shareholders" means Dundee Lux Holdco and Caroline Holdings as described under "Agreements Relating to Our Acquisition of the Initial Properties – Lorac Shareholders' Agreement".

"Lorac Shareholders' Agreement" means the shareholders agreement dated July 22, 2011 between Dundee Lux Holdco and Caroline Holdings, as described under "Agreements Relating to Our Acquisition of the Initial Properties – Lorac Shareholders' Agreement".

"LP Units" means the units of Dream Cayman LP.

"LSF" means LSF REIT Holdings S.à r.l., a limited liability company (*société à responsabilité limitée*) established under the laws of Luxembourg.

"LS Parties" means Lorac, Sub-Fund I, Caroline Holdings, Caroline Fixtures and LSF.

"Luxembourg" means the Grand Duchy of Luxembourg.

"**Luxembourg SPV**" means a special purpose vehicle established under the laws of Luxembourg that we may use to acquire or hold our properties.

"market price" has the meaning given to that term under "Declaration of Trust and Description of REIT Units – Unit Redemption Right".

"Maturity Date" means July 31, 2018.

"MI 61-101" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

"**net operating income**" or **"NOI"** means total investment property revenue less investment property operating expenses, including the share of net rental income from investment in joint ventures. NOI is an important measure of performance used by real estate operating companies; however, it is not defined by IFRS, does not have a standard meaning and may not be comparable with similar measures presented by other investment trusts. See our 2015 MD&A for a reconciliation of NOI to net rental income.

"New Facility" has the meaning given to the term under "Indebtedness – Term Loan Credit Facility".

"New Luxembourg SPV" means a single purpose vehicle established by Dundee Lux Holdco under the laws of Luxembourg.

"NI 45-106" means National Instrument 45-106 – *Prospectus Exemptions*.

"NI 52-109" means National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*.

"NI 52-110" means National Instrument 52-110 – *Audit Committees*.

"NI 58-101" means National Instrument 58-101 – *Disclosure of Corporate Governance Practices*.

"Non-Competition Agreement" means the non-competition agreement dated August 3, 2011 between DAM and the REIT, as described under "Real Estate Management and Advisory Services – Non-Competition Agreement".

"Notes" means the promissory notes, bonds, debentures, debt securities or similar evidences of indebtedness issued by an individual, body corporate, partnership, limited partnership, joint venture, trust or unincorporated organization, the Crown or any agency or instrumentality thereof, or any other entity recognized by law, including, without limitation, Dream Cayman LP.

"OBCA" means the *Business Corporations Act* (Ontario), as amended from time to time.

"Offeror" means any person making a take-over bid for REIT Units.

"Opportunities Agreement" means the opportunities agreement dated October 4, 2012 between DAM, Dream Office REIT, the REIT and Dream Industrial REIT, as described under "Real Estate Management and Advisory Services – Opportunities Agreement".

"Owned Share" refers to a non-GAAP financial measure representing Dream Global REIT's proportionate share of the financial position and results of operations of its entire portfolio, including equity-accounted investments under the assumption that all investments in joint ventures have been proportionately consolidated. Owned Share is an important measure of performance used by management; however, it is not defined by IFRS, does not have a standard meaning and may not be comparable with similar measures presented by other investment trusts. See our 2015 MD&A for a reconciliation of the REIT's results of operations and statement of financial position.

"participants" has the meaning given to the term under "Description of the Debentures – Book-entry, Delivery and Form".

"Person" includes an individual, body corporate, partnership, limited partnership, joint venture, trust or unincorporated organization, the Crown or any agency or instrumentality thereof, or any other entity recognized by law.

"Plans" means collectively, trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered disability savings plans, tax-free savings accounts and registered education savings plans under the Tax Act.

"POBA" means Public Official Benefits Association, a South Korean pension fund.

"Property Management Agreement" means the property and facility management agreement between the Dundee FCPs and Tectareal, as described under "Real Estate Management and Advisory Services – Property Management".

"Put Date" means the date which is 30 days following the giving of notice to holders of Debentures of a Change of Control.

"Put Price" means the price equal to 101% of the principal amount of the Debentures.

"Reallocation Agreement" means the reallocation agreement dated July 22, 2011, as amended, between Lorac, Sub-Fund I and the Dundee FCPs, as described under "Agreements Relating to Our Acquisition of the Initial Properties - Reallocation Agreement".

"Reallocation Consideration" means €736 million, subject to adjustments as set out in the Reallocation Agreement.

"Record Date" means the record date for the payment of interest on the Debentures, being July 15 and January 15 in each year.

"Redemption Date" has the meaning given to that term under "Declaration of Trust and Description of REIT Units – Unit Redemption Right".

"Redemption Price" has the meaning given to that term under "Declaration of Trust and Description of REIT Units – Unit Redemption Right".

"REIT Units" means, collectively, Units and Special Trust Units.

"Related Party" means, with respect to any person, a person who is a "related party", as that term is defined in MI 61-101, as such rule may be amended from time to time (and including any successor rule or policy thereto).

"Renewal Terms" has the meaning given to that term under "Real Estate Management and Advisory Services – Asset Management".

"RETT" means German real estate transfer tax (*Grunderwerbsteuer*).

"SEDAR" means the System for Electronic Documents Analysis and Retrieval.

"Senior Indebtedness" has the meaning given to that term under "Description of the Debentures – Subordination".

"SIF" means a specialised investment fund (*Fonds d'investissement spécialisé*) under the 2007 Act.

"SIFT" means a specified investment flow-through trust or partnership for the purpose of the Tax Act.

"SIFT Rules" means the provisions of the Tax Act that apply to a SIFT, taking into account all proposed amendments to such rules.

"Special Trust Units" means units of interest in the REIT (other than Units) authorized and issued under the Declaration of Trust to a holder of securities which are exchangeable for Units, including the Exchangeable Notes.

"Subsidiary" has the meaning given to that term in NI 45-106.

"Subsidiary Securities" means the Notes or other securities of Dream Cayman LP or such other notes or securities of a Subsidiary of Dream Cayman LP as the Trustees may determine from time to time.

"Sub-Fund I" means Lorac, acting as management company in its own name but for the account of Sub-Fund I, a sub-fund of Lorac Investment Fund, an umbrella FCP structured as a SIF under article 71 of the 2007 Act unless the context is clear that Sub-Fund I refers to Sub-Fund I itself.

"Tectareal" means Tectareal Property Management GmbH.

"Tax Act" means the *Income Tax Act* (Canada), as amended from time to time, and the *Income Tax Regulations* (Canada), as amended from time to time, as applicable.

"Tax Amendments" has the meaning given to that term under "Recent Developments – Change in German Tax Law".

"Term" has the meaning given to that term under "Real Estate Management and Advisory Services – Asset Management".

"Total Put Price" means the Put Price plus accrued and unpaid interest up to but excluding the Put Date.

"Trust Indenture" means the trust indenture dated at August 3, 2011 between the REIT and the Debenture Trustee.

"Trustees" means the trustees of the REIT from time to time.

"Trust Liability" has the meaning given to that term under "Risk Factors – Unitholder liability may arise".

"TSX" means the Toronto Stock Exchange.

"Unit" means a unit representing an interest in the REIT (other than Special Trust Units) authorized and issued under the Declaration of Trust.

"Unitholders" means holders of Units, but "**unitholders**", when used in lower case type, refers to all holders of REIT Units, except where the context is clear that unitholders in lower case type refers to holders of units in a Dundee FCP or Sub-Fund I.

"Unit Interest Payment Option" means the right of the REIT to elect to issue and deliver freely-tradeable Units to the Debenture Trustee in order to raise funds to satisfy all or any part of its obligations to pay interest on the Debentures in accordance with the Trust Indenture.

“United States” means the United States of America.

GENERAL

We provide investors with the opportunity to gain exposure to commercial real estate exclusively outside of Canada. As at December 31, 2015, our portfolio consisted of approximately 13.4 million square feet of GLA of office and mixed use properties across Germany and Austria.

The REIT is an unincorporated, open-ended real estate investment trust governed by the laws of Ontario. The REIT is a "mutual fund trust" as defined in the Tax Act, but is not a "mutual fund" within the meaning of applicable Canadian securities legislation. Our head office is located at 30 Adelaide Street East, Suite 301, Toronto, Ontario, M5C 3H1.

We are exempt from the SIFT Rules as long as we comply at all times with our investment guidelines which, among other things, only permit us to invest in properties or assets located outside of Canada. We do not rely on the REIT Exception under the Tax Act in order to be exempt from the SIFT Rules. As a result, we are not subject to the same restrictions on our activities as those which apply to Canadian real estate investment trusts that do rely on the REIT Exception. This gives us flexibility in terms of the nature and scope of our investments and other activities. Because we do not own taxable Canadian property (as defined in the Tax Act), we are not subject to restrictions on the ownership of our units by non-Canadian investors.

The REIT's investment and operating activities are limited, because our operating activities are carried out by our Subsidiaries and the Dundee FCPs. The Dundee FCPs are holding vehicles for the Initial Properties we acquired in connection with our initial public offering. See "Our Structure".

For simplicity, we use terms in this AIF to refer to our investments and operations as a whole. Accordingly, in this AIF, unless the context otherwise requires, when we use terms such as "we", "us" and "our", we are referring to the REIT and its Subsidiaries and the Dundee FCPs. When we use expressions such as "our investments" or "our operations", we are referring to the investments and operations of the REIT, its Subsidiaries and the Dundee FCPs as a whole. When we use expressions such as "our properties", "our portfolio", "we own" or "we invest in" in relation to our properties, we are referring to our ownership of and investment in our properties indirectly through our Subsidiaries and, in relation to the Initial Properties, through the Dundee FCPs holding ownership interests in the Initial Properties as described in the following paragraph. When we use expressions such as "we operate", we are referring to our operations through our Subsidiaries and through the Dundee FCPs. When we refer to the "REIT", we are referring only to Dream Global Real Estate Investment Trust. When we refer to "our initial public offering", we are referring to the initial public offering of the REIT which was completed on August 3, 2011.

We hold the Initial Properties through a limited liability company called Lorac Investment Management S.à r.l., which we refer to as "Lorac". We own 50% of the voting and equity shares of Lorac. The other 50% of Lorac is held by Caroline Holdings, which is affiliated with the private equity firm with whom we dealt on our acquisition of the Initial Properties. The Initial Properties were part of a larger portfolio of properties owned by Lorac, acting on behalf of one of the funds managed by the private equity firm, which we refer to as "Sub-Fund I". Lorac, acting on behalf of Sub Fund I, continues to own other properties that we did not acquire in connection with our initial public offering.

Legal title to the Initial Properties is registered in the name of Lorac in the German land registers. Lorac holds such legal title, acting as management company in its own name but for the account of the respective Dundee FCPs. When we refer to "our acquisition" of the Initial Properties or that we "acquired" the Initial Properties, we are referring to: (i) the reallocation of all of the rights, claims and other interests and all risks and obligations of Sub-Fund I in the Initial Properties to the Dundee FCPs; (ii) our acquisition of the fixtures pertaining to the Initial Properties; and (iii) our acquisition of 50% of the voting and equity shares of Lorac (collectively, the "**Acquisition**"), as described in this AIF.

When we refer to Deutsche Post as being the lessee or the tenant of the Initial Properties, we are referring to DPI, which is a wholly-owned Subsidiary of Deutsche Post. Deutsche Post has provided a letter of support with respect to DPI and its ability to carry out its obligations under leases for the Initial Properties. See "Real Estate Portfolio".

This AIF may contain information about the German and Austrian economies or markets obtained from publicly-available sources. In addition, certain disclosure in this AIF includes information regarding key tenants that has been obtained from publicly available information. We have not independently verified any of such information.

All information in this AIF set out with respect to occupancy rates, expiry dates, average contract rent and premium of market rent over contract rent of our properties does not give effect to the rent supplement described in this AIF. Where we refer to the term "market rent", we have estimated market rent through reference to recent leasing activity in the market, leasing interest in our properties and publicly available market research.

In this AIF, references to "$", "dollars" or "Canadian dollars" are to Canadian dollars and references to "€" or "Euros" are to Euros. Amounts are stated in Canadian dollars unless otherwise indicated.

Unless otherwise specified, all information in this AIF is presented as at December 31, 2015.

FORWARD-LOOKING INFORMATION

Certain information in this AIF may constitute "forward-looking information" within the meaning of applicable securities legislation. The forward-looking information in this AIF is presented for the purpose of providing disclosure of the current expectations of our future events or results, having regard to current plans, objectives and proposals, and such information may not be appropriate for other purposes. Forward-looking information may also include information regarding our respective future plans or objectives and other information that is not comprised of historical fact. Forward-looking information is predictive in nature and depends upon or refers to future events or conditions; as such, this AIF uses words such as "may", "would", "could", "should", "will" "likely", "expect", "anticipate", "believe", "intend", "plan", "forecast", "project", "estimate" and similar expressions suggesting future outcomes or events to identify forward-looking information.

Any such forward-looking information is based on information currently available to us, and is based on assumptions and analyses made by us in light of our respective experiences and perception of historical trends, current conditions and expected future developments, as well as other factors we believe are appropriate in the circumstances, including but not limited to: that no unforeseen changes in the legislative and operating framework for our business will occur, including unforeseen changes to tax laws or governmental regulations in Canada, Germany or Austria; that we will meet our future objectives and priorities; that we will have access to adequate capital to fund our future projects and plans; that our future projects and plans will proceed as anticipated; and that future market and economic conditions will occur as expected.

However, whether actual results and developments will conform with the expectations and predictions contained in the forward-looking information is subject to a number of risks and uncertainties, many of which are beyond our control, and the effects of which can be difficult to predict. Factors that could cause actual results or events to differ materially from those described in the forward-looking information include, but are not limited to: adverse changes in general economic and market conditions in Canada, Germany or Austria; our inability to raise additional capital; our inability to execute strategic plans and meet financial obligations; risks associated with our anticipated real estate operations and investment holdings in general, including environmental risks, market risks, and risks associated with inflation, changes in interest rates and other financial exposures. For a further description of these and other factors

that could cause actual results to differ materially from the forward-looking information contained, or incorporated by reference, in this AIF, see the risk factors discussed under "Risk Factors" in this AIF.

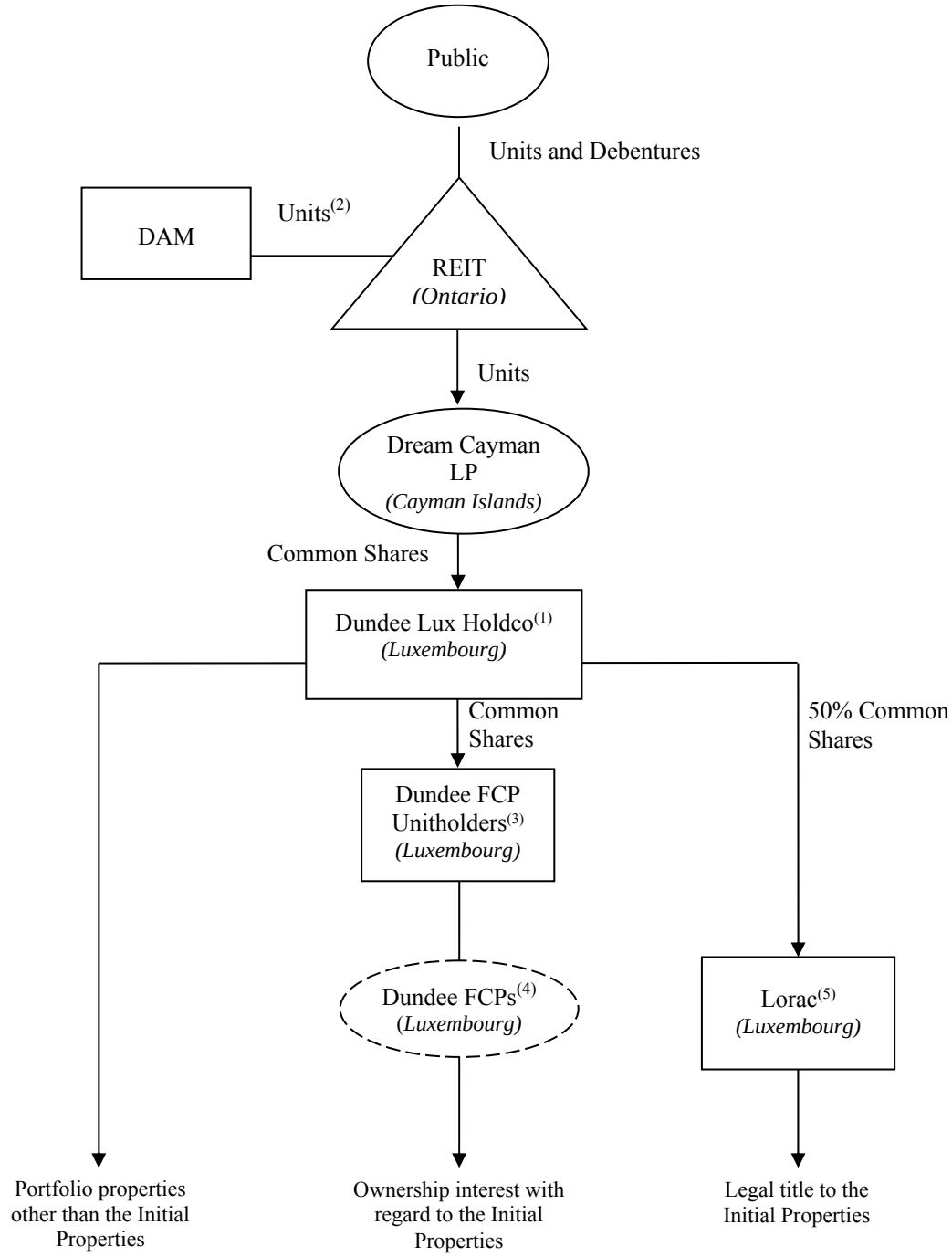
In evaluating any forward-looking information contained, or incorporated by reference, in this AIF, we caution readers not to place undue reliance on any such forward-looking information. Any forward-looking information speaks only as of the date on which it was made. Unless otherwise required by applicable securities laws, we do not intend, nor do we undertake any obligation, to update or revise any forward-looking information contained, or incorporated by reference, in this AIF to reflect subsequent information, events, results, circumstances or otherwise.

NON-GAAP MEASURES

The REIT's consolidated financial statements are prepared in accordance with IFRS. In this AIF, the REIT discloses and discusses certain non-IFRS financial measures including AFFO, FFO and net operating income, as well as other measures discussed elsewhere in this AIF. These non-IFRS measures are not defined by IFRS, do not have a standardized meaning and may not be comparable with similar measures presented by other issuers. The REIT has presented such non-IFRS measures as management believes they are relevant measures of our underlying operating performance and debt management. Non-IFRS measures should not be considered as alternatives to net income, total comprehensive income, cash flows generated from operating activities or comparable metrics determined in accordance with IFRS as indicators of the REIT's performance, liquidity, cash flow and profitability. See the Glossary of Terms for definitions of AFFO, FFO and net operating income. For a full description of these measures and, where applicable, a reconciliation to the most directly comparable measure calculated in accordance with IFRS please refer to the "Non-GAAP Measures" section in our 2015 MD&A.

OUR STRUCTURE

The following chart is a simplified illustration of our organizational structure as at December 31, 2015.



Notes:

(1) Except as noted, ownership interests below the REIT are 100%. Dundee Lux Holdco may hold interest in properties indirectly.

(2) DAM holds 2,800,000 Units representing 2.5% of our outstanding Units. DAM is our asset manager and is a subsidiary of Dream. Ned Goodman controls Dream through his ownership, directly or indirectly, of 3.2% of the outstanding subordinate voting shares of Dream and 99.1% of the outstanding common shares of Dream.

(3) There are 15 separate Dundee FCP Unitholders.

(4) There are 15 separate Dundee FCPs.

(5) Lorac also acts as the management company of the Dundee FCPs. The remaining 50% of the common shares of Lorac are held by Caroline Holdings.

Our principal Subsidiary entities are described below:

Dream Cayman LP

Dream Cayman LP is our principal Subsidiary. It is an exempt limited partnership formed under the laws of the Cayman Islands. Dream Cayman LP is authorized to issue an unlimited number of LP Units. The general partner of Dream Cayman LP, a corporation governed by the laws of the Cayman Islands, is a wholly-owned Subsidiary of the REIT. Subject to the provisions of the Dream Cayman LP Agreement, the general partner of Dream Cayman LP has all necessary powers to manage, control and operate the activities and affairs of Dream Cayman LP and to do or cause to be done any and all acts necessary, appropriate, convenient or incidental thereto. Dream Cayman LP may be dissolved or terminated only with the unanimous written consent of the general partner and the REIT.

Dundee Lux Holdco

Dundee Lux Holdco is a limited liability company established under the laws of Luxembourg. It is the primary holding company for our real estate investments in Europe. Subject to the provisions of its constating documents, the managers of Dundee Lux Holdco have all necessary powers to manage, control and operate the activities of Dundee Lux Holdco.

The Dundee FCPs

Our indirect interest in the Initial Properties is held through the Dundee FCPs. We do not use the Dundee FCPs or Lorac as acquisition vehicles or holding entities for our interests in portfolio properties other than the Initial Properties.

FCPs (*fonds commun de placement*) are undertakings for collective investment organized as mutual investment funds under the provisions of the 2010 Act. FCPs do not have a legal personality. FCPs in Luxembourg are not subject to any taxes other than a tax of 0.05% per annum of their net asset value (*taxe d'abonnement*). There is generally no withholding tax on distributions made by FCPs to their unitholders.

Under the contractual arrangement, FCPs are represented and managed by a management company, acting in its own name but for the account of the relevant FCP, that is required to always act in the exclusive interests of the FCP's unitholders pursuant to the FCP's prospectus for private placement and its management regulations.

FCPs are required to maintain a minimum net asset value of at least €1.25 million and are subject to the approval and ongoing supervision of the CSSF. FCPs are also required to designate a custodian bank, which must be a bank located in Luxembourg, or a Luxembourg branch of a bank with its registered office in another EEA member state, to safekeep the assets or securities of the FCPs. In addition, the management company may appoint a Luxembourg-based central administration agent to calculate the net asset value of the FCP, to maintain FCP's accounts, effect subscriptions, redemptions, deposits and withdrawals and manage other FCP transactions.

The Dundee FCPs were established with an initial term of 10 years, subject to renewal. Lorac acts as management company of the Dundee FCPs. Each of the Dundee FCP Unitholders holds all of the FCP Units of one of the Dundee FCPs.

In accordance with the restrictions contained in each Dundee FCP's prospectus for private placement, the Dundee FCPs will not acquire any real estate properties other than the Initial Properties unless such acquisition is of a real estate property that is related to an existing Initial Property. Furthermore, the Dundee FCPs cannot engage in any business or trade activity, such as construction and development of a real estate property, unless such construction or development is a repositioning of the Initial Properties.

GENERAL DEVELOPMENT OF THE BUSINESS

Acquisitions and Dispositions

Acquisition Highlights

Since the completion of our initial public offering on August 3, 2011, we have completed 33 office property acquisitions for approximately $2.0 billion at the REIT's share (excluding transaction costs), comprising 5.9 million square feet of office space. The table below highlights strategic acquisitions completed since January 1, 2013. Additional details on certain of our key acquisitions are set out below the table. There were no acquisitions in 2015 that would have been considered a "significant acquisition" under applicable Canadian securities laws.

Office property	Acquired GLA (sq. ft.)	Occupancy at acquisition (%)	Purchase price[(1)] ($000's)	Date acquired
Hammer Strasse 30-34, Hamburg	172,300	100	56,328	January 31, 2013
Neue Mainzer Strasse 28 (K26), Frankfurt	123,300	90	82,351	February 15, 2013
Dillwächterstrasse 5 and Tübinger Strasse 11, Munich	81,900	99	24,579	March 2, 2013
Schlossstrasse 8a-8g, Hamburg	165,200	85	42,885	March 12, 2013
ABC-Strasse 19 (ABC Bogen), Hamburg	158,400	96	93,585	March 12, 2013
Moskauer Strasse 25, 27, Düsseldorf	217,200	95	62,350	March 12, 2013
Cäcilienkloster 2, 6, 8, 10, Cologne	200,900	100	95,820	March 12, 2013
Vordernbergstrasse 6 / Heilbronner Strasse 35 (Z-UP), Stuttgart	88,600	84	38,354	March 13, 2013
Bertoldstrasse 48, 50 / Sedanstrasse 7, Freiburg	121,100	100	40,251	March 13, 2013
Lörracher Strasse 16-16a, Freiburg	56,000	100	10,699	March 13, 2013
Westendstrasse 160, 162 / Barthstrasse 24, 26, Munich	122,200	82	30,619	March 13, 2013
Am Stadtpark 2 / Bayreuther Str. 33 (Parcside), Nuremberg	94,600	99	33,308	March 13, 2013
Speicherstrasse 55 (Werfthaus), Frankfurt	151,800	100	81,113	March 14, 2013
Reichskanzler-Müller-Strasse 21, 23, 25, Mannheim	100,500	95	29,984	March 14, 2013
Löwenkontor, Berlin	258,000	95	54,960	April 30, 2013
Marsstrasse 20-22, Munich	238,700	95	86,296	June 28, 2013
Leitzstrasse 45 (Oasis III), Stuttgart	170,000	100	43,430	September 30, 2013
Feldmühleplatz 1 + 15, Düsseldorf	246,000	100	107,710	November 29, 2013
Werner-Eckert-Straße 8, 10, 12, Munich	64,735	91	22,120	February 14, 2014
My Falkenried, Hamburg	221,243	100	92,183	March 31, 2014
Liebknechtstr. 33/35, Heßbrühlstr. 7 (Officium), Stuttgart	268,034	89	68,410	July 31, 2014
Robert-Bosch-Str. 9–11 (Europahaus), Darmstadt	209,000	99	57,045	September 30, 2014
Im Mediapark 8 (Cologne Tower), Cologne	296,699	100	161,923	November 14, 2014
Millerntorplatz 1, Hamburg	374,477	88	136,136	February 6, 2015
Anger Entrée, Krämpferstrasse 2,4,6, Erfurt	131,116	96	27,481	September 4, 2015
Zimmer 56, Berlin	169,424	99	64,678	October 27, 2015
Rivergate, Vienna, Austria[(2)]	287,144	94	142,676	December 17, 2015
Total	**4,788,572**		**1,787,274**	

Note:

(1) Excludes transaction costs.

(2) Represents the REIT's 50% interest in Rivergate.

On December 17, 2015, we completed the acquisition of a 50% interest in Rivergate in Vienna, Austria for $142.7 million (excluding transaction costs). The landmark office property was acquired in a joint venture with an Asian sovereign wealth fund, comprises approximately 574,000 square feet of GLA

(287,000 square feet at the REIT's share), and as at December 31, 2015, was 94% occupied and had a weighted average remaining lease term of 7.4 years.

On October 27, 2015, we completed the acquisition of Zimmer 56 in Berlin, Germany for $64.7 million (excluding transaction costs). The property comprises approximately 170,000 square feet of GLA, and as at December 31, 2015, was 99% occupied and had a weighted average remaining lease term of 3.0 years.

On September 4, 2015, we completed the acquisition of Anger Entrée in Erfut, Germany for $27.5 million (excluding transaction costs). The property comprises approximately 131,000 square feet of GLA, and as at December 31, 2015, was 94% occupied and had a weighted average remaining lease term of 2.8 years.

On February 6, 2015, we completed the acquisition of Millerntorplatz 1 in Hamburg for $136.1 million (excluding transaction costs). The property comprises approximately 374,000 square feet of GLA, and as at December 31, 2015, was 89% occupied and had a weighted average remaining lease term of 4.4 years.

On November 14, 2014, we completed the acquisition of Cologne Tower in Cologne for $161.9 million (excluding transaction costs). The property comprises approximately 297,000 square feet of GLA, and as at December 31, 2015, was 98% occupied and had a weighted average remaining lease term of 5.3 years.

On September 30, 2014, we completed the acquisition of Europahaus in Darmstadt for $57.0 million (excluding transaction costs). The property comprises approximately 209,000 square feet of GLA, and as at December 31, 2015, was 99% occupied and had a weighted average remaining lease term of 7.5 years.

On July 31, 2014, we completed the acquisition of Officium in Stuttgart for $68.4 million (excluding transaction costs). The property comprises approximately 268,000 square feet of GLA, and as at December 31, 2015, had an occupancy rate of 92% and a weighted average remaining lease term of 3.6 years.

On March 31, 2014, we completed the acquisition of My Falkenried in Hamburg for $92.2 million (excluding transaction costs). The property comprises approximately 221,000 square feet of GLA, and as at December 31, 2015, was 99% occupied and had a weighted average remaining lease term of 2.4 years.

On February 14, 2014, we completed the acquisition of Werner-Eckert-Straße 8, 10, 12 in Munich for $22.1 million (excluding transaction costs). The property comprises approximately 65,000 square feet of GLA, and as at December 31, 2015, was 95% occupied and had a weighted average remaining lease term of 2.5 years.

On November 29, 2013, we completed the acquisition of Feldmühleplatz 1 + 15 in Düsseldorf for $107.7 million (excluding transaction costs). The property comprises approximately 246,000 square feet of GLA, and as at December 31, 2015, was fully occupied and had a weighted average remaining lease term of 5.7 years.

On September 30, 2013, we completed the acquisition of Oasis III, a property located at Leitzstrasse 45 in Stuttgart, for $43.4 million (excluding transaction costs). The property comprises approximately 170,000 square feet of GLA, and as at December 31, 2015, was fully occupied and had a weighted average remaining lease term of 3.4 years.

On June 28, 2013, we completed the acquisition of a property located at Marsstrasse 20–22 in Munich for $86.3 million (excluding transaction costs). The property comprises approximately 231,000 square feet of GLA, and as at December 31, 2015, was 98% occupied and a weighted average remaining lease term of 6.8 years.

On April 30, 2013, we completed the acquisition of Löwenkontor, a property located at Beuthstrasse 6–8 and Seydelstrasse 2 in Berlin, for $55.0 million (excluding transaction costs). The property comprises approximately 258,000 square feet of GLA, and as at December 31, 2015, had an occupancy of 99% and a weighted average remaining lease term of 6.5 years.

From March 12 to March 14, 2013, we completed the acquisition of a 1.5 million square foot portfolio of office properties in Germany for approximately $559.0 million (excluding transaction costs) from investment funds managed by SEB Asset Management GmbH. The properties are located in Germany's largest office markets, including Frankfurt, Hamburg, Munich, Düsseldorf, Cologne and Stuttgart. The SEB portfolio consists of institutional quality office assets with an average age of less than ten years. The properties are located in desirable locations in some of Germany's largest office markets, and as at December 31, 2015, had an average occupancy rate of 94% and a weighted average lease term of 4.9 years. Under applicable Canadian securities laws, the acquisition of this portfolio was considered a "significant acquisition". We filed a business acquisition report in respect of this acquisition.

On March 2, 2013, we completed the acquisition of a property located at Dillwächter Strasse 7 and Tübinger Strasse 11 in Munich, Germany, for $24.6 million (excluding acquisition costs). The property comprises approximately 82,000 square feet of GLA, and as at December 31, 2015, had an occupancy rate of 95% and a weighted average remaining lease term of 4.6 years.

On February 15, 2013, we completed the acquisition of a property located at Neue Mainzer Strasse 28 in Frankfurt, Germany, for $82.4 million (excluding acquisition costs). The property comprises approximately 123,000 square feet of GLA, and as at December 31, 2015, had an occupancy rate of 100% and a weighted average remaining lease term of 5.5 years.

On January 31, 2013, we completed the acquisition of a property located at Hammer Strasse 30 – 34 in Hamburg, Germany, for $56.3 million (excluding acquisition costs). The property comprises approximately 172,000 square feet of GLA, and as at December 31, 2015, was fully occupied and a weighted average remaining lease term of 21 years.

Dispositions

In 2015, we completed the sale of 51 investment properties for an aggregate gross sales price of approximately $110.9 million. In addition, we had a total of 12 properties under contract for sale at December 31, 2015 for an aggregate gross sales price of $32.5 million, representing the assets' approximate fair value. As at December 31, 2015, these properties were reclassified as assets held for sale on the balance sheet and excluded from the value of investment properties, as the REIT has committed to a plan of sale for these investment properties. In total, we realized a fair value loss of $1.1 million on these properties and dispositions.

In Q1 2015, we entered into a joint venture agreement with POBA pursuant to which we sold a 50% interest in Officium, an office property located at Liebknechtstrasse 33/35 and Hessbrühlstrasse 7 in Stuttgart, Germany, for a total consideration of $36.8 million.

In 2014, we completed the sale of 35 investment properties (excluding the sale of seven properties to POBA) for $130.7 million, which represented 101% of book value at the last reporting period date prior to their sale. In 2014, we entered into a long-term joint venture with POBA, a South Korean pension fund and in Q4 2014 we finalized the sale of a 50% interest in seven properties for gross proceeds of approximately $315 million at a capitalization rate of 5.3%.

In 2013, we completed the sale of 15 properties for an aggregate sales price of approximately $23.9 million. Part of the net proceeds of $14.0 million was used to reduce the balance on our term loan credit facility.

Equity Offerings

Since January 1, 2013, we have completed two public offerings of Units.

On June 6, 2013, we completed a bought deal public offering of 11,700,000 Units at a price of $10.70 per unit. On June 24, 2013, we issued an additional 1,445,000 Units at a price of $10.70 per unit pursuant to the exercise by the underwriters of a portion of their over-allotment option. The net proceeds of this offering were used to fund future acquisitions and for general trust purposes.

On March 5, 2013, we completed a bought deal public offering of 23,230,000 Units at a price of $10.90 per Unit for total gross proceeds of $253,207,000. The 23,230,000 Units included Units issued on closing as a result of the exercise by the underwriters of their over-allotment option. The net proceeds of this offering were used to partially fund the acquisition of the 1.5 million square foot portfolio of office properties from investment funds managed by SEB Asset Management GmbH referred to above and for general trust purposes.

Change in German Tax Laws

The revised "Investment Tax Act" which is applicable to all Alternative Investment Funds under the AIFMD effective as of December 24, 2013 does not contain specific rules, clarify or provide guidance regarding the taxation of foreign investment funds, such as the Dundee FCPs used in our Lorac holding structure. The German federal government passed a draft bill to fundamentally reform the Investment Tax Act (the "**Tax Amendments**") on February 24, 2016. However, the discussions with the German Bundestag and Bundesrat (German houses of parliament) are still ongoing. The Tax Amendments are expected to be passed by these houses in July 2016, but will not become effective before 2018. According to the Tax Amendments, foreign funds investing into German assets through FCPs shall be treated as quasi-corporate tax payers. However, as noted in this AIF under the heading "Certain Non-Canadian Income Tax Considerations", we have structured our affairs on the assumption that the Dundee FCP Unitholders will be subject to corporate income tax in Germany on their net rental income and capital gains from the sale of properties and have prepared our financial statements on that basis. Accordingly, although the law is still unclear, we do not believe that it will have a material impact on us. Further, we believe that the consequences of a new law with respect to us would be the same from a German corporate tax perspective, irrespective of whether it is the Dundee FCPs or the Dundee FCP Unitholders that are determined to be the taxpayer. Our Lorac holding structure is only used for the Initial Properties we acquired in connection with our initial public offering.

Normal Course Issuer Bid

On December 18, 2015, we renewed our normal course issuer bid with the Toronto Stock Exchange. The bid will remain in effect until the earlier of December 17, 2016, or the date on which we purchase the maximum number of Units permitted under the bid. Under the bid, we have the ability to purchase for cancellation up to a maximum of 11,128,923 Units (representing 10% of our public float of 111,289,235 Units at the time of entering the bid through the facilities of the TSX). Daily purchases are limited to 57,293 Units, other than purchases pursuant to applicable block purchase exceptions. To date, the REIT has not repurchased any Units under the bid.

RECENT DEVELOPMENTS

Acquisitions and Dispositions

Acquisitions

On February 3, 2016, the REIT completed the acquisition of Europa-Center, a property centrally located in Essen, Germany, for approximately $41.5 million. The multi-tenant property comprises approximately 147,000 square feet of GLA, and was 96% occupied with an average lease term of 4.2 years at the time of acquisition.

On February 29, 2016, the REIT completed the acquisition of Werner-Eckert-Strasse 14-18 in Munich, a property next to another property owned by the REIT, for approximately $23.2 million. The multi-tenant property comprises approximately 71,000 square feet of GLA, and was 96% occupied with an average lease term of 4.6 years at the time of acquisition.

Dispositions

To date in 2016, the REIT has sold four Initial Properties for aggregate sales proceeds of €3.3 million.

Current Discussions Regarding Acquisitions and Dispositions

Consistent with our past practices and in the normal course of business, we are engaged in discussions with respect to possible acquisitions of new properties and dispositions of existing properties in our portfolio. However, there can be no assurance that any of these discussions will result in a definitive agreement and, if they do, what the terms or timing of any acquisition or disposition would be. We expect to continue current discussions and actively pursue other acquisition, investment and disposition opportunities.

DESCRIPTION OF THE BUSINESS

Objectives

We are committed to:

- managing our investments to provide stable, sustainable and growing cash flows through investments in commercial real estate located outside of Canada;
- building a diversified portfolio of commercial properties;
- capitalizing on internal growth and seeking accretive acquisition opportunities in our target markets;
- increasing the value of our assets and maximizing the long-term value of our Units through the active and efficient management of our assets; and
- providing predictable cash distributions per unit, on a tax-efficient basis.

Strategy

Our core strategy to meet our objectives includes the following:

Optimizing the performance, value and long-term cash flow of our properties

We manage our properties to optimize their performance, value and long-term cash flow. We seek to do this by achieving high occupancy and rental rates. Together with our management team in Canada, we also have an established management team in Germany and Luxembourg, bringing a history with our Initial Properties, deep market knowledge and established relationships with other market participants. Leasing, capital expenditure and construction initiatives are either internally managed or overseen by us, while property management services, including general maintenance, rent collection and administration of operating expenses and tenant leases, are carried out by third-party service providers under the oversight of our internal team.

Diversifying our portfolio to mitigate risk

We continuously seek to diversify our portfolio to increase value on a per unit basis, further improve the sustainability of our distributions and enhance our tenant profile. We focus on adding high-quality tenants in the most desirable office markets in addition to increasing our overall asset base in our target markets. A key criterion when considering potential acquisitions is the multi-tenant nature of a property.

Investing in stable income-producing properties outside of Canada

When considering acquisition opportunities, we look for properties with quality tenancies and strong occupancy, and assess how these opportunities complement our properties and have the potential to create additional value. In considering future acquisitions, we intend to focus on countries with a stable business

and operating environment, a liquid market for real estate investments, a legal framework that provides adequate rights and protections for owners of property, and a manageable foreign investment regime. We will consider investment opportunities in income-producing properties that are accretive, provide stable, sustainable and growing cash flows, and enable us to realize synergies within our portfolio of properties. The execution of this strategy will be continuously reviewed and will also include dispositions of properties and optimizing our capital structure.

Maintaining and strengthening a conservative financial profile

We operate our investments in a disciplined manner, with a focus on financial analysis and balance sheet management to ensure we maintain a prudent capital structure and conservative financial profile. We intend to generate stable cash flows sufficient to fund our distributions while maintaining a conservative debt ratio. Our preference will be to stagger our debt maturities to mitigate our interest rate risk and limit refinancing exposure in any particular period. We have also implemented a foreign exchange hedging strategy to provide greater certainty regarding the payment of distributions to unitholders and interest to debenture holders.

Principal Market and Competitive Conditions

German economy

Germany has established itself as a key location for production sites and is a country with a favourable business environment. Similar to Canada, Germany is a country with a history of political, legal and financial stability and provides an attractive climate for long-term investment.

Recent developments

Overall, the German economy continues to be the main driving force of Europe and benefits from a robust labour market. The most important drivers of growth in 2015 were domestic consumption and public sector spending. Germany's unemployment rate of 4.5%[(1)] at the end of December 2015 remains among the lowest in the European Union. German gross domestic product ("**GDP**") grew by 1.7%[(2)] in 2015, largely driven by consumer spending, and 2015 inflation remained fairly low, mostly as a result of the decline in energy costs.

Economic impact on the German real estate sector

Germany remains one of the most highly sought-after real estate investment markets in Europe, benefiting from strong local and international investor demand. In 2015, the total investment volume for commercial real estate increased for the sixth time in as many years, reaching €55 billion.[(3)] This represented an increase of 40%[(3)] compared to the investment volume in 2014. With €8 billion[(1)] in investments in Berlin alone, investments in Germany's capital were the highest ever seen in any German city. Another trend in 2015 was the rising investment volume outside of the "Big 7" office markets. €24 billion[(3)] were invested in markets outside of the seven key markets. International investors continued to show a strong interest in German commercial real estate, accounting for over half of the investment volume in 2015.[(3)]

The underlying fundamentals in the office sector remain strong with overall net absorption of office space continuing to be positive across the Big 7 office markets. The average vacancy rate in the Big 7 office markets further declined in Q4 2015, resulting in a 120 basis point decline from 7.6% at the end of 2014 to 6.4%[(4)] at December 31, 2015, and reaching its lowest level since 2002.

(1) ILO labour market statistics overview, Destatis – Germany's Federal Statistical Office.

(2) Deutsche Bundesbank – the central bank of the Federal Republic of Germany.

(3) JLL Investment Market Overview Q4 2015.

(4) JLL Office Market Overview Q4 2015.

Competitive Conditions

A description of additional competitive conditions relevant to our business is set out in our 2015 MD&A under "Risks and Our Strategy to Manage – Competition". The disclosure in that section is incorporated by reference into this AIF.

REAL ESTATE PORTFOLIO

Overview of Our Properties

As at December 31, 2015, our assets consisted of a portfolio of 208 properties, comprising approximately 13.4 million square feet of GLA located in Germany and Austria, including nine properties held within joint ventures of which Dream Global REIT retained a 50% ownership interest, and excluding 12 assets that were held for sale. Our properties are strategically located in major city and town centres, often on a central square in close proximity to the main train station and/or bus station. The locations typically provide excellent visibility, access to a major street and proximity to a transportation hub and city centre pedestrian/shopping areas.

Throughout this document, we make reference to the following two asset categories:

Initial Properties

As at December 31, 2015, this category included 175 properties (excluding assets held for sale). The assets can be characterized as national and regional administration offices, mixed-use retail and distribution properties, and regional logistics headquarters of Deutsche Post as well as other third-party tenants, including Postbank as well as municipal and state government agencies. The properties are generally strategically located near central train stations and main retail areas and are easily accessible by public transportation.

Acquisition Properties

As at December 31, 2015, this category included 33 office properties, which were acquired since our initial public offering in 2011. 32 of the 33 properties are located in cities across Germany. A 50% interest in eight of these 32 properties is jointly owned with POBA, a South Korean pension fund. In addition, one property is located in Vienna, Austria, which is jointly owned with an Asian sovereign wealth fund. In comparison to the Initial Properties, the Acquisition Properties are generally larger, newer or recently refurbished, multi-tenant buildings.

The majority of our portfolio is concentrated in Germany's largest office markets:

Geographic composition of portfolio[1]	Total GLA (sq.	Total GLA (%)	Total GRI (%)
Berlin	1,026,269	8	11
Cologne	907,794	7	10
Düsseldorf	1,691,742	13	13
Frankfurt	966,192	7	9
Hamburg	1,590,603	12	17
Hannover	602,959	4	3
Munich	554,957	4	7
Nuremberg	536,427	4	5
Stuttgart	496,848	4	5
Other	5,054,378	37	20
Total	13,428,169	100	100

(1) Reflects the REIT's Owned Share.

A comprehensive list of all of our properties as of December 31, 2015 is attached to this AIF as Schedule B.

Tenant Overview

Through our active acquisitions, dispositions and leasing program, we continue to focus on the diversification of our tenant base. The table below highlights the diversification away from the single-tenant nature of our Initial Properties. At the end of Q4 2015, Deutsche Post's GRI was approximately 22.4% of the REIT's overall occupied and committed GRI, down from 29.5% at the end of 2014.

Tenant composition[1]	Total annualized GRI (%)	Credit rating[2][3]
Deutsche Post	22.4	BBB+
Freshfields Bruckhaus Deringer	3.4	n/a
ERGO Direkt Lebensversicherungs AG	3.0	AA-
City of Hamburg	2.8	AAA
Deutsche Rentenversicherung Knappschaft Bahn-See	2.0	n/a
BNP Paribas Fortis SA/NV	1.9	A+
CinemaxX Entertainment GmbH & Co. KG	1.5	n/a
Google Germany GmbY	1.5	AA
Deutsche Postbank AG	1.5	BBB+
Maersk Deutschland A/S & Co. KG	1.3	BBB+
Other third-party tenants	58.7	n/a
Total	100.0	

(1) Reflects the REIT's Owned Share.

(2) Source: Standard & Poor's, Fitch.

(3) n/a means not applicable.

Deutsche Post

Deutsche Post is an integral part of the German economy and continues to be an important part of day-to-day life in Germany. Through its acquisition of DHL in 2002, Deutsche Post DHL has become a global logistics market leader. It employs approximately 480,000 people in more than 220 countries and territories.[1] As the only provider of universal postal services in Germany, Deutsche Post must provide certain minimum levels of service to German residents.

Some of the space leased to Deutsche Post is occupied by Postbank, a public company controlled by Deutsche Bank. Postbank offers retail financial services in its branches within Deutsche Post's network, which generates increased traffic through the postal services offered in those branches. As at December 31, 2015, our portfolio featured approximately 117 Postbank branches, allowing for the delivery of integrated financial and postal services. Leases for 28 Postbank branches are direct leases. Postbank branches are typically located at ground level with a view to attracting a high volume of retail and business customers seeking financial or postal services.

Freshfields Bruckhaus Deringer ("Freshfields")

Freshfields is the second largest tenant in our portfolio as measured by GRI. Freshfields is an international law firm with offices in Europe, Asia, North America and the Middle East.[2] Freshfields occupies 71% of the space in our property located at Feldmühleplatz 1 and generated approximately 3.4% of the REIT's overall GRI as at December 31, 2015.

ERGO Direkt Lebensversicherungs AG ("ERGO")

ERGO is the third largest tenant in our portfolio as measured by GRI. With approximately 43,000 employees in over 30 countries, ERGO is one of the largest insurance companies in Germany.[3] ERGO, which belongs to the Munich RE group of companies, occupies the entire space in our property located at Karl-Martell-Strasse 60 in Nuremberg, and generated approximately 3.0% of the REIT's overall GRI as at December 31, 2015.

City of Hamburg

The City of Hamburg, Germany's second largest municipality with a population of 1.7 million[4] is one of the 16 federal states of Germany and is considered the economic centre of northern Germany. The City of

Hamburg occupies approximately 15% of the space in our property at Millerntorplatz 1, 9% of the space in our property at Schlossstrasse 8, and, starting in November 2016, it will occupy the entire space at our property located at Hammer Strasse 30–34. Including the annualized GRI from the lease at Hammer Strasse 30–34, the City of Hamburg will contribute approximately 2.8% to the REIT's overall GRI based on total GRI as at December 31, 2015.

Deutsche Rentenversicherung Knappschaft Bahn-See ("Deutsche Rentenversicherung")

Deutsche Rentenversicherung is Germany's state pension fund covering over 50 million people. About €266 billion was paid to recipients in 2014 alone.(5) Deutsche Rentenversicherung occupies approximately 38% of the space in our property located at Millerntorplatz 1 in Hamburg, and generated approximately 2.0% of the REIT's overall GRI as at December 31, 2015.

BNP Paribas Fortis SA/NV ("BNP Paribas Fortis")

BNP Paribas Fortis is a financial services provider, offering services to private and professional clients, corporate clients and public entities through a number of networks.(6) The company, which is deeply rooted in Belgium's economy, occupies approximately 55% of the space in Cäcilienkloster in Cologne as well as 8% in Z-UP in Stuttgart and generated approximately 1.9% of the REIT's overall GRI as at December 31, 2015.

CinemaxX Entertainment GmbH & Co. KG ("CinemaxX")

CinemaxX is a well-known cinema chain in Germany and Denmark with 33 cinemas and 2,000 employees.(7) CinemaxX occupies approximately 62% of the GLA in our property located at Bertoldstrasse 48/Sedanstrasse 7 in Freiburg and generated approximately 1.5% of the REIT's overall GRI as at December 31, 2015.

Google Germany GmbH ("Google")

Google is an American multinational corporation specializing in internet-related services and products and employs over 40,000 people worldwide.(8) Google Hamburg is the company's commercial headquarters for Germany, Austria, Switzerland and the Nordics and occupies approximately 88% of the GLA in ABC Bogen, our property located in the heart of Hamburg at ABC Strasse 19. Google generated approximately 1.5% of the REIT's overall GRI as at December 31, 2015.

Deutsche Postbank AG ("Postbank")

Postbank is one of Germany's largest financial service providers with approximately 14 million clients, 15,000 employees and total assets of approximately €152 billion. Postbank mainly focuses on private customers and small to medium-sized companies and has the densest branch network of any bank in Germany with 1,100 of its own branches and 4,500 Deutsche Post partner branches as well as 700 Postbank advisory centres.(9) As at December 31, 2015, Postbank generated approximately 1.5% of the REIT's overall GRI.

Maersk Deutschland A/S & Co. KG ("Maersk")

Maersk is one of the world's largest shipping companies and operates in approximately 130 countries. Through its various divisions, the group employs approximately 89,000 people and generated over US$40 billion in revenues in 2015.(10) Maersk occupies approximately 61% of the GLA in Humboldt House, our property located at Am Sandtorkai 37 in Hamburg. Maersk generated approximately 1.3% of the REIT's overall GRI as at December 31, 2015. The lease contract with Maersk expired on December 31, 2015. To date, we have leased approximately 37,500 square feet of space to three separate tenants, or 55% of the expiring space, for a weighted average lease term of 5.5 years.

(1) As disclosed at Deutsche Post DHL's website at www.dpdhl.com

(2) As disclosed at Freshfields' website at www.freshfields.com

(3) As disclosed at ERGO's website at www.ergo.com

(4) As disclosed at the City of Hamburg's website www.hamburg.de

(5) As disclosed at Deutsche Rentenversicherung's website at www.deutsche-rentenversicherung.de

(6) As disclosed at BNP Paribas' website at www.bnpparibas.com

(7) As disclosed at CinemaxX's website at www.cinemaxx.com

(8) As disclosed at Google's website at www.google.com and www.google.ca/about/careers/locations/hamburg

(9) As disclosed at Deutsche Postbank AG's website at www.postbank.com

(10) As disclosed at Maersk's website at www.maersk.com

Deutsche Post Leases

The leases with Deutsche Post, which primarily expire on June 30, 2018 (many of which provide Deutsche Post with an option to extend the term until June 30, 2023) and contractual extensions described below comprise approximately 37.7% of the portfolio's GLA and account for approximately 22.4% of the portfolio's GRI.

Below is a detailed expiry schedule for all Deutsche Post leases within our Initial Properties:

	Total GLA (sq. ft.)
Deutsche Post lease expiries	
Q4 2015	8,958
2016	13,222
2017	164,911
2018	3,655,643
2019	617,372
2020	527,425
2021	57,890
2022	6,376
2023	5,745
Total Deutsche Post lease expiries	5,057,542

Rent adjustment

The rents under the Deutsche Post leases are subject to automatic adjustments (up or down) in relation to the German CPI. If the CPI for Germany changes by more than 4.3 index points as compared to the index at the commencement of the applicable lease or the previous rent adjustment, the rent payable under the Deutsche Post leases is automatically adjusted by 100% of the index change, with effect as of the time of the index change. Based on the index at the last CPI adjustment date, the index will have to exceed 107.2 index points before the next adjustment will become effective. CPI numbers from December 2015 indicate that the CPI has reached 107.0 index points. German inflation rates remained fairly low in 2015, largely as a result of the decline in energy costs.

Termination rights

In general, the Deutsche Post leases have a fixed term of 10 years, expiring on June 30, 2018. These leases entitled Deutsche Post to terminate space in 2012, 2014 and 2016, subject to certain limitations and requirements. The rights of Deutsche Post to terminate a lease are limited by various tests that apply collectively to the Deutsche Post leases and the leases in respect of the remaining properties forming the portfolio the vendor of the Initial Properties acquired from Deutsche Post in July 2008 (the "**Caroline DP Leases**"), considered as a whole.

In addition, by June 30, 2017, Deutsche Post is required to provide the REIT with a list of Deutsche Post leases and/or Caroline DP Leases for which the term of such lease shall be extended for two additional years. This list must amount to at least 33.33% of the total reference rent of all Deutsche Post leases and Caroline DP Leases, considered as a whole, which at the beginning of the lease had no termination options. With the contractual extension, the REIT will receive a continuation of income of at least 8% of the reference rent (equivalent of 265,100 square feet of space) pertaining to the Deutsche Post leases that are scheduled to expire in 2018 for the additional two years, which are reflected in the 2020 lease expiries in the table above.

2012 termination rights

One of the opportunities that Deutsche Post terminations afforded the REIT is the ability to take advantage of the large blocks of contiguous vacant space the tenant left, making the terminated space more attractive for re-leasing to some prospective tenants. When combined with higher rents that we

generally achieve on the terminated space, we see this reflected in the overall performance of the terminated properties. On July 1, 2012, Deutsche Post terminated a total of approximately 1.1 million square feet of space of which approximately 203,000 square feet were either extended by Deutsche Post or re-leased to Postbank. Through our leasing efforts, as of December 31, 2015, we have been able to successfully replace approximately 86%[(1)] of the GRI generated by the terminated properties prior to the 2012 terminations.

(1) Compared to GRI of the terminated properties as of Q2 2012, excluding properties sold or held for sale. GRI as of December 31, 2015 includes in-place leases and leases committed for future occupancy.

2014 termination rights

On July 1, 2014, Deutsche Post terminated a total of approximately 1,757,000 square feet of space of which approximately 1,493,000 square feet were either extended by Deutsche Post or re-leased to Postbank. Lease extensions with Deutsche Post as well as third-party leases for 2014 terminated buildings have replaced approximately 77%[(1)] of the GRI generated from the 2014 terminated properties as at December 31, 2015.

(1) Compared to GRI of the terminated properties as of Q2 2014, excluding properties sold or held for sale. GRI as of December 31, 2015 includes in-place leases and leases committed for future occupancy.

2016 termination rights

Excluding dispositions and assets held for sale, Deutsche Post had the right to terminate up to approximately 392,600 square feet in 16 properties effective as at June 30, 2016. We retained Deutsche Post in 14 of the 16 properties, or 342,049 square feet of space, retaining 84% of the GRI with respect to the terminated space. Lease negotiations with Deutsche Post resulted in the renewal of space in eight assets, in addition to the tenant not exercising their termination rights in six assets. Deutsche Post exercised their termination right with respect to two assets for 24,526 square feet.

	Number of assets	Total GLA (sq. ft.)
1-year renewal[(1)]	1	135,766
3-year renewal	3	57,806
5-year renewal	4	57,310
2016 renewals	8	250,882
No termination exercised	6	91,167
Subtotal of space retained	14	342,049
Termination notice exercised	2	24,526
Space subleased to Postbank		26,011
Total	16	392,586

(1) This property located in Hamburg will be a redevelopment site once Deutsche Post vacates the space. The REIT is working on rezoning plans for a multi-use project.

In the fourth quarter of 2015, we signed eight leases with Postbank, retaining them as a tenant in the entire 26,011 square feet of space they originally subleased from Deutsche Post, in addition to approximately 7,100 square feet of space in two properties for which Deutsche Post exercised termination notices. With the signing of these leases, the GRI retention rate pertaining to the 2016 terminations increased to approximately 99% as at December 31, 2015.

Certain German Legal Matters Relating to Initial Properties

Title to the Initial Properties is subject to customary encumbrances, such as easements, encroachments, zoning laws and restrictive covenants which are typical for commercial real estate properties of this type, size and age. The majority of the Initial Properties are subject to easements providing customary rights to utility lines, telecommunication cables, water pipes, rights-of-way and similar rights in favour of public authorities, utility companies or private parties. In some cases, there are limited personal easements in favour of the German National Railway to allow railway installations and operations. In one case an easement restricts the use of the Initial Property to a postal office.

Two of the Initial Properties are subject to pre-emptive rights or rights of first refusal in the event of subsequent sales of the affected properties. One of the Initial Properties is subject to an option to purchase in favour of Deutsche Post. In addition to these encumbrances, certain of the Initial Properties are located in urban refurbishment, redevelopment or reallocation areas in which the sale, leasing and encumbrance of such Initial Properties requires the approval of the competent public authority. Such approval may be necessary for the granting of the first mortgages. We obtained an undertaking from Sub-Fund I to obtain all required public authority approvals for the execution or renewal of certain leases in Initial Properties which are located in an urban refurbishment, redevelopment or reallocation area where prior approval was not previously obtained.

Certain of the Initial Properties are located in areas designated as "Public Facilities Area for Postal Services" ("*Gemeinbedarfsfläche Post*") in a land-use plan (*Bebauungsplan*), which restricts the use of these properties to postal services. Any change of such use will only be permitted if the applicable public authority re-zones the land or waives the restrictive designation. We understand that many of the centrally located Initial Properties have also received specific permits which provide Deutsche Post with 24 hour truck access, including on Sundays and public holidays. Certain of the Initial Properties are also subject to German monument protection laws, which are similar to historic designations and oblige the owner of such building to take into account reasonable measures of conservation and maintenance of the affected buildings.

Overall, we do not believe that these encumbrances, rights or restrictions are of a material nature.

ASSESSMENTS OF THE PROPERTIES

Environmental Assessments

Environmental laws and regulations provide a range of potential liabilities, including potentially significant penalties, and potential liability for the costs of removal or remediation of certain hazardous or toxic substances released on, to, in or from our properties or disposed of in any other location. The presence of such substances, if any, may also adversely affect our ability to sell or redevelop such real estate or to borrow using such real estate as collateral, and could potentially also result in claims by private plaintiffs.

Environmental site assessments of each of the properties have previously been performed by independent consultants from time to time as necessary. For instance, such assessments are performed prior to the acquisition of any real property to identify actual or potential site contamination and non-compliance with environmental laws and regulations. The assessments are based on a review of available historical and current records, particularly in the public register of contaminated land (*Altlastenkataster)*, interviews with available site personnel and a visual inspection of the relevant property. A Preliminary Environmental site assessment (Phase I) is a limited review and evaluation of the environmental condition of a property which does not involve intrusive investigation, such as soil or groundwater sampling, unless required by a consultant. When a Phase I environmental site assessment identifies any substantial potential issues, including non-compliance with material environmental laws or regulations, further assessment is carried out including, in some cases, Phase II site assessments which involve intrusive investigation, such as soil and groundwater sampling and analysis.

We believe that the current estimated cost of remediation or capital expenditures with respect to actual or potential environmental conditions would not have a material adverse effect on our results of operations, business, prospects and financial condition.

We have policies and procedures in place to review and monitor environmental matters relating to our properties, and the Governance, Compensation and Environmental Committee of our Board has oversight

over these matters. Our operating policies require us to conduct a Phase I environmental audit of real properties proposed to be acquired by us, subject to certain limited exceptions. We will continue to make appropriate capital and operating expenditures to ensure compliance with environmental laws and regulations.

We have a comprehensive environmental impairment liability insurance policy covering our properties which will reduce our exposure to any unforeseen incidents or historical issues.

Property Condition Assessments

Our properties have been the subject of certain property condition assessment reports. Property condition assessment reports are prepared for the properties from time to time as necessary for the purpose of assessing and documenting the existing conditions of each building and major building operating components and systems forming part of the properties. Property condition assessments are performed prior to the acquisition of any real property to catalogue ongoing repairs, maintenance and replacements of capital items in respect of the properties, and also to identify and quantify major defects in materials or systems which would likely necessitate capital expenditures over the next ten years.

As part of our annual asset review program, we will monitor the appropriate level of repairs and maintenance and capital expenditures to ensure that the properties remain competitive. We intend to manage capital expenditures prudently and maintain the physical improvements of the properties in good condition. We will also expend capital on upgrades where appropriate, especially if we believe such spending will accelerate lease-up of vacant space and assist in the retention of expiring tenants.

INDEBTEDNESS

For the year ended December 31, 2015, our interest coverage ratio was 3.08 times. This ratio is calculated by dividing (i) net rental income plus interest and other income, less general and administrative expenses and portfolio management expenses by (ii) interest expense on total debt. As at the same date, our variable rate indebtedness was approximately 26% of our total debt. For more information, see page 19 of our 2015 MD&A.

Term Loan Credit Facility

Concurrent with the closing of our initial public offering, we obtained a term loan credit facility (the "**Facility**") from a syndicate of German and French banks. On December 14, 2015, we successfully refinanced the Facility with a new, interest-only facility with a major U.S. financial institution (the "**New Facility**") for gross proceeds of $369.5 million (€244.1 million) and fully repaid and discharged the remaining outstanding balance under the Facility. The New Facility has a term of five years and a variable interest rate calculated and payable quarterly at a rate equal to the aggregate of the three-month EURIBOR plus a margin of 225 basis points. Pursuant to the requirement of the New Facility, we purchased EURIBOR interest rate caps with a weighted average strike rate of 1.03% to cover 95% of the New Facility. Costs relating to the New Facility were $11.6 million (€7.7 million). In connection with the refinancing, the REIT incurred an interest rate swap debt settlement cost of $5.4 million (€3.6 million) relating to the Facility, which is non-recurring in nature and equates to less than the amount of interest savings pertaining to the New Facility for one year.

As at December 31, 2015, the weighted average rate of the New Facility was 2.25%. Including financing costs, the effective interest rate under the New Facility was 3.01%.

Under the New Facility, we are required, at each interest payment date and each date of prepayment of the New Facility, to maintain an interest coverage ratio of at least 2.35 times and a loan-to-value ratio not exceeding 60%.

Under the New Facility, there are no prepayment fees on property dispositions for up to 25% of the portfolio value within the first two years of the loan and up to 40% of the portfolio value during the term

of the loan. On property dispositions, 110% of the loan amount allocated to the disposed property has to be repaid. The prepayment amount exceeding the established thresholds for property dispositions within the first two years of the loan is subject to a prepayment fee equal to a yield maintenance fee. Commencing in year 3, a prepayment fee of 2.0% is payable, which subsequently drops to 1.5% in year 4, and no prepayment fee is payable in the final year of the New Facility.

Revolving Credit Facility

On October 10, 2013, the REIT entered into a credit agreement with a Canadian bank to provide a revolving credit facility not to exceed €25 million. The interest rate on Canadian dollar advances is prime plus 200 basis points and/or bankers' acceptance rates plus 300 basis points. The interest rate for euro advances is 300 basis points over the three-month EURIBOR rate. On August 14, 2014, the REIT increased the revolving credit facility to €50 million and on April 1, 2015 further increased it to €75 million.

On November 20, 2015, the REIT obtained lender approval to increase the principal amount of the revolving credit facility from €75 million to €100 million, with no change in the covenants or interest rate spreads. In addition to the additional capacity, the term was extended by one year to September 25, 2017. As at December 31, 2015, there was a drawn balance of $29.9 million (€19.9 million) on the revolving credit facility. There was also an undrawn letter of credit commitment for €1.2 million against the facility at December 31, 2015.

Convertible Debentures

As at December 31, 2015, the total principal amount of Debentures outstanding was $161 million, convertible into an aggregate of 12,384,619 Units. The Debentures bear interest at 5.5% per annum, are payable semi-annually on July 31 and January 31 each year, and mature on July 31, 2018. Each $1,000 principal amount of the Debentures is convertible at any time by the holder into 76.9231 Units, representing a conversion price of $13.00 per unit. On or after August 31, 2014, and prior to August 31, 2016, the Debentures may be redeemed by the REIT, in whole or in part, at a price equal to the principal amount plus accrued and unpaid interest on not more than 60 days' and not less than 30 days' prior written notice, provided the weighted average trading price for the Units for the 20 consecutive trading days, ending on the fifth trading day immediately preceding the date on which notice of redemption is given, is not less than 125% of the conversion price. On or after August 31, 2016, and prior to July 31, 2018, the maturity date, the Debentures may be redeemed by the REIT at a price equal to the principal amount plus accrued and unpaid interest.

The conversion feature of the Debentures is remeasured in each reporting period to fair value, with changes in fair value recorded in comprehensive income. The REIT recorded a fair value loss of $3.0 million for the three-month period, and a fair value gain of $0.1 million for the twelve-month period ended December 31, 2015, attributed to the conversion feature.

The table below highlights our debt maturity profile:

	Debt maturities	Scheduled principal repayments on non-matured debt	Total
2016	$ 41,117	$ 18,229	$ 59,346
2017	56,998	17,520	74,518
2018	337,453[2]	14,218	351,671
2019	32,955	13,251	46,206
2020	567,504	10,949	578,453
2021 and thereafter	550,438	18,772	569,210
	$ 1,586,465	$ 92,939	1,679,404
Acquisition date fair value adjustments			(3,527)
Financing costs			(27,910)
Total[1]			$ 1,647,967

(1) Includes the REIT's share of mortgages related to the joint ventures.

(2) Includes $161 million of convertible debentures.

Additional Financing

We may seek additional financing with one or more financial institutions from time to time. Such financing will be used for general trust purposes, which may include the funding of our operations or future property acquisitions.

Currency Hedging Arrangements

Given that substantially all of our investments and operations are conducted in currencies other than Canadian dollars and that we will pay distributions and interest payments to Unitholders and Debentureholders, respectively, in Canadian dollars, we intend to implement active hedging programs in order to offset the risk of revenue losses and provide more certainty regarding the payment of distributions to Unitholders and interest to Debentureholders. We have entered into currency hedging arrangements with an arm's length counterparty pursuant to which the counterparty has agreed to exchange Euros for Canadian dollars on a monthly basis at an agreed exchange rate. Our Executive Committee will assess our currency hedging strategy from time to time and make recommendations to the Board of Trustees.

At December 31, 2015, we had various currency forward contracts in place to sell euros for Canadian dollars for the next 36 months. On settlement of a contract, we realize a gain or loss on the difference between the forward rate and the spot rate. At December 31, 2015, the REIT had foreign exchange forward contracts to sell €163.9 million in total from January 2016 to December 2018 at an average exchange rate of $1.450 per euro. Subsequent to December 31, 2015, we increased the forward contracts in place for the period starting in February 2018 until December 2019.

TRUSTEES AND OFFICERS

Trustees and Officers

Pursuant to the Declaration of Trust, Dream Global REIT may have between five and 12 Trustees at any given time, a majority of whom must be resident Canadians. As at March 24, 2016, Dream Global REIT has seven Trustees.

The Trustees are elected by unitholders of the REIT at each annual meeting of unitholders for a term expiring at the conclusion of the next annual meeting or until their respective successors are elected or appointed and will be eligible for re-election. A Trustee appointed by the Trustees between meetings of unitholders or to fill a vacancy will be appointed for a term expiring at the conclusion of the next annual meeting of our unitholders or until his or her successor is elected or appointed and will be eligible for election or re-election. The nominees for election as Trustees will be determined by the Governance, Compensation and Environmental Committee in accordance with the provisions of the Declaration of

Trust and the charter of the Governance, Compensation and Environmental Committee and will be included in the proxy-related materials to be sent to unitholders prior to each annual meeting.

Our Declaration of Trust provides that a Trustee may resign upon written notice to us and a Trustee may be removed with or without cause by a majority of the votes cast at a meeting of unitholders called for that purpose or with cause by two-thirds of the remaining Trustees.

The following table sets forth, as at March 24, 2016, the name, province or state and country of residence, position with Dream Global REIT and principal occupation for each of our Trustees and executive officers.

Name, Province or State and Country of Residence	Position/Title	Independent	Principal Occupation
Dr. R. Sacha Bhatia Ontario, Canada	Trustee since November 11, 2015	Yes	Director of the Institute for Health System Solutions and Virtual Care (WIHV) at Women's College Hospital
Detlef Bierbaum[(1)(2)(3)(4)] Köln, Germany	Trustee since August 3, 2011	Yes	Corporate Director
Michael J. Cooper[(2)(5)] Ontario, Canada	Trustee since April 21, 2011	No	President and Chief Responsible Officer of Dream and founder of DAM, a real estate company
P. Jane Gavan[(2)] Ontario, Canada	Trustee since April 21, 2011, President and Chief Executive Officer of the REIT	No	President and Chief Executive Officer of the REIT, Chief Executive Officer of Dream Office REIT, and President, Asset Management of Dream, a real estate company
Rene Gulliver Ontario, Canada	Chief Financial Officer of the REIT	—	Chief Financial Officer of the REIT
Duncan Jackman[(1)(3)] Ontario, Canada	Trustee since August 3, 2011	Yes	Chairman and Chief Executive Officer, E-L Financial Corporation Limited, an insurance holding company
Johann Koss[(2)(3)] Ontario, Canada	Trustee since February 26, 2014	Yes	Founder and Chief Executive Officer, Right to Play, a charitable organization
John Sullivan[(1)] Ontario, Canada	Trustee since November 8, 2011	Yes	President and Chief Executive Officer of Cadillac Fairview Corporation, a real estate company

Notes:

(1) Member of the Audit Committee
(2) Member of the Executive Committee and Vice-Chair of the Board
(3) Member of the Governance, Compensation and Environmental Committee
(4) Chair of the Board
(5) Vice-Chair of the Board

Each of the foregoing has held his or her present principal occupation for the past five years except for:

- P. Jane Gavan, who also previously held the position of Executive Vice President of DAM, a real estate company and the asset manager of the REIT, and is now the President, Asset Management of Dream and Chief Executive Officer of Dream Office REIT;

- Detlef Bierbaum, who, prior to March 2010 was a Member of the Supervisory Board at Bankhaus Sal. Oppenheim jr. & Cie, KGaA, a private investment bank; Mr. Bierbaum is also a trustee of Dream Office REIT, a real estate investment trust; and

- Rene Gulliver, who, prior to January 7, 2013 was Chief Financial Officer, Americas at Cushman & Wakefield.

Michael J. Cooper held the position of Chair of the REIT from April 21, 2011 to August 3, 2011, the date of completion of our initial public offering.

As a group, as at December 31, 2015, our Trustees and executive officers beneficially own, or control or direct, directly or indirectly, 1,584,749 Units, representing approximately 1.4% of the issued and outstanding Units, which may not include Units issued pursuant to our DRIP.

Governance and Board of Trustees

The Declaration of Trust provides that, subject to certain conditions, the Trustees have absolute and exclusive power, control and authority over our properties and assets and affairs, as if the Trustees were the sole owners of such properties and assets. Our governance practices, investment guidelines and operating policies are overseen by a Board of Trustees consisting of a minimum of five and a maximum of 12 Trustees, a majority of whom must be Canadian residents. We must also have at all times a majority of Trustees who are independent ("**Independent Trustees**") within the meaning of NI 58-101; provided, however, that if at any time a majority of the Trustees are not independent because of the death, resignation, bankruptcy, adjudicated incompetence, removal or change in circumstance of any Trustee who was an Independent Trustee, this requirement shall not be applicable for a period of 60 days thereafter, during which time the remaining Trustees shall appoint a sufficient number of Trustees who qualify as "independent" to comply with this requirement. Pursuant to NI 58-101, an Independent Trustee is one who is free from any direct or indirect relationship which could, in the view of the Board of Trustees, be reasonably expected to interfere with a Trustee's independent judgment. Five of the seven Trustees are Independent Trustees.

The Trustees may, between meetings of the unitholders, appoint one or more additional Trustees if, after such appointment, the total number of Trustees does not exceed one and one-third times the number of Trustees in office immediately following the last annual meeting of the unitholders. The Declaration of Trust provides that any Trustee may resign upon written notice to us. A Trustee may be removed at any time with or without cause by a majority of the votes cast at a meeting of the unitholders called for that purpose or by the written consent of the unitholders holding in the aggregate not less than a majority of the outstanding REIT Units entitled to vote thereon or with cause by a resolution passed by an affirmative vote of not less than two-thirds of the other Trustees. Any removal of a Trustee shall take effect immediately following the aforesaid vote or resolution. A vacancy occurring among the Trustees may be filled by resolution of the remaining Trustees, so long as they constitute a quorum, or by the unitholders at a meeting of the unitholders.

The mandate of the Board of Trustees is one of stewardship and oversight of us and our investments. In fulfilling its mandate, the Board of Trustees adopted a written charter setting out its responsibility. Among other things, the Board of Trustees is responsible for (a) participating in the development of and approving a strategic plan for us; (b) supervising our activities and managing our investments and affairs; (c) approving major decisions regarding us; (d) defining the roles and responsibilities of management and determining compensation upon the recommendation of the Compensation Committee; (e) reviewing and approving the business and investment objectives to be met by management; (f) assessing the performance of and overseeing management; (g) reviewing our debt strategy; (h) identifying and managing risk exposure; (i) ensuring the integrity and adequacy of our internal controls and management information systems; (j) succession planning; (k) establishing committees of the Board of Trustees, where

required or prudent, and defining their mandate; (l) maintaining records and providing reports to unitholders; (m) ensuring effective and adequate communication with unitholders, other stakeholders and the public; (n) determining the amount and timing of distributions to unitholders; (o) acting for, voting on our behalf and representing us as a holder of securities of our Subsidiaries; and (p) voting in favour of our nominees to serve as Class B Managers of Lorac.

The Board of Trustees has adopted a written position description for the Chairman of the Board of Trustees which will set out the Chairman's key responsibilities, including duties relating to setting meeting agendas of the Board of Trustees, chairing meetings of Unitholders, Trustee development and communicating with Unitholders and regulators.

We have adopted a written code of conduct (the "**Code of Conduct**") that applies to all of our Trustees, officers and employees. The objective of the Code of Conduct is to provide guidelines for maintaining our integrity, reputation, honesty, objectivity and impartiality. The Code of Conduct addresses conflicts of interest, protecting our assets, confidentiality, fair dealing with security holders, competitors and employees, insider trading, compliance with laws and reporting any illegal or unethical behaviour. As part of the Code of Conduct, any person subject to the Code of Conduct is required to avoid or fully disclose interests or relationships that are harmful or detrimental to our best interests or that may give rise to real, potential or the appearance of conflicts of interest. Certain of the REIT's Trustees and executive officers may have conflicts of interest as a result of their current full-time positions and these conflicts will be expressly acknowledged. See "Risk Factors". The Board of Trustees has the ultimate responsibility for the stewardship of the Code of Conduct. The Code of Conduct is available on SEDAR at www.sedar.com.

The standard of care and duties of the Trustees provided in the Declaration of Trust are similar to those imposed on directors of a corporation governed by the CBCA. Accordingly, each Trustee is required to exercise the powers and discharge the duties of his or her office honestly, in good faith and in our best interests and the holders of REIT Units and, in connection therewith, to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The Declaration of Trust provides that each Trustee is entitled to indemnification from us from and against liability and costs in respect of any action or suit against them in respect of the exercise of the Trustee's powers and the discharge of the Trustee's duties, provided that the Trustee acted honestly and in good faith with a view to our best interests and the holders of REIT Units and in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, where the Trustee had reasonable grounds for believing that his or her conduct was lawful.

Committees of the Board of Trustees

The Board of Trustees has three committees: the Audit Committee, the Governance, Compensation and Environmental Committee, and the Executive Committee. The Declaration of Trust requires that the Audit Committee and the Governance, Compensation and Environmental Committee be composed of at least three Trustees, all of whom must be Independent Trustees. The Declaration of Trust requires that a majority of the Trustees on each of these committees be residents of Canada. Each member of a committee shall serve on such committee until such member resigns from such committee or otherwise ceases to be a Trustee. Please see our most recent management information circular for a description of the committees of the Board.

Audit Committee

NI 52-110 and the Declaration of Trust require the Board of Trustees to have an Audit Committee consisting of at least three Trustees, all of whom must be Independent Trustees. NI 52-110 requires that, subject to limited exceptions, every member of the Audit Committee be "independent" for purposes of NI 52-110 and the Declaration of Trust requires that the Chair of the Audit Committee be selected from the group of Independent Trustees who are resident Canadians appointed to serve on the Audit Committee. The Board has adopted a charter, a copy of which is attached as Schedule A to this AIF.

The Audit Committee is responsible for monitoring the REIT's systems and procedures for financial reporting and internal controls and the performance of the REIT's external auditor. It is responsible for reviewing certain public disclosure documents prior to their approval by the full Board and release to the public including, among others, the REIT's quarterly and annual financial statements and management's discussion and analysis. The Audit Committee is also responsible for recommending to the Board the firm of chartered professional accountants to be nominated for appointment as the external auditor, and for approving the assignment of any non-audit work to be performed by the external auditor. The Audit Committee meets regularly in private session with the REIT's external auditor and internal audit function, without management present, to discuss and review specific issues as appropriate. The Audit Committee met four times in 2015.

Applicable law and the Declaration of Trust requires the Board to have an Audit Committee consisting of at least three Trustees, each of whom must be independent and "financially literate". At March 24, 2016, the Audit Committee was comprised of the following three Trustees: Duncan Jackman (Chair), Detlef Bierbaum and John Sullivan, each of whom is an Independent Trustee. The Board has determined that each of the members of the Audit Committee is "financially literate" within the meaning of NI 52-110.

Relevant Education and Experience

Each member of the Audit Committee possesses considerable education and experience relevant to the performance of his responsibilities as an Audit Committee member.

Mr. Detlef Bierbaum is a corporate director with extensive experience in the banking and financial services industry. Prior to his retirement in March 2010, Mr. Bierbaum was a Member of the Supervisory Board with Bankhaus Sal. Oppenheim jr. & Cie and from 1991 to 2008, he held the position of Managing Partner with responsibility for asset management. In addition, from 2002 to 2008, he was also responsible for investment banking of Bankhaus Sal Oppenheim jr. & Cie. Prior to 1991, he was the Chief Financial Officer of the Nordstern Insurance Companies based in Cologne. He is a member of the Board of Directors of a number of companies in the asset management and banking sectors based in Germany, England, Luxembourg and the U.S. Mr. Bierbaum is a graduate of the Universities of Cologne and Munich where he studied commercial banking and business administration.

Mr. Duncan Jackman is Chairman and Chief Executive Officer of E-L Financial Corporation Limited, an investment and insurance holding company. Mr. Jackman oversees the company's investments by sitting on the boards of directors of the subsidiaries and the other companies in which the company has significant shareholdings, including by serving as Chairman of Algoma Central Corporation and Chairman and President of Economic Investment Trust Limited and United Corporations Limited, two closed-end investment companies. He earned a Bachelor of Arts degree from McGill University.

Mr. John Sullivan is the President and Chief Executive Officer of Cadillac Fairview Corporation Limited, one of North America's largest real estate companies. Prior to becoming CEO in January 2011, Mr. Sullivan held the position of Executive Vice President, Development. Prior to joining Cadillac Fairview, Mr. Sullivan held positions with Brookfield Properties Corporation and Marathon Realty Company Limited. He brings more than 26 years of experience in all aspects of commercial real estate, including acquisitions and dispositions, leasing, finance, asset management, and development. Mr. Sullivan holds a Bachelor of Civil Engineering degree from Concordia University, a Masters of Business Administration from McGill University and has completed the Advanced Management Program at Harvard University.

Pre-Approval Policies and Procedures

The Audit Committee Charter requires that all non-audit services to be provided to the REIT or any of its Subsidiaries by the external auditor or any of their affiliates which are not covered by pre-approval policies and procedures approved by the Audit Committee shall be subject to pre-approval by the Audit Committee.

Auditor's fees

The aggregate fees billed by PricewaterhouseCoopers LLP, our external auditor, or fees accrued by us in 2015 and 2014 for professional services, are presented below:

	Year ended December 31, 2015	Year ended December 31, 2014
Audit fees		
Audit fees[(1)]	$ 591,000	$ 493,000
Review of interim financial statements	89,000	85,000
Tax fees[(2)]		
Tax fees (compliance)	1,440,000	910,000
Other[(3)]	1,157,000	1,711,000
All other fees[(4)]		
Prospectus related fees[(5)]	$163,000	163,000
Other	-	235,000
Total	**$ 3,440,000**	**$ 3,597,000**

Notes:

(1) "Audit fees" relating to the audit of the REIT's financial statements include fees in the amount of $248,000 (2014: $245,000) paid or payable to the Luxembourg affiliate of PricewaterhouseCoopers LLP relating to the audit of financial statements of the Dundee FCPs required to be filed with regulatory authorities in Luxembourg.

(2) "Tax fees" include the aggregate fees paid to the external auditor for tax compliance, tax advice, tax planning and advisory services.

(3) Dream Global REIT completed approximately $368 million of acquisitions in 2015 and $400 million in 2014. Other tax fees in 2015 and 2014 relate to acquisition and re-financing structuring and/or due diligence work performed in connection with our acquisitions. Such fees were paid or payable to PwC network firms.

(4) All other fees are aggregate fees billed or accrued by us in 2015 and 2014 for products and services provided by the REIT's external auditor, other than the services reported under "Audit fees", "Audit-related fees" and "Tax fees" in the table above.

(5) Prospectus related fees in 2015 and 2014 consist of fees relating to the review and translation of financial statements.

Independent Trustee Matters

In addition to requiring the approval of a majority of our Trustees, the following matters will require the approval of at least a majority of our Independent Trustees who have no interest in the matter to become effective:

(a) making any material change to the Asset Management Agreement (including any termination thereof) or any increase in the fees payable thereunder (or any change thereto which has the effect of increasing the fees payable thereunder);

(b) entering into any agreement or transaction in which any Related Party has a material interest or making a material change to any such agreement or transaction;

(c) approving or enforcing any agreement entered into by us with a Related Party;

(d) permitting any of our Subsidiaries or any Dundee FCP to acquire any real or other property in which a Related Party has an interest or to sell any interest in any real or other property to a Related Party; and

(e) making or prosecuting any claim by or against any Related Party.

Conflict of Interest Restrictions and Provisions

The Declaration of Trust contains "conflict of interest" provisions similar to those applicable to corporations under Section 132 of the OBCA which serve to protect unitholders without creating undue limitations on us. Given that our Trustees and officers will be engaged in a wide range of real estate and

other business activities, the Declaration of Trust requires each of our Trustees and officers to disclose to us if he or she is a party to a material contract or transaction or proposed material contract or transaction with us 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 us. Such disclosure is required to be made by a Trustee (a) at the first meeting of the Trustees or the applicable committee thereof, as the case may be, at which a proposed contract or transaction is first considered, (b) if the Trustee was not then interested in a proposed contract or transaction, at the first such meeting after a Trustee becomes so interested, (c) if the Trustee becomes interested after a contract is made or a transaction is entered into, at the first such meeting after the Trustee becomes so interested, (d) at the first meeting after an interested party becomes a Trustee. Disclosure is required to be made by each of our officers as soon as the officer becomes aware that a contract or transaction or proposed contract or transaction is to be, or has been, considered by the Trustees or applicable committee thereof, as soon as the officer becomes aware of his or her interest in a contract or transaction or, if not currently an officer, as soon as such person becomes an officer. In the event that a material contract or transaction or proposed material contract or transaction is one that in the ordinary course would not require approval by Trustees or unitholders, that Trustee or officer is required to disclose in writing to the Trustees or applicable committee thereof or request to have entered into the minutes of the meeting of the Trustees or applicable committee thereof the nature and extent of his or her interest forthwith after the Trustee or officer becomes aware of the contract or transaction or proposed contract or transaction. In any case, 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 primarily to his or her remuneration for serving as our Trustee, officer, employee or agent or one for indemnity under the indemnity provisions of the Declaration of Trust or the purchase of liability insurance. Certain of our Trustees may have conflicts of interest as a result of their current full-time positions and these conflicts will be expressly acknowledged. See “Risk Factors”.

Executive Officers

The responsibilities of our senior management includes: (a) leading our management and implementing the resolutions and policies of the Board of Trustees; (b) providing the Board of Trustees with information and advice relating to the operation of our properties, acquisitions and financings; (c) establishing, at least on an annual basis, investment and operating plans for the ensuing period; (d) conducting and supervising the due diligence required in connection with proposed acquisitions and completing any acquisitions or dispositions; (e) maintaining our books and financial records; (f) determining and preparing designations, elections and determinations to be made in connection with income and capital gains for tax and accounting purposes; (g) preparing reports and other information required to be sent to unitholders and other disclosure documents; (h) calculating all distributions; (i) communicating with unitholders and other persons, including investment dealers, lenders and professionals; and (j) administering or supervising the administration, on behalf of the Board of Trustees, of the payment of cash distributions and other distributions.

Trustees’ and Officers’ Liability Insurance

We carry trustees’ and officers’ liability insurance. Under this insurance coverage, we will be reimbursed for insured claims where payments have been made under indemnity provisions on behalf of our Trustees and officers contained in the Declaration of Trust, subject to a deductible for each loss, which will be paid by us. Individual Trustees and officers will also be reimbursed for insured claims arising during the performance of their duties for which they are not indemnified by us. Excluded from insurance coverage are illegal acts, acts which result in personal profit and certain other acts. In addition, we enter into indemnity agreements with each of our Trustees and officers.

REAL ESTATE MANAGEMENT AND ADVISORY SERVICES

Overview

We have entered into several arrangements to ensure that our operations are properly managed in all geographic jurisdictions.

- Overall responsibility for asset management, including the day-to-day oversight of the REIT and execution of our corporate strategy, has been contracted to DAM.

- Portfolio management for our properties is provided internally by Dream Lux Manager by a team of employees who have years of experience with asset management of the Initial Properties through previous employment with Hudson Advisors Lux and Hudson Advisors Germany.

- Property management of the Initial Properties is performed by Tectareal, an experienced operator that has become the REIT's property manager for the Initial Properties on January 1, 2016. Previously, property management was performed by CSG GmbH.

- Property management for properties other than the Initial Properties is performed by a number of third party property management service providers.

- Administrative services such as corporate reporting, treasury and compliance is performed by a combination of experienced service providers in Canada, Luxembourg and Germany. They include DOMC (a Subsidiary of Dream Office REIT), DAM and Lorac. Services are provided for a fee at least sufficient to reimburse the service providers for their expenses.

Asset Management

The Asset Manager of the REIT is DAM. Pursuant to the Asset Management Agreement, the Asset Manager has agreed to provide the following asset management services to the REIT and any affiliates of the REIT which own, directly or indirectly, beneficially or as nominee, any of our properties (collectively, the "**Client**"), subject to the overriding supervision and direction of the Client:

(a) provides the services of a senior management team to provide advisory, consultation and investment management services and monitor the financial performance of the Client;

(b) advises the Trustees on strategic matters, including potential acquisitions, dispositions, financings, and development;

(c) provides guidance to property managers on operating and capital expenditures;

(d) identifies, evaluates, recommends and assists in the structuring of acquisition, disposition and other transactions;

(e) advises and assists with borrowings, issuances of securities and other capital requirements, including assistance in dealings with banks and other lenders, investment dealers, institutions and investors;

(f) makes recommendations with respect to the payment of distributions;

(g) provides advice in connection with the preparation of business plans and annual budgets, implements such plans and budgets and monitors the financial performance of the Client;

(h) advises the Client with respect to investor relations strategies and activities;

(i) advises with respect to regulatory compliance requirements, risk management policies and certain litigation matters; and

(j) provides any additional services as may from time to time be agreed to in writing by the Client and the Asset Manager for which the Asset Manager will be compensated on terms to be agreed upon between the Asset Manager and the Client prior to the provision of such services.

The Asset Manager is entitled to the following fees for its asset management services:

(a) a base annual management fee (which we refer to as an asset management fee) calculated and payable on a monthly basis in arrears on the first day of each month equal to 0.35% of the historical purchase price of our properties;

(b) an incentive fee payable by the REIT for each fiscal year equal to 15% of our AFFO Per Unit (as defined in the Asset Management Agreement, which includes the gain or loss on the sale of any properties during the year) in excess of $0.93 per Unit (which is the hurdle amount for this purpose), increasing annually by 50% of the increase in the weighted average consumer price index (or other similar metric as determined by the Trustees) of the jurisdictions in which our properties are located;

(c) a capital expenditures fee equal to 5% of all hard construction costs incurred on each capital project with costs in excess of $1 million excluding work done on behalf of tenants or any maintenance capital expenditures. No capital expenditures fees have been charged to date in respect of any of our capital projects;

(d) an acquisition fee equal to: (i) 1.0% of the purchase price paid by the REIT or one or more Subsidiaries of the REIT for the purchase of a property, on the first $100 million of properties acquired in each fiscal year; (ii) 0.75% of the purchase price paid by the REIT or one or more Subsidiaries of the REIT for the purchase of a property, on the next $100 million of properties acquired in each fiscal year, and (iii) 0.50% of the purchase price paid by the REIT or one or more Subsidiaries of the REIT for the purchase of a property, on properties in excess of $200 million acquired in each fiscal year; and

(e) a financing fee covering actual expenses of supplying services to us relating to financing transactions. Such services are provided on a cost-reimbursement basis, and this fee is not intended to have a profit component for the Asset Manager. The financing fee is charged at 0.25% of the debt and equity of all financing transactions completed for us, but an adjustment is made at the end of each fiscal year to reflect the actual amount of expense of supplying services to us. If financing fees paid by us exceed the actual amount of this expense, the Asset Manager reimburses us for the difference. Likewise, if financing fees paid by us are less than the actual amount of this expense, we pay the Asset Manager for the difference.

In addition, we will reimburse the Asset Manager for all reasonable and necessary actual out-of-pocket costs and expenses incurred by the Asset Manager in connection with the performance of the services described in the Asset Management Agreement or such other services which we and the Asset Manager agree in writing are to be provided from time to time by the Asset Manager.

Pursuant to the Asset Management Agreement, the Asset Manager may elect to receive all or part of the fees payable to it for its asset management services in Deferred Trust Units under our Deferred Unit Incentive Plan. The number of Deferred Trust Units issued to the Asset Manager will be calculated by dividing the fees payable to the Asset Manager by the market value on the relevant payment date of the

Units. Market value for this purpose is the weighted average closing price of the Units on the principal market on which the Units are quoted for trading for the five trading days immediately preceding the relevant payment date. The Deferred Trust Units will vest on a five-year schedule, pursuant to which one-fifth of the Deferred Trust Units will vest, starting on the sixth anniversary of the grant date. Income Deferred Trust Units will be credited to the Asset Manager based on distributions paid by us on the Units and such Income Deferred Trust Units will vest on the same five-year schedule as their corresponding Deferred Trust Units. The Asset Manager has irrevocably elected to receive the first $3.5 million of the fees payable to it in each year for the first five years for its asset management services pertaining to the Initial Properties in Deferred Trust Units. As at December 31, 2015, there were 1,768,477 unvested Deferred Trust Units and their related income deferred units that had been granted in satisfaction of fees payable under the Asset Management Agreement.

For a description of the Deferred Unit Incentive Plan, please refer to our most recent management information circular.

The Asset Management Agreement is for a term of ten years (the "**Initial Term**") and is renewable for further five year terms (the "**Renewal Terms**", and together with the Initial Term, the "**Term**"), unless and until the Asset Management Agreement is terminated in accordance with the provisions thereof. Subject only to the termination provisions in the Asset Management Agreement, the Asset Manager will automatically be rehired at the expiration of each Term. The Asset Manager has the right, at any time, but upon 180 days' notice, to terminate the Asset Management Agreement for any reason; provided, however, the Asset Manager may not terminate the Asset Management Agreement during the Initial Term.

The REIT has the right to terminate the Asset Management Agreement in the event of default or event of insolvency of the Asset Manager (within the meaning of the Asset Management Agreement) by giving notice to the Asset Manager, which notice shall provide the reason for termination in reasonable detail and shall be effective in accordance with the provisions of the Asset Management Agreement.

The REIT may also terminate the Asset Management Agreement at the end of a Term if the Independent Trustees determine that the Asset Manager has not been meeting its obligations under the Asset Management Agreement and such termination is approved by at least two-thirds of the votes cast by unitholders at a meeting of unitholders called and held for such purpose, provided that we provide the Asset Manager with at least 12 months' prior written notice of such termination.

Portfolio Management

We have a number of employees in Luxembourg and Germany, some of whom were formerly employees of Hudson Advisors Lux and Hudson Advisors Germany that provide continuity with Deutsche Post as well as certain portfolio management services, including administering the terms of all tenancies and renewals; carrying out advertising and promotional activities; providing information to us and certain other third parties in connection with a proposed sale, financing or refinancing of any our properties; managing tenant relations; and administering construction, repair and maintenance initiatives. All of the portfolio management services with respect to our properties are supervised by Dream Lux Manager in Luxembourg and carried out by Dream Germany Sub-Manager in Germany.

Property Management

Initial Properties

Pursuant to the Property Management Agreement, Tectareal provides customary property management services in respect of each of the Initial Properties, including monitoring rental payments to the Landlord on behalf of itself and the other tenants; supervising technical services such as repairs and maintenance as well as infrastructural facility services such as maintaining interior and exterior common areas, arranging and supervising security; and other general services necessary for the management, operation and maintenance of the Initial Properties. Facility management services are performed by CSG TS GmbH and

GETEC Contracting GmbH (formerly Imtech Contracting GmbH). CSG TS GmbH performs infrastructural services for as well as technical services for all technical equipment except for HVAC. GETEC Contracting GmbH performs repairs and maintenance for all HVAC equipment.

Pursuant to the Property Management Agreement, Tectareal is entitled to an annual fee of 2.93% of GRI. The Property Management Agreement has a 5-year term until December 31, 2021. Both parties have an extraordinary termination right effective December 31, 2017 with a notice period of 6 months. If an Initial Property is sold or reallocated, the Property Management Agreement may be partially terminated with respect to the sold or reallocated property which triggers compensation payments to Tectareal.

Properties Other than Initial Properties

As is the case with the Initial Properties, we use third parties to provide property management services for properties other than the Initial Properties. Fees payable to property managers generally range from 1.5% to 3.0% of the GRI of the applicable property.

Administrative Services

Administrative Services Agreement

The Administrative Services Agreement sets out the terms and conditions pursuant to which DOMC provides us with certain management and general administrative services, including keeping and maintaining books and records; preparing returns, filings and documents and making determinations necessary for the discharge of our obligations and those of the Trustees. Under the Administrative Services Agreement, DOMC also provides us with certain administrative and support services, including providing office space, office equipment and communications services and computer systems, providing secretarial support personnel and reception and telephone answering services, installing and maintaining signage and promotional materials and providing such other administrative services as may be reasonably required from time to time.

Under the Administrative Services Agreement, we pay DOMC a services fee sufficient to reimburse it for the expenses incurred by it in providing services under the Administrative Services Agreement as long as the expenses are identified in the current annual budget for the properties or are otherwise approved by us in writing prior to being incurred by DOMC.

The initial term of the Administrative Services Agreement commenced on Closing for one year and the agreement is automatically renewed for further one year terms. Notwithstanding the foregoing, the Administrative Services Agreement may be terminated by us at any time during the term upon 30 days' prior notice.

The Administrative Services Agreement contains an acknowledgement that DOMC and its affiliates and associates may engage in other businesses that may be similar to or competitive with our affairs. In the event of a conflict, DOMC will provide us with notice of the conflict and will be entitled to retain one or more third parties to perform the administrative services to which the conflict relates and to deduct from the fees otherwise payable to DOMC under the Administrative Services Agreement the fees payable to such third parties.

Administrative Services under the Asset Management Agreement

According to the Asset Management Agreement, the Asset Manager provides certain administrative services to us, including the preparation of budgets, financial forecasts, valuations and leasing analysis; and amounts outstanding with respect to all receipts, disbursements and investments; the keeping and maintaining all books, records preparation of regulatory filings, including our annual information forms, management information circulars, insider trading reports, financial statements, management's discussion and analysis, business acquisition reports and press releases; the preparation of financing documents such as prospectuses; investor relations services, including the preparation of annual and quarterly reports,

investor presentations and marketing materials, as well as holding quarterly conference calls with analysts and investors; the holding of annual and/or special meetings and the preparation of and arrangement for the distribution of all materials (including notices of meetings and information circulars); the preparation of reports and other disclosure documents for the Trustees and unitholders; ensuring compliance by us with all applicable laws and stock exchange rules including continuous disclosure obligations; the preparation of returns, designations, allocations, elections and determinations to be made in connection with our income and capital gains for tax and accounting purposes; monitoring our income and investments to ensure that the REIT does not become liable to pay a tax; the preparation of operational reporting such as cash flow by property and by asset types; and the preparation of executive summaries by asset type outlining asset issues along with various other matters and development reporting costs.

We pay the Asset Manager a services fee sufficient to reimburse it for the expenses reasonably incurred by it in providing administrative services under the Asset Management Agreement.

Shared Services and Cost Sharing Agreement

DAM provides services, such as administrative, legal and regulatory, tax advisory, internal audit and control, communications, risk management, process improvements and branding, to us as agreed from time to time. DAM is reimbursed for its expenses in providing any agreed services. DAM and we have also agreed to share the cost of business transformation projects as agreed from time to time, currently consisting of a process improvement project and a branding and culture initiative.

License Agreement with Dream Technology Ventures LP

Prior to January 1, 2016, we were party to a non-exclusive, non-transferable, royalty-free license agreement with DAM relating to certain information technology owned by DAM and used by us in connection with the operation of our business (the "**Licensed Technology**"). On January 1, 2016, DAM transferred the Licensed Technology and its interest in its license agreement with us, to DTV LP and we contributed our interest in our license agreement with DAM to DTV LP in exchange for a limited partnership interest in DTV LP. Effective on the same date, we entered into a new non-exclusive, non-transferable license agreement (the "**New Licence Agreement**") relating to the Licensed Technology with DTV LP, on similar terms as the previous license agreement with DAM. Under the New Licence Agreement, we pay an annual licencing fee based on our usage of the Licensed Technology. The limited partnership agreement of DTV LP provides for, among other things, the funding of costs relating to the Licensed Technology.

Services Performed by the Custodian

Lorac, acting as management company in its own name but for the account of the Dundee FCPs, has entered into a depository agreement (the "**Custodian Agreement**") with a bank incorporated under the laws of Luxembourg (the "**Custodian**"). Under applicable Luxembourg law, the legal duty of the Custodian is to supervise the assets (including the Initial Properties) of each Dundee FCP. The assets of the Dundee FCPs are held in a separate client account and are separately designated and segregated in the books of the Custodian as belonging to the applicable Dundee FCP. In the event of the Custodian's bankruptcy or insolvency, assets that are segregated are unavailable to the creditors of the Custodian. Annual fees in line with customary custodian bank practices in Luxembourg and out-of-pocket expenses and disbursements are paid by each Dundee FCP for the services provided by the Custodian under the Custodian Agreement.

Services Performed by Lorac

Lorac is responsible for the management of the Dundee FCPs. In conducting its management obligations, Lorac provides certain administrative services such as keeping and maintaining books and records; preparing financial statements for each of the Dundee FCPs (including the annual audit and fair market valuation); providing treasury services, including the monitoring of bank accounts with the Custodian and

cash flow analysis; liaising with regulatory authorities, auditors, appraisers and lawyers for the account of the Dundee FCPs; and coordinating tax filings as required. We pay Lorac a services fee sufficient to reimburse it for the expenses incurred by it plus 5%.

Non-Competition Agreement

The Non-Competition Agreement prohibits DAM and its affiliates (excluding affiliates which are public companies as described below) from directly or indirectly acquiring an ownership interest, on its own behalf, in any real property which meets the investment criteria of the REIT, unless such investment opportunity has first been offered to us in accordance with the terms of the Non-Competition Agreement. See "Investment Guidelines and Operating Policies".

The above investment restriction will apply to real properties located outside Canada and will not apply to investments in vacant land, residential housing, multi-residential housing units, resorts, residential condominium units, nursing homes or retirement homes. This investment restriction will not apply to: (a) passive real estate investments made by DAM or any of its affiliates which are each less than $10 million and represent less than a 25% interest in the real property; (b) investments in properties that do not meet the investment criteria of the REIT; (c) investments in any property that will be used as office space by DAM or any affiliates; (d) investments made on behalf of fiduciary, managed or client accounts; (e) investments that result from the realization of a loan secured by the property; and (f) investments made by any affiliate of DAM that is a public company or any Subsidiaries or affiliates of such public companies (other than DAM and its direct Subsidiaries).

The Non-Competition Agreement provides that DAM and its affiliates are no longer bound by the terms of the Non-Competition Agreement when DAM is no longer our asset manager or, in the case of any affiliate, when such entity has ceased to be an affiliate of DAM.

Opportunities Agreement

The Opportunities Agreement provides that if DAM, as our asset manager and as the asset manager for Dream Industrial REIT, identifies an investment opportunity (each, an "**Offered Investment**") to acquire, directly or indirectly, an ownership interest in (including as a result of making a loan secured by):

(a) a real property or interest in a real property that is, or would reasonably be considered to be, an industrial property or primarily an industrial property, which, for purposes of the Opportunities Agreement, includes real property commonly described as "flex office/industrial" or a variation of same (an "**Industrial Property**");

(b) a real property or interest in a real property that is, or would reasonably be considered to be, an office property or primarily an office property (an "**Office Property**");

(c) a portfolio or real properties or interest in a portfolio of real properties that is, or would reasonably be considered to be, a portfolio of Industrial Properties or primarily Industrial Properties (an "**Industrial Portfolio**");

(d) a portfolio of real properties or interest in a portfolio of real properties that is, or would reasonably be considered to be, a portfolio of Office Properties or primarily Office Properties (an "**Office Portfolio**"); or

(e) a portfolio of Industrial Properties and Office Properties that is, or would reasonably be considered to be, neither primarily Office Properties nor primarily Industrial Properties (a "**Mixed Portfolio**");

then in each case, DAM shall offer such Offered Investment to Dream Global REIT or Dream Industrial REIT on the following basis:

(a) an opportunity to acquire (i) an Industrial Property in Canada or (ii) an Industrial Portfolio in Canada or primarily in Canada will, in each case, first be offered to Dream Industrial REIT in accordance with the terms of the Opportunities Agreement;

(b) an opportunity to acquire an Industrial Property, Industrial Portfolio, Office Property or Office Portfolio outside of Canada will first be offered to us in accordance with the terms of the Opportunities Agreement; if we are not interested in pursuing such opportunity, the opportunity will then be offered to Dream Industrial REIT, in accordance with the terms of the Opportunities Agreement on the same basis as if the property or portfolio of properties were in Canada;

(c) an opportunity to acquire a Mixed Portfolio in Canada or primarily in Canada will be offered to Dream Industrial REIT in accordance with the terms of the Opportunities Agreement; and

(d) an opportunity to acquire an Industrial Portfolio, Office Portfolio or Mixed Portfolio partially in Canada and partially outside of Canada that is not required to be offered to Dream Industrial REIT by the terms of the Opportunities Agreement will be offered in accordance with the terms of the Opportunities Agreement at the same time to: (i) both us (in respect of that part of the portfolio outside of Canada) and to Dream Industrial REIT in the case of an Industrial Portfolio; (ii) us (in respect of that part of the portfolio outside Canada) in the case of an Office Portfolio; or (iii) both Dream Industrial REIT and us (in respect of that part of the portfolio outside Canada) in the case of a Mixed Portfolio.

The Opportunities Agreement does not apply to opportunities to make investments: (i) in any property that will be used as office space by DAM or any of its Affiliates; (ii) made on behalf of fiduciary, managed or client accounts other than Dream Office REIT, us or Dream Industrial REIT; and (iii) by DAM that result from the realization of a loan secured by a real property or any interest therein.

The Opportunities Agreement will cease to apply to Dream Industrial REIT or us at the time that DAM ceases to be the asset manager for Dream Industrial REIT or us, as the case may be.

EMPLOYEES

As at December 31, 2015, we had 58 full-time employees.

INVESTMENT GUIDELINES AND OPERATING POLICIES

Our investment and operating activities are limited because our operating business is carried out by our Subsidiaries and the Dundee FCPs. The investment guidelines governing our investments in real estate and other assets and the operating policies governing our investments are set out below.

Investment Guidelines

Pursuant to the Declaration of Trust and other documents governing us, our assets may be invested only in accordance with the following investment guidelines:

1. the REIT will only invest in units, notes and securities of its Subsidiaries, the Dundee FCPs and Lorac, amounts receivable in respect of such units, notes and securities, cash and similar deposits in a Canadian chartered bank or trust company and, subject to certain limitations summarized in paragraph 2 below, such other investments as the Trustees deem advisable from time to time;

2. the REIT will not make, or permit any of its Subsidiaries or the Dundee FCPs to make, any investment that could result in:

   (a) the Units being disqualified for investment by Plans;

   (b) the REIT or any of its Subsidiaries or the Dundee FCPs being liable under the Tax Act to pay a tax imposed under either paragraph 122(1)(b), subsection 197(2) or Part XII.2 of the Tax Act; or

   (c) the REIT ceasing to qualify as a "mutual fund trust" for purposes of the Tax Act;

3. Subsidiaries of the REIT and the Dundee FCPs may only invest in revenue producing real properties or assets or assets ancillary thereto located outside of Canada;

4. when making investments, Subsidiaries of the REIT and the Dundee FCPs shall consider the following factors: the political environment and governmental and economic stability in the relevant jurisdiction(s), the long-term growth prospects of the assets and the economy in the relevant jurisdiction(s) and the income-producing stability of the assets;

5. Subsidiaries of the REIT and the Dundee FCPs will not invest in raw land (except for the acquisition of properties adjacent to our existing properties for the purpose of renovation or expansion of existing facilities where the total cost of all such investments does not exceed 10% of our Adjusted Unitholders' Equity); and

6. Subsidiaries of the REIT and the Dundee FCPs 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 indebtedness assumed or incurred by us and secured by a mortgage on such property) up to 25% of our Adjusted Unitholders' Equity in investments or transactions outside Canada which do not otherwise comply with our investment guidelines, so long as the investment does not contravene paragraph 2 above.

For the purpose of the foregoing restrictions, the assets, liabilities and transactions of a corporation, trust, partnership or other entity in which we have an interest will be deemed to be those of the REIT on a proportionate consolidated basis. In addition, any references in the foregoing to an investment in real property will be deemed to include an investment in a joint venture arrangement that holds real property.

Pursuant to the Declaration of Trust, the investment guidelines set forth above may only be amended with the approval of at least $66^{2}/_{3}\%$ of the votes cast at a meeting of unitholders of the REIT called for that purpose except for certain amendments that may be undertaken by a majority of the Trustees pursuant to the Declaration of Trust.

Operating Policies

The Declaration of Trust and other documents governing us provide that our operations and affairs must be conducted in accordance with the following operating policies and that we will not permit any of our Subsidiaries or the Dundee FCPs to conduct its operations and affairs other than in accordance with the following operating policies:

1. to the extent our Trustees determine to be practicable and consistent with their fiduciary duty to act in the best interests of the REIT and our unitholders, any written instrument which in the judgment of our Trustees creates a material obligation of the REIT must 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 will not be had to, nor will recourse or satisfaction be sought from the private property of any of the Trustees, unitholders of the REIT, 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 will be bound;

2. the REIT will only guarantee the obligations of wholly-owned Subsidiaries (other than any wholly-owned Subsidiaries that are general partners in partnerships that are not wholly-owned by the REIT) and the Dundee FCPs, provided that the REIT may guarantee the obligations of wholly-owned Subsidiaries of the REIT that are general partners in partnerships that are not wholly-owned by the REIT if the REIT has received an unqualified legal opinion that the guarantee by the REIT of the obligations of wholly-owned Subsidiaries of the REIT that are general partners in partnerships that are not wholly-owned by the REIT will not cause the REIT to cease to qualify as a "mutual fund trust" for the purposes of the Tax Act;

3. Subsidiaries of the REIT and the Dundee FCPs will not enter into any transaction involving the purchase of lands or land and improvements thereon and the leasing thereof back to the vendor where the fair market value net of encumbrances of the property being leased to the vendor together with all other property being leased by Subsidiaries of the REIT or the Dundee FCPs to the vendor and its affiliates is in excess of 15% of our Adjusted Unitholders' Equity;

4. the limitation referred to in paragraph 3 above will not apply where the lessee or sublessee is, or where the lease or sublease is guaranteed by:

   (a) a federal, provincial, state, municipal or city government, or any agency or crown corporation thereof, of any jurisdiction; or

   (b) any corporation which has securities outstanding that have received and continue to hold an investment grade rating from a recognized credit rating agency at the time the lease or sublease is entered into, or at the time other satisfactory leasing or pre-leasing arrangements were entered into that is not less than A low or its equivalent;

5. Subsidiaries of the REIT and, subject to the restrictions applicable to each Dundee FCP under its private placement memorandum, the Dundee FCPs may engage in construction or development of real property provided such real property meets our investment guidelines and operating policies;

6. except for the Initial Properties, title to each real property shall be held by and registered in the name of a Subsidiary of the REIT or a corporation or other entity wholly-owned, directly or indirectly, by a Subsidiary of the REIT or jointly-owned, directly or indirectly, by a Subsidiary of the REIT with joint venturers; provided that where land tenure will not provide fee simple title, a Subsidiary of the REIT or a corporation or other entity wholly-owned, directly or indirectly, by a Subsidiary of the REIT or jointly-owned, directly or indirectly, by a Subsidiary of the REIT with joint venturers will hold a land lease as appropriate under the land tenure system in the relevant jurisdiction;

7. except for the Initial Properties, Subsidiaries of the REIT and the Dundee FCPs will have conducted environmental and other diligence, as is commercially reasonable in the circumstance, on each real property they intend to acquire with respect to the physical condition thereof, including required capital replacement programs;

8. Subsidiaries of the REIT and the Dundee FCPs will obtain and maintain at all times insurance coverage in respect of potential liabilities of Subsidiaries of the REIT and the Dundee FCPs and the accidental loss of value of the assets of Subsidiaries of the REIT and the Dundee FCPs from risks, in amounts, with such insurers, and on such terms as the Trustees consider appropriate,

taking into account all relevant factors including the practices of owners of comparable properties; and

9. Subsidiaries of the REIT and the Dundee FCPs will maintain an interest coverage ratio, being EBITDA to interest expense, of no less than 1.4 times, where EBITDA for purposes of our operating policies is a generally accepted proxy for operating cash flow and represents earnings before interest expense, income tax expense, depreciation and amortization expense, transaction cost expense, gains/losses on disposition of property, fair value adjustments on investment properties and debt instruments and other unrealized gains/losses that may occur under IFRS.

For the purpose of the foregoing policies, the assets, liabilities and transactions of a corporation, trust, partnership or other entity in which we have an interest will be deemed to be those of the REIT on a proportionate consolidated basis. In addition, any references in the foregoing to investment in property will be deemed to include an investment in a joint venture arrangement.

Pursuant to the Declaration of Trust, the operating policies set forth above may only be amended with the approval of a majority of the votes cast at a meeting of unitholders of the REIT called for that purpose.

DISTRIBUTION POLICY

The following outlines our distribution policy, which is contained in the Declaration of Trust, but is not intended to be a complete description. You should refer to the Declaration of Trust for the full text of our distribution policy. Our distribution policy may be amended only with the approval of a majority of the votes cast at a meeting of our unitholders.

General

Since the completion of our initial public offering on August 3, 2011, we have declared cash distributions at a rate of $0.06667 per Unit per month.

Distributions made by us are authorized by the Board of Trustees in its sole discretion out of funds legally available for distribution to our unitholders and are dependent upon a number of factors, including restrictions under applicable law and other factors described below. We believe that our estimate of AFFO constituted a reasonable basis for setting the initial distribution rate; however, we cannot assure you that the estimate will prove accurate, and actual distributions may therefore be significantly different from the expected distributions. We do not anticipate that we will be subject to Canadian tax at the REIT level, because we will not be a SIFT trust and we intend to distribute our full taxable income to unitholders each year. However, our level of distributable income will be affected by the level of foreign tax, if any, that may be payable by our Subsidiaries or the Dundee FCPs.

We cannot assure you that our estimated distributions will be made or sustained. Any distributions we pay in the future will depend upon our actual results of operations, currency exchange rates, economic conditions, debt service requirements and other factors that could differ materially from our expectations. Our actual results of operations will be affected by a number of factors, including the revenue we receive from our properties, our operating expenses, interest expense, the ability of our tenants to meet their obligations and unanticipated expenditures. For more information regarding risk factors that could materially adversely affect our actual results of operations, please see “Risk Factors”.

Distributions in respect of a month are paid on or about each Distribution Date to Unitholders of record as at the close of business on the corresponding Distribution Record Date. This means that the distribution for any month is generally paid to Unitholders of record at the close of business on the last day of the month on or about the 15th day of the following month.

In addition, on December 31 of each year, we intend to make payable to such Unitholders, a distribution of sufficient net realized capital gains and net income for the taxation year ended on that date, net of any capital losses or non-capital losses recognized on or before the end of such year such that we will not be liable for ordinary income taxes for such year, net of tax refunds. The payment of such amounts shall be made on or before the following January 15.

Where the Trustees determine that we do not have available cash in an amount sufficient to make payment of the full amount of any distribution which has been declared to be payable on the due date for such payment, the payment may, at the option of the Trustees, include the issuance of additional Units, as the case may be, or fractions of such Units, as the case may be, if necessary, having a fair market value as determined by the Trustees equal to the difference between the amount of such distribution and the amount of cash which has been determined by the Trustees to be available for the payment of such distribution in the case of the Units.

Unless the Trustees determine otherwise, immediately after any *pro rata* distribution of additional Units to unitholders, the number of outstanding Units will automatically be consolidated such that each of such holders will hold after the consolidation the same number of Units as such holder held before the distribution of additional Units. Each Unit certificate representing the number of Units prior to the distribution of additional Units will be deemed to represent the same number of units after the non-cash distribution of additional Units and the consolidation.

Notwithstanding the foregoing, where tax is required to be withheld from a Unitholder's share of the distribution, the consolidation will result in such Unitholder holding that number of Units equal to (a) the number of Units held by such Unitholder prior to the distribution plus the number of Units received by such Unitholder in connection with the distribution (net of the number of whole and part Units withheld on account of withholding taxes) multiplied by (b) the fraction obtained by dividing the aggregate number of Units outstanding prior to the distribution by the aggregate number of Units that would be outstanding following the distribution and before the consolidation if no withholding tax were required in respect of any part of the distribution payable to any Unitholder. Such Unitholder will be required to surrender the Unit certificates, if any, representing such Unitholder's original Units, in exchange for a Unit certificate representing such Unitholder's post-consolidation Units.

Hedging Arrangements

We have implemented active hedging programs in order to offset the risk of revenue losses and provide more certainty regarding the payment of distributions to Unitholders and interest to Debentureholders. See "Indebtedness".

DRIP

We have a distribution reinvestment and unit purchase plan entitling certain holders of Units to reinvest all cash distributions made by the REIT in additional Units. The price at which Units are acquired for DRIP participants is determined by us but is generally a price per Unit calculated by reference to a five day volume weighted average closing price of the Units on the TSX on which the Units are listed preceding the relevant Distribution Date. Participants electing to reinvest cash distributions in Units pursuant to our DRIP receive a further "bonus" distribution equal to 4% of the amount of each cash distribution that they reinvest, which further distribution is also reinvested in Units. Participants may also make optional cash purchases of additional Units pursuant to the DRIP in a maximum amount of $250,000 per year. Participants in the DRIP do not receive a bonus distribution of Units in connection with any such optional cash purchases. We may amend, suspend or terminate the DRIP at any time.

Participation in the DRIP is open to holders of Units, other than those who are resident or present in the United States. If a participant in the DRIP is not resident in Canada, participation in the DRIP is subject to applicable withholding tax. In those circumstances, cash that would otherwise be distributed to such

participants by us on any given Distribution Date is reduced by the amount of applicable withholding tax, and then applied towards the purchase of additional Units pursuant to our DRIP. No brokerage commission is payable in connection with the purchase of Units under the DRIP and all administrative costs are borne by us. We use the proceeds received upon the issuance of additional Units under the DRIP for future property acquisitions, capital improvements and working capital.

DECLARATION OF TRUST AND DESCRIPTION OF REIT UNITS

The REIT is governed by the Declaration of Trust and, unless earlier terminated in accordance with the Declaration of Trust, it shall continue in full force and effect so long as any property of the REIT is held by the Trustees. Unitholders have all of the material protections, rights and remedies a shareholder would have under the CBCA, except for the right to dissent and be paid the fair value of its units that would be available if the REIT were a corporation governed by the CBCA and the REIT were to effect certain transactions, including amending its constating documents to add, change or remove any provisions restricting or constraining the issue, transfer or ownership of shares or to add, change or remove any restriction on the activities that the REIT may carry on; selling, leasing or exchanging all or substantially all its property; or carrying out a going-private transaction or squeeze-out transaction (as such terms are defined in the CBCA or the regulations thereunder). These protections, rights and remedies are contained in the Declaration of Trust. The following is a summary, which does not purport to be complete, of certain terms of the Declaration of Trust and the REIT Units. You should refer to the Declaration of Trust for the full text of its provisions and a complete description of the REIT Units.

The Declaration of Trust authorizes the issuance of an unlimited number of two classes of units: Units and Special Trust Units. REIT Units shall be issued only as fully paid and non-assessable. Each REIT Unit when issued shall vest indefeasibly in the holder thereof.

Issued and outstanding units may be subdivided or consolidated from time to time by the Trustees with the approval of a majority of unitholders entitled to vote. Unitholder approval will not be required for an automatic consolidation as described under "Distribution Policy".

No certificates will be issued for fractional units and fractional units will not entitle the holders thereof to vote, except to the extent such fractional units represent in the aggregate one or more whole units. Holders of Special Trust Units are not entitled to receive a certificate evidencing ownership of such units.

On December 16, 2004, the *Trust Beneficiaries' Liabilities Act*, 2004 (Ontario), came into force. This statute provides that holders of units of a trust are not, as beneficiaries, liable for any act, default, obligation or liability of the trust if, when the act or default occurs or the liability arises, (a) the trust is a reporting issuer under the *Securities Act* (Ontario) and (b) the trust is governed by the laws of Ontario. The REIT is a reporting issuer under the *Securities Act* (Ontario) and is governed by the laws of Ontario by virtue of the provisions of the Declaration of Trust.

The Units

Each Unit represents an undivided beneficial interest in the REIT and in distributions made by 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 its net assets remaining after the satisfaction of all its liabilities. The Units rank among themselves equally and rateably without discrimination, preference or priority. The distribution entitlement of the Units is derived from the securities held by the REIT.

Each Unit entitles the holder thereof to one vote for each whole Unit held at meetings of unitholders.

The Units are not "deposits" within the meaning of the *Canada Deposit Insurance Corporation Act* and are not insured under the provisions of such act or any other legislation. Furthermore, we are not a trust

company and, accordingly, we are not registered under any trust and loan company legislation as we do not carry on nor intend to carry on the business of a trust company.

Special Trust Units

The Special Trust Units may only be issued in connection with the issuance of securities exchangeable for Units and will be used to provide voting rights with respect to the REIT to persons holding such exchangeable securities. Holders of Special Trust Units are not entitled to any share of or interest in the distributions or net assets of the REIT. The Special Trust Units are not transferable separately from the exchangeable securities to which they relate. Upon any transfer of any exchangeable securities, the corresponding Special Trust Units will automatically be transferred to the transferee of such exchangeable securities. The Special Trust Units may only be transferred to permitted transferees of Special Trust Units. In addition, as exchangeable securities are exchanged by a holder, the corresponding Special Trust Units will be automatically cancelled.

Each Special Trust Unit entitles the holder thereof to one vote at all meetings of unitholders.

Issuance of REIT Units

We may allot and issue new REIT Units from time to time as the Trustees determine, including for cash, through public offerings, through rights offerings to existing unitholders (i.e. in which unitholders receive rights to subscribe for new REIT Units in proportion to their existing holdings of REIT Units, which rights may be exercised or sold to other investors) or through private placements (i.e. offerings to specific investors which are not made generally available to the public or existing unitholders). In certain instances, we may issue new REIT Units as consideration for, or in connection with, the acquisition of new properties or assets. The price or the value of the consideration for which new REIT Units may be issued will be determined by the Trustees in their sole discretion except that Special Trust Units may only be issued in connection with the issuance of securities exchangeable into Units. Units are generally issued in consultation with investment dealers or brokers who may act as underwriters or agents in connection with offerings of Units.

The Declaration of Trust provides Dundee Corporation with a pre-emptive right pursuant to which the Trustees will not issue, or agree to issue, any Units, or any securities which are convertible or exchangeable for or into Units, to any person unless the Trustees first make an offer to Dundee Corporation to issue that number of Units or securities, at a price per Unit determined by the Trustees, necessary to maintain the percentage of the outstanding voting interest in the REIT held by Dundee Corporation and its affiliates at the date of the offer. This pre-emptive right, however, will not apply to any issuances of Units by us pursuant to the DRIP referred to under "Distribution Policy – DRIP", the Deferred Unit Incentive Plan or under the Exchange Agreement. Dundee Corporation also has the option to purchase more than its proportionate share and, in such event, any excess portion of the Units subscribed for by it will be issued to it on the same terms and conditions as issued to any other person. Any Units not taken up by Dundee Corporation may be issued to any person within three months of the date of such offer at not less than the price offered to Dundee Corporation.

Other than the pre-emptive right granted to Dundee Corporation pursuant to our Declaration of Trust, unitholders do not have any pre-emptive rights whereby additional REIT Units are first offered to existing unitholders.

Purchase of Units

We may from time to time purchase for cancellation Units at a price per unit and on a basis determined by the Trustees in accordance with applicable securities legislation and the rules and policies of any applicable stock exchange.

Unit Redemption Right

Units are redeemable at any time on demand by the holders thereof by sending a notice to the REIT at our head office in a form approved by the Trustees and completed and executed in a manner satisfactory to the Trustees, who may require supporting documentation as to identity, capacity or authority. A Unitholder not otherwise holding a fully registered Unit certificate who wishes to exercise the redemption right will be required to obtain a redemption notice from his or her investment dealer or other intermediary who will be required to deliver the completed redemption form to the REIT. Upon receipt by us of a written redemption notice and other documents that may be required, all in a manner satisfactory to the Trustees, a holder of Units shall cease to have any rights with respect to the tendered Units, including any right to receive any distributions thereon which are declared payable after receipt of the redemption notice by us, and the holder thereof shall be entitled to receive a price per Unit (the "**Redemption Price**") equal to the lesser of:

1. 90% of the "market price" of the Units on the principal exchange or market on which the Units are quoted for trading on the trading day prior to the day on which the Units were surrendered to the REIT for redemption (the "**Redemption Date**"); and

2. 100% of the "closing market price" of the Units on the principal exchange or market on which the Units are quoted for trading on the Redemption Date.

For the purposes of this calculation, the "market price" in respect of Units shall be an amount equal to the weighted average closing price of the Units on the principal exchange or market on which the Units are listed or quoted for trading during the period of 20 consecutive trading days ending on such date; provided that if the applicable exchange or market does not provide a closing price, but only provides the highest and lowest prices of the Units traded on a particular day, the "market price" as at a specified date will be an amount equal to the weighted average of the highest and lowest prices of the Units on the principal exchange or market on which the Units are listed or quoted for trading during the period of 20 trading consecutive trading days ending on such date; and provided further that if there was trading on the applicable exchange or market for fewer than five of the 20 trading days, the "market price" shall be an amount equal to the weighted average of the following prices established for each of the 20 trading days: (a) the weighted average of the last bid and last asking prices of the Units for each day on which there was no trading; (b) the closing price of the Units for each day on which there was trading if the exchange or market provides a closing price; and (c) the weighted average of the highest and lowest prices of Units for each day that there was trading if the exchange or market provides only the highest and lowest prices of Units traded on a particular day.

The "closing market price" in respect of the Units as at a specified date is (a) an amount equal to the closing price of Units if there was a trade on the date and the exchange or market provides a closing price; (b) an amount equal to the weighted average of the highest and lowest prices of Units if there was trading and the exchange or other market does not provide a closing price but provides only the highest and lowest trading prices of Units traded on a particular day; or (c) the weighted average of the last bid and last asking price of Units if there was no trading on the date.

The aggregate Redemption Price payable by us in respect of any Units tendered for redemption during any calendar month is satisfied by way of a cheque drawn on a Canadian chartered bank or a trust company in Canadian funds, payable no later than the last day of the calendar month following the month in which the Units were tendered for redemption, provided that the entitlement of Unitholders to receive cash upon the redemption of their Units is subject to the limitations that:

1. the total amount payable by us in respect of such Units and all other Units tendered for redemption in the same calendar month shall not exceed $50,000, provided that the Trustees may, in their sole discretion, waive such limitation in respect of all Units tendered for redemption in any particular calendar month;

2. at the time such Units are tendered for redemption, the outstanding Units shall be listed for trading or quoted on a stock exchange or market which the Trustees consider, in their sole discretion, provides representative fair market value prices for the Units; or

3. the normal trading of outstanding Units is not suspended or halted on any stock exchange on which the Units of such series are listed (or, if not listed on a stock exchange, on any market on which the Units of such series are quoted for trading) on the Redemption Date for the Units of such series or for more than five trading days during the ten day trading period commencing immediately after the Redemption Date for the Units of such series.

If a Unitholder is not entitled to receive cash upon the redemption of Units as a result of the foregoing limitations in paragraphs 2 and 3 above, then each Unit tendered for redemption shall, subject to obtaining all applicable regulatory approvals, be redeemed by way of a distribution *in specie* of Subsidiary Securities. The fair market value of such Subsidiary Securities would be equal to the product of the Redemption Price per unit payable by us and the number of Units tendered. However, no Subsidiary Securities with a fair market value of less than $100 will be distributed and, where the fair market value of Subsidiary Securities to be received by the former holder of Units upon redemption *in specie* would otherwise include a Subsidiary Security with a fair market value of less than a multiple of $100, such amount will be rounded down to the next lowest multiple of $100 and the excess will be paid in cash.

If a Unitholder is not entitled to receive cash upon the redemption of Units as a result of the limitation in paragraph 1 above, the holder will receive a combination of cash and, subject to obtaining all applicable regulatory approvals, Subsidiary Securities, determined in accordance with the Declaration of Trust.

It is anticipated that the redemption right described above will not be the primary mechanism for unitholders to dispose of their Units. Subsidiary Securities which may be distributed to Unitholders *in specie* in connection with a redemption will not be listed on any stock exchange, no market is expected to develop and such securities may be subject to an indefinite "hold period" or other resale restrictions under applicable securities laws. The Subsidiary Securities so distributed may not be qualified investments for Plans depending upon the circumstances at the time.

Meetings of Unitholders

The Declaration of Trust provides that meetings of unitholders must be called and held for the election or removal of Trustees, the appointment or removal of our auditor, the approval of amendments to the Declaration of Trust (except as described below under "Declaration of Trust and Description of REIT Units – Amendments to the Declaration of Trust and Other Documents"), the sale of our assets as an entirety or substantially as an entirety (other than as part of an internal reorganization of our assets as approved by the Trustees) and the termination of the REIT. Meetings of unitholders will be called and held annually within 180 days after the end of the fiscal year for the election of the Trustees and appointment of our auditor.

The Trustees have the power at any time to call special meetings of unitholders at such time and place in Canada as the Trustees determine. Unitholders holding in the aggregate not less than 5% of the outstanding REIT Units entitled to vote at such meeting (on a fully diluted basis) may requisition the Trustees in writing to call a special meeting of the unitholders and the Trustees shall, subject to certain limitations, call a meeting of unitholders. A requisition must state in reasonable detail the business proposed to be transacted at the meeting. Unitholders have the right to obtain a list of unitholders to the same extent and upon the same conditions as those which apply to shareholders of a corporation governed by the CBCA.

Unitholders may attend and vote at meetings of unitholders either in person or by proxy and a proxyholder need not be a unitholder. Two persons present in person or represented by proxy and representing in the aggregate at least 10% of the votes attaching to all outstanding REIT Units (on a fully

diluted basis) shall constitute a quorum for the transaction of business at all such meetings. If no quorum is present at any meeting of unitholders when called, the meeting, if convened on the requisition of unitholders, will be dissolved, but in any other case will be adjourned for not less than 10 days, and at the adjourned meeting, the unitholders then present in person or represented by proxy will form the necessary quorum.

The Declaration of Trust contains provisions as to the notice required and other procedures with respect to the calling and holding of meetings of unitholders.

Book-Based System for Units; No Certificates for Special Trust Units

Units may be represented in the form of one or more fully registered unit certificates held by, or on behalf of, CDS, as custodian of such certificates for the participants of CDS, registered in the name of CDS or its nominee, and registration of ownership and transfers of Units may be effected through the book-based system administered by CDS.

No holder of Special Trust Units is entitled to a certificate or other instrument from us evidencing the holder's ownership of such units.

Amendments to the Declaration of Trust and Other Documents

The Declaration of Trust may be amended or altered from time to time. Certain amendments (including the termination of the REIT) require approval by at least $66^2/_3\%$ of the votes cast at a meeting of unitholders called for such purpose. Other amendments to the Declaration of Trust require approval by a majority of the votes cast at a meeting of unitholders called for such purpose.

The following amendments require the approval of at least $66^2/_3\%$ of the votes cast by unitholders at a meeting called for that purpose:

1. any amendment to the Declaration of Trust (subject to the exceptions outlined in the Declaration of Trust);

2. the sale of the property or assets of the REIT as an entirety or substantially as an entirety or the sale of all or substantially all of the assets of a Subsidiary (other than as part of an internal reorganization, including by way of the transfer of property or assets of the REIT or a Subsidiary of the REIT or the Dundee FCPs, as approved by the Trustees);

3. the termination of the REIT by the unitholders;

4. an exchange, reclassification or cancellation of all or part of the REIT Units;

5. the addition, change or removal of the rights, privileges, restrictions or conditions attached to the REIT Units, including, without limiting the generality of the foregoing:

    (a) the removal or change of rights to distributions attached to the REIT Units; or

    (b) the addition or removal of or change to conversion privileges, redemption privileges, voting, transfer or pre-emptive rights attached to the REIT Units;

6. the creation of new rights or privileges attaching to certain REIT Units;

7. any change to the existing constraints on the issue, transfer or ownership of the REIT Units; and

8. the combination, amalgamation, or arrangement of any of the REIT, Subsidiaries of the REIT or the Dundee FCPs with any other entity.

A majority of the Trustees may, without the approval of the unitholders, make certain amendments to the Declaration of Trust, including amendments:

1. to the extent deemed by the Trustees in good faith to be necessary to remove any conflicts or other inconsistencies which may exist between any of the terms of the Declaration of Trust and the provisions of any applicable law;

2. to the extent determined by the Trustees in good faith to be necessary to make any change or correction in the Declaration of Trust which is a typographical change or correction or which the Trustees have been advised by legal counsel is required for the purpose of curing any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error contained herein;

3. to ensure compliance with applicable laws in effect from time to time;

4. (a) to create and issue one or more new classes of preferred equity securities of the REIT (each of which may be comprised of unlimited series) that rank in priority to the REIT Units (in payment of distributions and in connection with any termination or winding-up of the REIT) and/or (b) to remove the redemption right attaching to the Units and convert the REIT into a closed-end limited purpose trust; and

5. as otherwise deemed by the Trustees in good faith to be necessary or desirable.

Effect of Termination

The REIT will continue in full force and effect until such time as it is terminated by either the Trustees or unitholders. The REIT may be terminated by the vote of at least $66^{2}/_{3}\%$ of the votes cast at a meeting of the unitholders called for that purpose. The unitholders shall participate *pro rata* in any remaining distributions by the REIT.

Take-Over Bids

The Declaration of Trust contains provisions to the effect that if a take-over bid, as defined under the *Securities Act* (Ontario), is made for the Units and not less than 90% of the Units (including Units issuable upon the surrender or exchange of any securities for Units but not including any Units held at the date of the take-over bid by or on behalf of the Offeror or affiliates and associates of the Offeror) have been or are legally required to be taken up and paid for by the Offeror, the Offeror will be entitled to acquire the Units held by the remaining Unitholders who did not accept the take-over bid by requiring such Unitholders to elect (a) to transfer their Units to the Offeror on the terms on which the Offeror acquired the Units of the offerees who accepted the take-over bid, or (b) to demand payment of the fair value of the Units.

Information and Reports

We will furnish, in accordance with and subject to applicable securities legislation, to unitholders our consolidated financial statements (including quarterly and annual consolidated financial statements) and other reports as are from time to time required by applicable law, including forms needed for the completion of unitholders' tax returns under the Tax Act and equivalent provincial legislation.

Prior to each annual or any special meeting of unitholders, the Trustees will provide unitholders (along with notice of such meeting) all such information as is required by applicable law and the Declaration of Trust to be provided to such holders.

DESCRIPTION OF DEBENTURES

The following is a summary of the material attributes and characteristics of the Debentures. This summary does not purport to be complete and is subject to, and qualified in its entirety, by the terms of the Trust Indenture. A copy of the Trust Indenture is available on SEDAR at www.sedar.com.

Convertible Debentures

The Debentures are issued under and pursuant to the provisions of the Trust Indenture. The 5.5% Debentures are limited in the aggregate principal amount to $161,000,000. We may, however, from time to time, without the consent of the Debentureholders, issue additional or other debentures. The Debentures are issuable only in denominations of $1,000 and integral multiples thereof. Holders of beneficial interests in the Debentures do not have the right to receive physical certificates evidencing their ownership of Debentures except under certain circumstances described under "– Book-entry, Delivery and Form".

The 5.5% Debentures bear interest from the date of issue at 5.5% per annum, which is payable semi-annually on July 31 and January 31 in each year. Interest is payable based on a 365-day year.

The interest on the Debentures is payable in lawful money of Canada as specified in the Trust Indenture. At our option, and provided no Event of Default has occurred and continuing and subject to regulatory approval, we may issue and solicit bids to sell sufficient freely-tradeable Units in order to raise funds to satisfy all or any part of our obligations to pay interest on the Debentures, but, in any event, the holders of Debentures shall be entitled to receive cash payments equal to the interest otherwise payable on the Debentures. See "– Interest Payment Election".

The principal on the Debentures is payable in lawful money of Canada or, at the option of the REIT, provided no Event of Default has occurred and continuing and subject to applicable regulatory approval, by payment of freely-tradeable Units to satisfy, in whole or in part, our obligation to repay the principal amount of the Debentures, as further described under "– Payment upon Redemption or Maturity", "– Redemption and Purchase" and "– Put Right upon a Change of Control".

The Debentures are direct obligations of the REIT and are not secured by any mortgage, pledge, hypothec or other charge and are subordinated to all other liabilities of the REIT as described under "– Subordination". The Trust Indenture does not restrict the REIT or its Subsidiaries from incurring additional indebtedness for borrowed money or from mortgaging, pledging or charging our real or personal property or properties to secure any indebtedness.

The Debentures are transferable, and are presented for conversion, at the principal offices of the Debenture Trustee in Toronto, Ontario.

Conversion Privilege

The 5.5% Debentures are convertible at the holder's option into fully-paid, non-assessable and freely-tradeable Units at any time prior to 5:00 p.m. (Toronto time) on the earlier of the Maturity Date and the Business Day immediately preceding the date specified by us for redemption of the Debentures, at a conversion price of $13.00 per Unit, being a ratio of approximately 76.9231 Units per $1,000 principal amount of Debentures. No adjustment to the Conversion Price is made for distributions on Units issuable upon conversion or for interest accrued on Debentures surrendered for conversion; however, holders converting their Debentures shall be entitled to receive, in addition to the applicable number of Units, accrued and unpaid interest in respect thereof for the period from and including the last interest payment date on their Debentures to but excluding the last record date set by us occurring prior to the date of conversion for determining the Unitholders entitled to receive a distribution on the Units. Notwithstanding the foregoing, no Debentures may be converted during the period from the close of

business on the Record Date preceding the Interest Payment Date to and including such Interest Payment Date, as the registers of the Debenture Trustee will be closed during such periods.

Subject to the provisions thereof, the Trust Indenture provides for the adjustment of the Conversion Price in certain events including: (a) the subdivision or consolidation of the outstanding Units; (b) the distribution of Units (or securities convertible into Units) to all or substantially all holders of Units by way of distribution or otherwise other than an issue of securities to holders of Units or LP Units of Dream Cayman LP who participate in our distribution reinvestment or unit purchase plans or similar arrangements of Dream Cayman LP; (c) the issuance of options, rights or warrants to all or substantially all holders of Units entitling them for a period of not more than 45 days after the record date to acquire Units or other securities convertible into Units at less than 95% of the then Current Market Price of the Units; and (d) the distribution to all holders of units of any units (other than Units), rights, options or warrants (other than those referred to in (c) above), evidences of indebtedness of the REIT, or other assets (other than cash distributions and equivalent distributions in securities paid in lieu of cash distributions in the ordinary course). There is no adjustment of the Conversion Price in respect of any event described in (a), (b), (c) or (d) above if, subject to prior regulatory approval, the holders of the Debentures are allowed to participate as though they had converted their Debentures prior to the applicable record date or effective date. We are not be required to make adjustments in the Conversion Price unless the cumulative effect of such adjustments would change the Conversion Price by at least 1%.

In the case of any reclassification of the Units or a capital reorganization of the REIT (other than a change resulting only from consolidation or subdivision) or in the case of any amalgamation, consolidation, arrangement or merger of the REIT with or into any other entity, or in the case of any sale or conveyance of our properties and assets as, or substantially as, an entirety to any other entity, or a liquidation, dissolution or winding-up of the REIT, the terms of the conversion privilege shall be adjusted so that each Debenture shall, after such reclassification, capital reorganization, amalgamation, consolidation, arrangement or merger, sale or conveyance or liquidation, dissolution or winding-up, be exercisable for the kind and amount of securities or property of the REIT, or such continuing, successor or purchaser entity, as the case may be, which the holder thereof would have been entitled to receive as a result of such reclassification, capital reorganization, amalgamation, consolidation, arrangement or merger, sale or conveyance or liquidation, dissolution or winding-up, if on the effective date or record date thereof it had been the holder of the number of Units into which the Debenture was convertible prior to the effective date of such event.

No fractional Units will be issued on any conversion of the Debentures but in lieu thereof we shall satisfy such fractional interest by a cash payment equal to the Current Market Price of such fractional interest.

Payment upon Redemption or Maturity

On redemption or at the Maturity Date, we will repay the indebtedness represented by the Debentures by paying to the Debenture Trustee in lawful money of Canada an amount equal to the principal amount of the outstanding Debentures, together with accrued and unpaid interest thereon. We may, at our option, on not more than 60 days' and not less than 40 days' prior notice and subject to any required regulatory approvals, unless an Event of Default has occurred and is continuing, elect to satisfy our obligation to repay, in whole or in part, the principal amount of the Debentures which are to be redeemed or which have matured by issuing freely-tradeable Units, in whole or in part, to the holders of the Debentures. The number of Units to be issued will be determined by dividing the principal amount of the Debentures by 95% of the Current Market Price of the Units on the date fixed for redemption or the Maturity Date, as the case may be. No fractional Units will be issued to holders of Debentures but in lieu thereof we shall satisfy such fractional interest by a cash payment equal to the Current Market Price of such fractional interest.

Interest Payment Election

Unless an Event of Default has occurred and is continuing, we may elect, at any time and from time to time, subject to applicable regulatory approval, to issue and solicit bids to sell sufficient freely-tradeable Units in order to raise funds to satisfy all or any part of our obligations to pay interest on the Debentures in accordance with the Trust Indenture in which event holders of the Debentures will be entitled to receive a cash payment equal to the interest payable from the proceeds of the sale of such Units. The Trust Indenture will provide that, upon such election, the Debenture Trustee shall have the power to: (a) accept delivery of the proceeds with respect to such sales of Units; (b) invest the proceeds of such sales in specified short term Canadian federal or provincial government or Canadian chartered bank obligations which mature prior to the applicable Interest Payment Date; (c) deliver proceeds to Debentureholders sufficient to satisfy our interest payment obligations; and (d) perform any other action necessarily incidental thereto as directed by us in our absolute discretion. The amount received by a holder in respect of interest and the timing of payment thereof will not be affected by whether or not we elect to utilize the Unit Interest Payment Option.

Neither our making of the Unit Interest Payment Option nor the consummation of sales of Units will (a) result in the Debentureholders not being entitled to receive, on the applicable payment date, cash in an aggregate amount equal to the interest payable on such payment date, or (b) entitle such holders to receive any Units in satisfaction of the interest payable on the applicable payment date.

Redemption and Purchase

The Debentures could not be redeemed prior to August 31, 2014, except in the event of the satisfaction of certain conditions after a Change of Control has occurred as described below under "– Put Right upon a Change of Control". On and after August 31, 2014, but prior to August 31, 2016, the Debentures may be redeemed, in whole at any time or in part from time to time, on not more than 60 days' and not less than 30 days' prior written notice, at a price equal to the principal amount thereof plus accrued and unpaid interest in respect thereof for the period up to but excluding the date of redemption from and including the latest Interest Payment Date provided that the Current Market Price immediately preceding the date upon which the notice of redemption is given is not less than 125% of the Conversion Price. On and after August 31, 2016 and prior to the Maturity Date, we may redeem the Debentures in whole at any time or in part from time to time, at a price equal to the principal amount thereof plus accrued and unpaid interest in respect thereof for the period up to but excluding the date of redemption from and including the latest Interest Payment Date on not more than 60 days' and not less than 30 days' prior written notice.

We will have the right to purchase Debentures in the market, by tender or by private contract subject to regulatory requirements; provided, however, that if an Event of Default has occurred and is continuing, we will not have the right to purchase the Debentures by private contract.

In the case of redemption of less than all of the Debentures, the Debentures to be redeemed will be selected by the Debenture Trustee on a *pro rata* basis or in such other manner as the Debenture Trustee deems equitable, subject to the consent of the stock market on which the Debentures are traded.

Cancellation

All Debentures converted, redeemed or purchased as aforesaid will be cancelled and may not be reissued or resold.

Subordination

The payment of the principal of, and interest on, the Debentures is subordinated in right of payment, in the circumstances referred to below and more particularly as set forth in the Trust Indenture, to the Senior Indebtedness of the REIT. "**Senior Indebtedness**" of the REIT is defined in the Trust Indenture as all indebtedness of the REIT (whether outstanding as at the date of the Trust Indenture or thereafter incurred)

which, by the terms of the instrument creating or evidencing the indebtedness, is not expressed to be *pari passu* with, or subordinate in right of payment to, the Debentures. The Debentures do not limit our ability to incur additional indebtedness, including indebtedness that ranks senior to the Debentures, or from mortgaging, pledging or charging real or personal property or properties of the REIT to secure any indebtedness.

The Trust Indenture provides that in the event of any insolvency or bankruptcy proceedings, or any receivership, liquidation, reorganization or other similar proceedings relative to the REIT, or to the REIT's property or assets, or in the event of any proceedings for voluntary liquidation, dissolution or other winding up of the REIT, whether or not involving insolvency or bankruptcy, or any marshalling of the assets and liabilities of the REIT, all creditors entitled to Senior Indebtedness will receive payment in full before the Debentureholders will be entitled to receive any payment or distribution of any kind or character, whether in cash, property or securities, which may be payable or deliverable in any such event in respect of any of the Debentures or any unpaid interest accrued thereon.

The Debentures will be effectively subordinate to claims of creditors (including trade creditors) of the REIT's Subsidiaries except to the extent the REIT is a creditor of such subsidiaries ranking at least *pari passu* with such other creditors.

Put Right upon a Change of Control

Upon the occurrence of a Change of Control, each holder of Debentures may require us to purchase, on the Put Date, the whole or any part of such holder's Debentures for the Total Put Price.

If 90% or more in aggregate principal amount of the Debentures outstanding on the date of the giving of notice of the Change of Control have been tendered for purchase, we will have the right but not the obligation to redeem all the remaining Debentures on the Put Date at the Total Put Price. Notice of such redemption must be given to the Debenture Trustee prior to the Put Date and as soon as reasonably possible thereafter, by the Debenture Trustee to the holders of the Debentures not tendered for purchase.

The Total Put Price is payable in lawful money of Canada or, at our option and subject to applicable regulatory approval, by payment of Units to satisfy, in whole or in part, our obligation to pay the Total Put Price.

The Trust Indenture contains notification provisions to the following effect that:

(a) we will, as soon as practicable after the occurrence of a Change of Control and in any event no later than five Business Days thereafter, give written notice to the Debenture Trustee of the occurrence of a Change of Control and the Debenture Trustee will, as soon as practicable thereafter and in any event no later than two Business Days after receiving notice from us, give to the Debentureholders a notice of the Change of Control, the repayment right of the Debentureholders and our right to redeem untendered Debentures under certain circumstances; and

(b) a holder of Debentures, to exercise the right to require us to purchase its Debentures, must deliver to the Debenture Trustee, not less than five Business Days prior to the Put Date, written notice of the holder's exercise of such right, together with a duly endorsed form of transfer.

We will comply with the requirements of Canadian securities laws and regulations to the extent such laws and regulations are applicable in connection with the repurchase of the Debentures in the event of a Change of Control.

Modification

The rights of the Debentureholders may be modified in accordance with the terms of the Trust Indenture. For that purpose, among others, the Trust Indenture contains certain provisions which make Extraordinary Resolutions binding on all Debentureholders. Under the Trust Indenture, the Debenture Trustee has the right to make certain amendments to the Trust Indenture in its discretion, without the consent of the Debentureholders.

Events of Default

The Trust Indenture provides that an Event of Default in respect of the Debentures will occur if certain events described in the Trust Indenture occur, including if any one or more of the following described events has occurred and is continuing with respect to the Debentures: (a) failure for 15 days to pay interest on the Debentures when due; (b) failure to pay principal or premium, if any, on the Debentures, whether at the Maturity Date, upon redemption, by declaration of acceleration or otherwise; (c) an unremedied breach of any material covenant or condition of the Trust Indenture by us after a 30 day cure period following notice of such breach; or (d) certain events of bankruptcy, insolvency or reorganization of the REIT under bankruptcy or insolvency laws. If an Event of Default has occurred and is continuing, the Debenture Trustee may, in its discretion, and shall, upon the request of holders of not less than 25% in principal amount of the then outstanding Debentures, declare the principal of (and premium, if any) and interest on all outstanding Debentures to be immediately due and payable. Certain Events of Default may be waived by written direction of the holders of $66^{2}/_{3}$% of the principal amount of the outstanding Debentures, by Extraordinary Resolution or by the Debenture Trustee in certain circumstances in accordance with the terms of the Trust Indenture.

Offers for Debentures

The Trust Indenture contains provisions to the effect that if an offer is made for all of the Debentures and (i) not less than 90% of the outstanding principal amount of the Debentures (other than Debentures held at the date of the offer by or on behalf of the Offeror or associates or affiliates of the Offeror or any person acting jointly or in concert with the Offeror) are tendered to the offer; (ii) the Offeror is bound to take up and pay for, or has taken up and paid for, the Debentures that have been tendered to the offer; and (iii) the Offeror has complied with certain other provisions of the Trust Indenture, the Offeror will be entitled to acquire the Debentures held by Debentureholders who did not accept the offer on the terms offered by the Offeror.

Book-entry, Delivery and Form

The Debentures were issued in the form of Global Debentures held by, or on behalf of, the Depository as custodian for its participants.

All Debentures are represented in the form of Global Debentures registered in the name of the Depository or its nominee. Purchasers of Debentures represented by Global Debentures do not receive Debentures in definitive form. Rather, the Debentures are represented only in "book-entry only" form (unless we, in our sole discretion, elect to prepare and deliver definitive Debentures in fully-registered form). Beneficial interests in the Global Debentures, constituting ownership of the Debentures, are represented through book-entry accounts of institutions acting on behalf of beneficial owners, as direct and indirect participants of the Depository. The Depository is responsible for maintaining book-entry accounts for its participants having interests in Global Debentures.

If the Depository notifies us that it is unwilling or unable to continue as depository in connection with the Global Debentures, or if at any time the Depository ceases to be a clearing agency or otherwise ceases to be eligible to be a depository and we and the Debenture Trustee are unable to locate a qualified successor, or if we elect, in our sole discretion, to terminate the book-entry system, beneficial owners of Debentures represented by Global Debentures at such time will receive Definitive Debentures.

Transfer and Exchange of Debentures

Transfers of beneficial ownership in Debentures represented by Global Debentures are effected through records maintained by the Depository for such Global Debentures or its nominees (with respect to interests of participants in the Depository) and on the records of participants (with respect to interests of persons other than participants). Unless we elect, in our sole discretion, to prepare and deliver Definitive Debentures, beneficial owners who are not participants in the Depository's book-entry system, but who desire to purchase, sell or otherwise transfer ownership of or other interest in Global Debentures, may do so only through participants in the Depository's book-entry system.

The ability of a beneficial owner of an interest in a Debenture represented by a Global Debenture to pledge the Debenture or otherwise take action with respect to such owner's interest in a Debenture represented by a Global Debenture (other than through a participant) may be limited due to the lack of a physical certificate.

Registered holders of Definitive Debentures may transfer such Debentures upon payment of taxes or other charges incidental thereto, if any, by executing and delivering a form of transfer together with the Debentures to the registrar for the Debentures at its principal offices in Toronto, Ontario or such other city or cities as may from time to time be designated by us whereupon new Debentures will be issued in authorized denominations in the same aggregate principal amount as the Debentures so transferred, registered in the names of the transferees. No transfer or exchange of a Debenture will be registered during the period from the date of any selection by the Debenture Trustee of any Debentures to be redeemed or during the 15 preceding days or thereafter until the close of business on the date upon which notice of redemption of such Debentures is given. In addition, no transfer or exchange of any Debentures which have been selected or called for redemption will be registered.

Payments

Payments of interest and principal on each Global Debenture are made to the Depository or its nominee, as the case may be, as the registered holder of the Global Debenture. As long as the Depository or its nominee is the registered owner of a Global Debenture, such Depository or its nominee, as the case may be, is considered the sole legal owner of the Global Debenture for the purposes of receiving payments of interest and principal on the Debentures and for all other purposes under the Indenture and the Debentures. Interest payments on Global Debentures are made by electronic funds transfer on the day interest is payable and delivered to the Depository or its nominee, as the case may be. Interest payments are made to holders of record as of the applicable Record Date.

We understand that the Depository or its nominee, upon receipt of any payment of interest or principal in respect of a Global Debenture, credits participants' accounts, on the date interest or principal is payable, with payments in amounts proportionate to their respective beneficial interest in the principal amount of such Global Debenture as shown on the records of the Depository or its nominee. We also understand that payments of interest and principal by participants to the owners of beneficial interest in such Global Debenture held through such participants are governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name" and are the responsibility of such participants. Our responsibility and liability in respect of payments on Debentures represented by the Global Debenture is limited solely and exclusively, while the Debentures are registered in Global Debenture form, to making payment of any interest and principal due on such Global Debenture to the Depository or its nominee.

If Definitive Debentures are issued instead of or in place of Global Debentures, payments of interest on each Definitive Debenture will be made by electronic funds transfer, if agreed to by the holder of the Definitive Debenture or if required under any applicable payment clearing system rules, or by cheque dated the Interest Payment Date and mailed at least five Business Days preceding the applicable Interest Payment Date to the address of the holder appearing in the register maintained by the registrar for the

Debentures at the close of business on the Record Date. Payment of principal at maturity will be made at the principal office of the Debenture Trustee in the City of Toronto (or in such other city or cities as may from time to time be designated by us) against surrender of the Definitive Debentures, if any. If the due date for payment of any amount of principal or interest on any Definitive Debenture is not, at the place of payment, a Business Day such payment will be made on the next Business Day and the holder of such Definitive Debenture shall not be entitled to any further interest or other payment in respect of such delay.

Reports to Holders

We will file with the Debenture Trustee, within 15 days after the filing thereof with the Ontario Securities Commission, copies of our annual report and the information, documents and other reports that we are required to file with the Ontario Securities Commission and deliver to our Unitholders. Notwithstanding that we may not be required to remain subject to the reporting requirements of the Ontario Securities Commission, we shall provide to the Debenture Trustee (a) within 90 days after the end of each fiscal year, our annual financial statement, and (b) within 45 days after the end of each of the first three fiscal quarters of each fiscal year, our interim financial statements which shall, at a minimum, contain such information as is required to be provided in quarterly reports under the laws of Canada or any province thereof to security holders of a company with securities listed on a stock exchange in Canada, whether or not we have any of our securities so listed. Each of such reports will be prepared in accordance with applicable Canadian disclosure requirements and IFRS. We will provide copies of such information, documents and reports to Debentureholders upon request.

Governing Law

Each of the Trust Indenture and the Debentures are governed by, and will be construed in accordance with, the laws of the Province of Ontario applicable to contracts executed and to be performed entirely in such province.

AGREEMENTS RELATING TO OUR ACQUISITION OF THE INITIAL PROPERTIES

The following is a summary of certain provisions of agreements relating to our acquisition of the Initial Properties on August 3, 2011, the date of completion of our initial public offering. This summary is qualified in its entirety by reference to all of the provisions of such agreements. Copies of such agreements are available electronically on our SEDAR profile at www.sedar.com and will be made available to our unitholders as described under “Material Contracts”. Investors are encouraged to review the terms of these agreements in their entirety for a complete description of Sub-Fund I’s representations, warranties and indemnities, and related limitations contained therein.

Framework Agreement

The Framework Agreement, which was entered into on May 18, 2011, as amended from time to time, was the master agreement providing for various steps to be taken in order to complete our acquisition of the Initial Properties.

The Framework Agreement provides that, for so long as we indirectly own any of the Initial Properties, the LS Parties will not actively solicit, encourage or incentivize any of our current or former tenants to leave the applicable Initial Property and to lease premises on any of the remaining Caroline Portfolio instead.

Reallocation Agreement

The Reallocation Agreement provided for the reallocation of the aggregate of all rights, claims and other interests, as well as all risks and obligations of Sub-Fund I with regard to the Initial Properties from Sub-Fund I to the Dundee FCPs. The Reallocation Agreement contains representations and warranties to the Dundee FCPs from Sub-Fund I, including representations and warranties concerning: corporate/compliance; title to and ownership of the Initial Properties; encumbrances and easements;

governmental orders; parking spaces; encroachments; objections of tenants; public law proceedings; disclosure; contractual usability; litigation; lease agreements; rent received/rent securities; material defects; and access to the Initial Properties. The Reallocation Agreement does not contain representations and warranties in respect of the size or the potential market rent achievable of the Initial Properties or the enforceability of the leases or compliance of the leases with written form requirements.

The aggregate maximum liability of Sub-Fund I due to breaches of the representations and warranties contained in the Reallocation Agreement is €75 million (the "**Liability Cap**"). The Dundee FCPs will have no right to make a claim against Sub-Fund I until the aggregate of all claims exceed €5 million. The Liability Cap will not apply to claims by any Dundee FCP due to breaches of representations and warranties related to corporate/compliance and title and ownership. The Liability Cap will also not apply to claims of any Dundee FCP due to breaches of representations and warranties related to easements and encumbrances, in which case Sub-Fund I shall be entitled to rescind the Reallocation Agreement in respect of the Initial Property concerned if the expected amount of liability exceeds the consideration allocated to such Initial Property plus pro rata acquisition costs, which shall also be reimbursed in case of such rescission. Claims relating to a breach of the representations and warranties set forth above became time-barred 18 months after the Closing. Claims relating to a breach of the representations and warranties related to corporate/compliance, encumbrances, easements and title and ownership became time-barred on August 3, 2015, being four years following Closing.

Pursuant to the Reallocation Agreement, the Dundee FCPs have indemnified Sub-Fund I from and against all claims under public or civil law becoming due after Closing and resulting from any actions taken by any public authority or third party with respect to environmental damages, in particular from any claims for investigation, monitoring, securing, clean-up or disposal of environmental damages and the costs associated therewith. Should Sub-Fund I be requested after the Closing to perform any acts aimed at the investigation, monitoring, securing, clean-up or disposal of environmental damages under public or civil law, the respective Dundee FCP shall perform these acts in lieu of Sub-Fund I at its own expense. Sub-Fund I has agreed to indemnify the Dundee FCPs from and against all public or civil law claims, resulting from any actions taken by any governmental, municipal or other regulatory authority or third party, each with respect to environmental damages if Sub-Fund I had knowledge of the environmental damage on the Closing and we did not. Sub-Fund I also agreed to indemnify the Dundee FCPs from any claims resulting from environmental damage for two other Initial Properties up to a maximum of €3 million.

Although the parties to the Reallocation Agreement believe that the transfer of the Initial Properties was outside the scope of German VAT, if German VAT does apply, the Reallocation Consideration is agreed to be the gross amount including German VAT.

Sub-Fund I has also indemnified the Dundee FCPs from all liabilities claimed against the Dundee FCPs, the Initial Properties and/or Lorac for (a) unpaid taxes (including VAT but other than the RETT generally; however, if RETT is chargeable due to certain actions of Sub-Fund I, Sub-Fund I will indemnify the Dundee FCPs from such liabilities and if RETT is unexpectedly chargeable as a result of the reallocation, Sub-Fund I will indemnify the Dundee FCPs from one-half of such liabilities) that are (i) attributable to time periods up to and including August 3, 2011 and relating to the Initial Properties, or (ii) to the extent such taxes (including RETT) relate to assets of Sub-Fund I other than the Initial Properties, attributable to time periods prior to and subsequent to Closing, and (b) any costs, interest, penalties or other damages reasonably occurred in enforcing this indemnity ("**Indemnified Claims**"). See "Risk Factors – German taxes may affect our cash flows, financial condition and distributions to Unitholders". Indemnified Claims will be unsecured so long as Sub-Fund I maintains a minimum net asset value equal to, initially, €135 million, which amount will be reduced annually as Indemnified Claims become time-barred or have been otherwise resolved. If the net asset value of Sub-Fund I falls below the required minimum amount, Sub-Fund I will not make any distributions to its unitholders until Sub-Fund I has provided security for the Indemnified Claims in accordance with the Reallocation Agreement. In addition to securing the

Indemnified Claims, the security covers non-payment by Sub-Fund I of certain other claims and obligations as agreed in the Reallocation Agreement.

Lorac Shareholders' Agreement

The Lorac Shareholders' Agreement established the principles of joint shareholdings in Lorac and ensures that the ongoing management and operations of the Dundee FCPs and Sub-Fund I are carried out and controlled separately, to the extent legally permissible, by the Lorac Shareholders.

Immediately following the Acquisition, Dundee Lux Holdco and Caroline Holdings, as shareholders of Lorac, amended the articles of incorporation of Lorac to provide for, among other things: (a) the right of Caroline Holdings to nominate the Class A Managers; (b) the right of Dundee Lux Holdco to nominate the Class B Managers; (c) certain reserved matters which require the consent of the Class A Managers or the Class B Managers, as applicable; and (d) certain reserved matters which require the majority consent of the Class A Managers and Class B Managers, including the vote of at least one Class A Manager.

The board of managers of Lorac also established the Lorac Governance Rules, which allocate certain responsibilities to specific board members. Pursuant to the Lorac Governance Rules, the management by Lorac of Sub-Fund I has been delegated to the Class A Managers and the management by Lorac of the Dundee FCPs has been delegated to the Class B Managers. Material changes affecting Lorac, as set out in the Lorac Shareholders' Agreement, will require the unanimous approval of the Lorac Shareholders.

Pursuant to the Lorac Shareholders' Agreement, Dundee Lux Holdco has been granted an option to acquire, and/or to transfer to a third party nominated by Dundee Lux Holdco, an additional 44.9% of the issued and outstanding shares of Lorac upon the earlier of: (a) the divestiture by Sub-Fund I of all or substantially all of Caroline Portfolio resulting in Sub-Fund I having a net asset value of less than €10 million; (b) the liquidation of Sub-Fund I; or (c) the termination by either party of the Lorac Shareholders' Agreement. The purchase price payable for each of the additional Lorac Shares shall be €125.

The Lorac Shareholders' Agreement will remain in force so long as the Lorac Shareholders are shareholders of Lorac and will automatically terminate when either Lorac Shareholder is no longer a shareholder of Lorac. The Lorac Shareholders' Agreement may not be terminated by either Lorac Shareholder prior to the expiration of 10 years from the date of signing of the Lorac Shareholders' Agreement and thereafter it may be terminated on six months' prior written notice to the other unless terminated for cause, as set out in the Lorac Shareholders' Agreement.

Lorac Share Purchase Agreement

The Lorac Share Purchase Agreement provided for the acquisition by Dundee Lux Holdco of 50% of the issued and outstanding shares of Lorac for €125 per share (for a total of €62,500). It contains representations and warranties relating to Caroline Holdings, Lorac and Dundee Lux Holdco, including representations and warranties as to organization and status, power and authorization, authorized and issued capital, regulatory authority, compliance with applicable laws, employees and absence of litigation.

Each of Caroline Holdings and Dundee Lux Holdco agreed, subject to liability thresholds, to indemnify the other for losses, expenses, costs and damages incurred or suffered by the other as a result of wilful misconduct, gross negligence or breach of representation or warranty by it on the terms and subject to the conditions of the Lorac Share Purchase Agreement.

CERTAIN NON-CANADIAN INCOME TAX CONSIDERATIONS

The following summary by management discusses certain material German, Luxembourg, Gibraltar and Cayman income and withholding tax considerations applicable to our investments, including those made in the Initial Properties. It is not exhaustive of all possible tax considerations relevant to those

jurisdictions. Moreover, it is based on the current tax legislation, our understanding of the current interpretation of the legislation in each country, and each country's administrative policies and assessing practices. There can be no assurances that the relevant tax legislation, the interpretations thereof, the administrative policies or assessing practices will not change (including with retroactive effect). Further, the summary does not address any tax considerations applicable to a Unitholder or Debentureholder. Accordingly, this summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any prospective holder of Units or Debentures. Consequently, the prospective holder should consult the holder's own tax advisor regarding an investment in Units or Debentures.

Certain Material German Income and Withholding Tax Considerations

Our indirectly-owned corporate entities that earn net rental income from and/or realize capital gains from the sale of German properties acquired after the Acquisition are subject to corporate income taxation in Germany. As a result of the Acquisition, we indirectly hold all of the shares in each respective Dundee FCP Unitholder, which is the sole unitholder of the respective Dundee FCP. The Dundee FCP Unitholders should be considered to be resident in Luxembourg for German tax purposes and should be non-residents of Germany for such purposes. As of December 24, 2013 the revised "Investment Tax Act", applicable to all Alternative Investment Funds under the AIFMD, became effective. The revised "Investment Tax Act" does not contain specific rules, clarify or provide guidance regarding the taxation of foreign investment funds, such as the Dundee FCPs used in our Lorac holding structure. The German federal government intends to fundamentally reform the Investment Tax Act in a new reform bill, which was passed by the German federal government on February 24, 2016 into the regular legislative process, but shall only become effective as of January 1, 2018. Whereas based on the current, but legally disputed, view of the fiscal authorities, foreign investment funds such as the FCPs or the FCP unitholders are generally subject to corporate income tax in Germany, under the Tax Amendments, foreign funds investing into German assets through FCPs shall generally be treated as quasi-corporate tax payers. The Tax Amendments include some exemptions for certain redeemable special-investment funds to provide for a transparent allocation of German real estate income directly to the investors, however, subject to a withholding tax levy, which would be credited in an assessment procedure.

Shortly after the completion of the Acquisition, Lorac, on behalf of each of the Dundee FCPs and the Dundee FCP Unitholders, notified the competent German tax offices of all relevant facts and circumstances in relation to the Dundee FCPs and the Dundee FCP Unitholders (including their identity). Lorac notified the competent German tax offices that, in line with the practice so far, it would not file tax returns with the German tax administration unless under the explicit demand by the competent German tax office to file tax returns. At the end of 2012 the competent tax office requested that tax returns be filed only for Lorac Investment Fund – Sub Fund I. An objection has been filed against the tax assessments issued, which the German tax offices refused. A subsequent suit has been filed at the German tax court which status is still pending. The Dundee FCPs were requested by the tax office Dortmund-Ost in March 2015 to file Corporate Income Tax ("**CIT**") tax returns for 2011 and 2012 as well as in April 2015 to file CIT tax returns for 2013. The returns have been submitted to the tax office and assessed for the years 2011 to 2013. In February 2016 the tax returns for the year 2014 were requested by the tax office as well. These returns will be filed within the next weeks. All taxes assessed have been suspended from payment given the current law suit of Lorac Investment Fund – Sub Fund I. In light of the above-mentioned uncertainty over whether the Dundee FCPs or the Dundee FCP Unitholders, respectively, will be subject to tax with respect to all taxation periods or only future periods, we have structured our affairs assuming that the Dundee FCP Unitholders will be subject to corporate income tax in Germany on their net rental income and capital gains from the sale of properties and we have prepared our financial statements on that basis. Taking into account the deductions available in determining taxable income from rental operations, including tax depreciation and reasonable interest expense, which are described in more detail below, management does not expect that the amount of tax, if any, that is ultimately determined to be payable in Germany by the Dundee FCPs or the Dundee FCP Unitholders on their net rental income will be material. Please see "Risk Factors – German taxes may affect our cash flows, financial condition and distributions

to Unitholders". Therefore, although the current tax law is still uncertain with respect to foreign investment funds holding German assets directly, we do not believe that the current and the new laws, respectively, will have a material impact on us, irrespective of whether it is the Dundee FCPs or the Dundee FCP Unitholders that are determined to be the taxpayer. Our Lorac holding structure is only used for the Initial Properties we acquired in connection with our initial public offering.

For those corporate entities that are subject to German taxation and if the Dundee FCPs or Dundee FCP Unitholders were subject to German taxation:

- The current rate of corporate income tax payable would be 15.825%, including a 5.5% solidarity surcharge.

- To determine taxable income for corporate income tax purposes, a taxpayer may deduct certain expenses incurred in connection with the acquisition and ownership of real property as well as certain operating expenses, provided that the costs are related to German commercial activity and are incurred under arm's length terms.

- Buildings can generally be depreciated on a straight-line basis at a rate of either 2%, 2,5% or 3%.

- The deduction of interest expense, which must reflect arm's length terms, is generally restricted by the so-called "interest capping rules". These rules apply to limit the deduction of all interest expense incurred. In principle, interest expense may only be deducted up to a maximum of 30% of the taxable EBITDA (earnings before interest, tax, depreciation and amortization as adjusted under the German tax law). However, an exception is available where annual interest expense is less than €3 million for each taxpayer. For an application of this threshold, each Dundee FCP Unitholder is a separate taxpayer. There is an ongoing lawsuit at the German Federal Constitutional Court regarding the constitutionality of German interest capping rules but the outcome is still uncertain.

- Broadly, for corporate income tax purposes, losses incurred by a taxpayer may be carried back and offset against taxable income of the preceding year. According to the amended tax law the limit for losses carry back has increased from €511,500 to €1,000,000 applicable for losses generated in 2013 and subsequent years, which may be carried back to the preceding year. Alternatively, losses may be carried forward indefinitely; however, the use of losses in any future year is restricted insofar as they may be used to offset profits of a year without restriction up to an amount of €1 million and against only 60% of the taxable income in excess of €1 million.

- In addition to corporate income tax, every taxpayer that carries on business in Germany through a permanent establishment located in Germany, as defined under German tax law, is subject to municipal trade tax. The character of the trade tax is that of an additional corporate income tax and the rates vary between 7.0% and 17.5%, depending on the municipality in which the business operations are carried on, unless the taxpayer qualifies for an exemption. While our corporate entities, including the Dundee FCP Unitholders derive rental income that is deemed to be business income for German tax purposes, they should not be subject to German trade tax on their rental income, because they should not have permanent establishments in Germany. We have prepared the financial statements on that basis. Please see "Risk Factors – German taxes may affect our cash flows, financial condition and distributions to Unitholders".

Under German law, no German withholding tax should be levied on payments of interest or dividends by our indirectly-owned corporate entities to Dundee Lux Holdco, except for any dividends paid by two of our indirectly wholly-owned German subsidiaries that each owns one of the properties we indirectly acquired in 2012 and 2013. Management structures the repatriation of free cash generated by these entities in such a way so that it does not expect that such withholding tax, if any, would be material.

Certain Material Luxembourg Income and Withholding Tax Considerations

This summary covers the material Luxembourg corporate income tax, municipal business tax, net wealth tax and withholding tax, considerations with respect to the Dundee FCPs, Dundee FCP Unitholders, Dundee Lux Holdco and the Luxembourg SPVs. The tax treatment of the material Luxembourg tax aspects described hereunder has been confirmed by the Luxembourg Tax Authorities in the Advance Tax Agreement and the Advance Pricing Agreement dated May 18, 2011. These agreements are valid for a period of five years (inclusive of the 2015 tax period).

Dundee FCPs

Income tax and net wealth tax

The Dundee FCPs are exempt from corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*) and net wealth tax (*impôt sur la fortune*) in Luxembourg.

Tax transparency

From a Luxembourg tax perspective a fund vehicle established as a *fonds commun de placement* is considered as tax transparent. This position has been confirmed by the legislator (cf. parliamentary documents N^{O}2379 p.3, N^{O}3431 p.97 and N^{O}5504 p.8) as well as administrative practice in Luxembourg. The tax transparency of the Dundee FCPs is covered in the Advance Tax Agreement dated May 18, 2011.

The Dundee FCP Unitholders will, therefore, be considered as holding directly the assets and undertaking directly the liabilities of the Dundee FCPs for Luxembourg tax purposes. For Luxembourg corporate and municipal business tax purposes, the net profit received by the Dundee FCPs will be allocated directly to the Dundee FCP Unitholders.

Withholding tax

No Luxembourg withholding tax should be levied on the distributions made by the Dundee FCPs to the Dundee FCP Unitholders.

Furthermore, no withholding tax should be levied on interest payments from Dundee FCPs to Dundee Lux Holdco under Dundee Lux Holdco loans.

Dundee FCP Unitholders

The Dundee FCP Unitholders are established as fully taxable Luxembourg companies, subject to annual corporate income, municipal business and net wealth taxes.

Consequences of tax transparency of Dundee FCPs

Income tax

As the Dundee FCPs will be considered as tax transparent for Luxembourg corporate income and municipal business tax purposes, the Dundee FCP Unitholders will be deemed for the purposes of corporate income and municipal business tax to hold directly all assets and liabilities held by each respective Dundee FCP.

Net rental income earned by the Dundee FCPs, any net capital gain realized by the Dundee FCPs from the disposal of the Initial Properties, as well as redemption of units or liquidation proceeds received by Dundee FCP Unitholders from the Dundee FCPs should be exempt from taxation in Luxembourg based on the provisions of the Double Tax Treaty between Luxembourg and Germany.

Until fiscal year 2015, each Dundee FCP Unitholder of the respective Dundee FCP should be subject to the Luxembourg minimum corporate income tax of €3,000 (increasing to €3,210 by the solidarity surtax) when two accumulative conditions are fulfilled, namely, when the sum of financial assets, transferable securities and cash at bank exceeds both (i) 90% of FCP Unitholder's total balance sheet and (ii) €350,000. Where these thresholds are not met, calculation of the minimum corporate income tax would be based on the FCP Unitholders' balance sheet at the end of the fiscal year and will range between €535 and €21,400 (including solidarity surtax). The minimum corporate income tax is repealed as of January 1, 2016, and replaced by a minimum net wealth tax.

If the Dundee FCP Unitholders earn (directly or through the Dundee FCPs by tax transparency) income other than the income related to the Initial Properties, in 2015 such income would be taxed in the Dundee FCP Unitholder at the global rate of 29.22% (for Luxembourg city).

Net wealth tax

The Initial Properties will be exempt from net wealth tax in Luxembourg based on the Double Tax Treaty between Germany and Luxembourg. Accordingly, liabilities undertaken by Dundee FCP Unitholders in the tax balance sheet will not be deductible for net wealth tax purposes.

Provided that the Dundee FCP Unitholders do not have any other assets other than the Initial Properties, net operating assets of the Dundee FCP Unitholders (based on their tax balance sheet) subject to the net wealth tax should be minimal.

As from fiscal year 2016, Dundee FCP Unitholders shall be annually subject to a fixed minimum net wealth tax charge amounting to €3,210 if they hold financial assets, transferable securities and cash at bank exceeding (i) 90% of their total gross assets and (ii) the equivalent of €350,000. Otherwise, Dundee FCP Unitholders shall be subject to progressive minimum net wealth tax which ranges between €535 and €32,100 depending on the value of their total gross assets.

Withholding tax

No withholding tax should be due in Luxembourg on dividend distributions from Dundee FCP Unitholders to Dundee Lux Holdco under the Luxembourg participation exemption regime provided that at the time the income is made available Dundee Lux Holdco has held or commits itself to hold for an uninterrupted period of at least 12 months a participation of at least 10% of the share capital of the Dundee FCP Unitholders or a participation of an acquisition price of at least €1.2 million.

Dundee Lux Holdco

Dundee Lux Holdco is established as a fully taxable holding company, subject to annual corporate income, municipal business and net wealth taxes.

Dividend income and capital gains

Dundee Lux Holdco should benefit from the Luxembourg participation exemption on any dividend income received and capital gains realized from Dundee FCP Unitholders, Dream Lux Manager, Dundee Fixtures and Lorac. Such dividends and capital gains should be exempt from corporate income and municipal business tax provided that conditions relating to a shareholding threshold (10% shareholding or a direct participation of an acquisition price of at least €1.2 million for dividends and €6 million for capital gains) and a 12 month hold period are met.

Since January 1, 2016, income derived on an EU participation (as covered in the EU Directive 2011/96/EU) cannot be exempted anymore under the Luxembourg participation exemption regime in the event that it is deductible in another member state.

Furthermore, a general anti-abuse rule ("**GAAR"**) was introduced into domestic Luxembourg tax law, which provides that the participation exemption regime would not be applicable to transactions qualified as abusive within the meaning of EU Directive 2015/121/EU. The Luxembourg tax authorities have not yet issued any guidance as to how the new GAAR provisions should be interpreted.

Net wealth tax

Dundee Lux Holdco is subject to net wealth tax in Luxembourg on January 1 of each year. From January 1, 2016, net wealth tax is computed by applying the following digressive scale of rates on the unitary value (i.e., taxable assets minus deductible third-party liabilities) of the company: (i) 0.5% on a taxable base of up to the equivalent of €500 million, or (ii) on a taxable base exceeding the equivalent of €500 million, net wealth tax of €2.5 million plus 0.05% on the portion of the net wealth tax base exceeding the equivalent of €500m.

From January 1, 2016, Dundee Lux Holdco will be annually subject to a fixed minimum net wealth tax charge amounting to €3,210 if it owns financial assets, transferable securities and cash at bank exceeding (i) 90% of its total gross assets and (ii) the equivalent of €350,000. Otherwise, Dundee Lux Holdco shall be subject to progressive minimum net wealth tax which ranges between €535 and €32,100 depending on the value of its total gross assets.

Withholding tax

Withholding tax should not apply on dividend distributions from Dundee Lux Holdco to Dundee Gibraltar provided that at the time the dividend is paid Dundee Gibraltar has held or commits itself to hold for an uninterrupted period of at least 12 months a direct participation of at least 10% of the share capital of the Dundee Lux Holdco acquired for at least €1.2 million.

The recently introduced GAAR provides that the participation exemption regime would not be applicable to transactions qualified as abusive within the meaning of EU Directive 2015/121/EU.

Regarding dividend payments made by Dundee Lux Holdco to Dundee Gibraltar, the new GAAR should be closely monitored and might require changes to the current holding and financing structure.

Furthermore, no withholding tax should apply on arm's length interest payments from Dundee Lux Holdco under the Dream Cayman LP loan.

Holding and financing activities of Dundee Lux Holdco

Dundee Lux Holdco will earn an arm's length remuneration for the functions performed and the risks assumed. As from January 1, 2015, Luxembourg adopted new transfer pricing regulations which align Luxembourg law with OECD Tax Model Convention. In the past, Luxembourg tax legislation did not contain specific or express provisions governing transfer pricing documentation. The Law of December 19, 2014 makes this obligation explicit in the context of the transfer price setting. Hence, the absence of proper transfer pricing documentation could now result in a reversal of the burden of proof towards the taxpayer. The arm's length remuneration of Dundee Lux Holdco will be supported by the transfer pricing study updated annually. It will be taxed at 29.22% being the standard aggregate corporate tax rate for the year 2015 (for Luxembourg city). If the aggregate corporate income tax so computed is less than a minimum corporate income tax, minimum income tax will be due - €3,000 (increasing to €3,210 by the solidarity surtax) where the sum of financial assets, transferable securities and cash at bank exceeds both (i) 90% of Dundee Lux Holdco's total balance sheet and (ii) €350,000. Where these thresholds are not met the amount of minimum corporate income tax will vary between €535 and €21,400 (including solidarity surtax). The minimum corporate income tax was repealed from January 1, 2016 and replaced by a minimum net wealth tax.

New Luxembourg SPVs holding German real estate properties

New Luxembourg SPVs are established as fully taxable Luxembourg companies, subject to annual corporate income, municipal business and net wealth taxes in Luxembourg. Net rental income earned by New Luxembourg SPVs and any net capital gain realized by New Luxembourg SPVs from the disposal of the real properties in Germany should be exempt from taxation in Luxembourg based on the provisions of the Double Tax Treaty between Luxembourg and Germany. New Luxembourg SPVs however should be subject to the Luxembourg minimum corporate income tax of €3,000 (increasing to €3,210 by the solidarity surtax) (provided that the two accumulative thresholds are met: the sum of their financial assets, transferable securities and cash at bank exceeds (i) 90% of New Luxembourg SPVs total balance sheet and (ii) €350,000) and between €535 and €21,400 (including solidarity surtax) in other cases. The minimum corporate income tax was repealed as of January 1, 2016 and replaced by a minimum net wealth tax.

In this context it should be noted that on April 23, 2012 Germany and Luxembourg signed a new double tax treaty, which replaced the original treaty dating back to 1958. The new treaty that took effect January 1, 2014 is aligned with the OECD model and its most significant change for real estate businesses is the introduction of a real estate-rich companies clause. More specifically, now also gains from the alienation of shares deriving more than 50% of their value directly or indirectly from immovable property situated in Germany may be taxed in Germany (i.e. any net capital gain realized by Dundee Lux Holdco from the disposal of the shares in New Luxembourg SPVs holding German real estate properties should now be exempt from taxation in Luxembourg based on the provisions of the Double Tax Treaty between Luxembourg and Germany).

New Luxembourg SPVs are subject to net wealth tax in Luxembourg on January 1 of each year. Net wealth tax is computed by applying the following digressive scale of rates on the unitary value (i.e., taxable assets minus deductible third-party liabilities) of the company: (i) 0.5% on a taxable base of up to the equivalent of €500 million, or (ii) on a taxable base exceeding the equivalent of €500 million, net wealth tax of €2.5 million plus 0.05% on the portion of the net wealth tax base exceeding the equivalent of €500 million. Treaty exempt real estate assets are exempt from the unitary value.

New Luxembourg SPVs shall be annually subject to a fixed minimum net wealth tax charge amounting to €3,210 if they own financial assets, transferable securities and cash held in bank accounts exceeding (i) 90% of their total gross assets and (ii) the equivalent of €350,000. Otherwise, New Luxembourg SPVs shall be subject to progressive minimum net wealth tax which ranges between €535 and €32,100, depending on the value of their total gross assets.

Certain Material Gibraltar Income and Withholding Tax Considerations

Dream Gibraltar will be considered resident in and subject to tax in Gibraltar. Dividends received from Dundee Lux Holdco will be exempt from tax in Gibraltar.

Distributions from Dream Gibraltar to Dream Cayman LP, whether as dividends, returns of capital or share redemptions, will not give rise to any withholding tax.

Any gain realized by Dream Gibraltar on a disposition of the shares of Dundee Lux Holdco should be considered capital in nature. Such gain would not give rise to tax in Gibraltar as capital gains are not taxed.

Any gain realized by Dream Cayman LP on the disposition of the shares of Dream Gibraltar should be considered capital in nature and thus not taxed in Gibraltar.

If Dream Gibraltar borrows from or lends to the REIT or a Subsidiary of the REIT or the Dundee FCPs, any foreign exchange gain or loss realized in respect of the principal amount of such borrowings or loans

should be considered capital in nature and thus not taxed in Gibraltar. However, foreign exchange gains or losses realized in respect of interest payments made or received by Dream Gibraltar will be on income account, hence taxable or deductible, as the case may be. Interest income in excess of £100,000 received by Dream Gibraltar on the loans it makes will be taxed in Gibraltar in its entirety (i.e., not just the portion in excess of £100,000).

Certain Material Cayman Income and Withholding Tax Considerations

There will be no tax imposed by the government of the Cayman Islands or by any department or taxing authority thereof (a "**Cayman Taxing Authority**") in respect of any income, gain, or distribution received by Dream Cayman LP from Dream Gibraltar or Dundee Lux Holdco.

There will be no withholding tax imposed by any Cayman Taxing Authority on any distribution from Dream Cayman LP to the REIT.

Certain Material Austrian Income and Withholding Tax Considerations

Because of the REIT's acquisition in December 2015 of Rivergate in Vienna, Austria, our Luxembourg subsidiary that indirectly owns our interest in the property is subject to Austrian taxation and consequently:

- it pays corporate income tax at the rate of 25% on any taxable income;
- similar to the German tax rules, in computing taxable income, certain expenses can be deducted if they relate to the acquisition and ownership of real property and are incurred under arm's length terms;
- the Rivergate building can be depreciated on a straight line basis at the rate of 2.11%. From 2016 onwards this rate should be increased since the tax depreciation rate for buildings is standardized to an unique rate of 2.5% (until 2015 the rate was 2%, 2.5% and 3% depending on the type of business carried out by the lessee);
- reasonable interest expense incurred in connection with the purchase of the property is deductible in computing taxable income;
- any tax losses realized that are not used in the same accounting period can be carried forward indefinitely but may only be set off against 75% of the current year's taxable income leaving a minimum of 25% of that year's taxable income being subject to corporate taxation; and
- there should be no Austrian withholding tax on any dividends or interest paid by our Luxembourg subsidiary.

RISK FACTORS

Risk factors inherent in an investment in our Units or our Debentures include but are not limited to the following:

Risks inherent in the real estate industry may adversely affect our financial performance

Real estate ownership is generally subject to numerous factors and risks, including changes in general economic conditions, (such as the availability, terms and cost of mortgage financings and other types of credit), local economic conditions (such as an oversupply of office and other commercial properties or a reduction in demand for real estate in the area), the attractiveness of properties to potential tenants or purchasers, competition with other landlords with similar available space, and the ability of the owner to provide adequate maintenance at competitive costs.

Our properties generate income primarily through rent payments made by our tenants. Upon the expiry of any lease, there can be no assurance that the lease will be renewed or the tenant replaced for a number of reasons. Furthermore, the terms of any subsequent lease may be less favourable than the existing lease. Our cash flows and financial position would be adversely affected if our tenants were to become unable to meet their obligations under their leases or if a significant amount of available space in our properties was not able to be leased on economically favourable lease terms. In the event of default by a tenant, we may experience delays or limitations in enforcing our rights as lessor and incur substantial costs in protecting our 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 cash flows available to us.

An investment in real estate is relatively illiquid. Such illiquidity will tend to limit our ability to vary our portfolio promptly in response to changing economic or investment conditions. In recessionary times it may be difficult to dispose of certain types of real estate. The costs of holding real estate are considerable and during an economic recession we may be faced with ongoing expenditures with a declining prospect of incoming receipts. In such circumstances, it may be necessary for us to dispose of properties at lower prices in order to generate sufficient cash for operations and making distributions and interest payments.

Certain significant obligations, including property taxes, maintenance costs, mortgage and credit facility payments, insurance costs and related charges must be made regardless of whether or not a property is producing sufficient income to pay such expenses. A portion of the cash flow generated by the properties held by the REIT will be devoted to servicing such debt, and there can be no assurance that these properties will continue to generate sufficient cash flow from operations to meet required interest and principal payments. If we are unable or unwilling to meet mortgage and credit facility payments on any property, the mortgage lender may exercise its rights of foreclosure or sale.

Concentration of tenants may adversely affect our financial performance

As of March 24, 2016, we derive a significant portion of our GRI from Deutsche Post. Consequently, our revenues may be dependent on the ability of Deutsche Post to meet its rent obligations and our ability to collect rent from Deutsche Post. In the event that Deutsche Post defaults on or ceases to satisfy its payment obligations under the Deutsche Post leases, our cash flows, operating results, financial condition, ability to make distributions on the Units or cash interest payments on the Debentures may be materially and adversely affected.

A significant number of Deutsche Post leases expire in 2018

The majority of the Deutsche Post leases expire in 2018. Upon the expiry of the Deutsche Post leases, there can be no assurance that they will be renewed or that Deutsche Post will be replaced. If Deutsche Post does not renew the Deutsche Post leases in respect of a significant number of the Initial Properties, our cash flows, operating results, financial condition and our ability to make distributions on the Units or cash interest payments on the Debentures could be materially and adversely affected.

Early termination of leases may adversely affect our financial performance

Deutsche Post has early termination rights entitling it to terminate certain leases prior to their expiry upon 12 months' prior notice. If Deutsche Post exercises its early termination rights in respect of a significant amount of GLA of the Initial Properties, our cash flows, operating results and financial condition and our ability to make distributions on the Units or cash interest payments on the Debentures could be materially and adversely affected.

Environmental contamination on properties may expose us to liability and adversely affect our financial performance

Our properties may contain ground contamination, hazardous substances, wartime relics (including potentially unexploded ordnance) and/or other residual pollution and environmental risks. Buildings and their fixtures might contain asbestos or other hazardous substances such as polychlorinated biphenyl, dichlorodiphenyltrichloroethane, pentachlorophenol or lindane above the allowable or recommended thresholds, or the buildings could bear other environmental risks.

We bear the risk of cost-intensive assessment, remediation or removal of such ground contamination, hazardous substances, wartime relics or other residual pollution. The discovery of any such 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 us. The remediation of any pollution and the related additional measures we would have to undertake could negatively affect us and could involve considerable additional costs that we may have to bear. We are also exposed to the risk that recourse against the polluter or the previous owners of the properties might not be possible, for example, because they cannot be identified, no longer exist or have become insolvent. Moreover, the existence or even the mere suspicion of the existence of ground contamination, hazardous materials, wartime relics or other residual pollution can negatively affect the value of a property and our ability to lease or sell such a property.

We are subject to various federal, state and municipal laws relating to environmental matters. Such environmental laws impose actual and contingent liabilities on us to undertake remedial action on contaminated sites and in contaminated buildings. These obligations may relate to sites we currently own or operate, sites we formerly owned or operated or sites where waste from our operations has been deposited. Furthermore, actions for damages or remediation measures may be brought against us, including under the German Federal Soil Protection Act (*Bundesbodenschutzgesetz*). According to this Act, not only the polluter but also its legal successor, the owner of the contaminated site and certain previous owners may be held liable for soil contamination. The costs of any removal, investigation or remediation of any residual pollution on such sites or in such buildings as well as costs related to legal proceedings, including potential damages, regarding such matters may be substantial, and it may be impossible, for a number of reasons, for us to have recourse against a former seller of a contaminated site or building or the party that may otherwise be responsible for the contamination. Laws and regulations, as may be amended over time, may also impose liability for the release of certain materials into the air or water from a property, including asbestos, and such release could form the basis for liability to third persons for personal injury or other damages. In addition, if our officers or employees infringe or have infringed environmental protection laws, we could be exposed to civil or criminal damages. We may be required to provide for additional reserves to sufficiently allocate toward our potential obligations to remove and dispose of any hazardous and toxic substances. Any such event could have a material adverse effect on our cash flows, financial condition and results of operations and our ability to make distributions on the Units or cash interest payments on the Debentures.

In order to obtain financing for the purchase of a new property through traditional channels, we may be requested to arrange for an environmental audit to be conducted. Although such an audit provides us and our lenders with some assurance, we may become subject to liability for undetected pollution or other environmental hazards on our properties against which we cannot insure, or against which we may elect not to insure where premium costs are disproportionate to our perception of relative risk.

We have formal policies and procedures to review and monitor environmental exposure. These policies include, where the Trustees so determine, the requirement to conduct the local equivalent of a Phase I environmental audit before acquiring any real property or any interest therein. Where circumstances so warrant, designated substance surveys and/or local equivalent of Phase II environmental assessments are

conducted to determine the presence and/or extent of these or any other materials or potential environmental hazards. If appropriate, we remediate such situations.

We make the necessary capital and operating expenditures to ensure compliance with environmental laws and regulations. Although there can be no assurances, we do not believe that costs relating to environmental matters will have a material adverse effect on our investments, financial condition, results of operations or distributions or cash interest payments. However, environmental laws and regulations can change and we may become subject to more stringent environmental laws and regulations (or more stringent enforcement or administration of existing legislation) in the future.

Several of the Initial Properties had or currently have fuel storage systems

Several of the Initial Properties had or currently have fuel storage systems with bulk quantities of petrol or diesel fuel located on-site. Some sites have underground storage tanks, formerly used for fuelling vehicles. These have since been decommissioned in accordance with local regulations. It is likely that the decommissioned tanks will pose no risk from an on-going operations perspective as they are no longer in use, but inherited contamination may present a risk at a future date due to historical leaks or incomplete investigation. Given the decommissioning undertaken at these facilities, this appears to be an acceptable risk. Further, at least four sites currently have operating storage tank systems for the purpose of storing fuel oil used to heat the related facilities. All tanks currently in use have been recently inspected, and have the appropriate certifications for operation. There may be additional unknown historical tanks for which no records exist.

Our co-ownership of Lorac with a third party may limit our ability to manage the Dundee FCPs

Lorac is the manager of Sub-Fund I and each of the Dundee FCPs. Under German law, legal title to the Initial Properties or the Caroline Properties cannot be registered in the name of any of the Dundee FCPs or Sub-Fund I, as applicable. Therefore, Lorac, as manager of the Dundee FCPs and Sub-Fund I will continue to be the registered owner on title to the Initial Properties and the remaining Caroline Properties.

We own a 50% equity interest in Lorac. We and Caroline Holdings, the other owner of the Lorac shares, entered into a shareholders' agreement which provides us with the right to appoint three of the six directors of Lorac. The directors of Lorac have adopted governance rules pursuant to which, subject to applicable law, our appointed directors generally have responsibility for matters relating to the Initial Properties and the other three directors, who are nominated by Caroline Holdings, will generally have responsibility for matters affecting the Caroline Properties. Pursuant to the governance rules and the Lorac Shareholders' Agreement, certain matters such as filing tax returns and shared employee matters will require the approval of a majority of the directors. Each of the directors has a fiduciary duty to act in the best interests of Lorac and Lorac has a duty to manage the Dundee FCPs and Sub-Fund I in the best interests of the respective unitholders. However, it is possible that we will need the approval of a majority of the directors of Lorac with respect to certain matters involving the Initial Properties and there can be no assurance that such matters will be approved at all or on the terms requested. Any matter with respect to which our appointed directors and those nominated by Caroline Holdings cannot agree will be submitted to the Lorac Shareholders. However, since we have only 50% of the voting shares of Lorac, there can be no assurance that any such matter will be approved in the manner in which we would hope. Such dispute could have a material adverse effect on our cash flows, financial condition and results of operations and our ability to make distributions on the Units or cash interest payments on the Debentures.

As manager of Sub-Fund I since 2008, Lorac has and continues to incur liabilities as a result of managing Sub-Fund I and its assets. To the extent that Sub-Fund I is unable to satisfy such liabilities, a third party could seek recourse against Lorac. If Lorac is unable to satisfy such liabilities, Lorac could be required to seek protection from creditors under applicable bankruptcy or insolvency legislation. Taking such steps could result in Lorac being replaced as the manager of the Dundee FCPs with the result that legal title to the Initial Properties would be required to be transferred to a new manager. This would result in the

payment of RETT in Germany. The amount of such taxes could have a material adverse effect on our cash flows, financial condition and results of operations and our ability to make distributions on the Units or cash interest payments on the Debentures. We have negotiated certain limited indemnities from Sub-Fund I in connection with any prior existing liabilities of Sub-Fund I and those which may arise as a result of actions or omissions of Sub-Fund I (such as for past tax liabilities, if any). In addition to the foregoing, we have been advised by our Luxembourg counsel that creditors of Sub-Fund I could only seek recourse against the assets of Sub-Fund I and could not seek recourse against the assets of the Dundee FCPs regardless of the fact that Lorac is also acting as manager to the Dundee FCPs.

We may incur significant capital expenditures and other fixed costs

Certain significant expenditures, including property taxes, maintenance costs, mortgage 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. This may include expenditures to fulfill mandatory requirements for energy efficiency. In order to offer desirable rentable space and to generate adequate revenue over the long term, we must maintain or, in some cases, improve each property's condition to meet market demand. Maintaining a rental property in accordance with market standards can entail significant costs, which we may not be able to pass on to our tenants. Numerous factors, including the age of the relevant building structure, the material and substances used at the time of construction or currently unknown building code violations, could result in substantial unbudgeted costs for refurbishment or modernization.

If the actual costs of maintaining or upgrading a property exceed our estimates, or if hidden defects are discovered during maintenance or upgrading, which are not covered by insurance or contractual warranties, or if we are not permitted to raise the rents due to legal constraints, we will incur additional and unexpected costs. If competing properties of a similar type are built in the area where one of our properties is located or similar properties located in the vicinity of one of our properties are substantially refurbished, the net operating income derived from and the value of, such property could be reduced.

Any failure by us to undertake appropriate maintenance and refurbishment work in response to the factors described above could adversely affect the rental income we earn from such properties; for example, such a failure could entitle tenants to withhold or reduce rental payments or even to terminate existing letting contracts. Any such event could have a material adverse effect on our cash flows, financial condition and results of operations and our ability to make distributions on the Units or cash interest payments on the Debentures.

Failure to refinance existing indebtedness on acceptable terms may limit our ability to grow our portfolio

The real estate industry is capital intensive. We will require access to capital to maintain our properties, as well as to fund our growth strategy and significant capital expenditures from time to time. There is no assurance that capital will be available when needed or on favourable terms. Our failure to access required capital could adversely impact our investments, cash flows, operating results or financial condition, our ability to make distributions on the Units or cash interest payments on the Debentures and our ability to implement our growth strategy.

Our access to third-party financing will be subject to a number of factors, including:

- general market conditions;
- the market's perception of our growth potential;
- our current and expected future earnings;

- our cash flow and cash distributions and cash interest payments; and

- the market price of our Units.

Furthermore, if a property is mortgaged to secure the payment of indebtedness and we are unable to meet mortgage payments, the mortgagee could foreclose upon the property, appoint a receiver and receive an assignment of rents and leases or pursue other remedies, all of which could result in lost revenues and asset value to us.

The degree to which we are leveraged could have important consequences to Unitholders and Debentureholders. Such factors include:

- a significant portion of our cash flow may be dedicated to the payment of the principal of, and interest on, our indebtedness, thereby reducing the amount of funds available for the payment of cash distributions to Unitholders and cash interest payments on our Debentures;

- certain of our borrowings will be at variable rates of interest which exposes us to the risk of increased interest rates;

- a significant portion of cash flows could be used to service indebtedness;

- a high level of debt would increase vulnerability to general adverse economic and industry conditions;

- the covenants contained in the New Facility and our other indebtedness will limit our ability to borrow additional funds, dispose of assets, encumber our assets, pay distributions and cash interest payments on our Debentures and make potential investments;

- a high level of debt may place us at a competitive disadvantage compared to other owners of similar real estate assets that are less leveraged and therefore may be able to take advantage of opportunities that our indebtedness would prevent us from pursuing;

- our debt covenants may also affect flexibility in planning for, and reacting to, changes in the economy and in the industry;

- a high level of debt may make it more likely that a reduction in our borrowing base following a periodic valuation (or redetermination) could require us to repay a portion of then-outstanding borrowings; and

- a high level of debt may impair our ability to obtain additional financing in the future for working capital, capital expenditures, acquisitions, general trust or other purposes.

A high level of indebtedness increases the risk that we may default on our debt obligations. Our ability to make scheduled payments of the principal of, or interest on, and to otherwise satisfy our debt obligations depends on future performance, which is subject to the financial performance of our properties, prevailing economic conditions, prevailing interest rate levels, and financial, competitive, business and other factors, many of which are beyond our control. We may not be able to generate sufficient cash flows to pay the interest on our indebtedness, and our future working capital, borrowings or equity financing may not be available to pay or refinance such debt.

The New Facility requires (and any other indebtedness we may incur may require) that the Initial Properties be secured by a first ranking mortgage registered and be cross collateralized so that a default under the New Facility will permit the lenders to exercise their remedies upon all of the Initial Properties

regardless of which Dundee FCP may have been in default. In addition, the New Facility contains (and any other indebtedness we may incur may contain) restrictive covenants that may limit the discretion of our management with respect to certain business matters. These covenants place restrictions upon the Initial Properties and, among other things, may limit our ability to: (a) incur additional indebtedness; (b) create liens or other encumbrances on our assets; (c) pay distributions or make other payments including cash interest payments on our Debentures; (d) make investments, loans or provide guarantees; (e) sell or otherwise dispose of assets; and (f) merge or consolidate with another entity. The New Facility also contains, and any other indebtedness we may incur may contain, financial covenants that require us to maintain certain financial ratios under the New Facility and satisfy certain financial condition tests.

Under the New Facility, we have to maintain certain financial ratios, including an interest coverage ratio of a minimum of 2.35 times and a loan-to-value ratio not exceeding 60%. A cash trap will apply if on any test dates the interest coverage ratio is below 2.50 times or the loan-to-value ratio is greater than 55%. Any funds outstanding for two consecutive quarters under the cash trap will be subject to a cash sweep. The New Facility agreement requires that on September 2017, a one-time debt service coverage ratio greater than or equal to 2.35 times to be met. Otherwise, a debt service reserve of up to 1.88% of the then outstanding facility balance will need to be provided by way of cash or letter of credit guarantee. In addition, our failure to comply with such obligations could result in an event of default which could entitle the lender to realize on the security interest granted to it over the Initial Properties or our other assets or limit or suspend our ability to make distributions and cash interest payments on our Debentures and, if not cured or waived, could result in acceleration of the relevant indebtedness. If any indebtedness was to be accelerated, there can be no assurance that our assets would be sufficient to repay such indebtedness in full.

Changes in government regulations may affect our investments

We are subject to laws and regulations governing the ownership and leasing of real property, employment standards, environmental matters, taxes and other matters. It is possible that future changes in applicable federal, state, local or common laws or regulations or changes in their enforcement or regulatory interpretation could result in changes in the legal requirements affecting us (including with retroactive effect). In addition, the political conditions in the jurisdictions in which we will operate are also subject to change. Any changes in investment policies or shifts in political attitudes may adversely affect our investments. Any changes in the laws to which we are subject in the jurisdictions in which we operate could materially affect the rights and title to the properties. With the exception of one property, which is located in Austria, all of the properties held, directly or indirectly, by the REIT are located in Germany. Although the government in Germany is stable and generally friendly to foreign investments, there are still political risks. It is not possible to predict whether there will be any further changes in the regulatory regime(s) to which we are subject or the effect of any such change on our investments.

An investment in us is subject to certain tax considerations

We intend to continue to qualify as a "unit trust" and a "mutual fund trust" for purposes of the Tax Act. There can be no assurance that Canadian federal income tax laws and the administrative policies and assessing practices of the CRA respecting the treatment of mutual fund trusts will not be changed in a manner that adversely affects the Unitholders. If we cease to qualify as a "mutual fund trust" under the Tax Act, the income tax considerations applicable to us, would be materially and adversely different in certain respects, including that the Units may cease to be qualified investments for Plans. Some of the other significant consequences of losing mutual fund trust status are as follows:

- we would be subject to minimum tax; and
- we would cease to be eligible for the capital gains refund mechanism available under the Tax Act.

The SIFT Rules apply to a trust that is a SIFT or a partnership that is a SIFT. The REIT and Dream Cayman LP are not SIFTs for the purposes of these rules because the REIT and each of our Subsidiaries, including Dream Cayman LP, do not invest in any entity other than a "portfolio investment entity" and do not hold any "non-portfolio property" (each as defined in the Tax Act), based on our investment restrictions. If the SIFT Rules were to apply to the REIT or Dream Cayman LP, they would have an adverse impact on us and on the distributions received by the Unitholders.

Having regard to the present intention of the Trustees, we are required to distribute a sufficient amount of our net income and net realized capital gains each year to Unitholders in cash, or otherwise in order to eliminate our liability for tax under Part I of the Tax Act. Where such amount of net income and net realized capital gains in a taxation year exceeds the AFFO in the year, such excess net income and net realized capital gains will be distributed to Unitholders in the form of additional Units. Unitholders will generally be required to include an amount equal to the fair market value of those units in their taxable income, in circumstances where they do not directly receive a cash distribution.

Although we are of the view that all expenses claimed by us and our Subsidiaries are reasonable and deductible and that the cost amount and capital cost allowance claims of entities indirectly owned by us have been correctly determined, there can be no assurance that the Tax Act, or the interpretation of the Tax Act will not change, or that the CRA will agree. If the CRA successfully challenges the deductibility of such expenses or the allocation of such income, our taxable income, and indirectly the taxable income of Unitholders, will increase or change.

The extent to which distributions will be non-taxable in the future will depend in part on the extent to which entities indirectly owned by us are able to deduct depreciation, interest and loan expenses relating to our properties for purposes of the Tax Act.

We endeavour to ensure that the Units and the Debentures continue to be qualified investments for Plans; however, there can be no assurance that this will be so. In addition, Subsidiary Securities received on a redemption *in specie* of Units may not be qualified investments for Plans. The Tax Act imposes penalties for the acquisition or holding of non-qualified investments.

Tax laws or other law or government incentive programs or regulations may change

Although we have been structured with the objective of maximizing after-tax distributions, tax charges and withholding taxes in various jurisdictions in which we invest will affect the level of distributions made to us and accordingly to Unitholders. No assurance can be given as to the level of taxation suffered by us, our Subsidiaries or the Dundee FCPs. Currently, the majority of our investments, and our revenues, are investments located in Germany, which will subject us to legal and political risks specific to Germany, including but not limited to:

- the enactment of laws prohibiting or restricting the foreign ownership of property;
- laws restricting us from removing profits earned from activities in Germany to Luxembourg, including the payment of distributions and nationalisation of assets;
- change in the availability, cost and terms of mortgage funds resulting from varying national economic policies;
- changes in real estate and other tax rates and other operating expenses in Germany; and
- more stringent environmental laws or changes in such laws.

Any of these factors could adversely impact our investments, cash flows, operating results or financial condition, our ability to make distributions on the Units or cash interest payments on the Debentures and our ability to implement our growth strategy

Changes in tax legislation, administrative practice or case law could have adverse tax consequences for us. Despite a general principle prohibiting retroactive changes, amendments to applicable laws, orders and regulations can be issued or altered with retroactive effect. Additionally, divergent interpretations of tax laws by the tax authorities or the tax courts are possible. These interpretations may be changed at any time with adverse effects on our taxation. Furthermore, court decisions are often overruled by the tax authorities by way of issuing non-application decrees. As a result, major uncertainties exist with regard to the taxation rules applicable to us and our Subsidiaries. Deviating views adopted by the tax authorities or the tax courts might lead to a higher tax burden for us. Additionally, if adverse changes in the tax framework should occur, or if we are subject to tax audits or reassessments that result in the imposition of taxes individually or together, this could adversely impact our investments, cash flows, operating results or financial condition, our ability to make distributions on the Units or cash interest payments on the Debentures and our ability to implement our growth strategy.

Tax considerations relating to FAPI may affect our financial condition

"Foreign accrual property income" ("**FAPI**") for purposes of the Tax Act of a foreign affiliate and controlled foreign affiliate is generally computed in Canadian currency and in accordance with Part I of the Tax Act as though the affiliate were resident in Canada, subject to the detailed rules contained in the Tax Act. The calculation of FAPI of a controlled foreign affiliate is complex. While the REIT expects that the distribution policies of the CFAs will minimize the net FAPI income at the Dream Cayman LP level, no assurances can be made in this regard. This may result in an increase in the taxable income of the REIT and the Unitholders and a decrease in the tax deferred portion of distributions and in some cases, including cases in which foreign exchange gains are realized on the repayment of debts, taxable income in excess of our cash distributions to Unitholders.

German taxes may affect our cash flows, financial condition and distributions to Unitholders

In November 2013 the two chambers of the German Parliament had completed the revised "Investment Tax Act" applicable to all Alternative Investment Funds under the AIFMD which has become effective as of December 24, 2013. The new law does still not contain specific rules or clarifying guidance regarding the taxation of foreign investment funds such as the Dundee FCPs used in our Lorac holding structure for German non-resident taxation purposes with regard to German assets directly held. In our view, the Dundee FCPs should be transparent from a German corporate income tax perspective under the current law, thus all income should be attributable to the Dundee FCP Unitholders. However, the tax authorities are aiming to tax income at the level of the Dundee FCPs. Under the Tax Amendments, which were passed by the German federal government in the regular legislation process on February 24, 2016 and will become effective as of January 1, 2018, foreign funds investing into German assets through FCPs will generally be treated as quasi-corporate tax payers. We intend to manage our tax affairs with a view to minimizing, to the extent possible, the amount of taxable income from operations in Germany. At the end of 2012 the competent tax office requested that tax returns be filed only for Lorac Investment Fund – Sub Fund I, so far. An objection has been filed against the tax assessments issued. The Dundee FCPs were requested by the tax office Dortmund-Ost in March 2015 to file CIT tax returns for 2011 and 2012 as well as in April 2015 to file CIT tax returns for 2013. The returns have been submitted to the tax office and assessed for the years 2011 to 2013. In February 2016 the tax returns for the year 2014 have been requested by the tax office as well. These returns will be filed within the next weeks. All taxes assessed have been suspended from payment given the current lawsuit of Lorac Investment Fund – Sub Fund I. In light of the above-mentioned new tax law, it is uncertain whether the Dundee FCPs or the Dundee FCP Unitholders, respectively, will be subject to tax with respect to all taxation periods or only future periods. In addition, German RETT is triggered among other things when there is a transfer of legal title of properties from one legal person to another. In the case of the reallocation of the Initial Properties, legal

title was not transferred and, consequently, no RETT should be payable in connection therewith. However, the Reallocation Agreement provides that if, unexpectedly, RETT does become payable as a result of the reallocation of the Initial Properties, the RETT will be shared equally between us and Sub-Fund I. Depending on the location of each of the Initial Properties, the rate of RETT that would be payable in such circumstances in connection with the Initial Properties would range between 3.5% to 5.0% of the Reallocation Consideration allocated to each property. The payment of corporate income tax or RETT could materially and adversely affect our cash flows, financial condition and distributions to Unitholders and cash interest payments on the Debentures.

Further, we have structured our affairs to ensure that neither the Dundee FCP Unitholders, the Dundee FCPs nor the corporate entities which acquired additional properties have permanent establishments in Germany, which is relevant for determining whether they would also be liable to municipal trade tax, unless they qualify for an exemption from such tax. If it is determined that the Dundee FCP Unitholders, the Dundee FCPs or the corporate entities holding German properties do have permanent establishments in one or more German municipalities and that they do not qualify for the exemption, the overall rate of German income tax applicable to taxable income would increase from 15.825% to a rate of between approximately 23% and 33%, depending on the German municipalities in which such permanent establishments would be located, which could materially and adversely affect our cash flows, financial condition and distributions to Unitholders and cash interest payments on the Debentures.

On December 18, 2012, the Federal Ministry of Finance issued a decree stating that the European Union agreed on a common understanding of the European VAT directive with regard to the qualification of services which are deemed to be real property related services. According to the decree, asset management services might be considered to be property related services which are subject to VAT in the country where the property is located rather than where the recipient of the services is tax resident. It is currently still unclear as to precisely which services are subject to the decree. Additional VAT costs could occur to the extent input VAT is not deductible.

Changes in International Tax Rules may adversely affect our cash flows and financial condition

As described elsewhere in this AIF, a number of our Subsidiaries are subject to taxation in Luxembourg, Germany and Austria. Longstanding international norms that determine each country's jurisdiction to tax cross-border activities are evolving. For example, the Base Erosion and Profit Shifting project ("**BEPS**") currently being undertaken by the G20 and the Organization for Economic Cooperation and Development reflects concern about what is considered to be the inappropriate shifting of profits from high tax jurisdictions to low tax jurisdictions. Further, partly in response to the BEPS initiative, the European Union ("**EU**") Commission recently issued a seven-part Anti-Tax Avoidance Package ("**ATAP**"). Tax changes arising from BEPS and/or the ATAP could reduce the ability of our Subsidiaries to deduct the interest they pay on inter-company loans, thereby potentially increasing their foreign tax liability; it is also possible that EU member states could increase their withholding taxes on dividends and interest. Given the uncertainty around any possible changes and their potential interdependency, it is difficult at this point, to assess the overall impact, if any, that these changes may have on our cash flow.

Failure to receive deductions for interest payments may adversely affect our cash flows, results of operations and financial condition

We have entered into various financing transactions with third parties and affiliates. These debt financing agreements require us to pay principal and interest.

There are several rules in German tax laws restricting the tax deductibility of interest expenses for corporate income and municipal trade tax purposes. Such rules have been changed considerably on several occasions in the recent past. As a result, major uncertainties exist as to the interpretation and application of such rules, which are not yet clarified by the tax authorities and the tax courts. The tax deductibility of interest expenses depends on, among other things, the details of the security structure for debt financings, the annual amount of tax net-debt interest, the amounts and terms of shareholder or

affiliate financings and our general tax structure. There is a risk of additional taxes being triggered on the rental income and capital gains in case the tax authorities or the tax courts adopt deviating views on the above. If this were the case, this would result in a higher tax burden and, consequently, could have a material adverse effect on our cash flows, financial condition and results of operations and ability to pay distributions on the Units and cash interest payments on the Debentures.

Changes in currency exchange rates could adversely affect our business

Substantially all of our investments and operations are conducted in currencies other than Canadian dollars; however, we are paying distributions to Unitholders and interest payments on our Debentures in Canadian dollars. We will also raise funds primarily in Canada from the sale of securities in Canadian dollars and invest such funds indirectly through Dream Cayman LP in currencies other than Canadian dollars. As a result, fluctuations in such foreign currencies against the Canadian dollar could have a material adverse effect on our financial results, which is denominated and reported in Canadian dollars, and on our ability to pay cash distributions to Unitholders and cash interest payments on our Debentures. We have implemented active hedging programs in order to offset the risk of revenue losses and to provide more certainty regarding the payment of distributions to Unitholders and interest payments on our Debentures if the Canadian dollar increases in value compared to foreign currencies. However, to the extent that we fail to adequately manage these risks, including if any such hedging arrangements do not effectively or completely hedge changes in foreign currency rates, our financial results, and our ability to pay distributions to Unitholders and cash interest payments on our Debentures, may be negatively impacted.

Hedging transactions involve the risk that counterparties, which are generally financial institutions, may be unable to satisfy their obligations. If any counterparties default on their obligations under the hedging contracts or seek bankruptcy protection, it could have an adverse effect on our ability to fund planned activities and could result in a larger percentage of future revenue being subject to currency changes.

In the future, our obligations under hedging arrangements may be secured by all or a portion of our assets, the value of which must cover the fair value of the transactions outstanding under the facility by some multiple. If the collateral value were to fall below the coverage designated, we may be required to post cash or letters of credit with the counterparties if we did not have sufficient unencumbered assets available to cover the shortfall, which could materially adversely affect our ability to pay distributions on the Units or cash interest payments on our Debentures.

Changes in interest rates could adversely affect our cash flows and our ability to pay distributions and make interest payments

We required extensive financial resources to complete the Acquisition and all subsequent acquisitions. When concluding financing agreements or extending such agreements, we depend on our ability to agree on terms for interest payments that do not impair our desired profit and on amortization schedules and that do not restrict our ability to pay distributions and interest payments on our Debentures. Given the current historical low level of interest rates there is a risk that interest rates will increase. An increase in interest rates could result in a significant increase in the amount paid by us and our Subsidiaries to service debt, resulting in a decrease in distributions to Unitholders, and could impact the market price of the Units or the Debentures. In addition, increasing interest rates may put competitive pressure on the levels of distributable income paid by us to Unitholders, increasing the level of competition for capital faced by us, which could have a material impact on the trading price of the Units or the Debentures.

We have implemented active hedging programs in order to offset the risk of revenue losses, and to provide more certainty regarding the payment of distributions to Unitholders and cash interest payments under the Debentures should current variable interest rates increase. However, to the extent that we fail to adequately manage these risks, including if any such hedging arrangements do not effectively or completely hedge increases in variable interest rates, our financial results, and our ability to pay

distributions to Unitholders and cash interest payments under the New Facility, the Debentures and future financings may be negatively affected. Hedging transactions involve inherent risks. Increases in interest rates generally cause a decrease in demand for properties. Higher interest rates and more stringent borrowing requirements, whether mandated by law or required by banks, could have a significant negative effect on our ability to sell any of our properties. See "– Changes in currency exchange rates could adversely affect our business" above.

Acquisitions of properties may expose us to undisclosed defects and obligations

Our external growth prospects depend in large part on identifying suitable acquisition opportunities, pursuing such opportunities and consummating acquisitions. We intend to make acquisitions and dispositions of properties in accordance with our external growth strategy. Achieving the benefits of acquisitions depends in part on successfully consolidating functions and integrating operations and procedures in a timely and efficient manner, as well as our ability to realize our anticipated growth opportunities and synergies from our newly acquired properties.

Notwithstanding pre-acquisition due diligence, it is not possible to fully understand a property before it is owned and operated for an extended period of time. For example, we could acquire a property that contains undisclosed defects in design or construction. Furthermore, we are not always able to obtain from the seller the records and documents that we need in order to fully verify that the buildings we acquire were constructed in accordance, and that their use complies, with planning laws and building code requirements. Accordingly, in the course of acquiring a property, specific risks might not be or might not have been, recognized or correctly evaluated. Thus, we could have overlooked or misjudged legal and/or economic liabilities. These circumstances could lead to additional costs and could have an adverse effect on our proceeds from sales and rental income of the relevant properties. In addition, after the acquisition of a property by us, the market in which the acquired property is located may experience unexpected changes that adversely affect the property's value. The occupancy of properties that we acquire may decline during its ownership, and rents that are in effect at the time a property is acquired may decline thereafter. For these reasons, among others, our property acquisitions may cause us to experience losses. If we are unable to manage our growth and integrate our acquisitions effectively, our investments, operating results and financial condition could be adversely affected.

If we discover, during the course of a refurbishment or modernization, that a building we acquired is subject to historic preservation laws, the need to comply with the respective historic preservation requirements could lead to significant delays in the refurbishment or modernization process, the inability to carry out particular refurbishment or modernization measures, and also significantly higher costs for the particular project. These factors could result in us being unable to perform our contractual obligations to a tenant, with the consequence that the tenant's obligation to make payments would be excused or deferred. The same would be true if the legal requirements relating to existing and permitted properties and their use become more onerous, particularly with respect to construction and environmental requirements. We will continually assess the value and contribution of our properties and may dispose of properties from time to time if determined to be in our best interests. Depending on the state of the market for these types of properties, if disposed of, we may realize less than our carrying value in our financial statements.

Losses of key personnel may affect our ability to operate

Our operations are dependent upon the participation of our key personnel, including Ms. Gavan, our President and Chief Executive Officer, Mr. Cooper, our Vice-Chairman and the Chair of the Executive Committee of the Board of Trustees and key employees of Dream Lux Manager and Dream Germany Sub-Manager, respectively. While we believe that we could find replacements for these employees, the loss of their services and our inability to attract and retain qualified and experienced personnel may materially affect our ability to operate and expand which could materially and adversely affect our operating results and financial condition.

We depend on information technology systems

Our businesses depend on information technology systems for day-to-day operations. If we are unable to operate our systems or make enhancements as needed, or if our systems go down, it could have an adverse effect on our ability to service tenants, manage our operation or meet our obligations, which in turn could have an adverse impact on our results and financial position. Important processes such as roll-outs, software and equipment upgrades and information security procedures are continually being assessed to ensure they are as effective as possible in order to support management in achieving our strategic objectives.

Controls and procedures may not perform as intended

The REIT has established internal controls over financial reporting and disclosure controls and procedures are designed in accordance with NI 52-109. A control system, no matter how well conceived and operated, can provide only reasonable and not absolute assurance that the objectives of the control system are met. As a result of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues, including instances of fraud, if any, have been detected. These inherent limitations include, amongst other items: (i) that management's assumptions and judgments could ultimately prove to be incorrect under varying conditions and circumstances; and (ii) the impact of isolated errors. In addition, controls may be circumvented by the unauthorized acts of individuals, by collusion of two or more people, or by management override. The design of any system of controls is also based, in part, upon certain assumptions about the likelihood of future events, and there can be no assurance that any design procedures will succeed in achieving its stated goals under all potential (future) conditions.

Our Trustees, executive officers and DAM may be put in a position of conflict as a result of their positions held and interests in other businesses

Certain of our Trustees and executive officers are also Trustees, directors and/or officers of DAM, and may continue to be engaged, in activities that may put them in conflict with our investment strategy. In addition, these individuals may hold equity in or positions with other companies managed by DAM or its affiliates and, accordingly, these individuals may not devote all of their time and attention to us. Consequently, these positions or equity interests could create, or appear to create, conflicts of interest with respect to matters involving us or DAM or its affiliates. Pursuant to the Declaration of Trust, all decisions to be made by the Trustees which involve us are required to be made in accordance with the Trustees' duties and obligations to act honestly and in good faith with a view to the best interests of the REIT and the Unitholders. In addition, our Trustees and officers are required to declare their interests in, and such Trustees are required to refrain from voting on, any matter in which they may have a material conflict of interest. However, there can be no assurance that the provisions in the Declaration of Trust will adequately address potential conflicts of interest or that such actual or potential conflicts of interest will be resolved in our favour.

DAM acts as the asset manager for Dream Industrial REIT and Dream Hard Asset Alternatives Trust and also provides management services to Dream Office REIT and other entities. As asset manager for other entities and on its own behalf, DAM will pursue other business opportunities, including but not limited to real estate and development business opportunities outside of the REIT. These multiple responsibilities to public companies and other businesses could create competition for the time and efforts of DAM which could materially and adversely affect our cash flows, operating results and financial condition.

We rely on DAM for asset management services

We rely on DAM with respect to the asset management of our properties. Consequently, our ability to achieve our investment objectives depends in large part on DAM and its ability to advise us. This means that our investments are dependent upon DAM's business contacts, its ability to successfully hire, train,

supervise and manage its personnel and its ability to maintain its operating systems. If we were to lose the services provided by DAM or its key personnel, our investments and growth prospects may decline. We may be unable to duplicate the quality and depth of management available to it by becoming a self-managed company or by hiring another asset manager. Prospective investors should not purchase any Units or Debentures unless they are prepared to rely on our Trustees, executive officers and DAM.

Although the Asset Management Agreement provides that DAM will automatically be rehired at the expiration of each term (subject to certain termination provisions), DAM has the right, at any time after the initial 10-year term upon 180 days' notice, to terminate the Asset Management Agreement for any reason. The Asset Management Agreement may also be terminated in other circumstances, such as in the event of default or insolvency of DAM within the meaning of such agreement. Accordingly, there can be no assurance that DAM will continue to be our asset manager. If DAM should cease for whatever reason to be the asset manager, the cost of obtaining substitute services may be greater than the fees we will pay DAM under the Asset Management Agreement, and this may adversely impact our ability to meet our objectives and execute our strategy which could materially and adversely affect our cash flows, operating results and financial condition.

Concentration of properties in Germany may adversely affect our financial performance

All but one of the properties held, indirectly or directly, by the REIT are located in Germany and, as a result, are impacted by economic and other factors specifically affecting the real estate markets in Germany. These factors may differ from those affecting the real estate markets in other regions. Due to the concentrated nature of the properties, a number of the properties could experience any of the same conditions at the same time. If real estate conditions in Germany decline relative to real estate conditions in other regions, our cash flows, operating results and financial condition may be more adversely affected than those of companies that have more geographically diversified portfolios of properties.

Competition in the German real estate market may adversely affect our financial performance

The real estate market in Germany is highly competitive and fragmented and we will compete for real property acquisitions with individuals, corporations, institutions (Canadian and foreign) and other entities which are seeking or may seek real property investments similar to those we desire. An increase in the availability of investment funds or an increase in interest in real property investments may increase competition for real property investments, thereby increasing purchase prices and reducing the yield on them.

Numerous other developers, managers and owners of properties will compete with us in seeking tenants. Some of the properties owned by our competitors are better located, better quality or less leveraged than the properties owned by us. Some of our competitors are better capitalized and stronger financially and hence better able to withstand an economic downturn. The existence of competition for tenants could have an adverse effect on our ability to lease space in our properties and on the rents charged or concessions granted, and could materially and adversely affect our cash flows, operating results and financial condition and our ability to make distributions on the Units and cash interest payments on our Debentures.

We may not be able to source suitable acquisitions

Our strategy includes growth through identifying suitable acquisition opportunities, pursuing such opportunities, consummating acquisitions and effectively operating and leasing such properties. If we are unable to manage growth effectively, it could adversely impact our cash flows, financial condition and results of operations. There can be no assurance as to the pace of growth through property acquisitions or that we will be able to acquire assets on an accretive basis, and as such there can be no assurance that distributions to holders of Units will increase in the future.

Investments in, and profits and cash flows from, properties may be lost in the event of uninsured or underinsured losses to properties or losses from title defects

We carry property owners liability and excess liability insurance with limits which are typically obtained for similar real estate portfolios in Germany and otherwise acceptable to the Trustees. For the property risks we intend to carry "All Risks" property insurance including but not limited to coverage for flood, earthquake (subject to certain policy limits, deductibles and self-insurance requirements), loss of rental income and coverage for machinery and equipment breakdown. There are, however, certain types of risks (generally of a catastrophic nature such as from war or nuclear accident) which are uninsurable under any insurance policy. Furthermore there are other risks that are not economically viable to insure at this time. We partially self-insure against terrorism risk for our entire portfolio. Should an uninsured or underinsured loss occur, we could lose our investment in, and anticipated profits and cash flows from, one or more of our properties, but we would continue to be obligated to repay any recourse mortgage indebtedness on such properties. We do not carry title insurance on our properties. If a loss occurs resulting from a title defect with respect to a property where there is no title insurance or the loss is in excess of insured limits, we could lose all or part of our investment in, and anticipated profits and cash flows from, such property.

A change in indexation for inflation may affect our financial condition

The rents payable under the Deutsche Post leases are automatically adjusted if the consumer price index for Germany changes by more than 4.3 index points. This means that our rental income will increase if the consumer price index for Germany increases by more than 4.3 index points. However, it also means that our rental income will decrease if the consumer price index for Germany decreases by more than 4.3 index points. As a result, a significant decrease in the consumer price index for Germany could have a material adverse effect on our cash flows, operating results and financial condition. The fixed rents payable under other lease agreements in respect of the Initial Properties and other properties we may acquire will not normally provide for adjustments following a general change in prices. As a result, our revenues adjusted for inflation could be materially and adversely affected from an unexpected rise in inflation, which could have a materially adverse effect on our cash flows, operating results or financial condition.

Investments through joint venture, partnership and co-ownership agreements may restrict our ability to deal with a property or expose us to liability

We are a participant in joint ventures and partnerships with third parties in respect of nine of the REIT's properties. A joint venture or partnership involves certain additional risks, including, (i) the possibility that such co-venturers/partners may at any time have economic or business interests or goals that will be inconsistent with ours or take actions contrary to our instructions or requests or to our policies or objectives with respect to our real estate investments, (ii) the risk that such co-venturers/partners could experience financial difficulties or seek the protection of bankruptcy, insolvency or other laws, which could result in additional financial demands on us to maintain and operate such properties or repay the co-venturers'/partners' share of property debt guaranteed by us or for which we will be liable and/or result in our suffering or incurring delays, expenses and other problems associated with obtaining court approval of joint venture or partnership decisions, (iii) the risk that such co-venturers/ partners may, through their activities on behalf of or in the name of, the ventures or partnerships, expose or subject us to liability, and (iv) the need to obtain co-venturers'/partners' consents with respect to certain major decisions, including the decision to distribute cash generated from such properties or to refinance or sell a property. In addition, the sale or transfer of interests in certain of the joint ventures and partnerships may be subject to rights of first refusal or first offer and certain of the joint venture and partnership agreements may provide for buy-sell or similar arrangements. Such rights may be triggered at a time when we may not desire to sell but may be forced to do so because we do not have the cash to purchase the other party's interests. Such rights may also inhibit our ability to sell an interest in a property or a joint venture/partnership within the time frame or otherwise on the basis we desire. The investment by the REIT, its Subsidiaries or

the Dundee FCPs in properties through joint venture and partnership agreements is subject to the investment guidelines set out in "Investment Guidelines and Operating Policies".

We may not be able to manage internal controls of third parties

Effective internal controls are necessary for us to provide reliable financial reports and to help prevent fraud. Although we undertook a number of procedures and DAM has significant safeguards and experience, in each case, in order to help ensure the reliability of financial reports, including those imposed on us under Canadian securities law, we (and DAM) are also reliant on the internal controls of our third party property managers. We cannot therefore be certain that such measures will ensure that we will maintain adequate control over financial processes and reporting. Failure to implement required new or improved controls, or difficulties encountered in their implementation, could harm our results of operations or cause us to fail to meet our reporting obligations. If we or our auditor discover a material weakness, the disclosure of that fact, even if quickly remedied, could reduce the market's confidence in our consolidated financial statements and adversely affect the trading price of the Units and Debentures.

Dispositions of certain of the Initial Properties are subject to pre-emptive rights, rights of first refusals or options to purchase

As discussed above, certain of the Initial Properties are subject to pre-emptive rights, rights of first refusals or options to purchase in favour of third parties. As the Acquisition did not involve the transfer of legal title to any of the Initial Properties, these third party rights were not applicable in the context of the Acquisition. However, these rights continue to exist and may adversely affect the marketability of these properties if and when we should decide to sell them.

Regulatory requirements may limit a future change of use for some properties

A change of use of our properties may be limited by several regulatory requirements, including monument protection regulations, urban development regulations, specific limitations for postal buildings and general planning law requirements. This may therefore inhibit our ability to re-lease vacant space to subsequent tenants, or may adversely affect our ability to sell, lease or finance the affected properties.

Restitution claims may affect our ability to manage the our properties and affect our revenues

People who had property located in the former German Democratic Republic ("**GDR**") (*Deutsche Demokratische Republik*) that was expropriated by the GDR or who lost property due to racist, political, religious or ideological reasons during 1933 and 1945 may be entitled to restitution or compensation under the German Act on Unsettled Property Issues (*Gesetz zur Regelung offener Vermögensfragen, Vermögensgesetz*).

In addition, persons who developed real properties in the territory of the former GDR as users may be entitled to: (i) acquire such real property at a price equivalent to half of the market value; or (ii) be granted a hereditary building right (ground lease) with a hereditary ground rent equivalent to half of the usual amount under the German Act on the Adjustment of Property Law (*Sachenrechtsbereinigungsgesetz*).

To the extent required in connection with Sub-Fund I's acquisition of the Initial Properties, our properties located in the territory of the former GDR (approximately 19% of our properties) have received a certification according to the German Act of Real Estate Transactions (*Grundstückverkehrsordnung*), which is generally only issued if no restitution procedure is pending. Further, the notification deadline under the German Act of Unsettled Property Issues generally, subject to certain exemptions, expired at the end of 1992. However, the aforementioned restitution and compensation claims cannot be entirely excluded. If any such claims were to be brought regarding properties owned by us, we would be severely limited in our ability to manage such properties and may even be forced to transfer such properties to successful claimants without adequate compensation. Any such limitations or compulsory transfers of

property could have a material adverse effect on our cash flows, financial condition, results of operations and ability to pay distributions on the Units and cash interest payments on our Debentures.

Market for Securities and Prices

The REIT is an unincorporated open-ended investment trust and its Units and Debentures are listed on the TSX. There can be no assurance that an active trading market in the Units or Debentures will be sustained. A publicly traded real estate investment trust does not necessarily trade at values determined solely by reference to the underlying value of its real estate assets. Instead, the Units and Debentures may trade at a premium or a discount to such values. A number of factors may influence the market price of the Units and Debentures, including general market conditions, fluctuations in the markets for equity and/or debt securities, short-term supply and demand factors for real estate investment trusts and numerous other factors beyond our control.

The ability of Unitholders to redeem Units is subject to restrictions on redemption

It is anticipated that the redemption right attached to the Units will not be the primary mechanism by which holders of such Units will liquidate their investments. The entitlement of holders of Units to receive cash upon the redemption of their Units is subject to the limitations that: (a) the total amount payable by us in respect of such Units and all other Units tendered for redemption in the same calendar month shall not exceed $50,000 (provided that such limitations may be waived at the discretion of the Trustees); (b) at the time such Units are tendered for redemption, the outstanding Units shall be listed for trading on a stock exchange or traded or quoted on another market which the Trustees consider, in their sole discretion, provides representative fair market value prices for such series of the Units; and (c) the normal trading of the Units is not suspended or halted on any stock exchange on which such Units are listed (or, if not listed on a stock exchange, on any market on which such Units are quoted for trading) on the Redemption Date or for more than five trading days during the 20-day trading period commencing immediately after the Redemption Date.

Subordination of the Units may limit our ability to pay distributions

In the event of a bankruptcy, liquidation or reorganization of us or any of our Subsidiaries, holders of our indebtedness and our trade creditors will generally be entitled to payment of their claims from our assets and those of our Subsidiaries before any assets are made available for distribution to us or our Unitholders. The Units are subordinated to the debt and other obligations of us and our Subsidiaries. We and our Subsidiaries will generate all of our revenue available for distribution and hold substantially all of our operating assets.

Cash distributions are not guaranteed and may fluctuate with our financial performance

Our distribution policy is established in the Declaration of Trust and may only be changed with the approval of a majority of unitholders. However, the Trustees may reduce or suspend cash distributions indefinitely, which could have a material adverse impact on the market price of the Units.

Although we intend to make cash distributions in accordance with our distribution policy, the actual cash flow available for distribution to Unitholders is dependent on the amount of cash flow paid to us by our operating entities and can vary significantly from period to period for a number of reasons, including among other things: (a) the amount of net rental income derived from our properties; (b) the amount of cash required or retained for debt service or repayment; (c) amounts required to fund capital expenditures and working capital requirements; (d) tenant allowances; (e) leasing commissions; (f) Unit redemptions; (g) foreign currency exchange rates and interest rates; (h) the level of foreign taxes, if any, payable by a Subsidiary or the Dundee FCPs and (i) other factors that may be beyond our control. These amounts are subject to the discretion of the Trustees, which will regularly evaluate our distribution payout with respect to anticipated cash flows, debt levels, capital expenditure plans and amounts to be retained to fund acquisitions and expenditures. In addition, our level of distributions per Unit will be affected by the

number of outstanding Units and other securities that may be entitled to receive cash distributions. Distributions may be increased, reduced or suspended entirely depending on our operations and the performance of our assets. The market value of the Units may deteriorate if we are unable to meet distribution expectations in the future and such determination may be material.

Unitholders do not have legal rights normally associated with ownership of shares of a corporation

Unitholders do not have all of the statutory rights normally associated with ownership of shares of a corporation including, for example, the right to bring "oppression" or "derivative" actions against us or "dissent rights" in the context of certain transactions. The Units are not "deposits" within the meaning of the *Canada Deposit Insurance Corporation Act* and are not insured under the provisions of that Act or any other legislation. Furthermore, we are not a trust company and, accordingly, are not registered under any trust and loan company legislation as we do not carry on or intend to carry on the business of a trust company.

Unitholder liability may arise

The Declaration of Trust provides that no holder of REIT Units or annuitant or beneficiary of a trust governed by a Plan/or of any Plan of which a holder of REIT Units acts as an annuitant will be held to have any personal liability as such, and that no resort shall be had to, nor shall recourse or satisfaction be sought from, the private property of any holder of REIT Units or annuitant for any liability whatsoever, whether constituting extra contractual or contractual liability or arising in tort, contract or otherwise, to any Person in connection with our property or our affairs, including for satisfaction of any obligation or claim arising out of or in connection with any contract or obligation of us or of the Trustees or any obligation which a holder of REIT Units or annuitant would otherwise have to indemnify a Trustee for any personal liability incurred by the Trustee as such ("**Trust Liability**"). Only our assets are intended to be liable and subject to levy or execution for satisfaction of such Trust Liability. Each holder of REIT Units and annuitant is entitled to be reimbursed out of our assets in respect of any payment of such Trust Liability made by such holder of REIT Units or annuitant.

The Declaration of Trust further provides that the Trustees shall cause our operations to be conducted, with the advice of counsel, in such a way and in such jurisdictions as to avoid, to the extent they determine practicable and consistent with their fiduciary duty to act in the best interests of the holders of REIT Units, any material risk of liability on the holders of REIT Units for claims against us, and shall, to the extent available on terms which they determine to be practicable, including the cost of premiums, cause the insurance carried by us, to the extent applicable, to cover the holders of REIT Units and annuitants as additional insured. Any written instrument creating an obligation which is or includes the granting by us of a mortgage and, to the extent the Trustees determine it to be practicable and consistent with their fiduciary duties to act in the best interest of the holders of REIT Units, any written instrument which is a material obligation, shall contain a provision that the obligation created is not personally binding upon the Trustees, the holders of REIT Units or officers, employees or agents of us, but that our only property or a specific portion thereof is bound. Except in case of bad faith or gross negligence on their part, no personal liability will attach under the laws of the Province of Ontario to Unitholders or annuitants for contract claims under any written instrument disclaiming personal liability as aforesaid.

However, in conducting our affairs, we are acquiring immovable property investments, subject to existing contractual obligations, including obligations under hypothecs, mortgages and leases. The Trustees will use commercially reasonable efforts to have any such obligations, other than leases, modified so as not to have such obligations binding upon any of the unitholders or annuitants personally. However, we may not be able to obtain such modification in all cases. If a claim is not satisfied by us, there is a risk that a unitholder or annuitant will be held personally liable for the performance of the obligations of us where the liability is not disavowed as described above. The possibility of any personal liability attaching to unitholders or annuitants under the laws of the Province of Ontario for contract claims where the liability is not so disavowed is remote.

The issuance of additional REIT Units will result in dilution

The number of REIT Units we are authorized to issue is unlimited. We may, in our sole discretion, issue additional REIT Units from time to time. Any REIT issuance of REIT Units, including Units issued in consideration for properties acquired by us, will have a dilutive effect on existing unitholders.

Regulatory approvals may be required in connection with a distribution of securities on a redemption of Units or our termination

Upon a redemption of REIT Units or termination of the REIT, the Trustees may distribute securities directly to the unitholders, subject to obtaining any required regulatory approvals. No established market may exist for the securities so distributed at the time of the distribution and no market may ever develop. In addition, the securities so distributed may not be qualified investments for Plans, depending upon the circumstances at the time.

The Debentures are unsecured, subordinated obligations of the REIT

The likelihood that purchasers of the Debentures will receive payments owing to them under the terms of the Debentures depends on our financial condition and creditworthiness. In addition, the Debentures are unsecured obligations and are subordinate in right of payment to all of our existing and future Senior Indebtedness (as defined under "Description of the Debentures – Subordination"). Therefore, if we become bankrupt, liquidate our assets, reorganize or enter into certain other transactions, our assets will be available to pay our obligations with respect to the Debentures only after we have paid all of our senior and secured indebtedness in full. There may be insufficient assets remaining following such payments to pay amounts due on any or all of the Debentures then outstanding. The Debentures are also effectively subordinate to claims of creditors of our Subsidiaries except to the extent that we are a creditor of such Subsidiaries ranking at least *pari passu* with such other creditors. The Trust Indenture does not prohibit or limit our ability or the ability of our Subsidiaries to incur additional debt or liabilities (including Senior Indebtedness and secured indebtedness) or to make distributions except in respect of cash distributions where an Event of Default caused by the failure to pay interest when due has occurred and such default has not been cured or waived. The Trust Indenture does not contain any provision specifically intended to protect holders of Debentures in the event of a future leveraged transaction involving us.

The effect of certain transactions on the Debentures could substantially lessen or eliminate the value of the conversion privilege

In the case of certain transactions involving us that could occur in the future, the Debentures will become convertible into the securities, cash or property receivable by a unitholder in the kind and amount of securities, cash or property into which the Debentures were convertible immediately prior to the transaction. This change could substantially lessen or eliminate the value of the conversion privilege associated with the Debentures in the future. For example, if we were acquired in a cash merger, the Debentures would become convertible solely into cash and would no longer be convertible into securities whose value would vary depending on our future prospects and other factors. See "Description of the Debentures – Conversion Privilege".

Our ability to enforce contracts may be limited

From time to time we enter into contracts with third parties who make representations and warranties to us with respect to certain matters or agree to indemnify us if certain circumstances should occur. There can be no assurance that we will be fully protected in the event of a breach of such representations and warranties or if such circumstances should occur or that such party will be in a position to indemnify us in any such event. We may not be able to successfully enforce an indemnity contained in an agreement against such party or any such indemnity may not be sufficient to fully indemnify us from third party claims. In addition, we may be subject to undisclosed liability to third parties and such liability may be material, which could negatively impact our financial condition and results of operations and decrease the amount of cash available for distribution to Unitholders and for cash interest payments on our Debentures.

MARKET FOR SECURITIES

Trading Price and Volume

Our Units are listed on the TSX under the symbol "DRG.UN". The following table sets forth the high and low reported trading prices and the trading volume of the Units on the TSX for each month of the most recently completed financial year:

Period	High ($)	Low ($)	Volume
January 2015	9.28	8.36	5,509,731
February 2015	9.57	8.90	3,256,881
March 2015	9.89	9.07	5,249,109
April 2015	10.45	9.75	6,917,274
May 2015	10.29	9.73	5,170,431
June 2015	10.11	9.40	6,211,515
July 2015	9.98	9.37	5,955,886
August 2015	9.77	8.40	3,884,608
September 2015	9.26	8.71	3,654,917
October 2015	9.44	8.78	4,398,717
November 2015	9.24	8.25	4,999,602
December 2015	8.79	7.70	5,480,076

Our 5.5% Debentures are listed on the TSX under the symbol "DRG.DB". The following table sets forth the high and low reported trading prices and the trading volume of the 5.5% Debentures on the TSX for each month of the most recently completed financial year:

Period	High ($)	Low ($)	Volume
January 2015	102.01	100.00	9,810
February 2015	105.00	100.03	12,010
March 2015	104.50	101.50	10,960
April 2015	103.01	100.44	12,780
May 2015	103.50	101.75	13,510
June 2015	103.50	102.25	17,730
July 2015	103.50	101.75	9,260
August 2015	104.10	102.50	6,770
September 2015	102.50	100.31	5,760
October 2015	102.00	100.00	16,225
November 2015	102.00	100.00	22,926
December 2015	101.01	98.50	11,230

INTERESTS OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

Except as described in this AIF, no Trustee, officer of the REIT, or unitholder that beneficially owns, or controls or directs more than 10% of the REIT Units, or any associate or affiliate of any of the foregoing persons, has or has had any material interest in any transaction within the last three years or during the current financial year, or any proposed transaction, that has materially affected or would materially affect the REIT, any of its Subsidiaries or the Dundee FCPs.

MATERIAL CONTRACTS

The only material contracts, other than contracts entered into in the ordinary course of business, that we entered into in 2015 or after, or entered into before 2015 but are still in effect, are:

1. the Declaration of Trust described under "Declaration of Trust and Description of REIT Units";

2. the Asset Management Agreement described under "Real Estate Management and Advisory Services – Asset Management";

3. the Lorac Shareholders' Agreement described under "Agreements Relating to Our Acquisition of the Initial Properties – Lorac Shareholders' Agreement";

4. the Framework Agreement, as amended, described under "Agreements Relating to Our Acquisition of the Initial Properties – Framework Agreement";

5. the Reallocation Agreement described under "Agreements Relating to Our Acquisition of the Initial Properties – Reallocation Agreement";

6. the Lorac Share Purchase Agreement described under "Agreements Relating to Our Acquisition of the Initial Properties – Lorac Share Purchase Agreement";

7. the credit agreement, as amended, relating to the New Facility described under "Indebtedness";

8. the Non-Competition Agreement described under "Real Estate Management and Advisory Services – Non Competition-Agreement";

9. the underwriting agreements between the REIT and various syndicates of underwriters regarding the issuance and sale of Units and Debentures. Each underwriting agreement provided that we would pay to the underwriters an aggregate fee in respect of the Units and Debentures offered thereunder and that we would indemnify the underwriters and their directors, officers and employees against certain liabilities pursuant to the underwriting agreement, including liabilities under Canadian securities legislation; and

10. the Trust Indenture described under "Description of the Debentures".

Copies of the foregoing documents are available on SEDAR at www.sedar.com.

LEGAL PROCEEDINGS

We are not involved in any litigation or proceedings which, if determined adversely, would be material to us, and no such proceedings are known to us to be contemplated.

INTEREST OF EXPERTS

Our auditor is PricewaterhouseCoopers LLP, Chartered Professional Accountants, at its offices in Toronto, Ontario. Such firm is independent of the REIT in accordance with the Rules of Professional Conduct of the Chartered Professional Accountants of Ontario.

TRANSFER AGENT AND REGISTRAR

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

ADDITIONAL INFORMATION

Additional information relating to the REIT may be found on SEDAR at www.sedar.com. Additional information, including with respect to Trustees' and officers' remuneration and indebtedness, principal holders of the REIT's securities and units authorized for issuance under equity compensation plans, is contained in the REIT's information circular for its upcoming annual meeting of unitholders that involved the election of Trustees.

Additional financial information is provided in the consolidated financial statements and notes to the consolidated financial statements and our 2015 MD&A.

SCHEDULE A

DREAM GLOBAL REAL ESTATE INVESTMENT TRUST

(the "Trust")

AUDIT COMMITTEE CHARTER

(the "Charter")

PURPOSE

The Audit Committee (the "**Committee**") is a standing committee appointed by the board of trustees of the Trust (the "**Board**"). The Committee is established to fulfill applicable securities law obligations respecting audit committees and to assist the Board in fulfilling its oversight responsibilities with respect to financial reporting, including to:

- oversee the integrity of the Trust's financial statements and financial reporting process, including the audit process and the Trust's internal accounting controls and procedures and compliance with related legal and regulatory requirements;

- oversee the qualifications and independence of the external auditors;

- oversee the work of the Trust's financial management, internal auditors and external auditors in these areas; and

- provide an open avenue of communication between the external auditors, the internal auditors, the Board, the asset manager of the Trust and management of the Trust.

The function of the Committee is oversight. It is not the duty or responsibility of the Committee or its members (a) to plan or conduct audits, (b) to determine that the Trust's financial statements are complete and accurate and are in accordance with International Financial Reporting Standards or (c) to conduct other types of auditing or accounting reviews or similar procedures or investigations. The Committee, its chair and its audit committee financial expert members are members of the Board, appointed to the Committee to provide broad oversight of the financial, risk and control related activities of the Trust, and are specifically not accountable or responsible for the day to day operation or performance of such activities. In particular, the member or members identified as audit committee financial experts shall not be accountable for giving professional opinions on the internal or external audit of the Trust's financial information.

Management is responsible for the preparation, presentation and integrity of the Trust's financial statements. Management is also responsible for maintaining appropriate accounting and financial reporting principles and policies and systems of risk assessment and internal controls and procedures designed to provide reasonable assurance that assets are safeguarded and transactions are properly authorized, recorded and reported and to assure the effectiveness and efficiency of operations, the reliability of financial reporting and compliance with accounting standards and applicable laws and regulations. The chief financial officer is responsible for monitoring and reporting on the adequacy and effectiveness of the system of internal controls. The external auditors are responsible for planning and carrying out an audit of the Trust's annual financial statements in accordance with generally accepted auditing standards to provide reasonable assurance that, among other things, such financial statements are in accordance with International Financial Reporting Standards.

PROCEDURES, POWERS AND DUTIES

The Committee shall have the following procedures, powers and duties:

General

(a) *Composition* – The Committee shall consist of at least three members, all of whom shall be independent within the meaning of National Instrument 52-110 – *Audit Committees* and a majority of whom shall be resident Canadians. All members of the Committee must be or, within a reasonable period following appointment, become financially literate, meaning that each 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 Trust's financial statements.

(b) *Separate Executive Meetings* – The Committee shall meet periodically with the chief financial officer, the head of the internal audit function (if other than the chief financial officer) and the external auditors in separate executive sessions to discuss any matters that the Committee or each of these groups believes should be discussed privately and such persons shall have access to the Committee to bring forward matters requiring its attention. However, the Committee shall also meet periodically without management present.

(c) *Professional Assistance* – The Committee may require the external auditors and internal auditors to perform such supplemental reviews or audits as the Committee may deem desirable. In addition, the Committee may retain such special legal, accounting, financial or other consultants as the Committee may determine to be necessary to carry out the Committee's duties at the Trust's expense.

(d) *Reliance* – Absent actual knowledge to the contrary (which shall be promptly reported to the Board), each member of the Committee shall be entitled to rely on (i) the integrity of those persons or organizations within and outside the Trust from which it receives information, (ii) the accuracy of the financial and other information provided to the Committee by such persons or organizations and (iii) representations made by management and the external auditors as to any information technology, internal audit and other non-audit services provided by the external auditors to the Trust and its subsidiaries.

(e) *Reporting to the Board* – The Committee will report through the chair of the Committee to the Board following meetings of the Committee on matters considered by the Committee, its activities and compliance with this Charter.

(f) *Procedure* – The Committee meetings shall be conducted as follows: (i) questions arising at any meeting shall be decided by a majority of the votes cast; (ii) decisions may be taken by written consent signed by all members of the Committee; and (iii) meetings may be called by the external auditors of the Trust or any member of the Committee upon not less than 48 hours notice, unless such notice requirement is waived by the Committee members. The external auditors of the Trust are entitled to receive notice of every meeting of the Committee and, at the expense of the Trust, to attend and be heard thereat and, if so requested by a member of the Committee, shall attend any meeting of the Committee held during the term of office of the external auditors.

(g) Unrestricted access to management and Trust information.

AUDIT RESPONSIBILITIES OF THE COMMITTEE

Selection and Oversight of the External Auditors

1. The external auditors are ultimately accountable to the Committee and the Board as the representatives of the unitholders of the Trust and shall report to the Committee and the Committee shall so instruct the external auditors. The Committee shall evaluate the performance of the external auditors and make recommendations to the Board on the reappointment or appointment of the external auditors of the Trust to be proposed in the Trust's management information circular for approval of the unitholders of the Trust and the compensation to be paid by the Trust to the external auditors. If a change in external auditors is proposed, the Committee shall review the reasons for the change and any other significant issues related to the change, including the response of the incumbent auditors, and enquire on the qualifications of the proposed auditors before making its recommendation to the Board.

2. The Committee shall approve in advance the terms of engagement of the external auditors with respect to the conduct of the annual audit. The Committee may approve policies and procedures for the pre-approval of services to be rendered by the external auditors, including *de minimis* exceptions, which policies and procedures shall include reasonable detail with respect to the services covered. All non-audit services to be provided to the Trust or any of its subsidiaries by the external auditors or any of their affiliates which are not covered by pre-approval policies and procedures approved by the Committee shall be subject to pre-approval by the Committee. The Committee will review disclosure respecting fees paid to the external auditors for audit and non-audit services. Any services under pre-approval will be reported at the following meeting.

3. The Committee shall review the independence of the external auditors and shall make recommendations to the Board on appropriate actions to be taken which the Committee deems necessary to protect and enhance the independence of the external auditors. In connection with such review, the Committee shall:

   (a) actively engage in a dialogue with the external auditors about all relationships or services that may impact the objectivity and independence of the external auditors;

   (b) require that the external auditors submit to it on a periodic basis, and at least annually, a formal written statement delineating all relationships between the Trust and its subsidiaries, on the one hand, and the external auditors and their affiliates on the other hand;

   (c) consider the auditor independence standards promulgated by applicable auditing regulatory and professional bodies; and

   (d) ensure periodic rotation of lead audit partner.

4. The Committee shall establish and monitor clear policies for the hiring by the Trust of employees or former employees of the external auditors.

5. The Committee shall require the external auditors to provide to the Committee, and the Committee shall review and discuss with the external auditors, all reports which the external auditors are required to provide to the Committee or the Board under rules, policies or practices of professional or regulatory bodies applicable to the external auditors, and any other reports which the Committee may require.

6. The Committee is responsible for resolving disagreements between management and the external auditors or internal auditors regarding financial reporting and the application of any accounting principles or practices. The Committee shall discuss with the external auditors any difficulties that arose with management or the internal auditors during the course of the audit and the adequacy of management's responses in correcting audit-related deficiencies.

Appointment and Oversight of Internal Auditors

7. The appointment, terms of engagement, compensation, replacement or dismissal of the internal auditors shall be subject to prior review and approval by the Committee. When the internal audit function is performed by employees of the Trust, the Committee may delegate responsibility for approving the employment, term of employment, compensation and termination of employees engaged in such function other than the head of the Trust's internal audit function.

8. The Committee shall obtain from the internal auditors and shall review summaries of the significant reports to management prepared by the internal auditors, or the actual reports if requested by the Committee, and management's responses to such reports.

9. The Committee shall, as it deems necessary, communicate with the internal auditors with respect to their reports and recommendations, the extent to which prior recommendations have been implemented and any other matters that the internal auditor brings to the attention of the Committee. The head of the internal audit function shall have unrestricted access to the Committee.

10. The Committee shall, annually or more frequently as it deems necessary, evaluate the internal auditors including their activities, organizational structure and qualifications and effectiveness.

Oversight and Monitoring of Audits

11. The Committee shall review with the external auditors, the internal auditors and management the audit function generally, the objectives, staffing, locations, co-ordination, reliance upon management and internal audit and general audit approach and scope of proposed audits of the financial statements of the Trust and its subsidiaries, the overall audit plans, the responsibilities of management, the internal auditors and the external auditors, the audit procedures to be used and the timing and estimated budgets of the audits.

12. The Committee shall meet periodically with the internal auditors to discuss the progress of their activities and any significant findings stemming from internal audits and any difficulties or disputes that arise with management and the adequacy of management's responses in correcting audit-related deficiencies.

13. The Committee shall review with management the results of internal and external audits.

14. The Committee shall take such other reasonable steps as it may deem necessary to satisfy itself that the audit was conducted in a manner consistent with all applicable legal requirements and auditing standards of applicable professional or regulatory bodies.

Oversight and Review of Accounting Principles and Practices

15. The Committee shall, as it deems necessary, oversee, review and discuss with management, the external auditors and the internal auditors:

    (a) the quality, appropriateness and acceptability of the Trust's accounting principles and practices used in its financial reporting, changes in the Trust's accounting principles or

practices and the application of particular accounting principles and disclosure practices by management to new transactions or events;

(b) all significant financial reporting issues and judgements made in connection with the financial statements, including the effect of any alternative treatment within International Financial Reporting Standards;

(c) any material change to the Trust's auditing and accounting principles and practices as recommended by management, the external auditors or the internal auditors or which may result from proposed changes to applicable International Financial Reporting Standards;

(d) the effect of regulatory or accounting limitations on the Trust's financial reporting;

(e) any reserves, accruals, provisions, estimates or Trust programs and policies, including factors that affect asset and liability carrying values and the timing of revenue and expense recognition, that may have a material effect upon the financial statements of the Trust;

(f) any legal matter, claim or contingency that could have a significant impact on the financial statements and any material reports, inquiries or correspondence from regulators or governmental authorities regarding compliance with applicable requirements and any analysis respecting disclosure with regard to any such legal matter, claim or contingency in the financial statements;

(g) the treatment for financial reporting purposes of any significant transactions which are not a normal part of the Trust's operations;

(h) the use of any "pro-forma" or "adjusted" information not in accordance with International Financial Reporting Standards; and

(i) management's determination of goodwill impairment, if any, as required by applicable accounting standards.

Oversight and Monitoring of Internal Controls

16. The Committee shall, as it deems necessary, exercise oversight of, review and discuss with management, the external auditors and the internal auditors:

(a) the adequacy and effectiveness of the Trust's internal accounting and financial controls and the recommendations of management, the external auditors and the internal auditors for the improvement of accounting practices and internal controls;

(b) any material weaknesses in the internal control environment, including with respect to computerized information system controls and security; and

(c) management's compliance with the Trust's processes, procedures and internal controls.

Communications with Others

17. The Committee shall establish and monitor procedures, such as a Whistleblower Policy for the receipt and treatment of complaints received by the Trust regarding accounting, internal accounting controls or audit matters and the anonymous submission by employees of concerns

regarding questionable accounting or auditing matters and review periodically with management and the internal auditors these procedures and any significant complaints received.

Oversight and Monitoring of the Trust's Financial Disclosures

18. The Committee shall:

    (a) review with the external auditors and management and recommend to the Board for approval the audited annual financial statements and the notes and management's discussion and analysis accompanying such financial statements, and the Trust's annual report;

    (b) review with the external auditors and management each set of interim financial statements and the notes and management's discussion and analysis accompanying such financial statements; and

    (c) if requested by the Board, review with the external auditors and management any financial statements included or to be included in a prospectus, any financial information of the REIT contained in any management information circular of the REIT, and any other disclosure documents or regulatory filings of the REIT containing or accompanying financial information of the REIT.

    Such reviews shall be conducted prior to the release of any summary of the financial results or the filing of such reports with applicable regulators.

19. Prior to their distribution, the Committee shall discuss earnings press releases, as well as financial information and earnings guidance provided to analysts and ratings agencies, it being understood that such discussions may, in the discretion of the Committee, be done generally (i.e., by discussing the types of information to be disclosed and the type of presentation to be made) and that the Committee need not discuss in advance each earnings release or each instance in which the Trust gives earning guidance.

20. The Committee shall review with management the assessment of the REIT's disclosure controls and procedures and material changes in their design

Oversight of Finance Matters

21. Appointments of the key financial executives involved in the financial reporting process of the Trust, including the chief financial officer, shall require the prior review of the Committee.

22. The Committee shall receive and review:

    (a) periodic reports on compliance with requirements regarding statutory deductions and remittances, the nature and extent of any non-compliance together with the reasons therefor and the management's plan and timetable to correct any deficiencies;

    (b) material policies and practices of the Trust respecting cash management and material financing strategies or policies or proposed financing arrangements and objectives of the Trust; and

    (c) material tax policies and tax planning initiatives, tax payments and reporting and any pending tax audits or assessments.

23. The Committee shall meet periodically with management to review and discuss the Trust's major financial risk exposures and the policy steps management has taken to monitor and control such exposures, including the use of financial derivatives and hedging activities.

24. The Committee shall meet with management to review the process and systems in place for ensuring the reliability of public disclosure documents that contain audited and unaudited financial information and their effectiveness.

Business and Ethical Conduct

25. The Committee shall:

    (a) periodically review and approve any changes to the code of conduct or similar document for any directors, officers and employees of the REIT and its subsidiaries and be responsible for granting any waivers from the application of such code; and

    (b) review management's monitoring of compliance with such code.

Additional Responsibilities

26. The Committee shall review any significant or material transactions outside the Trust's ordinary activities.

27. If requested by the Board, the Committee shall review and make recommendations to the Board concerning the financial condition of the Trust and its subsidiaries, including with respect to annual budgets, corporate borrowings, investments, capital expenditures, long term commitments and the issuance and/or repurchase of securities.

28. The Committee shall review and/or approve any other matter specifically delegated to the Committee by the Board and undertake on behalf of the Board such other activities as may be necessary or desirable to assist the Board in fulfilling its oversight responsibilities with respect to financial reporting.

AUDIT COMMITTEE CHARTER

The Committee shall review and reassess the adequacy of this Charter at least annually and otherwise as it deems appropriate and recommend changes to the Board. The performance of the Committee shall be evaluated with reference to this Charter annually.

The Committee shall ensure that this Charter or a summary of it which has been approved by the Committee is disclosed in accordance with all applicable securities laws or regulatory requirements in the annual management information circular or annual information form of the Trust.

SCHEDULE B

LIST OF PROPERTIES
(as at December 31, 2015)

Address	City	State	Ownership	Owned GLA (sq. ft.)	Occupancy (%)
Acquisition Properties:					
Millerntorplatz 1	Hamburg	Hamburg	100%	374,907	88.9%
Im Mediapark 8 (Cologne Tower)	Köln	Nordrhein-Westfalen	95%	295,180[(1)]	98.4%
Handelskai 92 (Rivergate)	Vienna	Vienna	50%	287,144	93.8%
Karl-Martell-Straße 60	Nürnberg	Bavaria	100%	268,931	100.0%
Feldmuhleplatz 1+15	Düsseldorf	Nordrhein-Westfalen	95%	246,376[(1)]	100.0%
Greifswalder Str. 154-156	Berlin	Berlin	100%	242,771	99.2%
Straßenbahnring 15, 17-19/Hoheluftchausee 18-20/Lehmweg 8, 8a, 7	Hamburg	Hamburg	100%	226,932	98.9%
Moskauer Str. 25-27	Düsseldorf	Nordrhein-Westfalen	100%	217,282	91.3%
Robert-Bosch-Str. 9–11	Darmstadt	Hessen	100%	212,864	99.0%
Podbielskistraße 158-168	Hannover	Niedersachsen	100%	211,770	96.3%
Cäcilienkloster 2, 6, 8, 10	Köln	Nordrhein-Westfalen	100%	200,915	99.2%
Oasis III	Stuttgart	Baden-Württemberg	100%	172,692	100.0%
Hammer Str. 30-34	Hamburg	Hamburg	100%	172,306	100.0%
Zimmerstrasse 56/Schützenstrasse 15-17 (Zimmer 56)	Berlin	Berlin	95%	169,424[(1)]	99.4%
Schlossstr. 8	Hamburg	Hamburg	100%	165,900	85.8%
Leopoldstr. 252	München	Bavaria	100%	155,715	98.9%
Liebknechtstraße 33/35, Heßbrühlstraße 7 (Officium)	Stuttgart	Baden-Württemberg	50%	134,736	91.7%
Anger 81, Krämpferstraße 2, 4, 6 (Anger Entrée)	Erfurt	Thüringen	100%	131,056	94.4%
Beuthstraße 6-8/Seydelstraße 2-5 (Löwenkontor)	Berlin	Berlin	50%	129,179	98.5%
Westendstr. 160-162/Barthstr. 24-26	München	Bavaria	100%	123,837	82.4%
Bertoldstr. 48/Sedanstr. 7	Freiburg	Baden-Württemberg	100%	121,553	100.0%
Marsstraße 20-22	München	Bavaria	50%	115,400	98.1%
Am Sandtorkai 37 (Humboldthaus)	Hamburg	Hamburg	100%	113,391	99.1%
Reichskanzler-Müller-Str. 21-25	Mannheim	Baden-Württemberg	100%	100,613	97.7%
Am Stadtpark 2	Nürnberg	Bavaria	100%	94,649	96.5%
Dillwächterstr. 5/Tübinger Str. 11	München	Bavaria	100%	81,907	95.0%
ABC-Str. 19 (ABC Bogen)	Hamburg	Hamburg	50%	79,244	99.7%
Speicherstr. 55 (Werfthaus)	Frankfurt	Hessen	50%	75,914	97.2%
Derendorfer Allee 4 (doubleU)	Düsseldorf	Nordrhein-Westfalen	50%	71,114	100.0%
Werner-Eckert-Straße 8-12	München	Bavaria	100%	64,772	94.6%
Neue Mainzer Str. 28 (K26)	Frankfurt	Hessen	50%	61,765	100.0%
Lörracher Str. 16/16a	Freiburg	Baden-Württemberg	100%	57,618	98.8%
Vordernbergstr. 6/Heilbronner Str. 35 (Z-Up)	Stuttgart	Baden-Württemberg	50%	44,266	100.0%
Total Acquisition Properties				**5,222,126**	**96.4%**

Notes:
(1) GLA reflects 100% share

Initial Properties:					
Grüne Str. 6-8/Kurfürstenstr. 2	Dortmund	Nordrhein-Westfalen	100%	299,567	100.0%
Am Hauptbahnhof 16-18	Saarbrücken	Saarland	100%	293,737	7.1%
Kurfürstenallee 130	Bremen	Bremen	100%	203,949	93.0%
Poststr. 4-6, Göbelstr. 30, Bismarckstr	Darmstadt	Hessen	100%	201,518	76.3%
Karlstal 1-21/Werftstr. 201	Kiel	Schleswig-Holstein	100%	180,837	95.5%
Franz-Zebisch-Str. 15	Weiden	Bavaria	100%	166,601	100.0%

Address	City	State	Ownership	Owned GLA (sq. ft.)	Occupancy (%)
E.-Kamieth-Str. 2 b	Halle	Sachsen-Anhalt	100%	161,105	55.1%
Überseering 17/Mexikoring 22	Hamburg	Hamburg	100%	160,785	92.7%
Am Neumarkt 40/Luetkensallee 49	Hamburg	Hamburg	100%	160,397	89.4%
Bahnhofstr. 82-86	Gießen	Hessen	100%	149,499	57.4%
Czernyring 15	Heidelberg	Baden-Württemberg	100%	133,379	57.7%
Marienstr. 80	Offenbach am Main	Hessen	100%	114,114	96.1%
Rüppurrer Str. 81, 87, 89/Ettlinger 67	Karlsruhe	Baden-Württemberg	100%	111,778	97.0%
Gerokstr. 14-20	Dresden	Sachsen	100%	110,434	86.8%
Hindenburgstr. 9/Heeserstr. 5	Siegen	Nordrhein-Westfalen	100%	102,410	77.5%
Zimmermannstr. 2/Eisenstr.	Marburg	Hessen	100%	99,751	97.9%
Friedrich-Karl-Str. 1-7	Oberhausen	Nordrhein-Westfalen	100%	97,606	93.7%
Blücherstr. 12	Koblenz	Rheinland-Pfalz	100%	94,569	67.6%
Kaiserstr. 24	Gütersloh	Nordrhein-Westfalen	100%	94,488	61.5%
Bahnhofsplatz 2, 3, 4, Pepperworth 7	Hildesheim	Niedersachsen	100%	87,084	51.9%
Pausaer Str. 1-3	Plauen	Sachsen	100%	87,025	76.6%
Klubgartenstr. 10	Goslar	Niedersachsen	100%	86,572	51.4%
Am Hauptbahnhof 2	Mülheim	Nordrhein-Westfalen	100%	84,303	81.1%
Husemannstr. 1	Gelsenkirchen	Nordrhein-Westfalen	100%	80,591	94.0%
Kapellenstr. 44	Einbeck	Niedersachsen	100%	80,500	68.3%
Kommandantenstr. 43-51	Duisburg	Nordrhein-Westfalen	100%	80,122	100.0%
Stresemannstr. 15	Wuppertal	Nordrhein-Westfalen	100%	79,478	59.9%
Bahnhofsring 2	Leer	Niedersachsen	100%	78,627	81.6%
Kaiser-Karl-Ring 59-63/Dorotheenstr	Bonn	Nordrhein-Westfalen	100%	75,815	99.8%
Bürgerreuther Str. 1	Bayreuth	Bavaria	100%	75,534	100.0%
Bahnhofplatz 10	Fürth	Bavaria	100%	73,818	73.4%
77er Str. 54	Celle	Niedersachsen	100%	73,440	64.8%
Wiener Str. 43	Stuttgart	Baden-Württemberg	100%	72,192	91.8%
Bahnhofsplatz 1	Schweinfurt	Bavaria	100%	67,503	87.0%
Rathausplatz 2	Wilhelmshaven	Niedersachsen	100%	64,970	97.2%
Joachim-Campe-Str. 1.3/5/7, Postho	Salzgitter	Niedersachsen	100%	62,041	82.0%
Bahnhofstr. 40	Flensburg	Schleswig-Holstein	100%	61,826	97.5%
Heinrich-von-Stephan-Str. 8-10	Leverkusen	Nordrhein-Westfalen	100%	61,011	78.8%
Am Bahnhof 5	Zwickau	Sachsen	100%	60,738	66.9%
Friedrich-Ebert-Str. 28	Pinneberg	Schleswig-Holstein	100%	59,218	99.7%
Postplatz 3	Bautzen	Sachsen	100%	57,571	67.5%
Poststr. 2 U 3	Helmstedt	Niedersachsen	100%	53,468	20.3%
Poststr. 5-7	Heide	Schleswig-Holstein	100%	53,363	91.9%
Bahnhofsplatz 9	Emden	Niedersachsen	100%	53,327	97.9%
Ostbahnstr. 5	Landau	Rheinland-Pfalz	100%	52,978	98.3%
Friedrich-Ebert-Str. 75-79	Bremerhaven	Bremen	100%	52,165	89.4%
Baarstr. 5	Iserlohn	Nordrhein-Westfalen	100%	51,027	92.8%
Rathausplatz 4	Lüdenscheid	Nordrhein-Westfalen	100%	49,529	26.7%
Europaplatz 17	Bad Kreuznach	Rheinland-Pfalz	100%	48,549	39.3%
Unter den Zwicken 1-3	Halberstadt	Sachsen-Anhalt	100%	47,145	14.9%
Schützenstr. 17, 19	Peine	Niedersachsen	100%	46,532	48.8%
Willy-Brandt-Str. 6	Auerbach	Sachsen	100%	46,512	56.3%
Bahnhofstr. 2	Cham	Bavaria	100%	46,129	61.5%
Theodor-Heuss-Platz 13	Neuss	Nordrhein-Westfalen	100%	46,128	94.8%
Stembergstr. 27-29	Arnsberg	Nordrhein-Westfalen	100%	45,820	98.8%
Poststr. 14	Rastatt	Baden-Württemberg	100%	45,659	92.4%
Bahnhofplatz 3,5	Heidenheim	Baden-Württemberg	100%	45,656	86.0%
Poststr. 2	Gummersbach	Nordrhein-Westfalen	100%	45,558	97.6%
Lippertor 6	Lippstadt	Nordrhein-Westfalen	100%	44,341	93.4%
Südbrede 1-5	Ahlen	Nordrhein-Westfalen	100%	44,130	81.2%
Bahnhofstr. 169	Bietigheim-Bissingen	Baden-Württemberg	100%	43,620	98.3%
Vegesacker Heerstr. 111	Bremen	Bremen	100%	43,484	84.6%
Koblenzer Str. 67	Bonn	Nordrhein-Westfalen	100%	43,157	100.0%

Address	City	State	Ownership	Owned GLA (sq. ft.)	Occupancy (%)
Kardinal-Galen-Ring 84/86	Rheine	Nordrhein-Westfalen	100%	42,191	75.7%
Martinistr. 19	Recklinghausen	Nordrhein-Westfalen	100%	41,847	97.3%
Kalkumer Str. 70	Düsseldorf	Nordrhein-Westfalen	100%	41,781	55.4%
Falkenbergstr. 17-23	Norderstedt	Schleswig-Holstein	100%	41,249	98.1%
Balhornstr. 15, 17/B.Köthenbürger-Str	Paderborn	Nordrhein-Westfalen	100%	40,927	92.7%
August-Bebel-Str. 6	Torgau	Sachsen	100%	40,745	86.5%
Cavaillonstr. 2	Weinheim	Baden-Württemberg	100%	40,648	90.8%
Hauptstr. 279/Hommelstr. 2	Idar-Oberstein	Rheinland-Pfalz	100%	39,192	48.0%
Bismarckstr. 21-23	Bünde	Nordrhein-Westfalen	100%	38,761	95.6%
Hindenburgstr. 8/Hohenstauf 9, 17, 19	Bocholt	Nordrhein-Westfalen	100%	37,925	98.8%
Steinerother Str. 1 U 1a	Betzdorf	Rheinland-Pfalz	100%	37,679	94.9%
Heinrich-von-Stephan-Platz 6	Naumburg	Sachsen-Anhalt	100%	37,612	91.0%
Mühlenstr. 5-7	Delmenhorst	Niedersachsen	100%	37,266	99.3%
Lönsstr. 20-22	Castrop-Rauxel	Nordrhein-Westfalen	100%	36,289	93.0%
Apostelweg 4-6	Hamburg	Hamburg	100%	36,273	97.3%
Brückenstr. 21	Neunkirchen	Saarland	100%	35,971	100.0%
Kurt-Schumacher-Str. 5	Lünen	Nordrhein-Westfalen	100%	35,290	100.0%
Lilienstr. 3	Leipzig	Sachsen	100%	35,234	97.3%
Stadtring 3-5	Nordhorn	Niedersachsen	100%	35,189	80.5%
Goethestr. 2-6	Duisburg	Nordrhein-Westfalen	100%	34,839	85.8%
Gerstenstr. 5	Neubrandenburg	Mecklenburg-Vorpommern	100%	34,347	100.0%
Ölmühlweg 12	Königstein	Hessen	100%	33,716	100.0%
Worthingtonstr. 15	Crailsheim	Baden-Württemberg	100%	33,136	100.0%
Palleskestr. 38	Frankfurt am Main	Hessen	100%	33,119	83.6%
Hellersdorfer Str. 78	Berlin	Berlin	100%	32,876	75.9%
Zwieseler Str. 27-29	Regen	Bavaria	100%	32,676	89.1%
Markendorfer Str. 10	Frankfurt an der Oder	Brandenburg	100%	32,330	97.5%
Bahnhofstr. 6/Luisenstr. 4-5	Villingen-Schwenningen	Baden-Württemberg	100%	32,191	96.5%
Tunnelweg 1	Husum	Schleswig-Holstein	100%	31,116	88.7%
Bahnhofsplatz 2	Herborn	Hessen	100%	29,746	90.6%
Poststr. 24-26	Ratingen	Nordrhein-Westfalen	100%	29,445	100.0%
Konrad-Adenauer-Str. 49-51	Tübingen	Baden-Württemberg	100%	29,341	98.2%
Feldschlößchenstr./Kunadstr. o. Nr.	Dresden	Sachsen	100%	29,236	100.0%
Bahnhofstr. 29	Meppen	Niedersachsen	100%	29,056	89.7%
Poststr. 12	Lehrte	Niedersachsen	100%	28,764	97.6%
Dr.-Friedrich-Uhde-Str. 18	Einbeck	Niedersachsen	100%	27,793	64.8%
Poststr. 1-3	Korbach	Hessen	100%	27,577	99.8%
Poststr. 48	St Ingbert	Saarland	100%	27,051	91.6%
Bahnhofstr. 2	Gifhorn	Niedersachsen	100%	26,922	92.9%
Ruthenstr. 19/21	Hameln	Niedersachsen	100%	26,895	92.9%
Königswiese 1	Gelsenkirchen	Nordrhein-Westfalen	100%	26,468	100.0%
Wilhelmstr. 11/Kamperdickstr. 29	Kamp-Lintfort	Nordrhein-Westfalen	100%	26,159	93.9%
Kaiserstr. 140	Radevormwald	Nordrhein-Westfalen	100%	25,643	73.8%
Ludwigsplatz 1	Alsfeld	Hessen	100%	25,477	32.6%
In der Trift 10/12	Olpe	Nordrhein-Westfalen	100%	24,894	93.6%
Bahnhofstr. 6	Quakenbrück	Niedersachsen	100%	24,446	97.1%
Alleestr. 6	Neustadt	Bavaria	100%	23,495	100.0%
Uferstr. 2	Höxter	Nordrhein-Westfalen	100%	23,240	79.3%
Lindenstr. 11	Bitterfeld	Sachsen-Anhalt	100%	23,183	85.8%
Bahnhofsplatz 8	Marktredwitz	Bavaria	100%	22,710	95.1%
Poststr. 19-23	Hilden	Nordrhein-Westfalen	100%	22,454	86.7%
Brückenstr. 26	Miltenberg	Bavaria	100%	22,017	88.9%
Lindenstr. 15	Landstuhl	Rheinland-Pfalz	100%	21,726	99.2%
Lindenstr. 42	Grevenbroich	Nordrhein-Westfalen	100%	21,668	70.5%

Address	City	State	Ownership	Owned GLA (sq. ft.)	Occupancy (%)
Innungsstr. 57-59	Berlin	Berlin	100%	21,187	100.0%
Wilhelmstr. 5	Ibbenbüren	Nordrhein-Westfalen	100%	21,031	100.0%
Geistmarkt 17	Emmerich	Nordrhein-Westfalen	100%	20,942	100.0%
Lyoner Passage 14	Köln	Nordrhein-Westfalen	100%	20,742	100.0%
Martin-Pöhlmann-Str 5/Friedrich-e	Selb	Bavaria	100%	20,681	74.6%
Steinstr. 6	Pulheim	Nordrhein-Westfalen	100%	20,670	100.0%
Am Markt 4-5	Norden	Niedersachsen	100%	20,668	80.9%
Am Stadtpark 5	Papenburg	Niedersachsen	100%	20,578	16.8%
Saarbrücker Str. 292-294	Saarbrücken	Saarland	100%	20,433	92.0%
Speckweg 24-26	Mannheim	Baden-Württemberg	100%	20,128	89.8%
Lübecker Str./Wedringer Str. o. Nr.	Magdeburg	Sachsen-Anhalt	100%	19,454	100.0%
Ooser Karlstr. 21/23/25	Baden-Baden	Baden-Württemberg	100%	19,444	92.9%
Güterstr. 2-4	Bitburg	Rheinland-Pfalz	100%	19,340	99.3%
Bismarckstr. 12/Fr.Hoffmann-Str.	Steinfurt	Nordrhein-Westfalen	100%	19,159	87.0%
Poststr. 6	Beckum	Nordrhein-Westfalen	100%	18,831	100.0%
Lagerstr. 1	Meschede	Nordrhein-Westfalen	100%	18,683	100.0%
Bahnhofstr. 3	Osterburken	Baden-Württemberg	100%	18,498	100.0%
Bahnhofstr. 43	Riesa	Sachsen	100%	18,275	89.8%
Bahnhofstr. 33 U. 33 A	Stendal	Sachsen-Anhalt	100%	18,200	92.6%
Friedrichstr. 2	Monheim	Nordrhein-Westfalen	100%	18,156	100.0%
Königstr. 20	Brilon	Nordrhein-Westfalen	100%	17,733	100.0%
Kornmarkt 15	Osterode	Niedersachsen	100%	17,690	100.0%
Marktstr. 51	Essen	Nordrhein-Westfalen	100%	17,661	100.0%
Übacher Weg 4	Alsdorf	Nordrhein-Westfalen	100%	16,991	100.0%
Niederwall 3	Lübbecke	Nordrhein-Westfalen	100%	16,563	100.0%
Hochstr. 31/Postgasse 5	Bochum	Nordrhein-Westfalen	100%	16,359	100.0%
Sattigstr. 33	Görlitz	Sachsen	100%	16,279	100.0%
Robert-Koch-Str. 3	Laatzen	Niedersachsen	100%	16,126	100.0%
Kaiserstr. 35	Minden	Nordrhein-Westfalen	100%	16,043	98.7%
Bahnhofstr. 8-10	Borken	Nordrhein-Westfalen	100%	15,893	98.2%
Poststr. 28	Hemer	Nordrhein-Westfalen	100%	15,782	100.0%
Bahnhofstr. 41	Eberbach	Baden-Württemberg	100%	15,634	100.0%
Melanchthonstr. 96	Bretten	Baden-Württemberg	100%	15,501	90.2%
Hauptstr. 141	Rheda-Wiedenbrück	Nordrhein-Westfalen	100%	15,178	100.0%
Herrlichkeit 7	Syke	Niedersachsen	100%	14,560	94.3%
Grenzstr. 24	Halle	Sachsen-Anhalt	100%	14,533	100.0%
Mercedesstr. 5	Hannover	Niedersachsen	100%	14,504	100.0%
Münchner Str. 50	Fürstenfeldbruck	Bavaria	100%	13,326	100.0%
Schönbornstr. 1	Geisenheim	Hessen	100%	13,117	90.2%
Langener Landstr. 237-239	Bremerhaven	Bremen	100%	12,803	100.0%
Löbauer Str. 63	Bautzen	Sachsen	100%	12,686	100.0%
Albert-Steiner-Str. 10	Herzogenrath	Nordrhein-Westfalen	100%	12,667	79.3%
Fritz-Brandt-Str. 25	Zerbst	Sachsen-Anhalt	100%	12,654	95.8%
Dahmestr. 17	Mittenwalde	Brandenburg	100%	12,631	100.0%
Bünder Str. 36	Löhne	Nordrhein-Westfalen	100%	12,625	100.0%
Poststr. 1	Erftstadt	Nordrhein-Westfalen	100%	12,498	100.0%
Gorsemannstr. 22	Bremen	Bremen	100%	12,379	100.0%
Bahnhofstr. 11	Alpirsbach	Baden-Württemberg	100%	12,112	76.0%
Gutachstr. 56	Titisee-Neustadt	Baden-Württemberg	100%	10,813	100.0%
Unterstr. 14	Bochum	Nordrhein-Westfalen	100%	10,732	100.0%
Am Markt 4	St. Georgen	Baden-Württemberg	100%	10,324	100.0%
Hauptstr. 40	Porta Westfalica	Nordrhein-Westfalen	100%	10,315	100.0%
Sandstr. 4	Germersheim	Rheinland-Pfalz	100%	10,132	100.0%
Langfuhren 9	Bad Säckingen	Baden-Württemberg	100%	9,717	100.0%
De-Lenoncourt-Str. 2	Dillingen	Saarland	100%	8,995	100.0%
Rosenstr. 1/Fünfhausenstr. 19/21	Springe	Niedersachsen	100%	8,881	100.0%
Melcherstätte 8	Stuhr	Niedersachsen	100%	8,196	100.0%

Address	City	State	Ownership	Owned GLA (sq. ft.)	Occupancy (%)
Wetterstr. 20/Poststr. 2	Herdecke	Nordrhein-Westfalen	100%	7,702	100.0%
Total Initial Properties				**8,206,043**	**81.8%**
Total Portfolio				**13,428,169**	**87.5%**