

HUNTINGDON CAPITAL CORP.

and

FAM REAL ESTATE INVESTMENT TRUST

MANAGEMENT AGREEMENT

December 28, 2012

GOODMANS LLP

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MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT is made as of December 28, 2012

BETWEEN:

HUNTINGDON CAPITAL CORP.

(“**Huntingdon**”)

and

FAM REAL ESTATE INVESTMENT TRUST

(the “**REIT**”).

RECITALS:

- A.** The REIT is engaged in the business of, acquiring, holding, developing, maintaining, improving, leasing, managing or otherwise dealing with industrial, office and retail properties in Canada and the United States;
- B.** The REIT wishes to retain Huntingdon to provide the Services and any Additional Services (each as defined herein) and Huntingdon wishes to provide such Services and any Additional Services; and

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Huntingdon and the REIT, Huntingdon and the REIT hereby agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

Where used in this Agreement, unless the context expressly or by necessary implication otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

“**Acquisition and Disposition Services**” has the meaning set out in Section 3.3(b);

“**Acquisition and Disposition Strategy**” has the meaning set out in Section 3.5(1)(c);

“**Acquisition Fee**” has the meaning set out in Section 4.1;

“**Additional Services**” has the meaning set out in Section 3.4;

“**Affiliate**” of a Person means any Person that would be deemed to be an affiliated entity of such Person within the meaning of National Instrument 45-106 – Prospectus and Registration Exemptions, as replaced or amended from time to time (including any successor rule or policy thereto), if the term “person” therein was as defined in this Agreement;

“**Agreement**”, “**this Agreement**”, “**the Agreement**” and similar expressions refer to this Management Agreement and all schedules attached to this Agreement, as the same may be amended, supplemented or amended and restated from time to time;

“**Applicable Law**” means, with respect to any Person, property, transaction, event or other matter, any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, order or other requirement having the force of law (collectively, the “**Law**”) relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of the Law (or any part thereof) by any Person having jurisdiction over it;

“**Approval**” has the meaning set out in Section 11.2;

“**Approved**” has the meaning set out in Section 11.2;

“**Associate**” when used to indicate a relationship with a Person has the meaning ascribed thereto in the *Securities Act* (Ontario);

“**Base Management Fee**” has the meaning set out in Section 4.1;

“**Base Rent**” means: (i) in respect of each net Lease, the aggregate amount of base rent payable under the Lease; and (ii) in respect of each gross or semi-gross Lease, the aggregate amount of gross rent payable under the Lease, less all Operating Expenditures and the aggregate amount of any free rent under the Lease;

“**Budget**” has the meaning set out in Section 4.4(1);

“**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;

“**Closing**” means the closing of the Offering and the acquisition, directly or indirectly, by the REIT or its Affiliates of the Initial Properties and other related transactions, all of which are described in the Prospectus;

“**Construction Activity**” has the meaning set out in Section 4.1;

“**Construction Management Fee**” has the meaning set out in Section 4.1;

“**Control**” means as follows: a Person (first person) is considered to Control another Person (second person) if (i) the first person beneficially owns, or controls or directs, directly or indirectly, securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors (or trustees) of the second

person, unless that first person holds the voting securities only to secure an obligation; (ii) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership; or (iii) the second person is a limited partnership and the general partner (or if there is more than one general partner, the managing general partner) of the limited partnership is the first person (or the person who Controls such general partner pursuant to clause (i) of this definition is the first person); “**Controls**”, “**Controlling**” and “**Controlled**” have corresponding meanings;

“**Damages**” means any loss, cost, liability, claim, interest, fine, penalty, assessment, damages available at law or in equity, expense (including actual, reasonable costs, fees and expenses of legal counsel on a full indemnity basis, without reduction for tariff rates or similar reductions and reasonable costs, fees and expenses of investigation) or diminution in value;

“**Declaration of Trust**” means the declaration of trust of the REIT made as of August 27, 2012 and amended and restated as of Closing, as it may be further amended, supplemented or amended and restated from time to time;

“**ETA**” means the *Excise Tax Act* (Canada);

“**Event of Default by Huntingdon**” means:

- (i) the occurrence of an Event of Insolvency in respect of Huntingdon;
- (ii) a material breach by Huntingdon of the terms of this Agreement if such material breach is not cured within thirty (30) days of receipt by Huntingdon of written notice of such material breach from the REIT; or
- (iii) fraudulent misconduct of, or the misappropriation of funds by, Huntingdon;

“**Event of Default by the REIT**” means:

- (i) the occurrence of an Event of Insolvency in respect of the REIT; or
- (ii) a material breach by the REIT of the terms of this Agreement if such material breach is not cured within thirty (30) days of receipt by the REIT of written notice of such material breach from Huntingdon;

“**Event of Insolvency**” means any one or more of the following events in respect of Huntingdon or the REIT, respectively:

- (i) if the Party is:
 - (A) wound up, dissolved or liquidated, or becomes subject to the provisions of the *Winding-Up and Restructuring Act* (Canada) or any successor legislation thereto or has its existence terminated or has any resolution passed therefor;

- (B) makes a general assignment for the benefit of its creditors or a proposal (including the filing of a notice of intention to make a proposal) under the *Bankruptcy and Insolvency Act* (Canada) or any successor legislation thereto; or
 - (C) proposes a compromise or arrangement under the *Companies' Creditors Arrangement Act* (Canada) or any successor legislation thereto or files any petition or answer seeking a stay of proceedings or any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future law relative to bankruptcy, insolvency or other relief for debtors or for the benefit of creditors;
- (ii) if a court of competent jurisdiction enters an order, judgment or decree approving a petition or application filed against the Party seeking a stay of proceedings or any reorganization, arrangement, composition, readjustment, liquidation, dissolution, winding up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to bankruptcy, insolvency or other relief for or against debtors and such Party acquiesces in the entry of such order, judgment or decree and such order, judgment or decree remains unvacated or un-stayed for an aggregate of thirty (30) days (whether or not consecutive) from the day of entry thereof; or if any trustee in bankruptcy, receiver, receiver and manager, liquidator or any other officer with similar powers shall be appointed for the such Party or of all or any substantial part of its property with the consent or acquiescence of such Party or such appointment remains unvacated or un-stayed for an aggregate of thirty (30) days (whether or not consecutive);
 - (iii) the Party becomes insolvent or admits its inability to pay its debts generally as they become due; or
 - (iv) an encumbrancer takes possession of all or substantially all of a Party's assets and such possession remains for a period of fifteen (15) days (whether or not consecutive);

“**Expenses**” has the meaning set out in Section 4.3;

“**FAM GP**” means FAM GPCo Inc., a company incorporated under the laws of Ontario;

“**Fees**” means, collectively, the Base Management Fee, the Property Management Fee, the Acquisition Fee, the Financing Fee, the Leasing Fee, the Construction Management Fee, and any other fees mutually agreed by the Parties in respect of the Services or any Additional Services from time to time, and “**Fee**” means any one of them;

“**Financing Fee**” has the meaning set out in Section 4.1;

“**Financing Services**” has the meaning set out in Section 3.3(a);

“**Fiscal Year**” is the period from the date hereof to December 31, 2012 and thereafter the period of 12 months ending on the last day of December in each year or such other financial period designated from time to time by the REIT;

“**Governmental Authority**” means any national, federal, state, provincial, county, municipal, district or local government or government body, or any public, administrative or regulatory agency, political subdivision, commission, court, arbitral body, board or representative of any of the foregoing, foreign or domestic, of, or established by, any such government or government body which has authority in respect of a particular matter or any quasi-governmental body having the right to exercise any regulatory authority thereunder;

“**Gross Book Value**” means, at any time, the book value of the assets of the REIT and its consolidated subsidiaries, as shown on its then most recent consolidated statement of financial position, plus accumulated depreciation and amortization in respect of the REIT’s properties (and related intangible assets) shown thereon or in the notes thereto, less (i) the amount of any restricted cash; and (ii) the amount of future income tax liability arising out of the fair value adjustment in respect of the indirect acquisition of certain properties; provided, however, if approved by a majority of the REIT Trustees, the appraised value of the assets of the REIT and its consolidated subsidiaries may be used instead of book value;

“**Gross Revenue**” means all revenues received by and/or on behalf of the REIT from the leasing and/or licensing of the Properties (but not proceeds received in connection with the sale and/or mortgaging of the Properties) including, without limitation, parking revenues and all amounts of minimum, percentage and additional rent and all other rent payments (including lease cancellation, surrender and termination fees, repayments of tenant allowances and any accelerated rent received) made by or on behalf of all Tenants or other occupants of the Properties (including any payments made by or on behalf of the Tenants on account of realty taxes common area maintenance, utilities, insurance, HVAC or any other type of payment made by a Tenant which is intended as a reimbursement to the REIT for occupancy costs or expenses borne by the REIT) but excluding and there shall be deducted therefrom to the extent they are included: (i) all GST and/or HST payable in regard to the foregoing from time to time; (ii) deposits (except to the extent that such deposits are actually applied as a rent payment) and advance rent payments (other than the first month’s rent) until the reporting period in which such payments are to be applied as rent payments or until such advance payments are forfeited, whichever comes first; (iii) interest earned on any funds being administered by Huntingdon pursuant to this Agreement; (iv) proceeds of insurance other than loss of rental income insurance actually received by the REIT; (v) legal or brokerage fees payable by the REIT which are recovered from Tenants; and (vi) any amounts paid by tenants for parking on property not owned by the REIT;

“**GST**” means the tax imposed under subsection 165(1) of the ETA;

“**HST**” means any harmonized sales tax which combines a province's sales tax with the tax imposed under subsections 165(1) and 165(2) of the ETA;

“**Huntingdon**” means Huntingdon Capital Corp., a company established under the laws of British Columbia;

“**Huntingdon Employee Severance Costs**” means any and all Severance Costs (if any) actually incurred by Huntingdon or its Affiliates in respect of employees of Huntingdon or its Affiliates arising out of or resulting from the ensuing termination of redundant or surplus employees as a consequence of the termination of this Agreement in respect of the period after Closing that each such employee has worked on REIT matters and based on the proportion of each such employee's services attributable to REIT matters;

“**Huntingdon Indemnified Parties**” has the meaning set out in Section 9.2;

“**Independent Trustee**” means a REIT Trustee who, in relation to the REIT, from and after the Closing, is ‘independent’ within the meaning of National Instrument 58-101 — Disclosure of Corporate Governance Practices, as replaced or amended from time to time (including any successor rule or policy thereto);

“**Initial Properties**” means the properties described on Schedule A hereto under the heading “Initial Properties”, including the interests therein, acquired directly or indirectly by the Partnership on Closing;

“**Initial Term**” has the meaning set out in Section 2.1;

“**Law**” has the meaning set out in the definition of “Applicable Law”;

“**Leases**” means all present and future leases, agreements to lease and subleases of any part of the Properties and all present or future licences and concessions giving any person a right (other than an easement or a right in the nature of an easement) to use or occupy any part of the Properties (in each case for the time during which they are in effect) and all revisions, alterations, modifications, amendments, extensions, renewals, replacements or substitutions thereto or therefor which may be entered into from time to time;

“**Leasing Fee**” has the meaning set out in Section 4.1;

“**Offering**” means the initial offering of Units to the public pursuant to the Prospectus;

“**Operating Expenditures**” means all expenditures properly paid or properly accrued relating to the operation and management of the Properties including the following:

- (a) expenditures paid for the operating, maintaining, repairing, replacing and managing the Properties and all components thereof and systems therein;
- (b) real property taxes and assessments, utilities, water rates, energy rates and fuel costs chargeable to the Properties including all costs incurred for the appeal or review of property tax assessments;

- (c) insurance premiums;
- (d) fees for special services;
- (e) wages, employee costs and other amounts payable to or for the benefit of employees engaged in the accounting, maintenance, repair and supervision of the Properties;
- (f) the deductible portion of any insured loss;
- (g) tenants' inducements and other such capital costs;
- (h) fees paid to the auditor of the REIT or a Subsidiary Entity;
- (i) legal fees and disbursements paid in respect of the Properties including in respect of Lease negotiation and documentation;
- (j) all other expenditures paid by Huntingdon in accordance with the Approved Budget and the Approved Leasing Strategy; and
- (k) leasing commissions and brokerage fees properly paid to third parties;

"Parties" means the REIT and Huntingdon, and **"Party"** means any one of the Parties;

"Partnership Agreement" means the limited partnership agreement governing the Partnership, as it may be amended, supplemented or amended and restated from time to time;

"Partnership" means FAM Management Limited Partnership, a limited partnership formed under the laws of the Province of Ontario;

"Person" means and includes any individual, general partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, joint stock company, association, trust, trust company, bank, pension fund, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or other organization or entity, whether or not a legal entity, however designated or constituted;

"Personnel" has the meaning set out in Section 3.6(1);

"Properties" means all real properties (including the buildings, structures and improvements located thereon, as the same may be altered from time to time), including the Initial Properties, and any interest therein, which the REIT directly or indirectly owns from time to time, and **"Property"** means any one of them;

"Property Financing Strategy" has the meaning set out in Section 3.5(1)(a);

"Property Management Fee" has the meaning set out in Section 4.1;

“**Property Management Services**” has the meaning set out in Section 3.3(e);

“**Prospectus**” means the final prospectus of the REIT dated December 17, 2012, as the same may be amended or amended and restated from time to time;

“**Purchase Price**” means the purchase price paid, directly or indirectly, by the REIT or any of its Affiliates, for a Property, and shall include the value of any non-cash consideration paid for such Property, including, but not limited to, the assumption of any debt or liabilities in respect of such Property;

“**REIT**” means FAM Real Estate Investment Trust, an unincorporated, open-ended limited purpose trust established under the laws of the Province of Ontario pursuant to the Declaration of Trust;

“**REIT Financing Strategy**” has the meaning set out in Section 3.5(1)(b);

“**REIT Indemnified Parties**” has the meaning set out in Section 9.1;

“**REIT Trustees**” means the trustees holding office, from time to time, of the REIT pursuant to the Declaration of Trust;

“**Renewal Term**” has the meaning set out in Section 2.2;

“**Restricted Investments**” has the meaning set out in Section 7.2(a);

“**ROFO Agreement**” means the right of first offer agreement to be entered into at Closing among the REIT and Huntingdon, as such agreement may be amended, supplemented or amended and restated from time to time;

“**Services**” has the meaning set out in Section 3.3;

“**Severance Costs**” means an amount equal to the greater of (i) the minimum severance amount required by law; or (ii) the severance amount provided for pursuant to an employment agreement entered into by any Personnel, provided that such employment agreement contains terms that are consistent with market terms for an employee of that seniority level;

“**Special Voting Units**” means the special voting units in the capital of the REIT that represent voting rights in the REIT and accompany the Class B LP units of the Partnership;

“**Subsidiary Entity**” means the Partnership or any new limited partnership Controlled by the REIT from time to time, a trust all of the units of which or a corporation all of the shares of which are owned directly or indirectly by the REIT or another entity that would be consolidated with the REIT under Canadian generally accepted accounting principles;

“**Taxes**” means all taxes including all income, sales, use, goods and services, harmonized sales, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, franchise, real property and personal

property taxes, and any other taxes, customs duties, fees, levies, imposts and other assessments or similar charges in the nature of a tax including Canada Pension Plan and provincial pension plan contributions, employment insurance and unemployment insurance payments and workers' compensation premiums, together with any instalments with respect thereto, and any interest, fines and penalties, in all cases imposed by any Governmental Authority in respect thereof;

“**Tax Act**” means the *Income Tax Act* (Canada);

“**Tenant**” means a tenant of one or more of the Properties;

“**Tenant Recoveries**” has the meaning set out in Section 4.3(1);

“**Units**” means trust units in the capital of the REIT, excluding Special Voting Units unless the context otherwise requires;

“**Unitholder**” means a Person who holds Units; and

“**U.S.**” means the United States of America and its possessions and territories.

Section 1.2 Rules of Construction

In this Agreement, unless otherwise expressly stated or the context otherwise requires:

- (a) references to “herein”, “hereby”, “hereunder”, “hereof” and similar expressions are references to this Agreement and not to any particular Article or Section of this Agreement;
- (b) references to an “Article”, “Section” or “Schedule” are references to an Article, Section or Schedule of this Agreement;
- (c) words importing the singular shall include the plural and vice versa, words importing gender shall include the masculine, feminine and neuter genders;
- (d) the use of headings is for convenience of reference only and shall not affect the construction or interpretation hereof;
- (e) the words “includes” and “including”, when following any general term or statement, is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as referring to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
- (f) for greater certainty, the REIT Trustees have entered into this Agreement in their capacity as trustees of the REIT under the Declaration of Trust and this Agreement has been executed and delivered on behalf of the REIT Trustees in such capacity, and, unless otherwise expressly provided herein, where any reference is made in this Agreement to the REIT as a Party to this Agreement or to any other agreement or to an act to be performed by or a covenant, representation or warranty given by the REIT such reference

shall be construed and applied for all purposes as if it referred to the REIT Trustees in their respective capacity as trustees of the REIT under the Declaration of Trust;

- (g) reference to any statute shall be deemed to be a reference to such statute, and the regulations thereunder, as amended, re-enacted or replaced from time to time;
- (h) references to “\$” are references to the lawful currency of Canada; and
- (i) any reference in this Agreement to a Person shall include, and be deemed to be a reference also to, any successor or assign of such Person.

ARTICLE 2 TERM

Section 2.1 Term

This Agreement shall commence on the date hereof and, unless terminated in accordance with the provisions hereof, shall continue for an initial term of ten (10) years (the “**Initial Term**”).

Section 2.2 Renewal

Upon completion of the Initial Term or any subsequent Renewal Term, this Agreement shall automatically renew for successive five (5) year terms (each a “**Renewal Term**”) until terminated in accordance with the provisions hereof.

ARTICLE 3 SERVICES

Section 3.1 Engagement

The REIT hereby appoints Huntingdon, as an independent contractor, as of and from the date of this Agreement, and Huntingdon accepts the appointment, to provide services in accordance with this Agreement.

Section 3.2 Scope of Authority.

On behalf of the REIT, Huntingdon shall have the authority:

- (a) to negotiate, settle and execute all contracts relating to the operation, maintenance and servicing of the Properties provided that:
 - (i) the expense to be incurred thereby is provided for in the current Approved Budget; or
 - (ii) each such contract is upon fair market terms;
- (b) to incur all expenses on behalf of the REIT, whether or not of a capital nature, provided for in the current Approved Budget with respect to the item or category of expense therein provided;

- (c) if there is an emergency or perceived emergency, Huntingdon shall proceed with such steps as in its reasonable discretion are deemed necessary for the protection or preservation of the Properties or to protect the REIT and Huntingdon from any penalty or other liability and, upon the happening of any such event, Huntingdon shall promptly give notice thereof to the REIT; and
- (d) on behalf of the REIT, to execute and deliver all documents related to the Leases provided it is in accordance with the Approved Leasing Strategy then in effect.

Section 3.3 Services

Huntingdon agrees to provide to the REIT and its Subsidiary Entities the following services (collectively, the “**Services**”).

- (a) In accordance with the REIT Financing Strategy and the Property Financing Strategy, or as otherwise Approved by the REIT, arranging for the financing, refinancing or restructuring of financing of Properties, including the issuance, granting, allotment, acceptance, endorsement, renewal, processing, variation, transfer of ownership and/or repayment of any financial instrument, and the preparation of all analysis and budgets required to support any secured debt financing that may be required by the REIT or recommended by Huntingdon (“**Financing Services**”).
- (b) In accordance with the Acquisition and Disposition Strategy, or as otherwise Approved by the REIT, identifying and recommending properties for acquisition or disposition by the REIT or its Subsidiary Entities (“**Acquisition and Disposition Services**”). In particular, the duties to be discharged by Huntingdon pursuant to this subsection include:
 - (i) advising the REIT and its Subsidiary Entities on potential acquisitions of properties;
 - (ii) advising the REIT and its Subsidiary Entities on potential dispositions of Properties;
 - (iii) advising the REIT on strategic matters relating to the REIT's and its Properties, dispositions and development or re-development of Properties and value maximization;
 - (iv) arranging, structuring and negotiating on behalf of the REIT and its Subsidiary Entities for the dispositions and other transactions in respect of the Properties, including identifying, structuring and negotiating purchase and sale agreements and arranging the completion thereof, including conducting due diligence in respect thereof, all for Approval by the REIT;
 - (v) assisting, obtaining, consolidating, analyzing and providing information (including financial modelling and market analysis) in connection with prospective purchases of Properties or sales of Properties to the REIT and its Subsidiary Entities; and

- (vi) preparing budgets in respect of acquisition opportunities and disposition opportunities.
- (c) In accordance with the Leasing Strategy, or as otherwise Approved by the REIT, attend to matters related to the leasing of the Properties. In particular, the duties to be discharged by Huntingdon pursuant to this subsection include:
- (i) using all reasonable efforts to obtain Tenants who will lease premises on the Properties in accordance with the Approved Leasing Strategy;
 - (ii) on behalf of the REIT, executing and delivering all Lease Documentation for new leases, expansions, renewals and negotiated terminations and document assignments, amendments and other documents requested by Tenants in forms pre-approved by the REIT from time to time; and
 - (iii) submitting for Approval by the REIT such changes to the standard lease currently used in connection with the Properties as Huntingdon may deem necessary or advisable from time to time.
- (d) The following administrative services:
- (i) providing the services of a member of Huntingdon's senior management team, to be appointed by Huntingdon and acceptable to the REIT, to act as the chief executive officer of the REIT, which initially shall be Shant Poladian;
 - (ii) providing the services of a member of Huntingdon's senior management team, to be appointed by Huntingdon and acceptable to the REIT, to act as the chief financial officer of the REIT, which initially shall be Sandeep Manak;
 - (iii) providing the services of such administrative, management and executive personnel to be provided to the REIT as is reasonably necessary;
 - (iv) assisting the REIT with investor relations activities;
 - (v) managing regulatory compliance in respect of the REIT's and its Subsidiary Entities' Properties, including making all required filings;
 - (vi) assisting the REIT with the preparation of all documents, reports, data and analysis required by the REIT for its filings and documents necessary for its continuous disclosure requirements pursuant to applicable stock exchange rules and securities Laws;
 - (vii) co-ordinating the provision of the Services and any Additional Services with the REIT;
 - (viii) attending meetings of REIT Trustees or applicable committees, as requested by the REIT, to present an annual asset plan pursuant to Section

3.5 hereof, the Budget, financing opportunities, acquisition opportunities and disposition opportunities; and

- (ix) supervising the activities of any third party managers subcontracted by Huntingdon in accordance with Section 3.7.
- (e) The following property management services (the “**Property Management Services**”):
- (i) generally doing and performing and contracting for all things necessary for the proper and efficient leasing, management, operation and maintenance of the Properties;
 - (ii) operating, repairing and maintaining the Properties and implementing and updating no less often than annually the operating and maintenance strategy for each Property;
 - (iii) contracting for or purchasing all services, material and supplies required by Huntingdon in connection with the performance of its duties and responsibilities under this Agreement at competitive prices from arm’s length third parties, which services, materials and supplies shall be paid for by the REIT or its designate as and to the extent provided for herein;
 - (iv) at the expense of the REIT, paying all Operating Expenditures as they become due and any other expenses either contemplated in any current Approved Budget or approved from time to time in writing by the REIT;
 - (v) arranging for the provision of all utilities required by the Properties and cause the Properties to be heated or cooled to reasonable temperatures according to the season and in accordance with the obligations contained in the Leases. Huntingdon shall cause the heating and air conditioning equipment to be operated and maintained and kept and repaired in conformity with the obligations of the landlord under the Leases;
 - (vi) reviewing property and business taxes and assessments, and if prudent in the opinion of Huntingdon or if the REIT so requires, taking steps to contest or appeal such taxes, at the REIT’s expense;
 - (vii) if the appropriate GST and/or HST authorization pursuant to section 239 of the ETA is obtained and so long as it is in effect, preparing, signing (if permitted by Canada Customs and Revenue Agency or such other similar governmental authority which has jurisdiction to do so) and filing on behalf of the REIT in the prescribed manner and within the time prescribed, all GST and/or HST returns relating to the Properties and remitting with such returns any net tax (as determined in accordance with the applicable legislation) owing by the REIT on such returns. If Huntingdon is not permitted to sign any such return(s), the REIT will sign it or them forthwith in order to enable Huntingdon to comply with its

obligations hereunder; and Huntingdon shall deposit any net tax refund(s) received in the accounts maintained pursuant to this Agreement;

- (viii) promptly giving to the REIT notice of any damage to any of the Properties and copies of any notices given by Huntingdon to any insurer of the Properties with respect to any claim against the Properties or the REIT;
- (ix) arrange for the placement of insurance policies with respect to the Properties with licensed carriers with appropriate limits and reasonable deductibles maintained by comparable real estate companies; such insurance policies shall include liability coverage with the REIT and the Manager named on the insurance policy for the Properties as an additional named insured;
- (x) notifying the REIT of any material claim, demand or action asserted or instituted against Huntingdon or the REIT which relates to the Properties and settling any insurance claim;
- (xi) supervising all dealings with Tenants in connection with the leasing, operation and maintenance of the Properties and establishing and maintaining a suitable scheme of liaison with the Tenants;
- (xii) being responsible for giving all notices and statements required to be given to Tenants under the terms of Leases;
- (xiii) on behalf of the REIT, reviewing, and, if appropriate, approving all Tenants' plans and specifications in respect of any renovations, repairs or construction of their leasehold improvements in their respective premises and supervising the construction of such renovations, repairs or leasehold improvements in accordance with such approved plans and specifications and otherwise in accordance with any approved construction requirements for the Properties;
- (xiv) where applicable, obtaining Tenant sales figures and calculating percentage rent to be paid and, whenever Huntingdon deems it necessary, causing the books and records of a Tenant to be inspected or audited or both, at the expense of the REIT;
- (xv) on behalf of and for the account of the REIT, endeavouring to collect all rent and other amounts payable by Tenants, including using reasonable efforts to ensure that all rent and other amounts payable by Tenants are regularly received by Huntingdon in a timely manner for the account of and in trust for the REIT provided that Huntingdon shall not have any liability for any arrears of rent;
- (xvi) endeavouring, by promptly issuing demand for payment, to collect from any of the Tenants all arrears and obtaining payment thereof whenever possible and if, in the opinion of Huntingdon, it is prudent to do so and

other reasonable steps have failed or will not likely achieve satisfactory results, instituting suit for the collection of amounts in arrears from any Tenant or taking advantage of any other legal or equitable remedies at the REIT's expense. In connection with the foregoing, Huntingdon may, as agent of the REIT (and the REIT hereby appoints Huntingdon as its agent for such purpose) execute any and all documents which Huntingdon considers necessary or desirable to enable it fully to carry out the powers granted to it in this subsection; the REIT at all times shall have the right at its risk to direct the course of any action taken under this subsection;

- (xvii) from time to time recommending to the REIT for its Approval rules and regulations for the better or more efficient operation of the Properties and using its reasonable efforts to cause whatever rules and regulations have been so approved to be observed by Tenants;
- (xviii) developing and implementing plans (in accordance with the Approved Leasing Strategy) concerning the installation and removal of all Tenants in the Properties, and supervising the same so as to minimize disturbance to the operation of the Properties and other Tenants therein;
- (xix) using reasonable efforts to ensure compliance by the REIT and the Tenants with the terms and conditions of all contractual, statutory or municipal obligations with respect to the Properties and, in so doing, Huntingdon may call upon the REIT to provide any payments necessary in connection therewith, and the REIT shall forthwith make such payments;
- (xx) doing nothing to cause a lien and taking all reasonable steps to avoid registration of a construction or builders lien. Huntingdon shall notify the REIT of any lien filed and if requested by and at the expense of the REIT shall cause the lien to be satisfied. If Huntingdon or the REIT disputes the validity of the lien, Huntingdon will defend the same at REIT's cost. If requested by and subject to the provision of funds by the REIT, Huntingdon shall pay the amount claimed into court and shall register all necessary documents to vacate the lien;
- (xxi) maintaining, all information related to the Properties on a confidential basis except to the extent that Huntingdon is obliged to disclose such information in legal proceedings or by law;
- (xxii) carrying out or causing to be carried out, at least once in each Fiscal Year, physical inspections of the exterior of the buildings situated on the Properties and, if required, submitting a written report of the results of such inspections to the REIT;
- (xxiii) carrying out such advertising and promotional activities with respect to the Properties as are deemed advantageous by Huntingdon;

- (xxiv) arranging for a valuation of the Properties by a qualified valuator when requested by the REIT;
- (xxv) keeping the interior and exterior common areas of the Properties clean and, where the same are open to the elements, reasonably free from snow and ice and maintain the landscaping of the Properties; and
- (xxvi) using reasonable efforts to prevent the use, handling or storage of any solid, industrial or hazardous waste, pollutants, contaminants or other hazardous substances at the Properties except: (A) those substances and supplies that may be required to be stored at any Property; (B) Tenants' inventory, supplies and substances as permitted under their Leases; and (C) cleaning solvents, insecticides, and other similar substances commonly used in the maintenance and operation of the Properties; provided in each case that the foregoing are stored, handled and used in accordance with the requirements of all applicable laws and regulations.
- (xxvii) ensuring compliance with any environmental laws, regulations and environmental management plans and systems.

Section 3.4 Additional Services

The REIT and Huntingdon may from time to time agree in writing on additional services which are to be provided to the REIT and/ or its Subsidiary Entities by Huntingdon (“**Additional Services**”) for which Huntingdon shall be compensated on terms to be agreed upon between Huntingdon and the REIT prior to the provision of any such Additional Services.

Section 3.5 Asset Plan

- (1) On or before December 31 in any calendar year in which this Agreement is in force (other than the 2012 fiscal year which shall be on or before March 31, 2013), Huntingdon shall prepare for Approval by the REIT, with respect to the Properties, an asset plan for the following fiscal year which shall describe, among other things:
 - (a) a financing strategy (the “**Property Financing Strategy**”) which identifies all Properties requiring financing, refinancing or restructuring of financing during the next calendar year, current terms and conditions expected on, and the optimal manner to achieve, financing, refinancing or restructuring of financing along with the impact that the financing and refinancing will have on the cash flow of the Properties and the policies and guidelines of the REIT and the Declaration of Trust;
 - (b) a financing strategy (the “**REIT Financing Strategy**”) which outlines secured or unsecured debt requirements for the REIT over the next calendar year (other than debt requirements referred to in the Property Financing Strategy) in order to implement the Acquisition and Disposition Strategy, the current or expected market conditions for, and the optimal approach to, raising equity or securities convertible or exchangeable for equity securities, along with the impact any such financing or raise will have on the REIT's income, on cash flow and distributions and the policies and guidelines of the REIT and the Declaration of Trust;

- (c) an asset acquisition and disposition strategy for the REIT (the “**Acquisition and Disposition Strategy**”) that outlines: (i) the types of properties and markets targeted for acquisitions during the next year, the expected rates of return, cash requirements and the impact of the acquisitions on the cash flow and distributions of the REIT and the policies and guidelines of the REIT and the Declaration of Trust; (ii) the Properties targeted for disposition during the next calendar year, the expected sale prices and the impact of such dispositions on the cash flow and distributions of the REIT and the policies and guidelines of the REIT and the Declaration of Trust; and (iii) recommendations with respect to (x) the optimal manner in which the REIT, directly or indirectly, should acquire additional properties and dispose of Properties, and (y) potential additional properties to be acquired, potential Properties to dispose of and the estimated costs of acquisition and disposition in each case; and
 - (d) a leasing strategy (the “**Leasing Strategy**”) which outlines proposals on rental rates, tenant inducements, effective rental rates, (in each case, on a square footage basis) and any other material terms and conditions for new leases or the renewal of leases for premises in the Properties.
- (2) The Parties agree that the REIT shall have the right to reject any Property Financing Strategy, REIT Financing Strategy, Acquisition and Disposition Strategy, Leasing Strategy or any financing, refinancing, restructuring of financing or acquisition or disposition opportunity in its sole discretion.
- (3) Notwithstanding anything to the contrary herein, in the event that a Property Financing Strategy, REIT Financing Strategy, Acquisition and Disposition Strategy or Leasing Strategy has not been Approved for any fiscal year of the REIT as provided for in this Agreement, the Property Financing Strategy, REIT Financing Strategy, Acquisition and Disposition Strategy or Leasing Strategy for the immediately preceding fiscal year shall apply to the current fiscal year until a new asset plan is Approved by the REIT for the current fiscal year, provided that in the event that an asset plan does not exist for the preceding fiscal year, Huntingdon shall provide the Services and any Additional Services in such manner as it determines is appropriate, having regard to the standard of care set out in Section 5.1(1) hereof.

Section 3.6 Personnel

- (1) The Parties acknowledge and agree that, subject to Section 3.7(1), Huntingdon (together with its Affiliates) shall be responsible for performing the Services or any Additional Services primarily through its dedicated management team and employees (“**Personnel**”).
- (2) Except as expressly provided herein, all costs relating to any Personnel (and personnel of third parties whom Huntingdon has retained pursuant to Section 3.7(1)), including employment, termination or severance costs, shall be the responsibility of Huntingdon. The withholding and payment of any amounts required to be withheld and paid to any Governmental Authority in respect of Personnel engaged or employed by Huntingdon shall be withheld and paid by Huntingdon.
- (3) The Parties acknowledge that the person acting as the chief executive officer of the REIT pursuant to Section 3.3(d)(i), the person acting as the chief financial officer of the REIT pursuant

to Section 3.3(d)(ii) and any other executive officers provided by Huntingdon to the REIT in accordance with this Agreement shall be permitted, in addition to providing his or her services to the REIT, to provide services to Huntingdon and/ or its Affiliates.

Section 3.7 Subcontracting

(1) Subject to Section 3.7(2), the Parties acknowledge and agree that Huntingdon shall have the ability and right from time to time to retain the services of third parties where it is appropriate to do so, provided that Huntingdon will at all times remain responsible for the Services and any Additional Services and that such third party managers shall be subject to the standard of care of Huntingdon, as set out in Section 5.1(1).

(2) Except as expressly provided herein, Huntingdon will be responsible for the costs of any third parties it retains in performing the Services or any Additional Services.

Section 3.8 Books and Records

(1) Huntingdon shall keep proper, separate and complete books, records and accounts in which full, true and correct entries in conformity with International Financial Reporting Standards and all requirements of Applicable Law will be made of all dealings and transactions in relation to the Services and any Additional Services under this Agreement. Huntingdon shall permit the REIT and its representatives at reasonable times and intervals, and upon reasonable prior notice, to have access to and make copies of such books, records and accounts as they may reasonably require in respect of the Services and any Additional Services.

(2) Huntingdon shall maintain (in accordance with Huntingdon's standard accounting systems) accounts with respect to matters arising under this Agreement in order for the REIT readily to extract financial statements pertaining to the Properties in the form required by it. Huntingdon shall co-operate with the auditors of the REIT in the preparation of such financial statements and their presentation to the REIT.

Section 3.9 Financial Statements

(1) Huntingdon shall prepare and submit to the REIT unaudited financial statements relating to the operation of the Properties prepared in accordance with International Financial Reporting Standards as may be reasonably requested by the REIT within forty-five (45) days after the end of each fiscal quarter (being March 31, June 30 and September 30 of each Fiscal Year) and within sixty (60) days after the end of each Fiscal Year.

Section 3.10 Furnish Information

(1) Huntingdon shall make available to the REIT and its representatives such information, documentation and material relating to the performance of the Services and any Additional Services as and when the same may be reasonably requested in writing and otherwise give such co-operation as may be reasonably requested by the REIT or as may be necessary for the REIT's representatives to carry out their duties on behalf of the REIT.

(2) Huntingdon shall, within a reasonable time of receipt, provide the REIT with copies of any material notices, claims or demands received by Huntingdon relating to the Properties or the Services.

(3) Huntingdon shall, in addition to the reports and statements to be provided pursuant to this Agreement provide to the REIT whatever additional reports and information relating to the Properties the REIT may reasonably request. The cost of preparing such additional reports and information and a reasonable fee by Huntingdon in connection therewith shall be paid by the REIT.

Section 3.11 Cooperation of the REIT

Subject to Applicable Law and agreements relating to confidentiality of disclosure (if any), the REIT hereby authorizes Huntingdon to have full and complete access to the books, records and business premises and to whatever other information and material of the REIT and its Subsidiary Entities Huntingdon may reasonably consider necessary or desirable to discharge its duties hereunder. The REIT acknowledges that Huntingdon may in certain cases require the assistance and co-operation of the REIT and/or its Subsidiary Entities in the performance of the duties of Huntingdon hereunder. In that regard, the REIT covenants and agrees to provide, or cause its Subsidiary Entities to provide, all assistance and co-operation on a timely basis reasonably necessary to enable Huntingdon to comply with its obligations herein.

ARTICLE 4 FEES

Section 4.1 Fee for Services

(1) The REIT shall pay to Huntingdon an annual base management fee (the “**Base Management Fee**”) equal to 0.30% of the Gross Book Value calculated and paid in accordance with Section 4.2(1)(a);

(2) With respect to the Acquisition and Disposition Services, the REIT shall pay to Huntingdon an acquisition fee (the “**Acquisition Fee**”) equal to:

(a) 1.00% of the Purchase Price paid for the purchase of a Property in respect of the first \$100 million in aggregate Purchase Price actually paid for all Properties (other than the Initial Properties and properties owned by Huntingdon or any of its Subsidiary Entities at the time of Closing) acquired in each fiscal year of the REIT (using the applicable exchange rate at the time of each such acquisition if the applicable Purchase Price is not payable in Canadian dollars);

(b) 0.75% of the Purchase Price paid for the purchase of a Property in respect of any amount in excess of \$100 million and less than \$200 million in aggregate Purchase Price actually paid for all Properties (other than the Initial Properties and properties owned by Huntingdon or any of its Subsidiary Entities at the time of Closing) acquired in each fiscal year of the REIT (using the applicable exchange rate at the time of each such acquisition if the applicable Purchase Price is not payable in Canadian dollars); and

(c) 0.50% of the Purchase Price paid for the purchase of a Property, in respect of any amount in excess of \$200 million in aggregate Purchase Price actually paid for all Properties (other than the Initial Properties and properties owned by Huntingdon or any of its Subsidiary Entities at the time of Closing) acquired in each fiscal year of the REIT (using the applicable exchange rate at the time of each such acquisition if the applicable Purchase Price is not payable in Canadian dollars).

(3) With respect to the REIT Financing Strategy and Property Financing Strategy, the REIT shall pay to Huntingdon a financing fee (the “**Financing Fee**”) equal to 0.25% of the principal amount and associated costs of any debt financing or debt refinancing in respect of Properties, the REIT or any Subsidiary Entity. The Financing Fee is payable on the principal amount of any increase or refinancing of the REIT’s revolving credit facility but is not payable on borrowings under such facility.

(4) With respect to the duties and services of Huntingdon under this Agreement in relation to the execution of the Leasing Strategy, the REIT shall pay to Huntingdon a leasing fee (the “**Leasing Fee**”) equal to 5.0% of the Base Rent for all new Leases and 2.0% of Base Rent for all renewals of existing Leases and expansion of leased premises provided that no Leasing Fee is payable on month-to-month Leases that rollover on a monthly basis.

(5) With respect to any Construction Activity, as defined below, the REIT shall pay to Huntingdon a construction management fee (the “**Construction Management Fee**”) equal to 5.00% of the hard and soft costs in respect of any Construction Activity undertaken by the REIT. “**Construction Activity**” shall include (i) the construction, enlargement or reconstruction of any building, building systems, erection, plant, equipment, parking lot, parkade or improvement on a Property; or (ii) any refurbishing, additions, upgrading or restoration of or renovations to existing buildings, erections, plant, equipment or improvements, including redevelopments, but shall exclude repair and maintenance activities in the ordinary course of business.

(6) With respect to the Property Management Services, a property management fee (the “**Property Management Fee**”) equal to 3.0% of the Gross Revenue for each Fiscal Year for all of the Properties.

(7) For greater certainty, no Fees shall be earned or payable in connection with the transactions occurring at or in connection with the Closing.

Section 4.2 Payment of Fees

(1) The amounts payable to Huntingdon hereunder shall either be paid to Huntingdon or obtained by direct withdrawal by Huntingdon from the bank account maintained by Huntingdon in accordance with this Agreement.

(a) The Base Management Fee shall be payable in equal monthly instalments in advance on the first day of each month commencing on the first full month of the Initial Term and calculated based on Gross Book Value of the Properties as at the end of the prior fiscal quarter. If this Agreement does not start on the first day of a month or end on the last day of a month, the REIT shall pay to Huntingdon a *prorated* share of the Base Management Fee for such part month.

- (b) The Acquisition Fee shall be paid in full upon the completion of the purchase of the related Property.
- (c) The Financing Fee shall be paid in full upon the completion of the debt financing or debt refinancing, as applicable.
- (d) The Leasing Fee shall be paid in full upon the Tenant signing its binding Lease, extension, renewal or amending document.
- (e) The Construction Management Fee shall be estimated in advance based on the Approved Budget and shall be payable in equal monthly instalments in advance on the first day of each month commencing on the first full month of the Initial Term. If this Agreement does not start on the first day of a month or end on the last day of a month, the REIT shall pay to Huntingdon a *prorated* share of the Construction Management Fee for such part month. Such fee shall be subject to retroactive adjustment, upward or downward, after the end of each Fiscal Year within thirty (30) days after the annual financial statements have been delivered to the REIT.
- (f) The Property Management Fee shall be estimated in advance based on the Approved Budget and shall be payable in equal monthly instalments in advance on the first day of each month commencing on the first full month of the Initial Term. If this Agreement does not start on the first day of a month or end on the last day of a month, the REIT shall pay to Huntingdon a *prorated* share of the Property Management Fee for such part month. Such fee shall be subject to retroactive adjustment, upward or downward, after the end of each Fiscal Year within thirty (30) days after the annual financial statements have been delivered to the REIT.
- (g) Except as otherwise provided for in this Agreement or with the Approval of the REIT, Huntingdon shall not be entitled to any other compensation, reimbursement or payment for the Services.
- (h) The Fees shall be payable by the REIT to Huntingdon without deduction, abatement or setoff.

Section 4.3 Expenses and Tenant Recoveries

(1) Except as set out in Section 4.3(3), Huntingdon shall be reimbursed by the REIT for all reasonable third party costs and out-of-pocket expenses incurred by Huntingdon in connection with the performance of the Services and any Additional Services, including: (i) all Operating Expenditures paid by Huntingdon; (ii) interest and other costs of borrowed money; (iii) legal, accounting and other professional advisors, appraisers and consultants; (iv) fees/expenses incurred in connection with acquisitions, dispositions and ownership of property or mortgage loans or other property; (v) insurance; (vi) travel and accommodation expenses; and (vii) expenses associated with the incorporation, organization and maintenance of subsidiaries of the REIT (the “**Expenses**”) provided such Expenses are in a category and amount included in the Approved Budget for the applicable calendar year in which such Expense was incurred or as otherwise Approved by the REIT. As part of the reimbursable amounts payable to Huntingdon, Huntingdon shall be entitled to receive landlord reimbursements and recoveries as well as

property administration fees allowable under the tenant leases relating to assets or resources of Huntingdon that are directly attributable to the management of the Properties, including those relating to: (i) employment expenses of property-related personnel (salaries, wages, cost of employee benefit plans, etc.) and (ii) expenses related to on-site offices (collectively, the “**Tenant Recoveries**”). Expenses shall be paid by the REIT within thirty (30) days following receipt by the REIT of appropriate documentation evidencing the payment by Huntingdon of such Expenses and Approval thereof, if applicable, by the REIT. Tenant Recoveries shall be paid to Huntingdon within 30 days of receipt of the Tenant Recoveries by the REIT or its Affiliates. For greater certainty, it is acknowledged by Huntingdon that it is not intended that Huntingdon be reimbursed for any corporate-level general and administrative expenses.

(2) Huntingdon shall keep appropriate records to document all Expenses and Tenant Recoveries, which records shall be made available for inspection by the REIT or its representatives upon request.

(3) Notwithstanding Section 4.3(1), Huntingdon shall not be entitled to be reimbursed by the REIT for any Expenses incurred by Huntingdon where such Expenses were incurred as a direct result of Huntingdon continuing to pursue an activity after Huntingdon receives notice from the REIT notifying Huntingdon to stop pursuing such activity (for example, expenses incurred in conducting due diligence investigations of an acquisition opportunity that the REIT has declined to pursue). For greater certainty, the foregoing sentence shall not apply to Expenses incurred prior to Huntingdon's receipt of such notice that are subsequently billed to Huntingdon.

Section 4.4 Financial Duties

(1) On or before December 31 in any calendar year in which this Agreement is in force, Huntingdon shall prepare a budget for Approval by the REIT with respect to the Services and any Additional Services to be performed in the upcoming calendar year (a “**Budget**”).

(2) Huntingdon shall establish and maintain suitable records and systems to handle all billings to Tenants including all payments which, by the terms of any Lease, are to be collected as a part of rent or otherwise on a periodic basis.

(3) Huntingdon shall maintain banking arrangements necessary for the due performance of the accounting and administrative functions of Huntingdon under this Agreement and for the receipt and disbursement of all moneys of the REIT pertaining to the operations of the Properties required to be attended to by Huntingdon under this Agreement. Huntingdon shall be responsible for the management of the cash balance held by Huntingdon for the REIT in connection with the Properties from time to time and shall deposit in a separate interest bearing account or accounts, to be maintained by Huntingdon as the REIT directs and to be designated as trust accounts all cash, cheques and other negotiable instruments received by Huntingdon pursuant to this Agreement. Huntingdon shall have signing authority over such account(s) and shall deal with such cash, cheques and negotiable instruments in accordance with sound management practices so that the REIT is adequately protected.

(4) Huntingdon shall, as periodically required by the REIT from time to time, distribute to the REIT any funds which it holds in respect of the Properties and which, in the reasonable opinion of the parties, are not required to be held by Huntingdon for the operation of the

Properties. Huntingdon acknowledges and agrees that all rent and other monies received by Huntingdon pursuant to any of the obligations provided for in this Agreement for or on account of the REIT shall be received by Huntingdon and held by Huntingdon for the account of and in trust for the REIT; all such moneys together with interest thereon will be accounted for in the manner provided for and will be remitted monthly to the REIT or as the REIT directs in writing from time to time as provided in for herein. Notwithstanding the foregoing, the REIT shall pay Huntingdon monthly or Huntingdon may, so long as Huntingdon is not in default hereunder periodically but no more frequently than monthly, deduct from the moneys received by it pursuant to this Agreement, the amount of the fees payable to Huntingdon pursuant to this Agreement.

(5) Huntingdon shall not at any time be requested to and shall not overdraw the bank account or bank accounts operated by it in connection with the Properties. If the amount of the expenditures authorized to be made pursuant to this Agreement exceeds at any time the amount held by Huntingdon for the REIT, the REIT shall forthwith furnish to Huntingdon sufficient funds to enable it to make such expenditures. If the REIT fails to furnish such funds, Huntingdon shall not be required to expend its own funds and shall have no other liability whatsoever for any consequences arising from such failure by the REIT. The REIT hereby shall indemnify and save Huntingdon harmless from any and all actions by third parties arising from failure to make any expenditures by reason of the REIT's failure so to provide funds.

Section 4.5 Apportioning of Fees

Huntingdon shall apportion the Fees among the REIT and its Subsidiary Entities in a manner Approved by the REIT and shall issue its invoices to the REIT in accordance with such apportionment.

Section 4.6 Payment of Taxes

All amounts payable to Huntingdon pursuant to this Agreement shall be exclusive of any and all applicable goods and services tax, value-added tax, sales tax, use tax, stamp tax or similar Taxes applicable to such payments, including, without limitation, any HST or GST required to be paid thereon pursuant to the ETA, and, unless the REIT or Huntingdon is exempt from such Taxes, Huntingdon shall be paid by the REIT or its Affiliates, as the case may be, in addition to the Fees and such other amounts payable to Huntingdon pursuant to this Agreement, all amounts of such Taxes collectible by Huntingdon with respect thereto. Huntingdon shall remit all amounts paid to it by the REIT or its Affiliates in respect of Taxes to the appropriate Governmental Authority, as applicable.

Section 4.7 Failure to Pay When Due

Any amount payable to Huntingdon under this Agreement and which is not remitted to Huntingdon when so due shall remain due (whether on demand or otherwise) and interest shall accrue on such overdue amounts (both before and after judgment) at a rate per annum equal to the prime rate charged by the REIT's principal bank plus four percent (4%) per annum from (and including) the date payment is due to (but excluding) the date payment is made.

ARTICLE 5
COVENANTS AND AUTHORITY OF HUNTINGDON

Section 5.1 Covenants of Huntingdon

(1) Huntingdon covenants and agrees it will (i) exercise its responsibilities hereunder honestly, in good faith, carefully and diligently and in the best interests of the REIT, (ii) exercise the degree of care, diligence, judgment and skill that would be exercised by a professional, prudent and competent person who is experienced in performing services substantially similar to the Services and any Additional Services and (iii) will use such inspection, quality control and other procedures as Huntingdon deems necessary, acting reasonably, to ensure that its duties and obligations hereunder are performed in accordance with the conditions hereof.

(2) Huntingdon covenants and agrees that it will (i) use qualified individuals with suitable training, experience and skill to perform the Services and any Additional Services, (ii) provide such administrative and other support to the Personnel as they may reasonably require to perform Huntingdon's duties hereunder, and (iii) dedicate the human, equipment and other resources which, in the opinion of Huntingdon, acting reasonably, are necessary in order for Huntingdon to provide the Services and any Additional Services.

(3) Huntingdon shall perform the Services and any Additional Services in a manner which is at all times consistent with assisting the REIT to carry on its business and affairs in compliance with the terms and conditions of the Declaration of Trust.

(4) Huntingdon covenants and agrees that it will comply in all material respects with Applicable Law in the performance of the Services and any Additional Services.

Section 5.2 Huntingdon Acknowledgement

Huntingdon acknowledges that it has received a copy of the Declaration of Trust and the Partnership Agreement and is familiar with and understands the duties of the respective parties thereto, including those duties of the REIT Trustees which are being delegated to Huntingdon under this Agreement.

Section 5.3 Additional Information

The REIT acknowledges that Huntingdon's provision of the Services and any Additional Services as contemplated herein may have the incidental effect of providing Huntingdon with additional information in respect to or augmenting the value of properties in which Huntingdon or its Affiliates or Associates have an interest and the REIT agrees that neither Huntingdon nor its Affiliates or Associates shall be liable to account to the REIT or its Affiliates with respect to such activities or results; provided, however, that Huntingdon shall not, in making any use of any such information, do so in any manner that Huntingdon knew, or ought reasonably to have known, would cause or result in a breach of any confidentiality agreements to which the REIT is a party or is bound or would breach Huntingdon's obligations pursuant to Section 7.1.

Section 5.4 Limit to Authority

Huntingdon acknowledges it has no authority to act on behalf of the REIT or its Subsidiary Entities, except as explicitly provided under this Agreement or any other agreement between the Parties.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

Section 6.1 Representations and Warranties

- (1) Huntingdon represents and warrants to the REIT that:
 - (a) it is a corporation incorporated under the laws of the Province of British Columbia and has not been dissolved;
 - (b) it has, and agrees that it will maintain, all requisite power, authority, licenses, permits, consents and other third party approvals and approvals of Governmental Authorities to execute, deliver and perform its obligations which arise pursuant to or in respect of this Agreement and has taken necessary action to authorize the entering into and performance by it of this Agreement;
 - (c) the performance by Huntingdon of its obligations hereunder does not, and will not, violate any agreements or obligations pursuant to which Huntingdon is bound;
 - (d) this Agreement constitutes a legal, valid and binding obligation of Huntingdon, enforceable against Huntingdon in accordance with its terms, subject only to applicable bankruptcy, insolvency, re-organization, moratorium or other similar laws affecting creditors' rights generally and to equitable principles of general application;
 - (e) Huntingdon is, and shall not cease to be, a resident of Canada for purposes of the Tax Act; and
 - (f) Huntingdon is, and shall not cease to be, a registrant for the purposes of the ETA and its registration number has been provided to the REIT.
- (2) The REIT represents and warrants to Huntingdon that:
 - (a) it is an unincorporated, open-ended limited purpose trust established under the laws of the Province of Ontario pursuant to the Declaration of Trust and has not been terminated;
 - (b) it has, and agrees it will maintain, all requisite power and authority to execute, deliver and perform its obligations which arise pursuant to or in respect of this Agreement and has taken necessary action to authorize the entering into and performance by it of this Agreement;
 - (c) the performance by the REIT of its obligations hereunder does not, and will not, violate any agreements or obligations pursuant to which the REIT is bound; and

- (d) this Agreement constitutes a legal, valid and binding obligation of the REIT, enforceable against the REIT in accordance with its terms, subject only to applicable bankruptcy, insolvency, re-organization, moratorium or other similar laws affecting creditors' rights generally and to equitable principles of general application.

ARTICLE 7

CONFIDENTIALITY, COMPETITION AND NON-SOLICITATION

Section 7.1 Confidentiality

(1) Huntingdon shall not, without the prior written consent of the REIT, disclose to any third party any information about the REIT or its Affiliates (or any of them) acquired or developed pursuant to the performance of the Services and any Additional Services under this Agreement except that consent shall not be required to the following disclosure:

- (a) information disclosed as required by Applicable Law or as may be required by the regulations or policies of any Governmental Authority;
 - (b) information disclosed as necessary for the purposes of any acquisitions, debt or equity financing undertaken by the REIT or any of its Affiliates; or
 - (c) information disclosed that Huntingdon acting reasonably deems to be necessary to be disclosed, on a confidential basis, for the performance of its duties and obligations under this Agreement, including without limitation, disclosure of information to Affiliates, consultants and other third parties engaged by or assisting Huntingdon in accordance with the terms of this Agreement in order to carry out the purposes of this Agreement.
- (2) The provisions of this Section 7.1 shall survive the termination of this Agreement.

Section 7.2 Non-Competition and Non-Solicitation

Subject to Section 7.3, Huntingdon or its officers and directors will not, during the Term, directly or indirectly, in any manner whatsoever including, without limitation, either individually, in partnership, jointly or in conjunction with any other Person,

- (a) create or manage another real estate investment trust focused on the ownership of industrial, office or retail properties in Canada and/or the U.S. (the “**Restricted Investments**”);
- (b) invest in, purchase or finance the purchase of any assets which constitute Restricted Investments and meet the investment criteria of the REIT, unless such investment opportunity has first been offered to the REIT (on no less favourable terms) and the REIT has declined to purchase such assets; or
- (c) solicit tenants, suppliers, employees, consultants, advisers, partners, trustees, directors, officers or agents away from the REIT or its facilities, or otherwise interfere with relationships that the REIT has with such persons.

Section 7.3 Exclusions to Non-Competition

Notwithstanding Section 7.2, the following (each a “**Permitted Property**”) will not be subject to the restrictions described in Section 7.2 above:

- (a) any interest up to \$10 million in an entity owning Restricted Investments that represents less than a 50% fully-diluted interest in such entity and affiliates of that entity;
- (b) any interest in the securities of a public entity owning Restricted Investments that represents less than a 10% fully-diluted interest in such entity;
- (c) any interest in the securities of a public entity owning Restricted Investments (representing up to a 100% interest) provided that any Restricted Investments owned or subsequently acquired by such entity that do not constitute a Permitted Property are first offered to the REIT;
- (d) any Controlling interest in any entity or a portfolio of assets, in each case that owns or contains Restricted Investments that comprise less than 30% of the asset value of such entity or portfolio;
- (e) any activity related to (i) any Restricted Investment that is first offered to the REIT in accordance with the restrictions above, or (ii) any of the other exceptions in this Section 7.3; and
- (f) any other exception approved by the REIT Trustees from time to time (provided that the Independent Trustees shall be required to act reasonably and expeditiously in responding to any request for an exception).

Section 7.4 Non-Solicitation of Huntingdon's Employees

(1) During the Initial Term and any Renewal Term and for a period of two years following the termination of this Agreement, the REIT shall not, without the prior written consent of Huntingdon, and the REIT shall cause its Affiliates not to, directly or indirectly, solicit for employment and/or hire as an employee of the REIT or its Affiliates, any Personnel (other than non-executive employees of Huntingdon who respond to an advertisement available to the general public), provided that the REIT and its Affiliates shall be entitled to solicit for employment and/or hire as an employee any non-executive employee of Huntingdon in respect of whom the REIT has a severance obligation pursuant to the terms of this Agreement.

(2) The provisions of this Section 7.4 shall survive the termination of this Agreement.

Section 7.5 Other Activities of Huntingdon

Subject to the restrictions contained in this Agreement, including for greater certainty this Article 7, the REIT acknowledges that Huntingdon and/or its Affiliates and/or its Associates are engaged in or may become engaged in a variety of other businesses. The REIT acknowledges and, subject to the terms of this Article 7 and the ROFO Agreement, consents to any and all such activities and, subject to the terms of this Article 7 and the ROFO Agreement, agrees that nothing herein shall prevent Huntingdon or any of its Affiliates or Associates or any of their respective officers,

directors or employees from having other business interests, even though such business interests may be similar to or competitive with the affairs of the REIT or any of their Affiliates and, subject to the terms of this Article 7 and the ROFO Agreement, Huntingdon and its Affiliates and Associates shall not be obligated to offer any business opportunities to the REIT or any of its Affiliates. Huntingdon and its Affiliates and Associates and their respective directors, officers and employees shall have the right independently to engage in and receive the full benefits from business activities whether or not similar to or competitive with the affairs of the REIT or their Affiliates, without consulting the REIT, subject to the terms of this Article 7 and the ROFO Agreement.

Section 7.6 Acknowledgments of Huntingdon

- (a) Huntingdon acknowledges and agrees that the restrictive covenants provided in Section 7.1 and Section 7.2 are reasonable and necessary for the protection of the legitimate interests of the REIT and its affiliates such that the REIT and/or its affiliates would be irreparably harmed (which harm cannot be calculated or fully or adequately compensated by recovery of damages alone), and the REIT's substantial investment in its business materially impaired, if Huntingdon were to contravene, intentionally or otherwise, the terms of Section 7.1 and Section 7.2.
- (b) Huntingdon acknowledges and agrees that the terms of this Agreement are fair and reasonable to Huntingdon in all respects and that the REIT, in addition to any other remedies it may have, shall be entitled, as a matter of right, to interim and permanent injunctive relief, including specific performance and other equitable remedies, in any court of competent jurisdiction with respect to any actual or threatened breach by Huntingdon of the terms of Section 7.1 and Section 7.2.

ARTICLE 8 ELECTION OF TRUSTEES OF THE REIT

Section 8.1 Huntingdon Nomination Right

The REIT agrees that throughout the Initial Term and any subsequent Renewal Terms, Huntingdon will have the right to nominate one trustee to stand for election to the board of trustees of the REIT in accordance with the terms of the Declaration of Trust. Huntingdon shall specify its nominee to the board of trustees of the REIT by written notice delivered or mailed to the Chair of REIT's board of trustees, the REIT's President or the REIT's Secretary in advance of the mailing of the information circular in respect of the meeting at which trustees of the REIT are to be elected. Notwithstanding the foregoing, for so long as Huntingdon or an Affiliate thereof has the right to nominate one or more trustees to stand for election to the board of trustees of the REIT pursuant to the terms of the Declaration of Trust, Huntingdon's nomination right under this Section 8.1 shall be of no force and effect.

ARTICLE 9 INDEMNITIES AND LIMITATION ON LIABILITY

Section 9.1 Indemnification of the REIT

Subject to Section 9.6, Huntingdon shall indemnify and hold harmless the REIT and its Affiliates and their respective general partners, trustees, officers, directors, employees and representatives, as applicable (the “**REIT Indemnified Parties**”) from and against any and all Damages arising out of or resulting from or connected with:

- (a) any fraudulent, negligent or unlawful act or omission on the part of Huntingdon or its Affiliates and their respective officers, directors, Personnel, representatives or agents in performing its obligations hereunder;
- (b) any inaccuracy or misrepresentation of a representation or warranty set forth in Section 6.1(1); and
- (c) any breach or non-performance by Huntingdon of any of its material obligations hereunder;

in each case except to the extent such Damages are caused by: (i) any fraudulent, negligent or unlawful act or omission on the part of any of the REIT Indemnified Parties; (ii) a breach or non-performance by any of the REIT Indemnified Parties of any of the REIT's obligations hereunder; or (iii) any action taken by Huntingdon pursuant to the directions or written instructions of any of the REIT Indemnified Parties. The provisions of this Section 9.1 shall survive the termination of this Agreement.

Section 9.2 Indemnification of Huntingdon

The REIT shall indemnify and hold harmless Huntingdon, its officers, directors, employees and agents, as applicable (the “**Huntingdon Indemnified Parties**”) from and against any and all Damages arising or resulting from or connected with:

- (a) any fraudulent, negligent or unlawful act or omission of the REIT or its Affiliates and their respective general partners, trustees, officers, directors, employees and representatives in respect of its obligations hereunder;
- (b) any breach or non-performance by the REIT of any of its material obligations hereunder;
- (c) any action taken by Huntingdon pursuant to the directions or written instructions of any of the REIT Indemnified Parties; and
- (d) any injury to any Personnel or other Person or damage to personal property in or about any Property by reason of any cause whatsoever;

in each case except to the extent such Damages are caused by (i) any fraudulent, negligent or unlawful act on the part of Huntingdon Indemnified Parties; (ii) any action taken by Huntingdon Indemnified Parties outside the scope of Huntingdon's authority pursuant to this Agreement; (iii) any breach or non-performance by any of Huntingdon Indemnified Parties of any of

Huntingdon's obligations hereunder; or (iv) any inaccuracy of any representation or warranty of Huntingdon contained in this Agreement. The provisions of this Section 9.2 shall survive the termination of this Agreement.

Section 9.3 Indemnification in Respect of Employees on Termination of this Agreement

(1) In addition to any other rights or remedies available to Huntingdon at law, equity or otherwise:

- (a) If this Agreement is terminated for any reason, other than pursuant to Section 10.1(1) or Section 10.2(2), the REIT shall indemnify and save harmless Huntingdon from and against any and all Huntingdon Employee Severance Costs.
- (b) In addition, if this Agreement is terminated for any reason and the REIT or any of its Affiliates employs any Personnel within twelve (12) months of the effective date of such termination, the REIT or such Affiliate shall indemnify and save harmless Huntingdon and its Affiliates from and against and reimburse Huntingdon for any and all severance and termination payments and costs actually paid or payable by Huntingdon or its Affiliates in respect of such Personnel.

(2) The provisions of this Section 9.3 shall survive the termination of this Agreement.

Section 9.4 Removal of Senior Officer of the REIT

The REIT may, at its discretion, require the removal of any person acting as a senior officer of the REIT (including the chief executive officer and chief financial officer) pursuant to this Agreement. If the REIT requests the removal, without cause, of any senior officer of the REIT (including the chief executive officer and chief financial officer) whose services are being provided by Huntingdon or an Affiliate of Huntingdon under this Agreement, the REIT shall reimburse and indemnify and save harmless Huntingdon or such Affiliate from and against any and all severance and termination payments and costs (if any) actually incurred by Huntingdon or its Affiliates arising out of any claim, action or proceeding related to the removal of such senior officer in respect of (a) the period after Closing that such senior officer has worked on REIT matters and (b) the proportion of such senior officer's services attributable to REIT matters.

Section 9.5 Limitation in Respect of Liability for Severance and Termination Costs

The REIT shall not be liable to indemnify Huntingdon or its Affiliates for any severance or termination payments and costs in respect of Huntingdon's or its Affiliates' employees except as explicitly provided herein.

Section 9.6 Exculpatory Clause

The REIT acknowledges that so long as Huntingdon has acted in accordance with the standard of care set out in Section 5.1(1), Huntingdon shall not be liable, answerable or accountable for any consequences resulting from, incidental to or relating to the provision of the Services and any Additional Services hereunder by Huntingdon, including any exercise or refusal to exercise a discretion, any mistake or error of judgement or any act or omission believed by Huntingdon to

be within the scope of authority conferred on it by this Agreement, unless such loss or damage resulted from (a) any fraudulent, negligent or unlawful act or omission on the part of Huntingdon in performing its obligations hereunder or (b) any breach or non-performance by Huntingdon of any of Huntingdon's material obligations hereunder.

Section 9.7 Limitation of Liability for REIT

(1) The Parties acknowledge that this Agreement shall be conclusively taken to have been executed by, or by an officer of the REIT on behalf of, the REIT Trustees only in their capacity as trustees under the Declaration of Trust. The Parties hereby disclaim any liability upon and waive any claim against Unitholders and any annuitants or beneficiaries of a trust governed by a registered retirement savings plan, registered retirement income fund, registered education savings plan or deferred profit sharing plan or under plans of which Unitholders act as trustee or carrier and the obligations created hereunder are not personally binding upon, nor shall resort be had to, nor shall recourse or satisfaction be sought from, the private property of any REIT Trustee or any Unitholders or such annuitant or beneficiary. Huntingdon expressly agrees that recourse under this Agreement shall be limited to the property, assets, rights and interests held by or on behalf of the REIT. It is agreed that the benefit of this provision is restricted to the REIT Trustees and officers, each Unitholder and such annuitants or beneficiaries and, solely for that purpose, the undersigned signing officer of the REIT has entered into this provision as agent and trustee for and on behalf of the REIT Trustees, each Unitholder and each such annuitant or beneficiary.

(2) The provisions of this Section 9.7 shall survive the termination of this Agreement.

Section 9.8 Insurance

The REIT shall, on behalf of those employees of Huntingdon acting as senior officers of the REIT, purchase and maintain insurance at its own expense against any liability that may be asserted against or expense that may be incurred by such employees in connection with the REIT's activities, whether or not the REIT would have the obligation to indemnify those Persons against those liabilities under the provisions of this Agreement.

ARTICLE 10 TERMINATION

Section 10.1 Termination Rights of the REIT

(1) The REIT may terminate this Agreement immediately upon the occurrence of an Event of Default by Huntingdon.

(2) The REIT may terminate this Agreement on the expiry of the Initial Term or any Renewal Term if (i) a majority of the Independent Trustees determine that the Services are not being satisfactorily performed by Huntingdon, (ii) the termination of this Agreement is approved by at least two-thirds of the votes cast by the Unitholders and holders of Special Voting Units (voting together) at a duly called meeting of Unitholders and holders of Special Voting Units; (iii) the REIT provides Huntingdon with at least three months prior written notice of such termination; and (iv) upon such termination, the REIT pays to Huntingdon an additional amount

equal to Huntingdon's aggregate annual management fees earned for the preceding 12-month period.

Section 10.2 Termination Rights of Huntingdon

(1) Huntingdon may terminate this Agreement immediately upon the occurrence of an Event of Default by the REIT. Upon any such termination pursuant to this Section 10.2(1), Huntingdon shall be entitled, and the REIT shall pay to Huntingdon, an additional amount equal to Huntingdon's aggregate annual management fees earned for the preceding 12-month period and such amount shall be paid to Huntingdon by the REIT forthwith upon Huntingdon providing written notice of termination pursuant to this Section 10.2(1)

(2) Huntingdon may terminate this Agreement at any time upon one hundred and eighty (180) days prior written notice to the REIT.

Section 10.3 Return of Records

Upon termination of this Agreement for any reason, Huntingdon, at the request of the REIT, shall forthwith deliver to the REIT, or as the REIT may direct, a full and final accounting and all original records, documents and books of account relating to the Services and any Additional Services provided hereunder (other than proprietary systems owned by Huntingdon, provided that the REIT shall be provided reasonable access to such proprietary systems for a period of ninety (90) days following the effective date of termination), which are then in the possession or control of Huntingdon or its Affiliates provided, however, that Huntingdon may retain copies of such records, documents and books of account for its own purposes. Where such data is in electronic form, it shall be made available in useable electronic format.

Section 10.4 Final Balance

Upon termination of this Agreement for any reason, the REIT shall pay to Huntingdon all earned and unpaid amounts due to Huntingdon hereunder up to (and including) the date of termination, together with any Reimbursable Amounts and/or Expenses incurred by Huntingdon but unpaid by the REIT prior to the date of termination which are to be reimbursed by the REIT hereunder. In addition, upon termination of this Agreement for any reason, the REIT shall pay Fees to Huntingdon in respect of transactions that have been approved or committed to by the REIT or any of its Affiliates, but not yet completed, as of the date of termination which would have otherwise been payable if such transactions had been completed as of the date of termination.

Section 10.5 Assumption of Contracts Upon Termination

Upon termination of this Agreement for any reason, the REIT or any of its Affiliates, as applicable, shall assume all contracts entered into by Huntingdon relating to the Services and any Additional Services provided hereunder, if such contacts have been entered into in accordance with the provisions of this Agreement, and indemnify Huntingdon from and after the effective date of termination of this Agreement against any liability by reason of anything done or required to be done under any such contracts unless such liability results from the fraud, wilful misconduct or gross negligence of Huntingdon or any act or omission of Huntingdon which constitutes a breach of this Agreement.

Section 10.6 Orderly Transition Upon Termination or Notice of Termination

(1) Upon termination of this Agreement for any reason, Huntingdon shall, at the expense of the REIT, co-operate and work diligently with the REIT in effecting the transition of the Services and any Additional Services to a new service provider or the REIT itself, as the case may be, in an orderly manner as soon as reasonably practical.

(2) Upon the delivery of a notice of termination of this Agreement to Huntingdon or the REIT, as applicable, (i) the Parties shall work diligently to prepare and settle a transition plan within thirty (30) days of the receipt of such notice of termination, with the objective of such transition plan being to facilitate an efficient transition of the Services and any Additional Services as soon as reasonably practical; and (ii) subject to the terms of any agreed transition plan, Huntingdon shall only be required to continue providing, until the effective date of termination, the Financing Services and/or Acquisition and Disposition Services in respect of transactions that are in progress at that time and shall not be required to provide Financing Services and/or Acquisition and Disposition Services in respect of any new transactions.

ARTICLE 11 GENERAL

Section 11.1 No Partnership

Huntingdon and the REIT acknowledge that they are independent contractors and that it is not intended by entering into this Agreement to form a partnership of any nature whatsoever between them, nor is it intended by carrying out the terms hereof that they should be characterized as carrying on business in partnership. Each of the Parties shall not take or omit to take any action whatsoever which might reasonably result in any Person believing that the Parties are carrying on business in partnership and each of them shall cooperate to take all steps necessary and desirable to avoid the creation of such an impression of partnership.

Section 11.2 Approval

Wherever the provisions of this Agreement require an approval, consent or agreement (individually or collectively referred to as an “**Approval**” or “**Approved**”) unless the contrary is expressed herein:

- (a) the Party whose Approval is required shall, within ten (10) Business Days of receipt of a written request for Approval accompanied by reasonable detail, if the circumstances require, notify the requesting Party, in writing, either that it approves or that it withholds its approval setting forth, in reasonable detail, its reasons for withholding;
- (b) the Party requesting the Approval shall consult with the Party whose Approval is required and provide any information concerning the same requested by the Party whose Approval is required; and
- (c) if the notification referred to in (a) above is not given with the applicable period of time, the Party whose Approval is requested shall be deemed conclusively to have given its Approval in writing.

Section 11.3 Notices

All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed conclusively to have been given on the date of delivery or date sent by facsimile or other means of prepaid, transmitted or recorded communications or, if mailed, five days from the date of mailing or if by electronic communication (including email but excluding Internet or intranet websites), upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgement). If any such notice or communication shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such notice or communication shall be deemed to have been received 48 hours after 12:01 a.m. (Toronto time) on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted any notice or other communication shall be given by personal delivery or by facsimile or other means of prepaid, transmitted or recorded communication or by electronic communication (including email but excluding Internet or intranet websites). Such notices, demands and other communications shall be delivered to the Parties at the respective addresses indicated below:

(a) the REIT:

FAM Real Estate Investment Trust
2000-5000 Miller Road
Richmond, British Columbia,
V7B 1K6

Attention: Chief Executive Officer
Fax No.: 604-249-5101
Email: spoladian@huntingdoncapital.com

(b) Huntingdon:

Huntingdon Capital Corp.
2000-5000 Miller Road
Richmond, British Columbia,
V7B 1K6

Attention: Chief Executive Officer
Fax No.: 604-249-5101
Email: zgeorge@huntingdoncapital.com

Section 11.4 Waiver

No waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence or forbearance by a Party shall constitute a waiver of such Party's right to insist on performance in full and in a timely manner of all covenants in this Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.

Section 11.5 Further Assurances

Each Party shall act in good faith in performing its obligations and exercising its rights herein and shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Party may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use reasonable commercial efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

Section 11.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties pertaining thereto. There are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth in this Agreement.

Section 11.7 Assignment

Subject to the right of Huntingdon to subcontract services in accordance with Section 3.7 hereof, neither this Agreement nor any of the rights and obligations arising from it shall be assignable in whole or in part by any Party, except with the prior written approval of the other Party which approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, no consent is required for a Party to assign this Agreement to an Affiliate so long as such Person remains an Affiliate.

Section 11.8 Successors and Assigns

All of the terms and provisions of this Agreement shall be binding upon the Parties hereto and their respective permitted successors and assigns.

Section 11.9 Time of the Essence

Time is of the essence to every provision of this Agreement. Extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

Section 11.10 Amendments

This Agreement may not be modified or amended except by written agreement of the Parties.

Section 11.11 Severability

If any covenant, obligation or agreement of this Agreement, or the application thereof, to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

Section 11.12 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in such province and the Parties irrevocably attorn to the non-exclusive jurisdiction of the courts of such province.

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the date written on the first page of this Agreement.

FAM REAL ESTATE INVESTMENT TRUST

Per: “Sandeep Manak”
Name: Sandeep Manak
Title: Chief Financial Officer &
Secretary

HUNTINGDON CAPITAL CORP.

Per: “Sandeep Manak”
Name: Sandeep Manak
Title: Chief Financial Officer

SCHEDULE A INITIAL PROPERTIES

Initial Properties

#	Property	City, Province
1.	35 Martin Way	Brooks, AB
2.	5404 36th Street SE	Calgary, AB
3.	7001 96th Street	Grande Prairie, AB
4.	891 – 895 Century Street	Winnipeg, MB
5.	110 Lawson Crescent	Winnipeg, MB
6.	130 Lawson Crescent	Winnipeg, MB
7.	119 – 130 Plymouth Street	Winnipeg, MB
8.	1271 Sargent Avenue	Winnipeg, MB
9.	1855 Sargent Avenue	Winnipeg, MB
10.	1935 Sargent Avenue ⁽¹⁾	Winnipeg, MB
11.	505 Industrial Drive	Milton, ON
12.	Saskatchewan Place	Regina, SK
13.	280 Broadway Avenue ⁽²⁾	Winnipeg, MB
14.	585 Century Street ⁽³⁾	Winnipeg, MB
15.	220 Cree Crescent	Winnipeg, MB
16.	1680 Ellice Avenue ⁽³⁾	Winnipeg, MB
17.	1030 – 1040 Empress Street	Winnipeg, MB
18.	114 Garry Street	Winnipeg, MB
19.	220 Portage Avenue ⁽⁴⁾	Winnipeg, MB
20.	1336 – 1340 Sargent Avenue	Winnipeg, MB
21.	895 Waverley Street	Winnipeg, MB
22.	1000 Waverley Street	Winnipeg, MB
23.	1189 Colonel Sam Drive	Oshawa, ON
24.	125 – 185 First Street	Cochrane, AB
25.	Humboldt Mall	Humboldt, SK
26.	Flin Flon Wal-Mart	Flin Flon, MB
27.	Airport Road Shopping Centre ⁽⁵⁾	Yellowknife, NWT

Notes:

⁽¹⁾ Leasehold interest.

⁽²⁾ Includes a seven-storey office building at 280 Broadway Avenue, a three-storey multi-family residential building located at 70 Smith Street and two parking lots located at 286 Broadway Avenue and 68 Smith Street.

⁽³⁾ 1680 Ellice Avenue and 585 Century Street comprise the Century Business Park.

⁽⁴⁾ On Closing, the REIT will indirectly own a 50% non-managing interest in this property.

⁽⁵⁾ Airport Road Shopping Centre consists of the following two buildings: 307 Old Airport Road and 309 Old Airport Road.