

# PLAZA RETAIL REIT

## Amended and Restated Distribution Reinvestment Plan

### Introduction

On November 1, 2013, Plazacorp Retail Properties Ltd. (“**Plazacorp**”) and Plaza Retail REIT (the “**Issuer**”) entered into an arrangement agreement whereby the parties agreed to reorganize the affairs of Plazacorp pursuant to a plan of arrangement (the “**Plan of Arrangement**”) under Section 128 of the *Business Corporations Act* (New Brunswick) to, among other things, convert Plazacorp from a corporate structure to a real estate investment trust structure effective on the date hereof.

Pursuant to the Plan of Arrangement, common shares of Plazacorp were exchanged for trust units of the Issuer (“**Trust Units**”) on a one-for-one basis.

This Plan amends and restates in its entirety the initial dividend reinvestment plan of Plazacorp dated as of November 16, 2002, effective as of the date hereof.

### Purpose

The Amended and Restated Distribution Reinvestment Plan (the “**Plan**”) provides eligible holders (“**Holders**”) of Trust Units of Plaza Retail REIT (the “**REIT**”) the opportunity to accumulate additional Trust Units plus additional bonus Trust Units in an amount equal to 3% of the distributions reinvested. The Plan provides an efficient and cost-effective way for the REIT to issue additional equity to existing Holders.

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

The REIT may increase the number of Trust Units available to be issued under the Plan at any time, subject to the approval of the stock exchange upon which the Trust Units trade.

### Definitions

“**Average Market Price**” means the weighted average of the daily closing prices of the Trust Units on the Toronto Stock Exchange for the five trading days immediately preceding the applicable Distribution Payment Date, appropriately adjusted for certain capital changes (including Trust Unit subdivisions, Trust Unit consolidations, certain rights offerings and certain distributions).

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

“**CDS**” means CDS Clearing and Depository Services Inc., which acts as a nominee for many Canadian investment dealers, brokerage firms, or its nominee or successor, as applicable.

“**CDS Participants**” refers to brokers, investment dealers, financial institutions or other nominees in their capacity as participants in the CDS depository service who hold Trust Units registered in the name of CDS on behalf of eligible beneficial Holders and who are acting on behalf of such eligible beneficial Holders.

“**Distribution**” means the cash distribution declared payable by the REIT for any particular month.

“**Distribution Record Date**” means any date as designated by the REIT for determining the Holders entitled to receive a Distribution.

“**Distribution Payment Date**” means a specified day following the applicable Distribution Record Date, on which the REIT pays a Distribution to respective Holders.

“**Enrollment Form**” means the enrollment form attached hereto as Schedule “A”.

“**Participants**” means registered Holders of at least one Trust Unit, as applicable, who, on the applicable Distribution Record Date for a Distribution, are eligible to participate in the Plan.

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

### **Administration**

CST Trust Company currently acts as Plan Agent under the Plan. If CST Trust Company ceases to act as Plan Agent for any reason, another company will be designated by the REIT to act as Plan Agent and Participants will be promptly notified of the change.

The Plan Agent acts for and on behalf of the Participants. On each Distribution Payment Date, the REIT will pay to the Plan Agent all Distributions in respect of Trust Units registered in the name of, or held under the Plan for the account of, Participants who have enrolled in the Plan that are to be reinvested in the Plan. The Plan Agent will use such funds to purchase additional Trust Units directly from the REIT. Additional Trust Units purchased under the Plan will be registered in the name of the Plan Agent, as agent for the Participants, and credited to the Participants’ accounts.

Under the Plan, the Plan Agent will purchase, on each Distribution Payment Date, for each Participant’s account, that number of Trust Units (including fractions computed to three decimal places) equal to the amount invested under the Plan for such Participant’s account divided by the Average Market Price. In addition, a Participant will receive from the REIT’s capital an additional distribution of Trust Units equal in value to 3% of each Distribution that was reinvested by the Participant. Each Participant’s account will be credited with that number of Trust Units issued to the Participant, pursuant to the Plan.

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

## **Non-Residents of Canada**

**Persons resident outside of Canada are not permitted to participate in the Plan.** Upon ceasing to be a resident of Canada, a Holder of Trust Units must terminate such Holder's participation in the Plan.

The REIT, the Plan Agent and CDS Participants reserve the right to deny participation in the Plan to, and to not accept an Enrollment Form from, any person or agent of such person who appears to be, or who the REIT, the Plan Agent or such CDS Participant has reason to believe is, a non-resident of Canada.

## **Participation**

Registered Holders:

Registered Holders of at least one Trust Unit are eligible for enrollment in the Plan. A registered Holder may enroll in the Plan by completing an Enrollment Form and delivering such form to the Plan Agent no later than five Business Days prior to a Distribution Record Date for it to be effective for the applicable Distribution Payment Date. Any Enrollment Forms received after this date will only be considered for subsequent Distributions. An Enrollment Form may be obtained from the Plan Agent at any time by contacting the Plan Agent directly. By enrolling in the Plan, a Participant is deemed to have directed the REIT to forward to the Plan Agent Distributions in respect of Trust Units held on behalf of the Participant that are to be reinvested under the Plan, and to have directed the Plan Agent to reinvest such Distributions in additional Trust Units in accordance with the Plan.

Beneficial Holders:

Beneficial Holders who hold their Trust Units with a CDS Participant may not directly enroll in the Plan via the Plan Agent, but may participate in the Plan through their CDS Participant. Beneficial Holders may only participate in the Plan if they arrange for the CDS Participant to enroll in the Plan on their behalf.

Beneficial Holders should consult their CDS Participant to determine the procedures for participation in the Plan. The administrative practices of CDS Participants may vary and, accordingly, the various dates by which actions must be taken and the required documentation may not be the same.

Subject to the foregoing, once a Participant has enrolled in the Plan, participation continues automatically until terminated. Beneficial Holders should consult their CDS Participant to determine the procedure for termination in the Plan.

The REIT reserves the right to determine, from time to time, a minimum number of Trust Units that a Participant must hold in order to qualify for or continue enrollment in the Plan and reserves the right to refuse participation to, or cancel participation of, any person who, in the sole opinion of the REIT, is either participating in the Plan primarily with a view to arbitrage trading or participating or attempting to participate in the Plan in more than one capacity or as more than one Participant.

### **No Purchases of Trust Units in Certain Events**

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

If, in respect of any Distribution Payment Date, fulfilling all of the Participants' entitlements under the Plan would result in the REIT exceeding the limit on new equity set by the REIT, then purchases of Trust Units on the applicable Distribution Payment Date will not occur and Participants will receive from the REIT the Distributions to which they would otherwise be entitled in cash on such date and which are not reinvested as a result of such determination.

### **Price of New Trust Units**

On each Distribution Payment Date, the REIT will, on behalf of the Participants, pay to the Plan Agent all funds that are eligible for investment in new Trust Units on such date. The subscription price of new Trust Units purchased under the Plan will be the Average Market Price. The REIT will advise the Plan Agent of such Average Market Price on the Business Day immediately preceding the Distribution Payment Date.

Each Participant's account will be credited with that number of Trust Units purchased for the Participant (including fractions computed to three decimal places) which is equal to the amount to be invested for the Participant divided by the Average Market Price.

### **Costs**

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

### **Accounts and Reports to Participants**

An account will be maintained by the Plan Agent for each Participant that is a registered Holder, and unaudited statements of that account will be mailed to each Participant in respect of each Distribution period on a monthly basis. Statements and reports, if any, to beneficial Holders with respect to purchases of Trust Units under the Plan will be provided to Participants that are beneficial Holders by their CDS Participant. These account statements and reports are a Participant's continuing record of purchases of Trust Units made for such Participant's account under the Plan and should be retained for income tax purposes. The Plan Agent or the CDS Participant, as applicable, will also send annually to each Participant certain tax forms for tax reporting purposes. The calculation and monitoring of each Participant's adjusted cost base in Trust Units for income tax purposes will be the responsibility of each Participant, as certain averaging rules may apply and such calculations may depend on the cost of other Trust Units held by the Participant.

## **Trust Units held under the Plan**

### **Beneficial Holders:**

As Trust Units held by beneficial Holders are held in the non-certificated inventory system of CDS, no certificates representing Trust Units issued pursuant to the Plan will be provided to Participants.

Participants that are beneficial Holders should contact their CDS Participant with respect to the treatment of fractional Trust Units that could notionally exist from the reinvestment of a Participant's Distribution, as some CDS Participants will facilitate the accumulation of fractional Trust Units in a Participant's account while others may not.

### **Registered Holders:**

Accounts under the Plan are maintained by the Plan Agent in the name in which Trust Units are registered at the time of enrolling in the Plan.

## **Certificates for Trust Units**

Trust Units purchased under the Plan will be held by the Plan Agent or its nominee for Participants in the Plan. Certificates for such Trust Units will not be issued to Participants unless specifically requested.

A Participant may, upon written request to the Plan Agent, receive a Trust Unit certificate issued in the Participant's name for any number of whole Trust Units held for the Participant's account under the Plan even though the Participant is not terminating participation in the Plan. Normally, a certificate will be sent to a Participant within three weeks of receipt by the Plan Agent of a Participant's request. Any remaining whole Trust Units and fractional Trust Units will continue to be held for the Participant's account under the Plan. The written request must be received by the Plan Agent no later than five (5) business days before such Distribution Record Date. If the written request is received by the Plan Agent less than five (5) business days before such Distribution Record Date, the request will be processed within three weeks following the related Distribution Payment Date

Trust Units held by the Plan Agent for a Participant may not be pledged, sold or otherwise disposed of by the Participant while so held. A Participant who wishes to effect any such transaction must request that the certificates for such Trust Units be issued in the Participant's name.

## **Withdrawal of Trust Units**

Registered holders who are enrolled in the Plan may withdraw some or all of their whole Trust Units at any time without terminating participation in the Plan by completing the withdrawal portion of the registered Holder's periodic statement of account and sending such completed instruction to the Plan Agent.

Beneficial Holders who have enrolled in the Plan should contact their CDS Participant to determine the procedures for withdrawing Trust Units from the Plan.

## **Termination of Participation**

Participation in the Plan may be terminated by a Participant at any time by giving written notice to the Plan Agent. The REIT reserves the right to terminate the right of a Participant to continue in the Plan where such Participant has failed to comply with the terms of the Plan or in the reasonable opinion of the REIT, abused the Plan to the detriment of the REIT or its unitholders.

When participation in the Plan is terminated, the Participant will receive a certificate for the whole Trust Units held for such Participant's account and a cash payment for any fractional Trust Units. Any fractional Trust Units will be paid in cash calculated on the basis of the closing price of the REIT's Trust Units traded on the Toronto Stock Exchange on the business day immediately preceding the effective date of termination.

Upon termination, a Participant may request in writing that the Plan Agent arrange for sale by a registered stockbroker on behalf of the Participant of the Trust Units held by the Plan Agent provided that these constitute less than a board lot. The Trust Units may be sold on a commingled basis with other Trust Units of the REIT by the Plan Agent on behalf of other Participants. Upon receipt of such written request, the Plan Agent will arrange for the sale of such odd-lot holdings. Net proceeds of such sale will be forwarded by the Plan Agent by a cheque to the Participant. Any brokerage fees or commissions payable on such sale will be pro-rated among all the selling Participants.

Participation in the Plan will be terminated automatically upon receipt by the Agent of a written notice of the death of a Participant. Thereafter, all distributions paid in respect of the deceased's Trust Units will be paid in cash. In the case of termination of participation due to death, a certificate for whole Trust Units and a cheque for payment in lieu of fractional Trust Units, if any, will be issued by the REIT in the name of the deceased Participant, as appropriate, and the REIT will send such certificates and a cash payment for any fractional Trust Units to the representative of the deceased Participant.

Participation in the Plan will also terminate upon transfer or disposition of all of a Participant's Trust Units.

Beneficial Holders should consult their CDS Participant to determine the procedures for terminating participation in the Plan. The administrative practices of CDS Participants may vary and, accordingly, the various dates by which actions must be taken and required documentation may not be the same.

The written request must be received by the Plan Agent no later than five (5) business days before such Distribution Record Date. If the written request is received by the Plan Agent less than five (5) business days before such Distribution Record Date, the request will be processed within three weeks following the related Distribution Payment Date.

## **Rights Offering**

In the event that the REIT makes available to the Holders rights to subscribe for additional Trust Units or other securities, rights will be issued by the REIT in respect of whole Trust Units held in

a Participant's account under the Plan on the record date for such rights issue. No rights will be issuable on a fraction of a Trust Unit held in a Participant's account.

## **Units**

The holders of the Trust Units are entitled to receive monthly distributions paid by the REIT. Holders are entitled to one vote for each whole Unit at all meetings of unitholders. In the event of liquidation, dissolution or winding-up of the REIT, after payment of all outstanding debts of the REIT the remaining assets of the REIT will be distributed pro-rata to the holders of the Trust Units.

## **Subdivisions, Splits, Consolidations and Distributions**

If Trust Units are distributed pursuant to a subdivision of Trust Units, the additional Trust Units received in respect of Trust Units held under the Plan will be credited to the accounts of Participants.

If Trust Units are distributed pursuant to a split or distribution on the Trust Units, such Trust Units received by the Plan Agent or its nominee for Participants under the Plan will be retained by the Plan Agent or its nominee and credited proportionately to the accounts of the Participants in the Plan.

If the Trust Units are consolidated then the number of Trust Units purchased under the Plan, up to the date of consolidation, will also be consolidated using the same consolidation ratio.

## **Unitholder Voting**

Whole Trust Units of a Participant enrolled in the Plan on the Distribution Record Date for a vote of Holders will be voted in the same manner and in accordance with the same instructions of the Participant as any other Trust Units. No voting rights will attach to any fraction of a Trust Unit held in a Participant's account.

## **Responsibilities of the REIT and the Plan Agent**

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

- (a) arising out of the failure to terminate, or of a CDS Participant's failure to terminate, a Participant's participation in the Plan upon such Participant's death;
- (b) with respect to the prices and times at which Trust Units are purchased or sold on behalf of a Participant;
- (c) with respect to decisions by the REIT to raise or not raise equity through the Plan in any given distribution period, or the amount of equity raised, if any; and
- (d) any action or responsibilities of CDS and CDS Participants in relation to the Plan.

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

### **Tax Considerations**

Neither the REIT nor the Plan Agent nor CDS assume or accept any responsibility for the income or other tax consequences to a Participant of enrolling in and acquiring beneficial ownership of Trust Units issued pursuant to the Plan. Holders interested in enrolling in the Plan are advised to consult with their own tax advisors as to the consequences of doing so in their particular circumstances.

### **Amendment, Suspension or Termination of the Plan**

The REIT reserves the right to amend, suspend or terminate the Plan at any time, provided that any amendment of the Plan is subject to prior approval of any exchange upon which the Trust Units are listed and posted for trading but such action shall have no retroactive effect that would prejudice the interest of the Participants except as otherwise required by law. All Participants will be sent written notice of any such amendment, suspension or termination.

In the event of termination of the Plan by the REIT, certificates for whole Trust Units held by Participant's accounts under the Plan and cash payments for any fractional Trust Units will be remitted with due dispatch by the REIT to the Participants. In the event of suspension of the Plan by the REIT, no investment will be made by the Plan Agent on the Distribution Payment Date immediately following the effective date of such suspension. Any Distribution subject to the Plan and paid after the effective date of any such suspension will be paid by the REIT to the Participants in cash only.

### **Interpretation**

The REIT in conjunction with the Plan Agent may from time to time adopt rules and regulations to facilitate the administration of the Plan. The REIT also reserves the right to regulate and interpret the Plan as it deems necessary or desirable to ensure the efficient and equitable operation of the Plan.

### **Governing Law**

The Plan shall be governed by, and administered and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

### **Notices**

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

Notices to the Plan Agent shall be sent to:

CST Trust Company  
P.O. Box 4229 Station A

Toronto, Ontario, M5W 0G1  
Attention: Dividend Reinvestment  
Telephone: (416) 682-3800 or 1-800-387-0825 (Toll free in North America)  
Facsimile: (888) 488-1416  
E-mail: [inquiries@canstockta.com](mailto:inquiries@canstockta.com)  
Website: [www.canstockta.com](http://www.canstockta.com)

Notices to the REIT shall be sent to:

Plaza Retail REIT  
98 Main Street  
Fredericton, New Brunswick, E3A 9N6  
Attention: Kim Strange, Secretary  
Facsimile No.: (506) 451-1802

**Effective Date of the Plan**

The effective date of the Plan is January 1, 2014.

**Schedule "A"**  
**Enrollment Form**



## Enrollment Form

### Plaza Retail REIT Distribution Reinvestment Plan

To: CST Trust Company (“CST”)

I wish to enroll in the Plaza Retail REIT distribution reinvestment plan (the “Plan”) in order to reinvest cash distributions received on trust units of Plaza Retail REIT.

**Please refer to the text of the Plan before enrolling**

Copies are available online at:

[www.canstockta.com](http://www.canstockta.com)  
[www.plaza.ca](http://www.plaza.ca)

By signing this form, I request to be enrolled in the Plan, acknowledge that I have read the text of the Plan and that my participation in the Plan will be subject to its terms and conditions. I also acknowledge that my enrollment in the Plan will remain in effect until I otherwise notify CST, in writing, in accordance with the Plan.

PLEASE PRINT CLEARLY – To avoid delays and ensure your enrollment, please complete all fields

First Unitholder Name:	Date of Birth (DD/MM/YYYY):	Occupation:
Second Unitholder Name (if applicable):	Date of Birth (DD/MM/YYYY):	Occupation:
Third Unitholder Name (if applicable):	Date of Birth (DD/MM/YYYY):	Occupation:
Address: (street number and name, apartment number or suite):		
City:	Province:	Postal code:
Daytime Telephone: (       )	Unitholder Account Number:	Unitholder Email (optional):

Your Unitholder Account Number is located on your Plaza Retail REIT distribution cheque.

Unitholder Signature

Second Unitholder Signature  
(if applicable)

Third Unitholder Signature  
(if applicable)

Date (DD/MM/YY)

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Please see reverse of form for instructions and additional information.

**Instructions:**

1. IMPORTANT: If trust units are held by a corporation, partnership, association, agency, estate or trust, this form must be signed by a duly authorized signing officer whose title must be provided. CST may require submission of satisfactory evidence of authority of the person executing the form.
2. If trust units are jointly held, all unitholders must sign this form.
3. Participation in the Plan is limited to Canadian residents.
4. If your trust units are held in more than one account, a separate enrollment form must be completed for each account that you wish to participate in the Plan.
5. Non-registered beneficial holders (i.e., unitholders who hold their trust units through an intermediary, such as a financial institution, broker or other nominee) should review the participation section of the Plan and consult with that intermediary to determine the procedure for participation in the Plan.
6. For inquiries, please contact CST Trust Company at 1-800-387-0825 or [inquiries@canstockta.com](mailto:inquiries@canstockta.com)
7. Once completed, please return the form to:

CST Trust Company  
P.O. Box 4229  
Station A  
Toronto, ON M5W 0G1

Fax: 1-888-488-1416

**Note:**

CST is soliciting this information in compliance with the Plan and Anti-Money Laundering and Anti-Terrorist Financing legislation. All information will be held in accordance with our Privacy Policy located at <http://www.canstockta.com/privacyPolicy.do>