



INNVEST REAL ESTATE INVESTMENT TRUST

ANNUAL INFORMATION FORM

March 28, 2011

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Capitalized terms that are not otherwise defined in this Annual Information Form have the respective meanings set out in Appendix A – Glossary of Terms.

INFORMATION ABOUT THIS ANNUAL INFORMATION FORM

InnVest Real Estate Investment Trust (the “REIT”) is an unincorporated open-ended real estate investment trust which owns a portfolio of 144 hotels across Canada representing approximately 19,000 guest rooms operated under internationally recognized brands. The REIT leases its hotels to InnVest Operations Trust (“IOT”), an unincorporated open-ended taxable investment trust. IOT indirectly holds all of the hotel operating assets, earns revenues from hotel customers and pays rent to the REIT. IOT also indirectly holds a 50% interest in Choice Hotels Canada Inc., one of the largest franchisors of hotels in Canada, and earns revenues from franchising fees. The REIT and IOT are collectively referred to in this Annual Information Form as “InnVest”.

Each issued and outstanding unit of the REIT (a “REIT Unit”) trades together with a non-voting unit of IOT (an “IOT Non-Voting Unit”) as a “Stapled Unit” on the Toronto Stock Exchange (the “TSX”) under the symbol INN.UN. InnVest’s convertible debentures trade on the TSX under the symbols INN.DB.B, INN.DB.C, INN.DB.D, INN.DB.E and INN.DB.F.

Forward-Looking Statements

Some of the statements contained or incorporated by reference herein, including those relating to InnVest strategies and other statements that are predictive in nature, that depend upon or refer to future events or conditions, or that include words such as “expects,” “anticipates,” “intends,” “plans,” “believes,” “estimates” or similar expressions, are forward-looking statements within the meaning of applicable securities laws. Forward-looking statements include, without limitation, the information concerning possible or assumed future results of operations of InnVest as set forth herein. These statements are not historical facts but instead represent only InnVest’s expectations, estimates and projections regarding future events.

THE FORWARD-LOOKING STATEMENTS CONTAINED OR INCORPORATED BY REFERENCE HEREIN ARE NOT GUARANTEES OF FUTURE PERFORMANCE AND INVOLVE CERTAIN RISKS AND UNCERTAINTIES THAT ARE DIFFICULT TO PREDICT. THE FUTURE RESULTS AND UNITHOLDER VALUE OF INNVEST MAY DIFFER MATERIALLY FROM THOSE EXPRESSED IN THE FORWARD LOOKING STATEMENTS CONTAINED OR INCORPORATED BY REFERENCE HEREIN DUE TO, AMONG OTHER FACTORS, THE RISKS AND UNCERTAINTIES DISCUSSED HEREIN, INCLUDING THE MATTERS SET FORTH UNDER THE CAPTION “RISK FACTORS”, AND THE FACTORS DETAILED IN INNVEST’S FILINGS WITH APPLICABLE SECURITIES REGULATORS, INCLUDING THE FACTORS DETAILED IN INNVEST’S ANNUAL AND INTERIM FINANCIAL STATEMENTS AND THE NOTES THERETO. INNVEST DOES NOT UNDERTAKE ANY OBLIGATION TO UPDATE OR RELEASE ANY REVISIONS TO THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER

THE DATE HEREOF OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS, EXCEPT AS REQUIRED BY LAW.

Use of “Distributable Income”

Distributable Income is a non-GAAP measure and there is no standardized measure of Distributable Income. Distributable Income is presented in this Annual Information Form because InnVest believes this non-GAAP measure is a relevant measure of its ability to earn and distribute cash returns to Unitholders. Distributable Income as computed by InnVest may differ from similar computations as reported by other similar entities and, accordingly, may not be comparable to distributable income as reported by such entities.

Distributable Income is defined as net income as set out in InnVest’s consolidated financial statements determined in accordance with GAAP, subject to certain adjustments set out in the REIT Declaration of Trust and the IOT Declaration of Trust (each as defined below), including the addition of depreciation and amortization, amortization of fair value debt adjustment and future income tax expense, excluding any gains or losses on the disposition of real property, and future income tax recovery and deducting the amount calculated for the reserve for replacement of furniture, fixtures and equipment and capital improvements, the accretion on convertible debentures that is included in the computation of net income, and any other adjustments determined by the REIT Trustees or the IOT Trustees in their discretion.

Date of Annual Information Form

This Annual Information Form is dated March 28, 2011. Except where otherwise indicated, the information contained in this Annual Information Form is stated as at December 31, 2010 and all dollars amounts are expressed in Canadian dollars.

**INNVEST REAL ESTATE INVESTMENT TRUST
AND INNVEST OPERATIONS TRUST**

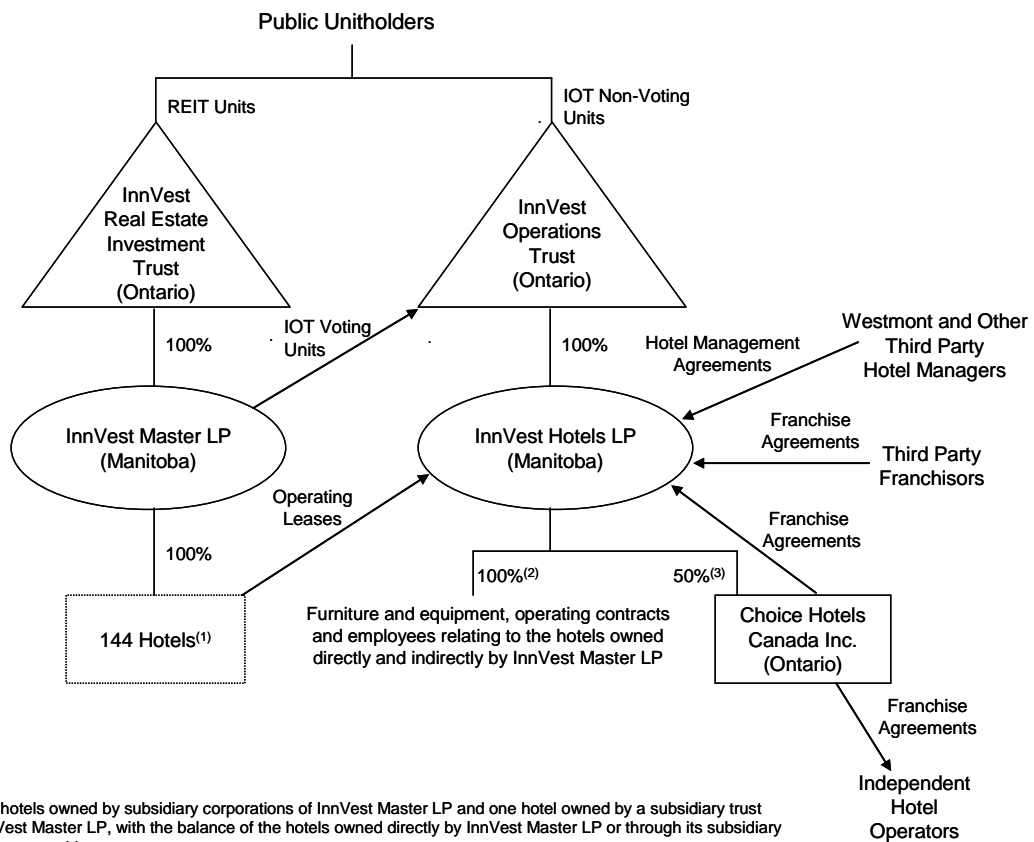
The REIT is governed by its third amended and restated declaration of trust dated as of December 31, 2010 (the “REIT Declaration of Trust”) and the laws of the Province of Ontario. IOT is governed by its amended and restated declaration of trust dated as of December 31, 2010 (the “IOT Declaration of Trust”) and the laws of the Province of Ontario. The REIT is focused on the ownership and acquisition of hotel properties. The REIT leases its hotels to IOT which indirectly holds all of the hotel operating assets, earns revenues from hotel customers and pays rent to the REIT. IOT also indirectly holds a 50% interest in Choice Canada, one of the largest franchisors of hotels in Canada, as measured by hotels under franchise.

The head office and the registered office of the REIT and IOT are located at 5090 Explorer Drive, 7th Floor, Mississauga, Ontario L4W 4T9.

The REIT and IOT are “mutual fund trusts” as defined by the Tax Act, but they are not “mutual funds” as defined by applicable securities legislation.

As at December 31, 2010, InnVest’s Portfolio consists of 144 Canadian hotel properties operated under international brands, along with a 50% indirect interest in Choice Canada. Ninety-three of the 144 hotels in the Portfolio are operated under franchise agreements with Choice Canada and 49 of the remaining 51 hotels are operated under franchise agreements with other franchisors. The REIT holds the Hotel Properties indirectly through InnVest Master LP (“IMLP”) and its subsidiaries. IMLP also holds all of the voting units of IOT (“IOT Voting Units”). The Operator, a subsidiary limited partnership of IOT, together with its subsidiaries, leases the Hotel Properties from IMLP and its subsidiaries and operates the Hotel Businesses. A subsidiary of the Operator holds a 50% interest in Choice Canada.

The following diagram illustrates the primary structural and contractual relationships among the REIT, IOT, their respective principal subsidiaries and certain third parties:



Notes:

- (1) Three hotels owned by subsidiary corporations of InnVest Master LP and one hotel owned by a subsidiary trust of InnVest Master LP, with the balance of the hotels owned directly by InnVest Master LP or through its subsidiary limited partnerships.
- (2) Assets held directly by InnVest Hotels LP or through its subsidiary limited partnerships.
- (3) Shares held through a wholly-owned corporate subsidiary of InnVest Hotels LP

GENERAL DEVELOPMENT OF THE BUSINESS

Three-Year History

The following describes major events that have influenced the general development of the business of InnVest over the last three completed fiscal years.

2008

- In February 2008, the REIT entered into \$350 million of mortgage debt on certain hotels acquired in the fall of 2007. Proceeds were used to repay the REIT's outstanding bridge facility.
- On September 15, 2008, InnVest exercised the first five-year extension term on the Master Hotel Management Agreement with the Manager, extending the expiration date of this agreement to July 25, 2017. The Independent Trustees approved the extension following a review by third party hospitality consulting firms in Canada.
- On October 9, 2008, the REIT adopted a unitholder rights plan (the "Original Rights Plan"), which was to expire on April 9, 2009 unless it was amended.
- In November 2008, the REIT adjusted its monthly distribution to \$0.0625 per unit. The adjusted distribution represented a one-third reduction from monthly distributions of \$0.09375 which had been paid since the REIT's inception. The reduction was implemented in light of the uncertain economic conditions which existed at the time and the REIT Trustees' desire to take a prudent approach to distributions in order to enhance the REIT's balance sheet and liquidity.
- On December 8, 2008, the REIT received from Royal Host Real Estate Investment Trust ("Royal Host"), a holder of more than 5.0% of the REIT Units at the time, a requisition for a special meeting of Unitholders. The stated purpose of the special meeting was to consider the removal of the four Independent Trustees and their replacement by four individuals nominated by Royal Host. On December 29, 2008, the REIT called an annual and special meeting of Unitholders to be held on April 14, 2009.

2009

- On April 13, 2009, one day before the scheduled annual and special meeting, Royal Host withdrew its requisition nominating four candidates for election to the Board. As of the proxy deadline, the REIT had received overwhelming support in favour of the management nominees of the Board.
- On April 14, 2009, Unitholders approved the adoption of a second amended and restated unitholder rights plan, which was to expire on April 14, 2012 unless it was further amended.
- In September 2009, the REIT announced the refinancing of a \$177.0 million mortgage for a three year term at an interest rate of 7.5%. The mortgage was

originally scheduled to mature in July 2010. The refinancing closed in the fourth quarter.

- On September 21, 2009, the REIT announced an agreement to issue to the public, on a bought-deal basis, 12,658,500 REIT Units from treasury at a price of \$3.95 per REIT Unit for gross proceeds of approximately \$50 million. The net proceeds of the offering were used to enhance the REIT's financial strength and flexibility and for general trust purposes. This offering closed on October 14, 2009. An affiliate of Westmont Hospitality Group acquired 5.0% of the REIT Units offered.
- Concurrently with the announcement of the equity offering, on September 21, 2009, the REIT announced a reduction in monthly distributions to \$0.0417 per Unit. The adjusted distribution represented a one-third reduction in distributions. The REIT Trustees unanimously approved the reduction of distributions after careful consideration of the ongoing economic downturn and its impact on operating performance as well as the Board's desire to strengthen the REIT's balance sheet and liquidity.
- On December 10, 2009, the REIT announced an agreement to issue to the public, on a bought-deal basis, \$50 million aggregate principal amount of 6.75% convertible unsecured subordinated debentures, Series D, due March 31, 2016. The net proceeds from the offering of Debentures were used to repay indebtedness and for general trust purposes. The offering closed on December 30, 2009.

2010

- IOT was formed pursuant to a declaration of trust on May 5, 2010.
- On July 22, 2010, the REIT announced an agreement to issue to the public, on a bought-deal basis, \$75 million aggregate principal amount of 6.00% convertible unsecured subordinated debentures, Series E, due September 30, 2017. The proceeds from the offering were used to redeem the \$45.7 million outstanding 6.25% convertible unsecured subordinated debentures, Series A, due April 15, 2011, as well as to partially fund the refinancing of a mortgage maturity. The offering closed on August 13, 2010.
- On August 24, 2010, the REIT announced that it successfully completed the early one-year extension of a mortgage originally scheduled to mature in February 2011. As part of the early refinancing, InnVest repaid \$95.0 million of mortgage principal plus yield maintenance and other fees, funded by cash on hand. The remaining mortgage balance of \$174.2 million, secured by seven full service hotels, is due February 28, 2012 and includes one additional one-year extension, at the REIT's option, subject to certain minimum thresholds at the time of maturity. This early renewal enabled the REIT to secure its one-year extension interest rate beginning February 28, 2011 at 3.51%, compared to the previous rate of 5.4%.

- On December 31, 2010, the REIT completed a reorganization (the “Reorganization”), which was approved by Unitholders at the annual and special meeting held on June 16, 2010, in order to qualify as a “real estate investment trust” (a “Qualifying REIT”) under Canadian income tax rules applicable to specified investment flow-through entities (the “SIFT Legislation”). Under the Reorganization, the REIT transferred all of its directly and indirectly held operating assets to IOT and distributed the IOT Non-Voting Units to Unitholders on a one-for-one basis for and in addition to each REIT Unit held on December 31, 2010. The REIT Units and IOT Non-Voting Units were separately listed on the TSX on the date of distribution. The Stapled Units, each consisting of one REIT Unit and one IOT Non-Voting Unit, were listed on the TSX and posted for trading in substitution for the REIT Units on January 4, 2011.
- On December 31, 2010, InnVest amended and restated certain instruments and agreements in connection with, or to accommodate, the Reorganization. In particular:
 - the REIT Declaration of Trust and the IOT Declaration of Trust were amended and restated to, among other things, provide for the “stapling” of the REIT Units and the IOT Non-Voting Units following the Reorganization by requiring that they must be issued, traded and redeemed in equal numbers prior to an Event of Uncoupling (as defined in “Stapled Unit Structure – Event of Uncoupling”), subject to certain excepted transactions that are followed immediately by an adjustment to restore the equal number of outstanding REIT Units and IOT Non-Voting Units. For more information, see “Description of Units and Declarations of Trust”, below;
 - the REIT adopted a third amended and restated unitholder rights plan (the “Amended and Restated Rights Plan”), which will be in effect until June 16, 2013 unless earlier terminated in accordance with its terms. The REIT adopted the Amended and Restated Rights Plan to accommodate the Stapled Unit structure and not in response to any specific take-over proposal (and the REIT is not aware of any such proposal). Prior to an Event of Uncoupling, Unitholders will be required to subscribe for both REIT Units and IOT Non-Voting Units on the exercise of their rights in order to maintain the integrity of the Stapled Unit structure. For more information, see “Description of Units and Declarations of Trust – Unitholder Rights Plan”; and
 - the REIT, IOT and Computershare entered into a sixth supplemental indenture to the 2002 Indenture, providing that (a) the REIT’s convertible debentures will be convertible into Stapled Units (or, following an Event of Uncoupling, an equal number of REIT Units and IOT Non-Voting Units) rather than REIT Units only, and (b) IOT will be jointly and severally liable with the REIT for all obligations under the 2002

Indenture. For more information, see “Description of Convertible Debentures – Pre-Reorganization Debentures”.

2011

- On February 22, 2011, the REIT and IOT announced an agreement to issue to the public, on a bought deal basis, \$50 million aggregate principal amount of 5.75% stapled convertible unsecured subordinated debentures, Series F, due March 30, 2018 (the “5.75% Series F Stapled Debentures”) and 3,600,000 Stapled Units at a price of \$7.00 per Stapled Unit for gross proceeds of \$25.2 million. Each \$1,000 principal amount of 5.75% Series F Stapled Debentures consists of \$850 principal amount of convertible unsecured subordinated debentures, Series F, of the REIT (“Series F REIT Debentures”) and \$150 principal amount of convertible unsecured subordinated debentures, Series F, of IOT (“Series F IOT Debentures”). Each of the REIT and IOT have fully guaranteed the payment obligations of the other under the debentures. At the option of the REIT and IOT, InnVest Master LP (and/or the principal subsidiary of the REIT) or InnVest Hotels LP (and/or the principal subsidiary of IOT), respectively, may assume the obligations under such guarantees on not less than 30 days notice to debentureholders. The net proceeds from the offering will be used to fund capital improvements, to fund potential future acquisitions and for general trust purposes. The offering closed on March 15, 2011. For more information, see “Description of Convertible Debentures – Stapled Debentures”.

DESCRIPTION OF THE BUSINESS

Canadian Hotel Market Overview

The Canadian lodging industry consists of both private and public entities, which operate in an extremely diversified market under a variety of brand names. The lodging industry has several key participants:

- Owners – these participants (which include InnVest) own hotel properties and enter into agreements with third party managers (such as Westmont, Hilton, Fairmont or Delta) to manage the hotels. The branding of the hotels may be under the manager’s own brand or under a franchise agreement. Alternatively, the properties may be operated as an independent hotel (unaffiliated with any brand).
- Owners/Managers – these participants own hotels and operate their properties with their own management team. The branding of the hotels may be under the owner/manager’s own brand or under a franchise agreement. Alternatively, the properties may be operated as an independent hotel (unaffiliated with any brand).

- Managers – these participants (which include Westmont, Hilton, Fairmont and Delta) operate hotels on behalf of owners under their own brands or under a franchise agreement.
- Franchisors – these participants (which include, among others, Choice Canada and its Comfort Inn and Quality brands) own a brand and strive to grow their revenues by expanding the number of hotels in their franchise system. Franchisors provide their branded hotels with brand recognition, marketing support and centralized reservation systems.

There are about 8,500 hotel properties totalling over 450,000 guest rooms generating annual revenues of approximately \$18 billion in the Canadian hotel industry. The Canadian hotel industry includes various levels of service offerings and price points. The properties range from small, independently owned and operated hotels and motels to large, full service branded hotels. Limited service hotel properties, which are properties that generally provide only limited food and beverage or other ancillary services, generate substantially all revenues from guest room rentals and tend to target more price sensitive segments of the market. A typical limited service property features a low-rise building that does not offer recreation facilities, large meeting spaces or extensive food and beverage facilities. These hotels are typically located in close proximity to major thoroughfares and to restaurants or other service providers. Other market sectors include various types of full-service hotels which can be categorized as: mid-scale hotels, which generally target the traveller seeking some ancillary services such as a restaurant, recreation facilities or meeting space; and upscale hotels, which target the traveller seeking a higher-end hotel with a full range of services available and include luxury hotels, which target the traveller demanding an upscale hotel or resort. Within these varied levels of service, hotel ownership is significantly fragmented, with the majority of Canadian hotels, resorts and motels being family owned and operated.

InnVest's Assets

Hotel Portfolio

InnVest owns one of Canada's largest hotel portfolios, as measured both by number of hotels and by number of guest rooms. The Portfolio ranges from limited service to full service hotels and operates under 14 internationally recognized brands. The Portfolio of 144 hotel properties and 18,886 guest rooms is geographically diversified across all provinces and most major urban areas. The portfolio is further diversified by brand and customer thereby broadening InnVest's market reach and mitigating risk. For the year ended December 31, 2010, approximately 78% (2009 – 77%) of InnVest's hotel revenues were generated from room revenues. The balance of InnVest's hotel revenues were derived from ancillary services including food and beverage, parking and rental income.

Many of the hotel properties in the Portfolio are clustered in urban areas, thereby providing economies of scale and market intelligence not otherwise available to single asset owners in specific urban areas. The hotels are strategically located near major thoroughfares in urban and suburban areas, typically near demand generators such as office centres, government and manufacturing facilities, universities, airports and tourist attractions. The hotels have a

diverse customer base, including business and leisure travellers, groups, organizations and corporate clients.

InnVest’s hotels are managed by four hotel management companies. Refer to “Management Structure – Master Hotel Management Agreement” and “Management Structure – Other Management Agreements”. A listing of each of the hotels in the Portfolio can be found in InnVest’s 2010 Annual Report which is available on SEDAR at www.sedar.com.

The following table highlights the Portfolio’s brand diversity as at March 28, 2011. Each brand brings name recognition, central reservation systems, marketing and customer loyalty programs and quality standards. Choice Canada brands, including Comfort Inn®, Quality Hotel®, Quality Suites®, and Quality Inn®, make up approximately 44% of the Portfolio’s guest rooms.

BRAND	No. of Hotels	No. of Guest Rooms	% of Guest Rooms
Comfort Inn	82	6,559	34.7%
Delta Hotels	11	3,327	17.6%
Holiday Inn/Holiday Inn Express	16	2,706	14.3%
Quality Hotel/Suites	12	1,861	9.8%
Travelodge	8	1,448	7.7%
Hilton Hotel	2	768	4.1%
Fairmont Hotels & Resorts	2	604	3.2%
Radisson Hotel/Suites	3	532	2.9%
Staybridge Suites	3	342	1.8%
Sheraton Suites	1	323	1.7%
Best Western	1	130	0.7%
Hilton Garden Inn	1	120	0.7%
Hilton Homewood Suites	1	83	0.4%
Independent	1	83	0.4%
	144	18,886	100.0%

The following provides a brief description of each brand represented in the Portfolio:

- **Comfort Inn:** Comfort Inn is one of Canada’s leading mid-scale limited service hotel brand as measured by number of locations, with over 150 locations (open or under development) in Canada and more than 2,000 locations worldwide. InnVest is the largest owner of Comfort Inn hotels in Canada, with approximately 55% of the brand’s Canadian hotels.
- **Delta:** Canada’s leading first-class hotel management company, Delta manages and/or franchises almost 50 city centre, airport and resort properties in Canada.
- **Holiday Inn/ Holiday Inn Express:** Holiday Inn Hotels & Resorts is part of the InterContinental Hotels Group family of brands. With over 2,100 locations around the globe and almost 490 new additions in the pipeline, Holiday Inn Express is the modern hotel for value-oriented travelers.

- **Quality Hotel/Suites:** Focused on the limited-service sector, Quality brands include over 80 hotels in Canada (open and under development) and more than 1,300 locations worldwide.
- **Travelodge:** Travelodge is one of Canada's largest hotel chains with nearly 100 locations across Canada. Travelodge is a mid-market brand catering to the corporate, leisure and senior traveler.
- **Hilton/ Hilton Garden Inn/ Homewood Suites:** Hilton Hotels, operates, manages and franchises hotels and resorts worldwide. Hilton welcomes guests in more countries than any other full-service hotel brand, with more than 530 hotels and resorts in 76 countries across six continents. The Hilton Garden Inn brand, focused on the mid-scale service category, has over 260 hotels open across North America. With more than 260 locations, Homewood Suites by Hilton® is an upscale all-suite brand of residential-style hotels targeting travelers who are on the road for a few nights or longer.
- **Fairmont:** A leader in the global hospitality industry, the Fairmont Hotels & Resorts are an extraordinary collection of luxury hotels. Fairmont's portfolio includes over 55 distinctive hotels, with plans to develop new properties in the coming years.
- **Radisson:** Radisson Hotels & Resorts, one of the world's leading full-service hotel companies, operates, manages and franchises more than 425 hotels globally.
- **Staybridge Suites:** With 185 locations and over 100 under development, Staybridge Suites offers extended stay accommodations with kitchen facilities.
- **Sheraton:** Sheraton is part of Starwood Hotels & Resorts Worldwide and offers more than 450 full-service hotel choices in the most sought after destinations around the world.
- **Best Western:** Best Western International is the world's largest hotel chain with approximately 4,000 hotels in 80 countries. The chain is a recognized hotel leader in the mid-price range.
- **Independent:** The Portfolio includes one independent hotel, Les Suites, located in Ottawa, Ontario.

Choice Canada Franchising Business

Upon completion of the REIT's initial public offering on July 26, 2002, in addition to the Portfolio, the REIT acquired a 50% indirect interest in Choice Canada. The remaining 50% of Choice Canada is indirectly owned by Choice International, one of the largest hotel franchise companies in the world, with over 6,000 hotels and resorts in 35 countries under the Comfort Inn®, Comfort Suites®, Quality Inn®, Quality Hotel®, Quality Suites®, Clarion®, Sleep Inn®, Rodeway Inn®, Econo Lodge® and MainStay Suites® brand names. In addition to strong international brand recognition, Choice International has a centralized reservation system, sales and marketing programs and proprietary property management systems. Choice Canada branded hotels are inspected regularly to ensure quality and consistency of service. For 2010, the joint venture in Choice Canada contributed approximately \$3.5 million (2009 - \$3.4 million) in hotel

operating income to the REIT. As part of the Reorganization, the REIT's indirect interest in Choice Canada was transferred to the Operator, which in turn became a subsidiary of IOT.

Choice Canada, the Canadian master franchisor of the Choice brands, enjoys a prominent position in the Canadian hospitality market. With over 290 hotel properties, Choice Canada is one of the largest franchisors of hotels in Canada. The Comfort and Quality brands are well known in the mid-scale sector.

Upon the execution of an affiliation agreement between a predecessor of the REIT and Choice International in June 1993, the REIT (through its subsidiary) retained all rights to the royalty fees collected from its then existing managed portfolio of Choice branded properties, subject only to the REIT (through its subsidiary) contributing a preferred annual royalty amount to Choice Canada. The royalty arrangement continues until June 21, 2092, provided that affiliation agreement remains in place. Any new properties owned or operated by InnVest which are added or re-branded under the Choice franchise system will be subject to the then current Choice Canada franchise fees. As a result of the Reorganization, the royalty fees and contributions are now receivable and payable, respectively, by a subsidiary of the Operator rather than a subsidiary of the REIT.

With an increasing number of hotels being franchised under Choice flags, management of InnVest believes that the income stream from InnVest's 50% indirect interest in Choice Canada is a stable source of cash flow. During 2010, 19 additional hotels (2009 – 14 hotels) were branded under Choice flags in Canada. Additionally, through its ownership interest in Choice Canada, a subsidiary of the Operator participates in the approval of any new Choice branded hotels in Canada and in the removal of any defaulting franchisees.

Employees

Approximately 8,000 full-time and part-time employees were employed by the Operator or subsidiaries of the Operator on December 31, 2010.

Approximately 43% of the employees in the Portfolio are unionized . See “Risk Factors – Potential Labour Disruptions” for more information.

Competition

The lodging industry is highly competitive. InnVest's hotels compete against limited and full-service hotels in their local markets. Competitive factors in the lodging industry include room rates, quality of accommodations, name recognition, service levels and convenience of location. Demographic, geographic or other changes in the markets in which hotels owned and operated by InnVest are located may affect the operations of these hotels. InnVest's hotels are managed by experienced hotel management companies with extensive Canadian and international industry experience.

InnVest reserves between 3% and 5% of total revenues at each hotel for maintenance capital expenditures, in order to maintain the quality of its hotels so that they continue to attract customers.

The Westmont Restricted Parties have entered into a non-competition agreement with the REIT to restrict certain of their acquisition activities in the limited service sector of the Canadian hotel market. This agreement prohibits the direct or indirect acquisition by the Westmont Restricted Parties of certain Canadian limited service hotel assets unless the opportunity to acquire such assets has first been offered to the REIT in accordance with the agreements.

Environmental Compliance

An independent environmental consulting firm conducted Phase I and, where appropriate, Phase II environmental site assessments on the hotels in the Portfolio prior to their acquisition by the REIT. The Phase I environmental site assessments were conducted to identify actual or potential site contamination and non-compliance with environmental laws and regulations based on a review of available historical and current records, interviews with available site personnel and a visual inspection of each property. The completed Phase II environmental site assessments involved intrusive investigations, such as soil or water sampling and analysis. These assessments included, in some instances, asbestos sampling and preliminary site specific risk assessments. These assessments did not identify any substantial non-compliance with material environmental laws or regulations, and management of InnVest believes that the current estimated cost of remediation or capital expenditures with respect to actual or potential environmental conditions would not have a material adverse effect on InnVest's results of operations, business prospects and financial condition.

Seasonality

The Canadian hotel industry is seasonal in nature. Due to the seasonal nature of operations, financial results vary throughout the year. Revenues are typically higher in the second and third quarters as compared to the first and fourth quarters due to leisure travel trends. The seasonal revenue patterns are in contrast to fixed costs such as property taxes, insurance, interest, depreciation and amortization, and corporate and administrative expenses, which are not significantly impacted by seasonal or short-term variations.

STAPLED UNIT STRUCTURE

On December 31, 2010, the REIT completed the Reorganization, in the course of which each Unitholder received, for and in addition to each REIT Unit held, one IOT Non-Voting Unit. Each issued and outstanding REIT Unit now trades together with an IOT Non-Voting Unit as a Stapled Unit on the TSX under the symbol "INN.UN". Apart from attributes necessary to achieve such "stapling", each REIT Unit and IOT Non-Voting Unit retains its own separate identity and is separately listed (but not posted for trading) on the TSX, unless there is an Event of Uncoupling, in which case the IOT Non-Voting Units will cease to be listed on the TSX. Pursuant to the IOT Declaration of Trust, IOT is required to use all reasonable efforts to re-list the IOT Non-Voting Units in such event.

The REIT Declaration of Trust and the IOT Declaration of Trust were each amended and restated on December 31, 2010 to, among other things, achieve the "stapling" of the REIT Units

and the IOT Non-Voting Units until such time as an Event of Uncoupling occurs. See “Description of Units and Declarations of Trust” for more information.

Event of Uncoupling

An “Event of Uncoupling” means an event that causes the REIT Units and the IOT Non-Voting Units to no longer trade together as Stapled Units, which will occur only: (a) in the event that Unitholders vote in favour of the uncoupling of REIT Units and IOT Non-Voting Units such that the two securities will trade separately; or (b) at the sole discretion of the REIT Trustees or the IOT Trustees, but only in the event of the bankruptcy, insolvency, winding-up or reorganization (under an applicable law relating to insolvency) of the REIT, IOT and/or their respective subsidiaries, or the taking of corporate action by the REIT, IOT and/or their respective subsidiaries in furtherance of any such action or the admitting in writing by the REIT, IOT and/or their respective subsidiaries of its inability to pay its debts generally as they become due.

Co-ordination Agreement

Pursuant to the provisions of the REIT Declaration of Trust and the IOT Declaration of Trust, each REIT Unit must be “stapled” to an IOT Non-Voting Unit and *vice versa* at all times prior to an Event of Uncoupling. To facilitate the proper functioning of the Stapled Unit structure, the REIT and IOT entered into an agreement on December 31, 2010 (the “Co-ordination Agreement”), which provides for, among other things:

- (a) co-ordination of the declaration and payment of all distributions so as to provide for simultaneous record dates and payment dates;
- (b) co-ordination to permit the REIT and IOT to perform their respective obligations or exercise their respective rights pursuant to, among other things, the REIT Declaration of Trust, the IOT Declaration of Trust, the Amended and Restated Rights Plan, securities issued by the REIT or IOT (including the REIT’s convertible debentures issued under the 2002 Indenture and the 5.75% Series F Stapled Debentures), the DRIP (as defined below), the REIT’s executive incentive plan and the employment agreements of the executive officers of the REIT and IOT;
- (c) co-ordination to issue IOT Non-Voting Units simultaneously, or as close to simultaneously as possible, with the issue of REIT Units (and *vice versa*) and to otherwise ensure at all times that each Unitholder holds an equal number of REIT Units and IOT Non-Voting Units, including participating in and co-operating with any public or private distribution of Stapled Units by, among other things, signing prospectuses or other offering documents;
- (d) allocation of the subscription price for Stapled Units received in connection with the DRIP; and

- (e) allocation of payment responsibility, as between the REIT and IOT, in respect of their joint and several obligations under the 2002 Indenture and the REIT's convertible debentures issued thereunder.

The obligations of the REIT and IOT under the Co-ordination Agreement with respect to the 2002 Indenture and the REIT's convertible debentures issued thereunder will continue following an Event of Uncoupling.

DESCRIPTION OF UNITS AND DECLARATIONS OF TRUST

REIT Units

An unlimited number of REIT Units may be issued pursuant to the REIT Declaration of Trust. Each REIT Unit represents an equal undivided beneficial interest in any distributions from the REIT, whether of net income, net realized capital gains or other amounts, and in the net assets of the REIT in the event of the termination or winding-up of the REIT. All REIT Units are of the same class with equal rights and privileges. Each whole REIT Unit entitles the holder thereof to one vote at all meetings of Unitholders. The Manager and Westmont Hospitality Group Inc., which owns in the aggregate more than 5% of the outstanding REIT Units, are currently each entitled to appoint one REIT Trustee. See "Management Structure – Trustees and Officers".

IOT Units

Pursuant to the IOT Declaration of Trust, IOT is entitled to issue an unlimited number of units in two classes with distinct rights and privileges: IOT Voting Units and IOT Non-Voting Units.

Each IOT Voting Unit entitles the holder thereof to one vote at all meetings of IOT unitholders. Prior to an Event of Uncoupling or any event that results in any of the then-outstanding IOT Voting Units ceasing to be held by the REIT or an affiliate thereof (each, a "Triggering Event"), IOT Non-Voting Units will not entitle the holders thereof to vote at, or receive notice, information circulars or other materials in respect of, meetings of IOT unitholders, except in the following circumstances where the holders of IOT Non-Voting Units are entitled to vote separately as a class:

- (a) a proposal to terminate IOT; or
- (b) a proposal to amend the IOT Declaration of Trust to:
 - (i) effect an exchange, reclassification or cancellation of the IOT Non-Voting Units;
 - (ii) add to, remove or change prejudicially the rights, privileges, restrictions or conditions attached to the IOT Non-Voting Units, including ownership, voting, transfer, redemption or pre-emptive rights and rights to accrued distributions;

- (iii) add to the rights or privileges of any class of units having rights or privileges equal or superior to the IOT Non-Voting Units;
- (iv) create a new class of units having rights or privileges equal or superior to the IOT Non-Voting Units;
- (v) make a class of units having rights or privileges inferior to the IOT Non-Voting Units equal or superior to the IOT Non-Voting Units; or
- (vi) effect an exchange or create a right of exchange of another class of units into IOT Non-Voting Units;

provided, however, that any such proposal will be deemed to be approved by the holders of IOT Non-Voting Units, and the holders of IOT Non-Voting Units will not be entitled to vote on such proposal at a meeting of IOT unitholders, if a corresponding proposal in respect of the REIT Declaration of Trust is approved by the holders of REIT Units in accordance with the terms of the REIT Declaration of Trust. Special meetings may not be requisitioned by holders of IOT Non-Voting Units prior to a Triggering Event.

Following a Triggering Event, each IOT Non-Voting Unit will entitle the holder thereof to one vote at all meetings of IOT unitholders and such holder will be entitled to receive notice, information circulars and other materials in respect of, and to attend, any such meeting. In addition, upon the occurrence of an Event of Uncoupling, the IOT Voting Units and the IOT Non-Voting Units will be redesignated as one class of units with equal rights and privileges, including the right to one vote per unit at all meetings of IOT unitholders. Following an Event of Uncoupling, all references in the IOT Declaration of Trust to IOT Voting Units or IOT Non-Voting Units will be deemed to refer to a single class of units and all references to holders of IOT Voting Units or IOT Non-Voting Units will be deemed to refer to holders of such single class of units.

Following a Triggering Event, Westmont Hospitality Group, Inc. (to the extent it owns, directly or indirectly, more than 5% of the aggregate number of outstanding IOT Voting Units and IOT Non-Voting Units) and the Manager (to the extent the Master Hotel Management Agreement remains in effect and its appointment will not result in a failure of a majority of the IOT Trustees to be independent) will each be entitled to appoint one IOT Trustee. All other IOT Trustees will be elected by a plurality of votes of holders of IOT Voting Units and IOT Non-Voting Units.

The IOT Voting Units and the IOT Non-Voting Units are entitled to share equally in any distributions made by IOT and, in the event of termination or winding up of IOT, in the net assets of IOT remaining after the satisfaction of all liabilities. No IOT Voting Unit or IOT Non-Voting Unit is entitled to any preference or priority over any other unit of IOT.

Book-Based System

The REIT Units and IOT Non-Voting Units are represented in the form of fully registered global Stapled Unit certificates held by, or on behalf of, CDS Clearing and Depository Services Inc. (“CDS”) as custodian of the global certificates (for its participants) and registered in the name of CDS or its nominee.

Pursuant to the REIT Declaration of Trust, except as described below, no purchaser of a REIT Unit is entitled to a certificate or other instrument from InnVest or CDS evidencing the purchaser’s ownership of the REIT Unit. Instead, REIT Units are represented only in book-entry form. Beneficial interests in REIT Units represented by the global certificates, constituting ownership of the REIT Units, are represented through book-entry accounts of institutions acting on behalf of beneficial owners, as direct and indirect participants of CDS. CDS is responsible for establishing and maintaining book-entry accounts for its participants having interests in REIT Units represented by the global certificates.

If CDS notifies the REIT that it is unwilling or unable to continue as custodian of the global certificates, or if at any time it ceases to be a clearing agency or otherwise ceases to be eligible to be the custodian of the global certificates and the REIT is unable to locate a qualified successor, or if the REIT elects to terminate the book-entry system, beneficial owners of REIT Units represented by the global certificates will receive definitive unit certificates.

The IOT Declaration of Trust includes substantially similar provisions regarding book-entry procedures for IOT Non-Voting Units. IOT Voting Units do not participate in the CDS book-based system and are issued to holders in fully registered form.

Issuance of Units

The REIT Declaration of Trust provides that, subject to certain restrictions (including those described under “– Stapling Provisions” and “– Limitation on Non-Resident Ownership”), REIT Units or rights to acquire REIT Units may be issued at times, to the persons, for the consideration and on the terms and conditions that the REIT Trustees determine. Unitholders do not have any pre-emptive rights whereby additional REIT Units proposed to be issued are first offered to existing Unitholders. New REIT Units may be issued for cash through public offerings, through rights offerings to existing Unitholders (i.e., in which Unitholders receive rights to subscribe for new REIT Units in proportion to their existing holdings of REIT Units, which rights may be exercised or sold to other investors), through private placements (i.e., offerings to specific investors which are not made generally available to the public or existing Unitholders), or through the DRIP (described below under “– Distribution Reinvestment Plan”). In certain instances, the REIT may also issue new REIT Units as consideration for the acquisition of new properties or assets. The price or the value of the consideration for which REIT Units may be issued will be determined by the REIT Trustees. Issued and outstanding REIT Units may be subdivided or consolidated from time to time by the REIT Trustees without Unitholder approval. No certificates for fractional REIT Units will be issued and fractional REIT Units will not entitle the holders thereof to vote.

The IOT Declaration of Trust includes substantially similar terms pertaining to the issuance of IOT Voting Units and IOT Non-Voting Units, except that the restrictions described under “– Stapling Provisions” do not apply to the issuance of IOT Voting Units.

Stapling Provisions

The REIT Declaration of Trust contains a number of provisions to achieve the “stapling” of the REIT Units and the IOT Non-Voting Units. In particular, prior to an Event of Uncoupling: (a) each REIT Unit may be transferred only together with an IOT Non-Voting Unit; (b) no REIT Unit may be issued by the REIT to any person unless (i) an IOT Non-Voting Unit is simultaneously issued by IOT to such person, or (ii) the REIT has arranged, subject to applicable regulatory approval, for the REIT Units to be consolidated immediately after such issuance, such that each Unitholder will hold an equal number of REIT Units and IOT Non-Voting Units immediately following such consolidation; (c) a Unitholder may require the REIT to redeem any particular number of REIT Units only if it also requires, at the same time, and in accordance with the provisions of the IOT Declaration of Trust, IOT to redeem that same number of IOT Non-Voting Units; and (d) the REIT may not purchase any REIT Units for cancellation unless IOT purchases a corresponding number of IOT Non-Voting Units for cancellation. If IOT subdivides, combines, consolidates, reclassifies or makes other changes to the IOT Non-Voting Units prior to an Event of Uncoupling, the REIT will be required, subject to applicable regulatory approval, to make a corresponding change to the REIT Units (other than in respect of changes that do not result in a Unitholder holding an unequal number of REIT Units and IOT Non-Voting Units or a change that is followed immediately by a consolidation after which each Unitholder holds an equal number of REIT Units and IOT Non-Voting Units).

The IOT Declaration of Trust includes corresponding restrictions on the issuance, transfer, redemption and purchase of, and changes to, the IOT Non-Voting Units.

Limitation on Non-Resident Ownership

At no time may more than 49% of the REIT Units (on either a basic or fully-diluted basis) be held for the benefit of non-residents of Canada (within the meaning of the Tax Act). The REIT Trustees may require declarations as to the jurisdictions in which beneficial owners of REIT Units are resident or declarations as to whether such REIT Units are held for the benefit of non-residents.

Pursuant to the REIT Declaration of Trust, if the REIT Trustees become aware that more than 49% of the REIT Units (on either a basic or fully-diluted basis) then outstanding are held, or may be held, for the benefit of non-residents or that such a situation is imminent, the REIT Trustees may make a public announcement thereof and shall not accept a subscription for REIT Units from or issue or register a transfer of REIT Units to a person unless the person provides a declaration that the person is not a non-resident. If, notwithstanding the foregoing, the REIT Trustees determine that more than 49% of the REIT Units (on either a basic or fully-diluted basis) are held for the benefit of non-residents, the REIT Trustees may send a notice to non-resident holders of REIT Units, chosen in inverse order to the order of acquisition or registration or in such manner as the REIT Trustees may consider equitable and practicable, requiring them

to sell their REIT Units (or Stapled Units) or a portion thereof within a specified period of not more than 60 days. If the Unitholders receiving such notice have not sold the specified number of REIT Units (or Stapled Units) or provided the REIT Trustees with satisfactory evidence that they are not non-residents and do not hold their REIT Units for the benefit of non-residents within such period, the REIT Trustees may sell such REIT Units (or Stapled Units) on behalf of such Unitholders and, in the interim, the voting and distribution rights attaching to such REIT Units shall be suspended. Upon such sale, the affected holders shall cease to be holders of REIT Units and their rights shall be limited to receiving the net proceeds of sale.

The IOT Declaration of Trust includes substantially similar restrictions regarding non-resident ownership of IOT Voting Units and IOT Non-Voting Units.

Purchases of Units

Pursuant to the REIT Declaration of Trust, the REIT may from time to time purchase REIT Units in accordance with applicable securities legislation and the rules prescribed under applicable stock exchange or regulatory policies; provided that prior to an Event of Uncoupling, the REIT shall not purchase for cancellation any outstanding REIT Units unless IOT purchases for cancellation an equal number of IOT Non-Voting Units. The IOT Declaration of Trust contains corresponding provisions.

Any such purchases will constitute an “issuer bid” under Canadian provincial securities legislation and must be conducted in accordance with the applicable requirements thereof. In November 2009, the REIT renewed its normal course issuer bid to repurchase through the facilities of the TSX up to 8,032,364 REIT Units, representing approximately 10% of the REIT’s public float. The REIT purchased 13,268 REIT Units under this renewed normal course issuer bid, all of which were transferred to the REIT Trustees in satisfaction of a portion of their annual retainer. The normal course issuer bid expired on November 15, 2010 and was not renewed.

Redemption Rights

Pursuant to the REIT Declaration of Trust, REIT Units are redeemable at any time on demand by the holders thereof; provided that, prior to an Event of Uncoupling, a Unitholder who tenders a particular number of REIT Units to the REIT for redemption will be required to tender, at the same time, the same number of IOT Non-Voting Units to IOT for redemption. A Unitholder not otherwise holding a fully registered certificate for REIT Units who wishes to exercise the redemption right is required to obtain a redemption notice form from his or her investment dealer who will be required to deliver the completed redemption notice form to the REIT through CDS. Upon receipt of the redemption notice by the REIT, all rights to and under the REIT Units tendered for redemption shall be surrendered and the holder thereof shall be entitled to receive a price per REIT Unit (the “Redemption Price”) equal to:

- (a) prior to an Event of Uncoupling, the amount by which the lesser of:
 - (i) 95% of the “market price” (calculated in accordance with the provisions of the REIT Declaration of Trust) of a Stapled Unit on the principal market

on which the Stapled Units are quoted for trading during the 10-trading day period commencing immediately after the date on which the REIT Units were tendered to the REIT for redemption (the “Redemption Date”); and

- (ii) the “closing market price” (calculated in accordance with the provisions of the REIT Declaration of Trust) of a Stapled Unit on the principal market on which the Stapled Units are quoted for trading, on the Redemption Date;

exceeds the fair market value of an IOT Non-Voting Unit on the Redemption Date, as jointly determined by the REIT Trustees and IOT Trustees in their sole discretion; or

- (b) following an Event of Uncoupling, the lesser of:
 - (i) 95% of the “market price” of a REIT Unit on the principal market on which the REIT Units are quoted for trading during the 10-trading day period commencing immediately after the Redemption Date; and
 - (ii) the “closing market price” of a REIT Unit on the principal market on which the REIT Units are quoted for trading, on the Redemption Date.

The aggregate Redemption Price payable by the REIT in respect of any REIT Units surrendered for redemption during any calendar month shall be satisfied by way of a cash payment on the last day of the month following the month in which the REIT Units were tendered for redemption, provided that the entitlement of Unitholders to receive cash upon the redemption of their REIT Units is subject to the limitations that: (i) the total amount payable by the REIT in respect of such REIT Units and all other REIT Units tendered for redemption in the same calendar month shall not exceed \$50,000 (provided that such limitation may be waived at the discretion of the REIT Trustees, which discretion may not be exercised prior to an Event of Uncoupling unless the IOT Trustees waive the corresponding limitation in the IOT Declaration of Trust); (ii) at the time such REIT Units are tendered for redemption, the outstanding REIT Units or Stapled Units are listed for trading on a stock exchange or traded or quoted on another market which the REIT Trustees consider, in their sole discretion, provides representative fair market value prices for the REIT Units or Stapled Units, as the case may be; and (iii) the normal trading of REIT Units or Stapled Units is not suspended or halted on any stock exchange on which the REIT Units or Stapled Units, as the case may be, are listed (or, if not listed on a stock exchange on any market on which the REIT Units or Stapled Units are quoted for trading) on the redemption date or for more than five trading days during the 10 trading day period commencing immediately after the redemption date.

If a Unitholder is not entitled to receive cash upon the redemption of REIT Units as a result of the foregoing limitations, then the REIT Units tendered for redemption shall, subject to obtaining all applicable regulatory approvals, be redeemed by way of a distribution *in specie* of notes issued by a subsidiary of the REIT having a fair market value, as determined by the REIT Trustees, equal to the aggregate Redemption Price of such REIT Units. Where the REIT delivers

notes on the redemption of REIT Units, the REIT may allocate to the holder thereof any capital gain or income realized by the REIT on or in connection with such delivery.

The IOT Declaration of Trust contains substantially similar provisions for the redemption of IOT Non-Voting Units, except that, prior to an Event of Uncoupling, the redemption price payable per IOT Non-Voting Unit will be the fair market value of an IOT Non-Voting Unit on the Redemption Date, as jointly determined by the REIT Trustees and IOT Trustees in their sole discretion, and the monthly limit for redemptions of IOT Non-Voting Units will be exceeded whenever the monthly limit for redemptions of REIT Units is exceeded in accordance with the REIT Declaration of Trust.

Prior to an Event of Uncoupling, the redemption price for an IOT Voting Unit will be equal to the fair market value of an IOT Non-Voting Unit, as jointly determined by the REIT Trustees and IOT Trustees in their sole discretion, on the date the IOT Voting Unit is tendered for redemption. There are no restrictions on the redemption of IOT Voting Units. Following the redesignation of the IOT Voting Units and IOT Non-Voting Units as a single class of units upon an Event of Uncoupling, the redemption procedures applicable to IOT Non-Voting Units will apply to units of the new single class.

It is anticipated that the redemption rights described above will not be the primary mechanism for Unitholders to dispose of their REIT Units or IOT Non-Voting Units.

Distribution Reinvestment Plan

The REIT and IOT amended and restated the REIT's distribution reinvestment plan (as amended and restated, the "DRIP") on December 31, 2010 to accommodate the Stapled Unit structure. Pursuant to the DRIP, Unitholders resident in Canada and holding a minimum of 500 Stapled Units may elect to have all their distributions of income of the REIT and IOT automatically reinvested in additional Stapled Units at a price per Stapled Unit equal to the average of the trading price on the TSX for the five trading days ending on the second trading day immediately preceding the date of a monthly distribution (the "Average Market Price"). No fractional Stapled Units will be issued under the DRIP; instead, a cash adjustment based upon the Average Market Price will be paid in lieu of any fractional Stapled Units otherwise issuable under the DRIP within 10 days after the distribution date. No brokerage commissions are payable in connection with the purchase of Stapled Units under the DRIP and all administrative costs are borne by InnVest.

As referenced above under "– Book-Based System", CDS is (and is expected to continue to be) the only registered Unitholder. As such, beneficial Unitholders (i.e., individuals or entities who hold Stapled Units through a broker or other intermediary participating in the CDS system) will only be entitled to enrol in the DRIP through a CDS participant (i.e., their broker or investment advisor). Statements detailing the number of additional Stapled Units acquired through the DRIP will only be provided to beneficial Unitholders through CDS participants.

The subscription price for Stapled Units issued under the DRIP is allocated between the REIT and IOT based on the proportionate fair market value of a REIT Unit and an IOT Non-Voting Unit as jointly determined by the REIT and IOT. Proceeds from the issuance of

additional REIT Units and IOT Non-Voting units pursuant to the DRIP will be added to the working capital of the REIT and IOT, respectively.

Additional information on the DRIP can be found at www.innvestreit.com.

Unitholder Rights Plan

In order to ensure, to the extent possible, that Unitholders are treated fairly in connection with any take-over bid made for the REIT Units or Stapled Units and to ensure that the REIT Trustees are provided with sufficient time to evaluate unsolicited take-over bids and to explore and develop alternatives to maximize Unitholder value, the REIT Trustees determined on October 8, 2008 that it was advisable and in the best interests of the REIT to implement the Original Rights Plan. Unless it was amended, the Original Rights Plan would have expired on April 8, 2009; however, the REIT Trustees determined that it is in the best interests of Unitholders and the REIT that the Original Rights Plan be amended and restated in order to ensure that the benefits provided to Unitholders pursuant to the plan continue to accrue to Unitholders.

The Original Rights Plan has been amended and restated three times. On June 16, 2010, Unitholders approved the adoption of the current Amended and Restated Rights Plan, which was adopted by the REIT on December 31, 2010 and will be in effect until June 16, 2013 unless earlier terminated in accordance with its terms. A copy of the Amended and Restated Rights Plan is available at www.sedar.com.

InnVest did not adopt either the Original Rights Plan or the Amended and Restated Rights Plan in response to any specific take-over proposal, nor has it been made aware of any such proposal. The Amended and Restated Rights Plan is designed to ensure the fair treatment of Unitholders in connection with any take-over bid and to ensure that the REIT Trustees are provided with sufficient time to evaluate unsolicited take-over bids and to explore and develop alternatives to maximize Unitholder value. Other than the provisions designed to accommodate the Stapled Unit structure (described below), the Amended and Restated Rights Plan is similar to rights plans adopted by many other Canadian public issuers. Until the occurrence of certain specific events, the rights issued pursuant to the plan will trade with the REIT Units or Stapled Units and be represented by the global certificates representing such units. The rights become exercisable only when a person, including any party related to it or certain persons acting jointly with it, acquires or announces its intention to acquire 20% or more of the outstanding REIT Units or Stapled Units without complying with the "Permitted Bid" provisions of the Amended and Restated Rights Plan. Should a non-Permitted Bid be launched, each right would entitle each holder of REIT Units or Stapled Units (other than the acquiring person and persons related to it or acting jointly with it) to purchase additional REIT Units at a significant discount to the market price at the time. Prior to an Event of Uncoupling, a Unitholder would also be required to subscribe for an equal number of IOT Non-Voting Units. Under the Amended and Restated Rights Plan, a Permitted Bid is a bid made to all Unitholders on identical terms and conditions that is open for at least 60 days. If at the end of 60 days at least 50% of the outstanding REIT Units, other than those owned by the offeror and certain related parties, have been tendered and not withdrawn, the offeror may take up and pay for the tendered REIT Units but must extend the bid for a further 10 days to allow all other Unitholders the opportunity to tender.

The Amended and Restated Rights Plan is not intended to and will not prevent a take-over of the REIT. The Amended and Restated Rights Plan does not reduce the duty of the REIT Trustees to act honestly and in good faith and in the best interests of the REIT, and to consider on that basis any offer made for the REIT Units or Stapled Units, nor does the Amended and Restated Rights Plan alter the proxy mechanisms to change the REIT Trustees, create dilution on the initial issue of the rights or change the way in which REIT Units or Stapled Units trade.

Corporate Governance Provisions of the Declarations of Trust

Although the REIT Declaration of Trust confers upon a Unitholder many of the protections, rights and remedies that an investor would have as a shareholder of a corporation governed by the *Canada Business Corporations Act* (the “CBCA”), certain differences do exist as described below.

The REIT Declaration of Trust includes provisions intended to limit the liability of Unitholders for liabilities and other obligations of the REIT. No statutory provisions historically confirmed the limited liability status of Unitholders in a manner comparable to shareholders of a CBCA corporation until the *Trust Beneficiaries’ Liability Act, 2004* (Ontario) was enacted in December 2004. That Act provides that Unitholders of the REIT are not liable, as beneficiaries of a trust, for any act, default, obligation or liability of the REIT or the REIT Trustees, arising after its enactment. That Act has not yet been judicially considered and it is possible that reliance on the Act by a Unitholder could be successfully challenged on jurisdictional or other grounds.

Many of the provisions of the CBCA respecting the governance and management of a corporation have been incorporated in the REIT Declaration of Trust. For example, Unitholders are entitled to exercise voting rights in respect of their holdings of REIT Units in a manner comparable to shareholders of a CBCA corporation and to elect REIT Trustees and auditors; however, pursuant to the REIT Declaration of Trust, Westmont has the right to appoint one REIT Trustee and, pursuant to the Master Hotel Management Agreement and the REIT Declaration of Trust, the Manager also has the right to appoint one REIT Trustee. See “Management Structure – Trustees and Officers”. The REIT Trustees appointed by each of Westmont and the Manager cannot be removed, other than by the party which appointed them. In addition, Unitholders are not entitled to call for the amendment of the provision of the REIT Declaration of Trust pursuant to which the Manager and Westmont are entitled to appoint REIT Trustees.

The REIT Declaration of Trust also includes provisions modeled after comparable provisions of the CBCA dealing with the calling and holding of meetings of Unitholders and REIT Trustees, the quorum for and procedures at such meetings and the right of Unitholders to participate in the decision-making process where certain fundamental actions are proposed to be undertaken. The matters in respect of which approval by Unitholders is required under the REIT Declaration of Trust, and in particular the requirement that certain “fundamental changes” be approved by “special resolution” (both as defined in the CBCA) are generally less extensive than the rights conferred on the shareholders of a CBCA corporation. These approval rights are supplemented by provisions of applicable securities laws that are generally applicable to issuers (whether corporations, trusts or other entities) that are “reporting issuers” or the equivalent or are listed on the TSX. The REIT Declaration of Trust includes provisions concerning trustee independence, the composition of board committees, including the audit committee, and conflicts

of interest, as described under “Management Structure – Conflict of Interest Provisions”, which are based on provisions of the CBCA and are supplemented by applicable securities laws.

Unitholders do not have recourse to a dissent right under which shareholders of a CBCA corporation are entitled to receive the fair value of their shares where certain fundamental changes affecting the corporation are undertaken (such as an amalgamation, a continuance under the laws of another jurisdiction, the sale of all or substantially all of its property, a going private transaction or the addition, change or removal of provisions restricting (i) the business or businesses that the corporation can carry on, or (ii) the issue, transfer or ownership of shares). As an alternative, Unitholders seeking to terminate their investment in the REIT are entitled to receive, subject to certain conditions and limitations, a price per REIT Unit determined in accordance with the REIT Declaration of Trust, as described under “— Redemption Right”.

Unitholders similarly do not have recourse to the statutory oppression remedy that is available to shareholders of a CBCA corporation where the corporation undertakes actions that are oppressive or unfairly prejudicial or disregard the interests of securityholders and certain other parties. Shareholders of a CBCA corporation may also apply to a court to order the liquidation and dissolution of the corporation in those circumstances, whereas Unitholders could rely only on the general provisions of the REIT Declaration of Trust which permit the winding up of the REIT with the approval of two-thirds of the Unitholders. Shareholders of a CBCA corporation may also apply to a court for the appointment of an inspector to investigate the manner in which the business of the corporation and its affiliates is being carried on where there is reason to believe that fraudulent, dishonest or oppressive conduct has occurred. The REIT Declaration of Trust does not contemplate the appointment of an inspector to investigate the management or operation of the REIT or its affiliates. The CBCA also permits shareholders to bring or intervene in derivative actions in the name of the corporation or any of its subsidiaries, with the leave of a court. The REIT Declaration of Trust does not include a comparable right of the Unitholders to commence or participate in legal proceedings with respect to the REIT.

The IOT Declaration of Trust includes substantially similar corporate governance provisions to those in the REIT Declaration of Trust, except that certain provisions do not apply, or impose different requirements, prior to a Triggering Event. In particular, prior to a Triggering Event:

- (a) none of the IOT Trustees is required to be independent of IOT or the REIT; however, REIT Trustees cannot serve as IOT Trustees and the appointment rights of the Manager and Westmont do not apply. In order to minimize conflicts of interest due to the lack of independence of the IOT Trustees, the IOT Trustees are required to appoint an independent advisory committee (which may be comprised of Independent Trustees of the REIT) to approve the same types of transactions that the Independent Trustees are required to approve under the REIT Declaration of Trust. See “Management Structure – Trustees and Officers” for more information;
- (b) the IOT Trustees need not appoint an audit committee. The IOT Declaration of Trust provides that, prior to a Triggering Event, IOT’s auditors must be the same as auditors of the REIT. During such time, the audit committee of the REIT will

be responsible for overseeing the audit of IOT's financial statements, which will be consolidated into or combined with the financial statements of the REIT in accordance with GAAP or IFRS, as applicable. As soon as practicable following a Triggering Event, the IOT Trustees will be required to appoint an independent audit committee and may appoint new auditors; and

- (c) the voting rights attaching to IOT Non-Voting Units with respect to fundamental changes of IOT are more limited than the rights available to holders of non-voting shares of a CBCA corporation (see “– IOT Units” above for more information). Nevertheless, due to the Stapled Unit structure, holders of IOT Non-Voting Units are necessarily the same as the holders of REIT Units and, accordingly, such holders are entitled to exercise voting rights at the REIT level. Prior to a Triggering Event, all of the IOT Voting Units will be held, directly or indirectly, by the REIT.

Meetings of Unitholders

The REIT Declaration of Trust provides that meetings of holders of REIT Units must be called and held for the appointment or removal of REIT Trustees (except for the appointees of the Manager and Westmont), the appointment or removal of the auditors of the REIT, the approval of amendments to the REIT Declaration of Trust, except as described below under “— Amendments to the Declarations of Trust”, the sale of the assets of the REIT as an entirety or substantially as an entirety (other than as part of an internal reorganization) and the liquidation or dissolution of the REIT. A resolution appointing or removing a REIT Trustee (except for a nominee of the Manager or Westmont) or the auditors of the REIT must be passed by a simple majority of the votes cast by holders of REIT Units. The balance of the foregoing matters must be passed by a Special Resolution of holders of REIT Units. Meetings of holders of REIT Units will be called and held annually for the election of the REIT Trustees and the appointment of auditors of the REIT. The REIT has called an annual meeting of Unitholders to be held on June 1, 2011.

A meeting of holders of REIT Units may be convened at any time and for any purpose by the REIT Trustees and must be convened if requisitioned by the holders of not less than 5% of the REIT Units then outstanding by a written requisition. A requisition must state in reasonable detail the business proposed to be transacted at the meeting. Holders of REIT Units have the right to obtain a list of holders of REIT Units to the same extent and upon the same conditions as those which apply to shareholders of a corporation governed by the CBCA.

Holders of REIT Units may attend and vote at all meetings of the holders of REIT Units either in person or by proxy and a proxyholder need not be a holder of REIT Units. Two persons present in person or represented by proxy and representing in the aggregate at least 25% of the votes attaching to all outstanding REIT Units shall constitute a quorum for the transaction of business at all such meetings. If no quorum is present at any such meeting when called, the meeting will be terminated if called on the requisition of holders of REIT Units and otherwise will be adjourned for not less than 10 days, and at the adjourned meeting, the holders of REIT Units then present in person or represented by proxy will form the necessary quorum.

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

The IOT Declaration of Trust includes substantially similar provisions with respect to the holding and conduct of IOT unitholder meetings, except that certain provisions do not apply, or impose different requirements, prior to a Triggering Event. In particular, prior to a Triggering Event, IOT Non-Voting Units do not entitle the holders thereof to vote at, or receive notice, information circulars or other materials in respect of, meetings of IOT unitholders (except in limited circumstances described above under “– IOT Units”) and holders of IOT Non-Voting Units are not entitled to requisition special meetings.

Amendments to the Declarations of Trust

The REIT Declaration of Trust may be amended or altered from time to time by Special Resolution of the holders of REIT Units. In addition, the REIT Trustees may, without unitholder approval, make certain amendments to the REIT Declaration of Trust from time to time including amendments:

- (a) for the purpose of ensuring continuing compliance with applicable laws, regulations, requirements or policies of any governmental authority having jurisdiction over the REIT Trustees or over the REIT, its status as a “mutual fund trust” and a Qualifying REIT under the Tax Act or the distribution of REIT Units;
- (b) which, in the opinion of the REIT Trustees, provide additional protection for the holders of REIT Units;
- (c) which remove any conflicts or inconsistencies in the REIT Declaration of Trust or make minor corrections which are, in the opinion of the REIT Trustees, necessary or desirable and not prejudicial to the holders of REIT Units;
- (d) which, in the opinion of the REIT Trustees, are necessary or desirable as a result of changes in taxation laws or generally accepted accounting standards; and
- (e) for any purpose (except one in respect of which a unitholder vote is specifically otherwise required) if the REIT Trustees are of the opinion that the amendment is not prejudicial to holders of REIT Units and is necessary or desirable.

The IOT Declaration of Trust includes substantially similar amendment provisions, adjusted to reflect that IOT is not intended to be a Qualifying REIT. In addition, prior to an Event of Uncoupling, the stapling provisions of the IOT Declaration of Trust cannot be amended unless and until corresponding amendments are made to the REIT Declaration of Trust.

Term and Sale of Substantially All Assets

The REIT and IOT have been established for an indefinite term. Pursuant to the REIT Declaration of Trust, termination of the REIT or the sale or transfer of the assets of the REIT as an entirety or substantially as an entirety (other than as part of an internal reorganization of the

assets of the REIT approved by the REIT Trustees) requires approval of the holders of REIT Units by Special Resolution. Pursuant to the IOT Declaration of Trust, termination of IOT or the sale or transfer of the assets of IOT as an entirety or substantially as an entirety (other than as part of an internal reorganization of the assets of IOT approved by the IOT Trustees) requires approval of the holders of IOT Voting Units (or, following a Triggering Event, holders of IOT Voting Units and IOT Non-Voting Units) by Special Resolution.

Take-over Bids

The REIT Declaration of Trust contains provisions to the effect that if a take-over bid (as defined in the *Securities Act* (Ontario) (the “Securities Act”)) is made for the REIT Units or Stapled Units and not less than 90% of the REIT Units or Stapled Units (other than REIT Units or Stapled Units held at the date of the take-over bid by or on behalf of the “offeror” or “associates” or “affiliates” of the offeror, as such terms are defined in the Securities Act) are taken up and paid for by the offeror, the offeror will be entitled to acquire the REIT Units or Stapled Units, as the case may be, held by Unitholders who did not accept the offer on the terms offered by the offeror or at the fair value of such holders’ REIT Units or Stapled Units determined in accordance with the procedures set out in the REIT Declaration of Trust. The IOT Declaration of Trust includes substantially similar take-over bid provisions.

Information and Reports

The REIT and IOT will furnish to Unitholders such financial statements (including quarterly and annual consolidated financial statements) and other reports as are from time to time required by applicable law, including prescribed forms needed for the completion of Unitholders’ tax returns under the Tax Act and equivalent provincial legislation.

Prior to each meeting of Unitholders, the REIT Trustees or the IOT Trustees, as the case may be, will provide the Unitholders eligible to vote at such meeting all such information as is required by applicable law to be provided to such holders.

DESCRIPTION OF CONVERTIBLE DEBENTURES

Subject to debt limitations and other restrictions outlined in the REIT Declaration of Trust and the IOT Declaration of Trust, respectively, the REIT may issue an unlimited number of convertible debentures pursuant to the 2002 Indenture and the 2011 REIT Indenture and IOT may issue an unlimited number of convertible debentures pursuant to the 2011 IOT Indenture. At December 31, 2010, the REIT has four series of convertible debentures outstanding under the 2002 Indenture: the 6.00% Series B Debentures, the 5.85% Series C Debentures, the 6.75% Series D Debentures, and the 6.00% Series E Debentures (collectively, the “Pre-Reorganization Debentures”). In September 2010, the REIT redeemed the remaining \$45.7 million of outstanding 6.25% Series A Debentures due April 15, 2011. On March 15, 2011, the REIT and IOT issued the 5.75% Series F Stapled Debentures (comprised of Series F REIT Debentures and Series F IOT Debentures) pursuant to the 2011 REIT Indenture and the 2011 IOT Indenture.

Pre-Reorganization Debentures

A total of \$75.0 million of the 6.00% Series B Debentures remained outstanding at December 31, 2010. The 6.00% Series B Debentures are convertible into an equal number of REIT Units and IOT Non-Voting Units at an aggregate strike price of \$14.90 per REIT Unit and IOT Non-Voting Unit, bear interest at 6.00% per annum payable semi-annually on May 31 and November 30 of each year and are due May 31, 2013. The number of REIT Units and IOT Non-Voting Units issuable upon conversion of the outstanding 6.00% Series B Debentures total 5,032,214.

A total of \$70.0 million of the 5.85% Series C Debentures remained outstanding at December 31, 2010. The 5.85% Series C Debentures are convertible into an equal number of REIT Units and IOT Non-Voting Units at an aggregate strike price of \$14.70 per REIT Unit and IOT Non-Voting Unit, bear interest at 5.85% per annum payable semi-annually on February 1 and August 1 of each year and are due August 1, 2014. The number of REIT Units and IOT Non-Voting Units issuable upon conversion of the outstanding 5.85% Series C Debentures total 4,761,904.

A total of \$38.5 million of the 6.75% Series D Debentures remained outstanding at December 31, 2010. The 6.75% Series D Debentures are convertible into an equal number of REIT Units and IOT Non-Voting Units at an aggregate strike price of \$5.70 per REIT Unit and IOT Non-Voting Unit, bear interest at 6.75% per annum payable semi-annually on March 31 and September 30 of each year, and are due March 31, 2016. The number of REIT Units and IOT Non-Voting Units issuable upon conversion of the outstanding 6.75% Series D Debentures total 6,749,824.

A total of \$75.0 million of the 6.00% Series E Debentures remained outstanding at December 31, 2010. The 6.00% Series E Debentures are convertible into an equal number of REIT Units and IOT Non-Voting Units at an aggregate strike price of \$8.00 per REIT Unit and IOT Non-Voting Unit, bear interest at 6.00% per annum payable semi-annually on March 31 and September 30 of each year commencing March 31, 2011, and are due March 31, 2017. The number of REIT Units and IOT Non-Voting Units issuable upon conversion of the outstanding 6.00% Series E Debentures total 9,375,000.

Prior to May 31, 2011, the 6.00% Series B Debentures are redeemable, in whole or from time to time in part, at the option of the REIT, provided that the volume-weighted average trading price of the Stapled Units on the TSX for the 20 consecutive trading days ending on the fifth trading day preceding the date on which the notice of redemption is given exceeds 125% of the conversion price of the 6.00% Series B Debentures. On or after June 1, 2011, the 6.00% Series B Debentures will be redeemable, in whole or from time to time in part, at the option of the REIT.

Prior to July 31, 2012, the 5.85% Series C Debentures will be redeemable, in whole or from time to time in part, at the option of the REIT, provided that the volume-weighted average trading price of the Stapled Units on the TSX for the 20 consecutive trading days ending on the fifth trading day preceding the date on which the notice of redemption is given exceeds 125% of the conversion price of the 5.85% Series C Debentures. On or after August 1, 2012, the 5.85%

Series C Debentures will be redeemable, in whole or from time to time in part, at the option of the REIT.

The 6.75% Series D Debentures are not redeemable prior to December 31, 2013, except in the event of the satisfaction of certain conditions after the occurrence of a “Change in Control” (as defined in the 2002 Indenture). From January 1, 2014 to December 31, 2014, the 6.75% Series D Debentures will be redeemable, in whole or from time to time in part, at the option of the REIT, provided that the volume-weighted average trading price of the Stapled Units on the TSX for the 20 consecutive trading days ending on the fifth trading day preceding the date on which the notice of redemption is given exceeds 125% of the conversion price of the 6.75% Series D Debentures. On or after January 1, 2015, the 6.75% Series D Debentures will be redeemable, in whole or from time to time in part, at the option of the REIT.

The 6.00% Series E Debentures are not redeemable prior to September 30, 2013, except in the event of the satisfaction of certain conditions after the occurrence of a “Change in Control” (as defined in the 2002 Indenture). From October 1, 2013 to September 30, 2015, the 6.00% Series E Debentures will be redeemable, in whole or from time to time in part, at the option of the REIT, provided that the volume-weighted average trading price of the Stapled Units on the TSX for the 20 consecutive trading days ending on the fifth trading day preceding the date on which the notice of redemption is given exceeds 125% of the conversion price of the 6.00% Series E Debentures. On or after September 30, 2015, the 6.00% Series E Debentures will be redeemable, in whole or from time to time in part, at the option of the REIT.

On December 31, 2010, IOT became jointly and severally liable with the REIT for the obligations of the REIT under the Pre-Reorganization Debentures and the 2002 Indenture. The Pre-Reorganization Debentures rank *pari passu* with each other and with the obligations of the REIT or IOT, as the case may be, under the 5.75% Series F Stapled Debentures and the guarantees thereof and are subordinated in right of payment to all other existing and future indebtedness of the REIT and IOT other than indebtedness expressed to be *pari passu* with or subordinate in right of payment to the Pre-Reorganization Debentures, as applicable.

For each of the Pre-Reorganization Debentures, the REIT may elect, from time to time, to satisfy its obligation to pay interest by delivering an equal number of REIT Units and IOT Non-Voting Units. Also, for each of the Pre-Reorganization Debentures, the REIT may, at its option, on not more than 60 days’ and not less than 30 days’ prior notice and subject to applicable regulatory approval, elect to satisfy its obligation to repay all or any portion of the principal amount of the Pre-Reorganization Debentures that are to be redeemed or that are to mature, by delivering an equal number of REIT Units and IOT Non-Voting Units.

Prior to an Event of Uncoupling, the number of REIT Units and IOT Non-Voting Units to be issued in respect of each Debenture will be determined by dividing the principal amount by 95% of the volume-weighted average trading price of the Stapled Units on the TSX for the 20 consecutive trading days ending on the fifth trading day preceding the date fixed for redemption or maturity, as the case may be. Following an Event of Uncoupling, the volume-weighted average trading price of the Stapled Units will be determined by taking the simple average of the volume-weighted average trading prices of the REIT Units and the then-existing single class of IOT units over the applicable period.

Stapled Debentures

On March 15, 2011, InnVest issued a total of \$50.0 million of 5.75% Series F Stapled Debentures. Each \$1,000 principal amount of 5.75% Series F Stapled Debentures consists of \$850 principal amount of Series F REIT Debentures issued under the 2011 REIT Indenture, and \$150 principal amount of Series F IOT Debentures issued under the 2011 IOT Indenture, which must be traded together prior to an Event of Uncoupling. The Series F Stapled Debentures bear interest at an annual rate of 5.75% payable semi-annually in arrears on March 30 and September 30 in each year, commencing September 30, 2011, and will mature on March 30, 2018.

The conversion price of the Series F REIT Debentures is approximately \$8.03 per REIT Unit (the "REIT Conversion Price") and the conversion price of the Series F IOT Debentures is approximately \$1.42 per IOT Non-Voting Unit (the "IOT Conversion Price"). The number of REIT Units and IOT Non-Voting Units issuable upon conversion of the Series F REIT Debentures and Series F IOT Debentures is 5,291,005. Prior to an Event of Uncoupling, holders will not be entitled to convert any Series F REIT Debentures into REIT Units unless they simultaneously convert a corresponding number of Series F IOT Debentures into IOT Non-Voting Units and *vice versa*, and any REIT Units and IOT Non-Voting Units issued on conversion of the Series F REIT Debentures and Series F IOT Debentures will trade together as Stapled Units. Accordingly, the aggregate conversion price for the 5.75% Series F Stapled Debentures is \$9.45 per Stapled Unit (the "Stapled Conversion Price"). Prior to an Event of Uncoupling, if an adjustment is made to the REIT Conversion Price under the 2011 REIT Indenture, a corresponding adjustment must be made to the IOT Conversion Price under the 2011 IOT Indenture and *vice versa*.

The Series F REIT Debentures and Series F IOT Debentures are not redeemable on or prior to March 30, 2014, except in the event of the satisfaction of certain conditions after the occurrence of a "Change in Control" (as defined in the 2011 REIT Indenture and the 2011 IOT Indenture). On or after March 31, 2014 and prior to March 31, 2016, the Series F REIT Debentures may be redeemed by the REIT and the Series F IOT Debentures may be redeemed by IOT, in each case in whole or in part, on not less than 30 days' prior notice, provided that the volume weighted average trading price of the Stapled Units (or, following an Event of Uncoupling, the REIT Units or the IOT Non-Voting Units, as the case may be) on the TSX (or other principal market if not then listed on the TSX) for the 20 consecutive trading days ending on the fifth trading day preceding the date on which notice of redemption is given is not less than 125% of the Stapled Conversion Price (or, following an Event of Uncoupling, the REIT Conversion Price or IOT Conversion Price, as the case may be). On or after March 31, 2016 and prior to March 30, 2018, the REIT Debentures and IOT Debentures may be redeemed, in whole or in part, at the option of the REIT and IOT, respectively. Prior to an Event of Uncoupling, the REIT will not be entitled to redeem any REIT Debentures unless IOT simultaneously redeems a corresponding number of IOT Debentures and *vice versa*.

The REIT and IOT may elect, from time to time, to satisfy their obligation to pay interest under the Series F REIT Debentures and Series F IOT Debentures, respectively, by delivering REIT Units or IOT Non-Voting Units, as the case may be (an "Interest Payment Election"). Also, the REIT and IOT may, at their option, on not more than 60 days' and not less than 30 days' prior notice and subject to applicable regulatory approval, elect to satisfy their obligation

to repay all or any portion of the principal amount of the Series F REIT Debentures and Series F IOT Debentures, respectively, that are to be redeemed or that are to mature by delivering an REIT Units or IOT Non-Voting Units, as the case may be (a “Unit Repayment Election”). Prior to an Event of Uncoupling, the REIT may not make an Interest Payment Election or a Unit Repayment Election in respect of any Series F REIT Debentures unless IOT simultaneously makes a corresponding Interest Payment Election or a Unit Repayment Election in respect of the Series F IOT Debentures and *vice versa*.

The Series F REIT Debentures, in respect of the REIT, and Series F IOT Debentures, in respect of IOT, rank *pari passu* with each other and with the Pre-Reorganization Debentures and are subordinated in right of payment to all other existing and future indebtedness of the REIT or IOT, as the case may be, other than indebtedness expressed to be *pari passu* with or subordinate in right of payment to the Series F REIT Debentures or Series F IOT Debentures, as applicable.

The Series F IOT Debentures are guaranteed on an unsecured subordinated basis (the “IOT Debenture Guarantee”) by the REIT and the Series F REIT Debentures are guaranteed on an unsecured subordinated basis (the “REIT Debenture Guarantee”) by IOT. In certain circumstances, the REIT or IOT may elect to have IMLP and/or IHLP assume their obligations under the IOT Debenture Guarantee or the REIT Debenture Guarantee, as the case may be, without the approval of the debentureholders. The REIT and IOT may be discharged from their guarantee obligations upon substitution of IMLP and/or IHLP.

Subject to statutory preferred exceptions, for so long as the REIT provides the IOT Debenture Guarantee, the obligations of the REIT under the IOT Debenture Guarantee will rank *pari passu* with its obligations under the Series F REIT Debentures (and the Pre-Reorganization Debentures) and, for so long as IOT provides the REIT Debenture Guarantee, the obligations of IOT under the REIT Debenture Guarantee will rank *pari passu* with its obligations under the Series F IOT Debentures (and the Pre-Reorganization Debentures).

Prior to an Event of Uncoupling, an Event of Default or a waiver thereof under the 2011 REIT Indenture in respect of the Series F REIT Debentures will constitute an Event of Default or a waiver thereof under the 2011 IOT Indenture in respect of the Series F IOT Debentures. In addition, prior to an Event of Uncoupling, the 2011 REIT Indenture may not be amended unless a corresponding amendment is made to the 2011 IOT Indenture and *vice versa*, and none of the 2011 REIT Indenture, the 2011 IOT Indenture or the rights of holders of debentures issued thereunder may be modified in a manner that would adversely affect the stapling of the Series F REIT Debentures and Series F IOT Debentures or the integrity of the Stapled Unit structure.

Upon an Event of Uncoupling, the Series F REIT Debentures and Series F IOT Debentures (to the extent they are listed) will be de-listed from the TSX. The 2011 REIT Indenture and the 2011 IOT Indenture require the trustees of the REIT and IOT, as the case may be, to use all reasonable efforts to obtain and maintain a listing for the Series F REIT Debentures and Series F IOT Debentures, respectively, following an Event of Uncoupling, including (if necessary) adjusting the Series F REIT Debentures or Series F IOT Debentures such that such debentures are held in denominations of \$1,000 or multiples thereof. However, there can be no assurance that the Series F REIT Debentures or IOT Debentures will be separately re-listed and

posted for trading on the TSX or any other stock exchange, or that a market for the Series F REIT Debentures or Series F IOT Debentures will develop. See “Risk Factors”.

An Event of Uncoupling that does not occur as part of a reorganization of InnVest or a similar corporate transaction the purpose of which is to consolidate the assets of the REIT and IOT, is deemed to be a “Change of Control” under the 2011 REIT Indenture and 2011 IOT Indenture and would entitle holders of Series F REIT Debentures and Series F IOT Debentures to require the REIT or IOT, as the case may be, to purchase, on the date which is 30 days following the giving of notice of the Change of Control (the “Put Date”), all or any part of such Series F REIT Debentures or Series F IOT Debentures at a price equal to 101% of the principal amount thereof plus accrued and unpaid interest up to but excluding the Put Date.

INVESTMENT GUIDELINES AND OPERATING POLICIES

Investment Guidelines

The REIT Declaration of Trust provides that the REIT’s assets may be invested only in accordance with the following guidelines:

- (a) the REIT will invest, directly or indirectly (including through corporations, limited partnerships, general partnerships (if permitted by changes in tax laws) or trusts), in interests in real property on which hotels are situated, primarily in Canada; the REIT may also hold a direct or indirect controlling interest in IOT and its subsidiaries;
- (b) notwithstanding any other provisions of the Declaration of Trust, the REIT shall not make any investment, take any action or omit to take any action that would result in: (i) the REIT not qualifying as a “unit trust”, a “mutual fund trust” and, for so long as the SIFT Legislation might otherwise apply to the REIT, a Qualifying REIT for the purposes of the Tax Act; or (ii) the REIT Units being disqualified for investment by Exempt Plans;
- (c) the REIT may invest in a joint venture arrangement with one or more third parties only if the assets owned by the joint venture and the activities of the joint venture otherwise comply with the investment guidelines and operating policies of the REIT, and:
 - (i) the joint venture arrangement is one pursuant to which the REIT holds an interest in real property jointly or in common with others (“joint venturers”) either directly or through the ownership of securities of a corporation or other entity (a “joint venture entity”) as co-owner;
 - (ii) the REIT’s interest in the joint venture arrangement is not subject to any restriction on transfer other than a right of first offer, if any, in favour of the joint venturers;

- (iii) the REIT has a right of first offer to buy the interests of the other joint venturers;
- (iv) the joint venture arrangement provides an appropriate buy-sell mechanism to enable a joint venturer to purchase the other joint venturer's interests or to sell its interest;
- (v) the joint venture arrangement provides that the liability of the REIT to third parties is several and not joint and several, provided however that, subject to any remedies that each joint venturer may have against the other joint venturers, a joint venturer may be required to give up its interest in any particular property owned by the joint venture entity as a result of another joint venturer's failure to honour its proportionate share of the obligations relating to such property; and
- (vi) the joint venture arrangement permits, but does not require, IOT or its subsidiary or designee to participate fully in the management thereof;

provided, however, that the direct or indirect interest of the REIT in Choice Canada shall be specifically excluded from these requirements;

- (d) except for temporary investments held in cash, deposits with a Canadian chartered bank or trust company registered under the laws of a province of Canada, short-term government debt securities or in money market instruments of, or guaranteed by, a Schedule 1 Canadian bank maturing prior to one year from the date of purchase of such securities by the REIT or in short term commercial paper, notes, bonds or other debt securities of a Canadian corporation, trust or other entity maturing prior to one year from the date of issue and having a rating of at least R 1 (Mid) by Dominion Bond Rating Service or A 1 (Mid) by Standard & Poor's Corporation, the REIT may not hold securities other than securities of (i) a joint venture entity, (ii) an entity wholly owned by the REIT formed and operated solely for the purpose of holding a particular real property or real properties, (iii) an entity controlled by the REIT that is formed and operated solely for the purpose of holding and/or managing hotel operating assets or whose activities consist primarily of franchising hotels, or (iv) an entity formed and operated solely for the purpose of holding, directly or indirectly, securities of any of the foregoing entities, including IOT; provided that, notwithstanding anything contained in the REIT Declaration of Trust to the contrary, the REIT may acquire securities of other real estate investment trusts and provided further that, for so long as the SIFT Legislation applies to the REIT, the REIT shall not acquire "securities" (as defined in the SIFT Legislation) of any corporation, trust or partnership (other than a non-resident entity that is not a "subject entity" as therein defined or a subsidiary of the REIT) that is greater than 10% of the equity value of such entity;

- (e) the REIT shall not invest in rights to or interests in mineral or other natural resources, including oil or gas, except as incidental to an investment in real property;
- (f) the REIT shall not invest in raw land for development (or improved land with a view to demolishing the improvements) except for existing properties with additional development potential or properties adjacent to existing properties owned by the REIT for the purpose of: (i) the renovation or expansion of existing facilities; or (ii) the development of new facilities that will be capital property of REIT;
- (g) the REIT may invest in mortgages and mortgage bonds (including, with the consent of a majority of the REIT Trustees, a participating or convertible mortgage) where:
 - (i) the real property that is security therefore is income producing real property which otherwise meets the investment guidelines of the REIT;
 - (ii) the amount of the mortgage loan is not in excess of 75% of the market value of the property securing the mortgage and the mortgage has at least a 1.2 times debt service coverage level, which is obtained by dividing operating income for the particular property by the total principal and interest payments under all mortgages on such property;
 - (iii) the mortgage is a first mortgage registered on title to the real property which is security therefore; and
 - (iv) the aggregate value of the REIT's investments in these mortgages, after giving effect to the proposed investment, will not exceed 20% of Adjusted Unitholders' Equity (as defined in the REIT Declaration of Trust) calculated at the time of such investment;
- (h) notwithstanding paragraph (g), the REIT may invest in mortgages if one of its intentions is to use the acquisition of the mortgages as a potential method of acquiring control of a real property or a portfolio of real properties and the real property or properties would otherwise meet the investment guidelines of the REIT and provided the aggregate value of the REIT's investments in these mortgages (including mortgage loans referred to in paragraph (i)), after giving effect to the proposed investment, will not exceed 20% of Adjusted Unitholders' Equity calculated at the time of such investment;
- (i) notwithstanding paragraph (g), the REIT may also invest in mortgages where:
 - (i) the mortgage is a "vendor take back" mortgage granted to the REIT in connection with the sale by it of existing real property and as a means of financing the purchaser's acquisition of such property from the REIT;
 - (ii) the mortgage is interest bearing;

- (iii) the mortgage is registered on title to the real property which is security therefore;
 - (iv) the mortgage has a maturity not exceeding five years;
 - (v) the amount of the mortgage loan is not in excess of 75% of the selling price of the property securing the mortgage; and
 - (vi) the aggregate value of these mortgages (including mortgages and mortgage bonds in which the REIT is permitted to invest by virtue of paragraphs (g) and (h)), after giving effect to the proposed investment, will not exceed 20% of the Adjusted Unitholders' Equity calculated at the time of such investment;
- (j) all of the REIT's hotel and other real property investments shall be leased to (i) IOT or its subsidiaries or a person that has agreed to purchase or has an option to purchase such investment prior to an Event of Uncoupling, and (ii) qualified operators (IOT and its subsidiaries being qualified operators) following an Event of Uncoupling;
- (k) the REIT may invest an aggregate amount (which, in the case of an amount invested to acquire real property, shall be the purchase price less the amount of any indebtedness assumed or incurred by the REIT and secured by a mortgage on such property) of up to 15% of Adjusted Unitholders' Equity in investments or transactions which do not comply with paragraphs (a), (c), (d), (f), (g), (h) or (i) above.

For the purposes of the foregoing guidelines, the assets, liabilities and transactions of a corporation or other entity wholly or partially owned by the REIT will be deemed to be those of the REIT on a proportionate consolidation basis. In addition, any references in the foregoing to an investment in real property will be deemed to include an investment in a joint venture arrangement that holds real property.

The IOT Declaration of Trust includes substantially similar investment guidelines, except that:

- (a) IOT's assets are to be invested in operating assets, including leasehold interests, interests in real property on which hotels are situated and entities whose activities consist primarily of franchising hotels;
- (b) IOT is not intended to be a Qualifying REIT under the Tax Act and therefore restrictions related to SIFT Legislation do not apply; and
- (c) IOT may own securities in an entity wholly-owned by IOT formed and operated solely for the purpose of holding and/or managing hotel operating assets (including leasehold interests) or interests in real property on which hotels are situated, or whose activities consist primarily of franchising hotels, or an entity

formed and operated solely for the purpose of holding, directly or indirectly, securities of any of the foregoing entities.

Operating Policies

Pursuant to the REIT Declaration of Trust, the REIT Trustees are required to conduct the operations and affairs of the REIT in accordance with the following policies and shall not permit any subsidiary of the REIT to conduct its operations and affairs other than in accordance with the following policies:

- (a) the REIT and its subsidiaries shall not purchase, sell, market or trade in currency or interest rate futures contracts other than for hedging purposes where, for the purposes hereof, the term “hedging” shall have the meaning ascribed thereto by National Instrument 81-102 — *Mutual Funds* adopted by the Canadian Securities Administrators, as amended from time to time;
- (b) (i) any written instrument creating an obligation which is, or includes the granting by the REIT of, a mortgage; and (ii) to the extent the REIT Trustees determine to be practicable and consistent with their fiduciary duty to act in the best interests of the Unitholders, any written instrument which is, in the judgment of the REIT Trustees, a material obligation, shall in each case contain a provision or be subject to an acknowledgement to the effect that the obligation being created is not personally binding upon, and that resort shall not be had to, nor shall recourse or satisfaction be sought from, the private property of any of the REIT Trustees, Unitholders, annuitants under a plan of which a Unitholder acts as a trustee or carrier, or officers, employees or agents of the REIT, but that only property of the REIT or a specific portion thereof shall be bound; provided that the REIT is not required, but shall use reasonable efforts, to comply with this requirement in respect of obligations assumed by the REIT upon the acquisition of any real property;
- (c) the REIT shall not lease or sublease to any person (other than IOT or a wholly owned subsidiary of IOT), any real property, premises or space where that person and its affiliates would, after the contemplated lease or sublease, be leasing or subleasing real property, premises or space having a fair market value net of encumbrances in excess of 5% of Adjusted Unitholders’ Equity;
- (d) except for renovation or expansion of existing facilities and the development of new facilities as permitted under paragraph (f) of “– Investment Guidelines” above, the REIT shall not engage in construction or development of real property except as necessary to maintain its real property in good repair or to enhance the income producing ability of properties in which the REIT has an interest;
- (e) title to each real property shall be held by and registered in the REIT’s name, the REIT Trustees or in the name of a corporation or other entity directly or indirectly wholly-owned by the REIT or jointly owned by the REIT with joint venturers;

- (f) the REIT shall not incur or assume any indebtedness under a mortgage or other security where (i) in the case of an individual property, the amount borrowed exceeds 75% of the market value of such individual property, or (ii) in the case of more than one property or a pool or portfolio of properties, the amount borrowed exceeds 75% of the market value of such properties on an aggregate basis, in either case, calculated at the time of assuming such indebtedness;
- (g) the REIT shall not incur or assume any indebtedness (other than temporary indebtedness, if any, due to vendors of the initial Portfolio in connection with the initial acquisition transaction, non-interest bearing indebtedness and trade accounts payable) if, after giving effect to the incurrence or assumption of such indebtedness, the Financial Leverage Ratio would exceed 50% (60% including any convertible debentures of the REIT and, prior to an Event of Uncoupling, IOT);
- (h) the REIT shall not directly or indirectly guarantee any indebtedness or liabilities of any kind of a third party other than, for certainty, IOT and its subsidiaries prior to an Event of Uncoupling, except indebtedness assumed or incurred under a mortgage by a corporation or other entity wholly-owned by the REIT or jointly by the REIT with joint venturers and operated solely for the purpose of holding a particular property or properties where such mortgage, if granted by the REIT directly, would not cause the REIT to otherwise contravene the restrictions set out under “Investment Guidelines and Operating Policies”, and, where such mortgage is granted by a joint venture entity, subject to a joint venturer being required to give up its interest in a property owned by the joint venture entity as a result of another joint venturer’s failure to honour its proportionate share of the obligations relating to such property, the REIT’s liability is limited strictly to the proportion of the mortgage loan equal to the REIT’s proportionate ownership interest in the joint venture entity;
- (i) the REIT shall obtain an independent valuation of each property that it intends to acquire from or sell to a Related Party;
- (j) notwithstanding paragraph (h) above, prior to an Event of Uncoupling, a subsidiary of the REIT may guarantee any indebtedness or liabilities of IOT and its subsidiaries provided that such guarantee would not cause the REIT to otherwise contravene the restrictions set out under “Investment Guidelines and Operating Policies”;
- (k) the REIT shall obtain and maintain at all times insurance coverage in respect of potential liabilities of the REIT and the accidental loss of value of the assets of the REIT from risks, in amounts, with such insurers, and on such terms as the REIT Trustees consider appropriate, taking into account all relevant factors including the practices of owners of comparable properties;

- (l) the REIT shall obtain or cause a subsidiary to obtain such physical and environmental reports as the REIT Trustees consider advisable for each future hotel property to be acquired by it; and
- (m) the REIT shall not issue additional REIT Units unless the REIT Trustees consider such issuances not to be dilutive to ensuing annual distributions of Distributable Income to existing Unitholders.

For the purpose of the foregoing policies, the assets, liabilities and transactions of a corporation or other entity wholly or partially owned by the REIT will be deemed to be those of the REIT on a proportionate consolidated basis. In addition, any references in the foregoing to an investment in real property include an investment in a joint venture that holds real property.

The IOT Declaration of Trust includes substantially similar operating policies.

In order to address InnVest's transition to IFRS, InnVest expects to put into place amendments to the REIT Declaration of Trust and the IOT Declaration of Trust to adjust the maximum financial leverage ratio referred to at (g) above to 60% (75% including any convertible debentures of the REIT and, prior to an Event of Uncoupling, IOT). The financial ratio will be computed excluding any indebtedness under any operating line, non-interest bearing indebtedness, trade accounts payable and for greater certainty, deferred income tax liability.

DISTRIBUTION POLICY

The following summarizes InnVest's distribution policy as contained in the REIT Declaration of Trust and the IOT Declaration of Trust. The distribution policy may be amended in respect of the REIT only with the approval of a majority of the votes cast at a meeting of holders of REIT Units. Prior to a Triggering Event, the distribution policy may be amended in respect of IOT only with the approval of a majority of the votes cast at a meeting of holders of IOT Voting Units, subject to class approval rights for holders of IOT Non-Voting Units if such amendment would prejudicially alter the rights, privileges, restrictions or conditions attached to the IOT Non-Voting Units and an equivalent amendment was not approved in respect of the REIT by holders of REIT Units.

General

Each of the REIT and IOT may distribute such percentage of its estimated Distributable Income for the month then ended as the REIT Trustees and the IOT Trustees, as the case may be, determine in their discretion. To the extent possible, distributions will be paid in equal monthly cash distributions to Unitholders, on or about the 15th day of each month (with the January 15th distribution being payable as of the preceding December 31st). In addition, the REIT Trustees and the IOT Trustees may at any time declare an extraordinary distribution of cash, units or other property of the REIT or IOT, respectively. IOT Voting Units and IOT Non-Voting Units have equal rights with respect to distributions made by IOT.

Distributions to Unitholders are approved on a monthly basis by the REIT Trustees and the IOT Trustees. In exercising their discretion to approve the level of distributions, the REIT

Trustees and the IOT Trustees utilize internal forecasts prepared by management and other financial information to determine if sufficient cash flow will be available to fund distributions. Such financial information is subject to continual change due to the nature of the Canadian hotel industry, which is difficult to predict even in the short-term. This difficulty is due to the following factors:

1. the exposure of the Canadian hotel industry to the overall cyclical effects of the Canadian business environment;
2. the seasonal nature of InnVest's business;
3. InnVest's geographical diversity, as its hotels are located in numerous regions throughout Canada, with each region having its own unique characteristics;
4. changing customer attitudes to brands of hotels in the Portfolio;
5. changes in customer segmentation due to changing social, economic and political conditions; and
6. other macroeconomic, social and geopolitical factors which are beyond the control of InnVest.

All of these factors can have a material effect on InnVest's revenue and cost structure. Recent examples include the outbreak of SARS in 2003 and the economic recession in 2009, each of which had a material negative impact on the Canadian hotel industry. As a result of InnVest's exposure to numerous factors which are beyond its control, it is difficult for management to make predictions concerning distribution levels for future quarters and, as a result, management asserts that it would not be prudent to provide investors or potential investors with forward-looking information regarding distribution levels.

Distributable Income is determined after deduction of a reserve for replacement of furniture, fixtures and equipment and capital improvements. Each year, InnVest sets between 3% and 5% of total hotel revenue at each hotel and certain amounts required for hotel acquisitions for replacing furniture, fixtures and equipment and capital improvements.

Distributions may be adjusted for amounts paid in prior periods if the actual Distributable Income for the prior periods is greater than or less than the REIT Trustees' estimates for the prior periods. The distributions for any month will be payable to the Unitholders of record at the close of business on the last business day of the month. Distributions of Distributable Income are made in cash and may be reinvested in Stapled Units through the DRIP, which is described under "Description of Units and Declarations of Trust – Distribution Reinvestment Plan".

In June 2010, the distribution policy of the REIT was amended (with Unitholder approval at the annual and special meeting of the REIT held on June 16, 2010) to remove the obligations of the REIT to distribute (a) a minimum percentage of Distributable Income each month and (b) any excess income (including taxable capital gains, if any) for the year over distributions otherwise made for that year. These amendments were made to ensure the REIT Units would be

treated as equity, rather than a liability of the REIT, under IFRS and not to effect a change in the REIT's distribution practices.

The Portfolio is subject to variations in revenues, with revenues during the second and third calendar quarters being generally higher than those in the first and fourth quarters. As a result, if necessary, InnVest may be required to draw down on its operating loan facility during the first and fourth quarters in order to augment otherwise lower cash distributions to a point where cash distributions are as even as possible throughout the calendar year.

In September 2009, the REIT announced a reduction in distributions paid to Unitholders to \$0.50 per REIT Unit annually, as compared to the prior distribution level of \$0.75 per REIT Unit annually. This equates to a monthly distribution of \$0.0417 per REIT Unit beginning in September 2009. The REIT Trustees unanimously approved the reduction of distributions after careful consideration of the ongoing economic downturn and its impact on operating performance as well as the Board's desire to strengthen the REIT's balance sheet and liquidity. In November 2008, the REIT had adjusted its monthly distribution to \$0.75 per REIT Unit annually (\$0.0625 per month) from \$1.125 per REIT Unit annually (\$0.09375 per month) which had been paid since the REIT's inception in mid-2002.

The table below summarizes distributions paid to Unitholders over the past three years.

For the year ended December 31,	Total Distributions Declared (\$ in millions)	Distributions Declared per Unit
2008	\$78.5	\$1.0625
2009	\$51.3	\$0.6668
2010	\$44.4	\$0.5004

For each of the first three months of 2011, the REIT and IOT have declared a combined monthly distribution of \$0.0417 per Stapled Unit (equal to the monthly distribution paid per REIT Unit in 2010), with \$0.035445 of such distribution made by the REIT on the REIT Units and \$0.006255 of such distribution made by IOT on the IOT Non-Voting Units.

Computation of Distributable Income for Distribution Purposes

Distributable Income is defined as net income as set out in the REIT's consolidated financial statements determined in accordance with GAAP, subject to certain adjustments set out in the REIT Declaration of Trust and the IOT Declaration of Trust, including the addition of depreciation and amortization, amortization of fair value debt adjustment and future income tax expense, excluding any gains or losses on the disposition of real property, and future income tax recovery and deducting the amount calculated for the reserve for replacement of furniture, fixtures and equipment and capital improvements, the accretion on convertible debentures that is included in the computation of net income. Distributable Income so calculated may reflect any other adjustments determined by the REIT Trustees or the IOT Trustees in their discretion and may be estimated whenever the actual amount has not been fully determined. Such estimates will

be adjusted as of the subsequent distribution date when the amount of Distributable Income has been finally determined.

Tax Deferral on Distributions

The adjusted cost base of REIT Units, IOT Voting Units or IOT Non-Voting Units held by a Unitholder will generally be reduced by the non-taxable portion of distributions made to the Unitholder (other than the non-taxable portion of certain capital gains). A Unitholder will generally realize a capital gain to the extent that the adjusted cost base of the Unitholder's units would otherwise be a negative amount. The non-taxable portion of distributions for any year may be adjusted following any reassessment by the Canada Revenue Agency for that year.

The table below summarizes the non-taxable portion of distributions made to Unitholders over the past three years.

For the year ended December 31,	Non-taxable portion of Distributions
2008	44.0%
2009	70.0%
2010	67.0%

SELECTED FINANCIAL INFORMATION

The following table sets out selected financial information as at, and for the years ended, December 31, 2010 and 2009 and should be read in conjunction with the consolidated financial statements of the REIT.

	As at December 31, 2010	As at December 31, 2009
		(as restated)
Balance Sheet Data		
(in thousands)		
Total Assets	\$1,800,033	\$1,950,209
Total Long-term Debt (includes current portion of long-term debt)	\$ 840,930	\$ 953,011
	Year Ended December 31, 2010	Year Ended December 31, 2009
		(as restated)
Revenue and Earnings Data		
(in thousands, except per unit amounts)		
Hotel Revenues.....	\$ 609,566	\$ 607,139
Hotel Operating Income	\$ 137,150	\$ 141,511
Net Income (Loss)	\$ 147,457	\$ (30,923)

	Year Ended December 31, 2010	Year Ended December 31, 2009
Net Income (Loss) Per Unit – diluted.....	\$1.492	(0.400)
Other Data		
Same-hotel Average Daily Rate (“ADR”).....	\$ 115.98	\$ 116.81
Same-hotel Occupancy.....	60.1%	58.9%
Same-hotel Revenue per Available Room (“RevPAR”) ...	\$ 69.68	\$ 68.82
Distributions Per Unit.....	\$ 0.5004	\$ 0.6668

MATERIAL DEBT OBLIGATIONS

At December 31, 2010, InnVest had mortgages payable in the aggregate amount of \$834.0 million with a weighted average term of 2.8 years and a weighted average interest rate of 6.0% (ranging from 2.8% to 7.6%). Approximately 11.4% of the InnVest’s mortgage debt is at a floating rate. InnVest expects to address its debt maturities in the normal course of business.

At December 31, 2010, InnVest also had \$258.5 million of unsecured fixed-rate convertible debentures, issued in four series, which mature between 2013 and 2017. In March 2011, InnVest issued \$50.0 million of 5.75% Series F Stapled Debentures due March 30, 2018. See “Description of Convertible Debentures”.

InnVest’s debt obligations do not provide for any contractual limitations on cash distributions to its Unitholders.

MARKET FOR SECURITIES

Throughout 2010, the REIT Units were listed and posted for trading on the TSX under the symbol “INN.UN”. On January 4, 2011, the Stapled Units were listed and posted for trading under the symbol “INN.UN” in substitution for the REIT Units. The REIT Units and IOT Non-Voting Units comprising the Stapled Units are also separately listed on the TSX but are not separately posted for trading. The IOT Voting Units are not listed or posted for trading on any securities exchange or automated quotation system.

The following table sets out the monthly reported high and low trading prices and trading volumes of the REIT Units for the year ended December 31, 2010:

TSX Trading Summary for the REIT Units			
Month	High	Low	Volume
	(\$)	(\$)	Traded
January	6.00	5.26	9,328,709
February	5.91	5.45	3,481,034
March	6.27	5.55	4,880,167
April	6.97	5.88	4,555,796
May	6.90	5.74	4,458,856
June	6.45	5.71	1,861,414
July	6.63	5.83	3,989,328
August	6.70	6.01	2,376,932
September	7.28	6.35	2,255,825
October	7.32	6.73	3,132,608
November	7.27	6.29	4,448,931
December	6.88	6.11	2,817,592

IOT issued 89,474,691 IOT Non-Voting Units and 1,362,558 IOT Voting Units (being all of the IOT Non-Voting Units and IOT Voting Units other than the one IOT Voting Unit issued on the formation of IOT on May 5, 2010) on December 31, 2010 at a price per unit of \$0.9442. The IOT Non-Voting Units were subsequently distributed to holders of REIT Units on a one-for-one basis on December 31, 2010.

The following tables set forth the monthly reported high and low daily trading prices and the aggregate volume of the REIT's 6.25% Series A Debentures, 6.00% Series B Debentures, 5.85% Series C Debentures, 6.75% Series D Debentures and 6.00% Series E Debentures on the TSX for the year ended December 31, 2010. The 6.00% Series E Debentures were issued in August 2010. The outstanding 6.25% Series A Debentures were redeemed in September 2010. In March 2011, the 5.75% Series F Stapled Debentures were issued and listed on the TSX.

Month	Trading of 6.25% Series A Convertible Debentures			Trading of 6.00% Series B Convertible Debentures		
	High	Low	Volume	High	Low	Volume
	(\$)	(\$)	(#)	(\$)	(\$)	(#)
January	101.00	99.50	18,600	100.00	96.00	17,940
February	101.00	100.00	4,450	101.00	98.00	21,505
March	102.50	100.50	6,420	102.00	100.00	12,470
April	102.00	100.95	2,550	102.50	99.06	9,930
May	102.00	100.00	5,260	100.75	94.00	16,390
June	102.50	100.50	3,370	101.00	99.00	9,860
July	102.00	99.90	10,770	102.25	99.00	8,720
August	101.00	100.00	26,690	102.50	100.00	12,720
September.....	100.95	100.00	6,120	103.00	100.51	8,800
October.....	-	-	-	103.00	101.50	20,860
November.....	-	-	-	102.50	100.50	3,510
December.....	-	-	-	101.75	100.25	3,550

Month	Trading of 5.85% Series C Convertible Debentures			Trading of 6.75% Series D Convertible Debentures		
	High	Low	Volume	High	Low	Volume
	(\$)	(\$)	(#)	(\$)	(\$)	(#)
January.....	99.75	91.00	18,220	106.99	100.60	209,950
February.....	100.00	95.80	15,960	107.25	104.25	26,260
March.....	99.50	96.85	17,460	110.50	104.50	31,670
April.....	100.00	96.00	37,070	121.00	106.26	92,400
May.....	98.50	90.00	9,770	120.01	104.00	34,940
June.....	97.85	95.50	30,390	112.50	105.00	9,160
July.....	99.00	96.00	16,160	116.00	106.00	10,400
August.....	102.00	99.26	32,250	117.00	106.88	12,520
September.....	103.01	98.01	14,660	126.75	112.00	22,520
October.....	103.00	100.75	7,820	128.00	119.95	36,960
November.....	101.85	100.00	5,560	125.88	113.50	9,610
December.....	103.75	100.00	10,440	120.76	109.00	4,240

Month	Trading of 6.00% Series E Convertible Debentures		
	High	Low	Volume
	(\$)	(\$)	(#)
August.....	100.65	99.25	62,250
September.....	102.25	99.75	58,812
October.....	102.50	100.00	39,478
November.....	103.00	100.50	19,690
December.....	101.50	100.00	7,270

REGISTRAR AND TRANSFER AGENT

InnVest's registrar and transfer agent for the REIT Units and IOT Non-Voting Units (separately and as Stapled Units) and the 6.00% Series B Debentures, the 5.85% Series C Debentures, the 6.75% Series D Debentures and the 6.00% Series E Debentures is Computershare Trust Company of Canada, 100 University Avenue, 9th Floor, North Tower, Toronto, Ontario M5J 2Y1.

MATERIAL CONTRACTS

The following table sets out the particulars of every contract, other than a contract entered into in the ordinary course of business, that is material to InnVest and that was entered into within the most recently completed financial year, or before the most recently completed financial year but is still in effect.

Material Contract	Description of Particulars
Amended and Restated Master Hotel Management Agreement dated December 31, 2010 between the Operator, InnVest Management Inc., Westmont Hospitality Canada Limited, the REIT and IOT	See “Management Structure – Master Hotel Management Agreement”
Third Amended and Restated Declaration of Trust dated as of December 31, 2010 governing the business and affairs of the REIT	See “Description of Units and Declarations of Trust”
Amended and Restated Declaration of Trust dated December 31, 2010 governing the business and affairs of IOT	See “Description of Units and Declarations of Trust”
Trust indenture dated March 15, 2011 between the REIT, as issuer, IOT, as guarantor, and Computershare, as debenture trustee (“2011 REIT Indenture”)	The 2011 REIT Indenture provides for the issuance of an unlimited number of debentures of the REIT and the guarantee thereof by IOT or, in certain circumstances, IHLP and/or IMLP, and specifically authorizes the Series F REIT Debentures forming part of the 5.75% Series F Stapled Debentures. A description of the terms of the 2011 REIT Indenture is set out at “Description of the Debentures” in InnVest’s short form prospectus dated March 8, 2011.
Trust indenture dated March 15, 2011 between IOT, as issuer, the REIT, as guarantor, and Computershare, as debenture trustee (the “2011 IOT Indenture”)	The 2011 IOT Indenture provides for the issuance of an unlimited number of debentures of IOT and the guarantee thereof by the REIT or, in certain circumstances, IMLP and/or IHLP, and specifically authorizes the Series F IOT Debentures forming part of the 5.75% Series F Stapled Debentures. A description of the terms of the 2011 IOT Indenture is set out at “Description of the Debentures” in InnVest’s short form prospectus dated March 8, 2011.

Material Contract	Description of Particulars
<p>Trust Indenture dated July 26, 2002 between the REIT and Computershare, as supplemented by the first supplemental indenture dated April 2, 2004 between the REIT and Computershare, the second supplemental indenture dated May 16, 2006 between the REIT and Computershare, the third supplemental indenture dated August 3, 2007 between the REIT and Computershare, the fourth supplemental indenture dated December 30, 2009 between the REIT and Computershare and the fifth supplemental indenture dated August 13, 2010 between the REIT and Computershare, and the sixth supplemental indenture dated December 31, 2010 between the REIT, IOT and Computershare (collectively, the “2002 Indenture”)</p>	<p>The 2002 Indenture provides for the issuance of an unlimited number of debentures of the REIT, and specifically authorizes the issuance of an aggregate principal amount of \$75,000,000 of 9.75% convertible debentures (which have since been redeemed), an aggregate principal amount of \$57,500,000 of the 6.25% Series A Debentures (which have since been redeemed), an aggregate principal amount of \$75,000,000 of the 6.00% Series B Debentures, an aggregate principal amount of \$70,000,000 of the 5.85% Series C Debentures, an aggregate principal amount of \$50,000,000 of the 6.75% Series D Debentures and an aggregate principal amount of \$75,000,000 of the 6.00% Series E Debentures. A description of the terms of the 2002 Indenture is set out at “Vendor Convertible Debentures” in the REIT’s prospectus dated July 18, 2002, “Description of the Series A Debentures” in the REIT’s short form prospectus dated March 23, 2004, “Description of the Debentures” in the REIT’s short form prospectus dated May 9, 2006, “Description of the Debentures” in the REIT’s short form prospectus dated July 26, 2007, “Description of the Debentures” in the REIT’s short form prospectus dated December 18, 2009 and “Description of the Debentures” in the REIT’s short form prospectus dated August 6, 2010, “Plan of Arrangement – Reorganization – Debenture Indenture” in the REIT’s management information circular dated May 13, 2010, each of which is incorporated herein by reference.</p>
<p>Non-Competition Agreement dated July 26, 2002 between Westmont and the REIT</p>	<p>See “Description of the Business – Competition”</p>
<p>Third Amended and Restated Unitholder Rights Plan dated December 31, 2010, between Computershare and the REIT</p>	<p>See “Description of Units and the Declarations of Trust – Unitholder Rights Plan”</p>
<p>Co-ordination Agreement dated December 31, 2010 between the REIT and IOT.</p>	<p>See “Stapled Unit Structure – Co-ordination Agreement”</p>

MANAGEMENT STRUCTURE

Trustees and Officers

The name, province or state and country of residence, office held with InnVest and principal occupation of each trustee and officer of the REIT and IOT are as follows:

Name and Municipality of Residence	Office with InnVest	Principal Occupation
Majid Mangalji ⁽¹⁾⁽³⁾ Wimbledon, England	REIT Trustee, Chair of the Board of Trustees	Founder and President, Westmont Group
Frank Anderson, FCA ⁽²⁾⁽³⁾⁽⁴⁾⁽⁵⁾⁽⁶⁾ Ontario, Canada	REIT Trustee	Chairman and Chief Executive Officer, Preferred One Inc
Morton Gross, Q.C. ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾ Ontario, Canada	REIT Trustee	Senior partner, Borden Ladner Gervais LLP (law firm)
Michael P. Kitt ⁽²⁾⁽³⁾⁽⁴⁾⁽⁵⁾⁽⁶⁾ Ontario, Canada	REIT Trustee	Executive Vice President, Canada Oxford Properties Group
Minhas N. Mohamed ⁽²⁾⁽³⁾⁽⁴⁾⁽⁵⁾⁽⁶⁾ Ontario, Canada	REIT Trustee	President, Chief Executive Officer and Co-Founder, MMV Financial (venture capital)
Fereed Mangalji ⁽¹⁾⁽³⁾ Singapore, Singapore	REIT Trustee	Principal and Executive Director, Westmont Group
Kenneth D. Gibson Ontario, Canada	President and Chief Executive Officer of the REIT and IOT, IOT Trustee	President and Chief Executive Officer, InnVest and Chief Operating Officer, Westmont Group and the Manager
Tamara L. Lawson Ontario, Canada	Chief Financial Officer and Corporate Secretary of the REIT and IOT, IOT Trustee	Chief Financial Officer and Corporate Secretary, InnVest and Chief Financial Officer, Westmont Group and the Manager
George M. Kosziwka Ontario, Canada	Vice President, Finance of the REIT and IOT, IOT Trustee	Vice President, Finance, InnVest

- (1) Westmont Group Nominee
- (2) Independent Trustee of the REIT
- (3) Member of the Investment Committee of the REIT
- (4) Member of the Audit Committee of the REIT
- (5) Member of the Compensation and Corporate Governance Committee of the REIT
- (6) Member of the Independent Advisory Committee of IOT

With the exception of Fereed Mangalji, who has been a trustee since April 18, 2006, each of the REIT Trustees, has been a trustee of the REIT since June 5, 2002, the date of formation of the REIT. Each of the Independent Trustees was last appointed on June 16, 2010 and will continue to serve until the next annual meeting of the REIT, scheduled for June 1, 2011, or until his or her successor is elected or appointed. Each of the IOT Trustees was last appointed on May

5, 2010 and will continue to serve until the next annual meeting of IOT or until his or her successor is elected or appointed.

Pursuant to the REIT Declaration of Trust, Westmont has the right to appoint one REIT Trustee, since it owns, in the aggregate, at least 5% of the outstanding Stapled Units (and therefore at least 5% of the REIT Units). The Manager also has the right to appoint one REIT Trustee, provided that the Master Hotel Management Agreement remains in effect and that the appointment would not result in a majority of the REIT Trustees not being Independent Trustees. The REIT Trustees appointed by Westmont and the Manager serve for an indefinite term unless removed by Westmont or the Manager, as the case may be, or Westmont or the Manager, as the case may be, ceases to have appointment rights. The remaining REIT Trustees are to be elected by a plurality of the votes cast at the next annual meeting. The Westmont Group is entitled to vote its REIT Units for the election of the remaining REIT Trustees. All of the Independent Trustees are standing for re-election at the REIT's June 1, 2011 annual meeting.

A subsidiary of the REIT holds all of the IOT Voting Units and will therefore be entitled to elect all of the IOT Trustees unless a Triggering Event occurs. Each of the current IOT Trustees is also an officer of the REIT and IOT. In order to minimize potential conflicts of interest, the IOT Declaration of Trust requires the IOT Trustees, prior to a Triggering Event, to appoint an independent advisory committee comprised of at least three members, each of whom must be independent of the REIT and IOT for the purposes of Canadian securities laws, except that they may be REIT Trustees. Each of the Independent Trustees of the REIT is currently a member of IOT's independent advisory committee.

As at March 28, 2011, as a group, the trustees and officers of the REIT and IOT beneficially own, directly or indirectly, or exercise control or direction over, a total of 8,201,566 Stapled Units, which represents 8.8% of the outstanding Stapled Units.

The nature and extent of the experience of the trustees and officers of the REIT and IOT in the real estate industry and their principal occupations are as follows:

Majid Mangalji is Founder and President of the Westmont Group, which started its hospitality business approximately 30 years ago. Mr. Mangalji has been involved in all aspects of the development of the Westmont Group. During this period, it has grown from a single hotel to become one of the largest private hotel owner/operators in the world with a significant presence in North America, Europe, and Asia. As the head of this global hotel group, Mr. Mangalji has developed extensive knowledge of international hospitality markets, investing and operating in these markets and has created strong relationships with major international hotel brands, leading financial institutions, and investment funds. Mr. Mangalji sits on the boards of the principal hospitality companies in which the Westmont Group invests. He is the Chairman of the REIT and has a seat on the board of IREFAC (Industry Real Estate Financing Advisory Council). Mr. Mangalji holds a business degree with a double major in accounting and marketing from the University of Bradford, England.

Frank Anderson, FCA is currently the Chairman and CEO of Preferred One Inc., a marketing company, and was a senior partner in a major accounting firm until his retirement in 1999. He specialized in the retail, consumer products, real estate and advertising industries. Mr. Anderson was Executive Vice-President of Hy & Zel's, a discount drug store chain, from July 2002 until January 2003 and, until February 2007, the President of LIN Solutions Inc., a consulting company. From March 2007 until June 2009 Mr. Anderson was a Senior Officer of DundeeWealth Inc., a financial services company, latterly as Vice-Chairman, Financial Administration and Operations. He was a member of the Board of DundeeWealth Inc. from June 2003 until August 2009 and the Chair of its Audit Committee from June 2003 until February 2007. Mr. Anderson is a member of the Boards of Directors of the Canadian Centre for Diversity and the University of Toronto Press and is the Founding Chairman of Cornerstone 52 Foundation, a charitable organization dedicated to funding children's charities. He is a Past Chair of the Heart and Stroke Foundation of Ontario. Mr. Anderson was previously a member of the boards and Chair of the Audit Committees of O. & Y. REIT and Counsel Corporation and previously a member of the board of IPICO Inc., of which he was Executive Chairman from March 2006 until December 2006. Mr. Anderson obtained an undergraduate degree in Economic History from the University of Glasgow, his C.A. designation from the Institute of Chartered Accountants of Scotland and was elected a Fellow of the Institute of Chartered Accountants of Ontario in 1997.

Morton Gross, Q.C. is a senior partner in the Toronto office of the law firm of Borden Ladner Gervais LLP, where he practises in the areas of commercial and real estate law, including in the area of hotels and hospitality. Mr. Gross is the Chair of his firm's Public Private Partnership Group and formerly Chair of the National Real Estate Practice Group. Mr. Gross was Director and Chair of Corporate Governance and Human Resources Committee of Cadillac Fairview Corporation from 1996 to 2002. Mr. Gross holds a Bachelor of Laws degree from the University of Toronto and was called to the Ontario Bar in 1967.

Michael P. Kitt is Executive Vice President, Canada at Oxford Properties Group, a wholly owned subsidiary of the Ontario Municipal Employees Retirement System. Mr. Kitt is responsible for all activities within the company's 40 million square foot Canadian portfolio, including real estate management, development and investments. Prior to joining Oxford, Mr. Kitt was the Executive Vice-President, Development for a major commercial real estate company and was responsible for their office and retail development programs. Mr. Kitt holds an undergraduate degree from the University of Manitoba and is a Chartered Financial Analyst.

Minhas N. Mohamed is President, Chief Executive Officer and Co-Founder of MMV Financial Inc. and was the Managing Partner of MM Venture Partners (a predecessor firm). As President & CEO, Mr. Mohamed has overall management and strategic responsibility for MMV Financial. He has over 20 years of experience in the financing of technology and emerging growth companies, both in North America and internationally. Prior to founding MM Venture Partners in August 1998, Mr. Mohamed spent 11 years as a senior partner and shareholder of Quorum Funding Corporation, one of Canada's leading technology-focused venture capital funds. He has been a director of many public companies, including Promis Systems and Quorum Funding Corporation. Mr. Mohamed is a founding member and former Chairman of the Toronto Venture Group. He is also a member of the Association of Venture Capital Corporations. Mr.

Mohamed is a graduate of the University of Western Ontario and is a Chartered Accountant and a Chartered Financial Analyst.

Fereed Mangalji is a Principal and Executive Director of Westmont Group, and has been with the company for almost 20 years. Mr. Mangalji oversees all facets of the company with a primary focus on the company's US and Canadian portfolios including overseeing all of Westmont's substantial investment projects and asset management group. During his tenure, Mr. Mangalji has been one of the key players in the dramatic growth of Westmont from a hotel operator/owner into one of the world's largest global hotel real estate investment companies. Mr. Mangalji has extensive familiarity and experience in both the real estate and hospitality industries and has a strong background in complex deal structuring, public to private acquisitions, mezzanine debt acquisitions, operational repositioning and asset work-outs. Mr. Mangalji holds a degree from Harvard University. Prior to joining the Westmont team, Mr. Mangalji worked with Bankers Trust in New York where he worked in the real estate group. Mr. Mangalji is also a member of the Young Presidents Organization.

Kenneth D. Gibson is the President and Chief Executive Officer of each of the REIT and IOT and the Chief Operating Officer of each of the Westmont Group and the Manager. He leads the Canadian operations for the Westmont Group and has worked in the Canadian hotel marketplace with the Westmont Group since 1994. Prior to joining the Westmont Group in 1990, Mr. Gibson held the position of Vice-President of Operations for Texas based Southwest Inns, a hotel development and management company. Mr. Gibson is also the Chairman of the Board of Choice Canada.

Tamara L. Lawson is the Chief Financial Officer and Corporate Secretary of each of the REIT and IOT and the Chief Financial Officer of the Westmont Group and the Manager, positions she has held since 2001. Ms. Lawson has over 25 years of financial management and capital market experience. Prior to joining the Westmont Group in 2001, she held several senior executive positions at major Canadian companies, including Executive Vice President, Chief Financial Officer and Secretary of Chapters Inc. and Treasurer of Sears Canada Inc. Ms. Lawson is also currently a director of Choice Canada. Ms. Lawson holds a Master of Business Administration degree from York University and is a Chartered Accountant.

George M. Kosziwka is the Vice President, Finance of each of the REIT and IOT, a position he has held since 2002. Mr. Kosziwka has over 20 years of financial management and capital market experience. Prior to 2002, he held senior finance executive positions for predecessors of InnVest, including UniHost Corporation and Journey's End Corporation. Mr. Kosziwka is also currently a director of Choice Canada. Mr. Kosziwka holds an Honours Bachelor of Mathematics from the University of Waterloo and is a Chartered Accountant.

Conflict of Interest Restrictions and Provisions

The REIT Declaration of Trust contains "conflict of interest" provisions that are intended to provide certain protections to Unitholders without creating undue limitations on the REIT. Given that the REIT Trustees are engaged in a wide range of activities, the REIT Declaration of Trust contains provisions, similar to those contained in the CBCA, that require each REIT Trustee or officer to disclose to the REIT any interest in a material contract or transaction or

proposed material contract or transaction with the REIT (including a contract or transaction involving the making or disposition of any investment in real property or a joint venture arrangement) or the fact that such person is a director or officer of or otherwise has a material interest in any person who is a party to a material contract or transaction or proposed material contract or transaction with the REIT. Such disclosure is required to be made at the first meeting at which a proposed contract or transaction is considered. In the event that a material contract or transaction or proposed material contract or transaction is one that in the ordinary course would not require approval by the REIT Trustees, a REIT Trustee or an officer of the REIT is required to disclose in writing to the REIT, or request to have entered into the minutes of meetings of REIT Trustees, the nature and extent of his or her interest forthwith after the REIT Trustee or officer becomes aware of the contract or transaction or proposed contract or transaction. In any case, a REIT Trustee or officer who has made disclosure to the foregoing effect is not entitled to vote on any resolution to approve the contract or transaction unless the contract or transaction is (i) one relating primarily to his or her remuneration as a trustee, officer, employee or agent of the REIT, (ii) one for indemnity under the provisions of the Declaration of Trust or liability insurance, or (iii) prior to an Event of Uncoupling, one with IOT or a subsidiary thereof.

The REIT Declaration of Trust contains provisions to address potential conflicts of interest arising between the REIT and any Related Party. Among other things, the REIT must obtain a valuation in respect of any property that it intends to purchase from or sell to a Related Party by a valuator engaged by, and prepared under the supervision of, a committee of two or more Independent Trustees who have no interest in such transaction. In addition, each transaction between the REIT and a Related Party must be on commercially reasonable terms and requires the approval of at least 66 2/3% of Independent Trustees who have no interest in such transaction. Prior to an Event of Uncoupling, IOT and its subsidiaries are deemed not to be Related Parties of the REIT and no Independent Trustee will be deemed to be interested in any contract or transaction solely by virtue of such Trustee serving as a member on IOT's independent advisory committee.

The IOT Declaration of Trust contains substantially similar provisions regarding conflicts of interest and related party transactions, except that, prior to a Triggering Event, IOT's independent advisory committee, rather than independent trustees, must approve and supervise valuations in respect of related party transactions.

Independent Trustee Matters

In addition to requiring the approval of a majority of the REIT Trustees, approval of not less than 66 2/3% of the Independent Trustees who have no interest in the matter is required with respect to any decision by the REIT:

- (a) to make a material change to the Master Hotel Management Agreement or administrative services agreements (described below), change the fees payable to the Manager, renew the Master Hotel Management Agreement or the administrative services agreements at the end of their respective terms or appoint a substitute for the Manager after the end of the term of the Master Hotel Management Agreement;

- (b) to enter into any agreement or transaction in which any Related Party has a material interest or make a material change to any such agreement or transaction;
- (c) relating to a claim by or against any Related Party;
- (d) relating to a claim in which the interests of a person referred to in paragraph (c) above differ from the interests of the REIT;
- (e) to increase the number of REIT Trustees by no more than one-third in accordance with the REIT Declaration of Trust and to appoint REIT Trustees to fill the vacancies so created;
- (f) to recommend to the Unitholders that the number of REIT Trustees be increased, where a vote of Unitholders thereon is required, and to nominate individuals as REIT Trustees to fill the vacancies so created;
- (g) to acquire any real or other property in which a Related Party has an interest or to sell any interest in any real or other property to a Related Party;
- (h) to make any changes in compensation of an employee who is also an employee of a Related Party;
- (i) to grant options to purchase REIT Units or Stapled Units under any option plan approved by the REIT Trustees or to award any right to acquire or other right or interest in REIT Units, Stapled Units or securities convertible into or exchangeable for REIT Units or Stapled Units under any plan approved by the REIT Trustees; and
- (j) to approve or enforce any agreement entered into by the REIT with a REIT Trustee who is not an Independent Trustee or an associate thereof, with a Related Party, or with the Manager or any successor as hotel manager under the Master Hotel Management Agreement.

Prior to an Event of Uncoupling, none of the foregoing matters require the approval of the Independent Trustees solely by virtue of IOT or a subsidiary thereof being party thereto and no Independent Trustee will be deemed to be interested in any of the foregoing matters solely by virtue of such REIT Trustee serving as a member on IOT's independent advisory committee.

The IOT Declaration of Trust contains substantially similar provisions regarding matters requiring independent approval, except that, prior to a Triggering Event, IOT's independent advisory committee, rather than independent trustees, must approve such matters.

Interest Of Management And Others In Material Transactions

Each of Majid Mangalji and Fereed Mangalji is an officer of the Westmont Group, as described above at "Management Structure – Trustees and Officers", and each of Tamara Lawson's and Kenneth Gibson's employment is split between the Westmont Group and InnVest.

Affiliates of InnVest have entered into the Master Hotel Management Agreement with the Manager, a member of the Westmont Group, providing for the management of the Hotel Businesses. See “ – Master Hotel Management Agreement”. The REIT, IOT, the Operator and the Manager are also parties to certain arrangements for the provision of certain administrative services and asset supervisory services by the Manager. See “– Other Agreements”. As a result of their involvement with the Westmont Group, each of Fereed Mangalji, Majid Mangalji, Kenneth Gibson and Tamara Lawson may have, and as a result of its being an affiliate of the Manager, Westmont has, an indirect interest in each of the foregoing agreements.

Master Hotel Management Agreement

The Operator and certain of its subsidiaries are party to the Master Hotel Management Agreement with the Manager, under which the Manager is responsible for the management of the Hotel Businesses in respect of most of the hotels in the Portfolio. The Manager manages the Hotel Businesses and provides customary hotel management services, including preparation of annual operating and capital budgets and marketing plans, accounting and financial reporting, supervision of sales and marketing, human resource management, purchasing, management and supervision of construction and technical services, information technology, franchise relations and evaluations, supervision of property repairs and maintenance, supervision of compliance with material contracts relating to the Hotel Properties, leasing, yield management and quality control.

The obligations of the Manager under the Master Hotel Management Agreement are guaranteed by Westmont Hospitality Management Limited. The Manager and the guarantor are both part of the Westmont Group. The obligations of the Operator and its subsidiaries are guaranteed by the REIT and IOT.

The Master Hotel Management Agreement has been effective since July 26, 2002 and has an initial term of 10 years. Thereafter, the agreement is subject to two successive five-year renewal terms, subject to the consent of the Manager and approval by the Operator. In 2008, InnVest exercised the first five-year extension term on the Master Hotel Management Agreement with Westmont, extending the expiration to July 25, 2017. If the REIT acquires any additional hotels, which are not otherwise managed, during the term of the Master Hotel Management Agreement, the Manager will manage such additional hotels in accordance with the Master Hotel Management Agreement for the balance of the term of the agreement. The Master Hotel Management Agreement was amended and restated on December 31, 2010 to accommodate the Stapled Unit structure and to reflect changes to the Portfolio since the REIT’s initial public offering.

The Master Hotel Management Agreement provides for the payment of an annual management fee to the Manager during the term of the agreement, including renewal periods, in an amount equal to 3.375% of gross revenues from the Portfolio, calculated and payable monthly. In addition, the Manager is entitled to an annual incentive fee. The incentive fee is equal to the sum of: (i) 15% of the amount by which 90% of Distributable Income in any year exceeds the First Incentive Fee Hurdle (as defined in the Master Hotel Management Agreement) but is less than or equal to the Second Incentive Fee Hurdle (as defined in the Master Hotel Management Agreement), plus (ii) 20% of the amount by which 90% of Distributable Income

exceeds the Second Incentive Fee Hurdle but is less than or equal to the Third Incentive Fee Hurdle (as defined in the Master Hotel Management Agreement), plus (iii) 25% of the amount by which 90% of Distributable Income exceeds the Third Incentive Fee Hurdle. For this purpose, the First Incentive Fee Hurdle is an amount equal to the product of \$1.125 per Stapled Unit multiplied by the weighted average number of Stapled Units outstanding during the relevant period. The Second Incentive Fee Hurdle is an amount equal to the product of \$1.275 per Stapled Unit multiplied by the weighted average number of Stapled Units outstanding during the relevant period. The Third Incentive Fee Hurdle is an amount equal to the product of \$1.425 per Stapled Unit multiplied by the weighted average number of Stapled Units outstanding during the relevant period. The incentive fee hurdle calculations are subject to customary anti-dilution provisions, primarily to protect the Manager, in the event of certain events including, without limitation, unit splits or consolidations and distributions to Unitholders other than in the ordinary course of business resulting from, among other things, refinancings or asset sales. For example, such a distribution would lead to a proportional reduction in the incentive fee hurdles and, conversely, a unit consolidation would lead to a proportional increase in the incentive fee hurdles. The distribution of IOT Non-Voting Units to Unitholders pursuant to the Reorganization was specifically carved out of the anti-dilution provisions.

In addition to the base management fee and incentive fee, the Manager is entitled to: (i) reasonable fees based on a percentage of the cost of purchasing certain goods and supplies for the Hotel Businesses and of certain construction costs and certain capital expenditures, and (ii) fees for accounting services. The Manager is also entitled to be reimbursed for all reasonable out-of-pocket costs and expenses (other than general and administrative expenses or overhead costs except as otherwise provided in the administrative services agreements discussed below under “– Other Agreements”) incurred by the Manager in the performance of its duties under the Agreement, provided that such costs have been identified in a budget approved by the Operator or otherwise are approved in writing by the Operator prior to being incurred by the Manager.

Internalization of the management of the Hotel Businesses on the basis of payment to the Manager of a fee in excess of the sum of the base management fee and incentive fee payable during the 12 months preceding such internalization is subject to the approval of not less than 66 2/3% of the votes cast by holders of REIT Units (excluding REIT Units beneficially owned by or on behalf of the Westmont Group) and holders of IOT Voting Units (or, following a Triggering Event, holders of IOT Voting Units and holders of IOT Non-Voting Units) at a meeting called for such purpose.

The Operator has the right to terminate the Master Hotel Management Agreement if, in two consecutive years: (i) certain performance tests relating to the achievement of 80% of the annual budgeted net operating cash flow for the Portfolio are not met, and (ii) a market test relating to the achievement of 90% of the average achieved RevPAR relative to a competitive set of limited service hotels is not satisfied. The termination right will not be triggered if the failure to achieve the performance test is a result of force majeure or specified acts or defaults by the Operator. Unless it is otherwise in default under the Master Hotel Management Agreement, the Manager has the right once during the first five years of the initial term and once during the second five years of the initial term to cure any performance test failure by making a payment to the Operator of the deficiency in net operating cash flow below the performance test criteria. Such payment may, at the Manager’s option, be made by set-off against management fees. If the

Operator terminates the Master Hotel Management Agreement pursuant to its termination right, no compensation is payable to the Manager other than accrued fees and reimbursable costs.

The Manager may terminate the Master Hotel Management Agreement without compensation on six months' prior written notice provided that, upon request of the Operator, the Manager shall delay the effective date of such termination for a further six months. If control of InnVest passes to a person of ill-repute or a competitor of the Manager, the Manager is entitled to terminate the Master Hotel Management Agreement and to receive compensation equal to the base management fee and incentive fee paid in the preceding 12 months. In addition, the Operator and the Manager have termination rights after customary events of default, including bankruptcy or insolvency proceedings or similar events, subject to customary notice and cure rights.

The Master Hotel Management Agreement provides that the Operator will make a termination payment to the Manager if InnVest sells a hotel or hotels to an unrelated third party during the term of the agreement and the Manager is not continued as manager of the hotel or hotels that are sold. If the hotel or hotels being sold in any 12 month period represent 10% or less of the Gross Book Value of the Portfolio, such termination payment will be equal to the sum of the base management fee and incentive fee reasonably allocable to the hotel or hotels over the 12 months immediately preceding the sale. If the hotel or hotels being sold in any 12 month period represent more than 10% of the Gross Book Value of the Portfolio, such termination payment will be the amount that is equal to the base management fee and incentive fee over the 36 months immediately preceding the sale reasonably allocable to the hotel or hotels being sold that represent in excess of 10% of the Gross Book Value of the Portfolio.

Any sale or assignment of the Master Hotel Management Agreement by the Manager or change of control of the Manager is subject to the approval of the Operator, which approval shall not be unreasonably withheld if the person acquiring the agreement or control of the Manager is a hotel management company having comparable experience and operating and service standards equal to or better than those of the Manager and if all consents, approvals or waivers required under applicable franchise agreements, mortgages, agreements with Choice Canada and Choice International and land leases which contain restrictions relating to a sale or assignment of the Master Hotel Management Agreement or a change of control of the Manager have been obtained without material adverse consequence or material cost to InnVest.

Certain significant decisions or consents by the Operator, such as renewal terms and extensions, consents to assignment of the Master Hotel Management Agreement or change of control of the Manager are subject to ratification by the Independent Trustees on behalf of the REIT and the independent advisory committee of IOT (or, following a Triggering Event the independent trustees of IOT) on behalf of IOT and the approval of annual budgets and other reimbursements to the Manager are subject to the approval of the REIT Trustees on behalf of the REIT and the IOT Trustees on behalf of IOT, in each case as the indirect and direct controlling shareholder, respectively, of the general partner of the Operator. In consideration for services rendered in 2009 and 2010, the Manager was paid approximately \$11.7 million and \$11.7 million respectively in management fees and approximately \$5.5 million and \$5.8 million respectively for other services.

Other Management Agreements

Hilton Worldwide (“Hilton”) manages two Hilton hotel properties for InnVest. The agreements provide for the payment of an annual management fee to Hilton in an amount equal to 2% of gross revenues during the term of the agreements. The agreements mature on December 31, 2026. For the year ended December 31, 2010, total management fees paid to Hilton were \$1.1 million (2009 - \$1.1 million).

Delta Hotels Limited (“Delta”) manages 10 Delta hotel properties for InnVest. The hotel management agreements provide for the payment of an annual management fee to Delta in an amount of 2% to 3% of total revenues from the hotel. Delta can qualify for an incentive management fee of 0.5% of total revenues from the hotel if the hotel’s annual gross operating profit is greater than the budgeted gross operating profit, for the two hotels purchased by the REIT in 2006. The incentive management fees for the other eight hotels are calculated based on net operating income from hotel operations plus amortization less the capital replacement reserve, in excess of a threshold. The agreements mature from December 31, 2011 to December 31, 2047. For the year ended December 31, 2010, total management fees paid to Delta for these hotels were \$4.5 million (2009 - \$4.7 million).

Fairmont Hotels Inc. (“Fairmont”) manages three hotel properties for InnVest. The hotel management agreements provide for the payment of a base management fee and an incentive management fee to Fairmont. The base management fee is equal to 3% of total hotel revenues. The incentive management fees are calculated based on net operating income from hotel operations plus amortization less the capital replacement reserve, in excess of a threshold. The agreements mature from December 31, 2023 to December 31, 2047. For the year ended December 31, 2010, total management fees paid to Fairmont for these hotels were \$3.3 million (2009 - \$3.8 million).

Fairmont may also receive a portfolio incentive fee for which two Fairmont properties and four Delta properties participate. The portfolio incentive fees are calculated based on net operating income from hotel operations plus amortization less the capital replacement reserve, in excess of a threshold. There were no portfolio incentive fees owed for the years 2009 and 2010.

Other Agreements with the Manager

Pursuant to amended and restated administrative services agreements dated as of December 31, 2010, the Manager provides to the REIT, IOT and the Operator certain administrative and support services, including the provision of: (i) office space and office equipment; (ii) communications and computer systems; and (iii) such administrative and secretarial support services as reasonably required from time to time to support the ongoing administration and operation of the REIT, IOT and the Operator. Such services will be provided on a cost recovery basis pursuant to a budget to be agreed and approved annually by 66 2/3% of the Independent Trustees and the independent advisory committee of IOT (or, following a Triggering Event, the independent trustees of IOT).

The administrative services agreements have the same term as the Master Hotel Management Agreement. The REIT, IOT and the Operator may terminate their respective

administrative services agreements if the Master Hotel Management Agreement is terminated. The aggregate fee paid to the Manager for the provision of the services under the administrative services agreements for the year ended December 31, 2010 was \$451,000 (2009 - \$450,000). This amount is included in the total amount paid under the Master Hotel Management Agreement as noted under the caption “— Master Hotel Management Agreement”.

For certain hotels owned by InnVest and not managed by the Manager, the Manager is entitled to an asset management fee based on a fixed percentage of the purchase price of the hotel or a fixed percentage of hotel operating income, subject to an annual minimum fee, pursuant to an asset supervisory agreement between the Manager, the Operator and a subsidiary of the Operator. For the year ended December 31, 2010, total asset management fees paid were \$2.0 million (2009 - \$2.0 million). This amount is included in the total amount paid under the Master Hotel Management Agreement as noted under the caption “— Master Hotel Management Agreement”.

AUDIT COMMITTEE

The audit committee of the REIT consists of Frank Anderson (Chairman), Michael P. Kitt and Minhas N. Mohamed, each of whom is an independent trustee who is financially literate in accordance with National Instrument 52-110 – *Audit Committees* (“NI 52-110”) adopted by the Canadian Securities Administrators. The following table describes the education and experience of each audit committee member that is relevant to the performance of his responsibilities as an audit committee member.

Name of Audit Committee Member	Relevant Education and Experience
Frank Anderson	<ul style="list-style-type: none">• Senior partner in the Toronto office of a major accounting firm until his retirement in 1999• Undergraduate degree in Economics• C.A. designation from the Institute of Chartered Accountants of Scotland
Michael P. Kitt	<ul style="list-style-type: none">• Fellow of the Institute of Chartered Accountants of Ontario• Executive Vice President, Canada of Oxford Properties Group, an owner, developer, investor and manager of real estate• From 1996 to October 31, 2006 was the Executive Vice-President, Development for a major commercial real estate company, which invests in, owns and manages commercial real estate• Prior to 1996, was Portfolio Manager, Real Estate for the Ontario Teachers’ Pension Plan Board
Minhas N. Mohamed	<ul style="list-style-type: none">• Chartered Financial Analyst• President, C.E.O. and Co-Founder of MMV Financial Inc. and has over 20 years of experience in the financing of technology and emerging growth companies• Chartered Accountant• Chartered Financial Analyst

The audit committee charter of the REIT is attached to this Annual Information Form as Appendix B. The REIT’s policies and procedures for the engagement of the external auditor for non-audit services are set forth in section 8.2 of the REIT’s audit committee charter.

Pursuant to a decision of the Ontario Securities Commission, as principal regulator, dated May 3, 2010 (the “Exemption Order”), IOT is not required to appoint an independent audit committee or otherwise comply with NI 52-110 for so long as certain conditions are met, including, among other things, that the financial statements of IOT are consolidated into, or combined with, the financial statements of the REIT in accordance with applicable accounting principles, that the audit committee of the REIT is responsible for overseeing the work of the external auditors in respect of such consolidated or combined financial statements, and that the REIT complies with NI 52-110. The IOT Declaration of Trust requires the IOT Trustees to appoint an independent audit committee as soon as practicable following a Triggering Event. A copy of the Exemption Order is available at www.osc.gov.on.ca.

Fees Paid to Deloitte & Touche

The table below summarizes the fees paid by the REIT and its subsidiaries to Deloitte & Touche during 2009 and 2010.

	2010	2009
Audit Fees ⁽¹⁾	\$475,000	\$475,000
Audit-Related Fees ⁽²⁾	464,000	263,500
Tax Fees ⁽³⁾	-	-
All Other Fees ⁽⁴⁾	45,900	62,000
	\$984,900	\$800,500

Notes:

- 1) Audit services related to the REIT’s audited annual financial statements.
- 2) Assurance and related services that were reasonably related to the performance of the audit or review of the REIT’s financial statements (or those of its subsidiaries) and are not reported under Audit Fees. The services comprising such fees were primarily related to the quarterly reviews of the REIT’s financial statements and management discussion and analysis as well as the preparation for transition to International Financial Reporting Standards (IFRS). In 2010, audit-related fees also included services comprising the review of a convertible debenture prospectus as well as services related to a pension plan audit. In 2009, audit-related fees also included services comprising the review of an equity prospectus and a convertible debenture prospectus as well as services related to a pension plan audit.
- 3) Professional services rendered for tax compliance, tax advice and property tax services provided to the REIT and its subsidiaries.
- 4) The services comprising such fees were related to professional services rendered for translation services and compliance reports.

RISK FACTORS

Real Estate Investment Risks

As InnVest owns hotel properties, its investments are subject to risks generally incident to the ownership of real property. One of the factors contributing to the underlying value of InnVest’s real estate investments and its income and ability to make distributions to its Unitholders is the ability of the Operator and its subsidiary partnerships under the supervision of the Manager, to operate the hotels in the Portfolio and any subsequently acquired hotels in a manner sufficient to maintain or increase revenues and to generate sufficient income in excess of

operating expenses. Income from the hotels may be adversely affected by changes in national economic conditions, changes in local market conditions due to changes in general or local economic conditions and neighbourhood characteristics, changes in interest rates and in the availability, cost and terms of mortgage funds, the impact of present or future environmental legislation and compliance with environmental laws, the ongoing need for capital improvements, particularly in older structures, changes in real estate assessed values and taxes payable on such values and other operating expenses, changes in governmental laws, regulations, rules and fiscal policies, changes in zoning laws, civil unrest, acts of God, including earthquakes and other natural disasters and acts of terrorism or war (which may result in uninsured losses). When interest rates increase, the cost of acquiring, developing, expanding or renovating real property increases and real property values may decrease as the number of potential buyers decreases. Similarly, as financing becomes less available, it becomes more difficult to both acquire and to sell real property, and also impacts InnVest's ability to refinance properties on reasonable terms. Finally, governments can, under eminent domain laws, expropriate or take real property for less compensation than an owner believes the property is worth. Almost all of these factors are beyond the control of InnVest and the Manager.

Real estate investments are relatively illiquid. There can be no assurance that InnVest will be able to dispose of an investment when it finds disposition advantageous or necessary or that the sale price of any disposition will recoup or exceed the amount of InnVest's investment. The ability of InnVest to vary its real estate portfolio in response to changes in economic and other conditions will be limited. If InnVest were required to liquidate its real property investments, the proceeds to it might be significantly less than the aggregate carrying value of its properties.

Hotel Industry Risks

The REIT directly or indirectly owns, and IOT (through the Operator) operates, hotels. As a result, InnVest is subject to the operating risks inherent in the Canadian hotel industry. These risks include:

- cyclical downturns arising from changes in general and local economic conditions;
- changes in the level of business and commercial travel and tourism;
- increases in the supply of accommodations in local markets which may adversely affect the results of operations;
- competition from other hotels;
- the recurring need for renovation, refurbishment and improvement of hotel properties;
- changes in wages, prices, energy costs and construction and maintenance costs that may result from inflation, government regulations, changes in interest rates or currency fluctuations;
- seasonal fluctuations in hotel operating income produced throughout the year;
- availability of financing for operating or capital requirements;

- increases in operating costs due to inflation which may not necessarily be offset by increased room rates;
- increases in expenses of travel, particularly automotive travel; and
- other factors, including medical concerns related to travelling to Canada, acts of terrorism, natural disasters, extreme weather conditions and labour shortages, work stoppages or disputes.

In addition to the foregoing, there are economic trends and factors that may be beyond InnVest's control which affect its operations and business. Such trends and factors include adverse changes in the conditions in the hotel industry, including those described above, and the conditions in the domestic or global economy generally. Such trends and factors could result in geographical disparities among regions. Although InnVest's performance is affected by the general condition of the economy, not all of its service areas are affected equally. It is not possible for management to accurately predict economic fluctuations and the impact of such fluctuations on the InnVest's performance.

Competition

The Canadian hotel industry is highly competitive. Each of the hotels in the Portfolio is located in an area that includes other hotels owned or operated by third parties. InnVest competes locally and regionally with existing hotels and will compete with hotels that may be developed in the future. Some of the competitors of hotels in the Portfolio may have substantially greater marketing and financial resources than InnVest. The number of competitive hotel properties in a particular area could have a material adverse effect on the occupancy rates and ADR of the hotels in the Portfolio.

The Westmont Group continues to own hotels and, subject to the non-competition arrangement relating to the acquisition of limited service hotels in Canada competing in the budget or economy sector of the hotel market, may, in certain circumstances, acquire additional hotels, including limited service hotels that compete with InnVest properties. An affiliate of the Manager also currently manages approximately 35 hotels in Canada that are not included in the Portfolio, and the Westmont Group may manage additional hotels not owned by InnVest, including limited service hotels. These managed properties may also compete with properties owned by InnVest.

Availability of Cash Flow

Distributable Income accruing to Unitholders may exceed actual cash available to InnVest from time to time because of items such as principal repayments, capital expenditures, seasonal fluctuations in operating results and redemption of REIT Units, IOT Voting Units or IOT Non-Voting Units, if any. InnVest may be required to borrow funds or reduce distributions in order to accommodate such items. InnVest anticipates temporarily funding such items, if necessary, through its operating loan facility, to the extent that it is available.

Cash Distributions Are Not Guaranteed and May Fluctuate with InnVest's Performance

Cash distributions are not guaranteed and may fluctuate with InnVest's performance. InnVest depends on revenue generated from the Portfolio to make such distributions. There can be no assurance regarding the amount of revenue generated by the Portfolio. The amount of Distributable Income will depend upon numerous factors, including the profitability of the Portfolio, fluctuations in working capital, interest rates, capital expenditures, and other factors which may be beyond InnVest's control. If the REIT Trustees or the IOT Trustees determine that it would be in the best interests of the REIT or IOT, as the case may be, they may reduce for any period the percentage of Distributable Income to be distributed to the Unitholders.

The REIT reduced distributions paid to Unitholders in November 2008 and again in September 2009. The reductions were implemented in light of the uncertain economic conditions which existed at the time and the REIT Trustees' desire to take a prudent approach to distributions in order to strengthen InnVest's balance sheet and liquidity.

In order to ensure that the REIT Units, IOT Voting Units and IOT Non-Voting Units are accounted for as equity under IFRS, the REIT and IOT are not obligated by the REIT Declaration of Trust and the IOT Declaration of Trust, respectively, to distribute a minimum percentage of Distributable Income to Unitholders. If the REIT or IOT does not distribute in a year an amount at least equal to its net income for income tax purposes, it generally will be subject to tax on the deficiency at the top individual marginal rate.

Borrowing Risks

As at December 31, 2010, InnVest had approximately \$847.2 million of indebtedness excluding the Pre-Reorganization Debentures, representing a Financial Leverage Ratio of approximately 38.3%, and approximately \$1.1 billion of indebtedness including the Pre-Reorganization Debentures, representing a Financial Leverage Ratio of approximately 50.0%.

InnVest is subject to the risks associated with debt financing, including the risks that cash flow from operations will be insufficient to meet required payments of principal and interest, the risk that existing debt will not be able to be refinanced or that the terms of such refinancings will not be as favourable to InnVest. In such circumstances, if InnVest was in need of capital to repay indebtedness in accordance with its terms or otherwise, it could be required to liquidate one or more investments in hotel properties at times which may not permit realization of the maximum return on such investments or could be required to agree to additional financing on unfavourable terms.

In addition, InnVest is subject to the risk that its interest expense may increase on the refinancing of existing indebtedness or on any portion of its indebtedness that bears interest at floating rates if interest rates increase, which could have a material adverse effect on the results of operations of InnVest and its ability to make distributions. As at December 31, 2010, 11.4% of InnVest's mortgage debt is at a floating rate.

InnVest's financing arrangements contain certain covenants, including a covenant that the lender under an existing credit facility shall have the right to approve any change of the hotel

manager for the relevant Hotel Properties, covenants restricting transfers of the relevant Hotel Properties, including transfers among InnVest and its affiliates, covenants restricting InnVest's ability to sell the Operator and covenants to provide cash reserves for major capital expenditures from time to time. Future financing agreements may contain similar, or more restrictive, provisions and covenants. If InnVest fails to comply with the restrictions in current or future financing arrangements, its lenders may be able to accelerate related debt as well as any other debt to which a cross default or cross acceleration provision applies. A default could also allow creditors to foreclose, sell or realize on the property securing such debt or exercise other remedies against InnVest. Credit facilities typically require repayment of funds or cash flow sweeps when certain coverage ratios are not met.

InnVest and the Operator have granted security interests over substantially all of their assets to secure indebtedness owing under mortgages and credit facilities. If InnVest is not able to meet its debt service obligations, it risks the loss of some or all of its assets to foreclosure or sale.

Tax Related Risks

Sift Legislation

Under the SIFT Legislation, most publicly traded income funds are taxed on their income commencing no later than 2011 in a similar manner to Canadian public corporations. In order to not be subject to tax under the SIFT Legislation, the REIT must continuously be a Qualifying REIT from the beginning of 2011 onwards.

On December 31, 2010, the REIT completed the Reorganization in order to become a Qualifying REIT. Under the Reorganization, the REIT transferred all of its directly and indirectly held operating assets and its indirect 50% interest in Choice Canada to IOT. IOT is not a Qualifying REIT and will be taxed in a similar manner to a corporation under the SIFT Legislation. However, it is expected that revenue earned by the REIT, consisting primarily of rent received from the Operator and its subsidiaries, will not be taxed at the REIT level if the REIT distributes all of its Distributable Income.

No advance income tax ruling was sought from the Canada Revenue Agency ("CRA") that the Reorganization accomplished its objective of the REIT becoming a Qualifying REIT, and there is a risk that the CRA could challenge this result. Furthermore, the requirements for the Qualifying REIT exception to the SIFT Legislation (the "REIT Exception") must be satisfied throughout the taxation year and the SIFT Legislation does not provide any grace periods for the correction of temporary breaches. For instance, even the temporary holding by IMLP (or the REIT) of cash or other intangible personal property that was used by it in the course of carrying on a business and that represented 10% or more of the fair market value of all its property at that time likely would cause the REIT to not qualify as a Qualifying REIT for the whole of the taxation year in question. There also can be no assurance that the Tax Act will not be amended to restrict or eliminate access by the REIT to the REIT Exception. Given these considerations, there is a risk that the REIT will not qualify under the REIT Exception for one or more of its 2011 or subsequent taxation years. Were this to occur, the amount of monthly cash distributions

on the REIT Units (and therefore the aggregate distributions on the Stapled Units) could be negatively affected.

Mutual Fund Trust Status of the REIT and IOT

The provision by the REIT and IOT of the IOT Debenture Guarantee and the REIT Debenture Guarantee, respectively, would cause both the REIT and IOT to not qualify as a mutual fund trust for purposes of the Tax Act if the giving of such guarantees represented undertakings other than that of investing in property. The published position of the CRA is that, although the giving of guarantees may cause the guarantor to be engaged in an undertaking other than the investing of its funds in property, where there is a high degree of integration between the giving of a guarantee for no fee and the guarantor's investment undertakings, such guarantee will not, in and of itself, cause the guarantor to be considered to have an undertaking other than the investing of its funds in property. There are a number of bases that support a view that the provision of the IOT Debenture Guarantee and the REIT Debenture Guarantee, respectively, would satisfy this integration test, including (i) the commercial desirability of the 5.75% Series F Stapled Debentures representing the equivalent of a joint and several obligation of the REIT and IOT, (ii) the impracticable nature of achieving such joint and several liability within the time constraints of the bought deal offering pursuant to which the 5.75% Series F Stapled Debentures were issued (the "2011 Offering") otherwise than through the provision of the IOT Debenture Guarantee and the REIT Debenture Guarantee, respectively, (iii) the sole use by the REIT and IOT of the proceeds of the 2011 Offering for investment in IMLP and IHLP, and (iv) the extensive integration and interdependence of the respective businesses carried on by the REIT through IMLP (virtually all of whose revenues are derived from IHLP and its subsidiaries) and by IOT through IHLP (all of whose hotels are rented from IMLP and its subsidiaries). However, there can be no assurance that the CRA will agree with this view. If the CRA did not so agree and the REIT and IOT were determined to not qualify as mutual fund trusts for purposes of the Tax Act, there likely would be material adverse consequences to them and the Unitholders including each of the REIT and IOT becoming subject to a 36% tax under Part XII.2 of the Tax Act on all or substantially all of its income in any taxation year in which it was determined not to have qualified as a mutual fund trust. As the REIT and IOT do not currently intend to file their trust returns on the basis that they are subject to Part XII.2 tax, there likely would be no ability of any Unitholders to receive a refund of all or any portion of their pro rata share of any subsequent assessment by the CRA of the REIT or IOT for Part XII.2 tax for such taxation year.

Risks Related to the Stapled Structure

Voting Rights in IOT

Prior to a Triggering Event, and provided that all of the IOT Voting Units are held by the REIT and its affiliates, holders of Stapled Units will not, subject to the class voting rights described under "Description of Units and Declarations of Trust – IOT Units", be entitled to receive notice of, attend or vote at meetings of IOT unitholders, including for the election of the IOT Trustees. The REIT, through its direct or indirect ownership of the IOT Voting Units, will control IOT and elect the IOT Trustees. Holders of Stapled Units will be entitled to vote at all meetings of holders of REIT Units, including the election of the REIT Trustees; however, there

can be no assurance that the REIT or its affiliate will exercise its voting rights in IOT in the same manner as a holder of Stapled Units would exercise such voting rights if it had them.

Independence of IOT Trustees

Prior to a Triggering Event, IOT need not have trustees who are independent within the meaning of Canadian securities laws. None of the current IOT Trustees are independent. IOT is required to appoint an independent advisory committee, consisting of at least three individuals who are independent of IOT, the approval of which will be required to enter into transactions with Related Parties. However, a member of the IOT independent advisory committee will not have the duties or powers of a trustee. In addition, the holders of Stapled Units will not be entitled to approve or reject any appointee to such committee. The IOT independent advisory committee is currently comprised of all of the Independent Trustees of the REIT.

Compliance with Securities Laws following Triggering Event

IOT intends to rely on certain exemptions from Canadian securities laws set out in the Exemption Order, including with respect to certain continuous disclosure requirements and the requirement to have an independent audit committee. If there is a Triggering Event, or if certain other conditions of such exemptive relief are not met, IOT will be in default of certain requirements of Canadian securities laws until it complies in full with such requirements. The IOT Declaration of Trust requires the IOT Trustees, as soon as practicable following a Triggering Event, to call a meeting of unitholders to elect a minimum of three independent trustees and to appoint an audit committee consisting entirely of independent trustees. Nevertheless, such independent trustees must (a) be identified by IOT, (b) agree to be nominated as trustees and (c) be elected at a duly constituted meeting of the IOT unitholders. Accordingly, such trustees may not be elected for several months after the Triggering Event. IOT is required by the IOT Declaration of Trust to maintain its independent advisory committee until such independent trustees are elected.

Timing and Cost of Desirable Event of Uncoupling

An Event of Uncoupling will occur only (a) in the event that Unitholders vote in favour of the uncoupling of the REIT Units and the IOT Non-Voting Units, or (b) at the sole discretion of the REIT Trustees or the IOT Trustees, but only in response to certain insolvency-related events in respect of the REIT, IOT or their respective subsidiaries. As a result of changes in applicable tax laws or otherwise, it may become desirable to uncouple the REIT Units and the IOT Non-Voting Units such that the two securities trade separately. There can be no assurance that such an uncoupling will be accomplished in a timely manner, or at all, and InnVest may incur significant expenditures related to administrative expenses, legal and tax advice, holding a meeting of unitholders or otherwise to effect an uncoupling of the REIT Units and the IOT Non-Voting Units. The market value of the Stapled Units may decline significantly if a desirable uncoupling cannot be effected in a timely manner or at all.

De-listing of Securities on Event of Uncoupling

Upon an Event of Uncoupling, the IOT Non-Voting Units and the Series F REIT Debentures and Series F IOT Debentures will be de-listed from the TSX. The REIT Units will continue to be listed on the TSX and will be posted for trading in substitution for the Stapled Units, subject to the REIT continuing to meet the TSX's listing requirements. Accordingly, there may be no market through which a holder of IOT Non-Voting Units, Series F REIT Debentures or Series F IOT Debentures can liquidate its investment following an Event of Uncoupling. The IOT Declaration of Trust, the 2011 IOT Indenture and the 2011 REIT Indenture require the IOT Trustees or the REIT Trustees, as the case may be, to use all reasonable efforts to obtain and maintain a listing for the IOT Non-Voting Units and the Series F REIT Debentures and Series F IOT Debentures following an Event of Uncoupling (including, if necessary, consolidating the Series F REIT Debentures and/or Series F IOT Debentures so that each such debenture has a \$1,000 principal face amount), but there can be no assurance that the IOT Non-Voting Units, Series F REIT Debentures or Series F IOT Debentures will be separately re-listed and posted for trading on the TSX or any other stock exchange, or that a market for the IOT Non-Voting Units, Series F REIT Debentures or Series F IOT Debentures will develop. If the IOT Non-Voting Units are de-listed, IOT may no longer qualify as a "mutual fund trust" for purposes of the Tax Act and securities of IOT may cease to be qualified investments for Exempt Plans.

Availability of Additional Capital

InnVest utilizes cash flow from operations and credit facilities to support operating requirements, to fund capital expenditures, to make acquisitions and to pay distributions to Unitholders. Each year, InnVest sets aside between 3% and 5% of revenues at each hotel for the replacement of its furniture, fixture and equipment reserve and capital improvements ("FF&E reserve"). For the year ended December 31, 2010, InnVest invested \$39.4 million in capital expenditures within the Portfolio. This compares to InnVest's FF&E reserve of \$25.1 million for the year. The incremental \$14.3 million invested above the reserve reflects a number of profit-improving projects. These included guestroom renovations at the Fairmont Palliser in Calgary as well as the completion of meeting space renovations and the beginning of room renovations at the Hilton Quebec City. In addition, investments included the brand re-launch of InnVest's Holiday Inn and Holiday Inn Express hotels in keeping with the respective brands' global brand initiatives. Several of these projects will be completed in 2011.

Where the cost of capital improvements exceeds the FF&E reserve, or the cost of certain capital improvements reduces the reserve to significantly lower levels, InnVest will be required to fund these activities principally by issuing additional Stapled Units or incurring additional indebtedness. Access to capital markets for additional Stapled Unit financings and the availability of additional borrowing will depend on prevailing market conditions and the acceptability of the terms offered. In addition, the REIT Declaration of Trust and the IOT Declaration of Trust prohibit the REIT and IOT, respectively, from incurring or assuming any indebtedness if it would result in the Financial Leverage Ratio exceeding 50% (60% including convertible debentures). In order to address its transition to IFRS, InnVest expects to put into place amendments to the REIT Declaration of Trust and the IOT Declaration of Trust that will increase these limitations. See "Investment Guidelines and Operating Policies – Operating Policies."

During the year ended December 31, 2010, the REIT completed a public offering for \$75.0 million of 6.00% Series E Debentures. In March 2011, InnVest completed a public offering for \$25.2 million of Stapled Units and \$50.0 million of 5.75% Series F Stapled Debentures. There can be no assurance that InnVest will be able to complete additional equity financings or borrow additional funds on terms acceptable to it, or at all. If InnVest were unable to secure additional funding for acquisitions or required improvements, it would be required to curtail these activities, which could have a material adverse effect on its results of operations and financial condition. Were this to occur, the amount of monthly cash distributions could be negatively affected.

Lender Concentration

At December 31, 2010, InnVest has outstanding indebtedness with nine lenders including Canadian banks, institutional lenders, life insurance companies, credit unions and commercial mortgage backed securities lenders. Over 80% of InnVest's outstanding indebtedness (excluding convertible debentures) is with one lender. There is a limited pool of lenders able to finance debt of significant size in the Canadian market, particularly for borrowers in the hospitality industry. InnVest is subject to the risk that its lenders, particularly its largest lender, may tighten borrowing conditions and be unable to renew financing on terms acceptable to InnVest, or at all. If InnVest's currently outstanding debt is refinanced on less favourable terms or cannot be refinanced on terms acceptable to InnVest this may negatively impact its Distributable Income.

Franchised Hotels

With the exception of one hotel, each of the hotels in the Portfolio is subject to a franchise agreement, and any hotels InnVest invests in after the date of this Annual Information Form may also be operated under franchise agreements. The continuation of the franchises is subject to specified operating standards and other terms and conditions. Such standards are often subject to change over time, in some cases at the discretion of the franchisor, and may restrict a franchisee's ability to make improvements or modifications to a hotel property without the consent of the franchisor. Franchisors typically periodically inspect licensed properties to confirm adherence to operating standards. The failure of a hotel in the Portfolio to conform to such standards or the failure of InnVest or the Operator to maintain such standards or adhere to such other terms and conditions could result in the loss or cancellation of the franchise agreement and potential liquidated damages. In a large portfolio, it is typical that, each year, several hotels will fail to pass such inspections. From time to time, hotels in the Portfolio have not passed an inspection but have subsequently passed inspections upon correction of noted deficiencies. It is possible that a franchisor could condition the continuation of a franchise agreement on the completion of capital improvements which the IOT Trustees determine are too expensive or otherwise unwarranted in light of general economic conditions or the operating results or prospects of the affected hotel. In that event, the IOT Trustees may elect to allow the franchise agreement to lapse. If a franchise were terminated, InnVest and the Operator would generally seek to obtain a suitable replacement franchise. However, there can be no assurance that InnVest and the Operator would be able to obtain a suitable replacement franchise on acceptable terms, or at all. The loss of a franchise agreement could have a material adverse effect upon the operations or the underlying value of the hotel covered by the franchise because of the

loss of associated name recognition, marketing support and centralized reservation systems provided by the franchisor.

Ninety-three of the hotels in the Portfolio are operated under Choice Canada franchises. Despite the Operator's 50% indirect ownership of Choice Canada, under Choice Canada's master franchise agreement with Choice International, the Choice branded hotels in the Portfolio are required to operate to standards determined by Choice Canada, and representatives of Choice Canada must approve any hotel to be re-flagged under a Choice flag. InnVest is subject to risks related to the concentration in the Portfolio of hotels operating under the Choice flags, including the risk of a reduction in hotel revenue following any adverse publicity related to the Choice flags, which could have a material adverse effect on InnVest's results of operations and financial condition.

Reliance on Franchisees by Choice Canada

The growth of Choice Canada's business is, in part, dependent on its ability to attract and retain qualified franchisees in Canada and on the ability of Choice Canada's franchisees to maximize penetration of their designated markets and operate their hotels successfully. Although Choice Canada has established criteria to evaluate prospective franchisees, there can be no assurance that its existing or future franchisees will have the business abilities or access to financial resources necessary to open the required number of hotels or that they will successfully develop or operate these hotels in their franchise areas in a manner consistent with Choice Canada's standards. There can be no assurance that Choice Canada will be able to attract qualified franchisees.

Unpredictability and Volatility of Stapled Unit Price

The Stapled Units will not necessarily trade at values determined by reference to the underlying value of InnVest's business. The prices at which the Stapled Units will trade cannot be predicted. The market price of the Stapled Units could be subject to significant fluctuations in response to variations in quarterly operating results and other factors. The annual yield on the Stapled Units as compared to the annual yield on other financial instruments may also influence the price of Stapled Units in the public trading markets.

The global securities market, including the Canadian real estate investment trust market, experienced significant declines during 2008 and early 2009. The securities market may experience further volatility, which may adversely affect the market price of the Stapled Units. These declines can be unrelated or disproportionate to the operating performance, underlying asset values or prospects of particular issuers.

Consumer Privacy and Data Use and Security

InnVest and its customers are subject to regulations related to privacy and data use and security. Failure to adequately restrict logical or physical access to information (data or programs) could result in the unauthorized knowledge and use of confidential information by others.

In mid-2010, new standards relating to credit card payment security were implemented. The Payment Card Industry Data Security Standard (“PCI DSS”) is a multifaceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. This comprehensive standard is intended to help organizations proactively protect customer payment card account data. All entities that transmit, process or store payment card data must be compliant with PCI DSS.

Regulation of privacy, data use and security may materially increase InnVest’s and its customers’ costs. Failure to comply with the privacy and data use and security laws, regulations and/or standards, specifically PCI DSS, could result in financial penalties to InnVest as well as the risk of losing its ability to process credit card payments at hotels.

Future Sales of Securities

As at March 28, 2011, 93,327,986 Stapled Units were outstanding (124,334,249 Stapled Units after giving effect to the conversion of all convertible debentures). The Westmont Group owns 8.5% of the Stapled Units (6.4% of the Stapled Units after giving effect to the conversion of all convertible debentures). All of the currently outstanding Stapled Units are eligible for sale in the public market, subject to any applicable restrictions under securities laws. The Westmont Group, or other large Unitholders, may at any time sell any or all of the Stapled Units or other securities of the REIT and/or IOT that they own.

Sales of a substantial number of Stapled Units or other securities of the REIT and/or IOT in the public market could adversely affect the prevailing market price of the Stapled Units or other securities of the REIT and/or IOT and could impair InnVest’s ability to raise additional capital through an offering of equity securities.

Potential Labour Disruptions

A significant number of the employees employed at the hotels in the Portfolio are unionized and governed by collective agreements. The bargaining rights of the unions at these hotels are site specific to the employees at each particular hotel. Individual hotels have experienced, and may in the future experience, labour disruptions or difficulties which could affect the short term operating performance of particular hotels. Relations with employees could deteriorate due to disputes related to, among other things, wage or benefit levels or InnVest’s response to changes in government regulation of workers in the workplace. Hotel operations rely heavily on employees. Any labour shortage or stoppage caused by disagreements with employees, including unionized employees, could adversely affect the ability of InnVest’s hotels to operate, its occupancy and room revenue, and/or damage InnVest’s reputation. Any such labour difficulties could have a material adverse effect on InnVest’s results of operations, business, prospects and financial condition.

Acquisition Strategy Risks

In addition to seeking operational efficiencies in the operation of the Portfolio, InnVest will seek to increase cash flow and enhance Stapled Unit value by acquiring additional hotel properties that meet its investment criteria and by applying its operating strategy to improve the financial performance of the subsequently acquired hotels. Acquisitions entail risks that investments will fail to perform in accordance with expectations and that judgments with respect to the costs of improvements to bring an acquired property up to appropriate standards will prove inaccurate, as well as general investment risks associated with any new real estate investment.

Environmental Risks

Under various environmental laws and regulations, a current or previous owner or operator of real property may be liable for the costs of remediation of contamination or hazardous or toxic substances on, under or in a property. Environmental laws and regulations often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of such contamination or hazardous or toxic substances. In addition, the presence of contamination or hazardous or toxic substances, or the failure to remediate contamination properly, may adversely affect the owner's ability to borrow using a property as collateral. In connection with the ownership of the Portfolio, InnVest may be potentially liable for any such remediation costs.

In connection with InnVest's acquisition of the Portfolio, Phase I environmental site assessments and, where appropriate, Phase II environmental site assessments were completed in respect of each of the Hotel Properties. Based on the results of these assessments, InnVest believes that the Hotel Properties are operated in substantial compliance with all material environmental laws and regulations and that the current estimated cost of remediation or capital expenditures with respect to actual or potential environmental conditions will not have a material adverse effect on InnVest's results of operations, business, prospects and financial condition. There can be no assurance that such assessments have identified all material environmental contamination or hazardous or toxic substances or violations of environmental laws or regulations. Further, the costs involved for remediation of the contaminated property can be difficult to estimate and could exceed current estimated amounts.

The Operator, directly or through its subsidiary partnerships, intends to make the necessary capital and operating expenditures to comply with environmental laws and regulations. Although there can be no assurances, InnVest does not believe that costs relating to environmental matters will have a material adverse effect on its results of operations, business, prospects and financial condition. However, environmental laws and regulations may change and InnVest or its subsidiaries may become subject to more stringent environmental laws and regulations in the future. Compliance with more stringent environmental laws and regulations may have a material adverse effect on InnVest's results of operations, business, prospects and financial condition. Environmental laws and regulations may also limit future development or expansion of the Hotel Properties.

Uninsured and Underinsured Losses

The REIT Declaration of Trust and the IOT Declaration of Trust require that the REIT and IOT, respectively, obtain and maintain at all times insurance coverage in respect of their potential liabilities and the accidental loss of value of their assets from risks, in amounts, with such insurers, and on such terms as the REIT Trustees and the IOT Trustees consider appropriate, taking into account all relevant factors including the practices of owners of comparable properties. Management believes that the insurance coverage to be maintained is of the type and amount customarily obtained for or by an owner of real property assets. However, there are certain types of losses, generally resulting from catastrophic events, such as earthquakes and floods or acts of terrorism that may be uninsurable or not economically insurable. The REIT Trustees and the IOT Trustees will use their discretion in determining amounts, coverage limits and deductibility provisions of insurance, with a view to maintaining appropriate insurance coverage on InnVest's investments at a reasonable cost and on suitable terms. This may result in insurance coverage that, in the event of a substantial loss, would not be sufficient to pay the full current market value or current replacement cost of InnVest's lost investment. Certain factors, including inflation, changes in building codes and ordinances and environmental considerations, also might make it unattractive to use insurance proceeds to replace the property after such property has been damaged or destroyed. Under such circumstances, the insurance proceeds received by InnVest might not be adequate to restore its economic position with respect to such property.

Reliance on Key Personnel

InnVest and the Manager depend on the services of certain key personnel. The loss of the services of any of these key personnel could have a material adverse effect on InnVest. In addition, certain of these personnel are generally required to devote only 50% of business hours to managing the affairs of InnVest. Furthermore, the employment agreements of these key employees will be terminated upon termination of the Master Hotel Management Agreement and may be terminated by InnVest upon the expiry and non-renewal of the term of the Master Hotel Management Agreement.

Dependence on and Relationship with the Manager

The Manager provides hotel management services to the Operator and its subsidiary partnerships. InnVest is dependent on the Manager with respect to the management and the operation of the hotels in the Portfolio. Under the Master Hotel Management Agreement, the Westmont Group may sell the Manager or sell or assign the Master Hotel Management Agreement subject, in each case, to the approval of not less than 66 2/3% of the Independent Trustees, which shall not be unreasonably withheld if the person acquiring the agreement or control of the Manager is a hotel management company having comparable experience and operating and service standards equal to or better than those of the Manager and if all necessary third party consents and other approvals have been obtained without adverse consequence to InnVest. The Manager currently has the right to terminate the agreement, generally on six months' notice. There is no assurance that the strategic relationships between InnVest and the

Manager will be maintained in the future. There can be no assurance that if the Manager were to terminate the Master Hotel Management Agreement a suitable replacement would be found.

Termination Rights under Master Hotel Management Agreement

The Master Hotel Management Agreement has been effective since July 26, 2002 and was amended and restated on December 31, 2010. The initial term was 10 years with two five year renewal rights subject to the consent of the Manager and approval of the Independent Trustees. In 2008, the REIT exercised the first five-year extension term on the Master Hotel Management Agreement, extending the expiry to July 25, 2017.

During the initial 10 year term, there is no express right of termination by InnVest absent customary events of default, including bankruptcy or insolvency proceedings or similar events, or underperformance over two consecutive years relative both to budget and to average RevPAR of a competitive set of limited service hotels. In the event that hotels representing less than 10% of the Gross Book Value of the Portfolio are sold in any 12 month period and the Manager is not continued as manager of the hotels, InnVest has the ability to terminate the agreement in respect of the hotels sold upon the payment of an amount equal to the base and incentive fee allocable to the hotels during the preceding twelve months. In the event that hotels representing more than 10% of the value of the initial Portfolio are sold in any 12 month period and the Manager is not continued as manager of the hotels, then the termination fee will be based on the base and incentive fees during the preceding 36 months allocable to the hotels being sold that represent in excess of 10% of the Gross Book Value of the Portfolio.

Potential Conflicts of Interest

The REIT was established to purchase, directly and indirectly, the original portfolio of 114 hotel properties. The Independent Trustees have not received independent advice pertaining to the agreements that were entered into by the REIT, the Manager and the REIT's promoters in connection with the purchase of the original portfolio and the REIT's initial public offering.

In addition, InnVest may be subject to various conflicts of interest because of the fact that the Manager and its respective directors, officers and associates, as well as the REIT Trustees and the IOT Trustees, are engaged in a wide range of business activities, including hotel management, acquisition and ownership. Additionally, certain trustees and officers of the REIT and IOT are officers and directors of entities that are a part of the Westmont Group, which could give rise to conflicts of interest. InnVest may become involved in transactions which conflict with the interests of the foregoing. The trustees and officers of the REIT and IOT and associates or affiliates of the Manager may from time to time deal with persons, firms, institutions or corporations with which InnVest may be dealing, or which may be seeking investments similar to those desired by it. The interests of these persons could conflict with those of InnVest. In addition, from time to time, these persons may be competing with InnVest for available investment opportunities. The REIT Declaration of Trust and the IOT The Declaration of Trust contain provisions to address these potential conflicts of interest. See "Management Structure – Conflict of Interest Restrictions and Provisions" and "Management Structure – Independent Trustee Matters".

Conversion to International Financial Reporting Standards

In early 2008, the Canadian Accounting Standards Board (“CASB”) confirmed January 1, 2011 as the date on which IFRS will replace current Canadian standards and interpretations as Canadian GAAP for publicly accountable enterprises. The transition date of January 1, 2011 will require the restatement for comparative purposes of amounts reported by InnVest for the year ending December 31, 2010. InnVest will present its first IFRS financial statements for the first quarter of 2011.

InnVest has established an implementation team comprised of members of senior management to facilitate the conversion to IFRS. This team is in the process of finalizing the implementation of the conversion plan to convert InnVest’s consolidated financial statements to IFRS as required. The conversion plan addresses certain matters including changes in accounting policies, the restatement of comparative periods, organizational and internal control, the modification of existing systems and the training and awareness of staff, in addition to the impact on other related business matters.

The International Accounting Standards Board is currently in the process of amending numerous IFRS accounting standards that will be applicable to InnVest. The evaluation of the potential impact of IFRS on InnVest’s consolidated financial statements will be an ongoing process as new standards and amendments to existing standards are issued.

InnVest has identified differences between IFRS and Canadian GAAP and selected policy choices available under IFRS. The main differences identified relate to the accounting for InnVest’s hotel properties, the impairment testing thereof and accounting for joint ventures, business combinations and trust units each as fully described in InnVest’s most recent MD&A.

While the adoption of IFRS will not have an impact on the determination of cash flow from operations, InnVest does expect it to affect InnVest’s reported financial position and results of operations. In particular, InnVest expects that conversion to IFRS will adversely impact its debt ratio given the deemed value adjustment at conversion. Although there is no increase in actual debt outstanding, the adjustment will result in an increase to InnVest’s reported gross book value leverage. As a result, the REIT and IOT expect to amend the REIT Declaration of Trust and the IOT Declaration of Trust, respectively, to address their leverage restrictions. Interest and debt coverage ratios are not expected to be materially impacted.

Deterrents to Acquisition of the REIT and/or IOT

Holders of Pre-Organization Debentures or Stapled Debentures may redeem such Debentures at a redemption price of 101% in the event of a change of control of the REIT or, following an Event of Uncoupling, IOT. Further, the Manager has a right, in certain circumstances, to terminate the Master Hotel Management Agreement in the event of a change of control, in which circumstances it would receive a fee equal to the base fee and incentive fee under such agreement for the preceding 12 months. In addition, the REIT has implemented a unitholder rights plan (see “Description of Units and Declarations of Trust – Unitholder Rights Plan”). Moreover, the “stapling” provisions of the REIT Declaration of Trust and the IOT Declaration of Trust could prevent or materially impair the ability of a potential acquirer from

acquiring one, but not both, of the REIT and IOT prior to an Event of Uncoupling. The existence of these provisions may make the REIT and/or IOT less attractive as an acquisition candidate.

Restrictions on Certain Unitholders and Liquidity of Units

The REIT Declaration of Trust and the IOT Declaration of Trust impose restrictions on non-resident Unitholders, who are prohibited from beneficially owning more than 49% of the REIT Units or the aggregate number of IOT Voting Units and IOT Non-Voting Units. This restriction may limit the rights of certain Unitholders, including non-residents of Canada, to acquire such units, to exercise their rights as Unitholders and to initiate and complete take-over bids in respect of such units. In addition, the REIT has implemented a unitholder rights plan (see “Description of Units and Declarations of Trust – Unitholder Rights Plan”). The unitholder rights plan restrictions may deter certain Unitholders from acquiring additional REIT Units or Stapled Units in excess of 20% of the outstanding REIT Units or Stapled Units. As a result, these restrictions may limit the demand for Stapled Units from certain Unitholders and thereby adversely affect the liquidity and market value of the Stapled Units held by the public.

Structural Subordination of Units

In the event of a bankruptcy, liquidation or reorganization of the REIT, IOT or any of their respective subsidiaries, holders of certain of their indebtedness and certain trade creditors will generally be entitled to payment of their claims from the assets of the REIT, IOT or the applicable subsidiaries before any assets are made available for distribution to the Unitholders. The REIT Units, IOT Voting Units and IOT Non-Voting Units will be effectively subordinated to most of the indebtedness and other liabilities of the REIT, IOT and their respective subsidiaries, valued at approximately \$1.1 billion as at December 31, 2010. Neither the REIT, IOT nor any of their respective subsidiaries will be limited in its ability to incur additional secured or unsecured indebtedness.

Redemption Right

It is anticipated that the redemption right attaching to REIT Units, IOT Voting Units and IOT Non-Voting Units will not be the primary mechanism for holders of such units to liquidate their investments. Cash redemptions are subject to limitations as described under “Description of Units and Declarations of Trust – Redemption Right”. Notes which may be distributed *in specie* to Unitholders in connection with a redemption will not be listed on any stock exchange. No established market is expected to develop in such notes and they may be subject to resale restrictions under applicable securities laws.

Nature of Units

Securities such as the REIT Units, IOT Voting Units and IOT Non-Voting Units are hybrids in that they share certain attributes common to both equity securities and debt instruments. As holders of such units, Unitholders do not have certain statutory rights normally associated with ownership of shares of a corporation including, for example, the right to bring “oppression” or “derivative” actions or to exercise “dissent rights”.

Possibility of Unitholder Liability

Recourse for any liability of the REIT or IOT is intended to be limited to their respective assets. The REIT Declaration of Trust and the IOT Declaration of Trust provide that no Unitholder or annuitant under a plan of which a Unitholder acts as trustee or carrier (an “annuitant”) will be held to have any personal liability as such, and that no resort shall be had to the private property of any Unitholder or annuitant to satisfy any obligation or claim arising out of or in connection with any contract, obligation or liability of the REIT, IOT or their respective trustees.

On December 16, 2004, the *Trust Beneficiaries’ Liability Act, 2004* (Ontario) came into effect. This statute protects annuitants and Unitholders of the REIT and IOT, in their capacity as beneficiaries, from liability for any act, default, obligation or liability of the REIT, IOT or any of their respective trustees arising on or after December 16, 2004. However, because of uncertainties in the law relating to investment trusts prior to December 16, 2004, there is a risk (which is considered by counsel to be remote in the circumstances) that a Unitholder or annuitant could be held personally liable for obligations of the REIT (to the extent that claims are not satisfied by the REIT) in respect of breaches of contracts that the REIT entered into, and for certain liabilities arising other than out of contract including claims in tort, claims for taxes, and possibly certain other statutory liabilities that arose, prior to December 16, 2004. The REIT Trustees have caused the REIT’s operations to be conducted in such a way as to minimize any such risk, including by obtaining appropriate insurance and, where feasible, attempting to have every material written contract or commitment of the REIT contain an express disavowal of liability against the Unitholders (which in the opinion of the REIT’s counsel will be effective). However, in conducting its affairs, the REIT has acquired real property investments, which may be subject to existing contractual obligations, including under leases. Where possible, the REIT has used reasonable efforts to have any of these obligations modified so as not to be binding on any of the Unitholders or annuitants personally.

LEGAL PROCEEDINGS

InnVest is not involved in any legal proceedings which would have a material effect on InnVest.

INTEREST OF EXPERTS

Deloitte & Touche has prepared an auditor’s report on the annual financial statements of the REIT for the years ended December 31, 2010 and December 31, 2009. Deloitte & Touche has advised that they are independent with respect to the REIT within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of Ontario.

ADDITIONAL INFORMATION

Additional information relating to the REIT and IOT may be found on SEDAR at www.sedar.com. Additional information, including trustees' and officers' remuneration and indebtedness, principal holders of the REIT's securities and securities authorized for issuance under equity compensation plans, if applicable, is contained in the REIT's information circular for its most recent annual meeting of Unitholders that involves the election of REIT Trustees.

Additional financial information is provided in the REIT's financial statements and MD&A for its most recently completed financial year which are also available at www.sedar.com and on the REIT's website, www.investreit.com.

APPENDIX A

GLOSSARY OF TERMS

The following terms used in this Annual Information Form have the meanings set out below.

“**ADR**” means the average daily room rate, determined by dividing gross room revenue by the number of occupied room nights in the applicable period.

“**affiliate**” means, with respect to any person or limited partnership, any other person or limited partnership directly or indirectly controlling, controlled by or under direct or indirect, control with, such person.

“**associate**” has the meaning ascribed thereto in the *Securities Act* (Ontario).

“**CBCA**” means the *Canada Business Corporations Act*.

“**Choice Canada**” means Choice Hotels Canada Inc.

“**Choice International**” means Choice Hotels International, Inc.

“**Computershare**” means Computershare Trust Company of Canada.

“**Deloitte & Touche**” means Deloitte & Touche LLP, the external auditors of the REIT.

“**Distributable Income**” has the meaning ascribed thereto under “Information about this Annual Information Form — Use of ‘Distributable Income’” on page 1 hereof.

“**Exempt Plans**” means trusts governed by registered retirement savings plans, registered retirement income plans, registered disability savings plans, deferred profit sharing plans, registered education savings plans and tax-free savings accounts, each as defined in the Tax Act.

“**Existing Management Agreements**” means the hotel management agreements existing at the time of the REIT’s initial public offering between a subsidiary of the Operator and certain subsidiaries of the REIT in respect of the day-to-day management of the Hotel Businesses at certain of the Hotel Properties, which management responsibilities were delegated to the Manager pursuant to the Master Hotel Management Agreement.

“**Financial Leverage Ratio**” means, at any time, the ratio of total consolidated indebtedness of the REIT and prior to an Event of Uncoupling and without duplication, IOT, as shown on its then most recent publicly issued balance sheet (calculated in accordance with GAAP but excluding non-interest bearing indebtedness, trade accounts payable and, for greater certainty, deferred income tax liability) to Gross Book Value.

“**GAAP**” means generally accepted accounting principles applicable to reporting issuers in Canada.

“**Gross Book Value**” means, at any time, the aggregate book value of the assets of the REIT and, prior to an Event of Uncoupling and without duplication, IOT, as shown on its then most recent publicly issued balance sheet, plus the amount of accumulated depreciation and amortization shown thereon, less the amount of deferred income tax liability arising out of the acquisition of the assets directly and indirectly acquired by the REIT or, prior to an Event of Uncoupling, IOT.

“**Hotel Businesses**” means, collectively, the hotel businesses currently carried on at the Hotel Properties consisting of all of the assets involved in the operation of such properties, other than the Hotel Properties themselves, but including all furniture, moveable equipment, licences, contracts, inventory and goodwill in connection therewith, and, where the context requires, includes hotel businesses associated with any additional Hotel Properties acquired by InnVest.

“**Hotel Properties**” means, collectively, the real property, buildings, fixtures (including attached equipment) and leasehold interests, if any, in the 144 hotel properties (excluding the Hotel Businesses) in the Portfolio and, where the context requires, includes any additional hotel properties acquired by InnVest.

“**Independent Trustee**” means a REIT Trustee who is “unrelated” within the meanings of Sections 1.4 and 1.5 of National Instrument 52-110 – *Audit Committees* adopted by the Canadian Securities Administrators. A person serving as a nominee of the Westmont Group pursuant to a right to appoint such person under the REIT Declaration of Trust is deemed not to be an Independent Trustee.

“**IFRS**” means International Financial Reporting Standards.

“**IOT Trustees**” means the trustees of IOT from time to time.

“**Manager**” means Westmont Hospitality Canada Limited and its successors or permitted assigns under the Master Hotel Management Agreement.

“**Maple Leaf**” means Maple Leaf Investment Holdings, L.P., an affiliate of the Manager.

“**Master Hotel Management Agreement**” means the amended and restated master hotel management agreement dated as of December 31, 2010 between the Operator, the Manager and others and includes, except where the context otherwise indicates, management responsibilities under the Existing Management Agreements delegated to the Manager and any other hotel management agreements executed from time to time between InnVest or its subsidiaries and the Manager with respect to individual hotels in the Portfolio.

“**Operator**” means InnVest Hotels LP, a limited partnership established under the laws of the Province of Manitoba, and includes, unless otherwise indicated or the context otherwise requires, wholly owned subsidiary partnerships of the Operator.

“**Portfolio**” means, collectively, the Hotel Properties and the Hotel Businesses.

“**REIT Trustees**” means the trustees of the REIT from time to time.

“Related Party” means, with respect to any person, a person who is a “related party”, as that term is defined in Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* adopted by the Ontario Securities Commission and the Autorité des marchés financiers, as amended from time to time (including any successor rule or policy thereto), and, with respect to the REIT, shall include the Westmont Group and its affiliates and associates as long as the Westmont Group continues to have the right, pursuant to the Declaration of Trust, (which has not been renounced) to appoint one or more nominees to the board of trustees of the REIT or to act as hotel manager for the Portfolio.

“RevPAR” means revenue per available room, determined by dividing gross room revenues by the number of available room nights in the applicable period.

“Special Resolution” means a resolution passed by not less than ~~66~~⁶⁶% of the votes cast, either in person or by proxy, at a meeting of Unitholders called for the purpose of approving such resolution, or approved in writing by the holders of not less than ~~75~~⁶⁶% of the Units entitled to be voted on such resolution.

“subsidiary” means, with respect to any person, trust or limited partnership, any other person or limited partnership directly or indirectly controlled by such person.

“Tax Act” means the *Income Tax Act* (Canada), as amended.

“TSX” means the Toronto Stock Exchange.

“Unitholders” means the holders from time to time of REIT Units or, from and after December 31, 2010 until the occurrence of an Event of Uncoupling, Stapled Units.

“Westmont Group” means the group of entities under common control commonly referred to as the Westmont Hospitality Group, including Westmont Hospitality Group, Inc., Westmont Hospitality Management Limited, the Manager, Maple Leaf, Westmont Holdings and other related companies.

“Westmont Holdings” means, collectively, Maple Leaf Investments, L.P., Maple Leaf Investments, Inc., Charter Hospitality L.P. and certain of their affiliates.

“Westmont Restricted Parties” means, collectively, the Westmont Group, certain of the Westmont Group principals and other entities managed or controlled by those principals. No other person will be considered a “Westmont Restricted Party” even if it is a Related Party of one of the Westmont Restricted Parties.

“2002 Indenture” means collectively, the trust indenture dated July 26, 2002 between the REIT and Computershare, the first supplemental indenture dated April 2, 2004 between the REIT and Computershare, the second supplemental indenture dated May 16, 2006 between the REIT and Computershare, the third supplemental indenture dated August 3, 2007 between the REIT and Computershare, the fourth supplemental indenture dated December 30, 2009 between the REIT and Computershare, the fifth supplemental indenture dated August 13, 2010 between the REIT and Computershare and the sixth supplemental indenture dated December 31, 2010 between the REIT, IOT and Computershare.

“2011 IOT Indenture” means the trust indenture dated March 15, 2011 between IOT, as issuer, the REIT, as guarantor, and Computershare, as debenture trustee.

“2011 REIT Indenture” means the trust indenture dated March 15, 2011 between the REIT, as issuer, IOT, as guarantor, and Computershare, as debenture trustee.

“6.25% Series A Debentures” means the convertible unsecured subordinated debentures of the REIT due April 15, 2011 with a coupon of 6.25%, which were redeemed in September 2010.

“6.00% Series B Debentures” means the convertible unsecured subordinated debentures of the REIT due May 31, 2013 with a coupon of 6.00%.

“5.85% Series C Debentures” means the extendible convertible unsecured subordinated debentures of the REIT due August 1, 2014 with a coupon of 5.85%.

“6.75% Series D Debentures” means the convertible unsecured subordinated debentures of the REIT due March 31, 2016 with a coupon of 6.75%.

“6.00% Series E Debentures” means the convertible unsecured subordinated debentures of the REIT due March 31, 2017 with a coupon of 6.00%.

“5.75% Series F Stapled Debentures” means the stapled convertible unsecured subordinated debentures of the REIT and IOT due March 30, 2018 with a coupon of 5.75%. Each \$1,000 principal amount of 5.75% Series F Stapled Debentures is comprised of \$850 principal amount of 5.75% convertible unsecured subordinated debentures, Series F, of the REIT (“Series F REIT Debentures”) and \$150 principal amount 5.75% convertible unsecured subordinated debentures, Series F, of IOT (“Series F IOT Debentures”), which debentures must be traded, converted or redeemed together prior to an Event of Uncoupling.

APPENDIX B

AUDIT COMMITTEE MANDATE

1. ESTABLISHMENT OF COMMITTEE

1.1 Establishment of the Audit Committee Confirmed – The establishment of the audit committee of the board of trustees of InnVest Real Estate Investment Trust (the “REIT”) is hereby confirmed with the purpose, constitutions and responsibilities herein set forth.

1.2 Certain Definitions – In this mandate:

- (a) “Board” means the board of Trustees of the REIT;
- (b) “Chair” means the chair of the Committee;
- (c) “Committee” means the audit committee of the Board;
- (d) “External Auditor” means the person occupying the office of auditor of the REIT in accordance with the declaration of trust governing the business and affairs of the REIT;
- (e) “Internal Auditor” means the person responsible for the internal audit function of the Manager;
- (f) “IOT” means InnVest Operations Trust;
- (g) “Mandate” means this written mandate of the Committee and any such mandate for the Committee which the Board resolves from time to time shall be the mandate of the Committee;
- (h) “Manager” means Westmont Hospitality Canada Limited;
- (i) “Triggering Event” has the meaning given ascribed thereto in the declaration of trust governing the business and affairs of IOT; and
- (j) “Trustee” means a member of the Board.

2. PURPOSE

2.1 The Committee’s purpose is to:

- (a) assist Board oversight of:
 - (i) the integrity of the REIT’s financial statements;
 - (ii) the REIT’s compliance with legal and regulatory requirements;

- (iii) the External Auditor's qualifications and independence; and
- (iv) the REIT's systems of internal controls;
- (b) prior to a Triggering Event, oversee the work of the external auditors engaged for the purposes of auditing:
 - (i) the financial information of IOT contained the consolidated financial statements of the REIT for financial reporting periods in respect of which the financial statements of the REIT and IOT can be consolidated under applicable accounting principles; and
 - (ii) the consolidated financial statements of IOT and the combination of such financial statements into the combined financial statements of the REIT and IOT for financial reporting periods in respect of which the financial statements of the REIT and IOT cannot be consolidated, but can be combined, under applicable accounting principles; and
- (c) prepare any report required to be included in the REIT's annual proxy statement relating to the Committee.

3. COMMITTEE MEMBERSHIP

3.1 Number of Members – The Committee shall consist of not fewer than three Trustees.

3.2 Independence of Members – Each member of the Committee shall be:

- (a) a Trustee who is not an officer or employee of the REIT or any of its affiliates; and
- (b) independent for the purposes of the Ontario Securities Commission Multilateral Instrument 52-110 – *Audit Committees*.

3.3 Financial Literacy –

- (a) Requirement – Each member of the Committee shall be financially literate or must become financially literate within a reasonable period of time after his or her appointment to the Committee.
- (b) Definition – “Financially literate” shall mean that the Trustee is able to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to those that can reasonably be expected to be raised by the REIT's financial statements.

3.4 Accounting or Related Financial Experience – One member of the Committee shall at all times have accounting or related financial experience, meaning that such Trustee has, through education and experience:

- (a) an understanding of financial statements and the accounting principles used by the REIT (and, prior to a Triggering Event, IOT) to prepare its financial statements;
- (b) the ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and reserves;
- (c) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the REIT's (or, prior to a Triggering Event, IOT's) financial statements, or experience actively supervising one or more persons engaged in such activities; and
- (d) an understanding of internal controls and procedures for financial reporting.

3.5 Annual Appointment of Members – The appointment of members of the Committee shall take place annually at the first meeting of the Board after a meeting of the members at which Trustees are elected, provided that if the appointment of members of the Committee is not so made, the Trustees who are then serving as members of the Committee shall continue as members of the Committee until their successors are appointed.

3.6 Vacancy – The Board may appoint a member to fill a vacancy which occurs in the Committee between annual elections of Trustees.

4. COMMITTEE CHAIR

4.1 Board to Appoint Chair – The Board shall appoint the Chair from the members of the Committee (or if it fails to do so, the members of the Committee shall appoint the Chair from among its members).

4.2 Chair to be Appointed Annually – The designation of its Chair shall take place annually at the first meeting of the Board after a meeting of the members at which Trustees are elected, provided that if the designation of Chair is not so made, the Trustee who is then serving as Chair shall continue as Chair until his or her successor is appointed.

5. COMMITTEE MEETINGS

5.1 Quorum - A quorum of the Committee shall be a majority of its members and no business shall be transacted by the Committee except at a meeting at which a quorum of the Committee is present.

- 5.2 Secretary - The Chair shall designate from time to time a person who may, but need not, be a member of the Committee, to be Secretary of the Committee.
- 5.3 Time and Place of Meetings - The time and place of the meetings of the Committee and the calling of meetings and the procedure in all things at such meetings shall be determined by the Committee; provided, however, the Committee shall meet at least quarterly.
- 5.4 Right to Vote - Each member of the Committee shall have the right to vote on matters that come before the Committee.
- 5.5 Invitees - The Committee may invite Trustees, officers and employees of the REIT or IOT or any other person to attend meetings of the Committee to assist in the discussion and examination of the matters under consideration by the Committee.
- 5.6 In Camera Meetings - As part of each meeting of the Committee at which the Committee recommends that the Board approve the annual audited financial statements or at which the Committee reviews the quarterly financial statements, the Committee shall meet separately with each of:
- (a) management;
 - (b) the External Auditor; and
 - (c) the Internal Auditor.

6. OUTSIDE ADVISORS

- 6.1 Retaining and Compensating Advisors – The Committee may retain such outside legal, accounting or other advisors as it may consider appropriate and shall not be required to obtain the approval of the Chair of the Board in order to retain or compensate such advisors.

7. REMUNERATION OF COMMITTEE MEMBERS

- 7.1 Trustee Fees Only - No member of the Committee may earn fees from the REIT, IOT (prior to a Triggering Event) or any of their respective subsidiaries other than Trustees' fees (which fees may include cash and/or units or other in-kind consideration ordinarily available to Trustees, as well as all of the regular benefits that other Trustees receive). For greater certainty, no member of the Committee shall accept any consulting, advisory or other compensatory fee from the REIT or, prior to a Triggering Event, IOT.

8. DUTIES AND RESPONSIBILITIES OF THE COMMITTEE

8.1 Financial and Related Information -

- (a) Annual Financial Statements - The Committee shall review and discuss with management and the External Auditor, the REIT's annual financial statements and related MD&A and report thereon to the Board before the Board approves those statements.
- (b) Interim Financial Statements – The Committee shall review and discuss with management and the External Auditor, the REIT's interim financial statements and related MD&A and report thereon to the Board before they are released.
- (c) Accounting Principles - The Committee shall review and discuss with management and the External Auditor:
 - (i) major issues regarding accounting principles and financial statement presentation, including any significant changes in the REIT's selection or application of accounting principles;
 - (ii) analyses prepared by management and/or the External Auditor setting forth significant financial reporting issues and judgments made in connection with the preparation of the financial statements, including analysis of the effects of alternatives in applying Canadian generally accepted accounting principles to the financial statements;
 - (iii) the effect of regulatory and accounting initiatives, as well as off-balance sheet structures on the financial statements of the REIT.
- (d) Management Certification – The Committee shall review and discuss with management and the External Auditor any certification filed with securities regulators in connection with the interim and annual filings as required by applicable securities laws in Canada or otherwise.
- (e) Disclosure of Other Financial Information – The Committee shall discuss with management and the External Auditor, if applicable:
 - (i) the types of information to be disclosed and the type of presentation to be made in connection with earnings press releases;
 - (ii) the type of financial information and earnings guidance (if any) provided to analysts and rating agencies; and
 - (iii) press releases containing financial information (paying particular attention to any use of “pro forma” or “adjusted” non-GAAP,

information) and shall review all earnings press releases before such information is publicly disclosed.

- (f) Related Party Transactions – The Committee shall review all related party transactions disclosed in the financial statements of the REIT.
- (g) Procedures for Review – The Committee shall be satisfied that adequate procedures are in place for the review of the REIT’s disclosure of financial information extracted or derived from the REIT’s financial statements (other than financial statements, MD&A and earnings press releases, which are dealt with elsewhere in this Mandate) and shall periodically assess the adequacy of those procedures.
- (h) Financial Information of IOT – Prior to a Triggering Event, the Committee shall oversee the work of the external auditors engaged for the purposes of auditing:
 - (i) the financial information of IOT contained the consolidated financial statements of the REIT for financial reporting periods in respect of which the financial statements of the REIT and IOT can be consolidated under applicable accounting principles; and
 - (ii) the consolidated financial statements of IOT and the combination of such financial statements into the combined financial statements of the REIT and IOT for financial reporting periods in respect of which the financial statements of the REIT and IOT cannot be consolidated, but can be combined, under applicable accounting principles.

8.2 External Auditor -

- (a) The Committee shall require the External Auditor to confirm in its engagement letter each year that the External Auditor is accountable to the Board and the Committee as representatives of unitholders. The External Auditor shall report directly to the Committee and the Committee shall have direct communication channels with the External Auditor to discuss and review specific issues as appropriate.
- (b) Authority with Respect to External Auditor - As representative of the REIT’s unitholders (who, prior to a Triggering Event will also be the holders of the non-voting units of IOT), the Committee shall be directly responsible for the appointment, compensation and oversight of the work of the External Auditor, including resolution of disagreements between management of the REIT (and, prior to a Triggering Event, IOT) and the External Auditor regarding financial reporting, for the purpose of preparing or issuing an audit report or performing other audit, review or attest services for the REIT (or, prior to a Triggering Event, IOT). In this capacity, the Committee shall have sole responsibility for recommending

to the Board the person to be proposed to the REIT's unitholders for appointment as external auditor (who, prior to a Triggering Event will also be the external auditor of IOT), the compensation of the external auditor and whether at any time the incumbent external auditor should be removed from office.

- (c) Competency of External Auditor - Once each year (and otherwise as the Chair may consider appropriate) the Committee shall review a report by the external auditor indicating:
 - (i) that they are a member in good standing with the Canadian Public Accounting Board ("CPAB"); and
 - (ii) any sanctions or restrictions imposed by the CPAB.
- (d) Review of Audit Problems - The Committee shall review with the External Auditor any problems or difficulties encountered during the audit, and management's response.
- (e) Independence - The Committee shall satisfy itself as to the independence of the External Auditor. As part of this process:
 - (i) The Committee shall require the External Auditor to submit on a periodic basis to the audit committee, a formal written statement delineating all relationships between the External Auditor and the REIT (and, prior to a Triggering Event, IOT). The Committee is responsible for reviewing any disclosed relationships or services that may impact the objectivity and independence of the External Auditor and for recommending that the Board take appropriate action in response to the External Auditor's statement to satisfy itself of the External Auditor's independence.
 - (ii) The Committee shall approve any non-audit services to be provided by the External Auditor to the REIT or any subsidiary entity (including, prior to a Triggering Event, IOT) prior to the commencement of any work.
 - (iii) The Committee shall approve any proposal by the REIT (or, prior to a Triggering Event, IOT) to hire employees and former employees of the REIT's External Auditor or former external auditor.

8.3 Internal Controls -

- (a) Regular Reporting - The Internal Auditor of the Manager shall report regularly to the Committee and the Committee shall have direct communication channels with the Internal Auditor to discuss and review specific issues as appropriate.
- (b) Management Letter – The Committee shall review and discuss with management and the External Auditor the management letter prepared by the External Auditors in conjunction with the annual audit of the REIT and, if applicable, IOT.
- (c) Control Deficiencies – The Committee shall review and discuss with management and the External Auditor major issues as to the adequacy of the REIT’s (and, prior to a Triggering Event, IOT’s) internal controls and any special audit steps adopted in light of material control deficiencies.
- (d) Oversight of Internal Controls - The Committee shall oversee management reporting on the REIT’s (and, prior to a Triggering Event, IOT’s) internal controls over financial reporting.

8.4 Risk Assessment and Risk Management - The Committee shall discuss the REIT’s (and, prior to a Triggering Event, IOT’s) major financial risk exposures and the steps management has taken to monitor and control such exposures.

9. WHISTLE BLOWING

9.1 Procedure – The Committee shall put in place procedures for:

- (a) the receipt, retention and treatment of complaints received by the REIT (or, prior to a Triggering Event, IOT) regarding accounting, internal accounting controls or auditing matters; and
- (b) the confidential, anonymous submission by employees of the REIT (or, prior to a Triggering Event, IOT) of concerns regarding questionable accounting or auditing matters.

10. REPORTING TO THE BOARD

10.1 Regular Reporting - The Committee shall report to the Board following each meeting of the Committee and at such other times as the Chair may determine to be appropriate.

11. EVALUATION OF COMMITTEE PERFORMANCE

11.1 Establish Process - The Committee shall follow the process established by the Board’s corporate governance committee for assessing the performance of the Committee.

11.2 Amendments to Mandate

- (a) Review by Audit Committee - The Committee shall recommend to the Board on an annual basis, any amendments it considers desirable to the Mandate.
- (b) Review by Board – The Board will review and reassess the adequacy of the Mandate on an annual basis and at such other times as it considers appropriate.

12. LEGISLATIVE AND REGULATORY CHANGES

12.1 Compliance – It is the Board’s intention that the Mandate shall reflect at all times all legislative and regulatory requirements applicable to the Committee as well as any best practice guidelines recommended by regulators or stock exchanges with whom the REIT (or, prior to a Triggering Event, IOT) has a reporting relationship. Accordingly, this Mandate shall be deemed to have been updated to reflect any amendments to such legislative and regulatory requirements and such best practice guidelines and shall be formally amended at least annually to reflect such amendments.