DREAM GLOBAL REAL ESTATE INVESTMENT TRUST

Revised Annual Information Form

March 30, 2015

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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:

"2014 MD&A" means the management's discussion and analysis of the REIT in respect of our 2014 financial year filed on SEDAR on February 18, 2015.

"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 2014 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 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.

"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" means, collectively, the REIT and its Subsidiaries.

"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.

"CSG GmbH" means CSG GmbH (formerly Deutsche Post Real Estate Germany GmbH).

"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 (formerly Dundee Realty Corporation), a corporation governed by the law 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. (formerly Dundee Realty Management Corp.), a corporation governed by the laws 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 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 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 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 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.

"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 66 ⅔% 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 66 ⅔% 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".

"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 2014 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 Executive 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".

"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 Lease Agreement" means the lease agreement dated July 22, 2011 between the Dundee FCPs and the LS Tenant, as described under "Agreements Relating to Our Acquisition of the Initial Properties – LS Lease Agreement".

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

"LS Tenant" means Caroline Real Estate Holding Luxembourg S.à r.l., a limited liability company (*société à responsabilité limitée*) established under the laws of Luxembourg.

"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 Shareholders*.

"**net operating income**" 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 2014 MD&A for a reconciliation of NOI to net rental income.

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

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

"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 CSG GmbH, 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" means Dream Global Real Estate Investment Trust, an unincorporated open-ended real estate investment trust governed by the laws of the Province of Ontario, as described under "The REIT".

"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*).

"SEB Portfolio" has the meaning given to that term under "Recent Developments – Acquisitions and Dispositions in 2013".

"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.

"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.

"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 14.8 million square feet of GLA of office, industrial and mixed use properties across Germany.

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 *Income Tax Act* (Canada), 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 1600, 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 economy or market 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, 2014.

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 or in Germany; 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 or in Germany; 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.

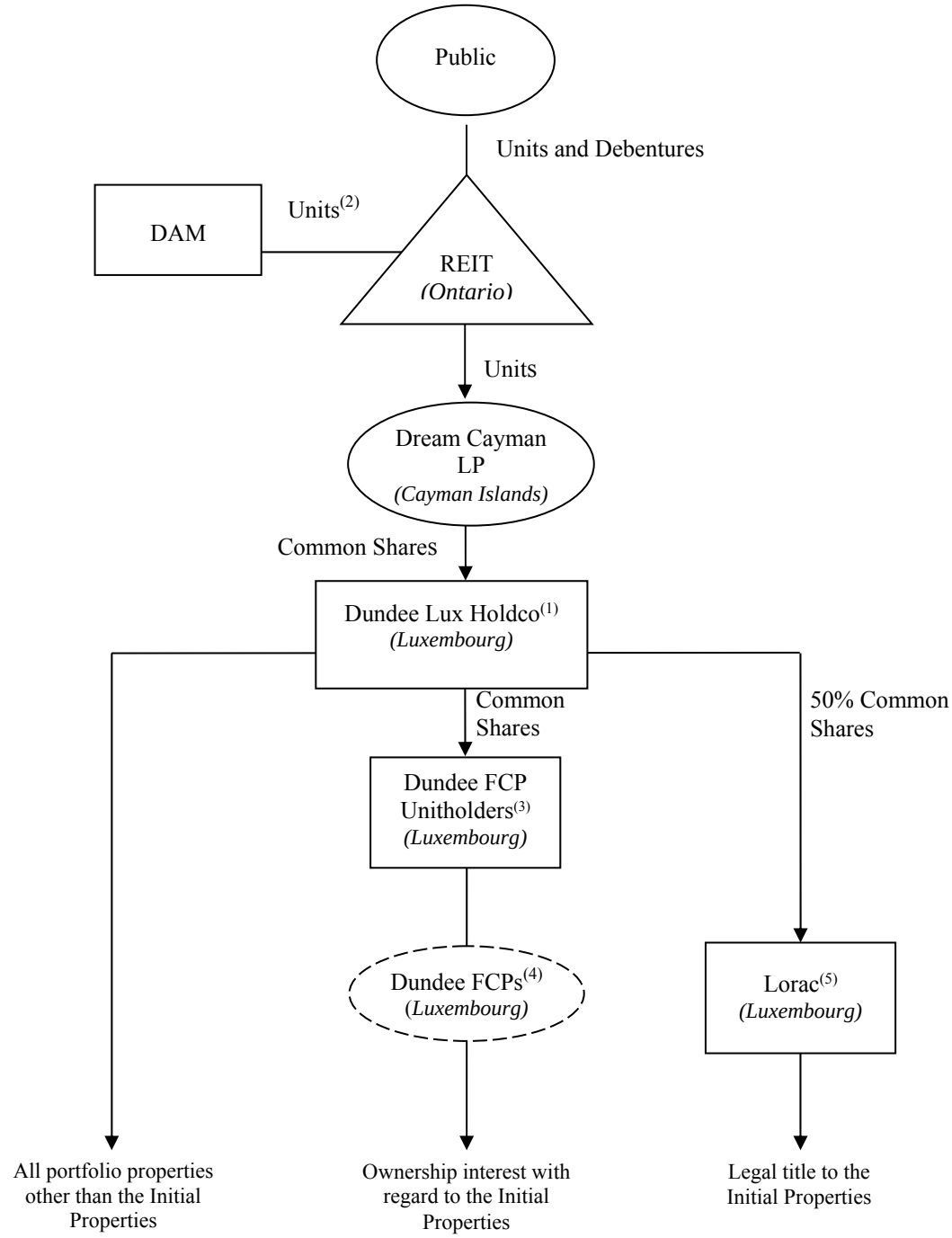
In evaluating any forward-looking information contained, or incorporated by reference, in this AIF, we caution readers not to place undue reliance on any such forward-looking information. Any forward-looking information speaks only as of the date on which it was made. Unless otherwise required by applicable 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 2014 MD&A.

OUR STRUCTURE

The following chart is a simplified illustration of our organizational structure as at December 31, 2014.



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 30 office property acquisitions for approximately $1.8 billion (excluding transaction costs), comprising 5.4 million square feet of office space. The table below highlights strategic acquisitions completed since January 1, 2012. Additional details on certain of our key acquisitions are set out below the table. There were no acquisitions in 2014 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
Grammophon Büropark, Hannover	212,047	95	34,732	February 29,2012
Karl-Martell-Strasse 60, Nüremberg	268,936	100	62,761	April 26, 2012
Derendorfer Allee 4-4a (doubleU), Düsseldorf	141,744	100	55,951	July 19, 2012
Greifswalder Strasse 154 – 156, Berlin	250,239	88	36,900	December 7, 2012
Am Sandtorkai 37, Hamburg	112,361	90	34,784	December 31, 2012
Leopoldstrasse 252, Munich	153,435	97	33,923	December 31,2012
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	209,357	99	57,045	September 30, 2014
Im Mediapark 8 (Cologne Tower), Cologne	296,699	100	161,923	November 14, 2014
Total	**4,965,173**	**96**	**$1,675,354**	

Note:

(1) Excludes transaction costs.

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, 2014, was fully occupied and had a weighted average remaining lease term of 5.6 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, 2014, was fully occupied and had a weighted average remaining lease term of 6.4 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, 2014, had an occupancy rate of 88% and a weighted average remaining lease term of 4.0 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, 2014, was fully occupied and had a weighted average remaining lease term of 3.2 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, 2014, was fully occupied and had a weighted average remaining lease term of 3.2 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, 2014, was fully occupied and had a weighted average remaining lease term of 7.8 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, 2014, was fully occupied and had a weighted average remaining lease term of 4.4 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, 2014, was fully occupied and a weighted average remaining lease term of 6.9 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, 2014, had an occupancy of 99% and a weighted average remaining lease term of 7.5 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, 2013, had an average occupancy rate of 99% and a weighted average lease term of 4.4 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, 2014, had an occupancy rate of 87% and a weighted average remaining lease term of 2.1 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, 2014, had an occupancy rate of 95% and a weighted average remaining lease term of 2.9 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, 2014, was fully occupied and a weighted average remaining lease term of 8.2 years.

In 2012, we completed the acquisition of six properties located in Düsseldorf, Berlin, Hamburg, Munich, Hannover and Nuremberg, Germany, respectively, for an aggregate purchase price of $259.1 million (excluding acquisition costs). The properties comprise approximately 1.1 million square feet of GLA, and as at December 31, 2014, had an average occupancy rate of 97% and an average remaining lease term of 5.9 years.

Dispositions

In 2014, the REIT 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. Five of the assets were reclassified as assets held for sale at December 31, 2013. As of December 31, 2014, we have also entered into agreements to dispose of an additional 12 properties with a total fair value of $42.9 million. These 12 properties have been 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 $4.4 million on these properties and dispositions.

In 2014, the REIT 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, the REIT 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.

In 2012, the REIT completed the sale of five small properties for an aggregate sales price of approximately $7.4 million. Part of the net proceeds of $3.4 million was used to reduce the balance on our term loan credit facility.

Equity Offerings

Since January 1, 2012, we have completed five public offerings of Units. Two of those offerings also involved a secondary offering by LSF of Units issued on the exchange of LSF's Exchangeable Notes. As a result of those secondary offerings, LSF no longer holds any of our Exchangeable Notes and the Exchange Agreement has been terminated.

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.

On December 7, 2012, we completed a bought deal public offering of 11,166,500 Units at a price of $10.30 per Unit for total gross proceeds of $115,014,950. The 11,166,500 Units includes 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 fund future acquisitions and for general trust purposes.

On September 5, 2012, we completed a bought deal public offering of 7,820,000 Units (including 4,420,000 Units issued by the REIT and 3,400,000 Units sold by LSF) at a price of $10.55 per Unit for total gross proceeds of $46,631,000 payable to the REIT and for total gross proceeds of $35,870,000 payable to LSF. The 4,420,000 Units issued by the REIT 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 payable to the REIT were used to fund future acquisitions and for general trust purposes.

On April 17, 2012, we completed a bought deal public offering of 9,200,000 Units (including 4,600,000 Units issued by the REIT and 4,600,000 Units sold by LSF) at a price of $10.10 per Unit for total gross proceeds of $46,460,000 payable to each of the REIT and LSF. The 9,200,000 Units included Units issued or sold 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 fund future acquisitions 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 intends to fundamentally reform the Investment Tax Act very soon in a new reform bill. 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, it is unclear what exactly the consequences of the reform would be. 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

In December 2014, we filed with the Toronto Stock Exchange a notice of intention to make a normal course issuer bid. As at December 31, 2014, no Units had been purchased under the bid, which commenced on December 18, 2014, and will remain in effect until the earlier of December 17, 2015, 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 10,971,399 Units (representing 10% of our public float of 109,713,986 Units at the time of entering the bid through the facilities of the TSX).

Amendments to Declaration of Trust

Effective May 7, 2014, we amended and restated our declaration of trust to change our name to Dream Global Real Estate Investment Trust. See "Rebranding as Dream".

Rebranding as Dream

On May 7, 2014 we changed our name to "Dream Global Real Estate Investment Trust" from "Dundee International Real Estate Investment Trust". The name change was part of global re-branding that also involved Dream Unlimited Corp., Dream Hard Asset Alternatives Trust, Dream Industrial REIT and Dream Office REIT. This exciting change was implemented to bring more clarity to our story and align the efforts of all of the Dream entities around one core belief – creating better communities to live, work and play in – which will result in a better investment for our unitholders. This sums up what we do and why we do it, and we think it's a better articulation of who we are, which has been such an integral part of our culture, our work and our objectives since our beginning.

RECENT DEVELOPMENTS

Acquisitions and Dispositions

Acquisitions

On February 6, 2015, we completed the acquisition of Millerntorplatz 1, a $136.1 million office property in Hamburg, Germany. This multi-tenant property, built in 1997, is the REIT's largest asset in Hamburg and is leased to a variety of tenants including Deutsche Rentenversicherung, Germany's largest state pension fund, and the City of Hamburg. The asset comprises approximately 375,000 square feet of gross leasable area and has a weighted average remaining lease term of 5.3 years and a current occupancy of 89%. We acquired the property at a going-in cap rate of 6.1% and has financed it with a 10-year mortgage at an interest rate of 1.71%.

Dispositions

On January 30, 2015, the REIT closed the sale of a property to a joint venture with POBA. The property was Officium, located in Stuttgart, and the sale resulted in net proceeds of €11.5 million.

In addition, since December 31, 2014, the dispositions of eight of the 12 assets held for sale by the REIT have been completed for an aggregate sale price of €14.3 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. To date, 100% of our portfolio is located in Germany;

- building a diversified portfolio or 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 is to invest in income-producing properties outside of Canada that provide stable, sustainable and growing cash flows. Our methodology to execute our strategy and to meet our objectives includes:

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 strengthen our tenant profile. We focus on adding high-quality tenants in the most desirable office markets in Germany in addition to increasing our overall asset base in the largest office markets in Germany. A key criteria 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 acquisition 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

The German economy has long been a driver as well as a beneficiary of a globalized 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. Germany's labour market is very robust and its unemployment rate at 4.5%[(1)] at the end of December 2014 remains among the lowest in the European Union. The German government posted gross domestic product ("**GDP**") growth of 1.5% in 2014, higher than the GDP growth in the previous number of years as well as throughout the eurozone. The German economy performed well in a difficult global environment and continued to benefit from strong domestic demand in 2014.

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 international investor demand. In 2014, the total investment volume for commercial real estate reached €39.8 billion[(2)], the best annual result since 2007.

The office sector remains the dominant asset class, with 51%[(2)] of all transactions in 2014 taking place in this category. In total, approximately €20.3 billion[(2)] was invested in German office properties during this period. International investors contributed approximately 46%[(2)] of the total capital invested in German office properties, a year-over-year increase of 98%, highlighting the global demand in this market. The share of investments in secondary markets continued to increase, reflecting diversification of the German economy and the attractiveness of risk-return characteristics in these markets.

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. Office vacancies further declined year-over-year by 60 basis points to 7.6%[(3)] at December 31, 2014, the lowest level since 2002, and average market rents increased on average by 2%[(3)] in these markets in 2014.

(1) ILO labour market statistics overview, Destatis – Germany's Federal Statistical Office
(2) CBRE MarketView, Germany Investment Quarterly Q4 2014
(3) Jones Lang LaSalle Office Market Overview Q4 2014

Competitive Conditions

A description of additional competitive conditions relevant to our business is set out in our 2014 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, 2014, our assets consisted of a portfolio of 266 properties, comprising approximately 14.8 million square feet of GLA located in Germany. 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, 2014, this category included 237 national and regional administration offices, mixed use retail, banking and distribution properties and regional logistics headquarters of Deutsche Post. 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, 2014, this category included 29 office properties, which were acquired since the beginning of 2012. These properties are high-quality, multi-tenant office buildings located in Germany's largest office markets and are generally newer or recently refurbished buildings. A 50% interest in seven of the 29 properties was sold during the year and these seven properties are now jointly owned with POBA, a South Korean pension fund.

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

Geographic composition of portfolio[(1)]	Total GLA (sq. ft.)	Total GLA (%)	Total GRI (%)
Berlin	506,436	3	4
Cologne	984,938	7	11
Düsseldorf	1,745,214	12	14
Frankfurt	1,173,287	8	10
Hamburg	1,312,376	9	14
Hannover	810,208	5	3
Munich	552,157	4	7
Nuremberg	627,357	4	6
Stuttgart	752,527	5	7
Other	6,375,161	43	24
Total	**14,839,661**	**100**	**100**

Note:

(1) Reflects the REIT's ownership interest basis.

A comprehensive list of all of our properties as of December 31, 2014 is attached to this AIF as Schedule B.

Tenant Overview

Through an active acquisitions and dispositions program that commenced in 2012, the REIT continues to focus on the diversification of its tenant base. The table below highlights the diversification away from the single-tenant nature of our Initial Properties. At the end of 2014, Deutsche Post's GRI was approximately 29.5% of the REIT's overall occupied and committed GRI, down from 37.3% at the end of 2013.

Tenant composition[1]	Total annualized GRI (%)	Credit rating[2][3]
Deutsche Post	29.5	BBB+
Freshfields Bruckhaus Deringer	3.5	n/a
ERGO Direkt Lebensversicherungs AG	3.1	AA-
Imtech Deutschland GmbH & Co. KG	2.4	n/a
BNP Paribas Fortis SA/NV	1.9	A+
Deutsche Postbank AG	1.8	A+
CinemaxX Entertainment GmbH & Co. KG	1.6	n/a
Maersk Deutschland A/S & Co. KG	1.4	BBB+
Google Germany GmbH	1.3	AA
Grohe AG	1.3	n/a
Other third-party tenants	52.2	n/a
Total	**100.0**	

Notes:

(1) Reflects the REIT's ownership interest.

(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 and integral to its retail banking business. 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, 2014, our portfolio featured approximately 165 Postbank branches, allowing for the delivery of integrated financial and postal services. Leases for 45 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 3.5% of the REIT's overall GRI as at December 31, 2014.

ERGO Direkt Lebensversicherungs AG ("ERGO")

ERGO is the third largest tenant in our portfolio as measured by GRI. With approximately 46,000 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 3.1% of the REIT's overall GRI as at December 31, 2014.

Imtech Deutschland GmbH & Co. KG ("Imtech")

Imtech Germany & Eastern Europe is a leader in the energy and technical building equipment sector in Germany, Poland, Austria, Hungary, Romania, Russia and Switzerland. Imtech Germany & Eastern

Europe employs approximately 5,000 people and is part of the Royal Imtech N.V. Group, which is based in the Netherlands and employs approximately 23,000 people.[4] This tenant occupies the entire space in our property located at Hammer Strasse 30–34 in Hamburg, which is Imtech's German head office, and generated approximately 2.4% of the REIT's overall GRI as at December 31, 2014.

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. The company is owned approximately 75% by the BNP Paribas Group and 25% by the Belgian State.[5] BNP Paribas Fortis 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, 2014.

Deutsche Postbank AG ("Postbank")

Postbank is one of Germany's largest financial service providers with approximately 14 million clients, 14,900 employees and total assets of approximately €158 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, 4,500 Deutsche Post partner branches as well as 700 Postbank advisory centres.[6] As at December 31, 2014, Postbank generated approximately 1.8% of the REIT's overall GRI.

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

CinemaxX is a well-known cinema chain in Germany and Denmark with 33 cinemas and 2,000 employees in these two countries.[7] CinemaxX occupies approximately 62% of the GLA in our property located at Bertoldstrasse 48/Sedanstrasse 7 in Freiburg and generated approximately 1.6% of the REIT's overall GRI as at December 31, 2014.

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$47 billion in revenues in 2013.[8] Maersk occupies approximately 70% of the GLA in Humboldt House, our property located at Am Sandtorkai 37 in Hamburg. Maersk generated approximately 1.4% of the REIT's overall GRI as at December 31, 2014.

Google Germany GmbH ("Google")

Google is an American multinational corporation specializing in internet-related services and products and employs over 40,000 people worldwide.[9] Google Hamburg is the company's commercial headquarters for Germany, Austria, Switzerland and the Nordics and occupies approximately 75% of the GLA in ABC Bogen, our property located in the heart of Hamburg at ABC Strasse 19. Google generated approximately 1.3% of the REIT's overall GRI as at December 31, 2014.

Grohe AG ("Grohe")

Grohe AG, a subsidiary of the Grohe Group, is Europe's largest provider of sanitary fittings and has a worldwide presence in more than 130 countries. The Grohe Group employs more than 9,000 employees and had revenues of approximately€1.45 billion in 2013.[10] Grohe occupies approximately 29% of the GLA in Feldmühleplatz 15 in Düsseldorf and generated approximately 1.3% of the REIT's overall GRI as at December 31, 2014.

Notes:

(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 Imtech's website at www.imtech.de
(5) As disclosed at BNP Paribas' website at www.bnpparibas.com
(6) As disclosed at Deutsche Postbank AG's website at www.postbank.com
(7) As disclosed at CinemaxX's website at www.cinemaxx.com
(8) As disclosed at Maersk's website at www.maersk.com
(9) As disclosed at Google's website at www.google.com and ww.google.ca/about/jobs/locations/hamburg
(10) As disclosed at Grohe's website at www.grohe.com

Deutsche Post Leases

The leases with Deutsche Post, which generally 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 43% of the portfolio's GLA and account for approximately 29.5% of the portfolio's GRI. Of the total leases, less than 7% expire prior to 2018.

	Total GLA (sq. ft.)
Deutsche Post lease expiries	
Q1 2015	308,765
Q2 2015	45,069
Q3 2015	13,307
Q4 2015	-
Total near-term lease expiries	367,141
2016	37,091
2017	29,145
2018(1)	4,971,982
2019	679,581
2020	325,026
2023	5,745
Total Deutsche Post lease expiries	6,415,711

Note:

(1) Subject to lease extensions.

Rent adjustment

The rents under the Deutsche Post leases are subject to automatic adjustments (up or down) in relation to the CPI for Germany. If the consumer price index 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 2014 indicate that the CPI has reached 106.7 index points.

Termination rights and head lease

In general, the Deutsche Post leases have a fixed term of ten years, expiring on June 30, 2018. These leases entitle 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 that the vendor acquired from Deutsche Post in July 2008 (the "**Caroline DP Leases**"), considered as a whole. Deutsche Post had previously exercised or waived their termination rights with respect to 2012 and 2014, described below.

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 that have no termination options and 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, that at the beginning of the lease had no termination options.

2012 termination rights

With respect to its 2012 termination rights, Deutsche Post terminated 17 leases and, subsequently, terminated one additional lease, which became effective as at July 1, 2013. In light of these terminations, the vendor of the Initial Properties had set aside an amount of €17.3 million to lease the vacant space resulting from these terminations for a period of two years. The REIT received a portion of this amount each month until June 2014.

One of the opportunities that Deutsche Post terminations afforded us was the ability to take advantage of large blocks of contiguous vacant space left by the tenant, which made it more attractive for re-leasing the terminated space. 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. Through our leasing efforts, as of September 30, 2014, we have been able to successfully replace approximately 80%[(1)] of the GRI generated by the terminated properties prior to the 2012 terminations.

Note:

(1) Compared to GRI of the terminated properties as of Q2 2012, excluding properties sold, under contract for sale and a redevelopment asset in Hannover. GRI as of September 30, 2014 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. Of the 1,493,000 square feet, approximately 812,000 square feet will not expire until 2019 or later.

Through our efforts in negotiating lease extensions with Deutsche Post and Postbank, as well as third-party leases for 2014 terminated buildings, we have been able to replace approximately 77%[(1)] of the GRI generated from the 2014 terminated properties as at December 31, 2014.

(1) Compared to GRI of the terminated properties as of Q2 2014, excluding properties sold, under contract for sale and a redevelopment asset in Mannheim. GRI as of December 31, 2014 includes in-place leases and leases committed for future occupancy.

2016 termination rights

Excluding dispositions and early renewals, Deutsche Post has the right to terminate up to approximately 484,000 square feet effective as at June 30, 2016. In 2014, the REIT reduced its exposure to 2016 terminable space from approximately 821,000 to 484,000 square feet through lease negotiation leading to Deutsche Post waiving its termination rights for six properties amounting to approximately 85,000 square feet and the sale of properties comprising 252,000 square feet of space.

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.

Three 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 or in connection with the assignment of the existing land charges to be provided under financing agreements. 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, 2014, our interest coverage ratio was 3.26 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 1% of total debt. For more information, see page 20 of our 2014 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 for gross proceeds of $448.4 million (€328.5 million). During the year ended December 31, 2014, we repaid $67.0 million (€46.6 million) in connection with the disposition of 35 properties as well as mandatory repayments. As at December 31, 2014, the remaining principal balance on the term loan credit facility was $375.0 million (€267.2 million). The initial term of the Facility is five years with a two-year renewal option. Variable rate interest is payable quarterly under the Facility at a rate equal to the three-month EURIBOR, plus a margin of 200 basis points and agency fees of 10 basis points. Pursuant to the requirements of the Facility, we entered into an interest rate swap to fix 80% of the interest payments at 1.89% plus margin and agency fees, and purchased an instrument to cap 10% of the Facility, such that the interest rate does not exceed 5% on that portion.

As at December 31, 2014, the weighted average rate of the Facility was 4.21%. Including financing costs, the effective interest rate under the Facility was 4.21%. At December 31, 2013, the weighted average rate was 4.09% and the effective rate was 4.13%.

The Facility requires that, at each interest rate payment date, the debt service coverage ratio be equal to or above 145% and that the loan-to-value ratio not exceed 59% during the first three years the loan is

outstanding and 54% during the final two years. As at December 31, 2014, we were in compliance with these covenants.

Under the terms of the Facility, we were required to pay additional interest of 1% per annum beginning on August 3, 2013 on €100 million plus a 15% prepayment amount, less any amounts repaid. Mandatory repayments of between 110% and 125% (with the average being 115%) of the principal allocated to a particular Initial Property are required for any Initial Property sold or refinanced by the REIT. Since the initial public offering, the REIT has repaid $87.2 million (€61.3 million) in principal payments including prepayment amounts on various property dispositions. Opportunities to repay the balance of €53.7 million will come from maximizing the leverage on new acquisitions and from additional dispositions of non-core properties.

Revolving Credit Facility

On October 9, 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. The revolving credit facility has a term of two years.

On August 14, 2014, the REIT entered into an amending agreement to increase this facility to €50 million with no changes in the interest rate spreads or covenant requirements. The revised facility expires on September 25, 2016. The revolving credit facility was undrawn at December 31, 2014, except for a letter of credit commitment for €1.2 million.

Convertible Debentures

As at December 31, 2014, 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 us, 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 us 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. During the three- and twelve-month periods ended December 31, 2014, the fair value loss attributed to the conversion feature increased by $0.9 million. During the twelve-month period ended December 31, 2014, the fair value gain attributed to the conversion feature increased by $0.2 million.

The table below highlights our debt maturity profile:

	Debt maturities	Scheduled principal repayments on non-matured debt	Total
2015	$ 48,930	$ 24,573	$ 73,503
2016	332,399	20,153	352,552
2017	70,143	14,752	84,895
2018	343,347	11,099	354,446
2019	30,781	9,829	40,610
2020 and thereafter	481,148	13,433	494,581
	$ 1,306,748	$ 93,839	$ 1,400,587
Acquisition date fair value adjustments			(4,682)
Transaction costs			(14,773)
Total[(1)]			$ 1,381,132

Note:

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

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.

At December 31, 2014, we had various currency forward contracts in place to sell euros for Canadian dollars for the next 36 months. Our Executive Committee will assess our currency hedging strategy from time to time and make recommendations to the Board of Trustees.

TRUSTEES AND OFFICERS

Trustees and Officers

Pursuant to the Declaration of Trust, the REIT may have between five and twelve Trustees at any given time, a majority of whom must be resident Canadians. Our Board of Trustees currently consists of six 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 30, 2015, the name, province or state and country of residence, position with the 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
Detlef Bierbaum[1][2][3][4] Köln, Germany	Trustee since August 3, 2011	Yes	Corporate Director
Michael J. Cooper[2] Ontario, Canada	Trustee since April 21, 2011	No	President and Chief Executive Officer, Dream, a real estate company, and Vice Chairman of Dream Office REIT, a real estate investment trust
P. Jane Gavan[2] Utah, United States	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, 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
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.
(3) Member of the Governance, Compensation and Environmental Committee.
(4) 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;

- John Sullivan, who, prior to January 1, 2011 was the Executive Vice President, Development at Cadillac Fairview Corporation, a real estate company;

- 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, 2014, our Trustees and executive officers beneficially own, or control or direct, directly or indirectly, 1,552,993 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. Four of the six 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 auditors. 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 auditors and internal audit function, without management present, to discuss and review specific issues as appropriate. The Audit Committee met four times in 2014.

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 30, 2015, 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 initial 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 25 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 auditors 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.

Auditors' Fees

The aggregate fees billed by PricewaterhouseCoopers LLP, our external auditor, or fees accrued by us in 2014 and 2013 for professional services, are presented below:

	Year ended December 31, 2014	Year ended December 31, 2013
Audit fees		
Audit fees[1]	$493,000	$474,000
Review of interim financial statements	$85,000	$85,000
Audit-related fees[2]		
Audit-related fees	-	-
Tax fees[3]		
Tax fees (compliance)	$910,000	$255,000
Other[4]	$1,711,000	$1,685,000
All other fees[5]		
Prospectus related fees[6]	$163,000	$591,000
Other	$235,000	$15,000
Total	**$3,597,000**	**$3,105,000**

Notes:

(1) In addition to audit fees relating to the audit of the REIT's financial statements, amounts include fees in the amount of $245,000 (2013 $228,000) 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) Audit-related fees are aggregate fees billed by the REIT's external auditor in 2014 and 2013 for assurance and related services that are reasonably related to the performance of the audit or review of the REIT's financial statements and are not reported under "Audit fees" in the table above.

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

(4) The REIT completed approximately $400 million of acquisitions in 2014 and $1 billion in 2013. Other tax fees in 2014 and 2013 relate to acquisition structuring and/or due diligence work performed in connection with our acquisitions. Such fees were paid or payable to PwC network firms (other than PricewaterhouseCoopers LLP).

(5) All other fees are aggregate fees billed or accrued by us in 2014 and 2013 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.

(6) Prospectus related fees in 2014 consist of fees relating to the review and translation of financial statements. Prospectus related fees in 2013 consist of fees relating to public offerings completed during the year, including fees associated with the review and translation of financial statements required in connection with the financing for the acquisition of our previously disclosed acquisition of the SEB portfolio, a 1.5 million square foot portfolio of office properties in Germany.

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 CSG GmbH. CSG GmbH is an experienced operator and has a long history managing the Initial Properties.

- 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 the REIT's AFFO per Unit 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 in Deferred Trust Units. As at December 31, 2014, there were 1,364,659 unvested Deferred Trust Units and their related income deferred units that had been issued 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, CSG GmbH provides customary property and facility 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 and directing the making of renovations, repairs and maintenance; supervising technical services; maintaining heating, ventilation and air conditioning equipment and ensuring proper climate control; maintaining interior and exterior

common areas of the Initial Properties; arranging and supervising security with respect to the Initial Properties; paying charges and expenses relating to the operation of the real properties; monitoring the payment of German VAT and other taxes; and other general services necessary for the management, operation and maintenance of the Initial Properties. Facility management services will only be provided for leased premises which are not leased to, or otherwise exclusively used by, tenants and the buildings and facilities which the Landlord is obligated to maintain and repair, even if they are exclusively used by a tenant. CSG GmbH may propose that a third party service provider supply such facility management services.

Pursuant to the Property Management Agreement, CSG GmbH is entitled to an annual fee of 2.2% of GRI. The Property Management Agreement provides that it cannot be terminated prior to December 31, 2015. On or after December 31, 2015, the Property Management Agreement may be terminated at the end of a calendar year upon one year's written notice. 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 may trigger compensation payments to CSG GmbH if certain thresholds are exceeded.

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, a technology transformation project and a branding and culture initiative. DAM has also provided us with a non-exclusive, non-transferable, royalty-free license to some information technology owned by DAM and used in connection with providing services to us and by us in connection with the operation of our business.

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 Office REIT and 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 us, Dream Office REIT or Dream Industrial REIT on the following basis:

(f) 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;

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

(h) 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 Office REIT or to Dream Industrial REIT, as applicable, in accordance with the terms of the Opportunities Agreement on the same basis as if the property or portfolio of properties were in Canada;

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

(j) 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 one or both of Dream Office REIT or 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) both us (in respect of that part of the portfolio outside Canada) and Dream Office REIT in the case of an Office Portfolio; or (iii) each of us (in respect of that part of the portfolio outside Canada), Dream Office REIT and Dream Industrial REIT 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 us, Dream Office REIT or Dream Industrial REIT at the time that DAM ceases to be the asset manager for us, Dream Office REIT or Dream Industrial REIT, as the case may be.

EMPLOYEES

As at December 31, 2014, we had 45 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:

2. 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;

3. 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;

4. 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;

5. 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;

6. 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

7. 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 auditors, 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 auditors.

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 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 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 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 entitling the holders thereof for a period of 45 days to subscribe for or purchase Units or securities convertible or exchangeable into Units, 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 (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 (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 on the Put Date, we will have the right but not the obligation to redeem all the remaining Debentures on such date at the Put Price, together with accrued and unpaid interest to such date. 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 the Debentures which is a take-over bid for Debentures within the meaning of the *Securities Act* (Ontario), and not less than 90% of the outstanding principal amount of the Debentures (other than Debentures held at the date of the take-over bid 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 taken up and paid for by the Offeror, 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 incentivise 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 will become 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.

LS Lease Agreement

Pursuant to the LS Lease Agreement, the LS Tenant pays monthly rental instalments to the Dundee FCPs, each acting as landlord, as consideration for the LS Tenant's use of the leased premises under the LS Lease Agreement. The term of the LS Lease Agreement commenced at Closing for a period of three years. Under the LS Lease Agreement, the LS Tenant is to pay an aggregate amount of €6,672,879 to the Dundee FCPs. An amount of €5,082,111 was payable during the first year of the LS Lease Agreement, €1,510,473 was payable in the second year and €80,295 was payable in the third year. Any ancillary costs that are attributable to the use of the leased premises are included in the rent. The GLA of the leased premises under the LS Lease Agreement is equivalent to approximately 447,400 square feet of GLA.

The LS Tenant is only entitled to use the leased premises for commercial purposes. Neither the Dundee FCPs nor the LS Tenant is obligated to perform any maintenance or repair of the leased premises; however, the LS Tenant will be required to repair any damages caused by its actual use including wear and tear prior to the return of the leased premises to the Dundee FCPs at the end of the lease term. Pursuant to the LS Lease Agreement, the Dundee FCPs have the right to terminate up to 50% of the space leased under the LS Lease Agreement with a proportionate reduction in the rent payable by the LS Tenant under the LS Lease Agreement. The LS Tenant does not have any ordinary termination rights during the lease term. The LS Tenant is not entitled to assign its rights and obligations under the LS Lease Agreement or to sublet the leased premises. The Dundee FCPs and the LS Tenant are only liable to the other in the event of an intentional breach of their material contractual obligations under the LS Lease 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 new law 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 very soon in a new reform bill. 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, it is unclear what exactly the consequences of the reform would be.

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. Furthermore, as of March 30, 2015, the Dundee FCP Unitholders and the Dundee FCPs have not filed German tax returns or paid German tax on their net rental income or capital gains from the sale of properties. However, the tax office has requested that the Dundee FCPs file tax returns. Having received the request, Lorac on behalf of the Dundee FCPs will file tax returns. Furthermore, Lorac will continue to answer all requests by the competent German tax office. 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 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 law, 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 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.

- 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.

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).

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. In this case, the net wealth tax liability of each Dundee FCP Unitholder should be equal to €25.

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.

Net wealth tax

Dundee Lux Holdco is subject to Luxembourg net wealth tax at the rate of 0.5% applied on net assets as determined for net wealth tax purposes. The minimum net wealth tax for a *société à responsabilité limitée* is currently €25.

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.

Furthermore, no withholding tax should apply on 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).

New Luxembourg SVPs 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.

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 since 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).

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.

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 30, 2015, 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, dichlordiphenyltrichlorethane, pentachlorphenol 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 eight 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.

In addition to the Debentures, we borrowed from a syndicate of banks the amount of €328.5 million pursuant to the Facility. We will be subject to the risks associated with debt financing, including the risk that our cash flows will be insufficient to meet required payments of principal and interest and that on maturities of the Debentures and the Facility we may not be able to refinance the outstanding principal under such debt or that the terms of such refinancing will be more onerous than those of the existing Debentures or Facility.

All of the debt under the Facility will mature on the fifth anniversary of the Closing or seventh anniversary of the Closing if our extension right is exercised. In addition, under the terms of the Facility, we are required to pay additional interest of 1% per annum beginning on August 3, 2013 on €100 million plus a 15% prepayment amount, less any amounts repaid. Mandatory repayments of between 110% and 125% (with the average being 115%) of the principal allocated to a particular Initial Property are required for any Initial Property sold or refinanced by the REIT. If we are unable to refinance the Facility at maturity on terms acceptable to us or at all, we may be forced to dispose of one or more of our properties on disadvantageous terms, which may result in losses and could alter our debt-to-equity ratio or be dilutive to Unitholders. Such losses could have a material adverse effect on our investments, financial condition, results of operations or cash flows as well as on our ability to pay distributions on the Units and cash interest payments on the Debentures. Similar risks of refinancing will exist on the maturity of the Debentures.

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 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 Facility requires (and any other indebtedness we may incur may require) that all of the Initial Properties be secured by a first ranking mortgage registered and be cross collateralized so that a default under the 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 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, among other things, 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 Facility also contains, and any other indebtedness we may incur may contain, financial covenants that require us to maintain certain financial ratios under the Facility and satisfy certain financial condition tests. Under the Facility, our failure to maintain certain financial ratios will trigger a cash trap mechanism in which case the lenders will be entitled to retain 50% of our excess cash flow from the Initial Properties until we restore such financial ratios for two consecutive quarters. 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. 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, 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, 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. 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 retuns be filed only for Lorac Investment Fund – Sub Fund I, so far. An objection has been filed against the tax assessments issued. 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 real estate transfer tax ("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 recepient 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.

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.

Our obligations under hedging transactions with the lenders under the Facility, are secured by all of the Initial Properties. In the future, our obligations under hedging arrangements may also 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, the lenders under the Facility would be entitled to exercise default remedies under the Facility including remedies against the Initial Properties. In other cases, 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 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 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.

Dependence on Information Technology Systems

Our businesses depend on information technology systems for day-today 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

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 Office REIT and Dream Industrial REIT and also provides management services to 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 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 intend to 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 three 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 auditors 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 2014	8.89	8.33	4,792,281
February 2014	9.33	8.68	3,861,910
March 2014	9.39	8.97	2,910,489
April 2014	9.58	9.03	2,356,100
May 2014	9.86	9.32	2,012,243
June 2014	10.03	9.52	3,129,964
July 2014	9.85	9.02	9,204,809
August 2014	9.68	9.01	4,008,162
September 2014	9.49	8.90	6,445,089
October 2014	9.28	8.77	5,073,453
November 2014	9.16	8.73	5,664,068
December 2014	8.87	7.93	6,572,011

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 2014	100.50	98.50	58,280
February 2014	101.97	100.10	14,650
March 2014	103.00	101.75	36,150
April 2014	102.80	101.90	26,980
May 2014	102.70	102.10	5,970
June 2014	102.69	102.16	23,150
July 2014	105.00	102.20	101,800
August 2014	103.50	102.25	57,390
September 2014	103.50	102.12	8,320
October 2014	102.75	102.00	10,370
November 2014	102.50	102.05	13,860
December 2014	102.48	98.00	17,480

Prior Sales of Unlisted Securities

The Special Trust Units of the REIT are not listed or quoted on any marketplace, and may only be issued in connection with the issuance of securities exchangeable for Units, including Exchangeable Notes. See "Declaration of Trust and Description of REIT Units". Each Special Trust Unit entitles the holder thereof to one vote at all meetings of unitholders. On December 31, 2014, no Special Trust Units were issued and outstanding.

PRINCIPAL UNITHOLDERS

To the knowledge of our Trustees and executive officers, no other person or company owns, directly or indirectly, more than 10% of the Units.

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.

We completed five public offerings of Units in addition to our initial public offering on August 3, 2011 in the past three years. See "General Development of the Business".

Dundee Securities Ltd., a subsidiary of Dundee Corporation, was a member of the underwriting syndicate for each of those six offerings, and received its pro rata portion of the fees paid to the underwriters for those offerings. Michael Cooper, one of our Trustees, is a director of Dundee Corporation.

MATERIAL CONTRACTS

The only material contracts, other than contracts entered into in the ordinary course of business, that we entered into in 2014 or after, or entered into before 2014 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 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 as referred to in "General Development of the Business". 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 auditors are 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 2014 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

Address	City	State	Owned GLA (sq. ft.)	Occupancy at December 31, 2014
Acquisition Properties				
Im Mediapark 8	Köln	Nordrhein-Westfalen	296,693	100%
Karl-Martell-Straße 60	Nürnberg	Bavaria	268,931	100%
Liebknechtstraße 33/35, Heßbrühlstraße 7	Stuttgart	Baden-Württemberg	267,901	88%
Feldmühleplatz 1+15	Düsseldorf	Nordrhein-Westfalen	246,376	100%
Greifswalder Str. 154-156	Berlin	Berlin	242,779	98%
Straßenbahnring 15, 17-19/Hoheluftchausee 18-20/ Lehmweg 8, 8a, 7	Hamburg	Hamburg	221,391	100%
Moskauer Str. 25-27	Düsseldorf	Nordrhein-Westfalen	217,173	97%
Podbielskistraße 158-168	Hannover	Niedersachsen	211,882	90%
Robert-Bosch-Str. 9-11	Darmstadt	Hessen	209,357	100%
Cäcilienkloster 2, 6, 8, 10	Köln	Nordrhein-Westfalen	200,915	99%
Hammer Str. 30-34	Hamburg	Hamburg	172,306	100%
Oasis III	Stuttgart	Baden-Württemberg	170,120	100%
Schlossstr. 8	Hamburg	Hamburg	165,534	97%
Leopoldstr. 252	München	Bavaria	154,773	99%
Beuthstraße 6-8/Seydelstraße 2-5	Berlin	Berlin	129,179	99%
Westendstr. 160-162/Barthstr. 24-26	München	Bavaria	122,102	98%
Bertoldstr. 48/Sedanstr. 7	Freiburg	Baden-Württemberg	121,553	100%
Marsstraße 20-22	München	Bavaria	115,322	100%
Am Sandtorkai 37	Hamburg	Hamburg	113,391	99%
Reichskanzler-Müller-Str. 21-25	Mannheim	Baden-Württemberg	100,603	98%
Am Stadtpark 2	Nürnberg	Bavaria	94,652	100%
Dillwächterstr. 5/Tübinger Str. 11	München	Bavaria	81,907	87%
ABC-Str. 19	Hamburg	Hamburg	79,218	100%
Speicherstr. 55 (Werfthaus)	Frankfurt	Hessen	75,911	100%
Derendorfer Allee 4	Düsseldorf	Nordrhein-Westfalen	71,114	99%
Werner-Eckert-Straße 8-12	München	Bavaria	64,727	100%
Neue Mainzer Str. 28	Frankfurt	Hessen	61,641	95%
Lörracher Str. 16/16a	Freiburg	Baden-Württemberg	56,582	100%
Vordernbergstr. 6/Heilbronner Str. 35	Stuttgart	Baden-Württemberg	44,317	100%
Total Acquisition Properties			4,378,348	97.9%

Address	City	State	Owned GLA (sq. ft.)	Occupancy (%) (Dec. 31, 2014)
Initial Properties				
Grüne Str. 6-8/Kurfürstenstr. 2	Dortmund	Nordrhein-Westfalen	299,567	100%
Am Hauptbahnhof 16-18	Saarbrücken	Saarland	293,737	12%
Poststr. 4-6, Göbelstr. 30, Bismarckstr. 156	Darmstadt	Hessen	232,300	82%
H-v-Stephan-Str. 1-15/W-Brandt-Pl. 13	Mannheim	Baden-Württemberg	227,298	96%
Kurfürstenallee 130	Bremen	Bremen	203,949	93%
Gradestr. 22	Hannover	Niedersachsen	195,783	4%
Karlstal 1-21/Werftstr. 201	Kiel	Schleswig-Holstein	180,837	96%
Franz-Zebisch-Str. 15	Weiden	Bavaria	166,601	100%
E.-Kamieth-Str. 2b	Halle	Sachsen-Anhalt	161,156	39%
Überseering 17/Mexikoring 22	Hamburg	Hamburg	160,785	93%
Am Neumarkt 40/Luetkensallee 49	Hamburg	Hamburg	160,397	89%
Bahnhofstr. 82-86	Gießen	Hessen	150,866	57%
Czernyring 15	Heidelberg	Baden-Württemberg	133,379	64%
Marienstr. 80	Offenbach am Main	Hessen	114,114	96%
Rüppurrer Str. 81, 87, 89/Ettlinger 67	Karlsruhe	Baden-Württemberg	111,778	97%
Gerokstr. 14-20	Dresden	Sachsen	110,434	87%
Hindenburgstr. 9/Heeserstr. 5	Siegen	Nordrhein-Westfalen	101,498	92%
Zimmermannstr. 2/Eisenstr.	Marburg	Hessen	99,751	98%
Friedrich-Karl-Str. 1-7	Oberhausen	Nordrhein-Westfalen	97,606	94%
Blücherstr. 12	Koblenz	Rheinland-Pfalz	94,569	68%
Kaiserstr. 24	Gütersloh	Nordrhein-Westfalen	94,488	61%
Bahnhofsplatz 2, 3, 4 / Pepperworth 7	Hildesheim	Niedersachsen	87,330	52%
Klubgartenstr. 10	Goslar	Niedersachsen	86,571	47%
Pausaer Str. 1-3	Plauen	Sachsen	85,443	76%
Am Hauptbahnhof 2	Mülheim	Nordrhein-Westfalen	84,303	81%
Bahnhofstr. 33	Böblingen	Baden-Württemberg	82,628	100%
Husemannstr. 1	Gelsenkirchen	Nordrhein-Westfalen	80,591	94%
Kapellenstr. 44	Einbeck	Niedersachsen	80,500	91%
Kommandantenstr. 43-51	Duisburg	Nordrhein-Westfalen	80,122	100%
Stresemannstr. 15	Wuppertal	Nordrhein-Westfalen	79,215	60%
Bahnhofsring 2	Leer	Niedersachsen	78,627	82%
Heinrich-von-Bibra-Platz 5-9	Fulda	Hessen	77,606	100%
Kaiser-Karl-Ring 59-63/Dorotheenstr. 103	Bonn	Nordrhein-Westfalen	75,815	100%
Bürgerreuther Str. 1	Bayreuth	Bavaria	75,534	100%
Bahnhofplatz 10	Fürth	Bavaria	73,631	72%
77er Str. 54	Celle	Niedersachsen	73,391	62%
Wiener Str. 43	Stuttgart	Baden-Württemberg	72,192	92%
Logenstr. 37	Kaiserslautern	Rheinland-Pfalz	71,465	36%
Bahnhofsplatz 1	Schweinfurt	Bavaria	67,503	87%
Rathausplatz 2	Wilhelmshaven	Niedersachsen	64,970	97%
Auhofstr. 21	Aschaffenburg	Bavaria	64,264	96%

Address	City	State	Owned GLA (sq. ft.)	Occupancy (%) (Dec. 31, 2014)
Bahnhofstr. 40	Flensburg	Schleswig-Holstein	61,826	98%
Joachim-Campe-Str. 1.3/5/7, Posthof 15	Salzgitter	Niedersachsen	61,602	46%
Heinrich-von-Stephan-Str. 8-10	Leverkusen	Nordrhein-Westfalen	61,011	79%
Am Bahnhof 5	Zwickau	Sachsen	60,738	67%
Friedrich-Ebert-Str. 28	Pinneberg	Schleswig-Holstein	59,218	100%
Paulinenstr. 52	Detmold	Nordrhein-Westfalen	57,614	20%
Postplatz 3	Bautzen	Sachsen	57,571	68%
Ostbahnstr. 5	Landau	Rheinland-Pfalz	53,645	98%
Poststr. 2 U. 3	Helmstedt	Niedersachsen	53,468	20%
Poststr. 5-7	Heide	Schleswig-Holstein	53,363	92%
Bahnhofsplatz 9	Emden	Niedersachsen	53,327	98%
Kavalierstr. 30-32	Dessau	Sachsen-Anhalt	52,206	83%
Friedrich-Ebert-Str. 75-79	Bremerhaven	Bremen	51,781	94%
Hainstr. 5 A	Bad Hersfeld	Hessen	51,207	100%
Baarstr. 5	Iserlohn	Nordrhein-Westfalen	51,027	93%
Marktstr. 9	Völklingen	Saarland	49,577	9%
Rathausplatz 4	Lüdenscheid	Nordrhein-Westfalen	49,529	27%
Europaplatz 17	Bad Kreuznach	Rheinland-Pfalz	48,549	39%
Unter den Zwicken 1-3	Halberstadt	Sachsen-Anhalt	47,145	15%
Stadtparkstr. 2	Schwabach	Bavaria	46,877	78%
Schützenstr. 17, 19	Peine	Niedersachsen	46,532	56%
Willy-Brandt-Str. 6	Auerbach	Sachsen	46,512	56%
Bahnhofstr. 2	Cham	Bavaria	46,129	61%
Theodor-Heuss-Platz 13	Neuss	Nordrhein-Westfalen	46,128	95%
Stembergstr. 27-29	Arnsberg	Nordrhein-Westfalen	45,820	99%
Poststr. 14	Rastatt	Baden-Württemberg	45,659	92%
Bahnhofplatz 3, 5	Heidenheim	Baden-Württemberg	45,656	83%
Poststr. 2	Gummersbach	Nordrhein-Westfalen	45,558	98%
Königstr. 12	Rottweil	Baden-Württemberg	45,494	88%
Möllner Landstr. 47-49/Reclamstr 20	Hamburg	Hamburg	45,371	90%
Lippertor 6	Lippstadt	Nordrhein-Westfalen	44,341	89%
Südbrede 1-5	Ahlen	Nordrhein-Westfalen	44,130	91%
Münchener Str. 1	Bad Kissingen	Bavaria	43,971	74%
Bahnhofstr. 169	Bietigheim-Bissingen	Baden-Württemberg	43,620	99%
Vegesacker Heerstr. 111	Bremen	Bremen	43,484	90%
Palleskestr. 38	Frankfurt am Main	Hessen	43,409	64%
Koblenzer Str. 67	Bonn	Nordrhein-Westfalen	42,774	100%
Kardinal-Galen-Ring 84/86	Rheine	Nordrhein-Westfalen	42,191	76%
Martinistr. 19	Recklinghausen	Nordrhein-Westfalen	41,847	97%
Kalkumer Str. 70	Düsseldorf	Nordrhein-Westfalen	41,781	52%
Robert-Wahl-Str. 7/7a	Balingen	Baden-Württemberg	41,487	89%
Poststr. 2	Deggendorf	Bavaria	41,378	97%
Falkenbergstr. 17-23	Norderstedt	Schleswig-Holstein	41,249	98%

Address	City	State	Owned GLA (sq. ft.)	Occupancy (%) (Dec. 31, 2014)
Balhornstr. 15, 17/B. Köthenbürger-Str.	Paderborn	Nordrhein-Westfalen	40,927	93%
August-Bebel-Str. 6	Torgau	Sachsen	40,745	86%
Cavaillonstr. 2	Weinheim	Baden-Württemberg	40,540	91%
Hauptstr. 279/Hommelstr. 2	Idar-Oberstein	Rheinland-Pfalz	39,192	48%
Bismarckstr. 21-23	Bünde	Nordrhein-Westfalen	38,276	96%
Hindenburgstr. 8/Hohenstauf 9, 17, 19	Bocholt	Nordrhein-Westfalen	37,925	99%
Steinerother Str. 1 U. 1a	Betzdorf	Rheinland-Pfalz	37,679	95%
Heinrich-von-Stephan-Platz 6	Naumburg	Sachsen-Anhalt	37,612	91%
Mühlenstr. 5-7	Delmenhorst	Niedersachsen	37,266	99%
Alsenberger Str. 61	Hof	Bavaria	36,687	65%
Lübecker Str. 23-25	Bad Oldesloe	Schleswig-Holstein	36,290	15%
Apostelweg 4-6	Hamburg	Hamburg	36,273	97%
Brückenstr. 21	Neunkirchen	Saarland	35,971	100%
Lönsstr. 20-22	Castrop-Rauxel	Nordrhein-Westfalen	35,795	90%
Friedrich-Wilhelm-Str. 52 U. 54	Eschwege	Hessen	35,433	27%
Kurt-Schumacher-Str. 5	Lünen	Nordrhein-Westfalen	35,290	100%
Lilienstr. 3	Leipzig	Sachsen	35,234	97%
Stadtring 3-5	Nordhorn	Niedersachsen	35,189	81%
Ölmühlweg 12	Königstein	Hessen	34,984	100%
Bahnhofsplatz 10, 12, 14	Kleve	Nordrhein-Westfalen	34,871	100%
Goethestr. 2-6	Duisburg	Nordrhein-Westfalen	34,839	86%
Im Bungert 6-8	Bergisch Gladbach	Nordrhein-Westfalen	34,737	100%
Gerstenstr. 5	Neubrandenburg	Mecklenburg-Vorpommern	34,347	100%
Gustav-König-Str. 42	Sonneberg	Thüringen	33,959	46%
Große Str. 29-33	Rotenburg	Niedersachsen	33,296	94%
Worthingtonstr. 15	Crailsheim	Baden-Württemberg	33,136	100%
Zwieseler Str. 27-29	Regen	Bavaria	32,676	89%
Markendorfer Str. 10	Frankfurt an der Oder	Brandenburg	32,330	97%
Hellersdorfer Str. 78	Berlin	Berlin	32,296	75%
Kreuzstr. 20-24	Bonn	Nordrhein-Westfalen	32,253	99%
Bahnhofstr. 6/Luisenstr. 4-5	Villingen-Schwenningen	Baden-Württemberg	32,191	97%
Tunnelweg 1	Husum	Schleswig-Holstein	31,116	89%
Waschgrabenallee 3-5	Neustadt	Schleswig-Holstein	30,188	94%
Poststr. 30	Albstadt	Baden-Württemberg	30,014	14%
Bahnhofsplatz 2	Herborn	Hessen	29,746	91%
König-Heinrich-Str. 11	Merseburg	Sachsen-Anhalt	29,472	13%
Poststr. 24-26	Ratingen	Nordrhein-Westfalen	29,445	100%
Konrad-Adenauer-Str. 49-51	Tübingen	Baden-Württemberg	29,341	98%
Feldschlößchenstr./Kunadstr. o. Nr.	Dresden	Sachsen	29,236	100%
Bahnhofstr. 29	Meppen	Niedersachsen	29,056	90%
Poststr. 12	Lehrte	Niedersachsen	28,764	88%
Petristr. 26	Heilbad Heiligenstadt	Thüringen	28,205	68%

Address	City	State	Owned GLA (sq. ft.)	Occupancy (%) (Dec. 31, 2014)
Dr.-Friedrich-Uhde-Str. 18	Einbeck	Niedersachsen	27,793	65%
Augsburger Str. 380	Stuttgart	Baden-Württemberg	27,775	93%
Gartenstr. 29/30	Pirna	Sachsen	27,771	67%
Poststr. 1-3	Korbach	Hessen	27,502	100%
Poststr. 48	St Ingbert	Saarland	27,051	96%
Bahnhofstr. 2	Gifhorn	Niedersachsen	26,922	92%
Ruthenstr. 19/21	Hameln	Niedersachsen	26,895	93%
Bahnhofanlage 2-4	Schwetzingen	Baden-Württemberg	26,658	100%
Königswiese 1	Gelsenkirchen	Nordrhein-Westfalen	26,468	100%
Saßstr. 12	Leipzig	Sachsen	26,214	79%
Wilhelmstr. 11/Kamperdickstr. 29	Kamp-Lintfort	Nordrhein-Westfalen	26,159	94%
Kaiserstr. 140	Radevormwald	Nordrhein-Westfalen	25,643	74%
Ludwigsplatz 1	Alsfeld	Hessen	25,477	98%
Goldbacher Str. 74	Aschaffenburg	Bavaria	25,153	95%
Klosterstr. 6-10	Annaberg-Buchholz	Sachsen	25,084	72%
In der Trift 10/12	Olpe	Nordrhein-Westfalen	24,894	94%
Bahnhofstr. 6	Quakenbrück	Niedersachsen	24,446	97%
Zwickauer Str. 438	Chemnitz	Sachsen	23,640	77%
Alleestr. 6	Neustadt	Bavaria	23,495	100%
Uferstr. 2	Höxter	Nordrhein-Westfalen	23,240	79%
Lindenstr. 11	Bitterfeld	Sachsen-Anhalt	23,183	86%
Bahnhofsplatz 8	Marktredwitz	Bavaria	22,710	95%
Bahnhofstr. 32	Sulzbach-Rosenberg	Bavaria	22,634	77%
Bahnhofstr. 46	Unna	Nordrhein-Westfalen	22,627	100%
Marktplatz 5	Nordenham	Niedersachsen	22,480	100%
Poststr. 19-23	Hilden	Nordrhein-Westfalen	22,454	87%
Bahnhofsplatz o. Nr.	Oranienburg	Brandenburg	22,153	76%
Brückenstr. 26	Miltenberg	Bavaria	22,017	89%
Bahnhofstr. 27	Öhringen	Baden-Württemberg	21,801	96%
Lindenstr. 15	Landstuhl	Rheinland-Pfalz	21,726	99%
Lindenstr. 42	Grevenbroich	Nordrhein-Westfalen	21,668	64%
Hörder Semerteichstr. 175	Dortmund	Nordrhein-Westfalen	21,659	96%
Am Plärrer 11	Lauf	Bavaria	21,603	100%
Innungsstr. 57-59	Berlin	Berlin	21,187	100%
Wilhelmstr. 5	Ibbenbüren	Nordrhein-Westfalen	21,031	100%
Geistmarkt 17	Emmerich	Nordrhein-Westfalen	20,942	100%
Lyoner Passage 14	Köln	Nordrhein-Westfalen	20,742	100%
Moltkestr. 6	Hattingen	Nordrhein-Westfalen	20,681	100%
Martin-Pöhlmann-Str. 5/Friedrich-Ebert-Str. 34	Selb	Bavaria	20,681	75%
Steinstr. 6	Pulheim	Nordrhein-Westfalen	20,670	100%
Am Markt 4-5	Norden	Niedersachsen	20,668	81%
Am Stadtpark 5	Papenburg	Niedersachsen	20,578	17%
Leistikowstr. 19	Fürstenwalde	Brandenburg	20,437	59%

Address	City	State	Owned GLA (sq. ft.)	Occupancy (%) (Dec. 31, 2014)
Saarbrücker Str. 292-294	Saarbrücken	Saarland	20,433	92%
Poststr. 12	Schmölln	Thüringen	20,403	88%
Speckweg 24-26	Mannheim	Baden-Württemberg	20,128	90%
Kasseler Str. 1-7	Warburg	Nordrhein-Westfalen	19,985	86%
Lübecker Str./Wedringer Str. o. Nr.	Magdeburg	Sachsen-Anhalt	19,454	100%
Ooser Karlstr. 21/23/25	Baden-Baden	Baden-Württemberg	19,444	93%
Güterstr. 2-4	Bitburg	Rheinland-Pfalz	19,340	99%
Eisenbahnstr. 15	Tuttlingen	Baden-Württemberg	19,047	97%
Poststr. 6	Beckum	Nordrhein-Westfalen	18,831	100%
Bismarckstr. 12/Fr. Hoffmann-Str.	Steinfurt	Nordrhein-Westfalen	18,800	87%
Lagerstr. 1	Meschede	Nordrhein-Westfalen	18,683	100%
Bahnhofstr. 3	Osterburken	Baden-Württemberg	18,498	100%
Bahnhofstr. 43	Riesa	Sachsen	18,275	90%
Bahnhofstr. 33 U. 33A	Stendal	Sachsen-Anhalt	18,200	93%
Friedrichstr. 2	Monheim	Nordrhein-Westfalen	18,156	100%
Königstr. 20	Brilon	Nordrhein-Westfalen	17,733	76%
Kornmarkt 15	Osterode	Niedersachsen	17,690	100%
Marktstr. 51	Essen	Nordrhein-Westfalen	17,661	100%
Übacher Weg 4	Alsdorf	Nordrhein-Westfalen	16,991	100%
Niederwall 3	Lübbecke	Nordrhein-Westfalen	16,563	100%
Hochstr. 31/Postgasse 5	Bochum	Nordrhein-Westfalen	16,359	100%
Sattigstr. 33	Görlitz	Sachsen	16,279	100%
Robert-Koch-Str. 3	Laatzen	Niedersachsen	16,126	100%
Kaiserstr. 35	Minden	Nordrhein-Westfalen	16,043	99%
Bahnhofstr. 8-10	Borken	Nordrhein-Westfalen	15,893	98%
Poststr. 28	Hemer	Nordrhein-Westfalen	15,782	100%
Bahnhofstr. 33	Sulz	Baden-Württemberg	15,774	82%
Am Bahnhof 2	Meldorf	Schleswig-Holstein	15,549	97%
Melanchthonstr. 96	Bretten	Baden-Württemberg	15,501	90%
Hauptstr. 141	Rheda-Wiedenbrück	Nordrhein-Westfalen	15,178	100%
Republikstr. 34	Schönebeck	Sachsen-Anhalt	14,985	77%
Poststr. 1/2	Spremberg	Brandenburg	14,763	80%
Im Kusterfeld 1	Backnang	Baden-Württemberg	14,634	99%
Herrlichkeit 7	Syke	Niedersachsen	14,560	94%
Grenzstr. 24	Halle	Sachsen-Anhalt	14,533	100%
Mercedesstr. 5	Hannover	Niedersachsen	14,504	100%
Am Buchhorst 35	Potsdam	Brandenburg	14,042	100%
Bahnhofstr. 41	Eberbach	Baden-Württemberg	13,936	100%
Kolpingstr. 4	Georgsmarienhütte	Niedersachsen	13,725	100%
Münchner Str. 50	Fürstenfeldbruck	Bavaria	13,326	100%
Schönbornstr. 1	Geisenheim	Hessen	13,117	90%
Langener Landstr. 237-239	Bremerhaven	Bremen	12,803	100%
Löbauer Str. 63	Bautzen	Sachsen	12,686	100%
Albert-Steiner-Str. 10	Herzogenrath	Nordrhein-Westfalen	12,667	79%

Address	City	State	Owned GLA (sq. ft.)	Occupancy (%) (Dec. 31, 2014)
Fritz-Brandt-Str. 25	Zerbst	Sachsen-Anhalt	12,654	100%
Dahmestr. 17	Mittenwalde	Brandenburg	12,631	100%
Bünder Str. 36	Löhne	Nordrhein-Westfalen	12,625	100%
Poststr. 1	Erftstadt	Nordrhein-Westfalen	12,498	100%
Gorsemannstr. 22	Bremen	Bremen	12,379	100%
Bahnhofstr. 11	Alpirsbach	Baden-Württemberg	12,112	65%
Märkische Str. 58	Düsseldorf	Nordrhein-Westfalen	11,997	100%
Mönchenstr. 15-18	Jüterbog	Brandenburg	11,731	100%
Poststr. 3-5	Barsinghausen	Niedersachsen	11,597	100%
Prochaskaplatz 7	Dannenberg	Niedersachsen	11,334	95%
Kürbsweg 9	Seevetal	Niedersachsen	11,175	100%
Bahnhofstr. 49/49a	Aalen	Baden-Württemberg	11,050	100%
Gutachstr. 56	Titisee-Neustadt	Baden-Württemberg	10,813	100%
Unterstr. 14	Bochum	Nordrhein-Westfalen	10,732	100%
Am Markt 4	St. Georgen	Baden-Württemberg	10,324	100%
Hauptstr. 40	Porta Westfalica	Nordrhein-Westfalen	10,315	100%
Sandstr. 4	Germersheim	Rheinland-Pfalz	10,132	100%
Rensefelder Str. 2	Bad Schwartau	Schleswig-Holstein	9,777	100%
Langfuhren 9	Bad Säckingen	Baden-Württemberg	9,717	100%
Weinbergstr. 50	Bad Neuenahr-Ahrweiler	Rheinland-Pfalz	9,023	100%
De-Lenoncourt-Str. 2	Dillingen	Saarland	8,995	100%
Rosenstr. 1/Fünfhausenstr. 19/21	Springe	Niedersachsen	8,881	100%
Melcherstätte 8	Stuhr	Niedersachsen	8,196	100%
Wetterstr. 20/Poststr. 2	Herdecke	Nordrhein-Westfalen	7,702	100%
Total Initial Properties			10,461,313	80.1%
Total Portfolio			14,839,661	85.3%