EQUITON RESIDENTIAL INCOME FUND TRUST

OFFERING MEMORANDUM

April 27, 2026

This Confidential Offering Memorandum constitutes an offering of the securities described herein only in Canada and to those persons to whom they may be lawfully offered for sale and only by persons permitted to sell these securities. This Confidential Offering Memorandum is not, and under no circumstances is it to be construed as, a prospectus or advertisement or a public offering of securities. No securities commission or similar authority in Canada or in any other jurisdiction has reviewed this Confidential Offering Memorandum or in any way passed upon the merits of the securities offered hereunder and any representation to the contrary is an offence. Persons who will be acquiring securities pursuant to this Confidential Offering Memorandum will not have the benefit of the review of this material by a securities commission or similar authority.

This Confidential Offering Memorandum is intended for use by investors solely in connection with the consideration of the purchase of these securities. No person is authorized to give any information or to make any representation not contained in this Confidential Offering Memorandum in connection with the offering of these securities and, if given or made, no such information or representation may be relied upon. This Confidential Offering Memorandum is confidential. By their acceptance hereof prospective investors agree that they will not transmit, reproduce or make available to anyone this Confidential Offering Memorandum or any information contained herein.

EQUITON RESIDENTIAL INCOME FUND TRUST

OFFERING MEMORANDUM

Continuous Private Placement Offering

Date:	**April 27, 2026**
The Trust:	**EQUITON RESIDENTIAL INCOME FUND TRUST** (the "**Trust**")
Head office:	1111 International Blvd, Suite 500, Burlington, ON, L7L 6W1
Phone #:	905-635-1381
Fax #:	905-635-3981
E-mail address:	inquiries@equiton.com
Website	equiton.com
Currently listed or quoted?	**No. These securities do not and are not expected to trade on any exchange or market.**
Reporting issuer?	No.
SEDAR+ filer?	Yes, but only as required pursuant to section 2.9 of National Instrument 45-106 – *Prospectus Exemptions*. The Trust is not a reporting issuer and does not file continuous disclosure documents on SEDAR+ that are required to be filed by reporting issuers.

The Offering

Securities Offered:	An unlimited number of Class A, Class C, Class E, Class F, and Class I trust units of the Trust (collectively, the "**Trust Units**").
Price Per Security:	The price per Trust Unit is determined by the Trustees from time to time and set forth in the subscription agreement(s) entered into between the Subscribers and the Trust (the "**Subscription Price**").
Minimum/Maximum Offering:	**There is no minimum or maximum amount for the Offering (as defined herein). The Trust will offer an unlimited number of Trust Units on a continuous basis. You may be the only purchaser. Funds available under the Offering may not be sufficient to accomplish our proposed objectives. "*The Trust – Insufficient Funds*".**
Minimum Subscription Amount:	$25,000 in respect of the Class A Trust Units, Class E Trust Units and Class F Trust Units, the Class C Minimum Investment Amount (as defined herein) in respect of the Class C Trust Units and the Class I Minimum Investment Amount (as defined herein) in respect of the Class I Trust Units, or such lower amount as determined by the Trust in its sole discretion. See "*Purchase Options*" and "*Subscription Procedure*".
Payment Terms:	Payment in full by certified cheque, bank draft or direct deposit of the Subscription Price is to be made with the delivery of a duly executed and completed subscription agreement to the Trust. See "*Subscription Procedure*".
Proposed Closing Date(s):	Closings will take place periodically as agreed upon by the Trust, the Equiton Agent (as defined herein) and the Subscriber.
Income Tax Consequences:	There are important tax consequences to acquiring, holding and disposing of these securities. See "*Certain Canadian Federal Income Tax Considerations*".
Selling Agents:	A person has received or will receive compensation for the sale of securities under the Offering. Equiton Capital Inc. (the "**Equiton Agent**") acts as lead selling agent in connection with the Offering. The Equiton Agent may, at its discretion, engage one or more sub-agents as selling agents. In addition, from time to time, the Trust may separately engage additional selling agents in connection with the Offering (collectively, the "**Selling Agents**"). **In connection with the Offering, the Trust is a "connected" or "related" issuer of the Equiton Agent under applicable Canadian securities laws. Jason Roque, a trustee of the Trust, indirectly, through wholly owned subsidiaries, controls the Equiton Agent and is a director and the Chief Executive Officer of the Equiton Agent. In addition, Helen Hurlbut, a trustee of the Trust, is the President & Chief Financial Officer of the Equiton Agent. In addition, the Equiton Agent acts exclusively for certain companies that are either directly or indirectly controlled and/or beneficially owned by Jason Roque, or which**

	hold securities in companies that are either directly or indirectly controlled and/or beneficially owned by Jason Roque. **The decision to distribute the Trust Units and the determination of the terms of the distribution were not negotiated at arm's length between the Equiton Agent and the Trust. The determination by the Trust to proceed with the Offering was not made at the request or suggestion of the Equiton Agent. The Equiton Agent will not receive any benefit in connection with the Offering other than its portion of the Equiton Agent's Fees payable by the Trust to the Equiton Agent described under "*Compensation Paid to Sellers and Finders*". The proceeds of the Offering will not be applied for the benefit of the Equiton Agent. However, the proceeds of the Offering will be used by the Trust to invest in the Partnership (as defined herein), the General Partner (as defined herein) of which is an Affiliate of the Equiton Agent. The General Partner and the Equiton Agent are Related Parties (as defined herein) to the Trust.** **See "*Compensation Paid to Sellers and Finders*", "*Relationship Between the Trust, the Equiton Agent and Other Related Parties*" and "*Purchase Options*".**
Resale Restrictions:	You will be restricted from selling your Trust Units for an indefinite period. See "*Resale Restrictions*".
Payments to Related Party:	Some of your investment will be paid to a Related Party of the Trust. See "*Use of Available Funds*".
Redemption Rights:	**You will have a right to require the Trust to redeem your Trust Units, but this right is qualified by restrictions and the Redemption Price (as defined herein) payable may be subject to set-off against certain fees. As a result, you might not receive the amount of proceeds that you want. See "*Purchase Options*".** The Trust Units are redeemable upon demand of the Trust Unitholder. However, these redemption rights are subject to limitations, including a monthly cash redemption limit of $50,000 in respect of all Trust Units tendered for redemption in a calendar month. The Trustees, in their sole discretion, may waive all or part of the monthly cash redemption limit. If the redemptions tendered in a calendar month exceed the foregoing limit, then the Trust may satisfy the payment of the Redemption Amount (as defined herein), in part, by the issuance of Redemption Notes (as defined herein), subject to the Trust Unitholder's right to withdraw such redemption request. Any Redemption Notes which may be received as a result of a redemption of Trust Units will likely not be qualified investments for a Registered Plan and may have adverse tax consequences if held by a Registered Plan. See "*Material Contracts – Declaration of Trust*", and *"Redemption of Trust Units*", and "*Certain Canadian*

	Federal Income Tax Considerations – Eligibility for Investment by Registered Plans".
Subscriber's Rights:	You have two (2) Business Days to cancel your agreement to purchase these securities. If there is a misrepresentation in this Offering Memorandum, you have a right to damages or to cancel the agreement. See "*Subscribers' Rights of Action*".

No securities regulatory authority or regulator has assessed the merits of these securities or reviewed this Offering Memorandum. Any representation to the contrary is an offence. The information disclosed on this page is a summary only. Subscribers should read the entire Offering Memorandum for full details about the Offering. This is a risky investment. See "*Risk Factors*".

Any OM Marketing Materials (as defined herein) prepared by the Trust are deemed to be incorporated by reference into this Offering Memorandum.

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FORWARD LOOKING INFORMATION

This Offering Memorandum and any OM Marketing Materials incorporated by reference may contain forward-looking statements. These statements relate to future events or the Trust's future performance. All statements, other than statements of historical fact, are forward-looking statements. Forward-looking statements are often, but not always, identified by the use of words such as "may", "will", "should", "expect", "plan", "anticipate", "believe", "estimate", "predict", "potential", "targeting", "intend", "could", "might", "continue", or the negative of these terms or other comparable terminology. Forward-looking statements are necessarily based upon management's perceptions of historical trends, current conditions and expected future developments, as well as a number of specific factors and assumptions that, while considered reasonable by management of the Trust as of the date on which the statements are made in this Offering Memorandum or any OM Marketing Materials, are inherently subject to significant business, economic and competitive uncertainties and contingencies which could result in the forward-looking statements ultimately being incorrect. In addition, this Offering Memorandum and any OM Marketing Materials may contain forward-looking statements attributed to third-party industry sources. Neither the Trust nor the Trustees (as defined herein) have independently verified the accuracy or completeness of such information. Undue reliance should not be placed on these forward-looking statements as there can be no assurance that the plans, intentions or expectations upon which they are based will occur.

Forward-looking information contained in this Offering Memorandum includes, but is not limited to, statements with respect to: price of the Trust Units; size of the Offering; use of proceeds of the Offering; the business to be conducted by the Trust and the Partnership; expected or anticipated acquisitions; the issuance of Trust Units pursuant to the DRIP (as defined herein); the expected return on investment for Subscribers (as defined herein); the expected debt levels of the Trust, including assumptions related to debt, interest rates, and repayment terms associated with mortgages for recently acquired properties; expected lease rates; expected average monthly rents; the long term and short term objectives of the Trust and the Partnership; the ability of the Partnership to obtain financing, including the availability of Equiton Loans or issuance of Redeemable LP Units; the availability of funds for distributions; the timing and payment of distributions; the Trust's investment objectives and strategy; treatment under government regulatory regimes and tax laws; the qualification of the Trust as a mutual fund trust; and the methods of funding.

Although the forward-looking statements contained in this Offering Memorandum and any OM Marketing Materials are based upon assumptions that management of the Trust believes are reasonable based on information currently available to management, there can be no assurance that actual results will be consistent with these forward-looking statements. By its nature, forward-looking information involves numerous assumptions, known and unknown risks and uncertainties, both general and specific, that contribute to the possibility that the predictions, forecasts, projections and other forward-looking statements will not occur and may cause actual results or events to differ materially from those anticipated in such forward-looking statements. These risks and uncertainties include, among other things: risks related to the Offering, risks related to the Trust and its business, general economic conditions, governmental regulations, tax and risks related to public health crises. See "*Risk Factors*".

The forward-looking statements contained in this Offering Memorandum or in any OM Marketing Materials are expressly qualified by this cautionary statement. These forward-looking statements speak only as of the date of this Offering Memorandum. The Trust is not under any duty to update any of the forward-looking statements after the date of this Offering Memorandum or in any OM

Marketing Materials, to conform such statements to actual results or to changes in the Trust's expectations except as otherwise required by applicable legislation. The risks and uncertainties attributable to these forward-looking statements may adversely affect the distributions to be made on the Trust Units. Certain of these risk factors are discussed in the section "*Risk Factors*". You should carefully consider the risk factors in addition to the other information provided herein or in any OM Marketing Materials.

OM MARKETING MATERIALS

Any OM Marketing Materials prepared and distributed to investors in connection with the Offering, including any OM Marketing Materials that are effective after the date of this Offering Memorandum and before the termination of the Offering, are deemed to be incorporated by reference in this Offering Memorandum.

Copies of any of the OM Marketing Materials incorporated by reference herein may be obtained on request without charge from the Trust at investors@equiton.com and are publicly available on SEDAR+ or on the Trust's website at www.equiton.com.

Any statement contained in this Offering Memorandum or in a document incorporated or deemed to be incorporated by reference herein is deemed to be modified or superseded for the purposes of this Offering Memorandum to the extent that a statement contained herein or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference herein, modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement is not deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded is not deemed, except as so modified or superseded, to constitute a part of this Offering Memorandum.

Information contained or otherwise accessed through Equiton Partners' website or any third-party website does not form part of this Offering Memorandum or the Offering.

MARKET AND INDUSTRY DATA

This Offering Memorandum includes market and industry data that was obtained from third-party sources, industry publications and publicly available information. Management believes that the industry data is accurate but there can be no assurance as to the accuracy or completeness of such data. Third-party sources generally state that the information contained therein has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of included information. Although management believes it to be reliable, the Trust has not independently verified any of the data or third-party sources referred to in this Offering Memorandum, or analyzed or verified the underlying studies or surveys relied upon or referred to by such sources, or ascertained the underlying economic assumptions relied upon by such sources.

GLOSSARY

"**Additional Committee**" means any additional committee of the Trustees, other than the Finance Committee, which may be established pursuant to the Declaration of Trust.

"**Affiliate**" means a Person considered to be an affiliated entity of another Person within the meaning of NI 45-106.

"**Agency Agreement**" means the amended and restated agency agreement made as of October 27, 2016, with effect as of March 4, 2016, between the Trust and the Equiton Agent, as may be amended or amended and restated from time to time.

"**Applicable Laws**" means in respect of any Person, property, transaction or event, all present and future laws, statutes, regulations, treaties, judgments and decrees applicable to that Person, property, transaction or event and, whether or not having the force of law, all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any Governmental Authority having or purporting to have authority over that Person, property, transaction or event.

"**Asset Management Agreement**" means the amended and restated asset management agreement made as of July 1, 2020 between the Asset Manager and the Partnership, as may be amended, supplemented or amended and restated from time to time.

"**Asset Manager**" means a Person that is engaged for the purpose of providing asset management services to the Partnership and, currently, means Equiton Partners.

"**Associate**" has the meaning given thereto in the *Securities Act* (Ontario), as amended or supplemented from time to time.

"**ATR Rule**" has the meaning set out in "*Certain Canadian Federal Income Tax Considerations*".

"**Auditors**" means the firm of chartered professional accountants appointed as the auditors of the Trust from time to time and, currently, means Doane Grant Thornton LLP.

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

"**Capital Contribution**" means the capital contributed by a Partner to the Partnership pursuant to the LP Agreement.

"**Class**" means any class of Voting Units designated by the Trustees, from time to time.

"**Class A LP Unit**" means a voting Class A limited partnership unit of the Partnership.

"**Class A Purchase Options**" means the two different purchase options by which Subscribers may subscribe for Class A Trust Units, as described in *"Purchase Options"*.

"**Class A Trust Unit**" means a voting Class A trust unit of the Trust.

"**Class C LP Unit**" means a voting Class C limited partnership unit of the Partnership.

"**Class C Minimum Investment Amount**" means an aggregate initial purchase cost not less than an amount determined by the Trustees, unless waived by the Trustees.

"**Class C Trust Unit**" means a voting Class C trust unit of the Trust.

"**Class E LP Unit**" means a voting Class E limited partnership unit of the Partnership.

"**Class E Trust Unit**" means a voting Class E trust unit of the Trust.

"**Class F LP Unit**" means a voting Class F limited partnership unit of the Partnership.

"**Class F Trust Unit**" means a voting Class F trust unit of the Trust.

"**Class I LP Unit**" means a voting Class I limited partnership unit of the Partnership.

"**Class I Minimum Investment Amount**" means an aggregate initial purchase cost not less than an amount determined by the Trustees, unless waived by the Trustees.

"Class I Trust Unit" means a voting Class I trust unit of the Trust.

"**CMHC**" means the Canada Mortgage Housing Corporation.

"**CRA**" means the Canada Revenue Agency.

"**Declaration of Trust**" means the fourth amended and restated declaration of trust of the Trust made as of December 11, 2025, as amended, supplemented or amended and restated from time to time.

"**Dissenting Offeree**" means, where a Take-Over Bid is made for all of the Trust Units other than those held by the Offeror, a Trust Unitholder who does not accept the Take-Over Bid.

"**Distribution Date**" means, in respect of each Distribution Period, a Business Day on or about the 15th day following such Distribution Period or such other distribution date as may be determined by the Trustees in their sole discretion.

"**Distribution Period**" means each calendar month in each fiscal year of the Trust, or such other distribution period as may be determined by the Trustees in their sole discretion.

"**Distribution Record Date**" means, unless otherwise determined by the Trustees, the last Business Day of each Distribution Period, except for the final Distribution Period in the fiscal year of the Trust, where the Distribution Record Date shall be December 31.

"**DRIP**" means the distribution reinvestment plan of the Trust, as may be amended from time to time.

"**Equiton Agent**" means Equiton Capital Inc., a corporation governed by the laws of the Province of Ontario and registered as an exempt market dealer in certain jurisdictions of Canada.

"**Equiton Loans**" means loans (if any) made to the Partnership by Equiton Partners, its Affiliates or by other investment trusts managed by Equiton Partners.

"**Equiton Partners**" means Equiton Partners Inc., a corporation governed by the laws of the Province of Ontario.

"**Equiton Partners Appointees**" has the meaning set out in "*The Trust – Structure*".

"**Fee Based Account**" means an account in which the Subscriber would hold Class F Trust Units and which already has fees attached to the assets in such account and/or where the advisor or portfolio manager is already being paid fees for service such that, if commissions or trailers would be paid to the advisor or portfolio manager, the Subscriber would in effect be paying duplicate fees.

"**Finance Committee**" means the finance committee of the Trustees which may be established pursuant to the Declaration of Trust.

"**Financing Fee**" has the meaning set out in "*Material Contracts – Asset Management Agreement – Asset Manager's Fees*".

"**Focus Activities**" has the meaning set out in "*Material Contracts – Declaration of Trust – Investment Guidelines and Operating Policies*".

"**General Partner**" means Equiton Residential Income Fund GP Inc., a corporation incorporated under the laws of the Province of Ontario to be the general partner of the Partnership, or any successor general partner of the Partnership.

"**generally accepted accounting principles**" or "**GAAP**" means Canadian generally accepted accounting principles, as amended from time to time. Except as otherwise specified, all accounting terms used in this Offering Memorandum shall be construed in accordance with GAAP.

"**Governmental Authority**" means any domestic or foreign government, including, without limitation, any federal, provincial, state, territorial or municipal government, and any government agency, tribunal, commission or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government.

"**Gross Asset Value of the Partnership**" means, at any time,

(a) the greater of:

  (i) the book value of the assets of the Partnership (including the Properties), as shown on its then most recent statement of financial position, plus the amount of accumulated depreciation and amortization thereon, determined in accordance with GAAP; and

  (ii) the historical cost of Properties, plus (A) the carrying value of cash and cash equivalents, (B) the carrying value of mortgages receivable, and (C) the historical cost of other assets and investments used in operations, determined in accordance with GAAP; or

(b) if approved by the Partnership, the aggregate appraised value of the Properties as determined internally by the Partnership or externally by way of third-party appraisals.

"**Gross Book Value**" means, at any time,

(a) the greater of:

(i) the book value of the assets of the Trust, as shown on its then most recent consolidated statement of financial position, plus the amount of accumulated depreciation and amortization thereon; and

(ii) the historical cost of the investment properties, plus (A) the carrying value of cash and cash equivalents, (B) the carrying value of mortgages receivable, and (C) the historical cost of other assets and investments used in operations; or

(b) if approved by a majority of the Trustees, the appraised value of the assets of the Trust.

"**HST**" means the goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada) and its regulations made thereunder.

"**Independent Trustee**" means a Trustee who is independent within the meaning of NI 81-107.

"**Limited Partner**" means any Person who is from time to time admitted to the Partnership as a limited partner of the Partnership in accordance with the provisions of the LP Agreement.

"**LP Agreement**" means the second amended and restated limited partnership agreement made as of July 1, 2020, between the General Partner and the Limited Partners, as it may be amended, supplemented or amended and restated from time to time.

"**LP Unitholders**" means a holder of one or more LP Units.

"**LP Unit**" means a limited partnership unit of the Partnership, including a Class A LP Unit, Class C LP Unit, Class E LP Unit, Class F LP Unit, Class I LP Unit and a Redeemable LP Unit.

"**Market Value**" means the market value of the Trust Units, which shall be determined by the Trustees, in their sole discretion, at least annually, or more frequently as the Trustees may determine, using the methods of determining the Market Value under "*Terms of Trust Units – Valuation Policy*".

"**MI 61-101**" means Multilateral Instrument 61-101 – *Protection of Minority Security* Holders in Special Transactions, as amended from time to time (including any successor rule or policy thereto).

"**Monthly Limit**" means $50,000.

"**Mortgage Insurance Fees**" means fees charged by CMHC or a similar mortgage insurer.

"**Net Realized Capital Gains**" for any taxation year means the amount, if any, by which the aggregate of the capital gains of the Trust realized in such taxation year, calculated in accordance with the provisions of the Tax Act (but without reference to subsection 104(6) thereof), exceeds the aggregate of (i) the aggregate of the capital losses of the Trust realized for such taxation year, calculated in accordance with the provisions of the Tax Act; and (ii) each amount determined by

the Trustees in respect of any net capital loss of the Trust for a prior taxation year that the Trust is permitted by the Tax Act to deduct in computing the taxable income of the Trust for such taxation year.

"**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions*, as amended from time to time (including any successor rule or policy thereto).

"**NI 81-107**" means National Instrument 81-107 – *Independent Review Committee for Investment Funds*, as amended from time to time (including any successor rule or policy thereto).

"**Non-Resident**" has the meaning set out in *"Declaration of Trust – Limitation on Non-Resident Ownership".*

"**Offering**" means the offering of Trust Units pursuant to this Offering Memorandum.

"**Offering Memorandum**" means this confidential offering memorandum, as it may be amended, supplemented or amended and restated from time to time.

"**Offeror**" means a Person, or two or more Persons acting jointly or in concert, that makes a Take-Over Bid.

"**OM Marketing Materials**" means any marketing materials or other written communication, other than an OM standard term sheet (as such term is defined in NI 45-106), intended for prospective Subscribers regarding the Offering that contains material facts relating to the Trust, Trust Units or the Offering.

"**Partners**" means, collectively, the General Partner and the Limited Partners, and "**Partner**" means any of them.

"**Partnership**" means Equiton Residential Income Fund LP, a limited partnership governed by the laws of the Province of Ontario.

"**Partnership Distributable Income**" means for or in respect of any period the consolidated net income of the Partnership and its Subsidiaries for the period computed in accordance with GAAP, subject to certain adjustments, including: (i) adding or adding back the following items, as the case may be: depreciation, amortization, future income tax expense, losses on dispositions of assets and amortization of any net discount on long-term debt assumed from Vendors at rates of interest less than fair value incurred after the date of acquisition; (ii) deducting the following items: future income tax credits, maintenance capital expenditures, interest on convertible debentures or other debt to the extent not already deducted in computing net income, gains on dispositions of assets and amortization of any net premium on long-term debt assumed from Vendors at rates of interest greater than fair value incurred after the date of acquisition; (iii) and other reserves or adjustments as determined by the General Partner in its discretion. Partnership Distributable Income may be estimated by the General Partner whenever the actual amount has not been fully determined. Such estimates shall be adjusted as of a subsequent distribution date of the Partnership when the amount of Partnership Distributable Income has been determined by the General Partner. Partnership Distributable Income shall be calculated for each Distribution Period or other calendar period selected by the General Partner.

"**Person**" means an individual, partnership, limited partnership, corporation, unlimited liability company, trust, unincorporated organization, association, government, or any department or

agency thereof and the successors and assigns thereof or the heirs, executors, administrators or other legal representatives of an individual, or any other entity recognized by law.

"**Properties**" means the properties acquired and set out in Schedule A – Description of Properties, along with such other real estate properties owned by the Partnership from time to time.

"**Property Management Agreement**" means the property management agreement made as of March 1, 2016, between the Property Manager and the Partnership, as it may be amended, supplement or amended and restated from time to time.

"**Property Manager**" means a Person that is engaged for the purpose of providing property management services to the Partnership and, currently, means Equiton Partners.

"**Realization Event**" means (a) a sale or other disposition of a Property, (b) a financing or refinancing of a Property or (c) an issuance of additional LP Units by the Partnership (including, for greater certainty, an issuance of additional LP Units to the Trust following a sale of Trust Units by the Trust).

"**Realization Value**" means the value of the Properties as at the effective time of a Realization Event, as determined by the General Partner, provided that, in respect of a Realization Event that is the issuance of additional LP Units by the Partnership to the Trust following a sale of Trust Units by the Trust, the applicable Realization Value may be determined by reference to the issue price of such Trust Units.

"**Redeemable LP Unit**" means a voting limited partnership unit of the Partnership redeemable at the option of the Partnership, which limited partnership units may only be held by Equiton Partners and its Affiliates. Holders of Redeemable LP Units will receive Special Voting Units that will entitle the holder thereof to one (1) vote at meetings of Voting Unitholders.

"**Redemption Amount**" means an amount equal to the Redemption Price times the number of Trust Units that a Trust Unitholder tenders for redemption, less the costs of implementing the redemption.

"**Redemption Date**" means the 15th day of each and every month. If the 15th day of the month is not a Business Day, the Redemption Date for that month will be the next succeeding Business Day.

"**Redemption Notes**" means promissory notes issued by the Trust to redeeming Trust Unitholders in principal amounts equal to all or a portion of the Redemption Price of the Trust Units to be redeemed, and having the following terms and conditions;

(a) unsecured and bearing interest at a market rate, as determined by the Trustees at the time of issuance, such interest to be payable in cash to the holder of the Redemption Notes in the same manner as distributions under the Declaration of Trust;

(b) may be tendered for payment in the same manner as Trust Units are tendered for redemption; and

(c) having a maturity date determined by the Trustees in their sole discretion, but in any event, not exceeding five (5) years from the date of issuance;

all as more particularly described in *"Material Contracts – Declaration of Trust – Redemption of Trust Units"*.

"**Redemption Notice**" means a notice to the Trustees of the redeeming Unitholder, in a form approved by the Trustees, specifying the Class of Trust Units and the number of Trust Units to be so redeemed.

"**Redemption Price**" means the most recent Market Value of any Trust Units to be redeemed.

"**Registered Plan**" has the meaning set out in "*Certain Canadian Federal Income Tax Considerations – Eligibility for Investment by Registered Plans*".

"**Related Party**" means, with respect to any Person, a Person who is a "related party" as that term is defined in MI 61-101 and, in respect of the Trust, shall include all Subsidiaries and all nominee corporations of the Trust.

"**Resident Canadian**" means a Person who is not a non-resident of Canada for purposes of the Tax Act, or a partnership that is a "Canadian partnership" for purposes of the Tax Act.

"**Securities Act**" means the *Securities Act* (Ontario), R.S.O. 1986, c. S.5, as amended.

"**Short Term Trading Fee**" means the fee (if any) payable by a Trust Unitholder for an early redemption of Trust Units (other than Class E Trust Units), which fee is set out in the Subscription Agreement entered into between the Subscriber and the Trust in respect of the subject Trust Units.

"**Special Resolution**" means a resolution of the Voting Unitholders, approved by not less than 66⅔% of the votes cast by those Persons who vote in person or by proxy at a duly convened meeting of the Trust or by way of a written resolution.

"**Special Voting Units**" means special voting units of the Trust, designated as "Special Voting Units", which shall entitle the holder to one (1) vote per Special Voting Unit and are issued in connection with or in relation to Redeemable LP Units, for the purpose of providing voting rights with respect to the Trust to the holders of the Redeemable LP Units.

"**Subscriber**" means a Subscriber of Trust Units in connection with the Offering.

"**Subsidiary**" means, with respect to any Person (other than an individual), any other Person (other than an individual) the financial results of which would be required to be consolidated with those of the first Person's in the preparation of the first Person's consolidated financial statements if prepared in accordance with generally accepted accounting principles in Canada.

"**Take-Over Bid**" has the meaning given to such term in the Securities Act.

"**Tax Act**" means the *Income Tax* Act, R.S.C. 1985 (5th Supp.), c.1, as amended.

"**Transaction Fee**" has the meaning set out in "*Material Contracts – Asset Management Agreement – Asset Manager's Fees*".

"**Trust**" means Equiton Residential Income Fund Trust.

"**Trust Distributable Income**" means the Trust Income plus the Net Realized Capital Gains, subject to any other adjustments as determined by the Trustees.

"**Trust Income**" means, for any taxation year of the Trust, the amount by which the income of the Trust for such taxation year, computed in accordance with the provisions of the Tax Act (but without reference to paragraph 82(1)(b) and subsection 104(6) thereof) and taking into account such other amounts and adjustments as are determined in the discretion of the Trustees regarding the calculation of income for the purposes of determining the "taxable income" of the Trust, exceeds each amount determined by the Trustees in respect of any non-capital loss for a prior taxation year that the Trust is permitted by the Tax Act to deduct in computing the taxable income of the Trust for such year; provided, however, that capital gains and capital losses will be excluded from the computation of the Trust Income.

"**Trust Property**" means, at any particular time, any and all assets of the Trust, including, without limitation, all proceeds therefrom.

"**Trust Unit**" means a unit of beneficial interest in the Trust and includes a Class A Trust Unit, Class C Trust Unit, Class E Trust Unit, Class F Trust Unit or Class I Trust Unit and a fraction of a unit and such other Classes of units of the Trust authorized by the Trustees from time to time, but for greater certainty does not include a Special Voting Unit.

"**Trust Unitholder**" means a holder of one or more Trust Units.

"**Trustees**" means the trustees of the Trust as appointed from time to time in accordance with the Declaration of Trust.

"**Vendor**" means the vendor of the Properties as applicable.

"**Voting Unitholder**" means a holder of one or more Trust Units or Special Voting Units.

"**Voting Units**" means, together, the Trust Units and the Special Voting Units.

"**Wholesale Costs**" has the meaning set out in "*Compensation Paid to Sellers and Finders*".

SUMMARY

The following is a summary only and is qualified by the more detailed information and financial statements, including the notes thereto, appearing elsewhere in this Offering Memorandum. Certain terms used in this Offering Memorandum are defined in the Glossary. All dollar amounts in this Offering Memorandum are in Canadian dollars unless otherwise indicated.

The Offering

Issuer:	Equiton Residential Income Fund Trust.
Issue:	An unlimited number of Class A, Class C, Class E, Class F and Class I trust units of the Trust (collectively, the "**Trust Units**").
Price:	Determined by the Trustees from time to time and set forth in the subscription agreement(s) entered into between the Subscribers and the Trust.
Eligible Subscribers for Trust Units:	Investors who are eligible to purchase Trust Units on an exempt basis under, and subject to compliance with, applicable securities laws.
Closings:	Closings will take place periodically as agreed upon by the Trust, the Equiton Agent and the Subscriber.
Attributes of Trust Units:	The Trust Units represent the beneficial ownership interest of the holders thereof in the Trust. Each Trust Unit carries one (1) vote at meetings of Voting Unitholders and a holder thereof is entitled to distributions as described herein. See "*Material Contracts – Declaration of Trust*" and "*Terms of Trust Units*".
Use of Proceeds:	Net proceeds of the Offering are to be used to purchase Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units, as applicable. See "*Use of Available Funds*".

Any OM Marketing Materials prepared by the Trust and made available to a prospective investor are deemed to be incorporated by reference into this Offering Memorandum.

Description of Trust

Equiton Residential Income Fund Trust is an unincorporated open-ended real estate investment trust existing pursuant to the Declaration of Trust, governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. See "*Material Contracts – Declaration of Trust*" and "*Terms of Trust Units*". The Trust was established with the objective of investing indirectly in the business of the Partnership through its acquisition of Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units. All or substantially all of the net proceeds of the Offering will be invested in the Partnership through the purchase of Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units, in equal proportion to the number of Class A Trust Units, Class C Trust Units, Class E Trust Units, Class F Trust Units and Class I Trust Units sold pursuant to the Offering.

Management of Trust

The Declaration of Trust provides that the assets and operations of the Trust will be subject to the control and authority of a minimum of two (2) and a maximum of nine (9) Trustees, a majority of whom must be Resident Canadians.

Equiton Partners is entitled to appoint up to four (4) Trustees, provided that following such appointments, a majority of the Trustees are Independent Trustees. Pursuant to NI 81-107, an "independent" trustee is one who has no direct or indirect material relationship with the Trust which could, in the view of the board of trustees, reasonably interfere with a trustee's independent judgement. Trustees (other than the Equiton Partners Appointees) are elected at a special meeting of the Trust Unitholders or in the absence of a special meeting of Trust Unitholders, appointed by the remaining Trustees. Certain decisions respecting the affairs of the Trust must be made by unanimous consent of the Independent Trustees, of which there must be more than one. The Declaration of Trust provides that the Trustees may appoint a Finance Committee and Additional Committees, and the majority of the members of each such committee must be Independent Trustees.

See "*Material Contracts – Declaration of Trust*".

The Asset Manager

Equiton Partners has been engaged by the Partnership to act as the Asset Manager. The Asset Manager is responsible for managing the assets of the Partnership and providing advice with respect to the Partnership's real property investment portfolio and is entitled to receive fees pursuant to the Asset Management Agreement.

The Asset Manager is responsible for: providing ongoing analysis of the market in Canada and elsewhere for multi-unit residential rental properties; providing acquisition, disposition and asset management advice to the Partnership; performing due diligence on any properties being considered for acquisition by the Partnership; hiring and managing specialists, consultants, advisors or other like Persons reasonably required from time to time in furtherance and support of its services, provided that the fees and out-of-pocket costs of each such specialist, consultant and advisor will be for the account of the Partnership and not for the account of the Asset Manager; preparing and distributing annual estimates on a property-by-property basis of the amount to be reserved from the revenues of the Properties for any necessary capital repairs; establishing and maintaining a commercial bank overdraft line of credit to protect the Partnership and any Subsidiary against overdraft charges; using cash reserves from the Properties to manage the cash flow requirements of the Partnership and any Subsidiaries, including the invoice and collection of interest on any short term loans made to individual Subsidiaries from such cash reserves; considering and implementing, in its discretion, as aforesaid, interest rate, currency, commodity and other financial hedges and other policies to manage (increasing, maintaining or decreasing) risk exposure for the Partnership and its Subsidiaries on a consolidated basis; opening and managing any investment, banking, trading or brokerage account required for it to manage the aforementioned financial hedges; and using commercially reasonable efforts to arrange with third-party lenders short and long term financing or refinancing for one or more Properties or for the Partnership, provided the foregoing shall in no circumstances constitute an undertaking by the Asset Manager to make any loan to the Partnership or any Subsidiary at any time in any amount.

See "*Material Contracts – Asset Management Agreement*".

The Property Manager

Equiton Partners has been engaged by the Partnership to act as the Property Manager. The Property Manager is responsible for managing the Properties and is entitled to receive fees pursuant to the Property Management Agreement.

See "*The Property Manage*r" and "*Material Contracts – Property Management Agreement*".

The Partnership's portfolio of residential properties' occupancy of rent ready units as at March 31, 2026 was 96%. Overall, the portfolio is in good condition with an average age of 41 years.

Management and Investment Strategy

The personnel of the Asset Manager have significant experience in all aspects of the rental housing business, including acquisitions and dispositions, finance and administration, property management, construction and renovation, and marketing and sales. See the principal occupation and related experience of Jason Roque and Helen Hurlbut in "*Interests of Trustees, Management, Promoters and Principal Holders – Management Experience*". These skills will permit the Partnership to capitalize upon many multi-unit residential real estate opportunities which may be unavailable to other real estate investors who lack the requisite diversity of real estate experience. Pursuant to the Declaration of Trust, the Trust is limited in acquiring a single asset (excluding any portfolio of properties) with an acquisition cost (net of the amount of debt secured by such asset) of more than 20% of Gross Book Value once Gross Book Value reaches or exceeds one hundred and fifty million dollars ($150,000,000). The Gross Book Value currently exceeds this threshold.

The Asset Manager seeks to enhance the value of the Properties through a number of distinct and well executed strategies, including: a commitment to customer satisfaction; maintenance and repair programs; quality on-site building staff; detailed financial reporting; strategic debt management; enhancement of the Partnership's portfolio; and timely communications and disclosure. The Asset Manager was initially focused on secondary markets as well as value add opportunities, but has now also moved into primary markets as opportunities have become available. The Asset Manager is now focused on building scale and efficiencies in markets in Ontario and expanding into other provinces. Two properties were acquired, one in Alberta and another in British Columbia in 2025 and the Asset Manager will look to expand into other major Canadian Western markets as the Partnership's portfolio grows. The Asset Manager seeks to use the strength of the Partnership's portfolio to obtain more competitive financing and pricing on commodities and contracted expense items. See "*The Trust – The Partnership's Business – Management and Investment Strategies*".

Investment Guidelines and Operating Policies

The Declaration of Trust contains investment guidelines and operating policies. The investment guidelines in the Declaration of Trust set out generally the parameters under which the Trust and its Subsidiaries will be permitted to invest and include, among other things, criteria with respect to the types of properties which the Trust and its Subsidiaries may directly or indirectly acquire and the maximum amount of mortgage loans in which the Trust and its Subsidiaries may invest. The investment guidelines relating to the Focus Activities and the status of the Trust as a "mutual fund trust" for the purposes of the Tax Act may be amended by a Special Resolution at a meeting of the Voting Unitholders called for the purpose of amending such investment guidelines. All of the other investment guidelines may be amended by the Trustees.

The operating policies address, among other things, the level of the Trust's debt and the requirements for insurance coverage and environmental audits. The operating policies may be amended by the Trustees.

See "*Material Contracts – Declaration of Trust – Investment Guidelines and Operating Policies*".

Property Mortgages, Equiton Loans and Redeemable LP Units

No indebtedness shall be incurred or assumed by the Trust, or any Subsidiary of the Trust, or the Partnership, if, after giving effect to the incurring or assumption of the indebtedness, the total indebtedness of the Trust would amount to more than 75% of Gross Book Value. See "*Investment Guidelines and Operating Policies*". See *Schedule "B" – Summary Information about Mortgages*.

Equiton Loans and Redeemable LP Units

In the event that the available funds invested in the Partnership are not sufficient to complete future acquisitions of Properties or other activities of the Partnership, including funding its expenses, the Partnership may arrange the following forms of financing:

(a) Equiton Loans to the Partnership from Equiton Partners in order to fund the completion of future acquisitions or other activities of the Partnership. The terms and conditions of such Equiton Loans will be determined at the time of making such loans, however, the Trust anticipates such Equiton Loans will be interest only payable loans, with no fixed term, and will bear interest at a market rate, as determined by the Trustees at the time of issuance, payable monthly. Additionally, the Trust anticipates the Equiton Loans will be repayable to Equiton Partners in cash or Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units (at the discretion of Equiton Partners) and will be assignable by Equiton Partners, its Affiliates or by other investment trusts managed by Equiton Partners, as applicable; and

(b) the issuance of Redeemable LP Units to Equiton Partners. For each Redeemable LP Unit issued, the Trust shall issue to such recipient one (1) Special Voting Unit, entitling such holder to one (1) vote per Special Voting Unit at a meeting of Trust Unitholders.

As at the date of this Offering Memorandum, no Redeemable LP Units are issued and outstanding.

Equiton Partners, as the Asset Manager, receives a Financing Fee in respect of any financing transaction involving any of the Properties, equal to (i) 1.0% of the loan amount for each senior or first ranking financing transaction, (ii) 0.5% of the loan amount for each refinancing transaction with an existing lender, and (iii) up to 1.5% of the loan amount for each mezzanine or non-first ranking financing transaction. See "*Material Contracts – Asset Management Agreement – Asset Manager's Fees*" and "*Relationship Between the Trust, the Equiton Agent, and Other Related Parties*".

Distribution Policy

The Declaration of Trust provides that the Trust may distribute to the Trust Unitholders on or about each Distribution Date such percentage of the Trust Distributable Income (other than capital gains

on which the tax may be recoverable by the Trust) for the Distribution Period then ended, and such other amounts (e.g., returns of capital), as the Trustees may determine in their discretion.

On the last day of each fiscal year, an amount equal to the Trust Distributable Income (other than capital gains on which the tax may be recoverable by the Trust) for such fiscal year not previously made payable to or treated as having been paid to the Trust Unitholders in such fiscal year shall be payable to the Trust Unitholders at the close of business on such day.

In addition, the Trustees may declare to be payable and make distributions, from time to time, out of the Trust Income, the Net Realized Capital Gains (other than capital gains on which the tax may be recoverable by the Trust), the capital of the Trust or otherwise, in any year, in such amount or amounts, and on such dates on or before December 31 of that year as the Trustees may determine, to the extent such income, capital gains and capital has not already been paid, allocated or distributed to the Trust Unitholders. Distributions are declared and paid at the discretion of the Trustees and have been paid in cash out of the Trust's income or as returns of capital; however, for the majority of Trust Unitholders who have elected to participate in the DRIP, such distributions are automatically reinvested in additional Trust Units of the Class for which the distributions were made. The Trustees, in their discretion, may allocate distributions among the Classes of Trust Units to adjust for the commissions, trailers and other costs attributable to the sales channels relating to each Class of Trust Unit. Distributions per Trust Unit of the same class shall generally be identical. See "*Material Contracts – Declaration of Trust – Distribution Policy*".

In reporting income for income tax purposes, the Trust shall claim the maximum amount available to it as deductions under Applicable Laws, unless the Trustees determine otherwise.

Distribution Reinvestment Plan

The Trust has implemented a DRIP whereby Trust Unitholders who are Resident Canadians are entitled to elect to have all or some of the cash distributions of the Trust automatically reinvested in additional Trust Units of the Class for which such distributions were made. Participants in the DRIP will receive additional bonus Trust Units of the Class for which such distributions were made in an amount equal in value to 2% of the distributions reinvested. See "*Material Contracts – Declaration of Trust – Distribution Policy – Distribution Reinvestment Plan"*.

Certain Canadian Federal Income Tax Considerations

There are important tax consequences to acquiring, holding and disposing of these securities. See *"Certain Canadian Federal Income Tax Considerations*" and "*Risk Factors – Investment Risk – Tax Related Risks*".

Risk Factors

There are certain risk factors inherent in an investment in the Trust Units and in the activities of the Trust, including, but not limited to, risks related to availability of distributable income, liquidity and potential price fluctuations of the Trust Units, redemption risk, tax related risks, litigation risks, real estate investment and ownership, development risks, mortgage refinancing, availability of cash flow, changes in government regulation, environmental matters, Trust Unitholder liability, dependence on key personnel, potential conflicts of interest, changes in legislation, investment eligibility and dilution arising from the issue of additional Trust Units. See "*Risk Factors*".

Tax Related Risks

There can be no assurance that Canadian federal or provincial income tax laws and the administrative policies and assessing practices of the CRA respecting the treatment of mutual fund trusts will not be changed in a manner which adversely affects the Trust or the Trust Unitholders.

If the Trust ceases to qualify as a "mutual fund trust" for the purposes of the Tax Act, the income tax consequences described under "*Certain Canadian Federal Income Tax Considerations*" would in some respects be materially and adversely different.

The Trust or its Subsidiaries may be reassessed for taxes from time to time. Such reassessments together with associated interest and penalties could adversely affect the Trust and the Trust Unitholders.

See "*Risk Factors – Investment Risk – Tax Related Risks*".

Subscription Procedure

Subscribers wishing to subscribe for Trust Units will be required to enter into a Subscription Agreement with the Trust which will contain, among other things, representations, warranties and covenants by the Subscriber in favour of the Trust. See "*Subscription Procedure".*

Purchase Options

Under the Offering, the Trust is offering Class A Trust Units, Class C Trust Units, Class E Trust Units, Class F Trust Units and Class I Trust Units. The differences between each Class of Trust Units are that they have different fees and expenses allocated to them and a different redemption deduction upon redemption, which are summarized as follows:

Class	Min. Subscription(1)	Investor Type / Sales Channel(2)	Selling Commission	Ongoing Annual Trailing Commission	Short Term Trading Fee(3)
A Low Load Option	$25,000	Equiton Agent or registered dealer acting as sub-agent	Up to 7.0% of subscription price(4)	0.75% of subscription price (for as long as the Subscriber remains a holder of Class A Trust Units)	*Within the 1st 18 months*: Amount of selling commission paid plus 2.0%; *Within the 2nd 18 months*: Amount of selling commission paid; *Thereafter*: Nil
A Front Load Option	$25,000	Equiton Agent or registered dealer acting as sub-agent	Equiton Agent or sub-agent negotiate a commission (if any) which the	1.0% of subscription price (for as long as the Subscriber remains a holder of	*Within the first 6 months*: 3.0%; *Thereafter*: Nil

			Subscriber pays directly	Class A Trust Units)	
C	The Class C Minimum Investment Amount	Equiton Agent or registered dealer acting as sub-agent	Up to 1.0% of subscription price[4]	Nil	*Within the 1st year*: 3.0%; *Within the 2nd year*: 2.0%; *Thereafter*: Nil
E	$25,000	Issued to funds, products or entities managed by the Manager or its Affiliates	Nil	Nil	Nil
F	$25,000[5]	Fee Based Accounts[6]	Nil	Nil	*Within the first 6 months*: 3.0%; *Thereafter*: Nil
I	The Class I Minimum Investment Amount	Institutional Investors	Determined based on negotiation and agreement between a Subscriber and the Trustees		

Notes:

(1) May be waived by the Trustees in their sole discretion.

(2) The Trust will pay: Wholesale Costs to the Equiton Agent of 1.25% of the gross proceeds of the Offering, a Dealer Fee of 1.5% of the gross proceeds of the Offering to the Equiton Agent and Selling Agents based on sales made by the Equiton Agent and Selling Agents, respectively, and a lead agent fee up to 0.5% of the gross proceeds of the Offering to the Equiton Agent and any lead agent appointed by the Equiton Agent.

(3) Set-off against the Redemption Amount payable.

(4) May be changed by the Trustees from time to time.

(5) The Trust permits investments from portfolio managers that are below the stated minimum subscription amount for reasons related to client portfolio allocations.

(6) Certain investors may be eligible to purchase Series F Trust Units directly from the Trust.

Class F Trust Units

Investment advisors and/or Subscribers that purchase or purchased Class F Trust Units in an aggregate amount equal to $5,000,000, or such other amount as may be determined by the Trustees from time to time, will have the option, subject to the consent of the Trustees, to redesignate such Class F Trust Units into such number of Class I Trust Units having an aggregate net asset value equal to the aggregate net asset value of the Class F Trust Units so redesignated on the date of redesignation.

If, subsequent to such redesignation, aggregate investments in Class I Trust Units fall below the threshold determined by the Trustees, in their sole discretion, then such Class I Units will be redesignated back to Class F Trust Units. Class F Trust Unitholders should consult with their own tax advisors before redesignating their Class F Trust Units for Class I Trust Units.

See "*Purchase Options*".

Redemption Rights

The Trust Units are redeemable upon demand of the Trust Unitholder. However, these redemption rights are subject to limitations, including a monthly cash redemption limit of $50,000 in respect of all Trust Units tendered for redemption. The Trust, in its sole discretion, may waive all or part of the monthly cash redemption limit. If the redemptions tendered in a calendar month exceed the foregoing limit, then the Trust may satisfy the payment of the Redemption Amount, in part, by the issuance of Redemption Notes, subject to the Trust Unitholder's right to withdraw such redemption request. Any Redemption Notes which may be received as a result of a redemption of Trust Units will likely not be qualified investments for a Registered Plan and may give rise to adverse tax consequences if held by a Registered Plan. See "*Material Contracts – Declaration of Trust – Redemption of Trust Units"* and "*Certain Canadian Federal Income Tax Considerations – Eligibility for Investment by Registered Plans*". For information about the Trust's historical redemptions, see *Schedule "D" – Historical Redemptions*.

Resale Restrictions

The Trust Units are not listed on an exchange. There is currently no secondary market through which the Trust Units may be sold, there can be no assurance that any such market will develop, and the Trust has no current plans to develop such a market. Accordingly, the only methods of liquidation of an investment in Trust Units is by way of a transfer or redemption of such Trust Units in accordance with applicable securities laws and the Declaration of Trust. Aggregate redemptions of Trust Units are generally limited to $50,000 per month in cash unless otherwise approved by the Trustees. Any redemptions in excess of $50,000 may be satisfied by the issuance of Redemption Notes subject to the Trust Unitholder's right to withdraw such redemption request. Subscribers of Trust Units are advised to seek legal advice prior to any resale of Trust Units. See "*Material Contracts – Declaration of Trust – Redemption of Trust Units*" and "*Resale Restrictions*".

Subscribers' Rights of Action

Each Subscriber has two (2) Business Days to cancel their subscription to purchase Trust Units. Subscribers of Trust Units pursuant to this Offering Memorandum have a remedy for damages or rescission, or both, in addition to any other rights they may have at law, where this Offering Memorandum and any amendment to it contains an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make any statement not misleading in light of the circumstances in which it was made. These remedies, or notice with respect to these remedies, must be exercised or delivered, as the case may be, by the Subscriber within the time limits prescribed by applicable Canadian securities laws. See "*Subscribers' Rights of Action*".

USE OF AVAILABLE FUNDS

Funds

The following table discloses the net proceeds of the Offering:

		Assuming Minimum Offering[(1)]	**Assuming Maximum Offering[(1)]**
A	Amount to be raised pursuant to the Offering	N/A	N/A
B	Selling commissions and fees (2)	N/A	N/A
C	Estimated offering costs (including printing, legal, accounting and audit) (3)	N/A	N/A
D	Available funds: D = A – (B+C)	N/A	N/A
E	Additional sources of funding required (4)	N/A	N/A
F	Working capital deficiency	N/A	N/A
G	Total: G = (D+E) – F	N/A	N/A

Notes:

(1) There is no minimum or maximum Offering. The Trust will offer an unlimited number of Trust Units on a continuous basis. The minimum subscription amount in respect of the Class A Units, Class E Units and Class F Units per subscription is $25,000, the minimum subscription amount in respect of the Class C Units per subscription is the Class C Minimum Investment Amount and the minimum subscription amount in respect of the Class I Units per subscription is the Class I Minimum Subscription Amount, or such lower amount as the Trustees may determine from time to time and set forth in the Subscription Agreement entered into between the Subscriber and the Trust.

(2) Trust Units are sold through the Equiton Agent or Selling Agents. It is expected that the Trust will pay compensation to the Equiton Agent of up to a maximum of 7% of the subscription proceeds. The Trust may also pay trailing commissions to the Equiton Agent in respect of Trust Units sold by it or held in the client accounts of the Equiton Agent. The trailing commission varies based on the Class A Purchase Option through which the Trust Units are purchased, and the Class of Trust Units purchased. In addition, the Trust will pay: Wholesale Costs to the Equiton Agent of 1.25% of the gross proceeds of the Offering, a Dealer Fee of 1.5% of the gross proceeds of the Offering to the Equiton Agent and Selling Agents based on sales made by the Equiton Agent and Selling Agents, respectively, and a lead agent fee of up to 0.5% of the gross proceeds of the Offering to the Equiton Agent and any lead agent appointed by the Equiton Agent. To the extent that the Trust is responsible for the payment of compensation to the Equiton Agent and/or the Selling Agents, the funds available to the Trust will be reduced. See "*Compensation Paid to Sellers and Finders"* and "*Purchase Options*". The Trust is considered a "connected" or "related" issuer to the Equiton Agent. See "*Relationship Between the Trust and the Equiton Agent and Other Related Parties*".

(3) The estimated costs include legal, consulting, accounting and printing costs associated with the Offering are approximately $150,000 annually.

(4) If additional funding is required by the Partnership, the Partnership may arrange for access to the Equiton Loans and issuance of Redeemable LP Units. See "*The Trust - Property Mortgages, Equiton Loans and Redeemable LP Units*". Equiton Partners is a Related Party of the Trust. See "*Relationship Between the Trust, the Equiton Agent and Other Related Parties*".

Use of Available Funds

The following table provides a detailed breakdown of how the Trust will use the available funds of the Offering in the 12 months following the date of this Offering Memorandum:

Description of Intended Use of Available Funds Listed in Order of Priority	Assuming Minimum Offering[(1)]	Assuming Maximum Offering[(1)]
Investment by the Trust in Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units [(2)]	N/A	N/A

Notes:

(1) There is no minimum or maximum Offering. The Trust is offering an unlimited number of Trust Units on a continuous basis.

(2) The Partnership proposes to use the net proceeds of the sale of Trust Units it receives from the investment by the Trust (i) for future acquisitions of Properties; (ii) to pay expenses of the acquisition of the Properties including reports and mortgage financing fees; (iii) to pay the Transaction Fee and Financing Fee to the Asset Manager; (iv) to repay debt; and (v) for working capital purposes.

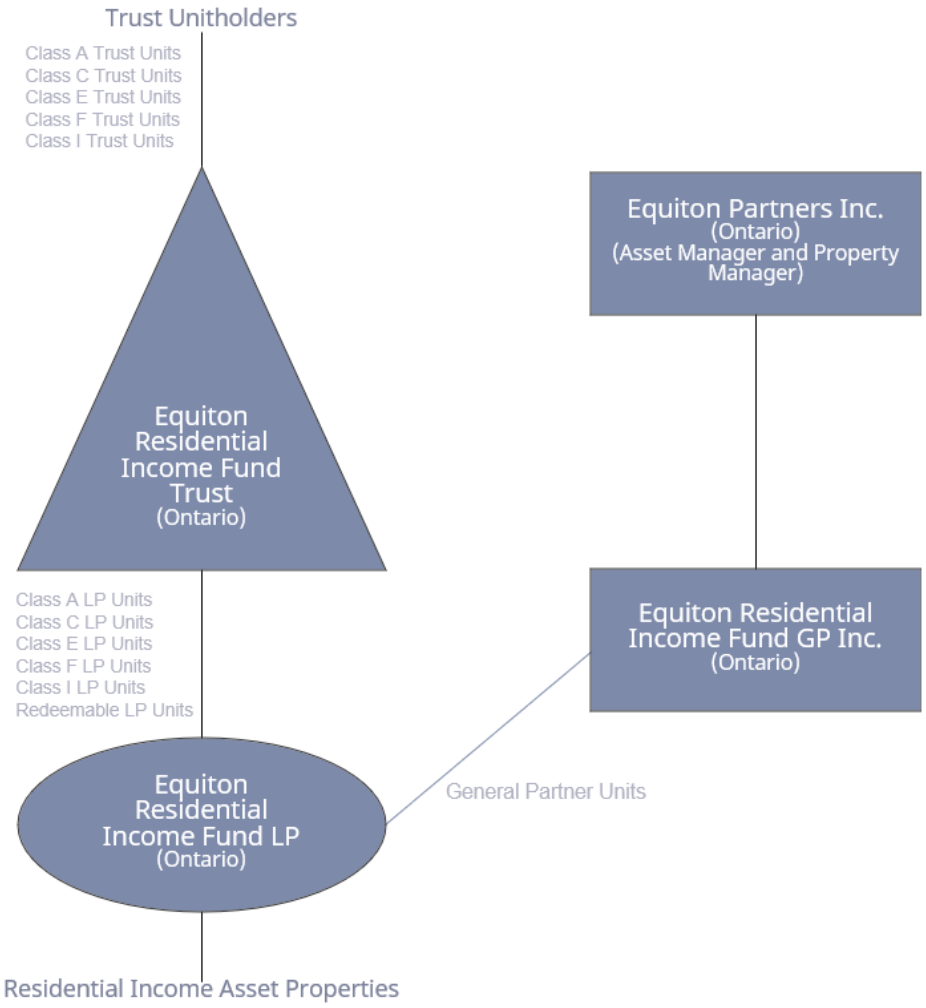
All of the net proceeds raised by the Trust from the sale of Trust Units pursuant to the Offering will be invested in the Partnership through the purchase of Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units, in equal proportion to the number of Trust Units sold pursuant to the Offering. The proceeds of the sale of Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units will be utilized by the Partnership to carry out its investment objectives and strategy. See "*The Trust – The Partnership*'s *Business*".

THE TRUST

Structure

The Trust is an unincorporated open-ended real estate investment trust existing pursuant to the Declaration of Trust, governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Trust qualifies as a "mutual fund trust" for purposes of the Tax Act. The Trust was established with the objective of investing indirectly in the business of the Partnership through its acquisition of Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units. All or substantially all of the net proceeds of the Offering are invested in the Partnership through the purchase of Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units in equal proportion to the number of Class A Trust Units, Class C Trust Units, Class E Trust Units, Class F Trust Units, and Class I Trust Units, respectively, sold pursuant to the Offering.

The following diagram sets out the principal operating structure of the Trust:



Trustees are responsible for the general control and direction of the Trust. The only business of the Trust is to own Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units. The Partnership will in turn own all of the Properties, and the shares of all of the nominee corporations which will hold legal title to the Properties.

See "*Material Contracts – Declaration of Trust*" and "*Terms of Trust Units*".

Trustees

The Declaration of Trust provides that the assets and operations of the Trust will be subject to the control and authority of a minimum of two (2) and a maximum of nine (9) Trustees. Each Trustee holds office until their successor is appointed at a special meeting of the Trust Unitholders or otherwise in accordance with the Declaration of Trust. Any Trustee may resign upon written notice to the Trust, which resignation shall become effective on the later of 30 days from the date of the notice or at the time specified in the resignation, unless waived by the remaining Trustees in their discretion. An Independent Trustee may be removed at any time with or without cause by a majority of the remaining Trustees. Equiton Partners is entitled to appoint up to four (4) Trustees

(the "**Equiton Partners Appointees**"), provided that following such appointments, a majority of the Trustees are Independent Trustees. The board of Trustees is currently comprised of Jason Roque and Helen Hurlbut and three Independent Trustees: David Hamilton, Aida Tammer, and C. Scot Caithness. Neither Jason Roque nor Helen Hurlbut are Independent Trustees. See "*Interests of Trustees, Management, Promoters and Principal Holders – Management Experience*" and "*Relationship Between the Trust, the Equiton Agent and Other Related Parties"*.

The Declaration of Trust provides that the Trustees may appoint a Finance Committee and any Additional Committees. No committees of the board of Trustees have been formed at this time. Pursuant to the Declaration of Trust, each Trustee is required to exercise the powers and duties of his or her office honestly, in good faith with a view to the best interests of the Trust and the Trust Unitholders and, in connection therewith, to exercise that degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

The Partnership

The Partnership is a limited partnership formed on March 1, 2016 under the laws of the Province of Ontario pursuant to a declaration of limited partnership filed under the *Limited Partnerships Act* (Ontario) to carry on the business of (i) acquiring, holding, maintaining, improving, leasing and/or managing of multi-unit residential revenue-producing properties (including apartment buildings and townhouses and ancillary commercial and other real estate ventures) for investment purposes through one or more nominee corporations beneficially owned by the Partnership, (ii) participating in joint venture arrangements with other investors in multi-unit residential properties (including apartment buildings and townhouses and ancillary commercial and other real estate ventures) for investment purposes, and (iii) engaging in any other business or undertaking whatsoever approved by the General Partner and not inconsistent with the provisions of the LP Agreement.

The Trust intends to use all or substantially all of the available funds from the Offering to purchase Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units. **The Trust is a Limited Partner of the Partnership through its ownership of LP Units.** See "*Material Contracts – Declaration of Trust – LP Agreement*".

Acquisitions of Properties will be subject to specific investment guidelines and the Issuers will be subject to specific operating policies. See "*Material Contracts – Declaration of Trust – Investment Guidelines and Operating Policies*"

The General Partner

The General Partner was incorporated under the *Business Corporations Act* (Ontario) on March 1, 2016. The General Partner has full power and the exclusive authority to administer, manage, control and operate the business of the Partnership. See "*Material Contracts – The LP Agreement – The General Partner – Functions and Powers of the General Partner*".

The General Partner is indirectly owned and controlled by Jason Roque, who is also a director and the President of the General Partner. Helen Hurlbut is Chief Financial Officer of the General Partner. See "*Interests of Trustees, Management, Promoters and Principal Holders – Management Experience*" and "*Relationship Between the Trust, the Equiton Agent and Other Related Parties"*.

The Asset Manager

The Asset Manager is responsible for managing the day-to-day operations of the Partnership and providing advice with respect to the Partnership's real property investment portfolio and is entitled to receive fees pursuant to the Asset Management Agreement. Equiton Partners has been engaged by the Partnership to act as Asset Manager.

All of the directors and senior officers of the Asset Manager have been involved in a broad range of real estate activities over at least the past five (5) years.

The Asset Manager is responsible for: providing ongoing analysis of the market in Canada and elsewhere for multi-unit residential rental properties; providing acquisition, disposition and asset management advice to the Partnership; performing due diligence on any properties being considered for acquisition by the Partnership; hiring and managing specialists, consultants, advisors or other like Persons reasonably required from time to time in furtherance and support of its services, provided that the fees and out-of-pocket costs of each such specialist, consultant and advisor will be for the account of the Partnership and not for the account of the Asset Manager; preparing and distributing annual estimates on a property-by-property basis of the amount to be reserved from the revenues of the Properties for any necessary capital repairs; establishing and maintaining a commercial bank overdraft line of credit to protect the Partnership and any Subsidiary against overdraft charges; using cash reserves from the Properties to manage the cash flow requirements of the Partnership and any Subsidiaries, including the invoice and collection of interest on any short term loans made to individual Subsidiaries from such cash reserves; considering and implementing, in its discretion, as aforesaid, interest rate, currency, commodity and other financial hedges and other policies to manage (increasing, maintaining or decreasing) risk exposure for the Partnership and its Subsidiaries on a consolidated basis; opening and managing any investment, banking, trading or brokerage account required for it to manage the aforementioned financial hedges; and using commercially reasonable efforts to arrange with third-party lenders short and long term financing or refinancing for one or more Properties or for the Partnership, provided the foregoing shall in no circumstances constitute an undertaking by the Asset Manager to make any loan to the Partnership or any Subsidiary at any time in any amount. See "*Material Contracts – Asset Management Agreement*".

The Asset Manager, Equiton Partners, is a Related Party to the Trust because Jason Roque and Helen Hurlbut, both Trustees, are the Chief Executive Officer and the President & Chief Financial Officer, respectively, of Equiton Partners and Mr. Roque is the sole director of Equiton Partners. In addition, Mr. Roque indirectly, through wholly owned subsidiaries, controls Equiton Partners. See "*Interests of Trustees, Management, Promoters and Principal Holders – Management Experience*" and "*Relationship Between the Trust, the Equiton Agent and Other Related Parties*". The Asset Manager may also be deemed a Related Party to the Trust at any time, from time to time, that it holds 10% or more of the Voting Units.

The Property Manager

The Property Manager is responsible for managing all aspects of the operation of the Properties and is entitled to receive fees pursuant to the Property Management Agreement. Equiton Partners has been engaged by the Partnership to act as Property Manager. See "*Material Contracts – Property Management Agreement*".

All of the directors and senior officers of the Property Manager have been involved in a broad range of real estate activities over at least the past five (5) years.

The Property Manager, Equiton Partners, is a Related Party to the Trust because Jason Roque and Helen Hurlbut, both Trustees, are the Chief Executive Officer and the President & Chief Financial Officer, respectively, of Equiton Partners and Mr. Roque is the sole director of Equiton Partners. In addition, Mr. Roque indirectly, through wholly owned subsidiaries, controls Equiton Partners. See "*Interests of Trustees, Management, Promoters and Principal Holders – Management Experience*" and "*Relationship Between the Trust, the Equiton Agent and Other Related Parties*".

The Trust's Business

The Trust is a "mutual fund trust" for the purposes of the Tax Act. The Trust has been established to invest indirectly in the Properties and other investments held by the Partnership from time to time through its acquisition of Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units. All or substantially all of the net proceeds of the Offering will be invested in the Partnership through the purchase of Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units in equal proportion to the number of Trust Units issued in connection with the Offering.

The objectives of the Trust are (i) to maximize Trust Unitholders' value through strategic asset repositioning programs, and (ii) through the holding of Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units to maximize Trust Unit value through the ongoing management of the Partnership's assets and through the Partnership's future acquisitions of additional Properties.

In order to achieve its objectives, the Trust must successfully raise capital through the Offering for acquisitions of Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units to fund the Partnership's acquisitions of Properties.

Distributions will be determined by the Trustees in their sole discretion. Pursuant to the Declaration of Trust, the Trustees have full discretion respecting the timing and amounts of distributions, including the adoption, amendment or revocation of any distribution policy. It is the Trust's current intention to make distributions to Trust Unitholders at least equal to the amount of Trust Income and Net Realized Capital Gains of the Trust as is necessary to ensure that the Trust will not be liable for non-refundable income taxes on such income under Part I of the Tax Act.

The Partnership's Business

The Partnership is engaged in the acquisition, ownership and management of strategically located, income-producing multi-residential properties, including student housing.

The objectives of the Partnership are (i) to provide holders of LP Units with stable and growing cash distributions, payable monthly from investments in a diversified portfolio of income-producing multi-unit residential properties; and (ii) to maximize LP Unit value through the ongoing management of the Partnership's assets and through the future acquisition of additional properties. In order to achieve its objectives, the Partnership must successfully raise capital through the sale of LP Units (including sales of LP Units to the Trust funded through offerings of Trust Units) for subsequent acquisitions of multi-residential rental properties.

Management and Investment Strategies

The Partnership has engaged the Asset Manager to manage the assets of the Partnership and provide advice with respect to the Properties, including market analysis, acquisition, disposition and asset management advice.

The Asset Manager seeks to create mass for the Partnership's portfolio through acquisition and consolidation of markets where the opportunity exists for stabilized, value add and select developable properties. Acquisitions may include the development and construction of multi-unit residential real estate properties. The personnel of the Asset Manager have significant experience in all aspects of the rental housing business, including acquisitions and dispositions, finance and administration, property management, project development, construction and renovation, and marketing and sales. The Asset Manager believes that these skills will permit the Partnership to capitalize upon many multi-unit residential real estate opportunities which may be unavailable to other real estate investors who lack the requisite diversity of real estate experience. The Asset Manager seeks to enhance the value of the Properties through a number of distinct and well executed strategies, including:

- **Customer Satisfaction**. The Asset Manager strives to keep all customers satisfied and as long-term tenants by creating an environment that is clean and comfortable. By developing a sense of community within the Properties through various programs, the Asset Manager seeks to reduce turnover and vacancy which will create demand for people wanting to live in the Partnership's buildings. Through the reduction in costs associated with turnover and through higher demand allowing increasing rents, net income will grow accordingly.

- **Maintenance and Repair Programs**. The Asset Manager is fundamentally driven by efficiencies and cost-effective programs that are accretive to the Partnership's short-term and long-term value. The Asset Manager believes that it has positioned the Partnership to take full advantage of efficiency programs and capital investments that will attract customers and enhance the value of the Partnership's portfolio.

- **Quality On-Site Building Staff**. The Asset Manager believes that the success of each Property from both a financial and customer satisfaction standpoint starts with the attitudes and work ethic of the on-site building staff. From being the first point of contact, to the ongoing attention to the customer's needs, the building staff represent the Partnership. As well as being attentive and dedicated, the Asset Manager will seek on-site staff that is skilled in many areas in order to reduce the requirement for outside trades to be required for ordinary day-to-day repairs and maintenance.

- **Detailed Financial Reporting**. The Asset Manager utilizes sophisticated financial tools to maximize the Partnership's income and measure the effectiveness of cost control and efficiency programs. The Property Manager and the Asset Manager disclose financial reporting to those involved who have a direct impact on the financial success and control of those particular incomes and expenses.

- **Strategic Debt Management**. The Asset Manager works diligently to seek out financing opportunities to optimize the Partnership's leveraged returns. The Asset Manager believes that attention to staggered maturities and terms, at leverage

amounts set out under the Declaration of Trust, will ensure the Partnership's exposure to fluctuating interest rates over the short and long term are both minimized and utilized to benefit the Partnership. The Asset Manager makes use of operating lines of credit for capital expenditures and acquisitions to improve the returns of the Partnership.

- **Enhancement of the Partnership's Portfolio**. The Asset Manager is always looking at opportunities to maximize the Partnership's portfolio of Properties. The Asset Manager may consider opportunities including but not limited to condominium conversion, utility retrofits, sub-metering and strategic upgrades as part of this strategy. Properties that are "mature" and are no longer adding value to the Partnership may be sold or repositioned if there is a market for an enhanced property. The Asset Manager will continue to diversify the Partnership's portfolio by purchasing Properties in thriving communities that will seek to strengthen and insulate the Partnership from concerns that may arise in any one community.

- **Communications**. The Asset Manager will deliver concise and current information to existing LP Unitholders with respect to the activities within the Partnership's portfolio.

- ***Environmental, Social and Governance ("ESG") Strategy Integration***. The Asset Manager is committed to embedding its multi-year ESG road map into the Partnership's overall growth strategy. Supported by the Trustees and the Asset Manager's ESG Committee, the Asset Manager is dedicated to the advancement of a comprehensive ESG strategy to ensure continual improvement as a steward of the environment, real estate investor, community developer and employer, and to make progress as an ethically responsible forward-thinking organization. The integration of ESG into the Asset Manager's investment process sits primarily with the Asset Manager's Investment Committee and the Asset Manager's Operations Team. The Asset Manager's Investment Committee utilizes a proprietary ESG scorecard to formalize its approach to assessing and evaluating new acquisitions. This approach undertakes a fulsome analysis of ESG factors that, when combined with other non-ESG factors, aids in the understanding of the Partnership's investments including their risk profile. The Asset Manager's Operations Team supports the Partnership's ongoing commitment to providing and maintaining a working environment based on respect, dignity and the rights of everyone in the organization and, further, incorporating relevant ESG issues into the decision-making processes results in better risk assessment, better buildings for the communities served, increased transparency, and measured investment decisions for investors.

The Asset Manager believes that multi-unit residential properties offer an attractive investment opportunity with stability of yield, inflation protection characteristics and growth potential.

The Asset Manager believes that focusing on predominantly one asset class will enable the Partnership to acquire a critical mass of residential units and will also enable the Partnership to bolster its market presence, thereby enhancing the Partnership's opportunities for future multi-unit residential property acquisitions at attractive prices. As well, as the Partnership grows through the acquisition of new Properties and the issuance of additional LP Units or other securities, the Partnership expects to increase the stability of its income stream and provide LP Unitholders with increased liquidity.

Given current market conditions, the Asset Manager will continue to concentrate on communities that have low vacancy levels, attractive economic prospects and strong population demographics that align with the class of multi-residential properties that are acquired by the Partnership. The Asset Manager will also pursue opportunities in both secondary economic hubs and major metropolitan areas when it believes that the acquisitions are accretive to the Partnership and/or provide further opportunities for diversification.

Multi-Unit Residential Real Estate Market

The real estate industry is divided into two segments: (i) residential – where people live, and (ii) commercial. The Partnership's focus is on multi-residential properties where large numbers of individuals live in either apartment buildings, townhouses or land lease communities. This offers the Partnership the ability to diversify the income generated by its portfolio, and, in addition, allows the Partnership the opportunity to acquire properties that are primarily residential but may have a commercial component (mixed use).

With the portfolio consisting primarily of multi-residential real estate, rental revenue from each property is generated from a large and diverse mix of individual tenants. This large and diverse group minimizes the impact of losing any single tenant as compared to other real estate classes that are more reliant on key anchor tenants. This characteristic helps mitigate cyclical swings in the multi-residential real estate market, but the market is not immune to supply and demand imbalances. For this reason, and because the Asset Manager believes the three main drivers of rental demand are population growth, the higher cost of home ownership and changing demographics, the Asset Manager looks to acquire properties which may have one or more of the following characteristics: (i) located in economic hubs and metropolitan areas where population growth, lifestyle changes and the increasing cost of home ownership have been increasing the demand for rental units, which has helped to create lower vacancy rates and higher market rental rates, (ii) have in-place revenues that are below market levels and can be increased to market level through operational efficiencies and capital improvements, which in turn can create an increase in both operating income and property value, and (iii) located in areas that have an acquisition cost per unit that are below the cost to build new units, which the Asset Manager believes helps reduce the likelihood of new competitive construction and thereby restricts supply. In areas where there is new construction, the Asset Manager views such construction as an indicator that there is a market for more expensive units, which may translate into rental rate increases in the Partnership's buildings within that community and opportunities to develop or acquire newly-built properties that will be accretive to the portfolio.

Overall demand for residential rental accommodation has historically been high and the Asset Manager expects that such demand will continue into the foreseeable future. According to the CMHC 2025 Rental Market Report, the private rental apartment vacancy rate in major population centres in Ontario was 3.2%, 4.3% in Alberta, and 3.5% in British Columbia, while the national vacancy rate in Canada was 5.1%.[1] The Asset Manager monitors CMHC statistical data and forecasts as a benchmark tool when developing its investment objectives for the Partnership.

Population growth in Canada is expected to continue to increase despite near-term measures to reduce immigration. The affordability gap between home ownership and rental accommodation persists, supporting the propensity to rent across most age groups for longer periods of time. Government measures to improve affordability have had a modest effect as barriers to the creation of new housing supply exacerbate the issue further. Due to the importance of age on

[1] CMHC – 2025 Rental Market Survey.

housing decisions, demographic shifts can have a profound impact on demand for different types of housing. The Asset Manager believes one prime renter demographic is the under-35 age group, an age group demographic in which the Asset Manager believes there is a prevailing trend for delaying major life decisions such as getting married, having children and purchasing a home in favour of putting greater emphasis on career development and a more flexible lifestyle. Additionally, the Asset Manager believes the aging baby boomer generation is actively shifting toward rental living in order to unlock the equity in their homes to fund retirement and to remove many of the burdens associated with home ownership.

The Asset Manager believes that there are significant barriers to the creation of multi-residential rental supply in many of the Asset Manager's target markets given the challenging economics of building new rental buildings, including but not limited to high development and construction costs. This barrier further limits the supply of more affordable rental suites as newly-built suites are often only economically feasible at the high-end segment of the market. In addition, the multi-residential rental sector is generally more management intensive relative to other real estate sectors, primarily due to short-term leases coupled with higher tenant turnover, large numbers of individual tenants, a heavily regulated rent and development environment, as well as the large number of capital projects required throughout the life of an asset. The foregoing factors contribute to making an institutional management platform a critical component for achieving income maximization, while also acting as a further barrier to entry for smaller market participants. There has been limited new purpose-built rental supply in the country and the Asset Manager believes that the growing demand coupled with a supply-constrained market creates a compelling investment opportunity for investors.

Development of the Business

The Trust was formed on March 1, 2016 pursuant to the Declaration of Trust and has not carried on any activities since its inception, other than the sale of Trust Units and the purchase, holding and redemption of LP Units.

The Partnership was formed under the laws of the Province of Ontario on March 1, 2016 pursuant to the filing of a declaration of limited partnership and the entry into the LP Agreement, and has not carried on any active business since its inception other than entering into the material contracts set out in "*Material Contracts*" and the transactions described in this Offering Memorandum.

Property Mortgages, Equiton Loans and Redeemable LP Units

No indebtedness shall be incurred or assumed by the Trust, or any Subsidiary of the Trust, including the Partnership, if, after giving effect to the incurring or assumption thereof of the indebtedness, the total indebtedness as a percentage of Gross Book Value, would be more than 75%. See "*Investment Guidelines and Operating Policies*". See *Schedule "B" – Summary Information about Mortgages*.

Equiton Loans and Redeemable LP Units

In the event that the available funds invested in the Partnership are not sufficient to complete future acquisitions or other activities of the Partnership, including funding its expenses, the Partnership may arrange the following forms of financing:

(a) Equiton Loans to the Partnership from Equiton Partners in order to fund the completion of future acquisitions or other activities of the Partnership. The terms and conditions of such Equiton Loans will be determined at the time of making such loans, however, the Trust anticipates such Equiton Loans will be interest only payable loans, with no fixed term, and will bear interest at a market rate, as determined by the Trustees at the time of issuance, payable monthly. Additionally, the Trust anticipates the Equiton Loans will be repayable to Equiton Partners in cash or in Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units (at the discretion of Equiton Partners) and will be assignable by Equiton Partners; and

(b) the issuance of Redeemable LP Units to Equiton Partners. The Redeemable LP Units will have a subscription price per Redeemable LP Unit that is determined by the Trustees from time to time and set forth in the subscription agreement(s) entered into between Equiton Partners and the Partnership and will be redeemable, in whole or in part, at any time at the option of the Partnership at a price equal to the Market Value of such Redeemable LP Units, as determined by the General Partner from time to time. A holder of Redeemable LP Units will have the right to one (1) vote for each Redeemable LP Unit held in respect of all matters to be decided by the Limited Partners. Holders of Redeemable LP Units shall be entitled to receive distributions per Redeemable LP Unit equal to the distributions per Class A LP Unit. The Redeemable LP Units will rank equal with the Class A LP Units in the event of liquidation of the Partnership. For each Redeemable LP Unit issued by the Partnership, the Trust shall issue to such recipient one (1) Special Voting Unit entitling such holder to one (1) vote per Special Voting Unit at a meeting of Trust Unitholders.

As at the date of this Offering Memorandum, no Redeemable LP Units are issued and outstanding.

Equiton Partners, as the Asset Manager, receives a Financing Fee in respect of any financing transaction involving any of the Properties, equal to (i) 1.0% of the loan amount for each senior or first ranking financing transaction, (ii) 0.5% of the loan amount for each refinancing transaction with an existing lender, and (iii) up to 1.5% of the loan amount for each mezzanine or non-first ranking financing transaction. See "*Material Contracts – Asset Management Agreement – Asset Manager's Fees*" and "*Relationship Between the Trust, the Equiton Agent, and Other Related Parties*".

Long-Term Objectives

The long-term objectives of the Trust are (i) to maximize Trust Unitholders' value with regular and growing cash distributions payable monthly, and (ii) through the holding of LP Units to maximize Trust Unit value through the ongoing management of the Partnership's assets and through the Partnership's future acquisitions of additional properties. Distributions will be determined by the Trustees in their sole discretion. See "*The Trust – The Trust's Business*".

In order to achieve its objectives, the Trust must successfully raise capital through the Offering and future offerings for subsequent acquisitions of Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units to fund the Partnership's acquisition of multi-residential rental properties. The Partnership seeks to invest in existing residential and other income-producing multi-unit residential properties.

Short-Term Objectives

The primary objective of the Trust in the ensuing 12 months is to seek out Subscribers, and close one or more Offerings. The Trust will invest funds raised by the Offering in the Partnership by way of purchase of LP Units which the Partnership will in turn invest in income-producing investments.

The following table discloses how the Trust intends to meet these objectives:

What we must do and how we will do it	Target completion date or, if not known, number of months to complete	Our cost to complete
Complete additional offerings of Trust Units	Periodically throughout the next 12 months	See "*Use of Available Funds*"

Insufficient Funds

If available funds raised by the Trust and invested in the Partnership are not sufficient to complete acquisitions or other activities of the Partnership, including funding its expenses, the Partnership may arrange for Equiton Loans to the Partnership from Equiton Partners, its Affiliates or by other investment trusts managed by Equiton Partners, and/or the issuance of Redeemable LP Units to Equiton Partners.

The terms and conditions of such Equiton Loans will be determined at the time of making such loans. However, the Trust anticipates such Equiton Loans will be interest only payable loans, with no fixed term, and will bear interest at a market rate, as determined by the Trustees at the time of issuance, payable monthly. Additionally, the Trust anticipates that the Equiton Loans will be repayable to Equiton Partners in cash or Redeemable LP Units (at the discretion of Equiton Partners) and will be assignable by Equiton Partners, its Affiliates or by other investment trusts managed by Equiton Partners, as applicable. See "*The Trust – Property Mortgages, Equiton Loans and Redeemable LP Units*".

Term and Termination of the Trust

Unless the Trust is terminated earlier pursuant to the terms of the Declaration of Trust, the Trust will continue in full force and effect so long as any Trust Property is held by the Trustees, and the Trustees will have all the powers and discretions, expressed and implied, conferred upon them by Applicable Law or by the Declaration of Trust.

The Trust may be terminated by the vote of at least two-thirds of the votes cast at a special meeting of Trust Unitholders called for that purpose.

Upon the termination of the Trust, the liabilities of the Trust shall be discharged with due speed, the net Trust Property shall be liquidated and the proceeds distributed to the Trust Unitholders in accordance with their entitlements as provided in the Declaration of Trust. Such distribution may be made in cash or in kind or partly in each, all as the Trustees in their sole discretion may determine.

MATERIAL CONTRACTS

Declaration of Trust

The following is a summary only of certain of the provisions of the Declaration of Trust and the Trust Units. This summary is qualified in its entirety by reference to the provisions of the Declaration of Trust, a copy of which can be obtained by contacting investors@equiton.com. Capitalized terms used in this section but not defined have the meaning given to them in the Declaration of Trust.

General

The Trust is a limited purpose unincorporated, open-ended investment trust. The Trust is governed by the general law of trusts, except as such general law of trusts has been or is from time to time modified, altered or abridged for the Trust by:

(a) Applicable Laws; and

(b) the terms, conditions and trusts set forth in the Declaration of Trust.

The Trust is a "mutual fund trust" pursuant to the Tax Act and has been established to carry on activities in order to produce income for the exclusive benefit of the Trust Unitholders and to distribute the property of the Trust upon termination of those activities by the Trust.

Trustees

The Declaration of Trust provides for a minimum of two (2) and a maximum of nine (9) Trustees. Equiton Partners is entitled to appoint up to four (4) Equiton Partners Appointees as Trustees, provided that following such appointments, a majority of the Trustees are Independent Trustees. The Trustees (other than the Equiton Partners Appointees) shall be elected at a special meeting of Trust Unitholders or in the absence of a special meeting of Trust Unitholders, shall be appointed by the remaining Trustees. An Independent Trustee may be removed at any time with or without cause by a majority of the remaining Trustees. Certain decisions respecting the affairs of the Trust must be made by the Independent Trustees. The board of Trustees is currently comprised of Jason Roque, Helen Hurlbut, David Hamilton, Aida Tammer, and C. Scot Caithness. Jason Roque and Helen Hurlbut are Equiton Partners Appointees and are not Independent Trustees. David Hamilton, Aida Tammer and C. Scot Caithness are Independent Trustees.

Conflict of Interest Restrictions and Provisions

The Declaration of Trust contains "**conflict of interest**" provisions. Given that the Trustees and senior officers of the Trust are engaged in a wide range of real estate and other activities, the Declaration of Trust contains provisions for a Trustee or officer of the Trust or any of their respective Affiliates or Associates that state:

A "**Conflict of Interest Matter**" shall mean a situation where a reasonable person would consider a Trustee or an officer of the Trust, or an entity related to a Trustee or an officer of the Trust, to have an interest that may conflict with such Trustee's or officer's ability to act in good faith and in the best interest of the Trust (or as the term "Conflict of Interest Matter" may be amended in Section 1.2(a) of NI 81-107 from time to time) and shall include, but not be limited to, situations where such officer or Trustee: (i) is a party to a material contract or transaction (as determined by

the Trustees acting reasonably), whether made or proposed, with the Trust or any of its Subsidiaries or Affiliates (a "**Material Transaction**"); or (ii) is a director, trustee or officer of, or otherwise has a material interest in, any Person or any Affiliate, Related Party or Subsidiary of any Person who is a party to a Material Transaction. In connection with any Conflict of Interest Matter, the conflicted Trustee or officer shall disclose in writing to the Trustees or request to have entered into the minutes of a meeting of the Trustees, the nature and extent of the conflict as follows and as set out in the Declaration of Trust:

(a) the disclosure required in the case of a Trustee shall be made:

(i) at the meeting of Trustees or the applicable committee thereof, as the case may be, at which a Conflict of Interest Matter is first considered;

(ii) if such Trustee was not then interested in a Conflict of Interest Matter, at the first such meeting after he or she becomes so interested;

(iii) if such Trustee becomes interested after an agreement pertaining to the Conflict of Interest Matter is entered into, at the first such meeting after he or she becomes so interested; or

(iv) if an individual who is interested in a Material Transaction later becomes a Trustee, at the first such meeting after he or she becomes a Trustee;

(b) the disclosure required in the case of an officer of the Trust, who is not a Trustee, shall be made:

(i) forthwith after such officer becomes aware that the Conflict of Interest Matter is to be considered or has been considered at a meeting of the Trustees, or the applicable committee thereof, as the case may be;

(ii) if such officer becomes interested after an agreement pertaining to the Conflict of Interest Matter is entered into, forthwith after such officer becomes aware that he has become so interested; or

(iii) if an individual who is interested in a Conflict of Interest Matter later becomes an officer of the Trust, forthwith after such individual becomes an officer of the Trust;

(c) notwithstanding paragraphs (a) and (b) above, (i) the holding of Trust Units or LP Units by Equiton Partners or any of its Affiliates shall not be deemed to be a Conflict of Interest Matter, and (ii) if a matter is one that, in the ordinary course of the affairs of the Trust, would not require approval by the Trustees or the Voting Unitholders, if such matter is a "Conflict of Interest Matter", the conflicted Trustee or officer of the Trust shall disclose, in writing to the Trustees or applicable committee thereof, as the case may be, the nature and extent of his or her interest immediately after he or she becomes aware of the Conflict of Interest Matter and such matter shall be put before the Independent Trustees for approval in accordance with unanimous approval requirements, as described in "– *Independent Trustee Matters*" below.

(d) a Trustee referred to in the Declaration of Trust shall not vote on any resolution to approve the Conflict of Interest Matter unless the Conflict of Interest Matter is:

(i) one relating primarily to his or her remuneration as a Trustee, officer, employee or agent of the Trust; or

(ii) one for indemnity under the Declaration of Trust or the purchase of liability insurance;

(e) for the purposes hereof, a general notice to the Trustees by a Trustee or an officer of the Trust disclosing the basis of a conflict, such as that he or she is a director, trustee or officer of or has a material interest in, any Person or any Affiliate, Related Party or Subsidiary of any Person and is to be regarded as interested in any Conflict of Interest Matter entered into or which may be entered into, is a sufficient disclosure of interest in relation to any Conflict of Interest Matter so made or entered into or which may be made or entered into, provided that such general notice is delivered to the principal office and centre of administration of the Trust and to each Trustee personally. In the event that a meeting of the Voting Unitholders is called to confirm or approve a Conflict of Interest Matter which is the subject of a general notice to the Trustees, the nature and extent of the interest in the Conflict of Interest Matter of such Trustee or officer giving such general notice shall be disclosed in reasonable detail in the notice calling the said meeting of the Voting Unitholders or in any information circular to be provided in accordance with the Declaration of Trust or Applicable Law;

(f) where a Conflict of Interest Matter is entered into between the Trust and a Trustee or an officer of the Trust, or between the Trust and another Person or any Affiliate, Related Party or Subsidiary of such other Person in which a Trustee or an officer of the Trust has a material interest:

(i) such Trustee or officer of the Trust is not accountable to the Trust or to the Trust Unitholders for any profit or gain realized from the Conflict of Interest Matter; and

(ii) the Conflict of Interest Matter is neither void nor voidable,

by reason only of that relationship or by reason only that such Trustee or officer is present at or is counted to determine the presence of a quorum at the meeting of the Trustees or a committee that authorized the Conflict of Interest Matter, if such Trustee or officer of the Trust disclosed his or her interest in accordance with the Declaration of Trust, and the Conflict of Interest Matter was reasonable and fair to the Trust at the time it was approved;

(g) notwithstanding anything in the Declaration of Trust, but without limiting the effect of paragraph (f) above, a Trustee or an officer of the Trust, acting honestly and in good faith, is not accountable to the Trust or to the Trust Unitholders for any profit or gain realized from any such Conflict of Interest Matter by reason only of the disclosed relationship, and the Conflict of Interest Matter, if it was reasonable and fair to the Trust at the time it was approved, is not by reason only of such Trustee's or officer's interest therein void or voidable, where:

(i) the Conflict of Interest Matter is confirmed or approved at a meeting of the Voting Unitholders duly called for that purpose; and

(ii) the nature and extent of such Trustee's or officer's interest in the Conflict of Interest Matter are disclosed in reasonable detail in the notice calling the meeting or in any information circular to be provided in accordance with the Declaration of Trust or Applicable Law; and

(h) subject to paragraphs (f) and (g) above, where a Trustee or an officer of the Trust fails to disclose his or her interest in a Conflict of Interest Matter in accordance with the Declaration of Trust or otherwise fails to comply with the Declaration of Trust, the Trustees or any Trust Unitholder, in addition to exercising any other rights or remedies in connection with such failure exercisable at law or in equity, may apply to a court for an order setting aside the Conflict of Interest Matter and directing that such Trustee or officer account to the Trust for any profit or gain realized.

Independent Trustee Matters

Notwithstanding anything herein to the contrary, in addition to requiring the approval of a majority of the Trustees, the unanimous approval of the Independent Trustees holding office at such time who have no interest in the matter (given by vote at a meeting of Trustees or by written consent) shall be required with respect to any decision to approve a Conflict of Interest Matter, including, but not limited to:

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

(b) relating to a claim by or against any Related Party;

(c) relating to a claim in which the interests of a Related Party differ from the interests of the Trust;

(d) to permit the Partnership 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;

(e) granting Trust Units under any unit incentive or unit compensation plan approved by the Trustees and, if required, by the Trust Unitholders or awarding any right to acquire or other right or interest in the Trust Units or securities convertible into or exchangeable for Trust Units under any plan approved by the Trustees and, if required, by the Trust Unitholders;

(f) to approve or enforce any agreement entered into by the Trust or its Subsidiaries or Related Parties with a Trustee who is not an Independent Trustee or an Associate thereof, with another Subsidiary or Related Party;

(g) authorizing the Trustees to change the number of Trustees from time to time; and

(h) determining the compensation of any officer or employee of the Trust.

Notwithstanding the foregoing, no Conflict of Interest Matter may be approved unless there are at least two (2) Independent Trustees permitted to vote on such matter, and no Conflict of Interest Matter may be approved without unanimous consent of all Independent Trustees permitted to vote on such matter.

Additionally, pursuant to the Declaration of Trust, the Trust must deliver to Voting Unitholders a report of the Independent Trustees regarding their review and approval of any Conflict of Interest Matters during the prior fiscal year along with the audited financial statements delivered to Voting Unitholders.

Finance Committee

The Declaration of Trust provides that the Trustees may appoint a Finance Committee, consisting of at least three (3) Trustees, the majority of whom shall be Independent Trustees and Resident Canadians.

The Finance Committee shall:

(a) review the Trust's procedures for internal control with the Auditors and Chief Financial Officer of the Trust;

(b) review the engagement of the Auditors;

(c) review and recommend to the Trustees for their approval annual and quarterly financial statements and management's discussion and analyses of financial condition and results of operation;

(d) assess the Trust's financial and accounting personnel; and

(e) review any significant transactions outside the Trust's ordinary activities and all pending litigation involving the Trust.

The Auditors are entitled to receive notice of every meeting of the Finance Committee and, at the expense of the Trust, to attend and be heard thereat and, if so requested by a member of the Finance Committee, shall attend any meeting of the Finance Committee held during the term of office of the Auditors. Questions arising at any meeting of the Finance Committee shall be decided by a majority of the votes cast. Decisions may be taken by written consent signed by all of the members of the Finance Committee. The Auditors or a member of the Finance Committee may call a meeting of the Finance Committee on not less than 48 hours' notice.

Additional Committees

The Declaration of Trust provides that the Trustees may create such Additional Committees as they, in their discretion, determine to be necessary or desirable for the purposes of properly governing the affairs of the Trust; provided that the majority of the members of any Additional Committee must be Resident Canadians. Further, the Trustees may not delegate to any such Additional Committees any powers or authority in respect of which a board of directors of a corporation governed by the *Business Corporations Act* (Ontario), as amended from time to time, may not delegate.

Remuneration of Trustees and Senior Officers

The Trustees are paid such compensation for their services as the Trustees may from time to time unanimously determine. Trustees who are employed by and receive a salary from the Trust will not receive any remuneration from the Trust for serving as a Trustee other than reimbursement of expenses. See "*Interests of Trustees, Management, Promoters and Principal Holders – Compensation and Securities Held*".

Trust Units

The beneficial interests in the Trust, other than the initial trust unit, are divided into interests of different Classes, described as "Class A Trust Units", "Class C Trust Units", "Class E Trust Units", "Class F Trust Units", "Class I Trust Units" and such other Classes of trust units of the Trust which may be created by the Trustees (collectively described as "**Trust Units**"), and the "Special Voting Units". The number of Trust Units and Special Voting Units, which the Trust may issue, is unlimited. Trust Units and Special Voting Units shall be issued only as fully paid and non-assessable. Each Trust Unit and Special Voting Unit when issued shall vest indefeasibly in the holder thereof. The issued and outstanding Trust Units and Special Voting Units may be subdivided or consolidated from time to time by the Trustees with the approval of the majority of the Voting Unitholders, or as otherwise provided in the Declaration of Trust. The Trust Units and Special Voting Units are not "deposits" within the meaning of the *Canada Deposit Insurance Corporation Act* and are not insured under the provisions of such act or any other legislation. The Trust Units and Special Voting Units shall not be listed on any stock exchange or other public market.

The Special Voting Units are non-participating special voting units of the Trust that have no economic entitlement in the Trust or in distributions or assets of the Trust but entitle the holders thereof to one (1) vote per Special Voting Unit. Special Voting Units may only be issued in connection with or in relation to Redeemable LP Units, for the purpose of providing such voting rights with respect to the Trust to the holders of such securities. Special Voting Units will be issued in conjunction with the Redeemable LP Units to which they are related, and will be evidenced only by the certificates representing such Redeemable LP Units. Special Voting Units will not be transferable separately from the Redeemable LP Units to which they are attached and will be automatically transferred upon the transfer of such Redeemable LP Units. Upon redemption of a Redeemable LP Unit by the Partnership, the Special Voting Unit attached to such Redeemable LP Unit will automatically be redeemed and cancelled for no consideration without any further action of the Trustees, and the former holder of such Special Voting Unit will cease to have any rights with respect thereto. Special Voting Units will not be entitled to the redemption rights available to the other Classes of Trust Units.

As of March 31, 2026, there were 24,481,906 Class A Trust Units, 4,631,594 Class C Trust Units, Nil Class E Trust Units, 21,082,119 Class F Trust Units, 14,193,073 Class I Trust Units and Nil Special Voting Units issued and outstanding.

Purchase of Trust Units

The Trust shall be entitled to purchase for cancellation at any time the whole or from time to time any part of the outstanding Trust Units, at a price per Trust Unit and on a basis determined by the Trustees in compliance with all Applicable Laws.

Transfer of Trust Units

Pursuant to the Declaration of Trust, Trust Unitholders may transfer their Trust Units subject to compliance with applicable securities laws and the Declaration of Trust.

Special Voting Units will not be transferable separately from the Redeemable LP Units to which they are attached and will be automatically transferred upon the transfer of such Redeemable LP Units.

Redemption of Trust Units

Pursuant to the Declaration of Trust, each Trust Unitholder is entitled to require the Trust to redeem from time to time at the demand of the Trust Unitholder all or any part of the Trust Units registered in the name of the Trust Unitholder at the prices determined and payable in accordance with the following conditions:

(a) To exercise a Trust Unitholder's right to require redemption, a duly completed and properly executed Redemption Notice shall be sent to the Trust at its head office. The Redemption Notice must be received no later than 90 days before the Redemption Date to be considered for that particular Redemption Date. If a minimum of 90 days' notice is not given, the Trustees will not be required to consider redeeming the Trust Units until the next subsequent Redemption Date. No form or manner of completion or execution shall be sufficient unless the same is in all respects satisfactory to the Trustees and is accompanied by any further evidence that the Trustees may reasonably require with respect to the identity, capacity or authority of the Person giving the Redemption Notice.

(b) As of the Redemption Date, upon the payment of the Redemption Amount, plus the pro rata share of any unpaid distributions declared on the Trust Units to be redeemed and paid prior to the Redemption Date, the Trust Unitholder shall thereafter cease to have any rights with respect to the Trust Units tendered for redemption (other than to receive the Redemption Amount therefor) including ceasing to have the right to receive any distributions thereon which are declared payable to the Trust Unitholders of record on a date which is subsequent to the Redemption Date. Trust Units shall be considered to be tendered for redemption on the Redemption Date, provided that the Trust has, to the satisfaction of the Trustees, received the Redemption Notice and other required documents or evidence as aforesaid.

(c) Upon receipt by the Trust of the Redemption Notice in accordance with the Declaration of Trust, the holder of the Trust Units tendered for redemption shall be entitled to receive the Redemption Amount, provided that the Trust shall be entitled to set-off the Redemption Amount otherwise payable against any applicable Short Term Trading Fee.

(d) Subject to Paragraph (e) below, the Redemption Amount payable in respect of the Trust Units tendered for redemption during any calendar month shall be paid on the Redemption Date by cheque payable to or to the order of the Trust Unitholder entitled to receive payment hereunder, by electronic funds transfer or by such other manner of payment approved by the Trustees from time to time. Payment of the Redemption Amount is conclusively deemed to have been made upon the mailing

of a cheque in a postage prepaid envelope addressed to the Person who redeemed the Trust Units, unless such cheque is dishonoured upon presentment. Upon such payment, the Trust shall be discharged from all liability to the Person who redeemed the Trust Units in respect of the Trust Units so redeemed.

(e) Paragraph (d) above shall not be applicable to Trust Units tendered for redemption by a Trust Unitholder, if the total amount payable by the Trust pursuant to Paragraph (c) above in respect of such Trust Units and all other Trust Units tendered for redemption prior thereto in the same calendar month exceeds the Monthly Limit; provided that the Trustees may, in their sole discretion, increase such Monthly Limit in respect of all Trust Units tendered for redemption in any calendar month.

(f) If, pursuant to Paragraph (e) above, Paragraph (d) is not applicable to the Trust Units tendered for redemption by a Trust Unitholder, the Redemption Amount to which the Trust Unitholder would otherwise be entitled shall be paid and satisfied as follows:

(i) a portion of the Redemption Amount equal to the Monthly Limit divided by the total number of Trust Units tendered by all Trust Unitholders for redemption in the calendar month times the number of Trust Units tendered for redemption by a Trust Unitholder shall be paid and satisfied in cash, in accordance with Paragraph (d) applied *mutatis mutandis*; and

(ii) the remainder of the Redemption Amount shall be paid and satisfied by way of the issuance to the Trust Unitholder of one or more Redemption Notes, in accordance with Paragraph (g) below.

Upon such payment or satisfaction of the Redemption Amount in accordance with Paragraph (f)(i) and (f)(ii) above, the Trust shall be discharged from all liability to the Trust Unitholder or former Trust Unitholder in respect of the Trust Units so redeemed.

(g) The Redemption Price for Trust Units paid by the Trust may not be paid in cash in certain circumstances but instead may be satisfied through the issuance of a Redemption Note by the Trust. If Paragraph (f) above is applicable to some or all of the Trust Units tendered for redemption by a Trust Unitholder, the Trust shall, subject to receipt of all necessary regulatory approvals, issue to the Trust Unitholder a Redemption Note having a principal amount equal to the Redemption Amount minus the cash paid or payable to the Trust Unitholder pursuant to Paragraph (f)(i) above. The Redemption Note shall bear interest at a market rate, as determined by the Trustees at the time of issuance, and such interest shall be payable in cash to the holder of the Redemption Note in the same manner as distributions under the Declaration of Trust, *mutatis mutandis*. Subject to Applicable Laws, the Redemption Note shall be issued to or to the order of the Trust Unitholder on or before the last day of the calendar month following the month in which the Trust Units were tendered for redemption. A Redemption Note may be tendered for payment in the same manner as Trust Units are tendered for redemption, and Paragraphs (a), (d), (e) and (f) above shall apply thereto.

(h) Notwithstanding anything contained in the Declaration of Trust to the contrary, a Unitholder who has delivered a Redemption Notice to the Trust may, by written notice to the Trust prior to the issuance of a Redemption Note in respect of such Redemption Notice, withdraw such Redemption Notice in whole or in part. Upon such withdrawal, the Trust shall not be obligated to issue a Redemption Note to that Unitholder in respect of the withdrawn portion of the Redemption Notice, and such Trust Units shall not be deemed redeemed.

(i) All Trust Units which are redeemed in accordance with the foregoing paragraphs shall be cancelled and such Trust Units shall no longer be outstanding and shall not be reissued.

The Declaration of Trust provides that all or a portion of any capital gains realized by the Trust in connection with redemptions of Trust Units may, at the discretion of the Trustees, be treated as having been paid or made payable to the redeeming Trust Unitholder. The Trustees intend, to the extent possible, to administer the redemption of Trust Units in such a manner that no deduction by the Trust should be denied under the ATR Rule. See *"Certain Canadian Federal Income Tax Consideration – Status of the Trust – Taxation of the Trust"*.

For information about the Trust's historical redemptions, see *Schedule "D" – Historical Redemptions*.

Take-Over Bids

If there is a Take-Over Bid for all of the outstanding Trust Units and, within the time limited in a Take-Over Bid for its acceptance, or 120 days after the date of such Take-Over Bid, whichever period is the shorter, the Take-Over Bid is accepted by the holders of not less than 90% of the Trust Units (including Trust Units issuable upon the surrender or exchange of any securities for Trust Units but not including any such securities held at the date of the Take-Over Bid by or on behalf of the Offeror or Affiliates or Associates of the Offeror), other than Trust Units held at the date of the Take-Over Bid by or on behalf of the Offeror or an Affiliate or Associate of the Offeror, then the Offeror shall be entitled, on complying with the Declaration of Trust, to acquire the Trust Units held by the Dissenting Offerees.

An Offeror may acquire the Trust Units held by a Dissenting Offeree by sending to each Dissenting Offeree a notice within 60 days after the date of termination of the Take-Over Bid with the information prescribed in the Declaration of Trust. A Dissenting Offeree shall within 10 days after receiving such notice, transfer such Trust Units to the Trust. Within 10 days after the Offeror sends such notice, the Offeror shall pay to the Trust the consideration that would have had to be paid to such Dissenting Offeree if such Dissenting Offeree had accepted the Take- Over Bid.

Within 30 days after the Offeror's notice to Dissenting Offerees, if the consideration has been paid to the Trust, the Trust shall:

(a) issue to the Offeror a certificate in respect of the Trust Units that were held by Dissenting Offerees;

(b) give to each Dissenting Offeree who sends or delivers his or her Trust Units the money or other consideration to which the Dissenting Offeree is entitled, disregarding fractional Trust Units, if any, which may be paid for in money; and

(c) send to each Dissenting Offeree who has not sent Trust Unit certificates a notice stating that:

(i) the Dissenting Offeree's Trust Units have been cancelled,

(ii) the Trust or some designated Person holds in trust for the Dissenting Offeree the money or other consideration to which the Dissenting Offeree is entitled as payment for or in exchange for the Trust Units, and

(iii) the Trust will send that money or other consideration to that Dissenting Offeree without delay after receiving the Trust Units.

Redesignation of Trust Units

At the option of the Trustees, a Class of Trust Units may be redesignated into Trust Units of another Class. In the case of any redesignation of a Class, following the redesignation the Trust Unitholder will hold the number of Trust Units of the Class the aggregate net asset value of which is equal to the aggregate net asset value of the Trust Units of the Class to be redesignated, both as determined at the time of redesignation. For certainty, Trust Units of a Class redesignated into Trust Units of another Class are not thereby redeemed or cancelled and the Person holding such redesignated Trust Units shall receive no proceeds of disposition.

Meetings of Voting Unitholders

Annual meetings of Voting Unitholders shall not be required. The Trustees shall have power at any time to call special meetings of the Trust Unitholders at such time and place in Canada as the Trustees may determine. The Special Voting Unitholders shall also be entitled to attend and vote at special meetings of the Voting Unitholders. The Voting Unitholders holding in the aggregate not less than 10% of the votes attaching to all outstanding Voting Units (on a fully-diluted basis) may requisition the Trustees in writing to call a special meeting of the Voting Unitholders for the purposes stated in the requisition. The requisition must state in reasonable detail the business proposed to be transacted at the special meeting and shall be sent to each of the Trustees and to the principal office of the Trust. The Voting Unitholders have the right to obtain a list of the Voting Unitholders to the same extent and upon the same conditions as those which apply to shareholders of a corporation governed by the *Business Corporations Act* (Ontario). Voting Unitholders may attend and vote at all meetings of Voting Unitholders either in person or by proxy.

Issuance of Trust Units

The Trustees may allot and issue Trust Units at such time or times and in such manner (including pursuant to any plan from time to time in effect relating to reinvestment by the Trust Unitholders of distributions of the Trust in Trust Units) and to such Person, Persons or class of Persons as the Trustees in their sole discretion shall determine. The price or the value of the consideration for which Trust Units may be issued and the terms and conditions of issuance of the Trust Units shall be determined by the Trustees in their sole discretion, generally (but not necessarily) in consultation with investment dealers or brokers who may act as underwriters in connection with offerings of Trust Units. In the event that Trust Units are issued in whole or in part for a consideration other than money, the resolution of the Trustees allotting and issuing such Trust Units shall express the fair equivalent in money of the other consideration received.

Limitation on Non-Resident Ownership

The Trust was not established and is not maintained primarily for the benefit of one or more non-resident persons within the meaning in the Tax Act. At no time may more than 49% of the Trust Units then outstanding be held by or for the benefit of Persons who are not Resident Canadians (the "**Non-Residents**"). The Trustees may require declarations as to the jurisdictions in which beneficial owners of Trust Units are resident or declarations from Trust Unitholders as to whether such Trust Units are held for the benefit of Non-Residents. If the Trustees become aware that more than 49% of the Trust Units then outstanding are, or may be, held by or for the benefit of Non-Residents or that such a situation is imminent, the Trustees may make a public announcement thereof and shall not accept a subscription for such Trust Units from or issue or register a transfer of such Trust Units to a Person unless the Person provides a declaration that the Person is not a non-resident of Canada (or, in the discretion of the Trustees, that the Person is not a Non-Resident) and does not hold his or her Trust Units for a Non-Resident.

If the Trustees determine that more than 49% of the Trust Units then outstanding are held by or for the benefit of Non-Residents, the Trustees may send a notice to non-resident Trust Unitholders and holders of Trust Units for Non-Residents chosen in inverse order to the order of acquisition or registration or in such other manner as the Trustees may consider equitable and practicable, requiring them to sell or redeem their Trust Units or a portion thereof within a specified period of not more than 30 days (unless the CRA has confirmed in writing that a longer period is acceptable).

If the Trust Unitholders receiving such notice have not sold or redeemed the specified number of Trust Units or provided the Trustees with satisfactory evidence that they are not Non-Residents and do not hold their Trust Units for the benefit of Non-Residents within such period, the Trustees may sell or redeem such Trust Units on behalf of such Trust Unitholders (and the Trustees shall have the power of attorney of such Trust Unitholders to do so) and, in the interim, the voting and distribution rights, if any, attached to such Trust Units shall be suspended. Upon such sale the affected Trust Unitholders shall cease to be Trust Unitholders and their rights shall be limited to receiving the net proceeds of sale upon surrender of such Trust Units. In any situation where it is unclear whether Trust Units are held for the benefit of Non-Residents, the Trustees may exercise their discretion in determining whether such Trust Units are or are not so held, and any such exercise by them of their discretion shall be binding on the relevant Trust Unitholders.

Information and Reports

Upon a Voting Unitholder's request, the Trustees shall provide such Voting Unitholder with audited financial statements for the Trust.

Amendments to Declaration of Trust by the Trustees

A majority of all Trustees including a majority of the Independent Trustees may, without the approval of the Trust Unitholders, make certain amendments to the Declaration of Trust, including amendments:

(a) for the purpose of ensuring continuing compliance with Applicable Laws (including the Tax Act), regulations, requirements or policies of any Governmental Authority having jurisdiction over: (1) the Trustees or over the Trust; (2) the status of the Trust as a "mutual fund trust" under the Tax Act; or (3) the distribution of Trust Units;

(b) which, in the opinion of the Trustees, acting reasonably, are necessary to maintain the rights of the Trust Unitholders set out in the Declaration of Trust;

(c) to remove any conflicts or inconsistencies in the Declaration of Trust or to make minor corrections which are, in the opinion of the Trustees, necessary or desirable and not prejudicial to the Trust Unitholders;

(d) which, in the opinion of the Trustees, are necessary or desirable as a result of changes in taxation or other laws or the administration or enforcement thereof;

(e) for any purpose (except one in respect of which a Trust Unitholder vote is specifically otherwise required) which, in the opinion of the Trustees, is not prejudicial to the Trust Unitholders and are necessary or desirable;

(f) deemed necessary or advisable to ensure that the Trust has not been established nor maintained primarily for the benefit of Persons who are not Resident Canadians; and

(g) to implement any distribution reinvestment plan or any amendments thereto.

In no event may the Trustees amend the Declaration of Trust without Trust Unitholders consent if such amendment would (i) amend Article 12 (Amendments to the Declaration of Trust) of the Declaration of Trust; (ii) amend the Voting Unitholders' voting rights; or (iii) cause the Trust to fail or cease to qualify as a "mutual fund trust" under the Tax Act or to be subject to tax under Part XII.2 of the Tax Act.

Term and Termination

Unless the Trust is terminated earlier pursuant to the terms of the Declaration of Trust, the Trust will continue in full force and effect so long as any Trust Property is held by the Trustees, and the Trustees will have all the powers and discretions, expressed and implied, conferred upon them by Applicable Law or by the Declaration of Trust. Notwithstanding the foregoing, the Trust shall continue for a term ending 21 years after the date of death of the last surviving issue of Her Majesty, Queen Elizabeth II, alive on the date hereof.

Upon the termination of the Trust, the liabilities of the Trust shall be discharged with due speed, the net assets of the Trust shall be liquidated and the proceeds distributed to the Trust Unitholders in accordance with their entitlements as provided in the Declaration of Trust.

The Trust may be terminated by the vote of at least two-thirds of the votes cast at a special meeting of Trust Unitholders called for that purpose.

Distribution Policy

The Declaration of Trust provides that the Trust may distribute to the Trust Unitholders on or about each Distribution Date such percentage of the Trust Distributable Income (other than capital gains, the tax on which may be recoverable by the Trust) for the Distribution Period then ended, and such other amounts (e.g., returns of capital), as the Trustees may determine in their discretion.

On the last day of each fiscal year an amount equal to the Trust Distributable Income (other than capital gains the tax on which may be recoverable by the Trust) for such fiscal year not previously made payable to or treated as having been paid to the Trust Unitholders entitled to receive a distribution in such fiscal year shall be payable to the Trust Unitholders entitled to receive a distribution at the close of business on such day.

In addition, the Trustees may declare to be payable and make distributions, from time to time, out of the Trust Income, the Net Realized Capital Gains (other than capital gains, the tax on which may be recoverable by the Trust), the capital of the Trust or otherwise, in any year, in such amount or amounts, and on such dates on or before December 31 of that year as the Trustees may determine, to the extent such income, capital gains and capital has not already been paid, allocated or distributed to the Trust Unitholders entitled to receive a distribution. Distributions are declared and paid at the discretion of the Trustees and have been paid in cash out of the Trust's income; however, for the majority of Trust Unitholders who have elected to participate in the DRIP, such distributions are automatically reinvested in additional Trust Units. Trustees, in their discretion, may allocate distributions among the classes of Trust Units to adjust for the commissions, trailers and other costs attributable to the sales channels relating to each class of Trust Unit, provided that the proportion of Trust Income, Net Realized Capital Gains allocated or capital of the Trust distributed to Trust Unitholders of each class of Trust Unit shall be equal to the proportion of the aggregate distribution received by such class of Trust Units. Distributions on Class A Trust Units will be identical among each Class A Trust Unit, notwithstanding the Class A Purchase Option selected by the Subscriber.

The Trustees, in their discretion, may allocate distributions among the Classes of Trust Units to adjust for the commissions, trailers and other costs attributable to the sales channels relating to each Class of Trust Unit, provided that the proportion of Trust Income, Net Realized Capital Gains allocated or capital of the Trust distributed to Trust Unitholders of each Class of Trust Unit shall be equal to the proportion of the aggregate distribution received by such Class of Trust Units (other than capital gains designated and allocated to redeeming Unitholders in accordance with the Declaration of Trust and any bonus distributions which may be paid in accordance with the Declaration of Trust). Distributions on Class A Trust Units will be identical among each Class A Trust Unit, notwithstanding the Class A Purchase Option selected by the Class A Trust Unitholder.

Distributions may be adjusted for amounts paid in prior Distribution Periods if the actual Trust Distributable Income for the prior Distribution Periods is greater than or less than the Trustees' estimates for such prior Distribution Periods. At the option of each Trust Unitholder, but subject to the Declaration of Trust, distributions shall be made in cash or shall be invested in similar Trust Units pursuant to any DRIP or unit purchase plan adopted by the Trustees. Any distribution shall be made proportionately to Persons who are the Trust Unitholders as at the Distribution Record Date (other than any capital gains designated and allocated to redeeming Unitholders in accordance with the Declaration of Trust and any bonus distributions which may be paid in accordance with the Declaration of Trust).

Each year, the Trustees shall make such designations for income tax purposes in respect of amounts paid or payable or deemed to be paid to the Trust Unitholders for such amounts that the Trustees consider to be reasonable in all the circumstances, including designations relating to taxable dividends received or deemed to be received by the Trust in the year on shares of taxable Canadian corporations (if any), the taxable portion of the Net Realized Capital Gains in the year, and foreign source income of the Trust and foreign taxes in respect of such foreign source income for the year, if any, other than capital gains, the tax on which may be recoverable by the Trust. Where permitted by the Tax Act, the Trustees will make designations under the Tax Act so that

the amount paid or payable to a Trust Unitholder but not deducted by the Trust would not be included in the Trust Unitholder's income for the purposes of the Tax Act. Any distributions of Net Realized Capital Gains shall include the non-taxable portion of the capital gains of the Trust which are included in such distribution.

The Trustees may deduct or withhold from distributions payable to any Trust Unitholder all amounts required by law to be withheld from such distributions, whether such distributions are in the form of cash, additional Trust Units or otherwise. In the event of a distribution in the form of additional Trust Units, the Trustees may sell Trust Units of a Trust Unitholder on behalf of such Trust Unitholder to pay such withholding taxes and to pay all the Trustees' reasonable expenses with regard thereto and the Trustees shall have the power of attorney of such Trust Unitholder to do so. Upon such sale, the affected Trust Unitholder shall cease to be the holder of such Trust Units.

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

Distribution Reinvestment Plan

The Trust has implemented a DRIP whereby Trust Unitholders are entitled to elect to have all or some of the cash distributions of the Trust automatically reinvested in additional Trust Units of the Class for which such distributions were made. Participants in the DRIP will receive additional bonus Trust Units of the Class for which distributions were made in an amount equal in value to 2% of the distributions reinvested.

Investment Guidelines and Operating Policies

Investment Guidelines

The Declaration of Trust provides for certain guidelines on investments which may be made by the Trust. Additionally, the guidelines below are intended to set out generally the parameters under which any Subsidiary of the Trust or the Partnership will be permitted to invest. References to the Trust below shall be read as applying to any such Subsidiary or the Partnership. The guidelines are as follows:

(a) The Trust shall focus its activities primarily on the acquisition, development, holding, maintaining, improving, leasing or managing of multi-unit residential revenue producing properties (and ancillary commercial or other real estate ventures) for investment purposes and assets ancillary thereto necessary for the operation thereof and such other activities as are consistent with the other investment guidelines of the Trust (the "**Focus Activities**");

(b) notwithstanding anything contained in the Declaration of Trust to the contrary, the Trust will not, or permit a Subsidiary to, make or hold any investment, take any action or omit to take any action which would, at any time, result in the Trust:

(i) Trust Units being disqualified for any class of Registered Plan at any time after the date on which the Trust has over 150 Trust Unitholders each holding not less than 100 Trust Units; or

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

(c) from and after the date on which the Trust has a Gross Book Value of at least one hundred fifty million dollars ($150,000,000), no single asset (excluding the units of the Partnership and any portfolio of properties) shall be acquired if the cost of such acquisition (net of the amount of debt secured by such asset) will exceed 20% of Gross Book Value, provided that where such asset is the securities of or an interest in an entity, the foregoing tests shall be applied individually to each asset of such entity;

(d) the Trust may make its investments and conduct its activities, directly or indirectly, through an investment in one or more Persons on such terms as the Trustees may from time to time determine, including by way of joint ventures, partnerships (general or limited), unlimited liability companies and limited liability companies;

(e) except for temporary investments held in cash, deposits with a Canadian or U.S. chartered bank or trust company registered under the laws of a province of Canada, short-term government debt securities or money market instruments of, or guaranteed by, a Schedule I Canadian chartered bank maturing prior to one (1) year from the date of issue and except as permitted pursuant to the investment guidelines and operating policies of the Trust, the Trust directly or indirectly, may not hold securities of a Person other than to the extent such securities would constitute an investment in real property (as determined by the Trustees) and provided further that, notwithstanding anything contained in the Declaration of Trust to the contrary, but in all events subject to (a) and (b) above, the Trust may hold securities of a Person:

(i) acquired in connection with the carrying on, directly or indirectly, of the Trust's activities or the holding of the Trust Property; or

(ii) which focuses its activities primarily on Focus Activities, provided that, in the case of any proposed investment or acquisition which would result in the beneficial ownership of more than 10% of the outstanding securities of an issuer (the "**Acquired Issuer**"), the investment is made for the purpose of pursuing the merger or combination of the business and assets of the Trust and the Acquired Issuer or for otherwise ensuring that the Trust will control the business and operations of the Acquired Issuer;

(f) no investment will be made, directly or indirectly, in operating businesses unless such investment is incidental to a transaction:

(i) where revenue will be derived, directly or indirectly, principally from a Focus Activity; or

(ii) which principally involves the ownership, maintenance, improvement, leasing or management, directly or indirectly, of real property held for investment purposes;

(g) notwithstanding any other provisions of these guidelines, the securities of a reporting issuer in Canada may be acquired provided that:

(i) the activities of the issuer are focused on the Focus Activities; and

(ii) in the case of any proposed investment or acquisition which would result in the beneficial ownership of more than 10% of the outstanding equity securities of the securities issuer, the investment or acquisition is of strategic interest to the Trust as determined by the Trustees in their discretion;

(h) no investments will be made in rights to or interests in mineral or other natural resources, including oil or gas, except as incidental to an investment in real property;

(i) no investments will be made in a mortgage, mortgage bonds, notes (except as provided for in the Declaration of Trust) or debentures ("**Debt Instruments**") (including participating or convertible) unless:

(i) the real property which is security thereof is real property;

(ii) the security therefore includes a mortgage registered on title to the real property which is security thereof;

(iii) the amount of the investment (not including any Mortgage Insurance Fees incurred in connection therewith) does not exceed 85% of the market value of the real property which is the security thereof; and

(iv) the aggregate value of the investments of the Trust in Debt Instruments, after giving effect to the proposed investment, will not exceed 20% of the Gross Book Value;

(j) no investment shall be made in raw land except for the acquisition of properties adjacent to existing properties for the purpose of renovation or expansion of existing facilities where the total cost of all such investments does not exceed 10% of Gross Book Value; and

(k) notwithstanding any other provisions of the Declaration of Trust, investments may be made which do not comply with the provisions of the Declaration of Trust (other than paragraph (b) thereof) provided:

(i) the aggregate cost thereof (which, in the case of an amount invested to acquire real property, is the purchase price less the amount of any indebtedness assumed or incurred in connection with the acquisition and secured by a mortgage on such property) does not exceed 15% of the Gross Book Value; and

(ii) the making of such investment would not contravene the Declaration of Trust.

The Trust has complied with the guidelines set out above since its formation.

Operating Policies

The operations and affairs of the Trust shall be conducted in accordance with the following operating policies:

(a) the construction or development of real property may be engaged in order to maintain its real properties in good repair or to enhance the revenue-producing potential of real properties in which it has an interest;

(b) title to each real property shall be held by and registered in the name of (i) a corporation or other entity wholly-owned by the Partnership, (ii) the General Partner, or (iii) a corporation or other entity wholly-owned indirectly by the Trust or jointly owned indirectly by the Trust with joint ventures;

(c) no indebtedness shall be incurred or assumed if, after giving effect to the incurring or assumption thereof of the indebtedness, the total indebtedness including amounts drawn under an acquisition and operating facility but not including Mortgage Insurance Fees incurred in connection with the incurrence or assumption of such indebtedness as a percentage of Gross Book Value, would be more than 75%;

(d) the Trust will not directly or indirectly guarantee any indebtedness or liabilities of any Person unless such guarantee is given in connection with or incidental to an investment that is otherwise permitted under the Declaration of Trust, or in circumstances where the guarantee would result in the Trust ceasing to qualify as a mutual fund trust pursuant to the Tax Act;

(e) at all times insurance coverage will be obtained and maintained in respect of potential liabilities of the Trust and the accidental loss of value of any of the Trust Property from risks, in amounts and with such insurers, in each case as the Trustees consider appropriate, taking into account all relevant factors including the practices of owners of comparable properties and, for clarity, the Trust is not required to title insure; and

(f) a Phase I environmental audit shall be conducted or obtained for each real property to be acquired and, if the Phase I environmental audit report recommends that further environmental audits be conducted or obtained, such further environmental audits shall be conducted or obtained, in each case by or from an independent and experienced environmental consultant.

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

The term "**indebtedness**" means (without duplication):

(a) any obligation, directly or indirectly, of the Trust for borrowed money;

(b) any obligation, directly or indirectly, of the Trust incurred in connection with the acquisition of property, assets or business other than the amount of future income tax liability arising out of indirect acquisitions;

(c) any obligation, directly or indirectly, of the Trust issued or assumed as the deferred purchase price of property;

(d) any capital lease obligation, directly or indirectly, of the Trust;

(e) any obligation, directly or indirectly, of the type referred to in clauses (a) through (d) of another Person, the payment of which the Trust has, directly or indirectly, guaranteed or for which the Trust is responsible for or liable; and

(f) any amounts secured by any of the assets of the Trust;

provided that (i) for the purposes of (a) through (b), an obligation (other than convertible debentures) will constitute indebtedness only to the extent that it would appear as a liability on the consolidated balance sheet of the Trust in accordance with generally accepted accounting principles in Canada, (ii) obligations referred to in clauses (a) through (c) exclude trade accounts payable, distributions payable and accrued liabilities arising in the ordinary course of business; and (iii) convertible debentures will constitute indebtedness to the extent of the principal amount outstanding.

The Trust has complied with the operating policies set out above since its formation.

Amendments to Investment Guidelines and Operating Policies

Subject to the Declaration of Trust, the investment guidelines of the Trust set forth in paragraph (a) and (b) above may be amended by a Special Resolution at a meeting of the Voting Unitholders called for that purpose. Any of the remaining investment guidelines and the operating policies of the Trust set forth above may be amended from time to time by the Trustees.

Books and Records

The Trust shall prepare and maintain, at its principal office or at any other place in Canada designated by the Trustees, records containing: (i) the Declaration of Trust; and (ii) minutes of meetings and resolutions of the Trust Unitholders. The Trust shall also prepare and maintain adequate accounting records and records containing minutes of meetings and resolutions of the Trustees and any committee thereof. Such records shall be kept at the principal office of the Trust or at such other place as the Trustees think fit and shall at all reasonable times be open to inspection by the Trustees.

Right to Inspect Books and Records

A Trust Unitholder and any agent, consultant or creditor of the Trust shall have the right to examine the Declaration of Trust, the regulations of the Trustees, the minutes of meetings and resolutions of the Trust Unitholders, and any other documents or records which the Trustees

determine should be available for inspection by such Person, during normal business hours at the principal office of the Trust. The Trust may provide copies of any of the foregoing to any of such Persons. The Trust Unitholders and creditors of the Trust shall have the right to obtain or make or cause to be made a list of all or any of the registered Trust Unitholders, to the same extent and upon the same conditions as those which apply to shareholders and creditors of a corporation governed by the *Business Corporations Act* (Ontario).

Asset Management Agreement

The following is only a summary of certain of the material provisions of the Asset Management Agreement and related commitments between the Asset Manager and the Partnership. This summary is qualified in its entirety by reference to the provisions of the Asset Management Agreement, a copy of which can be obtained by contacting investors@equiton.com. The Asset Manager is a Related Party to the Trust and the Asset Management Agreement was not negotiated at arm's length between the parties.

Asset Manager's Duties

Pursuant to the terms of the Asset Management Agreement, Equiton Partners has been appointed as the Asset Manager and is responsible for managing the Partnership and providing advice with respect to the Partnership's Properties. The Asset Manager provides strategic, advisory, asset management, lending and financial management and administrative services necessary to manage the day-to-day operations of the Partnership and its assets. In carrying out its obligations under the Asset Management Agreement, Equiton Partners is required to exercise its powers and discharge its duties in good faith.

Among other duties, the Asset Manager is responsible for: providing acquisition, disposition and asset management advice to the Partnership; performing due diligence on any properties being considered for acquisition by the Partnership; hiring and managing specialists, consultants, advisors or other like persons reasonably required from time to time in furtherance and support of the services set out in the Asset Management Agreement provided that the fees and out-of-pocket costs of each such specialist, consultant and advisor will be for the account of the Partnership and not to the account of the Asset Manager; preparing and distributing annual estimates on a property-by-property basis of the amount to be reserved from the revenues of the Properties for any necessary capital repairs; establishing and maintaining commercial bank overdraft line of credit to protect the Partnership and any Subsidiary against overdraft charges; using cash reserves from the Properties to manage the cash flow requirements of the Partnership and any Subsidiaries, including the invoice and collection of interest on any short term loans made to individual Subsidiaries from such cash reserves; considering, and implementing, in its discretion, as aforesaid, interest rate, currency, commodity and other financial hedges and other policies to manage (increasing, maintaining or decreasing) risk exposure for the Partnership and its Subsidiaries on a consolidated basis; opening and managing any investment, banking, trading or brokerage account required for it to manage the aforementioned financial hedges; and using commercially reasonable efforts to arrange with third-party lenders short and long term financing or refinancing for one or more Properties or for the Partnership provided the foregoing shall in no circumstances constitute an undertaking by the Asset Manager to make any loan to any of the Partnership or any Subsidiary at any time in any amount. The Asset Manager is subject to oversight by the General Partner and all acquisitions and dispositions of Properties shall be subject to approval by the General Partner.

Term and Termination

The initial term of the Asset Management Agreement was for five (5) years and expired on March 1, 2021. In accordance with the terms of the Asset Management Agreement, upon expiration of the initial term, the Asset Management Agreement was automatically renewed for a further five (5) year term expiring on March 1, 2026 and thereafter will automatically continue for further terms of five (5) years unless terminated by either party. The Asset Management Agreement shall terminate at the earliest of the following: (a) upon the expiry of the initial term or a renewal term, as set out in the Asset Management Agreement; (b) if the Asset Manager or the Partnership is in material breach of the Asset Management Agreement which has not been cured within 30 days' notice thereof; (c) anytime, upon 180 days prior written notice by the Asset Manager; or (d) if either the Asset Manager or the Partnership becomes bankrupt or insolvent.

All of the directors and senior officers of the Asset Manager have been involved in a broad range of real estate activities over the past five years. The Asset Manager, Equiton Partners, is a Related Party to the Trust because Jason Roque and Helen Hurlbut, both Trustees of the Trust, are the Chief Executive Officer and the President & Chief Financial Officer, respectively, of Equiton Partners. In addition, Mr. Roque indirectly controls Equiton Partners. The Asset Manager may also be deemed a Related Party to the Trust at any time, from time to time, that it holds 10% or more of the Trust Units. See "*Interests of Trustees, Management, Promoters and Principal Holders – Management Experience*" and "*Relationship Between the Trust, the Equiton Agent and Other Related Parties*".

Asset Manager's Fees

During the term of the Asset Management Agreement, the Partnership will pay the Asset Manager the following:

(a) a transaction fee ("**Transaction Fee**") equal to 1.0% of the purchase price of each Property acquired or sold by the Partnership (calculated without duplication), plus any applicable taxes;

(b) a management fee equal to 1.0% of the Gross Asset Value of the Partnership; and

(c) a financing fee ("**Financing Fee**") in respect of any financing transaction involving any of the Properties, equal to: (i) 1% of the loan amount for each senior or first ranking financing transaction, (ii) 0.5% of the loan amount for each refinancing transaction with an existing lender, and (iii) up to 1.5% of the loan amount for each mezzanine or non-first ranking financing transaction.

In addition, the Partnership will pay directly, or reimburse the Asset Manager for, all out-of-pocket expenses incurred by it in respect of the management services rendered by the Asset Manager pursuant to the Asset Management Agreement. For greater clarity, the Partnership shall reimburse the Asset Manager for costs and expenses incurred by the Asset Manager in respect of software, payroll, human resources, training and development and other similar operational costs and expenses.

Minimum Ownership Requirement

Independent from the terms of the Asset Management Agreement, the Asset Manager and Partnership have agreed that during the term of the Asset Management Agreement, the Asset Manager shall not permit its aggregate beneficial ownership of:

(a) LP Units (including, but not limited to Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units and Redeemable LP Units, in aggregate); and

(b) Trust Units,

at the last day of any fiscal quarter of the Partnership to be an amount equal to the lesser of:

(c) 10% of the outstanding voting securities of the Partnership as at the last day of such fiscal quarter (with the number of Trust Units beneficially owned by the Asset Manager deemed to be LP Units, without duplication, for the purposes of this calculation, determined on a consolidated basis, in accordance with generally accepted accounting principles); and

(d) $2,000,000.

Property Management Agreement

The following is a summary only of certain material provisions of the Property Management Agreement. This summary is qualified in its entirety by reference to the provisions of the Property Management Agreement, a copy of which can be obtained by contacting investors@equiton.com. The Property Manager is a Related Party to the Trust and the Property Management Agreement was not negotiated at arm's length between the parties.

Pursuant to the Property Management Agreement, Equiton Partners acts as the Property Manager. The Property Manager manages all aspects of the operation of the Properties, including property management services and project management services.

The Property Manager has the right to hire a subcontractor to sub-manage any of the Properties, if in the opinion of the Property Manager, this would be in the best interest of the Property in question.

Term and Termination

The initial term of the Property Management Agreement is five (5) years and expired on March 1, 2021. In accordance with the terms of the Property Management Agreement, upon expiration of the initial term, the Property Management Agreement was automatically renewed for a further five (5) year term expiring on March 1, 2026 and thereafter will automatically continue for further terms of five (5) years unless terminated by either party.

The Property Management Agreement may be terminated by the Partnership upon the occurrence of any of the following:

(a) failure of the Property Manager to materially perform the property management and project services as set out in the Property Management Agreement;

(b) if the Property Manager acts in a grossly negligent manner and not remedied within 30 days; or

(c) upon the occurrence of an insolvency event of the Property Manager.

The Property Management Agreement may be terminated by the Property Manager:

(a) in the event the Partnership fails to pay any fees within 30 days of the presentation of an invoice and fails to remedy such default within 15 days; or

(b) upon the occurrence of an insolvency event of the Partnership.

Property Manager's Fees

The Partnership pays to the Property Manager a fee of 4% of the gross income collected from the Properties as compensation for providing property management services. The Partnership pays the Property Manager a fee of 5% of the total cost to construct and/or co- ordinate the construction or material repairs of any tenant premises or any portion of the Properties. The Partnership also pays the Property Manager other fees customarily paid to a property manager in similar circumstances.

In addition, the Partnership pays directly, or reimburses the Property Manager for, all out-of-pocket expenses incurred by it in respect of the management services rendered by the Property Manager pursuant to the Property Management Agreement. For greater clarity, the Partnership is to reimburse the Property Manager for costs and expenses incurred by the Property Manager in respect of software, payroll, human resources, training and development and other similar operational costs and expenses.

The Property Manager, Equiton Partners, is a Related Party to the Trust because Jason Roque and Helen Hurlbut, both Trustees of the Trust, are the Chief Executive Officer and the President & Chief Financial Officer, respectively, of Equiton Partners. In addition, Mr. Roque indirectly controls Equiton Partners.

See "*Interests of Trustees, Management, Promoters and Principal Holders – Management Experience*" and "*Relationship Between the Trust and the Equiton Agent and Other Related Parties*".

The LP Agreement

The following is a summary only of certain of the material provisions of the LP Agreement and the LP Units which will be issued under the LP Agreement. Defined terms used but not defined herein have the meanings ascribed to such terms in the LP Agreement. This summary is qualified in its entirety by reference to the provisions of the LP Agreement, a copy of which can be obtained by contacting investors@equiton.com.

All Limited Partners are entitled to the benefit of and are bound by the LP Agreement. Set out below is a brief summary of some of the terms of the LP Agreement and attributes of the LP Units that are not described elsewhere in this Offering Memorandum. For information regarding the General Partner, see "*The General Partner*".

Limited Liability of Limited Partners

Under the terms of the LP Agreement, the liability of each Limited Partner is limited to such Limited Partner's Capital Contribution plus such Limited Partner's pro rata share of the undistributed income of the Partnership. Limited Partners generally will not be liable for any debt, obligation or default of the Partnership beyond their investment in the Partnership.

LP Units

The Partnership is authorized to issue various classes of partnership interests, including an unlimited number of Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units, an unlimited number of Redeemable LP Units and general partnership interests as described therein. A partnership interest is personal property. A Partner has no interest in specific Partnership Property (as defined in the LP Agreement) by way of its LP Units.

Except as otherwise provided in the LP Agreement, no Class A LP Unit, Class C LP Unit, Class E LP Unit, Class F LP Unit or Class I LP Unit shall have any preference or right in any circumstances over any other Class A LP Unit, Class C LP Unit, Class E LP Unit, Class F LP Unit or Class I LP Unit, respectively. The holders of the LP Units shall have the right to one vote for each LP Unit held in respect of all matters to be decided by the Limited Partners. The Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units each have the right to participate in the distributions of the Partnership as provided for in the LP Agreement. The Trust is the holder of all issued and outstanding Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units.

The Redeemable LP Units will have a subscription price per Redeemable LP Unit that is determined by the Trustees from time to time and set forth in the subscription agreement(s) entered into between Equiton Partners and the Partnership and will be redeemable, in whole or in part, at any time at the option of the Partnership at a price equal to the market value of such Redeemable LP Units, as determined by the General Partner from time to time. A holder of Redeemable LP Units will have the right to one vote for each Redeemable LP Unit held in respect of all matters to be decided by the Limited Partners. Holders of Redeemable LP Units shall be entitled to receive distributions per Redeemable LP Unit equal to the distributions per Class A LP Unit. The Redeemable LP Units will rank equal with the Class A LP Units, Class C LP Units, Class E LP Units, Class F LP Units and Class I LP Units in the event of liquidation of the Partnership. As of the date of this Offering Memorandum, there are no issued and outstanding Redeemable LP Units.

The General Partner

The General Partner, in its capacity as a general partner of the Partnership, holds a 0.001% undivided interest in the Partnership. The General Partner has the right to receive distributions in respect of its interest by way of cash or the issuance of LP Units.

Restrictions on Transfers of LP Units

The LP Agreement provides that LP Units may be sold only in accordance with the terms of the LP Agreement and may not be sold, assigned, or otherwise, transferred, without the agreement of the General Partner. Subject to the provisions of the LP Agreement, LP Units may not be transferred without, among other things, delivery by the transferee of a duly completed transfer form.

Any permitted transfer of LP Units must be made in accordance with the applicable requirements of Canadian securities laws.

Power of Attorney

The LP Agreement contains an irrevocable power of attorney in respect of various enumerated matters, authorizing the General Partner, on behalf of the Limited Partners, to execute certain documents and instruments, including but not limited to any amendments to the LP Agreement (subject to any approvals required under the LP Agreement) and all instruments necessary to effect the dissolution of the Partnership (pursuant to the terms of the LP Agreement) as well as any registration, election, determination, designation, information return, objection, notice of objection or similar document or instrument, whether jointly with third parties or otherwise under the Tax Act or the taxation legislation of any province or territory with respect to the affairs of the Partnership or a Limited Partner's interest in the Partnership.

The LP Agreement provides that a permitted transferee of an LP Unit will, upon becoming the holder thereof, be conclusively deemed to have acknowledged and agreed to be bound by the provisions of the LP Agreement as a Limited Partner and shall be conclusively deemed to have provided the General Partner with the irrevocable power of attorney described above.

Allocation of Net Income or Loss

The income for tax purposes or loss for tax purposes for a given taxation year is allocated among the General Partner and the Limited Partners as follows:

1) To the General Partner, 20% of the Adjusted Income for Tax Purposes or Adjusted Loss for Tax Purposes from each source for that taxation year; provided that the Partnership Loss for Tax Purposes allocated to the General Partner shall not exceed an amount equal to the amount of Partnership Income for Tax Purposes allocated to the General Partner in all prior taxation years less the amount of any Partnership Loss for Tax Purposes allocated to the General Partner in all prior taxation years; and

2) To the Limited Partners, the balance of all Partnership Income for Tax Purposes or Partnership Loss for Tax Purposes for that taxation year that is not allocated to the General Partner, and all other items of income, gain, loss, deduction, recapture and credit of the Partnership that are allocable for purposes of the Tax Act and other relevant taxing statutes.

Notwithstanding the foregoing, the General Partner may adjust the allocation of income for tax purposes and losses for tax purposes in a manner determined by the General Partner to be fair and reasonable to the Partners.

The income or loss of the Partnership for accounting purposes for a given fiscal year is allocated among the Partners in the same proportion as income for tax purposes or loss for tax purposes is allocated for such taxation year, in accordance with the terms of the LP Agreement.

Distributions

For each Partnership Distribution Period, the Partnership will distribute:

(i) to the General Partner an amount equal to 20% of Partnership Distributable Income less any portion of such amount that was distributed to the General Partner in a prior period or distributable to the General Partner in the current period pursuant to (ii) below;

(ii) to the General Partner an amount equal to 20% of any increase in the value of the Partnership's properties recognized in connection with a Realization Event from the value of such properties on the date of the LP Agreement or the time of acquisition, whichever is later (an "**Accretion Distribution**"), provided that the General Partner shall only be entitled to an Accretion Distribution to the extent that the Realization Value in respect of a particular Realization Event was not taken into account in the calculation of a prior Accretion Distribution;

(iii) to the Limited Partners any Partnership Distributable Income not distributed to the General Partner.

The General Partner may, in its discretion, elect to defer payment of any distribution to which it is entitled pursuant to (i) or (ii) above, provided that the amount distributed to the General Partner for any Partnership Distribution Period shall not be less than 0.001% of Partnership Distributable Income for such period. Any distribution so deferred shall be added to the distributions payable to the General Partner in subsequent Partnership Distribution Periods until such deferred distributions have been paid in full.

The Partnership may, in addition, make a distribution at any other time.

The General Partner may elect to receive any distribution payable to it in the form of Trust Units having a fair market value equal to the amount of such distribution.

Reporting to Limited Partners

The Partnership maintains financial statements separate from the Partners and the Partnership shall provide to each of the Partners copies of its audited annual financial statements no later than 120 days following each fiscal year end, in each case prepared in accordance with generally accepted accounting principles. The General Partner prepares, or causes to be prepared, any federal, provincial and municipal tax or information returns required to be filed by the Partnership and all financial statements required by each Partner to enable the filing of any tax or information return which is required to be filed by such Partner.

Meetings of Limited Partners

The General Partner may at any time and shall, upon receipt of a written request from Limited Partners holding not less than 50.1% of all LP Units specifying the purpose or purposes of the meeting, call a meeting of Partners. If the General Partner fails to call a meeting of Limited Partners within 21 days after receipt of such written request from the Limited Partners in the case of a special meeting any Limited Partner may call such meeting in accordance with the terms of the LP Agreement. Meetings shall be held at the time and in the place set out in the notice calling the meeting, provided that the meeting may be held by telephone conference call. The expenses of calling and holding all meetings shall be borne by the Partnership. At any such meeting, each Limited Partner (other than a defaulting Limited Partner) will be entitled to one vote for each whole LP Unit registered in the Limited Partner's name.

Limited Partner Powers Exercisable by Special Resolution

Pursuant to the LP Agreement, the following matters require the approval of Limited Partners by special resolution, which means a resolution approved by a vote cast in person or by proxy, by holders of more than 75% of the aggregate number of issued and outstanding LP Units at a duly constituted meeting of Limited Partners, or a written resolution signed by Limited Partners holding in the aggregate more than 75% of the aggregate number of issued and outstanding LP Units:

(a) removing the General Partner where the General Partner has committed a material breach of the LP Agreement, which breach has continued for 30 days after notice and, if such removal would result in the Partnership having no general partner, electing a new general partner as provided in the LP Agreement;

(b) waiving any default, other than in respect of any insolvency, receivership or bankruptcy of the Partnership, on the part of the General Partner on those terms as the Limited Partners may determine and releasing the General Partner from any claims in respect thereof;

(c) amending, modifying, altering or repealing any Special Resolution previously passed by holders of LP Units;

(d) amending the LP Agreement pursuant to the LP Agreement in accordance with the provisions of the LP Agreement;

(e) a merger or consolidation involving the Partnership, except for a merger or consolidation involving only the Partnership and one or more of its Affiliates;

(f) a consolidation, subdivision or reclassification of the LP Units or of any class of LP Units;

(g) electing the chairperson of a meeting of Partners as provided in the LP Agreement;

(h) continuing the Partnership if the Partnership is terminated by operation of law;

(i) adding to, changing or removing any right, privilege, restriction or condition attaching to the LP Units which may reasonably be considered materially adverse to the holders of the LP Units; and

(j) consenting to any judgment entered in a court of competent jurisdiction against the Partnership.

Indemnification of the General Partner

The General Partner and each of its directors, officers, employees and agents, among others, are indemnified by the Partnership to the fullest extent permitted by law out of the assets of the Partnership for all liabilities, claims, losses, costs and expenses incurred by them in the manner and to the extent provided by the LP Agreement.

Books and Records

The General Partner shall keep, or cause to be kept on behalf of the Partnership, at its principal office, appropriate books of proper and complete accounts, records, and registers of the operations and affairs of the Partnership, including the record of the names and addresses of all of the Partners.

The books of the Partnership are maintained for financial reporting purposes on an accrual basis in accordance with generally accepted accounting principles.

Right to Inspect Books and Records

The LP Agreement provides that a Limited Partner can, for a purpose reasonably related to such Limited Partner's interest as a Limited Partner, upon reasonable demand and at its own expense, have access to: copies of the LP Agreement, the declaration of limited partnership of the Partnership, the record of Partners and amendments to those documents; copies of all documents filed by the Partnership with a securities regulatory authority in Canada; copies of minutes of meetings of the Partners; and any other information regarding the affairs of the Partnership as is just and reasonable or to which a Limited Partner is entitled pursuant to the *Limited Partnerships Act* (Ontario).

Trust Unitholders are not Limited Partners and accordingly do not have the aforesaid rights afforded to Limited Partners. However, Trust Unitholders may, upon reasonable demand and at their own expense, review certain books and records of the Partnership available at the head office of the Trust during regular business hours.

The General Partner may keep confidential from the Limited Partners any information (other than the books and records noted above) which in the reasonable opinion of the General Partner, should be kept confidential in the best interests of the Partnership or which the Partnership is required by law or agreements with third parties to keep confidential.

Termination

Subject to following the procedures set out in the LP Agreement, the Partnership will terminate upon the earliest to occur of: (i) the removal or deemed removal of a sole general partner unless such general partner is replaced as provided for in the LP Agreement; (ii) the sale, exchange or other disposition of all or substantially all of the assets of the Partnership, if approved by a Special Resolution in accordance with the LP Agreement, (iii) the passage of a Special Resolution approving the dissolution of the Partnership, and (iv) the date of dissolution caused by operation of law.

The General Partner

The General Partner is incorporated under the *Business Corporations Act* (Ontario). The General Partner is indirectly owned and controlled by Jason Roque, who is also a director and the President of the General Partner. Helen Hurlbut is a director and the Chief Financial Officer of the General Partner. See "*Interests of Trustees, Management, Promoters and Principal Holders – Management Experience*" and "*Relationship Between the Trust, the Equiton Agent and Other Related Parties"*.

Functions and Powers of the General Partner

The LP Agreement incorporates by reference the Investment Guidelines and Operating Policies set out in the Declaration of Trust and the General Partner is bound by such Investment Guidelines and Operating Policies and is to conduct the business of the Partnership in a manner consistent therewith.

The General Partner is authorized to carry on the business of the Partnership and, subject to the terms of the LP Agreement, has full power and exclusive authority to administer, manage, control and operate the business of the Partnership. The General Partner's duties include: negotiating, executing and performing all agreements on behalf of the Partnership; opening and managing bank accounts in the name of the Partnership; borrowing funds or incurring indebtedness or liabilities in the name of the Partnership; issuing LP Units to Limited Partners; making distributions of distributable income; issuing debt and/or debt instruments of the Partnership; mortgaging, charging, assigning, hypothecating, pledging or otherwise creating a security interest in all or any property of the Partnership or any Affiliate of the Partnership; managing, controlling and developing all the activities of the Partnership; incurring and paying all costs and expenses in connection with the Partnership; employing, retaining, engaging or dismissing from employment, personnel, agents, representatives or professionals or other investment participants within its discretion; engaging agents, including any Affiliate or Associate to assist it to carry out its management obligations to the Partnership; investing cash assets in any investment approved in its sole discretion; acquiring, holding, transferring, voting or otherwise dealing with securities of entities engaged primarily in the business of the Partnership which are permitted businesses for the Partnership as provided in the LP Agreement; maintaining, improving or changing any assets from time to time of the Partnership; seeing to the sound management of the Partnership, and to manage, control and develop all the activities of the Partnership; acting as attorney-in-fact or agent of the Partnership in disbursing and collecting moneys for the Partnership; paying debts and fulfilling the obligations of the Partnership and handling and settling any claims of the Partnership; commencing or defending any action or proceeding by, against or in connection with the Partnership; filing returns or other documents (including tax returns) required by any Governmental Authority or like authority; retaining legal counsel, experts, advisors or consultants as it considers appropriate; acquiring or, subject to the LP Agreement, disposing of assets of the Partnership; entering into hedge contracts or similar arrangements to permit the Partnership to mitigate or eliminate the Partnership's exposure to interest rate, foreign exchange or other risks associated with the business of the Partnership; doing anything that is in furtherance of or incidental to the business of the Partnership or that is provided for in the LP Agreement; executing, acknowledging and delivering the documents necessary to effectuate any or all of the foregoing or otherwise in connection with the business of the Partnership; filing any tax elections, forms, objections or notices of objection or similar documents on behalf of the Partnership and (to the extent necessary) on behalf of the Partners under the Tax Act or any other tax legislation; obtaining any insurance coverage; and carrying out the objects, purposes and business of the Partnership.

The General Partner may from time to time delegate its power and authority or procure assistance from other parties pursuant to the terms of the LP Agreement.

Reimbursement of the General Partner

The General Partner is entitled to recover from the Partnership all reasonable direct costs and expenses incurred by the General Partner in the performance of its duties under the LP Agreement on behalf of the Partnership.

Conflict of Interest Policy of the General Partner

The directors of the General Partner have adopted a conflict of interest policy on substantially the same terms as those set out in "*Material Contracts – Declaration of Trust – Conflict of Interest Restrictions and Provisions*", with such revisions as are necessary for such policy to be applicable to directors of the General Partner, *mutatis mutandis*.

The Riverain District Development Project Purchase Agreement and Co-Owners Agreement

On January 19, 2022, the Trust announced that it had acquired a development project in Ottawa, Ontario, referred to as the Riverain District development project (the "**Development Project**") in partnership with Selkirk & Main Holdings Inc. ("**Main**"), a real estate investment and development firm. Pursuant to an agreement of purchase and sale dated December 9, 2021 between Main, ML Eastview Realty Investments Inc. and Equiton Acquisition Corporation, the interest of Equiton Acquisition Corporation having been assigned to and assumed by the Partnership, as amended from time to time (the "**Purchase Agreement**") and a co-owners agreement dated January 18, 2022 between Main and the Partnership (the "**Co-Owners Agreement**"), the Partnership holds a 75% interest in the Development Project.

The Development Project is a multi-phased project with Phase 1 construction started in summer 2022. The development plan includes a three-phase development totalling 833,608 square feet of gross building area with three towers consisting of 22, 28 and 32 storeys with over 1,000 residential rental units, including a two-storey podium featuring over 32,000 square feet of commercial space. The 4.2-acre site occupies an entire block in the up-and-coming Vanier neighbourhood and is situated on the banks of the Rideau River.

The construction of Phase I has been substantially completed, with phased occupancy of the residential portion commenced in the second quarter of 2025. The marketing and leasing of the property's residential and commercial units is currently ongoing. Site plan approval for Phase 2 was obtained in the fourth quarter of 2024 with shoring and excavation commencing in the first quarter of 2025. Phase 2 above grade construction permit was obtained in the third quarter of 2025 and construction is ongoing, with occupancy commencing in 2027. Phase 3 will follow with construction targeted to start in 2027 and occupancy commencing in 2030. Total estimated development cost to complete the Development Project is over $269 million with over $210 million incurred to December 31, 2025.

The Co-Owners Agreement continues in effect, unless sooner terminated in accordance with the provisions of the Co-Owners Agreement, until the Development Project is sold (to a third party, or to Main or the Partnership). Under the Co-Owners Agreement, the Partnership and Main shall, as between themselves, be liable for obligations, liabilities and losses relating to the Development Project in the same proportion as their ownership interests. Under the Co-Owners Agreement, each of the Partnership and Main agree to indemnify each other for (i) certain liabilities arising from or incurred in connection with the Development Project, to the extent of that portion of the liabilities which the Partnership or Main, as applicable, has incurred and which is in excess of the Partnership's or Main's respective ownership interest, and (ii) any and all claims not related to the Development Project.

In connection with the Development Project, Main and the Partnership have also entered into an equity loan agreement (the "**Equity Loan Agreement**"), pursuant to which the Partnership has agreed to advance to Main one or more loans in a principal amount equal to half of the equity

amounts that Main must contribute to the Development Project, being 12.5% (the "**Equity Loan**"). The Equity Loan bears interest at a rate equal to 7.75% per annum, calculated and compounded semi-annually, and interest on the Equity Loan is payable by Main quarterly on the 1st day of each quarter, as to interest only. The outstanding portions of the Equity Loan are to be repaid by Main (together with all outstanding and accrued interest thereon) upon the earlier of the day upon which the first advance of any long term financing for such phase of the Development Project is made following the construction thereof and the day upon which the Partnership ceases to be a co-owner of the property or such phase of the Development Project. The Equity Loan is secured by a guarantee made by Main & Main Asset Management Inc. ("**Main & Main**") in favour of the Partnership.

Main & Main is the developer of the Development Project. Main & Main, an experienced real estate developer incorporated in Ontario on June 21, 2018, has assembled over 25 real estate projects and is currently developing over 6,000 residential units in mid-rise and high-rise mixed-use developments in Ottawa and Toronto, Ontario. The name, principal occupation and description of experience associated with such occupation for each director and officer of Main & Main, is set out below:

Directors and Executive Officers of Main & Main

Full Legal Name	Principal occupation and description of experience associated with the occupation
Rick Iafelice	Mr. Iafelice is the Founder and CEO of Main & Main and has over 30 years of real estate experience in brokerage, land development, construction and operations.
Daniel Byrne	Mr. Byrne is the President of Main & Main and has over 30 years of real estate experience including managing entitlements for mixed-use developments.
Chris Bartoffy	Mr. Bartoffy is the Vice President, Finance & Investments of Main & Main. Mr. Bartoffy has significant real estate experience in asset management, development and finance including managing large scale development projects.
Reza Ayel	Mr. Ayel is the Vice President, Acquisitions & Leasing of Main & Main. Mr. Ayel has over 15 years real estate experience in property management, leasing, acquisitions and asset management.
Larry Gayne	Mr. Gayne is the Vice President, Construction of Main & Main and has over 40 years construction experience building high rise, commercial and retail buildings for developers and builders.

To the Trust's knowledge, no director, executive officer or control person of Main & Main, or any issuer of which any of those persons was a director, executive officer or control person has:

(a) during the last 10 years, been subject to any penalty or sanction, or any cease trade order that has been in effect for a period of more than 30 consecutive days;

(b) during the last 10 years, made a declaration of bankruptcy, voluntary assignment in bankruptcy, proposal under any bankruptcy or insolvency legislation, proceedings, arrangement or compromise with creditors, or appointed a receiver, receiver-manager or trustee to hold assets; or

(c) ever pled guilty to, or been found guilty of (i) a summary conviction or indictable offence under the *Criminal Code* (Canada); (ii) a quasi-criminal offence in any jurisdiction of Canada or a foreign jurisdiction; (iii) a misdemeanour or felony under the criminal legislation of the United States of America, or any state or territory of the United States of America; or (iv) an offence under the criminal legislation of any other foreign jurisdiction.

INTERESTS OF TRUSTEES, MANAGEMENT, PROMOTERS AND PRINCIPAL HOLDERS

Compensation and Securities Held

Name and municipality of principal residence or, if not an individual, jurisdiction of organization	Positions held (e.g., trustee, officer, promoter and/or principal holder) and the date of obtaining that position	Compensation paid by the Trust or a Related Party in the most recently completed financial year and the compensation anticipated to be paid in the current financial year	Number, type and percentage of securities of the Trust held[1]
Jason Roque *Hamilton, Ontario*	Trustee, Chief Executive Officer, since March 1, 2016	$0[2]	17,455.3689 Class A Trust Units 11,542.0047 Class F Trust Units 18,540.3890 Class IS1 Trust Units
Helen Hurlbut *Mississauga, Ontario*	Trustee, President and Chief Financial Officer, since March 1, 2016	$0[2]	1,706.3978 Class A Trust Units 8,558.9924 Class F Trust Units 3,392.3078 Class IS1 Trust Units
David Hamilton[3] *Toronto, Ontario*	Trustee, since July 19, 2016	$30,000 (2025) $30,000[4] (anticipated 2026)	N/A

Name and municipality of principal residence or, if not an individual, jurisdiction of organization	Positions held (e.g., trustee, officer, promoter and/or principal holder) and the date of obtaining that position	Compensation paid by the Trust or a Related Party in the most recently completed financial year and the compensation anticipated to be paid in the current financial year	Number, type and percentage of securities of the Trust held[1]
C. Scot Caithness[3] *Calgary (Chestermere Lake),* Alberta	Trustee, since September 1, 2017	$30,000 (2025) $30,000[4] (anticipated 2026)	N/A
Aida Tammer[3] *Toronto, Ontario*	Trustee, since March 31, 2022	$30,000 (2025) $30,000[4] (anticipated 2026)	N/A
Equiton Partners Inc.[5] *Ontario*	Promoter, since March 1, 2016	See Note 6	2,346.2872 Class C Trust Units[6]
Equiton Residential Income Fund GP Inc.[7] *Ontario*	General Partner	See Note 8	4,010,716.7343 Class F Trust Units[8]

Notes:

(1) There is no maximum or minimum Offering. The Trust will offer an unlimited number of Trust Units on a continuous basis. The Class of Trust Units outstanding will depend on which Class of Trust Units are subscribed for.

(2) Mr. Roque and Ms. Hurlbut did not in 2025, and will not in 2026, receive any compensation from the Trust. Mr. Roque receives compensation from Equiton Partners as Chief Executive Officer of Equiton Partners. Ms. Hurlbut receives compensation from Equiton Partners as President & Chief Financial Officer of Equiton Partners.

(3) Independent Trustee.

(4) Each Independent Trustee is paid $7,500 plus applicable taxes per quarter.

(5) Mr. Roque indirectly, through wholly owned subsidiaries, controls Equiton Partners.

(6) Pursuant to the Asset Management Agreement and the Property Management Agreement, Equiton Partners is entitled to certain fees from the Partnership. See "*Material Contracts – Asset Management Agreement – Asset Manager's Fees*", "*Material Contracts – The Property Management Agreement – Property Manager's Fees*" and "*Relationship Between the Issuer, the Equiton Agent, and Other Related Parties*".

(7) The General Partner is indirectly, through wholly owned subsidiaries, controlled by Jason Roque, who is also a director and the President of the General Partner. Helen Hurlbut is the Chief Financial Officer of the General Partner.

(8) Pursuant to the LP Agreement, the General Partner is entitled to certain distributions from the Partnership from time to time. See "*Material Contracts – The LP Agreement – Distributions*" and "*Relationship Between the Issuer, the Equiton Agent, and Other Related Parties*".

Management Experience

The following table discloses the principal occupations of each Trustee, officer, promoter and principal holder over the past five years:

Name	Principal occupation and description of experience associated with the occupation
Jason Roque	Jason Roque is the Chief Executive Officer of Equiton Partners, which he founded in 2014 with a focus on real estate investment. Prior to this role, Mr. Roque was the Chief Executive Officer of a private real estate development company from 2006 to 2014. Mr. Roque has more than 20 years of real estate and development experience. Previously, as Chief Executive Officer of LIV Communities (formerly Landmart Homes), he transformed the regionally based custom home builder into a full-scale real estate development company. While there, he oversaw all aspects of the development and construction business, carefully selecting properties and overseeing operations with a dedicated team to ensure profitability. Mr. Roque received his B.A. in Economics from the University of Toronto.
Helen Hurlbut	Helen Hurlbut is the President and Chief Financial Officer of Equiton Partners. Ms. Hurlbut is responsible for Equiton Partners' overall financial management growth, development and security. Prior to this role, Ms. Hurlbut was Chief Financial Officer with Cherishome Living (formerly McArthur Properties) from 2011 to 2014, Chief Financial Officer of Empire Communities from 2007 to 2010 and Vice President and Treasurer of Mattamy Homes from 1998 to 2007. In her over 30 years of experience in the commercial, industrial and residential real estate industries, she has held executive leadership roles at some leading real estate investment and development companies. She is a Certified Management Accountant and Chartered Professional Accountant and holds an Honours B.A. in Economics and Business from York University. She regularly volunteers her time and expertise on local boards and charities.
David Hamilton	David Hamilton is a corporate director and a lawyer with over 30 years of experience as a partner with both a multi-national and a national law firm while specializing in commercial real estate, capital and commercial markets lending transactions, commercial real estate development, project financing for condominiums, asset-based lending and in the area of bankruptcy and insolvency law. He has acted for the major banks and financial institutions both in Canada and internationally as well as for a major Canadian real estate developer. He served as counsel to the board of directors of a national van line and worked for an extensive period for the liquidators of a life insurance and trust company on the liquidation of their commercial real estate portfolios. Currently he is counsel for an established boutique firm that specializes in corporate and commercial real estate law.

C. Scot Caithness	Scot Caithness is a corporate director with more than 40 years of commercial real estate, consulting and management experience in Canada, the U.S. and around the world. He has provided strategic consulting to major international corporations on their real estate portfolios from acquisitions and dispositions to facility management and development. Fluent in English and French, he holds a Bachelor of Commerce Degree in Urban Planning and Development, Marketing and Finance from the University of Alberta. He is also a professionally accredited appraiser and chartered surveyor.
Aida Tammer	Aida Tammer is a corporate director with over 30 years of experience in the capital markets, corporate governance and real estate investment realm, having spent much of her career as a real estate investment banker at CIBC and, prior to that, in the real estate design and development industry. She has served on a number of publicly listed REIT boards and currently serves as a member of the Investment Advisory Committee of the Canada Post Pension Plans. She graduated from the University of Waterloo School of Architecture co-op program and became a licensed architect early in her career. She subsequently pursued a career in finance after completing the MBA (Finance) degree from the Rotman School of Management, CFA designation (CFA Institute) and specialized training in derivative securities and financial risk management (Canadian Securities Institute). She holds the ICD.D designation from the Institute of Corporate Directors.

Penalties, Sanctions, Bankruptcy, Insolvency and Criminal or Quasi-Criminal Matters

To the Trust's knowledge, no Trustee, officer, or control person of the Trust (an "**Insider**") has, or any issuer of which an Insider was a trustee, director, officer or control person, has:

(a) during the last 10 years, been subject to any penalty or sanction, or any cease trade order that has been in effect for a period of more than 30 consecutive days;

(b) during the last 10 years, made a declaration of bankruptcy, voluntary assignment in bankruptcy, proposal under any bankruptcy or insolvency legislation, proceedings, arrangement or compromise with creditors, or appointed a receiver, receiver-manager or trustee to hold assets; or

(c) ever pled guilty to, or been found guilty of (i) a summary conviction or indictable offence under the *Criminal Code* (Canada); (ii) a quasi-criminal offence in any jurisdiction of Canada or a foreign jurisdiction; (iii) a misdemeanour or felony under the criminal legislation of the United States of America, or any state or territory of the United States of America; or (iv) an offence under the criminal legislation of any other foreign jurisdiction.

Certain Loans

As at the date of this Offering Memorandum, there are no debentures, bonds or loans between the Trust and a Related Party. However, Equiton Partners, its Affiliates or by other investment trusts managed by Equiton Partners, may provide the Partnership with Equiton Loans to (a) form

part of the payment of existing and future investments; (b) repay debt; or (c) redeem the Redeemable LP Units. The Trust anticipates the Equiton Loans will be interest only payable loans, with no fixed term, and will bear interest at a market rate, as determined by the Trustees at the time of issuance, payable monthly. Additionally, the Trust anticipates the Equiton Loans will be repayable to Equiton Partners in cash or Redeemable LP Units (at the discretion of Equiton Partners) and will be assignable by Equiton Partners, its Affiliates or by other investment trusts managed by Equiton Partners, as applicable. See *"Capital Structure – Long-Term Debt"*.

CAPITAL STRUCTURE

Trust Unit Capital

Description of security[(1)]	Number authorized to be issued	Price per security	Number outstanding as at March 31, 2026	Number outstanding after minimum Offering[(2)]	Number outstanding after maximum Offering[(2)]
Class A Trust Units	Unlimited	$12.56	24,481,906	N/A	N/A
Class C Trust Units	Unlimited	$12.56	4,631,594	N/A	N/A
Class E Trust Units	Unlimited	$12.56	Nil	N/A	N/A
Class F Trust Units	Unlimited	$12.56	21,082,119	N/A	N/A
Class I Trust Units	Unlimited	$12.56	14,193,073	N/A	N/A
Special Voting Units	Unlimited	$0.00	Nil	N/A	N/A

Notes:

(1) See "*Trust Units*", for the terms of the Trust Units.

(2) There is no maximum or minimum Offering. The Trust will offer an unlimited number of Trust Units on a continuous basis. The Class of Trust Units outstanding will depend on which Trust Units are subscribed for.

Long-Term Debt

As at the date hereof, the Trust has no long-term debt. The Partnership's long-term debt is set out in Schedule B – *Summary Information about Mortgages*.

Prior Sales

The following table discloses the issuance of Trust Units, or securities exchangeable for Trust Units within the 12 months prior to the date hereof[(1)]:

Date of Issuance	Type of Security	No. of Securities Issued	Price per Security	Total Funds Received
4/1/2025	Class “A” Trust Unit	68,925.26	$12.48	$860,131.00
4/7/2025	Class “A” Trust Unit	52,737.51	$12.49	$658,588.94
4/14/2025	Class “A” Trust Unit	69,630.77	$12.49	$869,602.61
4/28/2025	Class “A” Trust Unit	115,903.09	$12.49	$1,447,629.65
5/5/2025	Class “A” Trust Unit	59,511.22	$12.49	$743,505.61
5/12/2025	Class “A” Trust Unit	51,682.97	$12.50	$646,029.09
5/26/2025	Class “A” Trust Unit	137,683.74	$12.50	$1,721,046.75
6/9/2025	Class “A” Trust Unit	181,231.96	$12.50	$2,266,235.57
6/16/2025	Class “A” Trust Unit	33,713.18	$12.51	$421,751.83
6/23/2025	Class “A” Trust Unit	77,902.78	$12.51	$974,403.51
6/27/2025	Class “A” Trust Unit	43,246.49	$12.51	$541,013.54
7/7/2025	Class “A” Trust Unit	70,060.16	$12.52	$876,898.22
7/14/2025	Class “A” Trust Unit	21,257.14	$12.52	$266,139.41
7/21/2025	Class “A” Trust Unit	60,593.53	$12.52	$758,631.00
7/28/2025	Class “A” Trust Unit	135,800.35	$12.52	$1,700,228.37
8/11/2025	Class “A” Trust Unit	202,252.56	$12.52	$2,533,142.27
8/18/2025	Class “A” Trust Unit	88,459.70	$12.53	$1,108,400.00
8/25/2025	Class “A” Trust Unit	168,191.36	$12.53	$2,107,369.83
9/3/2025	Class “A” Trust Unit	119,852.01	$12.53	$1,501,586.00
9/8/2025	Class “A” Trust Unit	60,701.79	$12.53	$760,700.08
9/15/2025	Class “A” Trust Unit	65,623.61	$12.53	$822,576.13
9/22/2025	Class “A” Trust Unit	29,065.22	$12.54	$364,477.90
9/25/2025	Class “A” Trust Unit	11,022.65	$12.52	$138,000.00
9/30/2025	Class “A” Trust Unit	32,200.96	$12.54	$403,800.00
10/2/2025	Class "A" Trust Unit	43,861.89	$12.54	$550,000.00
10/6/2025	Class "A" Trust Unit	29,122.18	$12.55	$365,483.38
10/14/2025	Class "A" Trust Unit	99,111.08	$12.55	$1,243,844.00
10/20/2025	Class "A" Trust Unit	82,248.39	$12.55	$1,032,140.71
10/27/2025	Class "A" Trust Unit	104,064.40	$12.55	$1,305,964.77
11/3/2025	Class "A" Trust Unit	203,832.72	$12.55	$2,558,090.17
11/10/2025	Class "A" Trust Unit	64,655.52	$12.55	$811,714.23
11/17/2025	Class "A" Trust Unit	72,704.30	$12.56	$913,115.85
12/1/2025	Class "A" Trust Unit	136,754.59	$12.56	$1,717,637.63
12/8/2025	Class "A" Trust Unit	76,564.60	$12.56	$961,651.34
12/15/2025	Class "A" Trust Unit	40,066.08	$12.56	$503,230.00
12/17/2025	Class "A" Trust Unit	26,671.97	$12.56	$335,000.00
12/30/2025	Class "A" Trust Unit	59,688.85	$12.56	$749,620.00
1/12/2026	Class "A" Trust Unit	69,988.86	$12.56	$879,060.11
1/19/2026	Class "A" Trust Unit	51,871.02	$12.56	$651,500.00

Date of Issuance	Type of Security	No. of Securities Issued	Price per Security	Total Funds Received
1/26/2026	Class "A" Trust Unit	16,480.89	$12.56	$207,000.00
2/2/2026	Class "A" Trust Unit	60,490.23	$12.56	$759,757.29
2/9/2026	Class "A" Trust Unit	38,758.88	$12.56	$486,811.52
2/25/2026	Class "A" Trust Unit	90,536.62	$12.56	$1,137,140.00
3/2/2026	Class "A" Trust Unit	19,506.37	$12.56	$245,000.00
3/9/2026	Class "A" Trust Unit	38,607.70	$12.56	$484,912.70
3/13/2026	Class "A" Trust Unit	9,235.67	$12.56	$116,000.00
3/16/2026	Class "A" Trust Unit	38,992.75	$12.56	$489,749.00
3/30/2026	Class "A" Trust Unit	12,340.06	$12.56	$154,991.16
4/7/2025	Class “C” Trust Unit	46439.0744	$12.49	$580,000.00
4/14/2025	Class “C” Trust Unit	21136.9095	$12.49	$264,000.00
4/28/2025	Class “C” Trust Unit	196717.3739	$12.49	$2,457,000.00
5/5/2025	Class “C” Trust Unit	12009.6077	$12.49	$150,000.00
5/26/2025	Class “C” Trust Unit	13858.7296	$12.50	$173,234.12
6/9/2025	Class “C” Trust Unit	65696.4828	$12.51	$821,583.00
6/16/2025	Class “C” Trust Unit	15987.2102	$12.51	$200,000.00
6/23/2025	Class “C” Trust Unit	39968.0256	$12.51	$500,000.00
6/27/2025	Class “C” Trust Unit	23980.8153	$12.51	$300,000.00
7/7/2025	Class “C” Trust Unit	2161.3488	$12.51	$27,044.10
7/14/2025	Class “C” Trust Unit	66613.4185	$12.52	$834,000.00
7/21/2025	Class “C” Trust Unit	1637.3802	$12.52	$20,500.00
8/18/2025	Class “C” Trust Unit	35185.9074	$12.53	$440,879.42
8/25/2025	Class “C” Trust Unit	15961.6919	$12.53	$200,000.00
9/8/2025	Class “C” Trust Unit	14354.06699	$12.54	$180,000.00
9/25/2025	Class “C” Trust Unit	59808.61244	$12.54	$750,000.00
9/30/2025	Class “C” Trust Unit	6379.585327	$12.54	$80,000.00
10/14/2025	Class "C" Trust Unit	51394.42222	$12.55	$645,000.00
10/20/2025	Class "C" Trust Unit	44860.55777	$12.55	$563,000.00
10/27/2025	Class "C" Trust Unit	35059.76099	$12.55	$440,000.00
11/3/2025	Class "C" Trust Unit	6932.270916	$12.55	$87,000.00
11/10/2025	Class "C" Trust Unit	19904.4586	$12.55	$250,000.00
11/17/2025	Class "C" Trust Unit	35828.02548	$12.56	$450,000.00
12/1/2025	Class "C" Trust Unit	58674.20382	$12.56	$736,948.00
12/8/2025	Class "C" Trust Unit	31847.1337	$12.56	$400,000.00
12/15/2025	Class "C" Trust Unit	6369.426752	$12.56	$80,000.00
12/17/2025	Class "C" Trust Unit	52485.2715	$12.56	$659,215.01

Date of Issuance	Type of Security	No. of Securities Issued	Price per Security	Total Funds Received
1/12/2026	Class "C" Trust Unit	8598.726115	$12.56	$108,000.00
1/19/2026	Class "C" Trust Unit	40366.242	$12.56	$507,000.00
1/26/2026	Class "C" Trust Unit	1592.356641	$12.56	$20,000.00
2/2/2026	Class "C" Trust Unit	804.1401274	$12.56	$10,100.00
2/9/2026	Class "C" Trust Unit	113230.4363	$12.56	$1,422,174.28
2/25/2026	Class "C" Trust Unit	796.1783439	$12.56	$10,000.00
3/2/2026	Class "C" Trust Unit	107,484.08	$12.56	$1,350,000.00
3/9/2026	Class "C" Trust Unit	49,021.00	$12.56	$615,703.82
3/16/2026	Class "C" Trust Unit	3,980.89	$12.56	$50,000.00
3/30/2026	Class "C" Trust Unit	6,736.78	$12.56	$84,614.00
3/10/2025	Class “F” Trust Unit	131126.6434	$12.46	$1,634,071.70
4/1/2025	Class “F” Trust Unit	410081.8059	$12.48	$5,117,820.94
4/7/2025	Class “F” Trust Unit	38239.8804	$12.49	$477,481.39
4/14/2025	Class “F” Trust Unit	48206.0551	$12.49	$602,093.63
4/28/2025	Class “F” Trust Unit	238425.5431	$12.49	$2,977,915.00
5/5/2025	Class “F” Trust Unit	144626.4162	$12.49	$1,806,452.59
5/12/2025	Class “F” Trust Unit	34054.0805	$12.50	$425,668.00
5/26/2025	Class “F” Trust Unit	61970.8776	$12.50	$774,560.67
6/9/2025	Class “F” Trust Unit	332570.8211	$12.50	$4,157,563.68
6/16/2025	Class “F” Trust Unit	60243.3257	$12.51	$753,600.00
6/23/2025	Class “F” Trust Unit	74766.8932	$12.51	$935,282.38
6/27/2025	Class “F” Trust Unit	152605.2407	$12.51	$1,909,091.55
7/7/2025	Class “F” Trust Unit	79429.6526	$12.51	$993,927.17
7/14/2025	Class “F” Trust Unit	75390.7119	$12.52	$943,547.99
7/21/2025	Class “F” Trust Unit	103629.5461	$12.52	$1,297,349.99
7/28/2025	Class “F” Trust Unit	89313.1895	$12.52	$1,118,201.14
8/11/2025	Class “F” Trust Unit	250669.2761	$12.52	$3,138,679.02
8/18/2025	Class “F” Trust Unit	188968.5451	$12.53	$2,367,775.87
8/25/2025	Class “F” Trust Unit	88371.5079	$12.53	$1,107,199.48
9/3/2025	Class “F” Trust Unit	142945.3386	$12.53	$1,791,101.09
9/8/2025	Class “F” Trust Unit	49976.8383	$12.53	$626,356.00
9/15/2025	Class “F” Trust Unit	70780.6927	$12.54	$887,499.75
9/22/2025	Class “F” Trust Unit	79533.6518	$12.54	$997,352.00
9/25/2025	Class “F” Trust Unit	60901.0738	$12.54	$763,699.46
9/30/2025	Class “F” Trust Unit	61001.5945	$12.54	$764,960.00
10/2/2025	Class "F" Trust Unit	15858.6199	$12.54	$198,867.09
10/6/2025	Class "F" Trust Unit	8258.3282	$12.55	$103,642.02

Date of Issuance	Type of Security	No. of Securities Issued	Price per Security	Total Funds Received
10/14/2025	Class "F" Trust Unit	40709.4793	$12.55	$510,881.12
10/20/2025	Class "F" Trust Unit	43362.2076	$12.55	$544,018.11
10/27/2025	Class "F" Trust Unit	37194.6279	$12.55	$466,705.10
11/3/2025	Class "F" Trust Unit	60090.7238	$12.55	$754,124.75
11/10/2025	Class "F" Trust Unit	24633.1196	$12.55	$309,184.81
11/17/2025	Class "F" Trust Unit	74232.372	$12.56	$932,290.77
12/1/2025	Class "F" Trust Unit	52921.7012	$12.56	$664,696.56
12/8/2025	Class "F" Trust Unit	24999.9997	$12.56	$314,000.00
12/15/2025	Class "F" Trust Unit	64449.7435	$12.56	$809,488.78
12/30/2025	Class "F" Trust Unit	96117.7042	$12.56	$1,207,238.36
1/12/2026	Class "F" Trust Unit	24832.5573	$12.56	$311,896.92
1/19/2026	Class "F" Trust Unit	25728.5033	$12.56	$323,150.00
1/26/2026	Class "F" Trust Unit	32421.3756	$12.56	$407,212.48
2/2/2026	Class "F" Trust Unit	59995.9188	$12.56	$753,548.74
2/9/2026	Class "F" Trust Unit	39899.4894	$12.56	$501,137.58
2/25/2026	Class "F" Trust Unit	66389.1147	$12.56	$833,847.28
3/2/2026	Class "F" Trust Unit	37116.0384	$12.56	$469,457.00
3/9/2026	Class "F" Trust Unit	55119.2223	$12.56	$692,297.43
3/13/2026	Class "F" Trust Unit	27570.6576	$12.56	$346,287.46
3/30/2026	Class "F" Trust Unit	142486.9472	$12.56	$1,789,636.06
4/1/2025	Class “IS1” Trust Unit	59030.4487	$12.48	$736,700.00
4/7/2025	Class “IS1” Trust Unit	87286.6283	$12.49	$1,089,890.00
4/14/2025	Class “IS1” Trust Unit	37065.6524	$12.49	$462,950.00
4/28/2025	Class “IS1” Trust Unit	48336.5929	$12.49	$603,700.00
5/5/2025	Class “IS1” Trust Unit	432228.2799	$12.50	$5,402,540.00
5/12/2025	Class “IS1” Trust Unit	15816	$12.50	$197,700.00
5/26/2025	Class “IS1” Trust Unit	149270	$12.50	$1,865,875.00
6/9/2025	Class “IS1” Trust Unit	112527.9581	$12.50	$1,406,940.00
6/16/2025	Class “IS1” Trust Unit	26674.6606	$12.51	$333,700.00
6/23/2025	Class “IS1” Trust Unit	26163.0696	$12.51	$327,300.00
6/27/2025	Class “IS1” Trust Unit	84668.6655	$12.51	$1,059,205.00
7/7/2025	Class “IS1” Trust Unit	19191.7666	$12.51	$240,090.00
7/14/2025	Class “IS1” Trust Unit	61304.7588	$12.52	$767,514.00
7/21/2025	Class “IS1” Trust Unit	391513.6575	$12.52	$4,901,702.99
7/28/2025	Class “IS1” Trust Unit	36669.3287	$12.52	$459,100.00
8/11/2025	Class “IS1” Trust Unit	152140.6432	$12.52	$1,905,090.00

Date of Issuance	Type of Security	No. of Securities Issued	Price per Security	Total Funds Received
8/18/2025	Class “IS1” Trust Unit	25139.6649	$12.53	$315,000.00
8/25/2025	Class “IS1” Trust Unit	141819.6327	$12.53	$1,777,000.00
9/3/2025	Class “IS1” Trust Unit	84818.2753	$12.53	$1,062,765.00
9/8/2025	Class “IS1” Trust Unit	15289.1796	$12.54	$191,690.00
9/15/2025	Class “IS1” Trust Unit	24739.7395	$12.54	$310,210.00
9/22/2025	Class “IS1” Trust Unit	12188.9953	$12.54	$152,850.00
9/25/2025	Class “IS1” Trust Unit	40709.7289	$12.54	$510,500.00
9/30/2025	Class “IS1” Trust Unit	73532.695	$12.54	$922,100.00
10/2/2025	Class "IS1" Trust Unit	9361.244	$12.54	$117,390.00
10/6/2025	Class "IS1" Trust Unit	597.6096	$12.55	$7,500.00
10/14/2025	Class "IS1" Trust Unit	20043.8246	$12.55	$251,550.00
10/20/2025	Class "IS1" Trust Unit	13476.8127	$12.55	$169,134.00
10/27/2025	Class "IS1" Trust Unit	37641.434	$12.55	$472,400.00
11/3/2025	Class "IS1" Trust Unit	38357.7689	$12.55	$481,390.00
11/10/2025	Class "IS1" Trust Unit	9364.6048	$12.55	$117,569.18
11/17/2025	Class "IS1" Trust Unit	3527.0701	$12.56	$44,300.00
12/1/2025	Class "IS1" Trust Unit	13001.5925	$12.56	$163,300.00
12/8/2025	Class "IS1" Trust Unit	18562.1018	$12.56	$233,140.00
12/15/2025	Class "IS1" Trust Unit	33323.1799	$12.56	$418,539.14
12/30/2025	Class "IS1" Trust Unit	26201.433	$12.56	$329,090.00
1/12/2026	Class "IS1" Trust Unit	7082.4044	$12.56	$88,955.00
1/19/2026	Class "IS1" Trust Unit	24027.8661	$12.56	$301,790.00
1/26/2026	Class "IS1" Trust Unit	15246.8152	$12.56	$191,500.00
2/2/2026	Class "IS1" Trust Unit	17085.9875	$12.56	$214,600.00
2/9/2026	Class "IS1" Trust Unit	55206.2102	$12.56	$693,390.00
2/25/2026	Class "IS1" Trust Unit	34609.628	$12.56	$434,696.93
3/2/2026	Class "IS1" Trust Unit	27428.3439	$12.56	$344,500.00
3/9/2026	Class "IS1" Trust Unit	49633.7578	$12.56	$623,400.00
3/13/2026	Class "IS1" Trust Unit	13404.4587	$12.56	$168,360.00
3/30/2026	Class "IS1" Trust Unit	67806.5282	$12.56	$851,650.00

Notes:

(1) For the 6 months prior to the date hereof, the Trust issued the following units pursuant to the DRIP: 521,079.1433 Class A Trust Units, 13,928.1691 Class B Trust Units, 68,801.201 Class C Trust Units, Nil Class E Units, 477,841.245 Class F Units and 269,270.078 Class IS1 Trust Units. Trust Unitholders enrolled in the DRIP program receive additional bonus Trust Units in an amount equal in value to 2% of the distributions reinvested.

TERMS OF TRUST UNITS

The Trust Units have those rights, privileges, restrictions and conditions ascribed thereto as set forth in the Declaration of Trust, including the following:

Voting Rights

Trust Unitholders may attend and vote at all meetings of the Voting Unitholders where all Classes of Trust Units are entitled to vote, and each Trust Unit shall entitle the holder thereof to one (1) vote at such meeting. Holders of Special Voting Units will have an equal right to be notified of, attend and participate in meetings of all Classes of Trust Units. Holders of a Class of Trust Units may attend and vote at all meetings of that Class of Trust Units and each Trust Unit shall entitle the holder thereof to one (1) vote at such meeting. Holders of Special Voting Units will not have any rights to be notified of, attend or participate in meetings of a Class of Trust Units.

Redemption of Trust Units

Each Trust Unitholder is entitled to require the Trust to redeem from time to time at the demand of the Trust Unitholder all or any part of the Trust Units registered in the name of the Trust Unitholder at the prices determined and payable in accordance with the Declaration of Trust. See "*Material Contracts – Declaration of Trust – Redemption of Trust Units" and "Purchase Options"*. For information about the Trust's historical redemptions, see *Schedule "D" – Historical Redemptions*.

Distribution Policy

The Declaration of Trust provides that the Trust may distribute to the Trust Unitholders on or about each Distribution Date such percentage of the Trust Distributable Income (other than capital gains, the tax on which may be recoverable by the Trust) for the Distribution Period then ended, and such other amounts (e.g., returns of capital), as the Trustees determine in their discretion. See "*Material Contracts – Declaration of Trust – Distribution Policy*".

Valuation Policy

The Declaration of Trust provides that Market Value shall be determined by the Trustees, in their sole discretion, at least annually or more frequently as the Trustees may determine. The Trustees have adopted a valuation policy which provides that Market Value shall be determined monthly in accordance with the valuation methodology set out below, which methodology the Trustees may, in their sole discretion and without notice or approval of Trust Unitholders, modify from time to time in a manner consistent with market practice.

Valuation of Investment Property

Market Value is largely determined by the value of the Trust's investment properties held by the Partnership. To value the investment properties, a fair value model will be used in accordance with IAS 40 – Investment Properties. An investment property in IAS 40 is defined as property held to earn rentals or for capital appreciation or both and are initially recorded at cost, including related transaction costs. Subsequent to initial valuation, investment properties are measured at fair value, which reflects market conditions at the reporting date. The Trust applies judgment in determining if the acquisition of an individual property qualifies as a business combination in accordance with IFRS 3 or as an asset acquisition. Transaction costs (including commissions, land transfer tax, appraisals, legal fees and third-party inspection reports associated with a purchase) related to property acquisitions not considered business combinations are capitalized in accordance with IAS 40. Transaction costs are expensed in accordance with IFRS 3 where such acquisitions are considered business combinations.

The fair value of investment properties is determined using a valuation framework developed by arms-length external appraisers who hold certification with the Appraisal Institute of Canada together with Equiton's Internal Valuation Team and the Asset Manager (collectively, the "**Valuators**"). The Valuators perform an annual valuation of each investment property which is typically done on the anniversary date of acquisition or at the end of the year after the first year of acquisition. The Valuators use the following approaches in determining fair value: (a) the cost approach, which is based on estimating the cost of replacing or reproducing the improvements, minus the loss in value from all forms of depreciation, plus the estimated site value; (b) the sales comparison approach, which is based on estimating the value by comparing recent prices of similar properties within similar market areas; and (c) a direct capitalization method which is based on the conversion of current and future normalized earnings potential directly into an expression of market value.

The investment properties are externally valued on a rotational basis by independent, qualified external appraisers who hold certification with the Appraisal Institute of Canada. For properties not subject to an external valuation in a given calendar year, fair values are determined internally using valuation techniques consistent with those applied by external appraisers. The Valuators will use the following when determining fair value: (a) determination of the capitalization rates that would be used in valuing the properties based on market data; (b) charts of comparable sales and supporting relevant market information; (c) determination of the appropriate industry standard "set off" and normalization assumptions used in the calculation of net operating income; and (d) review of the valuation framework to determine whether any changes or updates are required.

The Auditors are responsible for: (a) reviewing the valuation framework to determine whether any changes or updates are required; (b) evaluating the work of the Valuators, including assumptions and comparisons to market; (c) reviewing of the controls over the underlying data provided to the Valuators from the Trust's accounting system; (d) reviewing the "Fair Value" Report prepared by the Valuators; and (e) reviewing, for the audited year-end financial statements, the resultant values for reasonableness, compliance with the valuation framework and compliance with IAS 40.

Equiton's Internal Valuation Team is responsible, on a quarterly and annually basis to: (a) gather the property specific data required in the valuation process using valuation techniques consistent with those applied by external appraisers; (b) review the valuation process to determine whether any changes or updates are required; (c) input the capitalization rates, set offs and normalization assumptions; and (d) deliver the completed valuation process to the Auditors at year-end for the completion of the audit on the financial statements.

Investment properties that have been disposed of or permanently withdrawn from the property portfolio will not be included in the fair value process. Any gains or losses on the disposition of investment properties are recognized in the income statement in the year of disposition.

Calculation of Market Value

Market Value is calculated monthly, based on the IFRS statement of financial position carrying values plus certain adjustments. The Market Value may change during a quarter or at quarter end if there are material changes or considerations that would impact the Market Value including, but not limited to, changes in capitalization rates, acquisitions, dispositions and profits or losses, whether realized or unrealized, within the investment portfolio.

The Market Value per Trust Unit is calculated by adding IFRS statement of financial position assets, subtracting IFRS statement of financial position liabilities, adding or subtracting

appropriate non-IFRS adjustments and dividing by the total number of outstanding Trust Units. The non-IFRS adjustments include, but are not limited to: (a) capitalization of certain expenses, whose benefits accrue over a long period of time and should be allocated between existing, remaining, and incoming Trust Unitholders but may be written off or effectively written off under IFRS or where the value of such expense is not as yet reflected, in whole or in part in the investment portfolio valuation due to timing lags, if any; (b) portfolio premiums, if any; (c) portfolio inter-quarter timing adjustments, if any; and (d) discretionary adjustments, if any. The calculation of the Market Value involves critical estimates, assumptions and judgments as part of the process.

Market Value is currently determined monthly as per the above methodology and approved by the Trustees. It is announced by the Trust and is effective on the first day of each month for use in, but not limited to, processing redemptions, new subscriptions, financial statements of the Trust, account statements for Trust Unitholders and marketing materials including fund fact sheets. It is also posted on the website of the Asset Manager.

SUBSCRIPTION PROCEDURE

Subscribers wishing to subscribe for Trust Units will be required to enter into a subscription agreement (the "**Subscription Agreement**") with the Trust which will contain, among other things, representations, warranties and covenants by the Subscriber that it is duly authorized to purchase the Trust Units, that it is purchasing the Trust Units as principal and for investment and not with a view to resale and as to its corporate or other status to purchase the Trust Units and that the Trust is relying on an exemption from the requirements to provide the Subscriber with a prospectus and as a consequence of acquiring the securities pursuant to a prospectus exemption, certain protections, rights and remedies, provided by applicable securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber.

The minimum subscription amount in respect of the Class A Trust Units, Class E Trust Units and Class F Trust Units per subscription is $25,000, the minimum subscription amount in respect of the Class C Trust Units per subscription is the Class C Minimum Investment Amount and the minimum subscription amount in respect of the Class I Trust Units per subscription is the Class I Minimum Investment Amount. However, the minimum subscription amount may be waived by the Trustees from time to time and set forth in the subscription agreement(s) entered into between the Subscriber and the Trust.

Reference is made to the Subscription Agreement accompanying this Offering Memorandum for the terms of these representations, warranties and covenants.

In order to subscribe for Trust Units, a Subscriber must complete, execute and deliver the following documentation to the Equiton Agent, at Equiton Capital Inc., 1111 International Boulevard, Suite 500, Burlington, Ontario L7L 6W1:

(a) one (1) signed copy of the Subscription Agreement (including all applicable schedules thereto) accompanying this Offering Memorandum;

(b) a certified cheque, bank draft or direct deposit in an amount equal to the aggregate Subscription Price, payable to: "**Equiton Residential Income Fund Trust**" or as otherwise directed by the Trust; and

(c) any other documents deemed necessary by the Trust, the Equiton Agent or the other Selling Agents to comply with applicable Canadian securities laws.

Subject to applicable securities laws and the Subscriber's two-day cancellation right, a subscription for Trust Units, evidenced by a duly completed Subscription Agreement delivered to the Trust shall be irrevocable by the Subscriber. See "*Subscribers' Rights of Action*".

Subscribers will not receive physical certificates representing the Trust Units. Unless expressly requested by a Subscriber and approved by the Trust at its sole discretion, the registration of the Trust Units takes place electronically through a book-based system. A purchaser of Trust Units (subject to certain exceptions) will only receive a customer confirmation from the account service through which the Trust Units are purchased.

You should carefully review the terms of the Subscription Agreement accompanying this Offering Memorandum for more detailed information concerning the rights and obligations of you and the Trust. Execution and delivery of the Subscription Agreement will bind you to the terms thereof, whether executed by you or by an agent on your behalf. You should consult with your own professional advisors. See "*Risk Factors*".

The consideration tendered by each Subscriber will be held in trust for a period of two (2) days during which period the Subscriber may request a return of the tendered consideration by delivering a notice to the Trust not later than midnight on the second (2nd) Business Day after the day on which the Subscriber signed the Subscription Agreement.

Subscriptions for Trust Units will be received, subject to rejection and allotment, in whole or in part, and subject to the right of the Trust and the Equiton Agent or other Selling Agents, as applicable, to close the subscription books at any time, without notice. The Trust shall have the right, in its sole discretion, to refuse to accept a subscription. If a subscription for Trust Units is not accepted, all subscription proceeds will be promptly returned to the Subscriber without interest.

The Trust may reject subscriptions submitted by a potential Subscriber who is, or who acts on behalf of a Person who will have a beneficial interest in Trust Units being subscribed for and who is, a Non-Resident or a person or partnership, an interest in which is a "tax shelter investment" or which would acquire Trust Units as a "tax shelter investment" for purposes of the Tax Act, or a person or partnership that would cause the Partnership to be a "SIFT partnership" within the meaning of the Tax Act. The Trust may require potential Subscribers to provide evidence reasonably satisfactory to it that such Subscribers, or the Persons who will have a beneficial interest in Trust Units being subscribed for, are not within such categories.

Closings of the Offering may take place periodically, as agreed upon by the Trust, the Equiton Agent or other Selling Agents, as applicable, and the Subscriber.

PURCHASE OPTIONS

Under the Offering, the Trust is offering Class A Trust Units, Class C Trust Units, Class E Trust Units, Class F Trust Units and Class I Trust Units. The differences between each Class of Trust Units are that they have different fees and expenses allocated to them and a different redemption deduction upon redemption, which are summarized as follows:

Class	Min. Subscription[1]	Investor Type / Sales Channel[2]	Selling Commission	Ongoing Annual Trailing Commission	Short Term Trading Fee[3]
A Low Load Option	$25,000	Equiton Agent or registered dealer acting as sub-agent	Up to 7.0% of subscription price[4]	0.75% of subscription price (for as long as the Subscriber remains a holder of Class A Trust Units)	*Within the 1st 18 months*: Amount of selling commission paid plus 2.0%; *Within the 2nd 18 months*: Amount of selling commission paid; *Thereafter*: Nil
A Front Load Option	$25,000	Equiton Agent or registered dealer acting as sub-agent	Equiton Agent or sub-agent negotiate a commission (if any) which the Subscriber pays directly	1.0% of subscription price (for as long as the Subscriber remains a holder of Class A Trust Units)	*Within the first 6 months*: 3.0%; *Thereafter*: Nil
C	The Class C Minimum Investment Amount	Equiton Agent or registered dealer acting as sub-agent	Up to 1.0% of subscription price[4]	Nil	*Within the 1st year*: 3.0%; *Within the 2nd year*: 2.0%; *Thereafter*: Nil
E	$25,000	Issued to funds, products or entities managed by the Manager or its Affiliates	Nil	Nil	Nil
F	$25,000[5]	Fee Based Accounts[6]	Nil	Nil	*Within the first 6 months*: 3.0%; *Thereafter*: Nil
I	The Class I Minimum Investment Amount	Institutional Investors	Determined based on negotiation and agreement between a Subscriber and the Trustees		

Notes:

(1) May be waived by the Trustees in their sole discretion.

(2) The Trust will pay: Wholesale Costs to the Equiton Agent of 1.25% of the gross proceeds of the Offering, a Dealer Fee of 1.5% of the gross proceeds of the Offering to the Equiton Agent and Selling Agents based on sales made by the Equiton

Agent and Selling Agents, respectively, and a lead agent fee up to 0.5% of the gross proceeds of the Offering to the Equiton Agent and any lead agent appointed by the Equiton Agent.

(3) Set-off against the Redemption Amount payable.

(4) May be changed by the Trustees from time to time.

(5) The Trust permits investments from portfolio managers that are below the stated minimum subscription amount for reasons related to client portfolio allocations.

(6) Certain investors may be eligible to purchase Series F Trust Units directly from the Trust.

Class F Trust Units

Investment advisors and/or Subscribers that purchase or purchased Class F Trust Units in an aggregate amount equal to $5,000,000, or such other amount as may be determined by the Trustees from time to time, will have the option, subject to the consent of the Trustees, to re-designate such Class F Trust Units into such number of Class I Trust Units having an aggregate net asset value equal to the aggregate net asset value of the Class F Trust Units so redesignated on the date of redesignation.

If, subsequent to such redesignation, aggregate investments in Class I Trust Units fall below the threshold determined by the Trustees in their sole discretion, then such Class I Units will be re-designated back to Class F Trust Units. Class F Trust Unitholders should consult with their own tax advisors before re-designating their Class F Trust Units for Class I Trust Units.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following summary has been provided by Blake, Cassels & Graydon LLP, counsel to the Trust and describes, as of the date hereof, the principal Canadian federal income tax considerations generally applicable under the Tax Act to the acquisition, holding and disposition of Trust Units acquired under the Offering by a Trust Unitholder who, at all relevant times, for purposes of the Tax Act is (or is deemed to be) resident in Canada, deals at arm's length with the Trust and its Affiliates, is not affiliated with the Trust or any of its Affiliates, and who holds the Trust Units as capital property. Generally, Trust Units will be considered to be capital property to a Trust Unitholder provided that the Trust Unitholder does not hold the Trust Units in the course of carrying on a business and has not acquired them in one or more transactions considered to be an adventure or concern in the nature of trade. Certain Trust Unitholders who might not otherwise be considered to hold their Trust Units as capital property may, in certain circumstances, be entitled to make the irrevocable election under subsection 39(4) of the Tax Act to have their Trust Units, and every other "Canadian security" (as defined in the Tax Act) owned in the taxation year of the election and each subsequent taxation year, deemed to be capital property. Such Trust Unitholders should consult their own tax advisors regarding whether such election is available and advisable in their particular circumstances.

This summary is not applicable to a Trust Unitholder: (i) that is a "financial institution" for purposes of the "mark-to-market" rules in the Tax Act, (ii) that is a "specified financial institution" as defined in the Tax Act, (iii) an interest in which is a "tax shelter investment" as defined in the Tax Act, (iv) that has entered or will enter into a "derivative forward agreement" (as defined in the Tax Act) in respect of Trust Units, (v) that reports its "Canadian tax results" (as defined in the Tax Act) in a currency other than Canadian dollars, or (vi) that holds or will hold more than one Class of Trust Units at any particular time, or (vii) that is a partnership. Any such Trust Unitholder should consult its own tax advisor to determine the tax consequences of the acquisition, holding and disposition of Trust Units acquired pursuant to the Offering. In addition, this summary does not address the deductibility of interest by an investor who has borrowed money to acquire Trust Units under the Offering.

This summary is based upon the facts set out in this Offering Memorandum, certain representations as to factual matters made in a certificate signed by an officer of the Trust and provided to counsel, the provisions of the Tax Act and the regulations thereunder (the "**Regulations**") in force at the date hereof, all specific proposals to amend the Tax Act and the Regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Tax Proposals**") and counsel's understanding of the current administrative policies and assessing practices of the Canada Revenue Agency ("**CRA**") which have been made publicly available in writing prior to the date hereof. This summary assumes that the Tax Proposals will be enacted as proposed but no assurances can be given that the Tax Proposals will be enacted in their current form, or at all. This summary does not otherwise take into account or anticipate any changes in law or in the administrative policies and assessing practices of the CRA, whether by legislative, governmental or judicial decision or action, nor does it take into account any other federal or any provincial, territorial or foreign tax legislation or considerations, which may differ significantly from those discussed in this Offering Memorandum. Modification or amendment of the Tax Act or the Tax Proposals could significantly alter the tax status of the Trust or the tax consequences of investing in Trust Units.

This summary describes the principal Canadian federal income tax considerations generally applicable to an acquisition of Trust Units pursuant to the Offering and to the holding or disposition of Trust Units. However, the income and other tax consequences of acquiring, holding or disposing of Trust Units will vary depending on the Trust Unitholder's particular circumstances, including the province or territory or provinces or territories in which the Trust Unitholder resides or carries on business. Accordingly, this summary is of a general nature only and is not intended to be legal or tax advice to any prospective holder of Trust Units. Investors should consult their own tax advisors with respect to the tax consequences of the Offering and the acquisition, holding or disposition of Trust Units based on their particular circumstances.

Status of the Trust

Qualification as a Mutual Fund Trust

This summary is based on the assumption that the Trust qualifies and will continue to qualify at all times as a "mutual fund trust" within the meaning of the Tax Act. To qualify as a mutual fund trust, the Trust, among other things, must be a "unit trust" as defined in the Tax Act which generally requires that the issued units of the Trust include units having conditions requiring the Trust to accept, at the demand of the holder thereof and at prices determined and payable in accordance with the conditions, the surrender of such units, and that the fair market value of such units not be less than 95% of the fair market value of all of the issued units, must not be established or maintained primarily for the benefit of non-residents of Canada, must restrict its undertaking to: (i) the investing of its funds in property (other than real property or an interest in real property or an immovable or a real right in an immovable), (ii) the acquiring, holding, maintaining, improving, leasing or managing of any real property (or interest in real property) or of any immovable (or real right in immovables) that is capital property of the Trust, or (iii) any combination of the activities described in (i) and (ii), and must have at least 150 Trust Unitholders each holding not less than 100 Trust Units of a particular class which are qualified for distribution to the public and which have an aggregate fair market value of not less than $500 (the "**minimum distribution requirements**"). In this connection, an officer of the Trust has advised counsel that (i) the Trustees intend to cause the Trust to qualify as a mutual fund trust throughout the life of the Trust, (ii) the Trust's undertaking conforms and will continue to conform with the restrictions for mutual

fund trusts, and (iii) there is no reason to believe that the Trust will not comply with the minimum distribution requirements described above at all relevant times.

In the event that the Trust were not to qualify as a mutual fund trust at any particular time, the Canadian federal income tax considerations described herein would, in some respects, be materially and adversely different.

The SIFT Rules

This summary is based on the assumption that the Trust will not be subject to the tax applicable to SIFT Trusts as defined in the rules applicable to SIFT trusts and SIFT partnerships, each as defined in the Tax Act (the "**SIFT Rules**") and that the Partnership and any other Subsidiary in which the Trust has a direct or indirect interest will also not be subject to the SIFT Rules.

The SIFT Rules effectively tax certain income of a publicly-traded or listed trust that is distributed to its investors and certain income of a publicly-traded or listed partnership on the same basis as would have applied had the income been earned through a taxable Canadian corporation and distributed by way of dividend to its shareholders. These rules apply only to "SIFT trusts", "SIFT partnerships" and their investors.

The SIFT Rules apply to a trust or partnership the interests in which are listed or traded on a stock exchange or other public market if the trust or partnership holds one or more "non-portfolio properties" unless, in the case of a trust, such trust qualifies as a "real estate investment trust" for purposes of the Tax Act. Non-portfolio properties generally include certain investments in real properties situated in Canada, property that is used in the course of carrying on a business in Canada and certain investments in corporations and trusts resident in Canada, and in partnerships with specified connections to Canada. The Trust does not currently expect the Trust Units or any interest in the Trust, the Partnership or any other Subsidiary to be listed or traded on a stock exchange or other public market for purposes of the SIFT Rules. However, if investments in the Trust, the Partnership or any other Subsidiary were to become publicly listed or traded, there can be no assurance that the Trust, the Partnership or such other Subsidiary will not be subject to the SIFT Rules, in which case certain income tax considerations described below would, in some respects, be materially different.

Taxation of the Trust

The taxation year of the Trust is generally the calendar year. In each taxation year the Trust will generally be subject to tax under Part I of the Tax Act on its income for the year, including net realized taxable capital gains for that year and its allocated share of income of each source of the Partnership (or any other Subsidiary that is a partnership) for its fiscal period ending in or coincidentally with such taxation year, less the portion thereof that the Trust deducts in respect of the amounts paid or payable, or deemed to be paid or payable, in the year to Trust Unitholders. An amount will be considered to be payable to a Trust Unitholder in a taxation year if the Trust Unitholder is entitled in that year to enforce payment of the amount.

On a disposition or deemed disposition of an LP Unit (including a redemption) by the Trust, the Trust will generally realize a capital gain (or a capital loss) equal to the amount by which the Trust's "proceeds of disposition" (as defined in the Tax Act) exceed (or are less than) the adjusted cost base of the Trust's interest in the Partnership that can reasonably be regarded as being attributable to that LP Unit and any reasonable costs of disposition.

The Trust will generally not be subject to tax on any amounts received as distributions from the Partnership. Generally, distributions to the Trust from the Partnership will result in a reduction of the adjusted cost base of the Trust's interest in the Partnership by the amount of such distribution. Income allocated to the Trust from the Partnership for a fiscal period of the Partnership will generally increase the adjusted cost base of the Trust's interest in the Partnership, and losses allocated to the Trust from the Partnership which are not limited by the application of the "at-risk" rules in the Tax Act will generally reduce the adjusted cost base of the Trust's interest in the Partnership, at the beginning of the immediately following fiscal period. If the Trust's adjusted cost base of its interest in the Partnership at the end of a fiscal period of the Partnership would otherwise be a negative amount, the Trust will be deemed to realize a capital gain equal in such negative amount for its taxation year in which such fiscal period ends and the Trust's adjusted cost base of its interest of the Partnership will be increased to nil.

In computing its income for purposes of the Tax Act, the Trust may deduct reasonable administrative costs and other reasonable expenses incurred by it for the purpose of earning income. The Trust may also deduct from its income for a year a portion of any reasonable expenses incurred by the Trust in the course of issuing Trust Units. The portion of the issue expenses deductible by the Trust in a taxation year is 20% of the total issue expenses, pro-rated where the Trust's taxation year is less than 365 days. Any losses incurred by the Trust (including losses allocated to the Trust by the Partnership and capable of being deducted by the Trust) may not be allocated to Trust Unitholders, but may generally be carried forward and deducted in computing the taxable income of the Trust in future years in accordance with the detailed rules and limitations in the Tax Act.

Certain rules in the Tax Act (the "**EIFEL Rules**") are intended, where applicable, to limit the deductibility of interest and financing expenses in certain circumstances, including the computation of income or loss by a trust for purposes of the Tax Act. If the EIFEL Rules were to apply to the Trust, the amount of interest and financing expenses otherwise deductible by the Trust may be reduced and the taxable component of distributions by the Trust to Trust Unitholders may be increased accordingly. An officer of the Trust has advised counsel that the Trust does not expect the EIFEL Rules to have an adverse impact on the Trust or the Trust Unitholders (in respect of their investment in the Trust), but there can be no assurances in this regard.

The Declaration of Trust generally provides that the amount of the Trust's taxable income (including net taxable capital gains) necessary to ensure that the Trust will not be liable to pay any non-refundable income tax under Part I of the Tax Act for any year shall be made payable on the last day of such year to Persons who are Trust Unitholders on that date. An officer of the Trust has advised counsel that the Trust intends to deduct for purposes of the Tax Act such amount of the Trust's income as is paid or payable by way of cash or Trust Units to Trust Unitholders (other than bonus distributions paid under the DRIP) for each taxation year to the extent necessary to comply with that requirement. Provided this is done, the Trust will generally not be subject to non-refundable income tax under Part I of the Tax Act in any year.

The Trust will be entitled for each taxation year to reduce (or receive a refund in respect of) its liability, if any, for tax on its net realized taxable capital gains by an amount determined under the Tax Act based on the redemption of Trust Units during the year (the "capital gains refund"). In certain circumstances, the capital gains refund in a particular taxation year may not completely offset the Trust's tax liability for that taxation year arising in connection with the redemption of Trust Units. The Declaration of Trust provides that all or a portion of any capital gains realized by the Trust as a result of such redemptions may, at the discretion of the Trustees, be treated as having been paid or made payable to the redeeming Trust Unitholder and, subject to the ATR

Rule discussed below, the taxable portion of such capital gain will be deductible by the Trust in computing its income. The taxable portion of any capital gain so designated must be included in the income of a redeeming Trust Unitholder. The Tax Act includes a specific anti-avoidance rule (referred to herein as the "**ATR Rule**") pursuant to which the Trust generally will not be entitled to a deduction in computing its income in respect of amounts allocated to redeeming Trust Unitholders in respect of taxable capital gains to the extent that the amount so allocated is greater than the taxable capital gain that would otherwise have been realized by the redeeming Trust Unitholder on the redemption (as determined by the Trustees using reasonable efforts to obtain the information required to determine the Trust Unitholder's cost amount of the redeemed Trust Units). As a result, the taxable component of distributions by the Trust to non-redeeming Trust Unitholders may be adversely affected. The Trustees intend, to the extent possible, to administer the redemption of Trust Units in such a manner that no deduction by the Trust should be denied under the ATR Rule.

Taxation of the Partnership

Each member of the Partnership, or of another Subsidiary of the Trust that is a partnership (including the Trust as a member of the Partnership) will be required to include (or will be entitled to deduct, subject to the "at-risk rules") in computing its income, its share of the income (or loss) from each source of such partnership for such partnership's fiscal period ending in, or coincidentally with, the member's taxation year or fiscal period, as applicable, whether or not any such income is actually distributed to the member in the year. For this purpose, the income or loss of the Partnership (or any other Subsidiary of the Trust that is a partnership) from each source will be computed for each fiscal period as if such partnership were a separate person resident in Canada.

In computing the income or loss of the Partnership or another Subsidiary of the Trust that is a partnership, deductions may generally be claimed in respect of administrative and other expenses incurred for the purpose of earning income from business or property to the extent they are not capital in nature and do not exceed a reasonable amount, reasonable interest in respect of debt of such partnership incurred for the purpose of earning income (subject to the following paragraph) and available capital cost allowance.

If the EIFEL Rules were to apply to the Trust, the Trust may be required to include an amount in computing its income in respect of its allocated share of interest and financing expenses deducted by the Partnership (or another Subsidiary of the Trust that is a partnership), and the taxable component of distributions by the Trust to Trust Unitholders may be increased accordingly. See the discussion of the EIFEL Rules above under "Taxation of the Trust".

The income or loss of the Partnership or another Subsidiary of the Trust that is a partnership from each source for a fiscal period will be allocated to the members of such partnership (including the Trust as a member of the Partnership) on the basis of their respective shares of such income or loss as provided in the applicable partnership agreement, subject to the detailed rules in the Tax Act. Generally, distributions by a partnership to a partner in excess of the partner's share of the income of the partnership for a fiscal period will result in a reduction of the adjusted cost base of the partner's interest in the partnership by the amount of such excess. In certain circumstances, distributions to a partner that would otherwise cause the partner's adjusted cost base of the partner's interest in the partnership to be negative may give rise to a deemed capital gain, as described in more detail above under "*Taxation of the Trust*".

If the Partnership (or any other Subsidiary of the Trust that is a partnership) were to incur losses for purposes of the Tax Act, the Trust's ability to deduct its allocated share of such losses may be limited by the "at risk" rules in the Tax Act.

Taxation of Trust Unitholders

Distributions

Subject to the application of the SIFT Rules discussed above, a Trust Unitholder will generally be required to include in income for a particular taxation year the portion of the Trust Income and the taxable portion of Net Realized Capital Gains of the Trust for the taxation year ending in or coincidentally with the particular taxation year of the Trust Unitholder, that is paid or payable, or deemed to be paid or payable, to the Trust Unitholder in the particular taxation year, whether such portion is received in cash, additional Trust Units or otherwise. Any loss of the Trust for purposes of the Tax Act cannot be allocated by the Trust to, or be treated as a loss of, the Trust Unitholders.

The non-taxable portion of any Net Realized Capital Gains of the Trust, the taxable portion of which is designated by the Trust in respect of the Trust Unitholder, that is paid or payable, or deemed to be paid or payable, to a Trust Unitholder in a taxation year will not be included in computing the Trust Unitholder's income for the year. Any other amount in excess of the Trust Income and Net Realized Capital Gains of the Trust that is paid or payable, or deemed to be paid or payable, by the Trust to a Trust Unitholder in a taxation year, including any bonus distribution reinvested in Trust Units under the DRIP, generally will not be included in the Trust Unitholder's income for the year. A Trust Unitholder will be required to reduce the adjusted cost base of its Trust Units by the portion of any amount (other than proceeds of disposition in respect of the redemption of Trust Units and the non-taxable portion of Net Realized Capital Gains of the Trust for the year, the taxable portion of which was designated by the Trust in respect of the Trust Unitholder) paid or payable to such Trust Unitholder by the Trust that was not included in computing the Trust Unitholder's income. To the extent that the adjusted cost base of a Trust Unit would otherwise be less than zero, the negative amount will be deemed to be a capital gain realized by the Trust Unitholder from the disposition of the Trust Unit and will be added to the adjusted cost base of the Trust Unit so that the adjusted cost base will be reset to zero. The composition of distributions paid by the Trust, portions of which may be fully or partially taxable or non-taxable, may change over time, potentially affecting the after-tax return to Trust Unitholders.

Provided that appropriate designations are made by the Trust, the taxable portion of the Net Realized Capital Gains of the Trust and foreign source income of the Trust as is paid or becomes payable to a Trust Unitholder will effectively retain its character and be treated as such in the hands of the Trust Unitholder for purposes of the Tax Act. To the extent that any amounts are designated as foreign source income, the corresponding portion of the "business-income tax" and "non-business-income tax" (each as defined in the Tax Act) considered to have been paid by the Trust in respect of such foreign source income will be deemed to have been paid by the Trust Unitholder for purposes of the foreign tax credit provisions of the Tax Act.

Dispositions of Trust Units

On a disposition or deemed disposition of a Trust Unit (including a redemption), a Trust Unitholder will generally realize a capital gain (or a capital loss) equal to the amount by which the Trust Unitholder's "proceeds of disposition" (as defined in the Tax Act) exceed (or are less than) the aggregate of the adjusted cost base of the Trust Unit and any reasonable costs of disposition.

Proceeds of disposition will not include an amount payable by the Trust that is otherwise required to be included in the Trust Unitholder's income (such as any amount designated as payable by the Trust to a redeeming Trust Unitholder out of capital gains or income of the Trust, having regard to the discussion above concerning the ATR Rule) or the non-taxable portion of any Net Realized Capital Gains of the Trust payable to the Trust Unitholder, the taxable portion of which is designated by the Trust in respect of the Trust Unitholder.

The adjusted cost base of a Trust Unit to a Trust Unitholder will generally include all amounts paid by the Trust Unitholder for the Trust Unit, subject to certain adjustments, and may be reduced by distributions made by the Trust to a Trust Unitholder as described above. The cost to a Trust Unitholder of Trust Units received in lieu of a cash distribution of income of the Trust will be equal to the amount of such distribution that is satisfied by the issuance of such Trust Units. The cost of Trust Units acquired on the reinvestment of distributions under the DRIP will be the amount of such reinvestment. For the purpose of determining the adjusted cost base of a Trust Unit to a Trust Unitholder, when a Trust Unit is acquired the cost of the newly-acquired Trust Unit will be averaged with the adjusted cost base of all identical Trust Units owned by the Trust Unitholder as capital property immediately before such acquisition. There will generally be no net increase or decrease in the aggregate adjusted cost base of a Trust Unitholder's Trust Units as a result of the receipt of any bonus distribution automatically reinvested in Trust Units under the DRIP **(**except to the extent that such a bonus distribution results in a deemed capital gain as described above); however, the adjusted cost base per Trust Unit of such Trust Unitholder's Trust Units will generally be reduced.

A redemption of Trust Units in consideration for cash or Redemption Notes will be a disposition of such Trust Units for proceeds of disposition equal to the amount of such cash or fair market value of such Redemption Notes, as the case may be.

Trust Unitholders exercising the right of redemption will consequently realize a capital gain (or a capital loss) depending upon whether the proceeds of disposition received exceed (or are less than) the adjusted cost base of the Trust Units redeemed and any reasonable costs of disposition. The taxation of capital gains and capital losses is described below under "*Taxation of Capital Gains and Capital Losses*".

A consolidation of Trust Units following a distribution that is paid in Trust Units will not be considered to result in a disposition of Trust Units by Trust Unitholders. The aggregate adjusted cost base to a Trust Unitholder of all of the Trust Unitholder's Trust Units will not change as a result of a consolidation of Trust Units; however, the adjusted cost base per Trust Unit will increase.

Redesignation of Trust Units

A redesignation of Trust Units from one class of units to another should not, in and of itself, result in a Trust Unitholder being considered to dispose of his or her Trust Units. Generally, a Trust Unitholder's aggregate adjusted cost base in respect of his or her Trust Units will not be changed as a result of a redesignation.

Alternative Minimum Tax

In general terms, net income of the Trust paid or payable, or deemed to be paid or payable, to a Trust Unitholder who is an individual or trust (other than certain types of trusts specified in the Tax Act), that is designated as net taxable capital gains, and capital gains realized on the

disposition of Trust Units by such a Trust Unitholder, may increase the Trust Unitholder's liability for alternative minimum tax under the Tax Act.

Refundable Tax

A Trust Unitholder that is throughout a taxation year a "Canadian-controlled private corporation" or is at any time in the taxation year a "substantive CCPC" (each as defined in the Tax Act) may be liable to pay an additional tax (refundable in certain circumstances) in respect of its "aggregate investment income" (as defined in the Tax Act) for the year, which is generally defined to include interest, all or substantially all of the income and taxable capital gains paid or payable, or deemed to be paid or payable, to the Trust Unitholder by the Trust, and taxable capital gains realized on the disposition of Trust Units by such a Trust Unitholder. Trust Unitholders that are corporations are advised to consult their own tax advisors.

Taxation of Capital Gains and Capital Losses

One-half of any capital gain (a "taxable capital gain") realized by a Trust Unitholder on a disposition or deemed disposition of Trust Units and the taxable portion of any Net Realized Capital Gains of the Trust designated by the Trust in respect of a Trust Unitholder will be included in income as a taxable capital gain. One-half of any capital loss (an "allowable capital loss") realized by a Trust Unitholder on a disposition or deemed disposition of Trust Units must generally be deducted from taxable capital gains realized by the Trust Unitholder in the year of disposition. Allowable capital losses realized in excess of taxable capital gains in a particular taxation year may generally be deducted against taxable capital gains realized in the three (3) preceding taxation years or in any subsequent taxation year, subject to and in accordance with the provisions of the Tax Act.

Eligibility for Investment by Registered Plans

Provided that the Trust qualifies at all relevant times as a "mutual fund trust" under the Tax Act, the Trust Units will be qualified investments for trusts governed by registered retirement savings plans ("**RRSPs**"), registered retirement income funds ("**RRIFs**"), registered disability savings plans ("**RDSPs**"), deferred profit sharing plans, registered education savings plans ("**RESPs**") , tax-free savings accounts ("**TFSAs**") and first home savings accounts ("**FHSAs**"), each as defined in the Tax Act (each a "**Registered Plan**").

Notwithstanding the foregoing, the holder of a TFSA, FHSA or RDSP, the annuitant of an RRSP or RRIF or the subscriber of an RESP, will be subject to a penalty tax if the Trust Units held in such TFSA, FHSA, RDSP, RRSP, RRIF or RESP are a "prohibited investment" as defined in the Tax Act for such Registered Plan. The Trust Units generally will not be a "prohibited investment" for a trust governed by such a Registered Plan provided that the holder of the TFSA, FHSA or RDSP, the annuitant of the RRSP or RRIF or the subscriber of the RESP, as applicable, (i) deals at arm's length with the Trust for the purposes of the Tax Act and (ii) does not have a "significant interest", as defined for purposes of the prohibited investment rules in the Tax Act, in the Trust. In addition, the Trust Units will generally not be a "prohibited investment" for a trust governed by a TFSA, FHSA, RDSP, RRSP, RRIF or RESP if the Trust Units are "excluded property" (as defined for purposes of the prohibited investment rules in the Tax Act) for such trust. Holders of a TFSA, FHSA or RDSP, annuitants of an RRSP or RRIF and subscribers of an RESP should consult their own tax advisors as to whether the Trust Units will be a "prohibited investment" in their particular circumstances.

A Redemption Note will likely not be a qualified investment for Registered Plans, and the receipt of such property on the redemption of a Trust Unit may give rise to adverse consequences to such Registered Plan or the holder, annuitant, subscriber or beneficiary in respect of that Registered Plan. Accordingly, holders, annuitants and subscribers of Registered Plans that own Trust Units should consult their own tax advisors before deciding to exercise the redemption rights attached to the Trust Units.

INFORMATION EXCHANGE OBLIGATIONS

The Tax Act includes provisions which implement the OECD Common Reporting Standard (the "**CRS Provisions**") and the Canada-United States Enhanced Tax Information Exchange Agreement (the "**IGA**" and, together with the CRS Provisions, the **"Tax Information Exchange Legislation**"). Pursuant to the Tax Information Exchange Legislation, certain "Canadian financial institutions" (as defined in the Tax Information Exchange Legislation) are required to have procedures in place, in general terms, to identify accounts held by residents of foreign countries or by certain entities organized in, or the "controlling persons" of which are resident in, a foreign country (or, in the case of the United States, of which the holder or any such controlling person is a citizen) and to report required information to the CRA. Such information will be exchanged by the CRA on a reciprocal, bilateral basis with the countries in which the account holder or any such controlling person is resident (or of which such holder or person is a citizen, where applicable), where such countries have agreed to a bilateral information exchange with Canada to which the Tax Information Exchange Legislation applies. Under the Tax Information Exchange Legislation, Trust Unitholders may be required to provide certain information regarding their tax status for the purpose of such information exchange, unless the Trust Units are held within a Registered Plan.

COMPENSATION PAID TO SELLERS AND FINDERS

Pursuant to the Agency Agreement, to assist with effecting sales of Trust Units, the Trust has retained the Equiton Agent to act as selling agent of the Trust Units and the Equiton Agent may retain sub-agents and the Trust may, from time to time, retain other selling agents in addition to the Equiton Agent. For details of the compensation paid to sellers and finders, including to the Equiton Agent, see "*Purchase Options*". In addition to the sales commissions described in "*Purchase Options*", the Trust shall:

(a) pay to the Equiton Agent wholesale costs of 1.25% of the gross proceeds of the Offering (the "**Wholesale Costs**");

(b) pay to the Equiton Agent and the Selling Agents, as applicable, a dealer fee of 1.5% of the gross proceeds of the Offering ("**Dealer Fee**");

(c) pay to the Equiton Agent or any lead agent appointed by the Equiton Agent a lead agent fee of up to 0.5% of the gross proceeds of the Offering; and

(d) pay to the Equiton Agent and the other Selling Agents the costs and expenses incurred by the Selling Agents in connection with the Offering.

For example, assuming $10,000,000 of gross proceeds is realized on the sale of the Trust Units, the aggregate sales commissions to be paid to the Equiton Agent or sub-agent or other Selling Agent will vary based on the number of Class A Trust Units, Class C Trust Units, Class E Trust Units, Class F Trust Units or Class I Trust Units subscribed to, the Trust will incur Wholesale Costs of up to $125,000, Dealer Fees of up to $150,000, and a Fee of $50,000. The Trust has

agreed, subject to certain exceptions, to indemnify the Equiton Agent and may indemnify the other Selling Agents and their directors, officers, employees and agents against certain liabilities, including, without restriction, civil liabilities under Canadian securities laws, and to contribute to any payments the lead agents may be required to make in respect thereof.

RELATIONSHIP BETWEEN THE TRUST, THE EQUITON AGENT AND OTHER RELATED PARTIES

The Equiton Agent, the Asset Manager, the Property Manager and the General Partner are all Affiliates of each other, as they are each controlled by Jason Roque and each entity is a Related Party to the Trust. These entities may have significant influence over the Partnership and therefore, the financial results of the Trust. You should review this section carefully. See *"Risk Factors – Significant Influence by Jason Roque, Equiton Partners and Other Related Parties" and "Risk Factors – Potential Conflicts of Interest*".

The Equiton Agent

Jason Roque, a Trustee and Chief Executive of the Trust, indirectly, through wholly owned Subsidiaries, controls the Equiton Agent and is a director and the Chief Executive Officer of the Equiton Agent. In addition, Helen Hurlbut, a Trustee and Chief Financial Officer of the Trust is the President & Chief Financial Officer of the Equiton Agent. As a result, the Equiton Agent is a Related Party to the Trust.

In addition, the Equiton Agent acts exclusively for certain companies that are either directly or indirectly controlled and/or beneficially owned by Jason Roque, or which hold securities in companies that are either directly or indirectly controlled and/or beneficially owned by Jason Roque.

In light of the foregoing, the Trust is a "connected issuer" and "related issuer" of the Equiton Agent under Canadian securities law. The decision to distribute the Trust Units and the determination of the terms of the distribution were not negotiated at arm's length between the Equiton Agent and the Trust. The determination by the Trust to proceed with the Offering was not made at the request or suggestion of the Equiton Agent. The Equiton Agent will not receive any benefit in connection with the Offering other than the Equiton Agent's fees payable by the Trust to the Equiton Agent described under "*Compensation Paid to Sellers and Finders*". The proceeds of the Offering will not be applied for the benefit of the Equiton Agent. However, the proceeds of the Offering will be used by the Trust to invest in the Partnership, the General Partner of which is an Affiliate of the Equiton Agent, and Equiton Partners, an Affiliate of the Equiton Agent, will receive fees from the Partnership for its engagement as Asset Manager and Property Manager of the Partnership.

The Asset Manager and the Property Manager

Equiton Partners, as Asset Manager and Property Manager, is a Related Party to the Trust because Jason Roque and Helen Hurlbut, both Trustees, are the Chief Executive Officer and the President & Chief Financial Officer, respectively, of Equiton Partners and Mr. Roque is the sole director of Equiton Partners. Also, Mr. Roque indirectly, through wholly owned subsidiaries, controls Equiton Partners. In addition, pursuant to the Declaration of Trust, Equiton Partners is entitled to appoint up to four (4) Trustees.

The General Partner

The General Partner is indirectly, through wholly owned subsidiaries, owned and controlled by Jason Roque, who is also a director and the President of the General Partner. Helen Hurlbut is the Chief Financial Officer of the General Partner.

As a result of the relationships noted above, the Equiton Agent, Equiton Partners and the General Partner are Related Parties of the Trust. Jason Roque may have a significant influence over each of these entities and each of the entities may have a significant influence over the Partnership and the Trust.

RISK FACTORS

There are certain risk factors inherent in an investment in the Trust Units. All or substantially all of the Trust's assets will consist of LP Units. Therefore, the risks of the Trust will include the risks of the Partnership. Subscribers should carefully consider the following risks of the Trust, Trust Units and the Partnership before subscribing for the Trust Units.

Investment Risk

Resale Restrictions

There is currently no market through which the Trust Units may be sold. **Unless permitted under Canadian securities laws, no Trust Unitholder can trade Trust Units before the date that is four (4) months and a day after the date the Trust becomes a reporting issuer in any province or territory of Canada**. The Trust is not, and currently has no intention of becoming, a reporting issuer in any province or territory of Canada, and therefore all Trust Units will be subject to an indefinite hold period. Trust Units may only be transferred under limited exemptions under applicable Canadian securities laws. Consequently, Trust Unitholders may not be able to sell the Trust Units readily or at all, and they may not be accepted as collateral for a loan. Trust Unitholders should be prepared to hold the Trust Units indefinitely and, except through the redemption rights granted under the Declaration of Trust, should not expect to be able to liquidate their investment even in the case of an emergency.

Availability of Distributable Income

There are many factors that will affect the quantum and timing of distributions from the Partnership and the Trust, including working capital requirements of the portfolio of properties, any restrictive covenants in third-party debt financing and the impact of public health crises, such as the COVID-19 pandemic. Subscribers should consider the risk factors set forth herein which can affect the stability of distributions and recovery of a Subscriber's initial investment.

Partnership Distributable Income is calculated before deducting items such as principal repayments, capital expenditures and payments on the redemption of Redeemable LP Units and, accordingly, may exceed actual cash available to the Partnership from time to time. The Partnership may be required to use part of its debt capacity or raise additional equity in order to accommodate such items, and there can be no assurance that funds from such sources will be available on favourable terms or at all. In such circumstances, distributions may be reduced, which may therefore also have an adverse impact on the distributions of the Trust and the market price of the Trust Units. In addition, the Trust may pay distributions in the form of additional Trust Units or fractions of Trust Units. Accordingly, cash distributions are not guaranteed and cannot

be assured. See "*Material Contracts – Declaration of Trust – Distribution Policy*" and "*Material Contracts – The LP Agreement – Distributions".*

Trust Distributable Income is calculated in accordance with the Declaration of Trust. Distributable income is not a measure recognized under generally accepted accounting principles and does not have a standardized meaning prescribed by GAAP. Trust Distributable Income is used because management of the Trust believes this non-GAAP measure is a relevant measure of the ability of Trust to earn and distribute cash returns to Trust Unitholders. Distributable income as computed by the Trust may differ from similar computations as reported by other similar organizations and, accordingly, may not be comparable to distributable income as reported by such organizations. Distributable income is calculated by reference to the net income of the Trust, as determined in accordance with GAAP, subject to certain adjustments as set out in the constating documents of the Trust.

Structural Subordination of Trust Units

In the event of a bankruptcy, liquidation or reorganization of the Trust or any of its 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 Trust and those Subsidiaries before any assets are made available for distribution to the Trust Unitholders. The Trust Units will be effectively subordinated to most of the indebtedness and other liabilities of the Trust and its Subsidiaries. The Trust shall not incur or assume any Indebtedness if, after giving effect to the incurring or assumption of the Indebtedness, the total Indebtedness of the Trust would be more than 75% of the Gross Book Value, unless the Independent Trustees, in their discretion, determine that the maximum amount of Indebtedness shall be based on the appraised value of the Properties instead of Gross Book Value.

Liability of Trust Unitholders

Notwithstanding certain provisions of the Declaration of Trust, there is a risk that a party may seek to assert that Trust Unitholders be held personally liable for the obligations of the Trust or in respect of claims against the Trust. Such risks are expected to be limited since the Trust intends to limit its investments to LP Units and the Trust does not intend to carry on any other business. However, there is no assurance that Trust Unitholders will not be personally liable for the obligations of the Trust.

Pursuant to the Declaration of Trust, if a Trust Unitholder is held personally liable as such, in respect of any liability whatsoever in tort, contract or otherwise, to any Person in connection with the Trust Property or the affairs of the Trust, including for satisfaction of any obligation or claim arising out of or in connection with any contract or obligation of the Trust or of the Trustees or any obligation which a Trust Unitholder would otherwise have to indemnify a Trustee for any personal liability incurred by such Trustee as such ("**Trust Liability**"), such Trust Unitholder is entitled to reimbursement out of the Trust Property in respect of any payment of such Trust Liability made by such Trust Unitholder. The rights accruing to a Trust Unitholder do not exclude any other rights to which such Trust Unitholders may be lawfully entitled, nor does anything contained in the Declaration of Trust restrict the right of the Trustee to indemnify or reimburse a Trust Unitholder out of the Trust Property in any appropriate situation not specially provided herein but, for greater certainty, the Trustees have no liability to reimburse a Trust Unitholder for taxes assessed against them by reason of or arising out of their ownership of Trust Units.

Trust Unitholders will not have the benefit of the *Trust Beneficiaries' Liability Act*, 2004 (Ontario), as the Trust is not a reporting issuer as defined under the *Securities Act* (Ontario).

Trust Unitholders could also be required to return distributions previously made by the Trust if it is determined that such distributions were wrongfully made or, in certain other circumstances, under the terms of the Declaration of Trust. Where a Trust Unitholder has received the return of all or part of the amount contributed to the Trust, the Trust Unitholder is nevertheless liable to the Trust or, where the Trust is terminated, to its creditors for any amount not in excess of the amount returned with interest that is necessary to discharge the liabilities of the Trust to all creditors who extended credit or whose claims otherwise arose before the return of the contribution. Additionally, Trust Unitholders may have to return all or a portion of distributions made to them to the extent the Trust has an obligation to withhold any amounts from such distribution for tax purposes.

Nature of Investment

A Trust Unitholder will not hold a share of a body corporate. Trust Unitholders do not have statutory rights normally associated with ownership of shares of a corporation including, for example, the right to bring "oppression" or "derivative" actions. The rights of Trust Unitholders are based primarily on the Declaration of Trust. There is no statute governing the affairs of the Trust equivalent to the *Business Corporations Act* (Ontario) or the *Canada Business Corporations Act* which sets out the rights and entitlements of shareholders of corporations in various circumstances.

Restrictions on Ownership of Trust Units

The Declaration of Trust imposes various restrictions on Trust Unitholders. At no time may more than 49% of the Trust Units (on a number of Trust Units or on a fair market value basis) then outstanding be held by or for the benefit of Persons who are Non-Residents.

Liquidity of Trust Units and Redemption Risk

Trust Units are redeemable upon demand of a Trust Unitholder. However, a Trust Unitholder's right to receive cash on a redemption of Trust Units is subject to limitations, including a monthly limit of $50,000 in respect of all Trust Units tendered for redemption. If the redemptions tendered in a calendar month exceed the foregoing limit, then the Trust may satisfy the payment of the Redemption Amount, in part, by the issuance of Redemption Notes, which are promissory notes. Accordingly, in the event that the Trust experiences a large number of redemptions, the Trust may not be able to satisfy all of the redemption requests in cash. Any Redemption Notes which may be received as a result of a redemption of Trust Units will likely not be qualified investments for Registered Plans and may have adverse tax consequences if held by a Registered Plan. See "*Material Contracts – Declaration of Trust – Redemption of Trust Units*" and *"Certain Canadian Federal Income Tax Considerations – Eligibility for Investment by Registered Plans*".

Risks Associated with Redemptions

Use of Available Cash

The payment by the Trust of the Redemption Price of Trust Units in cash (as opposed to payment of the Redemption Price through the issuance of Redemption Notes) will reduce the amount of cash available to the Trust for the payment of distributions to Trust Unitholders, as cash payments

of the amount due in respect of redemptions will take priority over the payment of cash distributions.

Redemption Price

Any amount received on a redemption of Trust Units will be equal to the Redemption Price of a Trust Unit times the number of Trust Units that a Trust Unitholder tenders for redemption, less the costs of implementing the redemption, if any, and any applicable Short Term Trading Fee. See "*Purchase Options*" and "*Material Contracts – Declaration of Trust – Redemption of Trust Units*".

Redemption Price Determination

The amount received on a redemption of Trust Units shall be equal to the Redemption Price and based upon the Market Value of the Trust Units on the day of the Redemption Notice times the number of Trust Units that a Trust Unitholder tenders for redemption, less the costs of implementing the redemption, if any, and any applicable Short Term Trading Fee. There is a risk that the estimate of the Market Value of the Trust Units determined by the Trustees may not accurately reflect the true fair market value of the Trust Units and the Trust Unitholders will have no recourse against the Trust or the Trustees in this respect.

Payment of Redemption Notes

In the event that the Trust is unable to pay the amount owing under a Redemption Note on maturity it may borrow funds from related or unrelated parties, or seek to extend the terms of the Redemption Notes. Notwithstanding the aforesaid, circumstances may arise resulting in the Trust not having funds available to pay on maturity the principal balance and accrued unpaid interest under any Redemption Notes issued.

Redemption Notes will be unsecured

Redemption Notes issued by the Trust will be unsecured debt obligations and may be subordinated to other financing obtained by the Trust and its Subsidiaries.

Priority of Redemption Notes over Trust Units

Redemption Notes, if issued by the Trust, will likely have priority over Trust Units in the event of the liquidation of the assets of the Trust. There are various considerations with respect to creditor rights and bankruptcy law that will need to be considered both at the time Redemption Notes are issued and at the time of any liquidation of the assets of the Trust in order to determine if such a priority exists.

Class Risk

The Trust Units are offered in several Classes. In addition to common fees and expenses, each Class has its own fees and expenses, which are calculated separately. These expenses are deducted in the calculation of the Market Value for each Class and reduce its security value.

If the Trust cannot pay the expenses of one Class using that Class' share of the Trust's assets, it will pay those expenses out of the other Classes' proportionate share of the Trust's assets. This could lower the value of the other Classes of the Trust. The Trust may issue additional Classes without notice to or approval of Trust Unitholders. The creation of additional Classes could

indirectly result in a mitigation of this risk by creating a larger pool of assets for the Trust to draw from. Initially, however, the small asset size of the additional Classes may increase this risk temporarily.

Tax Related Risks

There can be no assurance that Canadian federal or provincial income tax laws and the administrative policies and assessing practices of the CRA respecting the treatment of mutual fund trusts will not be changed in a manner which adversely affects the Trust or the Trust Unitholders.

It is anticipated that the Trust will continue to qualify at all times as a "mutual fund trust" for purposes of the Tax Act. To qualify as a "mutual fund trust", the Trust must be a "unit trust" as defined in the Tax Act, which generally requires that the issued units of the Trust include units having conditions requiring the Trust to accept, at the demand of the holder thereof and at prices determined and payable in accordance with the conditions, the surrender of such units, and that the fair market value of such units not be less than 95% of the fair market value of all of the issued units, and must restrict its undertaking to: (i) the investing of its funds in property (other than real property (or an interest in a real property) or immovables (or a real right in an immovable)), (ii) the acquiring, holding, maintaining, improving, leasing or managing of any real property (or interest in real property) or any immovable (or real right in immovables) that is capital property of the Trust or (iii) any combination of the activities described in (i) and (ii); and must comply with the minimum distribution requirements. The Trust must comply with these requirements on a continuous basis. If the Trust ceases to qualify as a "mutual fund trust" for the purposes of the Tax Act, the income tax consequences described under "*Certain Canadian Federal Income Tax Considerations*" would in some respects be materially and adversely different. For instance, in such a case, the Trust Units will cease to be qualified investments for Registered Plans at that time. Furthermore, the Trust may become subject to alternative minimum tax under section 127.5 of the Tax Act and to tax under Part XII.2 of the Tax Act. In addition, Trust Unitholders may become subject to provincial taxes, such as Ontario land transfer tax, in respect of the Trust Units.

Even if the Trust complies with the above requirements, the Trust may be deemed not to be a mutual fund trust if at any time it can reasonably be considered that the Trust is established and maintained primarily for the benefit of Non-Residents. While the Trustees do not believe that the Trust is presently established or maintained primarily for the benefit of Non-Residents, and the Declaration of Trust includes transfer restrictions and limitations on non-resident ownership of Trust Units intended to ensure that this is the case, the Tax Act does not provide any means of rectifying a loss of mutual fund trust status if such deeming rule were to apply.

Currently, there is generally no HST on residential rents or revenue earned from financial services (i.e., they are generally HST-exempt). As input tax credits for HST paid can generally only be claimed for HST paid in respect of commercial activity (which does not include earning HST-exempt income from renting residential properties and administering investments in such properties), the Trust and the Partnership are generally not able to claim input tax credits for HST paid. Accordingly, an increase in the HST rate or the application of the HST to business input costs presently not considered subject to HST, including as a consequence of changes in the interpretation and administration of HST, may result in the Trust or Partnership having to absorb the additional tax costs on business inputs.

If Trust Units or other investments in the Trust become publicly listed or traded, there can be no assurances that the Trust will not become subject to entity-level tax under the SIFT Rules, as

described under "*Certain Canadian Federal Income Tax Considerations – Status of the Trust – The SIFT Rules*", at that time. If this were to occur, the application of the SIFT Rules may reduce the amount of cash available for distribution to Trust Unitholders and may adversely affect the after-tax return to certain investors on their Trust Units.

Trust Unitholders may be required to include amounts in their taxable income even where they have not received a cash distribution in respect of such amounts. The Declaration of Trust generally provides that a sufficient amount of the Trust's income will be distributed or otherwise made payable each year to Trust Unitholders in order to ensure that the Trust is not liable for non-refundable income tax under Part I of the Tax Act. Where such amount exceeds the cash available for distribution in the year, such excess may be distributed to Trust Unitholders in the form of additional Trust Units.

The designation of income or gains realized by the Trust to Trust Unitholders, including the designation of gains realized on the disposition of investments of the Partnership as capital gains, will depend largely on factual considerations. Management will endeavour to make appropriate characterizations of income or gains realized by the Trust for purposes of designating such income or gains to Trust Unitholders based on information reasonably available to it. However, there is no certainty that the manner in which the Trust characterizes such income or gains will be accepted by the CRA. If it is subsequently determined that the Trust's characterization of a particular amount was incorrect, Trust Unitholders might suffer material adverse tax consequences as a result.

Pursuant to rules in the Tax Act, if the Trust experiences a "loss restriction event" (i) it will be deemed to have a year-end for tax purposes (which could result in an unscheduled distribution of Trust Income and Net Realized Capital Gains, if any, at such time to Trust Unitholders so that the Trust is not liable for non-refundable income tax on such amounts under Part I of the Tax Act), and (ii) it will become subject to the loss restriction rules generally applicable to corporations that experience an acquisition of control, including a deemed realization of any unrealized capital losses and restrictions on its ability to carry forward losses. Generally, the Trust will be subject to a loss restriction event if a Trust Unitholder becomes a "majority-interest beneficiary", or a group of persons becomes a "majority-interest group of beneficiaries", of the Trust, as those terms are defined in the affiliated persons rules contained in the Tax Act, with certain modifications. Generally, a majority-interest beneficiary of the Trust is a beneficiary in the income or capital, as the case may be, of the Trust whose beneficial interests, together with the beneficial interests of persons and partnerships with whom the beneficiary is affiliated, have a fair market value that is greater than 50% of the fair market value of all the interests in the income or capital, as the case may be, of the Trust. Please see "*Certain Canadian Federal Income Tax Considerations – Taxation of Trust Unitholders – Distributions*" for the tax consequences of an unscheduled or other distribution to Trust Unitholders.

The EIFEL Rules are intended, where applicable, to limit the deductibility of interest and financing expenses in certain circumstances, including the computation of income or loss by a trust for purposes of the Tax Act. If the EIFEL Rules were to apply to the Trust, the amount of interest and financing expenses otherwise deductible by the Trust may be reduced and the taxable component of distributions by the Trust to Trust Unitholders may be increased accordingly.

Dilution

The number of Trust Units the Trust is authorized to issue is unlimited. The Trustees have the discretion to issue Trust Units in circumstances other than the Offering, including pursuant to the

Trust's various incentive plans, if any. The number of LP Units the Partnership is authorized to issue is unlimited. The General Partner has the discretion to cause the Partnership to issue LP Units other than to the Trust. Any such issuance of additional Trust Units or LP Units may have a dilutive effect on the Trust Unitholders.

Trust Risk

Future Property Acquisitions

The Partnership's strategy includes growth through identifying suitable property acquisition opportunities, pursuing such opportunities and consummating acquisitions. If the Partnership is unable to manage its growth effectively, it could adversely impact the Partnership's financial condition and results of operations and decrease the amount of cash available for distribution. There can be no assurance as to the pace of growth through property acquisitions or that the Partnership will be able to acquire assets on an accretive basis, and as such there can be no assurance that distributions to Trust Unitholders will increase in the future.

Development Risk

The Partnership may, directly or indirectly, invest in real estate development projects. Any existing or future development investments of the Partnership will entail certain risks, including the expenditure of funds and devotion of management's time to evaluating projects that may not come to fruition; the risk that development costs of a project may exceed original estimates, possibly making the project uneconomical; the risk of construction overrun or other unforeseeable delays, during which the interest rate and leasing risk may fluctuate; the risk that occupancy rates and rents at a completed project will be less than anticipated or that there will be vacant space at the project; the risk that expenses at a completed development will be higher than anticipated; and the risk that permits and other governmental approvals will not be obtained. In addition, the Partnership's future real estate development investments may require a significant investment of capital. The Partnership may be required to obtain funds for its capital expenditures and operating activities, if any, through cash flow from operations, property sales or financings. If the Partnership is unable to obtain such funds, it may have to defer or otherwise limit certain development activities.

Access to Capital

The real estate industry is highly capital intensive. The Partnership will require access to capital to fund its growth strategy and significant capital expenditures from time to time. There can be no assurance that the Partnership will have access to sufficient capital or access to capital (including mortgage loans) on commercially acceptable terms or on terms favourable to the Partnership for future property acquisitions, financing or refinancing of properties, funding operating expenses or other purposes.

Further, the Partnership may not be able to borrow funds due to the limitations set forth in the Declaration of Trust. In addition, global financial markets have experienced a sharp increase in volatility during recent years. This has been, in part, the result of the revaluation of assets on the balance sheets of international financial institutions and related securities. This has contributed to a reduction in liquidity among financial institutions and has reduced the availability of credit to those institutions and to the issuers who borrow from them. It is possible that financing which the Partnership may require in order to grow and expand its operations, upon the expiry of the term of financing, on refinancing any particular Property owned by the Partnership or otherwise, may

not be available or, if it is available, may not be available on favourable terms to the Partnership. Failure by the Partnership to access required capital could adversely impact the Partnership's financial condition and results of operations and decrease the amount of cash available for distribution. As well, the degree of leverage could affect the Partnership's ability to obtain additional financing in the future.

Dependence on the Partnership

The Trust is an unincorporated open-ended investment trust which will be entirely dependent on the operations and assets of the Partnership. Cash distributions to Trust Unitholders will be dependent on, among other things, the ability of the Partnership to make cash distributions in respect of the LP Units held by the Trust. The Partnership is a separate and distinct legal entity from the Trust. The ability of the Partnership to make cash distributions or other payments or advances will depend on the Partnership's results of operations and may be restricted by, among other things, applicable corporate, tax and other laws and regulations and contractual restrictions contained in the instruments governing any indebtedness of the Partnership.

Dependence on Key Personnel

The management of the Trust and the Partnership depends on the services of certain key personnel. The termination of employment by Equiton Partners of any of these key personnel could have a material adverse effect on the Trust and the Partnership.

Dependence on Equiton Partners

The Partnership is dependent upon Equiton Partners for operational and administrative services relating to the Partnership's business. Should Equiton Partners terminate the Asset Management Agreement or Property Management Agreement, the Partnership may be required to engage the services of another external asset manager and/or property manager. The Partnership may be unable to engage an asset manager and/or property manager on acceptable terms, in which case the Partnership's operations and cash available for distribution may be adversely affected.

Potential Conflicts of Interest

Generally, the Trust may be subject to various conflicts of interest because of the fact that the Trustees and senior officers of the Trust, senior officers of Equiton Partners and senior officers of the General Partner are engaged in a wide range of real estate and other business activities. The Trust may become involved in transactions which conflict with the interests of the foregoing.

The Trustees may from time to time deal with Persons, firms, institutions or corporations with which the Trust may be dealing, or which may be seeking investments similar to those desired by the Trust. The interests of these Persons could conflict with those of the Trust. In addition, from time to time, these Persons may be competing with the Trust for available investment opportunities. Conflicts may also exist due to the fact that certain Trustees and officers of the Trust will be affiliated with Equiton Partners.

Specifically, Equiton Partners, the Asset Manager and the Property Manager, operate continuing businesses which may lead to conflicts of interest between Equiton Partners and the Partnership. The Partnership may not be able to resolve any such conflicts, and, even if it does, the resolution may be less favourable to the Partnership than if it were dealing with a party that was not a significant holder of an interest in the Partnership. The agreements that the Partnership entered

into with the Equiton Partners may be amended upon agreement between the parties, subject to Applicable Laws. Because of Equiton Partners' significant holdings and influence over the Partnership, the Partnership may not have the leverage to negotiate any required amendments to these agreements on terms as favourable to the Partnership as those the Partnership would negotiate with a party that was not a significant holder of an interest or influence in the Partnership. Equiton Partners is engaged in a wide range of real estate and other business activities and may be involved in real estate transactions that do not satisfy the Partnership's investment criteria. Such transactions could include real estate transactions that are not accretive to the Partnership, transactions which involve significant capital expenditures for the Partnership, and transactions which may be considered too small.

Where a conflict of interest arises, the Trustees and the General Partner have a conflict of interest policy in place to address the conflict.

The Declaration of Trust contains provisions related to Conflict of Interest Matters requiring Trustees to disclose material interests in material contracts and transactions and to refrain from voting thereon. All Conflict of Interest Matters must be approved unanimously by the Independent Trustees in order for the Trust to proceed with such matters. See "*Material Contracts – Declaration of Trust – Conflict of Interest Restrictions and Provisions*". Furthermore, the directors of the General Partner have adopted a conflict of interest policy on substantially the same terms as that contained in the Declaration of Trust.

Co-Owners Risk; Co-Investments and Joint Venture Risk

The Partnership may enter into co-ownerships, co-investments and joint ventures with third parties to acquire partial interests in Properties.

The Trust's ability to meet its objectives may depend on the Asset Manager's ability to negotiate acceptable terms and conditions in respect of such co-ownership, co-investment and joint venture opportunities. Such co-ownerships, co-investments and joint ventures involve additional risks that Unitholders should be aware of, including:

a) the possibility that such co-owners, co-investors and joint venture partners may have economic interests that are not consistent with those of the Issuers or take actions contrary to the Asset Manager's instructions or requests or to the Manager's policies or objectives with respect to the Properties;

b) the co-venturer/partner may have control over all of the day to day and fundamental decisions relating to a property;

c) the risk that such co-venturers/partners could experience financial difficulties or seek the protection of bankruptcy, insolvency or other laws, which could result in additional financial demands to maintain and operate such properties or repay the co-venturers'/partners' share of property debt guaranteed by the Issuers or their subsidiaries or for which the Issuers or their subsidiaries will be liable and/or result in the Issuers suffering or incurring delays, expenses and other problems associated with obtaining court approval of joint venture or partnership decisions;

d) the risk that such co-venturers/partners may, through their activities on behalf of or in the name of the ventures or partnerships, expose or subject the Issuers or their subsidiaries to liability; and

e) the need to obtain co-venturers'/partners' consents with respect to certain major decisions or inability to have any decision-making authority, including the decision to distribute cash generated from such properties or to refinance or sell a property.

In addition, the sale or transfer of interests in certain of the joint ventures and partnerships may be subject to certain requirements, such as rights of first refusal, rights of first offer or drag-along rights, and certain of the joint venture and partnership agreements may provide for buy-sell or similar arrangements. Such rights may inhibit the Issuers' ability to sell an interest in a property or a joint venture/partnership within the time frame or otherwise on the basis the Asset Manager desires. Additionally, drag-along rights may be triggered at a time when the Asset Manager may not advise the Partnership to sell its interest in a property, but the Partnership may be forced to do so at a time when it would not otherwise be in its best interest.

Whilst the Asset Manager intends to diminish these risks through the legal documents with such co-owner, co-investor or joint venture partner, there can be no assurance that it will be effective in doing so. To decrease the possibility of liability, the Partnership may seek to hold its assets through limited liability entities and if and when appropriate, may obtain indemnities from its co-owners, co-investors and joint venture partners.

Additionally, Equiton Partners may receive fees and/or other incentive-based compensation in connection with any such co-investment, co-ownership or joint venture opportunity and the Issuers and Unitholders will have no entitlement to any such fees or compensation.

Internal Controls

Effective internal controls are necessary for the Trust to provide reliable financial reports and to help prevent fraud. Although the Trust will undertake a number of procedures and the General Partner and Equiton Partners will implement a number of safeguards, in each case, in order to help ensure the reliability of the Trust's, the Partnership's and Equiton Partners' financial reports, including those imposed on the Trust under Canadian securities law, the Trust cannot be certain that such measures will ensure that the Trust will maintain adequate control over financial processes and reporting. Failure to implement required new or improved controls, or difficulties encountered in their implementation, could harm the Trust's results of operations or cause it to fail to meet its reporting obligations. If the Trust or its Auditors discover a material weakness, the disclosure of that fact, even if quickly remedied, could reduce the market's confidence in the Trust's financial statements and harm the value of the Trust Units.

Significant Influence by Jason Roque, Equiton Partners and Other Related Parties

Jason Roque, indirectly, controls Equiton Partners, as well as the General Partner. Equiton Partners has been engaged by the Trust and the Partnership to act as Asset Manager and Property Manager. Therefore, Jason Roque and Equiton Partners may have a significant influence with respect to the affairs of the Partnership.

In addition, the Declaration of Trust provides Equiton Partners the exclusive right to appoint up to four (4) Trustees. The other Trustees are elected at a special meeting of the Trust Unitholders, or in the absence of a special meeting of Trust Unitholders, appointed by the remaining Trustees. An Independent Trustee may also be removed at any time, with or without cause, by a majority of the remaining Trustees. As a result, Equiton Partners will have significant influence over the composition of the board of Trustees and will exercise significant influence with respect to the affairs of the Trust.

The Asset Manager's significant effective interest may discourage transactions involving a change of control of the Partnership, including transactions in which an investor, as a Trust Unitholder might otherwise receive a premium for its Trust Units over the then-current market price.

Limited Ability of Trust Unitholders to Elect Trustees

The Trust Unitholders have the right to elect a Trustee in the event that a Special Meeting of Trust Unitholders is called for that purpose by the Trustees or by Trust Unitholders holding 10% of the outstanding Trust Units. In all other circumstances, Equiton Partners shall have the right to appoint up to four (4) Trustees and the balance of Trustees are appointed by the remaining Trustees.

No Trust Unitholder Approval of Auditors

Trust Unitholders will have no opportunity to approve the Auditors.

Litigation Risks

In the normal course of the Trust's and Partnership's operations, they may become involved in, named as a party to or the subject of, various legal proceedings, including regulatory proceedings, tax proceedings and legal actions relating to personal injuries, property damage, property taxes, land rights, the environment and contract disputes. The outcome with respect to outstanding, pending or future proceedings cannot be predicted with certainty and may be determined adversely to the Trust and/or Partnership and as a result, could have a material adverse effect on the Trust's assets, liabilities, business, financial condition and results of operations. Even if the Trust and/or Partnership prevails in any such legal proceeding, the proceedings could be costly and time-consuming and would divert the attention of management and key personnel from the Partnership's business operations, which could adversely affect the Partnership's and the Trust's financial condition.

Assumption of Liabilities

The Partnership will assume liabilities arising out of or related to the Partnership's business, operations or assets, and will agree to indemnify the Vendor of the Properties being acquired for, among other matters, such liabilities. The Partnership may assume unknown liabilities that could be significant.

Reliance on External Sources of Capital

Because the Partnership expects to make regular cash distributions, it likely will not be able to fund all of its future capital needs, including capital for acquisitions and property development, with income from operations. The Partnership therefore will have to rely on third-party sources of capital, which may or may not be available on favourable terms, if at all. The Partnership's access to third-party sources of capital depends on a number of things, including the market's perception of its growth potential and its current and potential future earnings. If the Partnership is unable to obtain third-party sources of capital, it may not be able to acquire or develop properties when strategic opportunities exist, satisfy its debt obligations or make regular distributions to Trust Unitholders.

Derivatives Risks

The Partnership may invest in and use derivative instruments, including futures, forwards, options and swaps, to manage its utility and interest rate risks inherent in its operations. There can be no assurance that the Partnership's hedging activities will be effective. Further, these activities, although intended to mitigate price volatility, expose the Partnership to other risks. The Partnership is subject to the credit risk that its counterparty (whether a clearing corporation in the case of exchange traded instruments or another third party in the case of over-the-counter instruments) may be unable to meet its obligations. In addition, there is a risk of loss by the Partnership of margin deposits in the event of the bankruptcy of the dealer with whom the Partnership has an open position in an option or futures or forward contract. In the absence of actively quoted market prices and pricing information from external sources, the valuation of these contracts involves judgment and use of estimates. As a result, changes in the underlying assumptions or use of alternative valuation methods could affect the reported fair value of these contracts. The ability of the Partnership to close out its positions may also be affected by exchange imposed daily trading limits on options and futures contracts. If the Partnership is unable to close out a position, it will be unable to realize its profit or limit its losses until such time as the option becomes exercisable or expires or the futures or forward contract terminates, as the case may be. The inability to close out options, futures and forward positions could also have an adverse impact on the Partnership's ability to use derivative instruments to effectively hedge its utility and interest rate risks.

Restrictions on Potential Growth and Reliance on Credit Facilities

The payout by the Partnership of a substantial part of its operating cash flow could adversely affect the Partnership's ability to grow unless it can obtain additional financing. Such financing may not be available, or renewable, on attractive terms or at all.

Financing

The Partnership is subject to the risks associated with debt financing, including the risk that the Partnership may be unable to make interest or principal payments or meet loan covenants, the risk that defaults under a loan could result in cross defaults or other lender rights or remedies under other loans, and the risk that existing indebtedness may not be able to be refinanced or that the terms of such refinancing may not be as favourable as the terms of existing indebtedness.

Industry Risk

Risk of Real Estate Investment and Ownership

An investment in Trust Units will provide Subscribers with exposure to investments in real estate assets through the Trust's interest in the Partnership and the Properties. Investment in real estate is subject to numerous risks which are beyond the control of the Trust, including the following factors: general economic conditions, local real estate markets, demand for leased premises, competition from other available premises and various other factors. The value of real property and any improvements thereto may also depend on the credit and financial stability of the tenants. Trust Distributable Income will be adversely affected if one or more major tenants or a significant number of tenants of Properties were to become unable to meet their obligations under their leases or if a significant amount of available space in such Properties is not able to be leased on economically favourable lease terms. In the event of default by a tenant, delays or limitations in enforcing rights as lessor may be experienced and substantial costs in protecting the

Partnership's investment may be incurred. The ability to rent unleased space in Properties will be affected by many factors. Costs may be incurred in making improvements or repairs to Properties required by a new tenant. A prolonged deterioration in economic conditions could increase and exacerbate the foregoing risks. The failure to rent unleased space on a timely basis or at all would likely have an adverse effect on the Trust's financial condition.

Certain significant expenditures, including property taxes, capital repair and replacement costs, maintenance costs, mortgage payments, insurance costs and related charges must be made throughout the period of ownership of real property regardless of whether the property is producing any income. Fixed costs such as utilities, property taxes, maintenance costs, mortgage payments, insurance costs, and related costs, may have a material adverse effect on the Partnership's business, cash flows, financial condition, and results of operations if the Partnership cannot maintain or increase its average monthly rental rates and lease levels. If the Partnership is unable to meet mortgage payments on any property, losses could be sustained as a result of the mortgagee's exercise of its rights of foreclosure or sale.

Real property investments tend to be relatively illiquid, with the degree of liquidity generally fluctuating in relationship with demand for and the perceived desirability of such investments. Such illiquidity will tend to limit the Partnership's ability to vary its portfolio promptly in response to changing economic or investment conditions. If, for whatever reason, liquidation of assets is required, there is a risk that sale proceeds realized might be less than the current book value of the Partnership's investments or that market conditions would prevent prompt disposition of assets. The Partnership may, in the future, be exposed to a general decline of demand by tenants for space in Properties. As well, certain of the leases of the Properties may have early termination provisions which, if exercised, would reduce the average lease term.

Revenue Producing Properties

The Properties generate income through rental payments made by the tenants thereof. Residential tenant leases are relatively short, exposing the Partnership to market rental-rate volatility. Upon the expiry of any lease, there can be no assurance that such lease will be renewed or the tenant replaced. The terms of any subsequent lease may be less favourable to the Partnership than the existing lease. Unlike commercial leases which generally are "net" leases and allow a landlord to recover expenditures, residential leases are generally "gross" leases and the landlord is not able to pass on costs to its tenants.

Acquisition Risk

The Partnership intends to invest in interests in Properties selectively. The investment of interests in Properties entails risks that investments will fail to perform in accordance with expectations. In undertaking such acquisitions, the Partnership will incur certain risks, including the expenditure of funds on, and the devotion of management's time to transactions that may not come to fruition. Additional risks inherent in acquisitions include risks that Properties will not achieve anticipated performance levels and that estimates of the costs, timing and steps required to make improvements to bring an acquired property up to standards established for the market position intended for that property or complete a project related to a property may prove inaccurate. Before making any investment, the Partnership intends to conduct due diligence that it deems reasonable and appropriate based on the facts and circumstances applicable to each investment. When conducting due diligence, the Partnership may be required to evaluate important and complex business, financial, tax, accounting, environmental and legal issues. Legal counsel and other outside consultants may be involved in this due diligence process in varying degrees.

Nevertheless, when conducting due diligence and making an assessment regarding an investment the Partnership relies on the resources available to it, including information provided by a Vendor, development partner or borrower and, in some cases, third-party investigations, and the results of the due diligence may not reveal all the relevant facts that may be necessary or helpful in evaluating such an opportunity. Moreover, such an investigation will not necessarily result in the investment being successful.

Interest Rate Risk

Interest rate risk is the risk that the market value of the Partnership's assets may fluctuate due to changes in market interest rates. This may impact the cost of borrowing as it relates to mortgages and other loans. The mortgage loans obtained by the Partnership may include indebtedness with interest rates based on variable lending rates that will result in fluctuations in the Partnership's cost of borrowing. Accordingly, fluctuations in interest rates may adversely impact the Partnership's profitability.

Environmental Matters

Under various laws, the Partnership could become liable for the costs of removal or remediation of certain hazardous or toxic substances released on or in properties invested in by the Partnership or disposed of at other locations. The failure to remove or remediate such substances, if any, may adversely affect an owner's ability to sell such real estate or to borrow using such real estate as collateral, and could potentially also result in claims against the owner by private plaintiffs or government authorities. Where a Property is purchased and new financing is obtained, Phase I Environmental Assessments are performed by an independent and experienced environmental consultant. In the case of mortgage assumption, the Vendor will be asked to provide a satisfactory Phase I and/or Phase II Environmental Assessment that the Asset Manager will rely upon and/or determine whether an update is necessary.

Exposure to Secondary and Suburban Markets

The Properties are located in secondary markets of the Province of Ontario. Real estate in these markets is typically less liquid and more volatile compared to primary centers due to the smaller and less diverse local economies and less demand.

Historic Results Not a Predictor of the Future Results

Historical lease rates and revenues are not necessarily an accurate prediction of the future lease rates for the residential Properties or revenues to be derived therefrom. Reported estimated market rents can be seasonal and the significance of any variations from quarter to quarter would materially affect the Partnership's annualized estimated gain-to-lease amount. There can be no assurance that upon the expiry or termination of existing leases, the average lease rates and revenues will be higher than historical lease rates and revenues and it may take a significant amount of time for market rents to be recognized by the Partnership due to internal and external limitations on its ability to charge these new market-based rents in the short term.

Uninsured Losses

The Partnership will arrange for comprehensive insurance, including fire, liability and extended coverage, of the type and in the amounts customarily obtained for properties similar to those to be owned by the Partnership or its subsidiaries and will endeavour to obtain coverage where

warranted against earthquakes and floods. However, in many cases certain types of losses (generally of a catastrophic nature) are either uninsurable or not economically insurable. Should such a disaster occur with respect to any of the Properties, the Trust could suffer a loss of capital invested and not realize any profits which might be anticipated from the disposition of such Properties.

Insurance Renewals

There is a possibility that the Partnership may not be able to renew its current insurance policies or obtain new insurance policies in the future for its Properties once they expire. The current terms and levels of coverage may not be available to the Partnership for property and casualty insurance, as well as insurance against natural disasters. In addition, the premiums that insurance companies may charge in the future may be significantly greater than they are currently. If the Partnership is unable to obtain adequate insurance for its Properties, the Partnership could be in default under certain contractual commitments that it has made. The Partnership may also be subject to a greater risk of not being covered should damages to its Properties occur, therefore affecting the Partnership's business, cash flows, financial condition, results of operations and ability to make distributions to its Trust Unitholders.

Reliance on Third-Party Management

Equiton Partners may rely on third parties, including independent management companies, external consultants and property managers to perform certain real estate activities, including property management functions in respect of certain of the Properties. To the extent Equiton Partners relies on such management companies, the employees of such management companies will devote as much of their time to the management of the Properties as in their judgement is reasonably required and may have conflicts of interest in allocating management time, services and functions among the Properties and their other development, investment and/or management activities.

Competition for Real Property Investments

The Partnership will compete for suitable real property investments with individuals, corporations, REITs and similar vehicles, and institutions (both Canadian and foreign) which are presently seeking, or which may seek in the future real property investments similar to those sought by the Partnership. An increased availability of investment funds allocated for investment in real estate would tend to increase competition for real property investments and increase purchase prices, reducing the yield on such investments.

Competition for Tenants

The real estate business is competitive. Numerous other developers, managers and owners of properties compete with the Partnership in seeking tenants. The existence of competing developers, managers and owners and competition for the Partnership's tenants could have an adverse effect on the Partnership's ability to lease suites in its Properties and on the rents charged.

Fluctuations in Capitalization Rates

As interest rates fluctuate in the lending market, generally so too do capitalization rates which affect the underlying value of real estate. As such, when interest rates rise, generally capitalization

rates should be expected to rise. Over the period of investment, capital gains and losses at the time of disposition can occur due to the decrease or increase of these capitalization rates.

General Economic Conditions

The Partnership is affected by general economic conditions, local real estate markets, competition from other available rental premises, including new developments, and various other factors. The competition for tenants also comes from opportunities for individual home ownership, including condominiums, which can be particularly attractive when home mortgage loans are available at relatively low interest rates. The existence of competing developers, managers and owners and competition for the Partnership's tenants could have an adverse effect on the Partnership's ability to lease suites in its Properties and on the rents charged, increased leasing and marketing costs and increased refurbishing costs necessary to lease and release suites, all of which could adversely affect the Partnership's revenues and, consequently, its ability to meet its obligations. In addition, any increase in the supply of available space in the markets in which the Partnership operates or may operate could have an adverse effect on the Partnership.

Public Health Crises

Public health crises relating to any virus, flu, epidemic, pandemic or any other similar disease or illness (each a "**Health Crisis**") could materially adversely impact the Trust's ability to pay distributions to Trust Unitholders, the Trust's business and its tenants' income, and thereby the ability of tenants to meet their rent obligations, by disrupting businesses, interrupting capital markets, resulting in government regulations adverse to the Trust's business and otherwise negatively impacting local, national and global economies. A Health Crisis could further result in a general or acute decline in economic activity in the regions in which the Trust holds assets, increased unemployment, staff shortages, reduced tenant traffic, mobility restrictions and other quarantine measures, supply shortages, increased government regulation, and the quarantine or contamination of one or more of the Properties. Contagion in a property or market in which the Trust operates could negatively impact its occupancy, reputation or attractiveness. All of these occurrences may have a material adverse effect on the Trust's business, cash flows, financial condition and results of operations and ability to make distributions to Trust Unitholders.

Government Regulation

Certain provinces and territories of Canada have enacted residential tenancy legislation which, among other things, imposes rent control guidelines that limit the Partnership's ability to raise rental rates at its Properties. Limits on the Partnership's ability to raise rental rates at its Properties may materially adversely affect the Partnership's ability to increase income from its Properties.

In addition to limiting the Partnership's ability to raise rental rates, provincial and territorial residential tenancy legislation provides certain rights to tenants, while imposing obligations upon the landlord. Residential tenancy legislation in the Province of Ontario prescribes certain procedures which must be followed by a landlord in order to terminate a residential tenancy. As certain proceedings may need to be brought before the respective administrative body governing residential tenancies as appointed under a province's residential tenancy legislation, it may take several months to terminate a residential lease, even where the tenant's rent is in arrears.

Residential tenancy legislation in certain provinces and territories provide the tenant with the right to bring certain claims to the respective administrative body seeking an order to, among other things, compel the landlord to comply with health, safety, housing and maintenance standards.

As a result, the Partnership may, in the future, incur capital expenditures which may not be fully recoverable from tenants. The inability to fully recover substantial capital expenditures from tenants may have a material adverse effect on the Partnership's business, cash flows, financial condition and results of operations and ability to make distributions to Trust Unitholders. Residential tenancy legislation may be subject to further regulations or may be amended, repealed or enforced, or new legislation may be enacted, in a manner which will materially adversely affect the ability of the Partnership to maintain the historical level of earnings of its Properties.

REPORTING OBLIGATIONS

The Trust is not a reporting issuer in any jurisdiction. In Ontario, Québec, Saskatchewan, and New Brunswick, the Trust must, within 120 days after the end of each of its financial years, deliver to the securities regulatory authorities annual financial statements and make them reasonably available to each Trust Unitholder who has acquired Trust Units under this Offering Memorandum. In Alberta, the Trust must, within 120 days after the end of each of its financial years, file with the securities regulatory authority annual financial statements and make them reasonably available to each Trust Unitholder who has acquired Trust Units under this Offering Memorandum. In Nova Scotia, the Trust must, within 120 days after the end of each of its financial years, make the Trust's annual financial statements reasonably available to each Trust Unitholder who has acquired Trust Units under this Offering Memorandum. Such financial statements must be provided until the earlier of the date that the Trust becomes a reporting issuer in any jurisdiction in Canada or the Trust ceases to carry on business and it must be accompanied by a notice of the Trust disclosing in reasonable detail the use of the aggregate gross proceeds raised by the Trust raised under this Offering Memorandum.

In New Brunswick, Nova Scotia and Ontario, the Trust must make reasonably available to each Subscriber who has acquired Trust Units under this Offering Memorandum, a notice of each of the following events within 10 days of the occurrence of the event:

(a) a discontinuance of the Trust's business;

(b) a change in the Trust's industry; or

(c) a change of control of the Trust.

Financial statements or other information relating to the Trust and provided to Trust Unitholders in the future may not by itself be sufficient for your needs to enable you to prepare your income tax returns or to assess the performance of your investment.

Additionally, pursuant to the Declaration of Trust, the Trust must deliver to Trust Unitholders a report of the Independent Trustees regarding their review and approval of any Conflict of Interest Matters during the prior fiscal year at the same time that the audited annual financial statements are delivered to Trust Unitholders.

RESALE RESTRICTIONS

The Trust Units are subject to a number of resale restrictions under securities laws, including a restriction on trading. Until the restriction on trading expires, you will not be able to trade the Trust Units unless you are eligible to rely on and comply with an

exemption from the prospectus and registration requirements under applicable securities laws.

The Trust Units are not listed on an exchange. There is currently no secondary market through which the Trust Units may be sold, there can be no assurance that any such market will develop, and the Trust has no current plans to develop such a market. Accordingly, the only methods of liquidation of an investment in Trust Units is by way of a transfer or redemption of such Trust Units in accordance with applicable securities laws and the Declaration of Trust. Aggregate redemptions of Trust Units are limited to $50,000 per month in cash unless approved by the Trustees with the remainder of any redemptions in excess of $50,000 being satisfied by the issuance of Redemption Notes subject to the Trust Unitholder's right to withdraw such redemption request. Subscribers of Trust Units are advised to seek legal advice prior to any resale of the Trust Units. See "*Material Contracts – Declaration of Trust – Redemption of Trust Units*".

For Subscribers resident in British Columbia, Alberta, Saskatchewan, Québec, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador, unless permitted under applicable securities laws, the Trust Units cannot be traded before the date that is four (4) months and a day after the date the Trust becomes a reporting issuer in any province or territory of Canada.

For Subscribers resident in Manitoba, unless permitted under applicable securities laws, a Trust Unitholder must not trade the Trust Units without the prior written consent of the regulator in Manitoba, unless (i) the Trust has filed a prospectus with the regulator in Manitoba with respect to the Trust Units and the regulator in Manitoba has issued a receipt for that prospectus, or (ii) the Trust Unitholder has held the Trust Units for at least 12 months. The regulator in Manitoba will consent to such a trade if the regulator is of the opinion that to do so is not prejudicial to the public interest.

If physical certificates representing the Trust Units are issued, they will have the following legend inscribed thereon:

> "Unless permitted under securities legislation, you cannot trade these securities before the date that is four months and a day after the date the Trust became a reporting issuer in any province or territory of Canada."

The Trust is not currently a reporting issuer in any of the provinces or territories of Canada and does not intend to become a reporting issuer in any province or territory of Canada.

SUBSCRIBERS' RIGHTS OF ACTION

If you purchase Trust Units you will have certain rights, some of which are described below. For information about your rights, you should consult legal counsel.

Two Day Cancellation Right for a Subscriber

Subscribers can cancel their agreements to purchase Trust Units. To do so, the Subscriber must send a notice to the Trust before midnight on the second (2nd) Business Day after the Subscriber signs the Subscription Agreement in respect of the Trust Units.

Rights of Action for Misrepresentation

Securities legislation in certain provinces of Canada provides purchasers of Trust Units pursuant to this Offering Memorandum with a statutory right of action for damages or rescission in addition to any other rights they may have at law, in cases where this Offering Memorandum and any amendment to it contains a "Misrepresentation". Where used herein, "Misrepresentation" means an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make any statement not misleading in light of the circumstances in which it was made. These rights, or notice with respect thereto, must be exercised or delivered, as the case may be, by the Subscriber within the time limits prescribed and are subject to the defenses and limitations contained under the applicable securities legislation. Subscribers resident in provinces of Canada that do not provide for such statutory rights will be granted a contractual right similar to the statutory right of actions and rescission described below for purchasers resident in Ontario and such right will form part of the Subscription Agreement to be entered into between each such purchaser and the Trust in connection with the Offering.

The following summaries are subject to the express provisions of the securities legislation applicable in each of the provinces of Canada and the regulations, rules and policy statements thereunder. Subscribers should refer to the securities legislation applicable in their province along with the regulations, rules and policy statements thereunder for the complete text of these provisions or should consult with their legal advisor. The contractual and statutory rights of action described in this Offering Memorandum are in addition to and without derogation from any other right or remedy that purchasers may have at law.

Rights of Subscribers in Alberta

Section 204(1) of the *Securities Act* (Alberta) provides that if a person or company purchases securities offered by an offering memorandum that contains a Misrepresentation, the purchaser has, without regard to whether the purchaser relied on the Misrepresentation, a right of action (a) for damages against (i) the Trust, (ii) every director of the Trust at the date of the offering memorandum, and (iii) every person or company who signed the offering memorandum, and (b) for rescission against the Trust, provided that:

(a) if the purchaser elects to exercise its right of rescission, it shall cease to have a right of action for damages against the person or company referred to above;

(b) no person or company referred to above will be liable if it proves that the purchaser had knowledge of the Misrepresentation;

(c) no person or company (other than the Trust) referred to above will be liable if it proves that the offering memorandum was sent to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its being sent, the person or company promptly gave reasonable notice to the issuer that it was sent without the knowledge and consent of the person or company;

(d) no person or company (other than the Trust) referred to above will be liable if it proves that the person or company, on becoming aware of the Misrepresentation in the offering memorandum, withdrew the person's or company's consent to the offering memorandum and gave reasonable notice to the Executive Director and the issuer of the withdrawal and the reason for it;

(e) no person or company (other than the Trust) referred to above will be liable if, with respect to any part of the offering memorandum purporting to be made on the authority of an expert or purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, the person or company proves that the person or company did not have any reasonable grounds to believe and did not believe that:

(i) there had been a Misrepresentation; or

(ii) the relevant part of the offering memorandum;

(A) did not fairly represent the report, opinion or statement of the expert, or

(B) was not a fair copy of, or an extract from, the report, opinion or statement of the expert;

(f) the person or company (other than the issuer) will not be liable if with respect to any part of the offering memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company

(i) did not conduct a reasonable investigation sufficient to provide reasonable grounds for a belief that there had been no Misrepresentation, and

(ii) believed there had been a Misrepresentation;

(g) in no case shall the amount recoverable exceed the price at which the securities were offered under the offering memorandum;

(h) the defendant will not be liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security as a result of the Misrepresentation;

Section 211 of the *Securities Act* (Alberta) provides that no action may be commenced to enforce these rights more than:

(a) in the case of an action for rescission, 180 days from the day of the transaction that gave rise to the cause of action, or

(b) in the case of any action, other than an action for rescission, the earlier of

(i) 180 days from the day that the plaintiff first had knowledge of the facts giving rise to the cause of action, or

(ii) three (3) years from the day of the transaction that gave rise to the cause of action.

Rights of Subscribers in British Columbia

The right of action for damages or rescission described herein is conferred by Section 132.1 of the *Securities Act* (British Columbia). Section 132.1 of the *Securities Act* (British Columbia)

provides, in relevant part, that in the event that an offering memorandum (such as this Offering Memorandum), contains a Misrepresentation, the purchaser will be deemed to have relied on the Misrepresentation if it was a Misrepresentation at the time of purchase, and the purchaser has, subject to certain limitations and defences, a statutory right of action for damages against the Trust and, subject to certain additional defences, every director of the Trust at the date of the offering memorandum and every person who signed the offering memorandum or, alternatively, may elect instead to exercise a statutory right of rescission against the Trust, in which case the purchaser shall have no right of action for damages against the Trust, provided that, among other limitations:

(a) no person will be liable if it proves that the purchaser purchased the securities with knowledge of the Misrepresentation;

(b) in the case of an action for damages, no person will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the Misrepresentation relied upon; and

(c) in no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser.

In addition, a person or company, other than the Trust, will not be liable if that person or company proves that:

(a) the offering memorandum was sent or delivered to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave written notice to the Trust that it was delivered without the person's or company's knowledge or consent;

(b) after delivery of the offering memorandum and after becoming aware of the Misrepresentation, the person or company withdrew the person's or company's consent to the offering memorandum and gave written notice to the Trust of the withdrawal and the reason for it; or

(c) with respect to any part of the offering memorandum purporting to be made on the authority of an expert, or (ii) to be a copy of, or an extract from, an expert's report, opinion or statement, the person or company proves that the person or company had no reasonable grounds to believe and did not believe that (A) there had been a Misrepresentation, or (B) the relevant part of the offering memorandum did not fairly represent the expert's report, opinion or statement, or was not a fair copy of, or an extract from, an expert's report, opinion or statement.

Further, where a Misrepresentation is contained in an offering memorandum, the directors of the Trust, and every person or company who signed the offering memorandum, shall not be liable with respect to any part of the offering memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company did not conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no Misrepresentation, or believed there had been a Misrepresentation.

A person is not liable for Misrepresentation in forward-looking information if the person proves that the document containing the forward-looking information contained, proximate to that

information, reasonable cautionary language identifying the forward-looking information as such, and identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection in the forward-looking information, and a statement of the material factors or assumptions that were applied in drawing a conclusion or making a forecast or projection set out in the forward-looking information, and the person had a reasonable basis for drawing the conclusions or making the forecasts and projections set out in the forward- looking information.

If a Misrepresentation is contained in a record incorporated by reference into, or deemed incorporated by reference into, the offering memorandum, the Misrepresentation is deemed to be contained in the offering memorandum. Section 140 of the *Securities Act* (British Columbia) provides that no action shall be commenced to enforce these rights more than:

(a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of an action for damages, the earlier of:

  (i) 180 days after the date that the purchaser first had knowledge of the facts giving rise to the cause of action; or

  (ii) three (3) years after the date of the transaction that gave rise to the cause of action.

Rights of Subscribers in Saskatchewan

Section 138(1) of the *Securities Act*, 1988 (Saskatchewan), as amended (the "**Saskatchewan Act**") provides that where an offering memorandum (such as this Offering Memorandum) or any amendment to it is sent or delivered to a purchaser and it contains a Misrepresentation, a purchaser who purchases a security covered by the offering memorandum or any amendment to it has, without regard to whether the purchaser relied on the Misrepresentation, a right of action for rescission against the Trust or a selling security holder on whose behalf the distribution is made, or has a right of action for damages against:

(a) the Trust or a selling security holder on whose behalf the distribution is made;

(b) every promoter and director of the Trust or the selling security holder, as the case may be, at the time the offering memorandum or any amendment to it was sent or delivered;

(c) every person or company whose consent has been filed respecting the offering, but only with respect to reports, opinions or statements that have been made by them;

(d) every person who or company that, in addition to the persons or companies mentioned in (a) to (c) above, signed the offering memorandum or the amendment to the offering memorandum; and

(e) every person who or company that sells securities on behalf of the Trust or selling security holder under the offering memorandum or amendment to the offering memorandum.

Such rights of rescission and damages are subject to certain limitations including the following:

(a) if the purchaser elects to exercise its right of rescission against the Trust or selling security holder, it shall have no right of action for damages against that party;

(b) in an action for damages, a defendant will not be liable for all or any portion of the damages that he, she or it proves do not represent the depreciation in value of the securities resulting from the Misrepresentation relied on;

(c) no person or company, other than the Trust or a selling security holder, will be liable for any part of the offering memorandum or any amendment to it not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company failed to conduct a reasonable investigation sufficient to provide reasonable grounds for a belief that there had been no Misrepresentation or believed that there had been a Misrepresentation;

(d) in no case shall the amount recoverable exceed the price at which the securities were offered; and

(e) no person or company is liable in an action for rescission or damages if that person or company proves that the purchaser purchased the securities with knowledge of the Misrepresentation.

In addition, no person or company, other than the Trust or selling security holder, will be liable if the person or company proves that:

(a) the offering memorandum or any amendment to it was sent or delivered without the person's or company's knowledge or consent and that, on becoming aware of it being sent or delivered, that person or company gave reasonable general notice that it was so sent or delivered;

(b) after the filing of the offering memorandum or the amendment to the offering memorandum and before the purchase of the securities by the purchaser, on becoming aware of any Misrepresentation in the offering memorandum or the amendment to the offering memorandum, the person or company withdrew the person's or company's consent to it and gave reasonable general notice of the person's or company's withdrawal and the reason for it;

(c) with respect to any part of the offering memorandum or any amendment to it purporting to be made on the authority of an expert, or purporting to be a copy of, or an extract from, a report, an opinion or a statement of an expert, that person or company had no reasonable grounds to believe and did not believe that there had been a Misrepresentation, the part of the offering memorandum or any amendment to it did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

A person or company that sells securities on behalf of the Trust or selling security holder under the offering memorandum or amendment to the offering memorandum is not liable for damages or rescission as provided in 138(1) or 138(2) of the Saskatchewan Act if that person can establish

that he, she or it cannot reasonably be expected to have had knowledge of any Misrepresentation in the offering memorandum or the amendment or the offering memorandum.

Not all defences upon which we or others may rely are described herein. Please refer to the full text of the Saskatchewan Act for a complete listing.

Section 138.2 of the Saskatchewan Act also provides that where an individual makes a verbal statement to a purchaser that contains a Misrepresentation relating to the security purchased and the verbal statement is made either before or contemporaneously with the purchase of the security, the purchaser has, without regard to whether the purchaser relied upon the Misrepresentation, if it was a Misrepresentation at the time of purchase, and has a right of action for damages against the individual who made the verbal statement.

Section 141(1) of the Saskatchewan Act provides a purchaser with the right to void the purchase agreement and to recover all money and other consideration paid by the purchaser for the securities if the securities are sold in contravention of the Saskatchewan Act, the regulations to the Saskatchewan Act or a decision of the Saskatchewan Financial Services Commission.

Section 141(2) of the Saskatchewan Act also provides a right of action for rescission or damages to a purchaser of securities to whom an offering memorandum or any amendment to it was not sent or delivered prior to or at the same time as the purchaser enters into an agreement to purchase the securities, as required by Section 80.1 of the Saskatchewan Act.

The rights of action for damages or rescission under the Saskatchewan Act are in addition to and do not derogate from any other right which a purchaser may have at law.

Section 147 of the Saskatchewan Act provides that no action shall be commenced to enforce any of the foregoing rights more than:

(d) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or

(e) in the case of any other action, other than an action for rescission, the earlier of:

(i) one (1) year after the plaintiff first had knowledge of the facts giving rise to the cause of action; or

(ii) six (6) years after the date of the transaction that gave rise to the cause of action.

The Saskatchewan Act also provides a purchaser who has received an amended offering memorandum delivered in accordance with subsection 80.1(3) of the Saskatchewan Act has a right to withdraw from the agreement to purchase the securities by delivering a notice to the person who or company that is selling the securities, indicating the purchaser's intention not to be bound by the purchase agreement, provided such notice is delivered by the purchaser within two (2) Business Days of receiving the amended offering memorandum.

Rights of Subscribers in Manitoba

The right of action for damages or rescission described herein is conferred by section 141.1 of *The Securities Act* (Manitoba). Section 141.1 of *The Securities Act* (Manitoba) provides, in

relevant part, that in the event that an offering memorandum (such as this Offering Memorandum), contains a Misrepresentation, the purchaser will be deemed to have relied upon such Misrepresentation if it was a Misrepresentation at the time of purchase and has, subject to certain limitations and defences, a statutory right of action for damages against the Trust and, subject to certain additional defences, every director of the Trust at the date of the offering memorandum and every person who signed the offering memorandum or, alternatively, may elect instead to exercise a statutory right of rescission against the Trust, in which case the purchaser shall have no right of action for damages against the Trust, directors of the Trust or persons who have signed the offering memorandum, provided that, among other limitations:

(a) no person will be liable if it proves that the purchaser purchased the securities with knowledge of the Misrepresentation;

(b) in the case of an action for damages, no person will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the Misrepresentation relied upon; and

(c) in no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser.

In addition, a person or company, other than the Trust, will not be liable if that person or company proves that:

(a) the offering memorandum was sent or delivered to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company promptly gave reasonable notice to the Trust that it was delivered without the person's or company's knowledge or consent;

(b) after delivery of the offering memorandum and after becoming aware of the Misrepresentation, the person or company withdrew the person's or company's consent to the offering memorandum and gave reasonable notice to the issuer of the withdrawal and the reason for it; or

(c) with respect to any part of the offering memorandum purporting (i) to be made on the authority of an expert, or (ii) to be a copy of, or an extract from, an expert's report, opinion or statement, the person or company proves that the person or company had no reasonable grounds to believe and did not believe that (A) there had been a Misrepresentation, or (B) the relevant part of the offering memorandum did not fairly represent the expert's report, opinion or statement, or was not a fair copy of, or an extract from, an expert's report, opinion or statement.

Further, where a Misrepresentation is contained in an offering memorandum, the directors of the Trust, and every person or company who signed the offering memorandum, shall not be liable with respect to any part of the offering memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no Misrepresentation, or believed there had been a Misrepresentation.

If a Misrepresentation is contained in a record incorporated by reference into, or deemed incorporated by reference into, the offering memorandum, the Misrepresentation is deemed to be contained in the offering memorandum.

Section 141.4(2) of *The Securities Act* (Manitoba) provides that no action shall be commenced to enforce these rights more than:

(a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of an action for damages, the earlier of:

  (i) 180 days after the date that the purchaser first had knowledge of the facts giving rise to the cause of action; or

  (ii) two (2) years after the date of the transaction that gave rise to the cause of action.

Rights of Subscribers in Ontario

Section 130.1 of the *Securities Act* (Ontario) provides that every purchaser of securities pursuant to an offering memorandum (such as this Offering Memorandum) shall have a statutory right of action for damages or rescission against the Trust and any selling security holder in the event that the offering memorandum contains a Misrepresentation. A purchaser who purchases securities offered by the offering memorandum during the period of distribution has, without regard to whether the purchaser relied upon the Misrepresentation, a right of action for damages or, alternatively, while still the owner of the securities, for rescission against the Trust and any selling security holder provided that:

(a) if the purchaser exercises its right of rescission, it shall cease to have a right of action for damages as against the Trust and the selling security holders, if any;

(b) the Trust and the selling security holders, if any, will not be liable if they prove that the purchaser purchased the securities with knowledge of the Misrepresentation;

(c) the Trust and the selling security holders, if any, will not be liable for all or any portion of damages that it proves do not represent the depreciation in value of the securities as a result of the Misrepresentation relied upon;

(d) in no case shall the amount recoverable exceed the price at which the securities were offered; and

(e) the Trust will not be liable for a Misrepresentation in forward-looking information if the Trust proves:

  (i) that the offering memorandum contains reasonable cautionary language identifying the forward-looking information as such, and identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection in the forward-looking information, and a statement of material factors or assumptions that were applied in drawing a

conclusion or making a forecast or projection set out in the forward-looking information; and

(ii) the Trust has a reasonable basis for drawing the conclusion or making the forecasts and projections set out in the forward-looking information.

Section 138 of the *Securities Act* (Ontario) provides that no action shall be commenced to enforce these rights more than:

(a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of an action for damages, the earlier of:

(i) 180 days after the date that the purchaser first had knowledge of the facts giving rise to the cause of action; or

(ii) three (3) years after the date of the transaction that gave rise to the cause of action.

Rights of Subscribers in Québec

If you are a Purchaser resident in Québec, under the Securities Act (Québec) (the "**Québec Act**"), if this Offering Memorandum is delivered to you in Québec and contains a Misrepresentation, you have a statutory right to sue:

(a) the Fund for recission of the Subscription Agreement to buy the Units or revision of the price at which the Units were sold to you, without prejudice to a claim for damages, and

(b) for damages against

(i) the Fund,

(ii) every Person acting in a capacity with respect to the Fund which is similar to that of a director or officer of a company,

(iii) any expert whose opinion, containing a misrepresentation, appeared, with their consent, in this Offering Memorandum,

(iv) the dealer (if any) under contract to the Fund, and

(v) any Person who is required to sign the certificate of attestation in this Offering Memorandum.

This right to sue is available to you whether or not you relied on the Misrepresentation.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action for recission of the Subscription Agreement or revision of the price at which the Units were sold to you within three years after the date that you purchased the Units. You must commence your action for damages by the earlier of (i) three years after you first had knowledge of the facts giving rise to the cause of action, except on proof of

tardy knowledge imputable to the negligence of the purchaser, and (ii) five years from the filing of this Offering Memorandum with the Autorité des marchés financiers de Québec.

There are various defences available to the Persons that you have a right to sue. In particular, they have a defence if you knew of the Misrepresentation when you purchased the securities. In addition, they may have a defence in an action for damages if they prove that they acted prudently and diligently (except in an action brought against the Fund). Additional defences and limitations are set out in the Québec Act.

No Person will be liable for a misrepresentation in "forward-looking information" if the Person proves that:

(a) this Offering Memorandum contains, proximate to the forward-looking information (i) reasonable cautionary language identifying the forward-looking information as such, and identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection in the forward-looking information, and (ii) a statement of the material factors or assumptions that were applied in drawing a conclusion or making a forecast or projection; and

(b) the Person had a reasonable basis for drawing the conclusion or making the forecasts and projections set out in the forward-looking information.

A Purchaser resident in Québec may purchase Securities under the Offering relying on a prospectus exemption that provides them with the statutory rights described above. If you purchase Securities under the Offering in reliance upon a prospectus exemption that does not provide you with such statutory rights, the Fund hereby grants you the same rights, on a contractual basis, as the statutory rights that are described above.

Rights of Subscribers in Nova Scotia

The right of action for damages or rescission described herein is conferred by section 138 of the *Securities Act* (Nova Scotia). Section 138 of the *Securities Act* (Nova Scotia) provides, in relevant part, that in the event that an offering memorandum (such as this Offering Memorandum), together with any amendment thereto, or any advertising or sales literature (as defined in the Securities Act (Nova Scotia)) contains a Misrepresentation, the purchaser will be deemed to have relied upon such Misrepresentation if it was a Misrepresentation at the time of purchase and has, subject to certain limitations and defences, a statutory right of action for damages against the Trust and, subject to certain additional defences, every director of the Trust at the date of the offering memorandum and every person who signed the offering memorandum or, alternatively, may elect instead to exercise a statutory right of rescission against the Trust, in which case the purchaser shall have no right of action for damages against the Trust, directors of the Trust or persons who have signed the offering memorandum, provided that, among other limitations:

(a) no action shall be commenced to enforce the right of action for rescission or damages by a purchaser resident in Nova Scotia later than 120 days after the date on which the initial payment was made for the securities;

(b) no person will be liable if it proves that the purchaser purchased the securities with knowledge of the Misrepresentation;

(c) in the case of an action for damages, no person will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the Misrepresentation relied upon; and

(d) in no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser.

In addition, a person or company, other than the Trust, will not be liable if that person or company proves that:

(a) the offering memorandum or amendment to the offering memorandum was sent or delivered to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person's or company's knowledge or consent;

(b) after delivery of the offering memorandum or amendment to the offering memorandum and before the purchase of the securities by the purchaser, on becoming aware of any Misrepresentation in the offering memorandum or amendment to the offering memorandum the person or company withdrew the person's or company's consent to the offering memorandum or amendment to the offering memorandum, and gave reasonable general notice of the withdrawal and the reason for it; or

(c) with respect to any part of the offering memorandum or amendment to the offering memorandum purporting (i) to be made on the authority of an expert, or (ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that (A) there had been a Misrepresentation, or (B) the relevant part of the offering memorandum or amendment to offering memorandum did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

Further, no person or company, other than the Trust, will be liable with respect to any part of the offering memorandum or amendment to the offering memorandum not purporting (a) to be made on the authority of an expert or (b) to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company (i) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no Misrepresentation or (ii) believed that there had been a Misrepresentation.

If a Misrepresentation is contained in a record incorporated by reference into, or deemed incorporated by reference into, the offering memorandum or amendment to the offering memorandum, the Misrepresentation is deemed to be contained in the offering memorandum or an amendment to the offering memorandum.

Rights of Subscribers in New Brunswick

Section 150 of the *Securities Act* (New Brunswick) provides that where an offering memorandum (such as this Offering Memorandum) contains a Misrepresentation, a purchaser who purchases securities shall be deemed to have relied on the Misrepresentation if it was a Misrepresentation at the time of purchase and:

(a) the purchaser has a right of action for damages against the Trust, directors of the Trust, every person who signed the offering memorandum and any selling security holder(s) on whose behalf the distribution is made, or

(b) where the purchaser purchased the securities from a person referred to in paragraph (a), the purchaser may elect to exercise a right of rescission against the person, in which case the purchaser shall have no right of action for damages against the person.

There are various defences available to the Trust and the selling security holder(s). In particular, no person will be liable for a Misrepresentation if such person proves that the purchaser purchased the securities with knowledge of the Misrepresentation when the purchaser purchased the securities. Moreover, in an action for damages, the amount recoverable will not exceed the price at which the securities were offered under the offering memorandum and any defendant will not be liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security as a result of the Misrepresentation.

Rights of Subscribers in Newfoundland and Labrador

The right of action for damages or rescission described herein is conferred by section 130.1 of the *Securities Act* (Newfoundland and Labrador). Section 130.1 of the *Securities Act* (Newfoundland and Labrador) provides, in relevant part, that in the event that an offering memorandum (such as this Offering Memorandum), contains a Misrepresentation, without regard to whether the purchaser relied upon the Misrepresentation, the purchaser has, subject to certain limitations and defences, a statutory right of action for damages against the Trust and, subject to certain additional defences, every director of the Trust at the date of the offering memorandum and every person who signed the offering memorandum or, alternatively, may elect instead to exercise a statutory right of rescission against the Trust, in which case the purchaser shall have no right of action for damages against the Trust, directors of the Trust or persons who have signed the offering memorandum, provided that, among other limitations:

(a) no person will be liable if it proves that the purchaser purchased the securities with knowledge of the Misrepresentation;

(b) in the case of an action for damages, no person will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the Misrepresentation relied upon; and

(c) in no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser.

Rights of Subscribers in Prince Edward Island, Northwest Territories, Yukon and Nunavut

In Prince Edward Island the *Securities Act* (PEI), in Yukon, the *Securities Act* (Yukon), in Nunavut, the *Securities Act* (Nunavut) and in the Northwest Territories, the *Securities Act* (Northwest Territories) provides a statutory right of action for damages or rescission to purchasers resident in PEI, Yukon, Nunavut and the Northwest Territories respectively, in circumstances where this Offering Memorandum or an amendment hereto contains a misrepresentation, which rights are similar, but not identical, to the rights available to Newfoundland and Labrador purchasers.

Cautionary Statement Regarding Report, Statement or Opinion by Expert

This Offering Memorandum includes: (i) the section entitled "*Certain Canadian Federal Income Tax Considerations*" prepared by Blake, Cassels & Graydon LLP effective as of the date of this Offering Memorandum; and (ii) the annual audited financial statements of the Trust for the year ended December 31, 2025 and accompanying independent auditors' report prepared by Doane Grant Thornton LLP. You do not have a statutory right of action against these parties for a misrepresentation in this Offering Memorandum. You should consult with a legal adviser for further information.

ANCILLARY MATTERS

Legal Counsel

Certain legal matters in connection with the Offering will be passed upon by Blake, Cassels & Graydon LLP on behalf of the Trust.

Auditors, Transfer Agent and Registrar

Doane Grant Thornton LLP is the Trust's auditor and has advised the Trust that it is independent with respect to the Trust within the meaning of the CPA Code of Professional Conduct of the Chartered Professional Accountants of Ontario.

Computershare Trust Company of Canada will act as the transfer agent and registrar of the Trust Units.

SCHEDULE "A" – DESCRIPTION OF PROPERTIES

Property Details

City	Address	Properties	Bachelor	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	Commercial	Total
Brampton, ON	78 Braemar Dr.	1	0	40	112	1	0	0	153
Brantford, ON	19 & 23 Lynnwood Dr.	2	0	35	68	10	0	0	113
	120,126 & 130 St.Paul Ave.	1	0	15	31	0	0	0	46
Breslau, ON	208 Woolwich St. S.	1	0	3	74	1	0	0	78
Burlington, ON	1050 Highland St.	1	0	3	15	0	0	0	18
Burnaby, BC	7070 Inlet Dr.	1	0	57	51	9	0	0	117
Chatham, ON	75 & 87 Mary St.	1	0	22	34	0	0	0	56
	383-385 Wellington St. W.	1	22	26	5	1	0	0	54
Edmonton, AB	10001 Bellamy Hill Rd. NW.	1	3	0	155	0	0	0	158
	17627 63 St. NW.	1	0	68	205	4	0	0	277
	2610 109 St. NW.	1	0	101	74	0	0	0	175
Guelph, ON	98 Farley Dr.	1	22	41	30	0	0	0	93
	5 & 7 Wilsonview Ave.	1	0	5	17	7	0	0	29
	8 & 16 Wilsonview Ave.	2	2	54	53	3	0	0	112
Hamilton, ON	125 Wellington St. N.	1	5	247	73	38	0	1	364
Kingston, ON	252 & 268 Conacher Dr.	2	0	6	18	0	0	0	24
	760/780 Division St.	1	0	24	48	40	0	0	112
	1379 Princess St.	1	1	18	13	0	0	2	34
Kitchener, ON	100-170 Old Carriage Dr.	1	2	14	202	0	0	0	218
London, ON	1355 Commissioners Rd. W.	1	0	14	37	0	0	0	51
	433 King St.	1	0	62	66	1	0	1	130
	470 Scenic Dr.	1	16	32	63	4	0	0	115
Markham, ON	65 Times Ave.	1	9	37	18	0	0	0	64
Mississauga, ON	65 & 75 Paisley Blvd. W.	2	15	67	79	2	0	1	164
Ottawa, ON	Maison Riverain	1							
Sherwood Park, AB	200 Edgar Ln.	1	4	8	92	0	0	0	104
Stratford, ON	30 & 31 Campbell Crt.	2	0	33	63	3	0	0	99
Toronto, ON	12 & 14 Auburndale Crt.	1	0	0	15	23	8	0	46
	2303 Eglinton Ave. E.	1	6	67	96	0	0	0	169
	787 Vaughan Rd.	1	7	25	6	0	0	0	38
	223 Woodbine Ave.	1	0	32	16	0	0	0	48
	650 Woodbine Ave.	1	0	30	8	0	0	0	38
	1862 Bathurst St.	1	12	27	34	2	0	0	75
	4190 Bathurst St.	1	0	53	27	0	0	0	80
	120-130 Raglan Ave.	1	3	145	43	0	0	0	191
Welland, ON	200-230 Denistoun St.	4	1	178	186	23	0	0	388
		44	**130**	**1,589**	**2,127**	**172**	**8**	**5**	**4,031***

*Totals do not include Tower 1 of Maison Riverain currently undergoing stabilization.

Portfolio Details

Burnaby, British Columbia
7070 Inlet Drive
Acquired: August 2025
Purchase Price: $45,625,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	57	51	9	117

Mountain Park Residences is a four-building complex with 117 units and 100 indoor parking spaces. In-suite amenities include luxury vinyl plank flooring, stainless steel appliances, updated kitchens and bathrooms, and private balconies or patios. Property amenities include an indoor pool, fitness centre, and laundry facilities. The location offers easy access to the Barnet Highway, connecting Residents to downtown Vancouver and major employment areas.

Edmonton, Alberta
2610 109 Street Northwest
Acquired: July 2025
Purchase Price: $51,750,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	101	74	0	175

Central Tower is an 18-storey high-rise rental tower with 175 units and 185 indoor parking spaces. Central Tower's open-concept units feature modern finishes, premium appliances, and private balconies. Building amenities include a yoga room, cycling studio, golf simulator, pet wash, and social room. The location offers nearby access to the Century Park LRT and direct access to Gateway Boulevard and Calgary Trail highways.

Edmonton, Alberta
17627 63 Street Northwest
Acquired: December 2024
Purchase Price: $72,600,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	68	205	4	277

Henday Suites is a four-storey rental complex with 277 suites and 394 parking spots. In-suite amenities include laundry, quartz countertops, wide-plank flooring, private balconies, and high-efficiency appliances. Building amenities include gym and yoga room, theatre and social rooms, rooftop patio with BBQs, bike room, pet wash, and storage lockers. The location offers easy access to downtown Edmonton via major highways and public transit.

Toronto, Ontario
1862 Bathurst Street
Acquired: September 2024
Purchase Price: $29,431,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
12	27	34	2	75

Ava Manor is a seven-storey mid-rise with 75 units and 22 indoor parking spaces. Amenities include parcel lockers and renovated common areas. The property is located in Forest Hill, one of Toronto's most prestigious and family-friendly neighbourhoods renowned for its easy access to transit, ample amenities, and numerous parks and trails.

Toronto, Ontario
4190 Bathurst Street
Acquired: September 2024
Purchase Price: $28,435,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	53	27	0	80

Almore Apartments is a nine-storey mid-rise with 80 units and 79 indoor and 13 outdoor parking spaces. Amenities include parcel lockers and renovated common areas. The property is conveniently located close to a TTC bus stop and the Wilson station, and with ample shopping and amenities nearby.

Toronto, Ontario
120 & 130 Raglan Avenue
Acquired: September 2024
Purchase Price: $72,334,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
3	145	43	0	191

Cedarwood Suites is comprised of 120 Raglan, a nine-storey mid-rise with 175 units and 101 indoor and 37 outdoor parking spaces, as well as 130 Raglan, a set of three-storey townhomes with a total of 16 units and six indoor and nine outdoor parking spaces. Amenities in 120 Raglan include renovated common areas, on-site laundry facilities, and parcel lockers while 130 Raglan boasts in-suite laundry, FIBE-ready internet, and dishwashers. This property is located in Forest Hill, one of Toronto's most prestigious neighbourhoods renowned for its easy access to transit, ample amenities, and numerous parks and trails.

Welland, Ontario
200-230 Denistoun St.
Acquired: June 2024
Purchase Price: $73,000,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
1	178	186	23	388

Parkway Village is made up of four, eight-storey apartment buildings with a combined 388 units and 581 parking spots. Amenities including fitness rooms, social rooms, laundry facilities, individual thermostats, and on-site staff. These buildings are located steps from the Welland Recreational Waterway, and offer easy access to downtown Welland, grocery stores, restaurants, coffee shops, hospital, churches, public transit, schools, parks and walking trails.

London, Ontario
470 Scenic Drive
Acquired: October 2023
Purchase Price: $21,500,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
16	32	63	4	115

Scenic Tower is a mid-rise building with nine storeys, 115 units, 100 outdoor parking spaces and 48 underground parking spaces. Amenities include a social room, common laundry facilities, lockers, and an outdoor amenity area. This property ideally sits within walking distance of the Victoria Hospital, the Thames River Valley, and numerous parks with walking and cycling trails. It offers easy access to public transit and Highway 401.

Toronto, Ontario
2303 Eglinton Avenue East
Acquired: December 2022
Purchase Price: $50,000,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
6	67	96	0	169

Ravine Park Apartments has seven storeys, 169 units, and 183 combined indoor and outdoor parking spots. Amenities include common laundry facilities and lockers. This property is near a large commercial district, offering diverse dining, entertainment, and lifestyle amenities. It also provides excellent public transit accessibility with subway and GO stations within walking distance and a planned LRT station across the street.

Edmonton, Alberta
10001 Bellamy Hill Road Northwest
Acquired: December 2022
Purchase Price: $23,750,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
3	0	155	0	158

Park Square Apartments is a 21-storey high-rise rental tower with 158 units and five floors of open-air parking, totalling 195 stalls. Condo-style amenities include a fitness centre, social room, and a rooftop lounge and patio with incredible views of the city and the scenic Edmonton River Valley. The property is within walking distance of downtown Edmonton, rapid transit, and abundant services and amenities, including grocery stores, banks, restaurants, and retail stores.

Sherwood Park, Alberta
200 Edgar Lane
Acquired: September 2022
Purchase Price: $27,750,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
4	8	92	0	104

Emerald Hills Landing is a luxury 55+ rental residence with four storeys, 104 units, and 79 indoor and 36 outdoor parking spaces. Building amenities include a social room, lounge area, and a fitness centre. This property is located less than 20 minutes from downtown Edmonton and is close to a hospital and a wide variety of dining, grocery, and retail options.

Brampton, Ontario
78 Braemar Drive
Acquired: July 2022
Purchase Price: $63,250,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	40	112	1	153

Braemar Place is a modern rental residence with 15 storeys, 153 units, and 57 indoor and 141 outdoor parking spaces. Condo-style amenities include on-site laundry, storage lockers, bicycle storage, a dog run, and an outdoor swimming pool. The property is across from the Bramalea City Centre and close to various schools, parks, and playgrounds, with easy access to public transit and Highways 410, 401 and 407.

Guelph, Ontario
98 Farley Drive
Acquired: March 2022
Purchase Price: $41,550,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
22	41	30	0	93

URBN Lofts is a modern rental residence with six storeys, 93 units, and 124 outdoor parking spots. Condo-style amenities include a fitness room, social lounge, shared workspace, free Wi-Fi throughout, electric vehicle chargers, an outdoor BBQ area, bike storage, and lockers. Ideally located in one of the most sought-after neighbourhoods in Guelph, with easy access to Highway 401, it is within walking distance of several major grocery stores, banks, drug stores, and multiple sit-down and quick-serve restaurants.

Breslau, Ontario
208 Woolwich Street South
Acquired: March 2022
Purchase Price: $36,000,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	3	74	1	78

Joseph's Place is a luxury, fully accessible property with four storeys, 78 units, and 114 parking spaces. Condo-style amenities include a fitness room, social room, lockers, bicycle storage, chair lift access, and an outdoor BBQ area. This property is in a quaint small town, just a 15-minute drive from downtown Kitchener, with many amenities just minutes away, including restaurants, cafés, schools, shops, banks, and grocery stores.

Ottawa, Ontario
280 Montgomery Street
Acquired: January 2022

This Ottawa project is a three-tower mixed-use, purpose-built rental development that will bring much-needed housing to Ottawa's core. Spanning four acres next to the Rideau River at Montreal Road, the project will offer over 1,100 residential units and 20,000 square feet of retail space. The project has an estimated total completion value of approximately $559 million as of November 2022.

Toronto, Ontario
12 & 14 Auburndale Court
Acquired: October 2021
Purchase Price: $21,800,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Total Units
0	0	15	23	8	46

The Scotch Elms is a 46-unit townhome property with 29 outdoor, 37 underground, and seven visitor parking spots. Townhomes feature in-suite laundry, functional basements, and private fenced-in backyards. This property is located in a family-friendly residential neighbourhood within walking distance of grocery and retail stores, schools, and parks, with excellent transit accessibility and Highway 401 only minutes away.

London, Ontario
433 King Street
Acquired: October 2021
Purchase Price: $34,600,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Commercial	Total Units
0	62	66	1	1	130

Kingswell Towers is an 18-storey building with 130 units and underground parking. Amenities include a fitness room, social room, sauna, and bike storage. The building is within walking distance of downtown London and has an abundance of retail, dining, entertainment venues, and nightlife options. It also offers easy access to many city parks, walking trails, bike paths, and the Thames River.

Kitchener, Ontario
100-170 Old Carriage Drive
Acquired: April 2021
Purchase Price: $63,000,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
2	14	202	0	218

Adanac Crossing consists of one, nine-storey building with 108 units and two, three-storey walk-up buildings with 55 units each. It is on a significant piece of land, with 253 surface parking spaces and a large, wooded area with mature trees. Amenities include a fenced-in dog park and laundry facilities. This property is ideally located near Conestoga College and close to shops, restaurants, parks, and playgrounds, with easy access to public transit and major highways.

Hamilton, Ontario
125 Wellington Street North
Acquired: March 2021
Purchase Price: $54,310,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Commercial	Total Units
5	247	73	38	1	364

Wellington Place comprises two connected buildings, 19 and six storeys respectively, occupying nearly an entire city block, with 364 units and underground parking. Amenities include a fitness facility, social room, and laundry lounge with Wi-Fi. This property is conveniently located only minutes from downtown Hamilton and a short commute to McMaster University, Hamilton General Hospital, and St. Joseph's Healthcare. Public transit, GO Transit, shopping, restaurants, and parks are all just steps away.

Toronto, Ontario
650 Woodbine Avenue
Acquired: November 2020
Purchase Price: $12,660,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	30	8	0	38

The Beach Suites is a four-storey building with 38 units, 27 surface parking spots, and laundry facilities in the trendy Beaches neighbourhood of Toronto. The building is in a premier location near public transit routes for downtown Toronto and several parks, the lakefront boardwalk, shopping, amenities, and the Beaches Park on Lake Ontario.

Toronto, Ontario
787 Vaughan Road
Acquired: November 2020
Purchase Price: $10,640,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
7	25	6	0	38

Gertrude Suites is a four-storey building with 38 units and on-site laundry facilities. Residents of this eclectic Eglinton West neighbourhood of Toronto are within walking distance of the Eglinton Crosstown line, restaurants, parks, trails, shopping, and other amenities.

Guelph, Ontario
8 & 16 Wilsonview Avenue
Acquired: July 2020
Purchase Price: $33,000,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
2	54	53	3	112

Treeview Towers is a seven-storey building with 112 units. Amenities include onsite laundry, storage lockers and outdoor parking. This property is conveniently located next to a major shopping centre with a variety of retailers and restaurants. It is close to several parks, walking trails, public transportation, and the University of Guelph.

Toronto, Ontario
223 Woodbine Avenue
Acquired: March 2020
Purchase Price: $19,900,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	32	16	0	48

Beach Park Apartments is a three-and-a-half-storey building with 48 units offering 51 surface parking spaces and laundry facilities. This building is in a premier location just steps from the Beaches Park and boardwalk along Lake Ontario and close to shopping, restaurants, and amenities. The property is near public transit and only minutes from downtown Toronto.

Mississauga, Ontario
65 & 75 Paisley Boulevard West
Acquired: December 2019
Purchase Price: $47,200,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Commercial	Total Units
15	67	79	2	1	164

Seville East & West consists of two, seven-storey buildings, totalling 164 units. Amenities include 126 surface and 60 underground parking spaces, laundry facilities, and an on-site convenience store. The property is just south of downtown Mississauga in a prime location and only minutes from shopping, restaurants, and amenities, including a major hospital. It also has easy access to Highway 403, the QEW, public transit and a GO station.

Guelph, Ontario
5 & 7 Wilsonview Avenue
Acquired: October 2019
Purchase Price: $8,635,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	5	17	7	29

Treeview Manor consists of two, three-storey walk-up buildings with a connecting basement corridor featuring 29 units. Amenities include 42 parking spots and laundry facilities. This property is in a prime location with easy access to Highways 6 and 401 and within walking distance of public transportation. Nearby amenities include a large shopping mall, services, restaurants, and the University of Guelph.

Burlington, Ontario
1050 Highland Street
Acquired: August 2019
Purchase Price: $4,360,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	3	15	0	18

Parkland Apartments is a two-storey walk-up building with 18 units and 20 surface parking spots. Amenities include laundry facilities and on-site management. The property is in a quiet neighbourhood and backs onto a large park with a children's playground and local tennis courts. It offers convenient access to public transportation and major highways, with many nearby amenities, including shopping, restaurants, and local services.

London, Ontario
1355 Commissioners Road West
Acquired: May 2019
Purchase Price: $17,000,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	14	37	0	51

Village West Apartments is a five-storey building with 51 units and outdoor parking. Amenities in this condo-style building include a large, well-appointed lobby, social room, and fitness centre. This property, located in the quaint village of Byron, backs onto a park-like setting with nearby shops, restaurants, schools, parks, conservation areas, and public transit.

Markham, Ontario
65 Times Avenue
Acquired: March 2019
Purchase Price: $21,000,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
9	37	18	0	64

The Foresite is a five-storey building with 64 units. Amenities include 20 surface and 44 underground parking spots, in suite laundry facilities, and elevator service. The building is in a prime location, close to public transit, only minutes from shopping, restaurants, and amenities with easy access to Highways 407, 404 and 7.

Kingston, Ontario
252 & 268 Conacher Drive
Acquired: September 2018
Purchase Price: $2,085,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	6	18	0	24

Riverstone Place and Millstone Place are a pair of two-and-a-half-storey walk-up buildings containing a total of 24 units. Amenities include 25 surface parking spaces and laundry facilities. This property is located close to public transportation, a hospital, fire station, police station, shopping, services, restaurants, Queen's University, and Highway 401.

Chatham, Ontario
75 & 87 Mary Street
Acquired: August 2018
Purchase Price: $5,265,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	22	34	0	56

Thamesview Apartments consists of a pair of two-and-a-half-storey walk-up buildings with 56 units. Amenities include 60 surface parking spaces and laundry facilities. The property is within walking distance of the regional hospital, and close to downtown Chatham, shopping, restaurants, a fire station, a police station, the Thames River and Highway 401.

Kingston, Ontario
1379 Princess Street
Acquired: May 2018
Purchase Price: $3,900,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Commercial	Total Units
1	18	13	0	2	34

The Lucerne is a three-and-a-half-storey building with commercial space on the ground floor. It features 34 units, 40 surface-level parking spaces, an elevator, and laundry facilities. The property is located minutes from Queen's University, St. Lawrence College, the St. Lawrence River, a hospital, fire station, police station, shopping, and restaurants. There is also easy access to public transportation and Highway 401.

Kingston, Ontario
760/780 Division Street & 2 Kirkpatrick Street
Acquired: March 2018
Purchase Price: $12,150,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	24	48	40	112

Treeview Apartments consists of one mid-rise building with three-and-a-half-storeys and 112 units, and two adjacent vacant parcels of land with future development potential. Amenities include 112 surface parking spaces and laundry facilities. This property is close to public transit, the St. Lawrence River, a hospital, police station, shopping, restaurants, Queen's University, and Highway 401.

Chatham, Ontario
383-385 Wellington Street
Acquired: December 2017
Purchase Price: $4,050,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
22	26	5	1	54

Kent Manor consists of one four-storey building and one adjacent single-family dwelling, totalling 54 units. Amenities include 24 surface parking spaces and laundry facilities. The property is in a premium area dominated by single-family homes with easy public transit access. It lies near the Thames River, a hospital, shopping, restaurants, a police station, and St. Clair College.

Brantford, Ontario
19 & 23 Lynnwood Avenue
Acquired: July 2016 and December 2023
Purchase Price: $6,426,000* and $11,250,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	35	68	10	113

Lynnwood Place consists of two neighbouring six-storey buildings with a shared driveway and a combined 113 units. Amenities include 127 surface parking spaces and laundry facilities in both buildings. The property is in a quiet residential area, within walking distance of public transportation, parks, shopping, and restaurants and is minutes from Highway 403.

* Part of a portfolio purchase for $11,475,000 (July 2016)

Brantford, Ontario
120, 126 and 130 St. Paul Avenue
Acquired: July 2016
Purchase Price: $5,049,000*

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	15	31	0	46

Park Manor is a mid-rise, four-storey building with 46 units, and 49 surface parking spots, featuring on-site laundry facilities. The property is within walking distance of the Grand River, Brantford General Hospital, restaurants, schools, and recreational facilities, with easy access to public transportation and Highway 403.

* Part of a portfolio purchase for $11,475,000 (July 2016)

Stratford, Ontario
30 & 31 Campbell Court (2 properties)
Acquired: April 2016
Purchase Price: $8,900,000

Unit Breakdown

Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	Total Units
0	33	63	3	99

The Wynbrook and the Mayfair are two low-rise, three-storey buildings on opposite sides of the street with a combined 99 units. Amenities include 100 surface parking spaces and laundry facilities in each building. The property is minutes from Stratford's historic downtown core, the Avon River, and Lake Victoria. There is easy access to public transportation and shopping, and it is only a 30-minute drive to Kitchener and Waterloo.

* Part of a portfolio purchase for $11,475,000 (July 2016)

SCHEDULE "B" – SUMMARY INFORMATION ABOUT MORTGAGES

Location	Purchase Price	Outstanding Mortgage as at March 31, 2026	Maturity Date	Interest Rate
120, 126 and 130 St. Paul Avenue	$11,475,000	$5,975,000	03/04/2027	5.95%
19 Lynnwood Avenue, Brantford, Ontario	$11,475,000	$9,025,000	03/04/2027	5.95%
383-385 Wellington Street & 49 Lacroix Street, Chatham, Ontario	$4,050,000	$1,934,060 (CMHC 1st Mortgage)	03/01/2028	3.31%
75 & 87 Mary Street, Chatham, Ontario	$5,265,000	$2,356,201 (CMHC 1st Mortgage)	09/01/2028	3.80%
		$376,680 (2nd mortgage)	08/31/2028	4.35%
252 & 268 Conacher Dr., Kingston, Ontario	$2,085,000	$1,123,679	10/01/2028	4.60%
760/780 Division Street & 2 Kirkpatrick Street, Kingston, Ontario	$12,150,000	$14,517,560 (CMHC 1st Mortgage)	12/01/2030	3.740%
		$802,444 (Top up)	03/01/2028	3.24%
1379 Princess Street, Kingston, Ontario	$3,900,000	$2,009,887 (CMHC 1st Mortgage)	06/01/2028	3.50%
30 & 31 Campbell Ct., Stratford, Ontario	$8,900,000	$3,847,451 (CMHC 1st Mortgage)	09/01/2026	2.73%
1355 Commissioners Road West, London, Ontario	$17,000,000	$10,160,782 (CMHC Assumed Mortgage)	09/01/2029	3.18%
65 Times Avenue, Markham, Ontario	$21,000,000	$11,565,495 (CMHC 1st Mortgage)	09/01/2029	2.58%
1050 Highland Street, Burlington, Ontario	$4,360,000	$2,344,489 (CMHC Mortgage)	06/01/2030	2.84%
5 & 7 Wilsonview Ave., Guelph, Ontario	$8,635,000	$4,391,087 (CMHC Mortgage)	06/01/2030	2.74%
65 & 75 Paisley Boulevard West, Mississauga, Ontario	$47,200,000	$18,070,082 (CMHC 1st Mortgage)	06/01/2030	2.49%
		$10,532,918 (CMHC 2nd Mortgage)	12/01/2029	3.46%
223 Woodbine Ave., Toronto, Ontario	$19,990,000	$10,934,671 (CMHC 1st Mortgage)	06/01/2030	2.20%

Location	Purchase Price	Outstanding Mortgage as at March 31, 2026	Maturity Date	Interest Rate
8 & 16 Wilsonview Ave., Guelph, Ontario	$33,000,000	$18,305,912 (CMHC 1st Mortgage)	06/01/2030	2.17%
787 Vaughan Road, Toronto, Ontario	$10,640,000	$5,740,731 (CMHC 1st Mortgage)	03/01/2031	2.00%
650 Woodbine Ave., Toronto, Ontario	$12,660,000	$7,174,687 (CMHC 1st Mortgage)	03/01/2031	2.00%
125 Wellington Street, Hamilton, Ontario	$54,310,000	$11,457,618 (CMHC Assumed Mortgage)	06/01/2026	4.01%
		$32,607,532 (2nd Mortgage)	03/01/2036	4.19%
100 Old Carriage Dr., Kitchener, Ontario	$63,000,000	$40,252,152 (CMHC 1st Mortgage)	12/01/2031	2.43%
433 King Street, London, Ontario	$34,000,000	$24,131,085 (CMHC Mortgage)	03/01/2035	3.99%
12 & 14 Auburndale Ct. Etobicoke, Ontario	$21,000,000	$12,629,855 (CMHC 1st Mortgage)	12/01/2031	2.83%
98 Farley Drive, Guelph, Ontario	$41,550,000	$25,964,113 (CMHC Assumed Mortgage)	12/01/2031	2.83%
208 Woolwich St. S., Breslau, Ontario	$36,000,000	$22,953,446 (CMHC Assumed Mortgage)	08/01/2031	2.13%
78 Braemar Drive, Brampton, Ontario	$63,250,000	$29,378,327 (CMHC 1st Mortgage)	09/01/2032	3.92%
200 Edgar Lane, Sherwood Park, Alberta	$27,750,000	$20,505,273 (CMHC Assumed Mortgage)	09/01/2032	3.53%
10001 Bellamy Hill, Edmonton, Alberta	$23,750,000	$15,427,605 (CMHC 1st Mortgage)	06/01/2033	4.38%
2303 Eglinton Avenue East, Toronto, Ontario	$50,000,000	$22,142,437 (CMHC 1st Mortgage)	06/01/2033	4.20%
470 Scenic Drive, London, Ontario	$21,500,000	$14,600,637 (CMHC Mortgage)	03/01/2034	4.37%
23 Lynnwood Avenue, Brantford Ontario	$11,250,000	$3,531,026 (CMHC Assumed Mortgage)	09/01/2029	2.28%

Location	Purchase Price	Outstanding Mortgage as at March 31, 2026	Maturity Date	Interest Rate
200-230 Denistoun Street, Welland Ontario	$73,000,000	$55,033,631 (CMHC Mortgage)	03/01/2035	4.00%
120 & 130 Raglan Avenue, 1862 Bathurst Street, 4190 Bathurst Street, Toronto Ontario	$130,200,000	$95,300,115 (CMHC Mortgage)	12/01/2034	4.00%
17627 63 St. NW, Edmonton Alberta	$72,600,000	$57,876,090 (CMHC Mortgage)	03/01/2035	4.20%
7070 Inlet Dr, Burnaby, BC V5A 1C1	$45,625,000	$30,530,788 (CMHC Mortgage)	03/01/2036	4.30%
2610 – 109 Street NW, Edmonton, Alberta	$51,750,000	$39,888,195	03/01/2036	4.09%

SCHEDULE "C" – HISTORICAL DISTRIBUTIONS

Monthly Fund Statistics						
Month	**Unit Price**	**Class A Distribution**	**Class C Distribution**	**Class E Distribution**	**Class F Distribution**	**Class I Distribution**
16-Jun	$10.00	0.04167	-	-	0.05000	-
16-Jul	$10.00	0.04167	-	-	0.05000	-
16-Aug	$10.00	0.04167	-	-	0.05000	-
16-Sep	$10.00	0.04167	-	-	0.05000	-
16-Oct	$10.00	0.04167	-	-	0.05000	-
16-Nov	$10.00	0.04167	-	-	0.05000	-
16-Dec	$10.00	0.04167	-	-	0.05000	-
17-Jan	$10.00	0.04167	-	-	0.05000	-
17-Feb	$10.00	0.04167	-	-	0.05000	-
17-Mar	$10.00	0.04167	-	-	0.05000	-
17-Apr	$10.00	0.04167	-	-	0.05000	-
17-May	$10.00	0.04167	-	-	0.05000	-
17-Jun	$10.00	0.04167	-	-	0.05000	-
17-Jul	$10.00	0.04167	-	-	0.05000	-
17-Aug	$10.00	0.04167	-	-	0.05000	-
17-Sep	$10.00	0.04167	-	-	0.05000	-
17-Oct	$10.00	0.04167	-	-	0.05000	-
17-Nov	$10.00	0.04167	-	-	0.05000	-
17-Dec	$10.00	0.04375	-	-	0.05208	-
18-Jan	$10.00	0.04375	-	-	0.05208	-
18-Feb	$10.00	0.04375	-	-	0.05208	-
18-Mar	$10.00	0.04583	-	-	0.05417	-
18-Apr	$10.00	0.04583	-	-	0.05417	-
18-May	$10.00	0.04583	-	-	0.05417	-
18-Jun	$10.00	0.04583	-	-	0.05417	-
18-Jul	$10.05	0.04606	-	-	0.05444	-
18-Aug	$10.05	0.04606	-	-	0.05444	-
18-Sep	$10.05	0.04816	-	-	0.05653	-
18-Oct	$10.10	0.04840	-	-	0.05681	-
18-Nov	$10.10	0.04840	-	-	0.05681	-
18-Dec	$10.10	0.04840	-	-	0.05681	-
19-Jan	$10.10	0.05050	-	-	0.05892	-
19-Feb	$10.12	0.05060	-	-	0.05903	-

Monthly Fund Statistics						
Month	Unit Price	Class A Distribution	Class C Distribution	Class E Distribution	Class F Distribution	Class I Distribution
19-Mar	$10.13	0.05065	-	-	0.05909	-
19-Apr	$10.15	0.05075	-	-	0.05921	0
19-May	$10.17	0.05085	-	-	0.05933	0.06144
19-Jun	$10.19	0.05095	-	-	0.05944	0.06156
19-Jul	$10.22	0.05110	-	-	0.05962	0.06175
19-Aug	$10.25	0.05125	-	-	0.05979	0.06193
19-Sep	$10.28	0.05140	-	-	0.05997	0.06211
19-Oct	$10.31	0.05155	-	-	0.06014	0.06229
19-Nov	$10.40	0.05200	-	-	0.06067	0.06283
19-Dec	$10.40	0.05215	-	-	0.06084	0.06301
20-Jan	$10.43	0.05215	-	-	0.06084	0.06301
20-Feb	$10.46	0.05230	-	-	0.06102	0.0632
20-Mar	$10.50	0.05250	-	-	0.06125	0.06344
20-Apr	$10.50	0.05250	-	-	0.06125	0.06344
20-May	$10.50	0.05250	-	-	0.06125	0.06344
20-Jun	$10.51	0.05255	-	-	0.06131	0.0635
20-Jul	$10.53	0.05265	-	-	0.06143	0.06362
20-Aug	$10.54	0.05270	-	-	0.06148	0.06368
20-Sep	$10.55	0.05275	-	-	0.06154	0.06374
20-Oct	$10.56	0.05280	-	-	0.06160	0.0638
20-Nov	$10.57	0.05285	-	-	0.06166	0.06386
20-Dec	$10.58	0.05290	-	-	0.06172	0.06392
21-Jan	$10.58	0.05391	-	-	0.06290	0.06515
21-Feb	$10.59	0.04874	-	-	0.05687	0.0589
21-Mar	$10.61	0.05407	-	-	0.06308	0.06533
21-Apr	$10.63	0.05242	-	-	0.06116	0.06334
21-May	$10.73	0.05468	-	-	0.06379	0.06607
21-Jun	$10.75	0.05301	-	-	0.06185	0.06406
21-Jul	$10.77	0.05488	-	-	0.06403	0.06632
21-Aug	$10.79	0.05498	-	-	0.06415	0.06644
21-Sep	$10.81	0.05331	-	-	0.06219	0.06442
21-Oct	$10.83	0.05519	-	-	0.06439	0.06669
21-Nov	$10.85	0.05351	-	-	0.06242	0.06465
21-Dec	$11.05	0.05631	-	-	0.06569	0.06804
22-Jan	$11.05	0.05631	-	-	0.06569	0.06804

Monthly Fund Statistics						
Month	Unit Price	Class A Distribution	Class C Distribution	Class E Distribution	Class F Distribution	Class I Distribution
22-Feb	$11.07	0.05095	-	-	0.05944	0.06157
22-Mar	$11.09	0.05651	0.06593	-	0.06593	0.06829
22-Apr	$11.30	0.05573	0.06501	-	0.06501	0.06734
22-May	$11.50	0.0586	0.06837	-	0.06837	0.07081
22-Jun	$11.60	0.05721	0.06674	-	0.06674	0.06912
22-Jul	$11.70	0.05962	0.06956	-	0.06956	0.07204
22-Aug	$11.72	0.05972	0.06968	-	0.06968	0.07217
22-Sep	$11.75	0.05795	0.0676	-	0.06760	0.07002
22-Oct	$11.80	0.06013	0.07015	-	0.07015	0.07266
22-Nov	$11.82	0.05829	0.06801	-	0.06801	0.07043
22-Dec	$11.85	0.06039	0.07045	-	0.07045	0.07297
23-Jan	$11.88	0.06054	0.07063	-	0.07063	0.07315
23-Feb	$11.89	0.05473	0.06385	-	0.06385	0.06613
23-Mar	$11.90	0.06064	0.07075	-	0.07075	0.07327
23-Apr	$11.91	0.05873	0.06852	-	0.06852	0.07097
23-May	$11.93	0.06079	0.07093	-	0.07093	0.07346
23-Jun	$11.95	0.05893	0.06875	-	0.06875	0.07121
23-Jul	$11.97	0.06099	0.07116	-	0.07116	0.07370
23-Aug	$11.99	0.06110	0.07128	-	0.07128	0.07382
23-Sep	$12.32	0.05912	0.06898	-	0.06898	0.07144
23-Oct	$12.34	0.06110	0.07128	-	0.07128	0.07382
23-Nov	$12.35	0.05912	0.06898	-	0.06898	0.07144
23-Dec	$12.36	0.06110	0.07128	-	0.07128	0.07382
24-Jan	$12.36	0.06110	0.07128	-	0.07128	0.07383
24-Feb	$12.36	0.05716	0.06668	-	0.06668	0.06907
24-Mar	$12.36	0.06093	0.07109	-	0.07109	0.07363
24-Apr	$12.37	0.05897	0.06880	-	0.06880	0.07125
24-May	$12.37	0.06093	0.07109	-	0.07109	0.07363
24-Jun	$12.38	0.05897	0.06880	-	0.06880	0.07125
24-Jul	$12.39	0.06093	0.07109	-	0.07109	0.07363
24-Aug	$12.40	0.06093	0.07109	-	0.07109	0.07363
24-Sep	$12.41	0.05897	0.06880	-	0.06880	0.07125
24-Oct	$12.42	0.06093	0.07109	-	0.07109	0.07363
24-Nov	$12.44	0.05897	0.06880	-	0.06880	0.07125
24-Dec	$12.46	0.06093	0.07109	-	0.07109	0.07363

Monthly Fund Statistics						
Month	Unit Price	Class A Distribution	Class C Distribution	Class E Distribution	Class F Distribution	Class I Distribution
25-Jan	$12.46	0.06601	0.07128	-	0.07128	0.07363
25-Feb	$12.46	0.05519	0.06439	-	0.06439	0.06880
25-Mar	$12.48	0.06110	0.071283	-	0.071283	0.073829
25-Apr	$12.49	0.059129	0.068984	-	0.068984	0.071447
25-May	$12.50	0.06110	0.071283	-	0.071283	0.073829
25-Jun	$12.51	0.059129	0.068984	-	0.068984	0.071447
25-Jul	$12.52	0.061100	0.071283	-	0.071283	0.073829
25-Aug	$12.53	0.061100	0.071283	-	0.071283	0.073829
25-Sep	$12.54	0.059129	0.068984	-	0.068984	0.071447
25-Oct	$12.55	0.061100	0.071283	-	0.071283	0.073829
25-Nov	$12.56	0.059129	0.068984	-	0.068984	0.071447
25-Dec	$12.56	0.061100	0.071283	-	0.071283	0.073829
26-Jan	$12.56	0.061100	0.071283	-	0.071283	0.073829
26-Feb	$12.56	0.055187	0.064385	-	0.064385	0.066684
26-Mar	$12.56	0.0611	0.071283	-	0.071283	0.073829

SCHEDULE "D" – HISTORICAL REDEMPTIONS

Description of Security	Date of end of financial year	Number of securities with outstanding repurchase requests on first day of the period	Number of securities for which investors made repurchase requests during the period	Number of securities repurchased during the period	Average price paid for the securities purchased	Source of funds used to complete the repurchases	Number of securities with outstanding repurchase requests on the last day of the year
Trust Units	2024	251,715	6,381,027	5,674,236	$12.38	Cash from operations	958,506
Trust Units	2025	958,506	10,032,729	10,924,211	$12.51	Cash from operations	67,024

Description of Security	Beginning and end dates of the period	Number of securities with outstanding repurchase requests on first day of the period	Number of securities for which investors made repurchase requests during the period	Number of securities repurchased during the period	Average price paid for the securities purchased	Source of funds used to complete the repurchases	Number of securities with outstanding repurchase requests on the last day of the period
Trust Units	January 1, 2026 to March 31, 2026	67,024	2,277,186	2,271,768	$12.56	Cash from operations	72,442

Redemption Date	Redemption Requested (Units)	Redemption Requested $	Redemptions Paid $
2016			
No Redemptions in 2016			
2017			
January	-	-	-
February	-	-	-
March	-	-	-
April	-	-	-
May	-	-	-
June	-	-	-
July	-	-	-
August	-	-	-
September	-	-	-
October	-	-	-
November	7,201	72,013	72,013
December	-	-	-
Total 2017	7,201	$72,013	$72,013
2018			
January			
February	15,000	$150,000	$150,000
March	1,213	$12,130	$12,130
April	3,618	$36,180	$36,180
May	2,420	$24,196	$24,196
June			
July	1,506	$15,062	$15,062
August			
September	528	$5,307	$5,307
October			
November	635	$6,410	$6,410
December	2,194	$22,162	$22,162
Total 2018	27,114	$271,448	$271,448
2019			
January			
February	3,014	$30,437	$30,437
March			
April	524	$5,311	$5,311
May			
June	981	$10,000	$10,000
July	8,827	$90,000	$90,000
August	554	$5,641	$5,641
September	4,177	$42,936	$42,936
October			
November	1,768	$18,180	$18,180
December	2,207	$22,952	$22,952
Total 2019	22,051	$225,456	$225,456

Redemption Date	Redemption Requested (Units)	Redemption Requested $	Redemptions Paid $
2020			
January	1,804	$18,819	$18,819
February	871	$9,085	$9,085
March	4,566	$47,710	$47,710
April	4,386	$46,054	$46,054
May	62,892	$660,364	$660,364
June	589	$6,181	$6,181
July	6,720	$70,561	$70,561
August	1,518	$15,984	$15,984
September	20,521	$216,246	$216,246
October	21,651	$228,417	$228,417
November	33,564	$354,440	$354,440
December	31,566	$333,389	$333,389
Total 2020	190,649	$2,007,251	$2,007,251
2021			
January	29,225	$309,205	$309,205
February	36,499	$386,159	$386,159
March	19,652	$208,008	$208,008
April	58,049	$615,756	$615,756
May	47,073	$502,587	$502,587
June	131,445	$1,407,339	$1,407,339
July	14,135	$151,897	$151,897
August	29,102	$313,105	$313,105
September	16,840	$181,869	$181,869
October	54,711	$590,676	$590,676
November	26,728	$289,265	$289,265
December	29,221	$316,726	$316,726
Total 2021	492,682	$5,272,591	$5,272,591
2022			
January	58,187	$634,645	$634,645
February	22,459	$248,269	$248,269
March	377,662	$4,180,142	$4,180,142
April	80,984	$898,702	$898,702
May	81,775	$924,027	$924,027
June	42,311	$483,914	$483,914
July	83.102	$961,504	$961,504
August	150,563	$1,758,088	$1,758,088
September	204,260	$2,392,208	$2,392,208
October	187,773	$2,206,160	$2,206,160
November	146,527	$1,725,792	$1,725,792
December	144,741	$1,709,608	$1,709,608
Total 2022	1,580,343	$18,122,959	$18,122,959

2023

Redemption Date	Redemption Requested (Units)	Redemption Requested $	Redemptions Paid $
January	1,261,444	$14,926,594	$14,926,594
February	979,136	$11,631,434	$11,631,434
March	173,665	$2,064,109	$2,064,109
April	669,925	$7,938,027	$7,938,027
May	106,033	$1,262,428	$1,262,428
June	135,465	$1,615,371	$1,615,371
July	175,071	$2,091,257	$2,091,257
August	216,037	$2,585,034	$2,585,034
September	143,215	$1,716,732	$1,716,732
October	165,351	$2,005,643	$2,005,643
November	196,491	$2,422,835	$2,422,835
December	356,487	$4,401,742	$4,401,742
Total 2023	4,575,231	$54,661,207	$54,661,207
2024			
January	251,715	$3,110,274	$3,110,274
February	264,971	$3,275,040	$3,275,040
March	417,061	$5,154,877	$5,154,877
April	1,397,590	$17,274,209	$17,274,209
May	244,344	$3,021,401	$3,021,401
June	547,036	$7,100,827	$7,100,827
July	520,830	$6,445,243	$6,445,243
August	333,621	$4,132,178	$4,132,178
September	312,805	$3,877,992	$3,877,992
October	344,267	$4,271,845	$4,271,845
November	524,089	$6,508,228	$6,508,228
December	488,907	$6,077,547	$6,077,547
Total 2024	5,674,236	$70,249,661	$70,249,661
2025			
January	958,506	$11,940,834	$11,940,834
February	560,745	$6,986,882	$6,986,882
March	868,913	$10,826,659	$10,826,659
April	852,014	$10,630,199	$10,630,199
May	1,114,280	$13,913,138	$13,913,138
June	648,974	$8,110,347	$8,110,347
July	927,285	$11,597,281	$11,597,281
August	683,929	$8,557,792	$8,557,792
September	440,137	$5,513,604	$5,513,604
October	1,315,943	$16,498,366	$16,498,366
November	1,470,026	$18,426,017	$18,426,017
December	1,083,459	$13,639,086	$13,639,086
Total 2025	10,924,211	$136,640,205	$136,640,205
2026			
January	67,024	$841,818	$841,818
February	20,465	$257,040	$257,040
March	2,184,279	$27,434,545	$27,434,545

Dated: April 27, 2026.

THIS OFFERING MEMORANDUM DOES NOT CONTAIN A MISREPRESENTATION.

ON BEHALF OF THE ISSUER

"Jason Roque"

Jason Roque
Chief Executive Officer

"Helen Hurlbut"

Helen Hurlbut
Chief Financial Officer

ON BEHALF OF THE BOARD OF TRUSTEES OF THE ISSUER

"Jason Roque"

Jason Roque
Trustee

"Helen Hurlbut"

Helen Hurlbut
Trustee

"David Hamilton"

David Hamilton
Trustee

"Aida Tammer"

Aida Tammer
Trustee

"Scot Caithness"

C. Scot Caithness
Trustee

ON BEHALF OF THE PROMOTER

EQUITON PARTNERS INC.

Per: *"Jason Roque"*

Jason Roque
Chief Executive Officer

Doane Grant Thornton

Consolidated Financial Statements

Equiton Residential Income Fund Trust

For the years ended December 31, 2025, and 2024

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Doane Grant Thornton

Independent Auditor's Report

Doane Grant Thornton LLP
11th Floor
200 King Street West, Box 11
Toronto, ON
M5H 3T4

T +1 416 366 0100
F +1 416 360 4949

To the Trustees of

Equiton Residential Income Fund Trust

Opinion

We have audited the consolidated financial statements of Equiton Residential Income Fund Trust (the "Trust"), which comprise the consolidated statements of financial position as at December 31, 2025 and December 31, 2024, the consolidated statements of income and comprehensive income, consolidated statements of changes in net assets attributable to unitholders and consolidated statements of cash flows for the years then ended, and notes to the consolidated financial statements, including material accounting policy information.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Equiton Residential Income Fund Trust as at December 31, 2025 and December 31, 2024, and its financial performance and its consolidated cash flows for the years then in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board (IFRS Accounting Standards).

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the Trust in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statement in accordance with IFRS Accounting Standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statement that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statement, management is responsible for assessing the Trust's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Trust or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Trust's financial reporting process.

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Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statement as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statement, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Trust's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Trust's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Trust to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Plan and perform the group audit to obtain sufficient appropriate audit evidence regarding the financial information of the entities or business units within the Trust as a basis for forming an opinion on the group financial statements. We are responsible for the direction, supervision and review of audit work performed for purposes of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Doane Grant Thornton LLP

Toronto, Canada
February 28, 2026

Chartered Professional Accountants
Licensed Public Accountants

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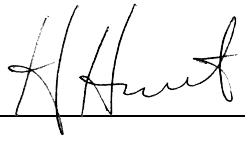
Equiton Residential Income Fund Trust

Consolidated Statements of Financial Position

(in thousands of dollars)	Note	December 31, 2025	December 31, 2024
ASSETS			
Non-current assets			
Investment properties	[4]	**$ 1,425,980**	$ 1,153,289
Investment property under development	[5]	**56,862**	115,931
		1,482,842	1,269,220
Current assets			
Cash		**6,573**	18,559
Restricted cash	[6]	**787**	1,001
Tenant and other receivables		**2,165**	1,291
Loan receivable	[8]	**1,983**	2,796
Prepaid expenses		**2,165**	1,391
		13,673	25,038
TOTAL ASSETS		**$ 1,496,515**	$ 1,294,258
EQUITY AND LIABILITIES			
Non-current Liabilities			
Mortgages payable	[9]	**$ 605,687**	$ 552,548
Construction loan payable	[10]	**118,818**	47,564
		724,505	600,112
Current Liabilities			
Construction loan payable	[10]	**9,750**	16,875
Bank loan payable	[11]	**28,950**	18,030
Current portion of mortgages payable		**47,876**	14,054
Accounts payable and accrued liabilities		**16,100**	21,924
Tenant deposits and deferred revenue		**6,380**	5,293
Unit subscriptions held in trust	[6]	**787**	1,001
Distributions payable		**4,403**	3,907
Due to related parties	[12]	**1,632**	2,956
		115,878	84,040
TOTAL LIABILITIES BEFORE NET ASSETS ATTRIBUTABLE TO UNITHOLDERS		**$ 840,383**	$ 684,152
NET ASSETS ATTRIBUTABLE TO UNITHOLDERS		**$ 656,132**	$ 610,106
TOTAL LIABILITIES INCLUDING NET ASSETS ATTRIBUTABLE TO UNITHOLDERS		**$ 1,496,515**	$ 1,294,258
Commitment	[17]		

On behalf of the Trustees

Trustee



Trustee

See accompanying notes to the consolidated financial statements

Equiton Residential Income Fund Trust

Consolidated Statements of Income and Comprehensive Income

(in thousands of dollars)

	Note	Year ended December 31, 2025	2024
Property revenue		**$ 77,665**	$ 58,317
Property operating expenses			
Operating expenses		**(18,195)**	(13,420)
Utilities		**(7,680)**	(5,641)
Property taxes		**(8,669)**	(6,228)
		(34,544)	(25,289)
Net operating income		**$ 43,121**	$ 33,028
Other income		**944**	1,609
Financing cost		**(26,432)**	(14,421)
Administration		**(1,468)**	(1,401)
Asset management fee	[14]	**(14,727)**	(11,329)
Fair value adjustment on investment properties	[4]	**52,804**	3,479
Net income and comprehensive income		**$ 54,242**	$ 10,965

See accompanying notes to the consolidated financial statements

Equiton Residential Income Fund Trust

Consolidated Statements of Changes in Net Assets Attributable to Unitholders

(in thousands of dollars)

		Net assets attributable to unitholders
As at January 1, 2024	$	496,465
Issuance of units		205,567
Issuance of units under DRIP		27,618
Redemption of units		(70,249)
Issuance costs		(9,095)
Net income		10,965
Distributions to General Partner		(9,429)
Distributions		(41,736)
As at December 31, 2024	$	610,106

		Net assets attributable to unitholders
As at January 1, 2025	**$**	**610,106**
Issuance of units		**164,566**
Issuance of units under DRIP		**32,593**
Redemption of units		**(136,640)**
Issuance costs		**(8,667)**
Net income		**54,242**
Distributions to General Partners		**(11,046)**
Distributions		**(49,022)**
As at December 31, 2025	**$**	**656,132**

See accompanying notes to the consolidated financial statements

Equiton Residential Income Fund Trust

Consolidated Statements of Cash Flows

(in thousands of dollars)

	Note	Year ended December 31, 2025	2024
OPERATING ACTIVITIES			
Net income and comprehensive income		**$ 54,242**	$ 10,965
Add (deduct) items not affecting cash			
Increase in fair value of investment properties		**(52,804)**	(3,479)
Amortization of assumed mortgage		**1,188**	573
Amortization of deferred financing fees		**2,056**	(29)
Change in non-cash operating items	[16]	**(7,923)**	5,644
Cash (used in) provided by operating activities		**(3,241)**	13,674
FINANCING ACTIVITIES			
Proceeds from issuance of units		**153,520**	188,255
Redemption of units		**(136,640)**	(70,249)
Distribution to unitholders		**(15,933)**	(13,302)
Payment of issuance costs		**(8,667)**	(9,105)
Proceeds from bank loan payable		**10,920**	4,595
Payment of deferred financing fees		**(5,243)**	(15,868)
Interest reserve holdback		**-**	41
Repayment of mortgages payable		**(9,648)**	(7,423)
Proceeds from mortgages payable		**98,608**	219,546
Proceeds from construction loan		**64,129**	33,496
Cash provided by financing activities		**151,046**	329,986
INVESTING ACTIVITIES			
Building improvements		**(18,762)**	(19,817)
Repayment (receipt) of loan receivable		**813**	(659)
Acquisition of investment properties		**(99,200)**	(286,681)
Investment in property under development		**(42,856)**	(35,048)
Cash used in investing activities		**(160,005)**	(342,205)
Net (decrease) increase in cash		**(12,200)**	1,455
Cash, beginning of year		**19,560**	18,105
Cash, end of year		**$ 7,360**	$ 19,560
Cash presented as:			
Cash		**$ 6,573**	$ 18,559
Restricted cash		**787**	1,001
		$ 7,360	$ 19,560
Supplemental non-cash items			
Issuance and reinvestment of units under distribution reinvestment plan		**$ 32,593**	$ 27,618
Distribution to the general partner		**11,046**	9,429

See accompanying notes to the consolidated financial statements

1. Nature of operations

Equiton Residential Income Fund Trust (the "Trust") is an open-ended real estate investment trust ("REIT") established on March 1, 2016 under the laws of the Province of Ontario. The Trust qualified as a "mutual fund trust" (pursuant to subsection 132(6) of the Income Tax Act) and it was formed primarily to acquire income-producing properties located in Canada. The Board of Trustees ("Trustees") intends to distribute or designate all taxable income directly earned by the Trust to unitholders of the Trust and to deduct such distributions and designations for income tax purposes. Accordingly, the Trust has not recorded a provision for income taxes.

2. General information and statement of compliance with IFRS

The consolidated financial statements of the Trust have been prepared in accordance with International Financial Reporting Standards ("IFRS Accounting Standards") as issued by the International Accounting Standards Board ("IASB"). The consolidated financial statements have been prepared on a historical cost basis except for investment properties and certain categories of financial instruments, if any, that have been measured at fair value. The accounting policies set out below have been applied consistently to all periods presented in these consolidated financial statements unless otherwise indicated.

The consolidated financial statements are presented in Canadian dollars, which is the Company's functional currency. The address of the Trust's registered office is 1111 International Boulevard, Suite 500, Burlington, Ontario, L7L 6W1. The consolidated financial statements for the year ended December 31, 2025, were approved and authorized for issue by the Trust on February 28, 2026.

3. Summary of material accounting policies

The material accounting policies applied in the preparation of these consolidated financial statements are set out below.

Principles of consolidation

These consolidated financial statements include the accounts of the Trust and its controlled entity: Equiton Residential Income Fund Limited Partnership (the "Limited Partnership"). The results of the Limited Partnership will continue to be included in the consolidated financial statements of the Trust until the date that the Trust's control over the Limited Partnership ceases. Control exists when the Trust has the power, directly or indirectly, to govern the financial and operating policies of an entity so as to obtain benefits from its activities.

Related party transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Parties are also considered to be related if they are subject to common control or significant influence. Related parties may be individuals or corporate entities. A transaction is considered to be a related party transaction when there is a transfer of resources or obligations between related parties. Related party transactions that are in the normal course of business and have commercial substance are measured at the amount agreed to by the related parties, which approximates fair value.

3. Summary of material accounting policies (continued)

Joint arrangements

A joint arrangement is a contractual arrangement pursuant to which the Trust or a controlled entity and other parties undertake an economic activity that is subject to joint control, whereby the strategic financial and operating policy decisions relating to the activities of the joint arrangement require the unanimous consent of the parties sharing control. Joint arrangements are of two types - joint ventures and joint operations. A joint operation is a joint arrangement in which the Trust has rights to the assets and obligations for the liabilities relating to the arrangement. A joint venture is a joint arrangement in which the Trust has rights to only the net assets of the arrangement.

The Trust is party to a single joint arrangement, which is a joint operation, through a 75% co-ownership interest called Riverain Co-ownership ("Riverain"). Riverain includes an investment property under development located at 29 Selkirk Street and 2 Montreal Road in the City of Ottawa, Ontario (Note 7). Joint operations are accounted for by recognizing the Trust's proportionate share of the assets, liabilities, revenue, expenses and cash flows of the joint operation.

Investment properties

The Trust accounts for its investment properties using the fair value model in accordance with IAS 40 - Investment properties ("IAS 40"). Properties that are held for long-term rental yields or for capital appreciation or both are classified as investment properties. Investment properties also include properties that are being constructed or will be developed for future use as investment properties.

Investment properties are recorded initially at cost including transaction costs. Transaction costs include transfer taxes, professional fees for legal services, and initial leasing commissions to bring the property to the condition necessary for it to be capable of operating.

Additions to investment properties are expenditures incurred for the expansion or redevelopment of the existing property, or to maintain or improve its productive capacity. Productive capacity maintenance costs are major maintenance costs and tenant improvements. Subsequent to initial recognition, investment properties are recorded at fair value. The changes in fair value in each reporting period are recorded in the consolidated statement of income and comprehensive income. Fair value of the investment properties is determined using a combination of external independent valuations and internally prepared valuations. The external valuations are performed on a rotational basis by independent, qualified external appraisers.

Recent real estate transactions with similar characteristics and locations to the Trust's assets are also considered. The direct capitalization income method applies a capitalization rate to the property's stabilized net operating income which incorporates allowances for the vacancy, management fees, and structural reserves for capital expenditures for the property. The resulting capitalized value is further adjusted, where appropriate, for extraordinary costs to stabilize the income and non-recoverable capital expenditures.

3. Summary of material accounting policies (continued)

Investment property under development

The investment property under development takes a substantial period of time to prepare for its intended use as an investment property. The investment property under development is initially recorded at the purchase price plus transaction costs.

Subsequent to acquisition, the cost of development properties includes all direct expenditures incurred in connection with their development and construction. These expenditures consist of all direct costs, realty taxes and borrowing costs. The development period commences when expenditures are being incurred and activities necessary to prepare the asset for its intended use are in progress. Capitalization ceases when substantially all the activities necessary to prepare the asset for its intended use are complete.

Properties under development are measured at cost until the earlier of the date construction is completed and the date at which fair value becomes reliably determinable.

Tenant deposits

Tenant deposits are recognized initially at the fair value of the cash received and subsequently measured at amortized cost. The Trust obtains deposits from tenants as a guarantee for returning the leased premises at the end of the lease term in a specified good condition or for specified lease payments according to the terms of the lease.

Revenue recognition

The Trust has retained substantially all of the risks and benefits of ownership of its investment properties and therefore accounts for leases with its tenants as operating leases.

Revenue from investment properties include rents from tenants under leases, parking income, laundry income and other miscellaneous income paid by the tenants under the terms of their existing leases. Rental revenue under a lease commences when a tenant has a right to use the leased asset and revenue is recognized pursuant to the terms of the lease agreement. Revenue is recognized systematically over the term of the lease, which is generally not more than twelve months. Other rental revenues such as parking revenues and laundry revenues are considered non-lease components and are within the scope of IFRS 15 - Revenue from Contracts with Customers. The performance obligation for property management and ancillary services is satisfied over time.

3. Summary of material accounting policies (continued)

Financial instruments and fair values

(i) Financial assets

In accordance with IFRS 9, 'Financial Instruments', financial assets are required to be measured at fair value on initial recognition. Subsequent to initial recognition, financial assets are categorized and measured based on how the Trust manages its financial instruments and the characteristics of their contractual cash flows. IFRS 9 contains three principal classification categories for financial assets:

i) Measured at amortized cost,
ii) Fair value through other comprehensive income, and
iii) Fair value through profit or loss.

A financial asset is measured at amortized cost if it meets both of the following conditions

i) It is held within a business model whose objective is to hold assets to collect contractual cash flows; and
ii) The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

The Trust's financial assets include cash, restricted cash, tenant and other receivables and loan receivable. All financial assets are recognized initially at fair value and subsequently at amortized cost using the effective interest method with the exception of the loan receivable with is subsequently measured at fair value through profit or loss.

Impairment – Expected Credit Loss Model:

For the impairment of financial assets, the Trust uses a forward-looking 'expected credit loss' ('ECL') model. The measurement options for the ECL are lifetime expected credit losses and 12-month expected credit losses.

The Trust adopted the practical expedient to determine ECL on receivables using a provision matrix based on historical credit loss experiences adjusted for forward-looking factors specific to the debtors and to the economic environment to estimate lifetime ECL.

(ii) Financial liabilities

In accordance with IFRS 9, 'Financial Instruments', financial liabilities are required to be measured at fair value on initial recognition. Subsequent to initial recognition, financial liabilities are measured based on two categories:

i) Amortized cost, and
ii) Fair value through profit or loss.

3. Summary of material accounting policies (continued)

Financial instruments and fair values (continued)

(ii) Financial liabilities (continued)

Under IFRS 9, all financial liabilities are classified and subsequently measured at amortized cost except in certain cases. The Trust has no financial liabilities that meet the definitions of these specific cases. Financial liabilities consist of mortgages payable, construction loan payable, due to related parties, unit subscriptions held in trust, payables and accruals, bank loan payable, tenant deposits and distributions payable.

A financial liability is derecognized when the obligation under the liability is discharged, canceled or expires.

(iii) Transaction costs

Direct and indirect financing costs that are attributable to the issue of other financial liabilities measured at amortized cost are presented as a reduction from the carrying amount of the related debt and are amortized using the effective interest rate method over the term of the related debt. These costs include interest, amortization of discounts or premiums relating to borrowings, fees and commissions paid to lenders, agents, brokers and advisers, and transfer taxes and duties that are incurred in connection with the arrangement of borrowings.

(iv) Fair value

Fair value measurements recognized in the statement of financial position are categorized using a fair value hierarchy that reflects the significance of inputs used in determining the fair values. Each type of fair value is categorized based on the lowest level of input that is significant to the fair value measurement in its entirety. Assessing the significance of a particular input to the fair value measurement in its entirety requires judgment, considering factors specific to the asset or liability.

The fair value hierarchy for measurement of assets and liabilities is as follows:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 - Inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 - Inputs for the asset or liability that are not based on observable market data.

Fair value of financial assets and liabilities

The fair values of cash, restricted cash, tenant and other receivables, amounts due to related parties, payables, construction loan payable, bank loan payable, tenant deposits and distributions payable approximate their carrying value due to the short-term maturity of those instruments.

3. Summary of material accounting policies (continued)

Fair value of financial assets and liabilities (continued)

The fair value of the mortgages payable and loan receivable has been determined by discounting the cash flows of these financial instruments using December 31, 2025, and December 31, 2024, market rates for debts of similar terms.

	December 31, 2025				
	Fair Value Hierarchy		**Carrying Value**		**Fair Value**
Assets:					
Investment properties	**Level 3**	$	1,425,980	$	1,425,980
Loan receivable	**Level 2**	$	1,983	$	1,983
Liabilities:					
Mortgage payable	**Level 2**	$	683,812	$	615,094

	December 31, 2024				
	Fair Value Hierarchy		**Carrying Value**		**Fair Value**
Assets:					
Investment properties	Level 3	$	1,153,289	$	1,153,289
Loan receivable	Level 2	$	2,796	$	2,796
Liabilities:					
Mortgage payable	Level 2	$	591,993	$	527,699

Critical accounting estimates, assumptions, and judgments

Estimates and judgments are continually evaluated and are based on historical experience as adjusted for current market conditions and other factors. Management makes estimates and assumptions concerning the future. The resulting accounting estimates will, by definition, seldom equal the related actual results. The Trust has made the following critical accounting estimates, assumptions, and judgments:

Investment properties

In determining estimates of fair values for its investment properties, the assumptions underlying estimated values are limited by the availability of comparable data and the uncertainty of predictions concerning future events. Should the following underlying assumptions change, actual results could differ from the estimated amounts:

i. Property tenancies;
ii. Market rents;
iii. Market terminal capitalization rates;
iv. Discount rates;
v. Direct capitalization rates;
vi. Economic environment and market conditions; and
vii. Market activity.

3. Summary of material accounting policies (continued)

Critical accounting estimates, assumptions, and judgments (continued)

The critical estimates and assumptions underlying the valuation of the investment properties are outlined in Note 4.

Joint operations

When determining the appropriate basis of accounting for the Trust's investment in co-ownership, the Trust makes judgments about the degree of control that the Trust exerts directly or through an arrangement over the co-ownership's relevant activities.

The Trust has determined that its interest in the co-ownership is a joint operation (Note 7).

Net assets attributable to unitholders

Trust units are redeemable at the holder's option and therefore are considered a puttable instrument in accordance with International Accounting Standard 32 - Financial Instruments: Presentation ("IAS 32"), subject to certain limitations and restrictions. Puttable instruments are required to be accounted for as financial liabilities, except where certain conditions are met, in which case, the puttable instruments may be presented as equity. The Trust units do not meet the necessary conditions and have therefore been presented as net assets attributable to unitholders under IAS 32.

Future accounting policy changes

Standards and amendments issued but not yet effective

IFRS 9 and IFRS 7, Amendments to the Classification and Measurement of Financial Instruments

In May 2024, the IASB issued Amendments to IFRS 9 and IFRS 7, Amendments to the Classification and Measurement of Financial Instruments (the Amendments). The Amendments include, among other things, clarification that a financial liability is derecognised on the 'settlement date' and the introduction of an accounting policy choice (if specific conditions are met) to derecognise financial liabilities settled using an electronic payment system before the settlement date.

The Amendments are effective for annual periods starting on or after January 1, 2026, with early adoption permitted for classification of financial assets and related disclosures only. The Trust is assessing the impact this amendment will have on its consolidated financial statements.

3. Summary of material accounting policies (continued)

Future accounting policy changes (continued)

IFRS 18 Presentation and Disclosure in Financial Statements

In April 2024, the IASB issued IFRS 18 Presentation and Disclosure in Financial Statements, which is intended to give investors more transparent and comparable information about the Trust's financial performance, thereby enabling better investment decisions. It will affect all entities using IFRS Accounting Standards. IFRS 18 introduces new sets of requirements to improve the Trust's reporting of financial performance and give investors a better basis for analyzing and comparing companies through:

- Improved comparability in the statement of profit or loss or income statement;
- Enhanced transparency of management-defined performance measures; and
- More useful grouping of information in the financial statements.

IFRS 18 also requires funds to provide more transparency about operating expenses, helping investors to find and understand the information they need. IFRS 18 is effective for annual reporting periods beginning on or after January 1, 2027, but entities can apply it earlier. IFRS 18 replaces IAS 1. It carries forward many requirements from IAS 1 unchanged. The Trust is assessing the implications of IFRS 18 on its consolidated financial statements and disclosures and does not intend to early adopt this standard.

4. Investment properties

Reconciliation of the carrying amount for investment properties for the beginning and end of the financial year are as follows:

Balance, January 1, 2024	**$**	**849,831**
Purchase of investment property		280,162
Building improvements to investment properties		19,817
Increase in fair value of investment properties		3,479
Balance, December 31, 2024	**$**	**1,153,289**
Purchase of investment property		99,200
Completion of development (reclassification within investment property, Note 5)		101,925
Building improvements to investment properties		18,762
Increase in fair value of investment properties		52,804
Balance, December 31, 2025	**$**	**1,425,980**

4. Investment properties (continued)

On June 21, 2024, the Trust acquired an investment property located at 200-230 Denistoun St. Welland, Ontario for a cost of $75,267.

On September 18, 2024, the Trust acquired an investment property located at 4190 Bathurst St., 120 & 130 Raglan Ave. and 1862 Bathurst St. in North York, Ontario at a cost of $137,644.

On December 18, 2024, the Trust acquired an investment property located at 17627 63 St. NW, Edmonton, Alberta for a cost of $73,769 and assumed mortgage with a fair value adjustment of $6,519.

On July 21, 2025, the Trust acquired an investment property located at 2610 109 St. NW, Edmonton, Alberta for a cost of $52,744.

On August 12, 2025, the Trust acquired an investment property located at 7070 Inlet Dr., Burnaby, British Columbia for a cost of $46,456.

The estimated fair values per these appraisals are as follows:

Region		**2025**		2024
Alberta	**$**	**219,700**	$	152,230
Greater Toronto and Hamilton Area		**535,100**		501,360
British Columbia		**47,100**		-
Southeastern Ontario		**144,380**		37,550
Southwestern Ontario		**109,000**		106,320
Western Ontario		**370,700**		355,829
	$	**1,425,980**	$	1,153,289

The Trust determined the fair value of each investment property based upon, among other things, rental income from current leases and assumptions about rental income from future leases reflecting market conditions at the applicable statement of financial position dates, less future cash outflow pertaining to the respective leases. The properties are appraised using several approaches that typically include a direct capitalization income method and a direct comparison approach.

Valuations prepared under the direct capitalization method include the use of a capitalization rate as part of the underlying assumptions.

The fair value estimates are prepared by internal and external valuation specialists. As at December 31, 2025, all investment properties were fair valued.

Values are most sensitive to changes in capitalization rates, and the variability of cash flows. If the capitalization rate were to increase by 25 basis points ("bps"), the value of investment properties would decrease by $72,922 (2024 – decrease by $61,205). If the capitalization rate were to decrease by 25 bps, the value of investment properties would increase by $78,286 (2024 – increase by $68,565).

4. Investment properties (continued)

Capitalization rates used to generate the estimated fair values for the investment properties ranged from 4.00% to 5.40% at December 31, 2025 (2024 – 4.00% to 5.51%) with a weighted average capitalization rate across the investment properties portfolio of 4.40% (2024 – 4.48%).

5. Investment property under development

	2025	2024
Opening balance, January 1	**$ 115,931**	$ 80,883
Property under development expenditures	**42,856**	35,048
Completion of development (reclassification within investment property, Note 4)	**(101,925)**	-
Balance, December 31	**$ 56,862**	$ 115,931

This property under development represents the Trust's 75% interest in Riverain (Note 7).

During the year ended December 31, 2025, Phase 1 of the investment property under development reached substantial completion and became available for its intended use. In accordance with IFRS, the Trust transferred Phase 1 from investment property under development to investment properties and recognized its 75% ownership interest, totaling $101,925.

6. Restricted cash

Restricted cash of $787 (2024 - $1,001) represents unitholder subscriptions held in trust until the trade settlement date. These amounts will be returned to investors if the proposed unitholder subscriptions do not successfully proceed.

7. Joint arrangement

The Trust's indirect interests in Riverain are subject to joint control and accounted for as a joint operation. The Limited Partnership entered into a co-ownership agreement with Selkirk & Main Holdings Inc. and is developing a multi residential property in Ottawa, Ontario. The co-ownership was formed on January 18, 2022 and is governed by co-owner's agreement effective as of that date. The co-ownership agreement stipulates that a co-owners committee be formed consisting of two members, of whom one member shall be appointed by each of the co-owners. All major decisions, as defined in the agreements, require the unanimous vote of the members of the co-owners committee. The Limited Partner's ownership interest is 75%. The project is being completed in three phases. Phase 1 has been completed and the Trust's proportionate interest in Phase 1 is reflected in Investment Properties. Phases 2 and 3 remain under construction and the Trust continues to capitalize its proportionate share of development costs related to these phases.

7. Joint arrangement (continued)

The financial information in respect of the Partnership's indirect 75% proportionate share of the joint operation is as follows:

(in thousands of dollars)	**December 31, 2025**	December 31, 2024
Assets:		
Cash	**$ 4,123**	$ 975
Tenant and other receivables	**783**	266
Prepaid expenses	**44**	7
Investment property	**107,250**	-
Investment property under development	**56,862**	115,931
Total Assets	**169,062**	117,179
Liabilities:		
Accounts payable and accrued liabilities	**5,786**	10,272
Land loan payable	**9,750**	16,875
Construction loan payable	**118,818**	47,564
Total liabilities	**134,354**	74,711
Co-owners' Equity	**34,708**	42,468
Total Liabilities and Co-owners' Equity	**$ 169,062**	$ 117,179

8. Loan receivable

On January 18, 2022, the Limited Partnership entered into an equity loan agreement with Selkirk & Main Holdings Inc. The Limited Partnership has agreed to provide loans to Selkirk & Main Holdings Inc. from time to time as equity funds are required for the joint operation of Riverain (Note 7) in principal amount equal to 12.5% of the required equity funds of the joint operation.

The equity loan bears in interest at a rate equal to 7.75% per annum. The equity loan is repayable upon the earlier of the following:

- the day upon which the first advance of any long-term financing for such phase is made following the construction thereof; and
- the day upon which the Selkirk & Main Holdings Inc. ceases to be a co-owner of the property or such phase.

8. Loan receivable (continued)

The loan is secured as follows:

- a joint and several corporate guarantee and postponement from Selkirk & Main Holdings Inc. and Main and Main Asset Management Inc. for the full amount of the equity loan.
- a pledge in favour of the Limited Partnership of all of the issued and outstanding shares of the nominees;
- the co-owners charge made by Selkirk & Main Holdings Inc. in favour of the Limited Partnership (including the registered co-owners charge in favour of Equiton granted by the Nominees) which shall, in addition to the matters set out in Section 7.3(1) of the co-owners agreement, secure payment of the equity Loan.

The equity loan was assessed at December 31, 2025 to determine whether there is objective evidence of impairment. A loan investment is impaired if objective evidence indicates that a loss event has occurred after the initial recognition of an asset, and that the loss event had a negative effect on these estimated future cash flows of that asset that can be estimated reliably. For the period ended December 31, 2025, there was no provisions for loan investment losses. The fair value of the loan receivable is estimated to approximate its carrying value (Note 3).

9. Mortgages payable

		2025		2024
Mortgages payable	**$**	**683,812**	$	591,993
Deferred finance charges		**(30,249)**		(25,391)
		653,563		566,602
Less: current portion		**(47,876)**		(14,054)
Non-current mortgages payable	**$**	**605,687**	$	552,548

The mortgages are payable to various financial institutions and bear fixed interest rates ranging from 2.0% to 4.6% (2024 – 2.0% to 4.6%) and maturing at various dates ranging from 2026 to 2036 (2024 – 2025 to 2035).

The balances repayable as noted above are exclusive of the fair value adjustments recorded upon initial recognition of the mortgages that have been assumed. As of December 31, 2025, these fair value adjustments totalled $9,155 (2024 - $10,343).

The mortgages payable are secured by the investment properties disclosed in Note 4 and are repayable as follows:

2026	$	47,876
2027		10,246
2028		17,967
2029		43,236
2030		69,482
Thereafter		502,495
	$	691,302

9. Mortgages payable (continued)

(i) There are financial and non-financial covenants pertaining to the Bank of Montreal facilities and they were all met as at December 31, 2025.
(ii) The First National first mortgage on loan was assumed on the purchase of the 125 Wellington Street North, Hamilton, Ontario property. The difference between the fair value and carrying value of the mortgage was determined to be at a premium of $134 at the assumption date.
(iii) The Peakhill Capital first mortgage on loan was assumed on the purchase of the 208 Woolwich Street South, Breslau, Ontario property. The difference between the fair value and carrying value of the mortgage was determined to be at a premium of $660 at the assumption date.
(iv) The First National first mortgage on loan was assumed on the purchase of the 98 Farley, Guelph, Ontario property. The difference between the fair value and carrying value of the mortgage was determined to be at a premium of $275 at the assumption date.
(v) The Canada ICI first mortgage on loan was assumed on the purchase of the 200 Edgar Lane, Sherwood Park, Alberta property. The difference between the fair value and carrying value of the mortgage was determined to be at a premium of $3,516 at the assumption date.
(vi) The People's Trust first mortgage on loan was assumed on the purchase of 23 Lynnwood Drive, Brantford, Ontario property. The difference between the fair value and carrying value of the mortgage was determined to be at a premium of $554 at the assumption date.
(vii) The Canada ICI mortgage was assumed on the purchase of 17627 63 St. NW, Edmonton, Alberta property. The difference between the fair value and carrying value of the mortgage was determined to be at a premium of $6,494 at the assumption date.

10. Construction loan payable

Land Loan Facility

On October 16, 2023, Riverain entered into a new $22,500 Land Loan facility agreement with Desjardins to refinance the phase two and phase three land located in Ottawa. The original Land Loan facility outstanding of $24,000 was replaced and the loan differential of $1,500 was repaid upon issuance of the first construction loan draw. The interest rate is fixed at 7.69% for 12 months equal to the lender's cost of funds plus 150 basis points (1.5%) with interest-only paid monthly.

The Land Loan converted to a variable interest rate on November 1, 2024, at the prime rate plus 75 basis points (0.75%). The land loan matures on November 1, 2025. As of December 31, 2024, the outstanding balance is $22,500 (December 31, 2023, $22,500), of which the Limited Partnership has recorded its 75%. The other co-owner and the Limited Partnership have provided a corporate guarantee and postponement of claim for the full loan amount of $22,500 plus interest and costs for the full duration of the existing land loan facility on phase two and phase three units and any renewals thereof.

On September 11, 2025, upon issuance of the first draw on the Tower C Construction facility, $3,905 was repaid to the Land Loan, with the remaining $5,595 paid upon the second draw on October 9, 2025. Thereafter, the Land Loan attributable to Tower B is $13,000 with a fixed interest rate of 4.46% and with maturity date of December 1, 2026.

10. Construction loan payable (continued)

As at December 31, 2025, the outstanding balance is $13,000 (2024 - $22,500) of which the Partnership has recorded its 75%. The other co-owner and the Limited Partnership have provided a corporate guarantee and postponement of claim for the full loan plus interest and costs for the full duration of the existing land loan facility on phase two and phase three units and any renewals thereof.

Construction Loan Facility

On October 16, 2023, Riverain entered into an $88,254 Construction Loan Facility ("CLF") agreement with Desjardins to finance the construction of phase one. The CLF is a variable rate loan based on the prime interest rate increased by fifty basis points (0.50%). Accrued interest is due on the first day of the month. The CLF matures on November 1, 2026. In conjunction with the CLF, the Nominee entered into a $1,500 revolving operating line of credit to bridge approved project costs between advances at the same variable interest rate as the CLF.

On March 7, 2024, the phase one commitment letter was amended to increase the maximum authorized amount on the CLF to $106,954 with no additional equity contribution required. Draws on the CLF are completed once per month with the issuance of the construction report by the project monitor AMS Quantity Surveyors.

On January 22, 2025, the phase one commitment letter was amended for a second time to increase the maximum authorized amount on the CLF to $106,954 with no additional equity contribution required. The maximum authorized amount for both the CLF and the line of credit facilities together is now $106,954. The increase in authorized amounts were drawn to fund phase three pre-construction costs as they come due.

On June 13, 2025, the phase one CLF was converted to a Canadian Mortgage Housing Corporation ("CMHC") insured facility which is funded by Desjardins. The maximum authorized amount on the CLF is $127,721. The interest due monthly during the construction period is based on the prime rate less 50 basis points. Upon the first advance on June 13, 2025, the previous CLF outstanding balance of $82,719 was discharged with Desjardins.

As of December 31, 2025, the outstanding balance is $127,721 (2024 - $63,419) of which the Partnership has recorded its 75%. Borrowings under each of these agreements are secured by a first collateral mortgage charge on the land and improvements and a general security agreement. As of December 31, 2025, all covenants were met.

On September 11, 2025, the Tower C Canadian Mortgage Housing Corporation ("CMHC") insured construction facility, which is funded by Desjardins, commenced its first draw. The maximum authorized amount on the CLF is $144,827. The interest due monthly during the construction period is based on the prime rate less 50 basis points. As at December 31, 2025, the outstanding balance on the Tower C CLF is $30,703 (2024 - $nil) of which the Partnership has recorded 75%.

The other co-owner and the Limited Partnership have provided a corporate guarantee and postponement of claim or the full loan amount plus interest and costs for the full duration of the existing construction loan facility on phase one construction and any renewals thereof.

Borrowings under each of these agreements are secured by a first collateral mortgage charge on the lands and improvements and a general security agreement.

10. Construction loan payable (continued)

Letter of credit

On January 17, 2020, Riverain also entered into a $500 Letters of Credit Facility ("LCF") agreement with Desjardins, which can only be used to finance the municipal bodies and public utilities for development purposes. Letter of credits will be for a term of one year and will be subject to an annual fee of 1% upon issuance. The LCF had been extended for an additional 12-month term to February 1, 2023. On January 19, 2023, the LCF agreement was increased to $2,000 in conjunction with the refinancing of the Land Loan.

On October 16, 2023, the LCF was increased to $3,000 in conjunction with the Construction Loan Facility for a period of one year under the same terms and conditions. On June 13, 2025, upon conversion revolving to the CMHC insured CLF, the LCF for phase one set at $2,632 along with a revolving operating line of credit of $1,500. The line of credit was closed on December 16, 2025, with the final draw on CLF.

On September 11, 2025, a $1,500 LCF was issued for Tower C, which can only be used to finance the municipal bodies and public utilities for development purposes. Letter of credits will be for a term of one year and will be subject to an annual fee of 1% upon issuance. As at December 31, 2025, the outstanding balance in $nil (2024- $nil).

11. Bank loan payable

The Limited Partnership has a credit facility with TD Commercial Bank for $30,000 in the form of an operating loan. The facility bears interest at prime rate plus 1.00%.

There are financial and non-financial covenants pertaining to the facility. As of December 31, 2025, all covenants were met.

As of December 31, 2025, the Limited Partnership had drawn down $28,950 (2024 - $18,030) of the facility.

12. Related party transactions and balances

(a) Agreement with Equiton Capital Inc.

The Trust has entered into an Agency Agreement with Equiton Capital Inc. (the "Agent"), a related party through (a) sharing key management personnel with the Trust and (b) one of the Trustees of the Trust indirectly controls Equiton Capital Inc. The Trust has retained the Agent to act as a selling agent of the Trust units.

Pursuant to the Agency Agreement, the Trust incurred agency fees with the Agent related to the issuance of trust units in the amount of $6,613 (2024 - $8,714), which are included in issuance costs in the statements of changes in net assets attributable to unitholders.

12. Related party transactions and balances (continued)

(b) Due to related parties

	2025	2024
Due to Equiton Residential Income Fund GP Inc. (general partner of Limited Partner)	**$ 2,770**	$ 2,814
Due to Equiton Capital Inc.	**183**	142
Due to Equiton Partners Inc.	**(1,321)**	-
	$ 1,632	$ 2,956

Equiton Residential Income Fund GP Inc. is the general partner of Equiton Residential Income Fund Limited Partnership and has the same common management as the Trust. Equiton Partners Inc. is the asset manager (Note 14).

Amounts due to related parties are unsecured, non-interest bearing, and due on demand.

13. Net assets attributable to unitholders

Unitholder transactions excluding allocations of net income distributions and contributed surplus:

(i) Class A Trust Units

The Trust is authorized to issue an unlimited number of Class A Trust units.

(ii) Class B Trust Units

The Trust is authorized to issue an unlimited number of Class B Trust units.

(iii) Class C Trust Units

The Trust is authorized to issue an unlimited number of Class C Trust units.

(iv) Class F Trust Units

The Trust is authorized to issue an unlimited number of Class F Trust units.

(v) Class I Trust Units

The Trust is authorized to issue an unlimited number of Class I Trust units.

13. Net assets attributable to unitholders (continued)

Units outstanding

	Number of Units
Class A Trust Units	
Balance, January 1, 2024	**17,862**
Issuance of units	4,401
Issuance of units through distribution reinvestment plan	832
Redemption of units	(1,319)
Transfer of units to different classes	(75)
Balance, December 31, 2024	**21,701**
Issuance of units	3,972
Issuance of units through distribution reinvestment plan	989
Redemption of units	(2,205)
Transfer of units to different classes	(109)
Balance, December 31, 2025	**24,348**
Class B Trust Units	
Balance, January 1, 2024	**765**
Issuance of units	167
Issuance of units through distribution reinvestment plan	44
Redemption of units	(34)
Transfer of units to different classes	7
Balance, December 31, 2024	**949**
Issuance of units	-
Issuance of units through distribution reinvestment plan	44
Redemption of units	(43)
Transfer of units to different classes	(24)
Balance, December 31, 2025	**926**
Class C Trust Units	
Balance, January 1, 2024	**1,351**
Issuance of units	839
Issuance of units through distribution reinvestment plan	79
Redemption of units	(55)
Transfer of units to different classes	2
Balance, December 31, 2024	**2,216**
Issuance of units	1,159
Issuance of units through distribution reinvestment plan	109
Redemption of units	(268)
Transfer of units to different classes	43
Balance, December 31, 2025	**3,259**

13. Net assets attributable to unitholders continued)

Class F Trust Units

Balance, January 1, 2024	**14,771**
Issuance of units	7,074
Issuance of units through distribution reinvestment plan	753
Redemption of units	(1,465)
Transfer of units to different classes	(811)
Balance, December 31, 2024	**20,322**
Issuance of units	5,110
Issuance of units through distribution reinvestment plan	947
Redemption of units	(3,746)
Transfer of units to different classes	(1,076)
Balance, December 31, 2025	**21,557**

Class IS1 Trust Units

Balance, January 1, 2024	**11,514**
Issuance of units	4,109
Issuance of units through distribution reinvestment plan	568
Redemption of units	(2,801)
Transfer of units to different classes	877
Balance, December 31, 2024	**14,267**
Issuance of units	2,910
Issuance of units through distribution reinvestment plan	571
Redemption of units	(4,662)
Transfer of units to different classes	1,179
Balance, December 31, 2025	**14,265**
Total A, B, C, F and I units, December 31, 2025	**64,355**

On December 19, 2016, the Trust instituted a DRIP whereby Canadian unitholders may elect to have their distributions automatically reinvested in additional units, retroactive to the commencement of the Trust.

During the year, the Trust made distributions of $49,022 (2024 - $41,736). Of this amount, $32,593 (2024 - $27,618) were reinvested through the DRIP.

The General Partner shall be entitled to a 20% interest in cash distributions of the Partnership, and a 20% interest in any increase in the equity value of the investment properties, calculated and payable at the time such increase in equity value is realized or the issuance of additional limited partner units by the Partnership. The General Partner has indicated that it will either defer payment of such distributions until such time as sufficient cash is available or to elect to receive such distributions in the form of limited partnership units of the Partnership. During the period, the Trust accrued distributions of $11,046 (2024 - $9,429) to Equiton Residential Income Fund GP Inc.

14. Asset management agreement

The property management services were performed by Equiton Partners Inc., a related party as same common management as the Trust. The compensation for providing the Property Management Services is paid equal to 4.0% of the gross income from the properties for the initial term and for each renewal. In addition, Equiton Partners Inc. is paid a fee equal to 5.0% of the total cost to (i) construct tenant improvements and/or coordinate the construction, modification, improvement, re-construction, or effecting of material repairs to any tenant premises at any of the Properties, or (ii) construct, modify, improve, re-construct or effect a material repair to any portion of the Property or Properties. During the period, the property management fee included in the property operating expenses is $3,005 (2024 – $2,307).

Equiton Partners Inc. is also entitled to the following fees pursuant to the Asset Management Agreement:

(i) Transaction fee

The transaction fee is charged at 1.00% of the purchase price with respect to each property acquired or sold by the Trust. During the year the transaction fee recorded in investment properties on the statement of financial position is $1,100 (2024 – $3,117).

(ii) Asset management fee

The asset management fee is charged at 1.00% annually with respect to the gross asset value of the assets in the Trust. The asset management fee is calculated and charged monthly. During the year the asset management fee recorded in the statement of income and comprehensive income is $14,727 (2024 – $11,329).

(iii) Financing fee

The financing fee is charged at 1.00% of the loan amount with respect to each senior or first ranking financing transaction, at 0.50% of the loan amount with respect to each refinancing transaction and at 1.50% of the loan amount with respect to each mezzanine or non-first ranking financing transaction. During the year financing fees recorded as deferred financing fees in the mortgages payable on the statement of financial position is $881 (2024 - $2,787).

Transactions with related parties are in the normal course of operations and are measured at the amount of consideration established and agreed to by the related parties which approximates fair value.

15. Management of capital

The Trust defines capital that it manages as the aggregate of net assets attributable to unitholders and interest-bearing debt less cash. The Trust's objective when managing capital is to ensure that the Trust will continue as a going concern so that it can sustain daily operations. The Trust's primary objective is to ensure that it has sufficient cash resources to indirectly invest in real estate assets in order to provide adequate returns in the form of distributions to its unitholders. To secure the additional capital necessary to pursue these plans, the Trust may attempt to raise additional funds through the issuance of additional trust units.

15. Management of capital (continued)

The Trust is subject to risks associated with debt financing, including the possibility that existing mortgages may not be refinanced or may not be refinanced on favourable terms or with interest rates less favourable than those of the existing debt. The Trust manages its capital structure and makes adjustments to it in light of changes in economic conditions and the risk characteristics of the underlying assets.

The total managed capital for the Trust is summarized below:

	2025	2024
Mortgages payable	**$ 683,812**	$ 591,993
Construction loan payable	**128,568**	64,439
Bank loan payable	**28,950**	18,030
Cash	**(6,573)**	(18,559)
Net debt	**834,757**	655,903
Net assets attributable to unitholders	**656,132**	610,096
	$ 1,490,889	$ 1,265,999

16. Changes in non-cash operating items

	2025	2024
Payables and accruals	**$ (5,823)**	$ (1,088)
Tenant deposits and deferred revenue	**1,087**	1,231
Tenant and other receivables	**(874)**	(423)
Prepaid expenses	**(774)**	(159)
Unit subscriptions held in trust	**(215)**	(1,211)
Due to/from related parties	**(1,324)**	7,294
	$ (7,923)	$ 5,644

17. Commitment

As of December 31, 2025, the Limited Partnership has entered into contract with consultants as part of its joint arrangement in Riverain with its co-owner totalling $4,798 of which $2,061 is the balance to complete.

18. Financial instruments and risk management

Risks associated with financial assets and liabilities

Financial risks arise from financial instruments to which the Trust is exposed during or at the end of the reporting period. Financial risk comprises market risk, credit risk and liquidity risk. Management identifies, evaluates and monitors these risks throughout the year.

(i) Market risk

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices due to currency risk, price risk, and interest rate risk. Due to the nature of the Trust's financial instruments, it has no exposure to currency or price risk.

Interest rate risk

The Trust is subject to risk associated with debt financings including the risk that credit facilities will not be refinanced on terms as favorable as those of existing indebtedness.

The Trust's objective in managing interest rate risk is to minimize the volatility of the Trust's income. As of December 31, 2025, the Trust is subject to a fair value risk through the mortgages which are primarily financed at fixed interest rates with the exception of one variable rate mortgage which subjects the Trust to a cash flow risk. The fair market value of the mortgage's payable is disclosed above. The construction loan payable and loan payable also subject the Trust to a cash flow risk due to the variable interest rates.

Receivables and payables are non-interest bearing and with a term of less than one year, so it is assumed that there is no interest rate risk associated with these financial assets and liabilities.

Tenant deposits are non-interest bearing, so it is assumed that there is no interest rate risk associated with these financial liabilities.

(ii) Credit risk

Credit risk is the risk that the counterparty to a financial asset will default resulting in the Trust incurring a financial loss. A substantial portion of the Trust's amounts receivable is with various tenants and individuals and is subject to normal industry credit risks.

The Trust's principal assets are residential buildings. Credit risk arises from the possibility that tenants may not fulfil their lease obligations. The Trust mitigates this credit risk by performing credit checks and due diligence on prospective tenants and on existing tenants when appropriate, and by negotiating leases for spaces of varying sizes.

The carrying amount of receivables is reduced through the use of an allowance account and the amount of the loss is recognized in the statement of income and comprehensive income within other expenses. When a receivable balance is considered uncollectible, it is written off against the allowance account. Subsequent recoveries of amounts previously written off are credited against other expenses in the statement of income and comprehensive income. The total provision taken on the receivables as of December 31, 2025 is $2,310 (2024 - $1,688).

The Trust's maximum credit risk exposure on December 31, 2025 is represented by the respective carrying amounts of the relevant financial assets in the statement of financial position.

18. Financial instruments and risk management (continued)

(iii) Liquidity risk

Liquidity risk is the risk the Trust will encounter difficulties in meeting its financial liability obligations. The Trust's objective in minimizing liquidity risk is to maintain appropriate levels of leverage on its real estate assets. As of December 31, 2025, the Trust was holding cash of $7,360 (2024 - $19,560) of which $787 (2024 - $1,001) was restricted for the future issuance of units. The mortgages payable, construction loan payable and loan payable have repayment terms outlined in Note 9, Note 10 and Note 11, respectively.

December 31, 2025	**On Demand**	**1 Year**	**2-5 Years**	**>5Years**
Mortgages payable	**$ -**	**$ 47,876**	**$ 140,931**	**$ 502,495**
Construction loan payable	**-**	**9,750**	**118,818**	**-**
Bank loan payable	**28,950**	**-**	**-**	**-**
Due to related parties	**1,632**	**-**	**-**	**-**
Unit subscriptions held in trust	**787**	**-**	**-**	**-**
Distributions payable	**-**	**4,403**	**-**	**-**
Payables & accruals	**-**	**16,100**	**-**	**-**
	$ 31,369	**$ 78,129**	**$ 269,749**	**$ 502,495**

December 31, 2024	**On Demand**	**1 Year**	**2-5 Years**	**>5Years**
Mortgages payable	$ -	$ 14,054	$ 87,657	$ 500,625
Construction loan payable	-	16,875	47,564	-
Bank loan payable	18,030	-	-	-
Due to related parties	2,966	-	-	-
Unit subscriptions held in trust	1,001	-	-	-
Distributions payable	-	3,907	-	-
Payables & accruals	-	21,924	-	-
	$ 21,997	$ 56,760	$ 135,221	$ 500,625

(iv) Environmental Risk

The Trust is subject to various Canadian laws relating to the environment. The Trust has formal policies and procedures dealing with limiting environmental exposures which are administered by Equiton Partners Inc. in their function as the asset manager. Costs related to environmental risk are mitigated by carrying environmental insurance. There is an exposure to financial risks arising from environmental factors which could cause a variation in earnings to the extent that costs may exceed such coverage.

Doane Grant Thornton

Financial Statements

Equiton Residential Income Fund Limited Partnership

For the years ended December 31, 2025 and 2024

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Doane Grant Thornton

Independent Auditor's Report

Doane Grant Thornton LLP
11th Floor
200 King Street West, Box 11
Toronto, ON
M5H 3T4

T +1 416 366 0100
F +1 416 360 4949

To the Partners of
Equiton Residential Income Fund Limited Partnership

Opinion

We have audited the financial statements of Equiton Residential Income Fund Limited Partnership (the "Partnership"), which comprise the statements of financial position as at December 31, 2025 and December 31, 2024, the statements of income and comprehensive income, statements of changes in partners' equity and statements of cash flows for the years then ended, and notes to the financial statements, including material accounting policy information.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Equiton Residential Income Fund Limited Partnership as at December 31, 2025 and December 31, 2024, and its financial performance and its cash flows for the years then ended in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board (IFRS Accounting Standards).

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Partnership in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statement in accordance with IFRS Accounting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statement that are free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is responsible for assessing the Partnership's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Partnership or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Partnership's financial reporting process.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Partnership's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Partnership's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Partnership to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statement, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Doane Grant Thornton LLP

Toronto, Canada
February 28, 2026

Chartered Professional Accountants
Licensed Public Accountants

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Equiton Residential Income Fund Limited Partnership
Statements of Financial Position

(in thousands of dollars)	Note	December 31, 2025	December 31, 2024
ASSETS			
Non-current assets			
Investment properties	[4]	**$ 1,425,980**	$ 1,153,289
Investment property under development	[5]	**56,862**	115,931
		1,482,842	1,269,220
Current assets			
Cash		**6,571**	18,556
Tenant and other receivables		**2,165**	1,291
Loan receivable	[7]	**1,983**	2,796
Prepaid expenses		**2,165**	1,391
Due from related parties	[11]	**43,521**	33,468
		56,405	57,502
TOTAL ASSETS		**$ 1,539,247**	$ 1,326,722
EQUITY AND LIABILITIES			
Non-current liabilities			
Mortgages payable	[8]	**$ 604,016**	$ 550,877
Construction loan payable	[9]	**118,818**	47,564
		722,834	598,441
Current liabilities			
Construction loan payable	[9]	**9,750**	16,875
Bank loan payable	[10]	**28,950**	18,030
Current portion of mortgages payable		**47,876**	14,054
Accounts payable and accrued liabilities		**15,558**	21,634
Tenant deposits and deferred revenue		**6,380**	5,293
Due to related parties	[11]	**2,840**	2,814
		111,354	78,700
TOTAL LIABILITIES		**$ 834,188**	$ 677,141
PARTNERS' EQUITY		**$ 705,059**	$ 649,581
TOTAL LIABILITIES AND PARTNERS' EQUITY		**$ 1,539,247**	$ 1,326,722
Commitments	[16]		

Approved on behalf of the Partnership by Equiton Residential Income Fund GP Inc. (General Partner)

Director

See accompanying notes to the financial statements.

Equiton Residential Income Fund Limited Partnership
Statements of Income and Comprehensive Income

(in thousands of dollars)	Note	Year ended December 31 2025	2024
Property revenue		**$ 77,665**	$ 58,317
Property operating expenses			
Operating expenses		**(18,195)**	(13,420)
Utilities		**(7,680)**	(5,641)
Property taxes		**(8,669)**	(6,228)
		(34,544)	(25,289)
Net operating income		**$ 43,121**	$ 33,028
Other income		**671**	1,400
Financing cost		**(26,432)**	(14,421)
Administration		**(410)**	(515)
Asset management fee	[13]	**(14,727)**	(11,329)
Fair value adjustment on investment properties	[4]	**52,804**	3,479
Net income and comprehensive income		**$ 55,027**	$ 11,642

See accompanying notes to the financial statements.

Equiton Residential Income Fund Limited Partnership
Statements of Changes in Partners' Equity

Year ended December 31, 2025 (in thousands of dollars)	**Limited Partners' Capital (Note 12)**	**Limited Partners' Equity 99.999%**	**General Partner 0.001%**	**Total 100%**
As at January 1, 2024	511,271	44,207	(27,142)	528,336
Issuance of Class A Limited Partnership units	64,596	-	-	64,596
Redemption of Class A Limited Partnership units	(17,252)	-	-	(17,252)
Issuance of Class B Limited Partnership units	2,598	-	-	2,598
Redemption of Class B Limited Partnership units	(344)	-	-	(344)
Issuance of Class C Limited Partnership units	11,366	-	-	11,366
Redemption of Class C Limited Partnership units	(667)	-	-	(667)
Issuance of Class F Limited Partnership units	96,865	-	-	96,865
Redemption of Class F Limited Partnership units	(28,182)	-	-	(28,182)
Issuance of Class I Limited Partnership units	57,759	-	-	57,759
Redemption of Class I Limited Partnership units	(23,804)	-	-	(23,804)
Issuance Costs	(2,168)	-	-	(2,168)
Net income and comprehensive income	-	11,642	-	11,642
Distributions to General Partner	-	-	(9,429)	(9,429)
Distributions	-	(41,735)	-	(41,735)
As of December 31, 2024	**672,038**	**14,114**	**(36,571)**	**649,581**
As at January 1, 2025	**672,038**	**14,114**	**(36,571)**	**649,581**
Issuance of Class A Limited Partnership units	61,829	-	-	61,829
Redemption of Class A Limited Partnership units	(28,937)	-	-	(28,937)
Issuance of Class B Limited Partnership units	533	-	-	533
Redemption of Class B Limited Partnership units	(829)	-	-	(829)
Issuance of Class C Limited Partnership units	15,848	-	-	15,848
Redemption of Class C Limited Partnership units	(2,829)	-	-	(2,829)
Issuance of Class F Limited Partnership units	75,571	-	-	75,571
Redemption of Class F Limited Partnership units	(60,455)	-	-	(60,455)
Issuance of Class I Limited Partnership units	43,378	-	-	43,378
Redemption of Class I Limited Partnership units	(43,590)	-	-	(43,590)
Net income and comprehensive income	-	55,027	-	55,027
Distributions to General Partner	-	-	(11,046)	(11,046)
Distributions	-	(49,022)	-	(49,022)
As at December 31, 2025	**732,557**	**20,118**	**(47,617)**	**705,059**

See accompanying notes to the financial statements.

Equiton Residential Income Fund Limited Partnership
Statements of Cash Flows

(in thousands of dollars)	Note	Year ended December31, 2025	2024
OPERATING ACTIVITIES			
Net income and comprehensive income		**55,027**	11,642
Add (deduct) items not affecting cash			
Increase in fair value of investment properties		**(52,804)**	(3,479)
Amortization of assumed mortgage		**1,188**	573
Amortization of deferred finance fees		**2,056**	1,357
Change in non-cash operating items	[15]	**(16,664)**	9,482
Cash (used in) provided by operating activities		**(11,197)**	18,189
FINANCING ACTIVITIES			
Proceeds from issuance of units		**153,520**	178,825
Redemption of units		**(136,640)**	(70,249)
Distributions to unitholders		**(16,429)**	(14,117)
Offering costs		**-**	(2,168)
Advance received/ (repayment of) line of credit		**10,920**	4,595
Payment of deferred financing fees		**(5,243)**	(15,868)
Interest reserve holdback		**-**	41
Repayment of mortgages payable		**(9,648)**	(7,423)
Proceeds from mortgages		**98,608**	219,546
Proceed from construction loan		**64,129**	33,496
Cash provided by financing activities		**159,217**	326,678
INVESTING ACTIVITIES			
Building improvements		**(18,762)**	(19,817)
Repayment/ (received) of loan receivable		**813**	(659)
Acquisition of investment properties		**(99,200)**	(286,681)
Investment in property under development		**(42,856)**	(35,048)
Cash used in investing activities		**(160,005)**	(342,205)
Net (decrease) increase in cash		**(11,985)**	2,662
Cash, beginning of year		**18,556**	15,894
Cash, end of year		**6,571**	18,556
Supplemental non-cash items			
Issuance and reinvestment of units under distribution reinvestment plan		**32,593**	27,618
Distributions to the general partner		**11,046**	9,429

See accompanying notes to the financial statements.

1. Nature of operations

Equiton Residential Income Fund Limited Partnership (the "Partnership") was formed on March 1, 2016 under the laws of the Province of Ontario. The general partner of the Partnership is Equiton Residential Income Fund GP Inc. The Partnership invests in residential investment properties located in Canada.

The Partnership has entered into an Asset Management Agreement with Equiton Partners Inc. (the "Manager"), a related party who is also one of the limited partners in the Partnership (Note 11).

No provision for income taxes has been made in these financial statements as the Partnership income is taxed at the partner level.

2. General information and statement of compliance with IFRS

The financial statements of the Partnership have been prepared in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board (IFRS Accounting Standards). The financial statements have been prepared on a historical cost basis except for investment properties and certain categories of financial instruments, if any, that have been measured at fair value. The accounting policies set out below have been applied consistently to all periods presented in these financial statements unless otherwise indicated.

The financial statements are presented in Canadian dollars, which is the Partnership's functional currency. The address of the Partnership's registered office is 1111 International Boulevard, Suite 500, Burlington, Ontario, L7L 6W1.

The financial statements for the year ended December 31, 2025 were approved and authorized for issue by the Partnership on February 28, 2026.

3. Summary of material accounting policies

The material accounting policies applied in the preparation of these financial statements are set out below.

Joint arrangements

A joint arrangement is a contractual arrangement pursuant to which the Partnership or a controlled entity and other parties undertake an economic activity that is subject to joint control, whereby the strategic financial and operating policy decisions relating to the activities of the joint arrangement require the unanimous consent of the parties sharing control. Joint arrangements are of two types - joint ventures and joint operations. A joint operation is a joint arrangement in which the Partnership has rights to the assets and obligations for the liabilities relating to the arrangement. A joint venture is a joint arrangement in which the Partnership has rights to only the net assets of the arrangement.

The Partnership is party to a single joint arrangement, which is a joint operation, through a 75% co-ownership interest called Riverain Co-ownership ("Riverain"). Riverain includes an investment property under development located at 29 Selkirk Street and 2 Montreal Road in the City of Ottawa, Ontario (Note 6). Joint operations are accounted for by recognizing the Partnership's proportionate share of the assets, liabilities, revenue, expenses and cash flows of the joint operation.

3. Summary of material accounting policies (continued)

Investment properties

The Partnership accounts for its investment properties using the fair value model in accordance with IAS 40 - Investment properties ("IAS 40"). Properties that are held for long-term rental yields or for capital appreciation or both are classified as investment properties. Investment properties also include properties that are being constructed or will be developed for future use as investment properties.

Investment properties are recorded initially at cost including transaction costs. Transaction costs include transfer taxes, professional fees for legal services, and initial leasing commissions to bring the property to the condition necessary for it to be capable of operating.

Additions to investment properties are expenditures incurred for the expansion or redevelopment of the existing property, or to maintain or improve its productive capacity. Productive capacity maintenance costs are major maintenance costs and tenant improvements. Subsequent to initial recognition, investment properties are recorded at fair value. The changes in fair value in each reporting period are recorded in the statement of income and comprehensive income. Fair value is based upon valuations performed by a third-party appraiser (accredited through the Appraisal Institute of Canada) and internal valuations performed on a rolling quarterly basis.

Recent real estate transactions with similar characteristics and locations to the Partnership's assets are also considered. The direct capitalization income method applies a capitalization rate to the property's stabilized net operating income which incorporates allowances for the vacancy, management fees, and structural reserves for capital expenditures for the property. The resulting capitalized value is further adjusted, where appropriate, for extraordinary costs to stabilize the income and non-recoverable capital expenditures.

Investment property under development

The investment property undergoing development takes a substantial period of time to prepare for its intended use as an investment property. The investment property under development is initially recorded at the purchase price plus transaction costs.

Subsequent to acquisition, the cost of development properties includes all direct expenditures incurred in connection with their development and construction. These expenditures consist of all direct costs, realty taxes and borrowing costs. The development period commences when expenditures are being incurred and activities necessary to prepare the asset for its intended use are in progress. Capitalization ceases when substantially all the activities necessary to prepare the asset for its intended use are complete.

Properties under development are measured at cost until the earlier of the date construction is completed and the date at which fair value becomes reliably determinable.

Tenant deposits

Tenant deposits are recognized initially at the fair value of the cash received and subsequently measured at amortized cost. The Partnership obtains deposits from tenants as a guarantee for returning the leased premises at the end of the lease term in a specified good condition or for specified lease payments according to the terms of the lease.

3. Summary of material accounting policies (continued)

Revenue recognition

The Partnership has retained substantially all of the risks and benefits of ownership of its investment properties and therefore accounts for leases with its tenants as operating leases.

Revenue from investment properties include rents from tenants under leases, parking income, laundry income and other miscellaneous income paid by the tenants under the terms of their existing leases. Rental revenue under a lease commences when a tenant has a right to use the leased asset and revenue is recognized pursuant to the terms of the lease agreement. Revenue is recognized systematically over the term of the lease, which is generally not more than twelve months. Other rental revenues such as parking revenues and laundry revenue are considered non-lease components and are within the scope of IFRS 15 - Revenue from Contracts with Customers. The performance obligation for property management and ancillary services is satisfied over time.

Financial instruments and fair values

(i) Financial assets

In accordance with IFRS 9, 'Financial Instruments', financial assets are required to be measured at fair value on initial recognition. Subsequent to initial recognition, financial assets are categorized and measured based on how the Partnership manages its financial instruments and the characteristics of their contractual cash flows. IFRS 9 contains three principal classification categories for financial assets:

i) Measured at amortized cost,
ii) Fair value through other comprehensive income, and
iii) Fair value through profit or loss.

A financial asset is measured at amortized cost if it meets both of the following conditions

i) It is held within a business model whose objective is to hold assets to collect contractual cash flows; and
ii) The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

The Partnership's financial assets include cash, due from related parties, tenants and other receivables and loan receivable. All financial assets are recognized initially at fair value and subsequently at amortized cost using the effective interest method with the exception of the loan receivable with is subsequently measured at fair value through profit or loss.

Impairment – Expected Credit Loss Model:

For the impairment of financial assets, the Partnership uses a forward-looking 'expected credit loss' ('ECL') model. The measurement options for the ECL are lifetime expected credit losses and 12-month expected credit losses.

The Partnership adopted the practical expedient to determine ECL on receivables using a provision matrix based on historical credit loss experiences adjusted for forward-looking factors specific to the debtors and to the economic environment to estimate lifetime ECL.

3. Summary of material accounting policies (continued)

(i) Financial liabilities

In accordance with IFRS 9, 'Financial Instruments', financial liabilities are required to be measured at fair value on initial recognition. Subsequent to initial recognition, financial liabilities are measured based on two categories:

i) Amortized cost, and
ii) Fair value through profit or loss.

Under IFRS 9, all financial liabilities are classified and subsequently measured at amortized cost except in certain cases. The Partnership has no financial liabilities that meet the definitions of these specific cases. Financial liabilities consist of payables, mortgages payable, construction loan payable, bank loan payable, tenant deposits and due to related parties.

A financial liability is derecognized when the obligation under the liability is discharged, canceled or expires.

(ii) Transaction costs

Direct and indirect financing costs that are attributable to the issue of other financial liabilities measured at amortized cost are presented as a reduction from the carrying amount of the related debt and are amortized using the effective interest rate method over the term of the related debt. These costs include interest, amortization of discounts or premiums relating to borrowings, fees and commissions paid to lenders, agents, brokers and advisers, and transfer taxes and duties that are incurred in connection with the arrangement of borrowings.

(iii) Fair value

Fair value measurements recognized in the statement of financial position are categorized using a fair value hierarchy that reflects the significance of inputs used in determining the fair values. Each type of fair value is categorized based on the lowest level of input that is significant to the fair value measurement in its entirety. Assessing the significance of a particular input to the fair value measurement in its entirety requires judgment, considering factors specific to the asset or liability.

The fair value hierarchy for measurement of assets and liabilities is as follows:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 - Inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 - Inputs for the asset or liability that are not based on observable market data.

3. Summary of material accounting policies (continued)

Fair value of financial assets and liabilities

The fair values of cash, tenant and other receivables, amounts due to/from related parties, payables, construction loan payable, bank loan payable, tenant deposits, deferred revenue and distributions payable approximate their carrying value due to the short-term maturity of those instruments.

The fair value of the mortgages payable and loan receivable have been determined by discounting the cash flows of these financial instruments using December 31, 2025 and December 31, 2024 market rates for debts of similar terms.

		December 31, 2025	
	Fair Value Hierarchy	**Carrying Value**	**Fair Value**
Assets:			
Investment properties	**Level 3**	**$ 1,425,980**	**$ 1,425,980**
Loan receivable	**Level 2**	**$ 1,983**	**$ 1,983**
Liabilities:			
Mortgages payable	**Level 2**	**$ 683,812**	**$ 615,094**

		December 31, 2024	
	Fair Value Hierarchy	Carrying Value	Fair Value
Assets:			
Investment properties	Level 3	$ 1,153,289	$ 1,153,289
Loan receivable	Level 2	$ 2,796	$ 2,796
Liabilities:			
Mortgages payable	Level 2	$ 593,664	$ 527,699

3. Summary of material accounting policies (continued)

Critical accounting estimates, assumptions, and judgments

Estimates and judgments are continually evaluated and are based on historical experience as adjusted for current market conditions and other factors. Management makes estimates and assumptions concerning the future. The resulting accounting estimates will, by definition, seldom equal the related actual results. The Partnership has made the following critical accounting estimates, assumptions, and judgments:

Investment properties

In determining estimates of fair values for its investment, the assumptions underlying estimated values are limited by the availability of comparable data and the uncertainty of predictions concerning future events. Should the following underlying assumptions change, actual results could differ from the estimated amounts:

i. Property tenancies;
ii. Market rents;
iii. Market terminal capitalization rates;
iv. Discount rates;
v. Direct capitalization rates;
vi. Economic environment and market conditions; and
vii. Market activity.

The critical estimates and assumptions underlying the valuation of the investment properties are outlined in Note 4.

Joint operations

When determining the appropriate basis of accounting for the Partnership's investment in co-ownership, the Partnership makes judgments about the degree of control that the Partnership exerts directly or through an arrangement over the co-ownership's relevant activities.

The Partnership has determined that its interest in the co-ownership is a joint operation (Note 6).

Partners' equity

The Partnership's units were determined to meet the definition of equity under IAS 32 and are accordingly presented as equity in the financial statements. Distributions on Partnership units will be deducted from partners' capital.

3. Summary of material accounting policies (continued)

Future accounting policy changes

Standards and amendments issued but not yet effective

IFRS 9 and IFRS 7, Amendments to the Classification and Measurement of Financial Instruments

In May 2024, the IASB issued Amendments to IFRS 9 and IFRS 7, Amendments to the Classification and Measurement of Financial Instruments (the Amendments). The Amendments include, among other things, clarification that a financial liability is derecognised on the 'settlement date' and the introduction of an accounting policy choice (if specific conditions are met) to derecognise financial liabilities settled using an electronic payment system before the settlement date.

The Amendments are effective for annual periods starting on or after January 1, 2026, with early adoption permitted for classification of financial assets and related disclosures only. The Trust is assessing the impact this amendment will have on its consolidated financial statements.

IFRS 18 Presentation and Disclosure in Financial Statements

In April 2024, the IASB issued IFRS 18 Presentation and Disclosure in Financial Statements, which is intended to give investors more transparent and comparable information about the Trust's financial performance, thereby enabling better investment decisions. It will affect all entities using IFRS Accounting Standards. IFRS 18 introduces new sets of requirements to improve the Trust's reporting of financial performance and give investors a better basis for analyzing and comparing companies through:

- Improved comparability in the statement of profit or loss or income statement;
- Enhanced transparency of management-defined performance measures; and
- More useful grouping of information in the financial statements.

IFRS 18 also requires funds to provide more transparency about operating expenses, helping investors to find and understand the information they need. IFRS 18 is effective for annual reporting periods beginning on or after January 1, 2027, but entities can apply it earlier. IFRS 18 replaces IAS 1. It carries forward many requirements from IAS 1 unchanged. The Partnership is assessing the implications of IFRS 18 on its consolidated financial statements and disclosures and does not intend to early adopt this standard.

4. Investment properties

Reconciliation of the carrying amount for investment properties for the beginning and end of the financial year are as follows:

Balance, January 1, 2024	**$ 849,831**
Purchase of investment property	280,162
Building improvements to investment properties	19,817
Increase in fair value of investment properties	3,479
Balance, December 31, 2024	**$ 1,153,289**
Purchase of investment property	99,200
Transfer from Property under Development	101,925
Building improvements to investment properties	18,762
Increase in fair value of investment properties	52,804
Balance, December 31, 2025	**$ 1,425,980**

On June 21, 2024, the Partnership acquired an investment property located at 200-230 Denistoun St. Welland, Ontario for a cost of $75,267.

On September 18, 2024, the Partnership acquired an investment property located at 4190 Bathurst St., 120 & 130 Raglan Ave. and 1862 Bathurst St. in North York, Ontario at a cost of $137,644.

On December 18, 2024, the Partnership acquired an investment property located at 17627 63 St. NW, Edmonton, Alberta for a cost of $73,769.

On July 21, 2025, the Partnership acquired an investment property located at 2608/2610 109 Street. NW, Edmonton at a cost of $52,744.

On August 11, 2025, the Partnership acquired an investment property located at 7070 Inlet Drive, Burnaby at a cost of $46,456.

The estimated fair values per these appraisals are as follows:

Region		**2025**		2024
Alberta	**$**	**219,700**	$	152,230
Greater Toronto and Hamilton Area		**535,100**		501,360
British Columbia		**47,100**		-
Southeastern Ontario		**144,380**		37,550
Southwestern Ontario		**109,000**		106,320
Western Ontario		**370,700**		355,829
	$	**1,425,980**	$	1,153,289

4. Investment properties (continued)

The Partnership determined the fair value of each investment property based upon, among other things, rental income from current leases and assumptions about rental income from future leases reflecting market conditions at the applicable statement of financial position dates, less future cash outflow pertaining to the respective leases. The properties are appraised using several approaches that typically include a direct capitalization income method and a direct comparison approach.

Valuations prepared under the direct capitalization method include the use of a capitalization rate as part of the underlying assumptions.

The fair value estimates are prepared by internal and external valuation specialists. As at December 31, 2025, all investment properties were fair valued.

Values are most sensitive to changes in capitalization rates, and the variability of cash flows. If the capitalization rate were to increase by 25 basis points ("bps"), the value of investment properties would decrease by $72,922 (2024 – decrease by $61,205). If the capitalization rate was to decrease by 25 bps, the value of investment properties would increase by $78,286 (2024 – increase by $68,565).

Capitalization rates used to generate the estimated fair values for the investment properties ranged from 4.00% to 5.40% at December 31, 2025 (2024 – 4.00% to 5.51%) with a weighted average capitalization rate across the investment properties portfolio of 4.40% (2024 – 4.48%).

5. Investment property under development

	2025	2024
Opening balance, January 1, 2025	**$ 115,931**	$ 80,883
Property under development expenditures	**42,856**	35,048
Transfer to investment properties	**(101,925)**	-
Ending balance, December 31, 2025	**$ 56,862**	$ 115,931

This property under development represents the Partnership's 75% interest in Riverain (Note 6).

During the year ended December 31, 2025, the Partnership recognized 75% of Phase 1 into investment property $107,250 from construction work in progress.

6. Joint arrangement

The Partnership's indirect interest in Riverain is subject to joint control and accounted for as a joint operation. The Partnership entered into a co-ownership agreement with Selkirk & Main Holdings Inc. and is developing a multi-residential property in Ottawa, Ontario. The co-ownership was formed on January 18, 2022 and is governed by co-owner's agreement effective as of that date.

The co-ownership agreement stipulates that a co-owners committee be formed consisting of two members, of whom one member shall be appointed by each of the co-owners. All major decisions, as defined in the agreements, require the unanimous vote of the members of the co-owners committee. The Partner's ownership interest is 75%.

The financial information in respect of the Partnership's indirect 75% proportionate share of the joint operation is as follows:

(in thousands of dollars)	**December 31, 2025**	December 31, 2024
Assets:		
Cash	**$ 4,123**	$ 975
Tenant and other receivables	**783**	266
Prepaid expenses	**44**	7
Investment property	**107,250**	-
Investment property under development	**56,862**	115,931
Total Assets	**$ 169,062**	$ 117,179
Liabilities:		
Accounts payable and accrued liabilities	**5,786**	10,272
Mortgages payable	**9,750**	16,875
Construction loan payable	**118,818**	47,564
Total liabilities	**134,354**	74,711
Co-owners' Equity	**34,708**	42,468
Total Liabilities and Co-owners' Equity	**$ 169,062**	$ 117,179

7. Loan receivable

On January 18, 2022, the Partnership entered into an equity loan agreement with Selkirk & Main Holdings Inc. The Partnership has agreed to provide loans to Selkirk & Main Holdings Inc. from time to time as equity funds are required for the joint operation of Riverain (Note 6) in principal amount equal to 12.5% of the required equity funds of the joint operation.

The equity loan bears in interest at a rate equal to 7.75% per annum. The equity loan is repayable upon the earlier of the following:

- the day upon which the first advance of any long-term financing for such phase is made following the construction thereof; and
- the day upon which the Selkirk & Main Holdings Inc. ceases to be a co-owner of the property or such phase.

The loan is secured as follows:

- a joint and several corporate guarantee and postponement from Selkirk & Main Holdings Inc. and Main and Main Asset Management Inc. for the full amount of the equity loan.
- a pledge in favour of the Partnership of all of the issued and outstanding shares of the nominees;
- the co-owners charge made by Selkirk & Main Holdings Inc. in favour of the Partnership (including the registered co-owners charge in favour of Equiton granted by the Nominees) which shall, in addition to the matters set out in Section 7.3(1) of the co-owners agreement, secure payment of the equity Loan.

The equity loan was assessed at December 31, 2025 to determine whether there is objective evidence of impairment. A loan investment is impaired if objective evidence indicates that a loss event has occurred after the initial recognition of an asset, and that the loss event had a negative effect on these estimated future cash flows of that asset that can be estimated reliably. For the year ended December 31, 2025 there was no provisions for loan investment losses. The fair value of the loan receivable is estimated to approximate its carrying value (Note 3).

8. Mortgages payable

		2025		2024
Mortgage payable	**$**	**682,141**	$	591,993
Deferred Finance Charges		**(30,249)**		(27,062)
		651,892	$	564,931
Less: current portion		**(47,876)**		(14,054)
Non-current mortgage payable	**$**	**604,016**	$	550,877

The mortgages are payable to various financial institutions and bear fixed interest rates ranging from 2% to 4.6% (2024 – 2% to 4.6%) and maturing at various dates ranging from 2026 to 2036 (2024 – 2025 to 2035)

The balances repayable as noted above are exclusive of the fair value adjustments recorded upon initial recognition of the mortgages that have been assumed. As of December 31, 2025, these fair value adjustments totalled $9,155 (2024 - $10,343).

8. Mortgages payable (continued)

The mortgages payable are secured by the investment properties disclosed in Note 4 and are repayable as follows:

12 months from period end	$	47,876
13 to 24 months from period end		10,246
25 to 36 months from period end		17,967
37 to 48 months from period end		43,236
49 to 60 months from period end		69,482
Thereafter		502,495
	$	**691,302**

(i) There are financial and non-financial covenants pertaining to the Bank of Montreal facilities and they were all met as at December 31, 2025.

(ii) The First National first mortgage on loan was assumed on the purchase of the 125 Wellington Street North, Hamilton, Ontario property. The difference between the fair value and carrying value of the mortgage was determined to be at a premium of $134 at the assumption date.

(iii) The Peakhill Capital first mortgage on loan was assumed on the purchase of the 208 Woolwich Street South, Breslau, Ontario property. The difference between the fair value and carrying value of the mortgage was determined to be at a premium of $660 at the assumption date.

(iv) The First National first mortgage on loan was assumed on the purchase of the 98 Farley, Guelph, Ontario property. The difference between the fair value and carrying value of the mortgage was determined to be at a premium of $275 at the assumption date.

(v) The Canada ICI first mortgage on loan was assumed on the purchase of the 200 Edgar Lane, Sherwood Park, Alberta property. The difference between the fair value and carrying value of the mortgage was determined to be at a premium of $3,516 at the assumption date.

(vi) The People's Trust first mortgage on loan was assumed on the purchase of 23 Lynnwood Drive, Brantford, Ontario property. The difference between the fair value and carrying value of the mortgage was determined to be at a premium of $554 at the assumption date.

(vii) The Canada ICI mortgage was assumed on the purchase of 17627 63 St. NW, Edmonton, Alberta property. The difference between the fair value and carrying value of the mortgage was determined to be at a premium of $6,494 at the assumption date.

9. Construction loan payable

Land Loan Facility

On October 16, 2023, Riverain entered into a new $22,500 Land Loan facility agreement with Desjardins to refinance the phase two and phase three land located in Ottawa. The original Land Loan facility outstanding of $24,000 was replaced and the loan differential of $1,500 was repaid upon issuance of the first construction loan draw. The interest rate is fixed at 7.69% for 12 months equal to the lender's cost of funds plus 150 basis points (1.5%) with interest-only paid monthly. The Land Loan converted to a variable interest rate on November 1, 2024, at the prime rate plus 75 basis points (0.75%). During Q4-2025, the Land Loan of $22,500 was replaced and the loan differential of $9,500 was repaid upon the issuance of the first and second construction loan draw for phase three Tower C. The $13,000 Land Loan financing phase two, Tower B, lands has a fixed interest rate of 4.46% for a 12-month term and matures on December 1, 2026.

On September 11, 2025, upon issuance of the first draw on the Tower C Construction facility, $3,905 was repaid to the Land Loan, with the remaining $5,595 paid upon the second draw on October 9, 2025. Thereafter, the Land Loan attributable to Tower B is $13,000 with a fixed interest rate of 4.46% and with maturity date of December 1, 2026.

As at December 31, 2025, the outstanding balance is $13,000 (December 31, 2024, $22,500) of which the Partnership has recorded its 75%. The other co-owner and the Limited Partnership have provided a corporate guarantee and postponement of claim for the full loan plus interest and costs for the full duration of the existing land loan facility on phase two and phase three units and any renewals thereof.

Construction Loan Facility

On October 16, 2023, Riverain entered into a $88,254 Construction Loan Facility ("CLF") agreement with Desjardins to finance the construction of phase one. The CLF is a variable rate loan based on the prime interest rate increased by fifty basis points (0.50%). Accrued interest is due on the first day of the month. The CLF matures on November 1, 2026. In conjunction with the CLF, the Nominee entered into a $1,500 revolving operating line of credit to bridge approved project costs between advances at the same variable interest rate as the CLF.

On March 7, 2024, the phase one commitment letter was amended to increase the maximum authorized amount on the CLF to $106,954 with no additional equity contribution required. Draws on the CLF are completed once per month with the issuance of the construction report by the project monitor AMS Quantity Surveyors.

On January 22, 2025, the phase one commitment letter was amended for a second time to increase the maximum authorized amount on the CLF to $106,954 with no additional equity contribution required. The maximum authorized amount for both the CLF and the line of credit facilities together is now $106,954. The increase in authorized amounts were drawn to fund phase three pre-construction costs as they come due.

9. Construction loan payable (continued)

On June 13, 2025, the phase one construction facility was converted to a Canadian Mortgage Housing Corporation ("CMHC") insured facility which is funded by Desjardins. The maximum authorized amount on the CLF is $127,721. The interest due monthly during the construction period is based on the prime rate less 50 basis points. Upon the first advance on June 13, 2025, the previous CLF outstanding balance of $82,719 was discharged with Desjardins.

As of December 31, 2025, the outstanding balance is $127,721 (2024 - $63,419) of which the Partnership has recorded its 75%. Borrowings under each of these agreements are secured by a first collateral mortgage charge on the lands and improvements and a general security agreement. As of December 31, 2025, all covenants were met.

On September 11, 2025, the Tower C Canadian Mortgage Housing Corporation ("CMHC") insured construction facility, which is funded by Desjardins, commenced its first draw. The maximum authorized amount on the CLF is $144,827. The interest due monthly during the construction period is based on the prime rate less 50 basis points. As at December 31, 2025, the outstanding balance on the Tower C CLF is $30,703 (2024- $nil) of which the Partnership has recorded 75%.

The other co-owner and the Limited Partnership have provided a corporate guarantee and postponement of claim or the full loan amount plus interest and costs for the full duration of the existing construction loan facility on phase one construction and any renewals thereof.

Borrowings under each of these agreements are secured by a first collateral mortgage charge on the lands and improvements and a general security agreement.

Letter of credit

On January 17, 2020, Riverain also entered into a $500 Letters of Credit Facility ("LCF") agreement with Desjardins, which can only be used to finance the municipal bodies and public utilities for development purposes. Letter of credits will be for a term of one year and will be subject to an annual fee of 1% upon issuance. The LCF had been extended for an additional 12-month term to February 1, 2023. On January 19, 2023, the LCF agreement was increased to $2,000 in conjunction with the refinancing of the Land Loan. On October 16, 2023, the LCF was increased to $3,000 in conjunction with the Construction Loan Facility for a period of one year under the same terms and conditions. On June 13, 2025, upon conversion revolving to the CMHC insured CLF, the LCF for phase one set at $2,632 along with a revolving operating line of credit of $1,500. The line of credit was closed on December 16, 2025, with the final draw on CLF.

On September 11, 2025, a $1,500 LCF was issued for Tower C, which can only be used to finance the municipal bodies and public utilities for development purposes. Letter of credits will be for a term of one year and will be subject to an annual fee of 1% upon issuance. As at December 31, 2025, the outstanding balance in $nil (2024- $nil).

10. Bank loan payable

On January 25, 2022, the Limited Partnership entered into a $20,000 credit facility with TD Commercial Banking. The facility has a contractual term of 12 months from the date of the first draw down. The first draw down took place on December 14, 2022 in the form of an operating loan. On August 24, 2023, the credit limit was increased to $30,000.

There are financial and non-financial covenants pertaining to the facility. As at December 31, 2025, all covenants were met.

As at December 31, 2025, the Partnership had drawn down $28,950 (2024 - $18,030) of the facility.

11. Related party transactions and balances

(a) Due from related parties

	2025	2024
Due from Equiton Residential Income Fund Trust	**$ 43,521**	$ 33,468

Equiton Residential Income Fund Trust controls the Partnership and is a limited partner of the Partnership. Due from related parties are all unsecured, non-interest bearing, and due on demand.

(b) Due to related parties

	2025	2024
Due to Equiton Residential Income Fund GP Inc.	**$ 2,770**	$ 2,814
Due to Equiton Partners' Inc.	**70**	-
	$ 2,840	$ 2,814

Equiton Residential Income GP Inc. is the general partner of the Partnership (Note 13). Equiton Partners' Inc. and Equiton Capital Inc. have the same common management as the Partnership.

Amounts due to related parties are all unsecured, non-interest bearing, and due on demand.

12. Partners' capital

In accordance with the Limited Partnership Agreement, the Partnership may issue an unlimited number of partnership units of various classes, with each unit representing an equal undivided interest in any distributions from the Partnership and in partnership equity in the event of dissolution or wind-up of the Partnership.

Authorized

(i) Unlimited number of Class A Limited Partnership Units

Class A Limited Partnership Units participate in the income distributions of the Partnership, with one vote per unit and no par value.

12. Partners' capital (continued)

(ii) Unlimited number of Class B Limited Partnership Units

Class B Limited Partnership Units participate in the income distributions of the Partnership, with one vote per unit and no par value.

(iii) Unlimited number of Class C Limited Partnership Units

Class C Limited Partnership Units participate in the income distributions of the Partnership, with one vote per unit and no par value.

(iv) Unlimited number of Class F Limited Partnership Units

Class F Limited Partnership Units participate in the income distributions of the Partnership, with one vote per unit and no par value.

(v) Unlimited number of Class I Limited Partnership Units

Class I Limited Partnership Units participate in the income distributions of the Partnership, with one vote per unit and no par value.

(vi) Unlimited number of Redeemable Limited Partnership Units

Redeemable Limited Partnership Units participate in the income distributions of the Partnership, with one vote per unit and no par value and are redeemable only at the option of the Partnership.

(a) Units outstanding

	Number of Units
Class A Trust Units	
Balance, January 1, 2024	**17,862**
Issuance of units	4,401
Issuance of units through distribution reinvestment plan	832
Redemption of units	(1,319)
Switches	(75)
Balance, December 31, 2024	**21,701**
Issuance of units	3,972
Issuance of units through distribution reinvestment plan	989
Redemption of units	(2,205)
Transfer of units to different classes	(109)
Balance, December 31, 2025	**24,348**

12. Partners' capital (continued)

(a) Units outstanding (continued)

Class B Trust Units	Number of Units
Balance, January 1, 2024	**765**
Issuance of units	167
Issuance of units through distribution reinvestment plan	44
Redemption of units	(34)
Transfer of units to different classes	7
Balance, December 31, 2024	**949**
Issuance of units	-
Issuance of units through distribution reinvestment plan	44
Redemption of units	(43)
Transfer of units to different classes	(24)
Balance, December 31, 2025	**926**
Class C Trust Units	
Balance, January 1, 2024	**1,351**
Issuance of units	839
Issuance of units through distribution reinvestment plan	79
Redemption of units	(55)
Transfer of units to different classes	2
Balance, December 31, 2024	**2,216**
Issuance of units	1,159
Issuance of units through distribution reinvestment plan	109
Redemption of units	(268)
Transfer of units to different classes	43
Balance, December 31, 2025	**3,259**
Class F Trust Units	
Balance, January 1, 2024	**14,771**
Issuance of units	7,074
Issuance of units through distribution reinvestment plan	753
Redemption of units	(1,465)
Switches	(811)
Balance, December 31, 2024	**20,322**
Issuance of units	5,110
Issuance of units through distribution reinvestment plan	947
Redemption of units	(3,746)
Transfer of units to different classes	(1,076)
Balance, December 31, 2025	**21,557**

12. Partners' capital (continued)

(a) Units outstanding (continued)

	Number of Units
Class IS1 Trust Units	
Balance, January 1, 2024	**11,514**
Issuance of units	4,109
Issuance of units through distribution reinvestment plan	568
Redemption of units	(2,801)
Transfer of units to different classes	877
Balance, December 31, 2024	**14,267**
Issuance of units	2,910
Issuance of units through distribution reinvestment plan	571
Redemption of units	(4,662)
Transfer of units to different classes	1,179
Balance, December 31, 2025	**14,265**
Total A, B, C, F and I units, December 31, 2025	**64,355**

(b) Distributions

The General Partner shall be entitled to a 20% interest in cash distributions of the Partnership, and a 20% interest in any increase in the equity value of the investment properties, calculated and payable at the time such increase in equity value is realized or the issuance of additional limited partner units by the Partnership. The General Partner has indicated that it will either defer payment of such distributions until such time as sufficient cash is available or to elect to receive such distributions in the form of limited partnership units of the Partnership. During the year, the Partnership made distributions of $11,046 (2024 - $9,429) to Equiton Residential Income GP Inc.

13. Asset management agreement

The property management fees were performed by a related party, Equiton Partners Inc. As compensation for providing the Property Management Services, a fee is paid equal to 4.0% of the gross income from the Properties for the Initial Term and for each Renewal. In addition, Equiton Partners Inc. is paid a fee equal to 5.0% of the total cost to (i) construct tenant improvements and/or coordinate the construction, modification, improvement, re-construction, or effecting of material repairs to any tenant premises at any of the Properties, or (ii) construct, modify, improve, re-construct or effect a material repair to any portion of the Property or Properties. During the period, the property management fee included in the property operating expenses is $3,005 (2024 – $2,307).

Equiton Partners Inc. is also entitled to the following fees pursuant to the Asset Management Agreement:

(i) Transaction fee

The transaction fee is charged at 1.00% of the purchase price with respect to each property acquired or sold by the Limited Partnership. During the year the transaction fee recorded in investment properties on the statement of financial position is $1,100 (2024 – $3,117).

13. Asset management agreement (continued)

(ii) Asset management fee

The asset management fee is charged at 1.00% annually with respect to the gross asset value of the assets in the Limited Partnership. The asset management fee is calculated and charged monthly. During the year the asset management fee recorded in the statement of income and comprehensive income is $14,727 (2024 – $11,329).

(iii) Financing fee

The financing fee is charged at 1.00% of the loan amount with respect to each senior or first ranking financing transaction, at 0.50% of the loan amount with respect to each refinancing transaction and at 1.50% of the loan amount with respect to each mezzanine or non-first ranking financing transaction. During the year financing fees recorded as deferred financing fees in the mortgages payable on the statement of financial position is $881 (2024 – $2,787).

Transactions with related parties are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties which approximates fair value.

14. Management of capital

The Partnership defines capital that it manages as the aggregate of net assets attributable to unitholders and interest-bearing debt less cash. The Partnership's objective when managing capital is to ensure that the Partnership will continue as a going concern so that it can sustain daily operations. The Partnership's primary objective is to ensure that it has sufficient cash resources to indirectly invest in real estate assets in order to provide adequate returns in the form of distributions to its unitholders. To secure the additional capital necessary to pursue these plans, the Partnership may attempt to raise additional funds through the issuance of additional partnership units.

The Partnership is subject to risks associated with debt financing, including the possibility that existing mortgages may not be refinanced or may not be refinanced on favourable terms or with interest rates less favourable than those of the existing debt. The Partnership manages its capital structure and makes adjustments to it in light of changes in economic conditions and the risk characteristics of the underlying assets.

The total managed capital for the Partnership is summarized below:

	2025	2024
Mortgages payable	**$ 683,812**	$ 591,993
Construction loan payable	**128,568**	64,439
Bank loan payable	**28,950**	18,030
Cash	**(6,571)**	(18,556)
Net debt	**834,759**	655,906
Net assets attributable to unitholders	**705,060**	649,581
	$ 1,539,819	$ 1,305,487

15. Changes in non-cash operating items

	2025	2024
Payables and accruals	$ (6,076)	$ 1,357
Tenant deposits and deferred revenue	1,087	1,231
Tenant and other receivables	(874)	(442)
Prepaid expenses	(774)	(158)
Due to/from related parties	(10,027)	7,494
	$ (16,664)	$ 9,482

16. Commitment

As of December 31, 2025, the Partnership has entered into contract with consultants as part of its joint arrangement in Riverain with its co-owner totalling $4,798 of which $2,061 is the balance to complete.

17. Financial Instruments and risk management

Risks associated with financial assets and liabilities

Financial risks arise from financial instruments to which the Partnership is exposed during or at the end of the reporting period. Financial risk comprises market risk, credit risk and liquidity risk. Management identifies, evaluates and monitors these risks throughout the year.

(i) Market risk

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices due to currency risk, price risk, and interest rate risk. Due to the nature of the Partnership's financial instruments, it has no exposure to currency or price risk.

Interest rate risk

The Partnership is subject to risk associated with debt financings including the risk that credit facilities will not be refinanced on terms as favorable as those of existing indebtedness.

The Partnership’s objective in managing interest rate risk is to minimize the volatility of the Partnership’s income. As of December 31, 2025, the Partnership is subject to a fair value risk through the mortgages which are primarily financed at fixed interest rates with the exception of one variable rate mortgage which subjects the Partnership to a cash flow risk. The fair market value of the mortgage’s payable is disclosed above. The construction loan payable and loan payable also subject the Partnership to a cash flow risk due to the variable interest rates.

Receivables and payables are interest-free and with a term of less than one year, so it is assumed that there is no interest rate risk associated with these financial assets and liabilities. Tenant deposits are non-interest bearing, so it is assumed that there is no interest rate risk associated with these financial liabilities.

17. Financial Instruments and risk management (continued)

Risks associated with financial assets and liabilities (continued)

(ii) Credit risk

Credit risk is the risk that the counterparty to a financial asset will default resulting in the Partnership incurring a financial loss. A substantial portion of the Partnership's amounts receivable is with various tenants and individuals and is subject to normal industry credit risks.

The Partnership's principal assets are residential buildings. Credit risk arises from the possibility that tenants may not fulfil their lease obligations. The Partnership mitigates this credit risk by performing credit checks and due diligence on prospective tenants and on existing tenants when appropriate, and by negotiating leases for spaces of varying sizes.

The carrying amount of receivables is reduced through the use of an allowance account and the amount of the loss is recognized in the statement of income and comprehensive income within other expenses. When a receivable balance is considered uncollectible, it is written off against the allowance account. Subsequent recoveries of amounts previously written off are credited against other expenses in the statement of income and comprehensive income. The total provision taken on the receivables as of December 31, 2025 is $2,310 (2024 - $1,688).

The Partnership's maximum credit risk exposure at December 31, 2025 and December 31, 2024 is represented by the respective carrying amounts of the relevant financial assets in the statement of financial position.

(iii) Liquidity risk

Liquidity risk is the risk the Partnership will encounter difficulties in meeting its financial liability obligations. The Partnership's objective in minimizing liquidity risk is to maintain appropriate levels of leverage on its real estate assets. As at December 31, 2025, the Partnership was holding cash of $6,571 (2024 - $18,556) and $Nil (2024 - Nil) was restricted for deposits held in trust with a third party relating to Riverain (Note 6). The mortgages payable, construction loan payable and loan payable have repayment terms outlined in Note 8, Note 9 and Note 10, respectively.

December 31, 2025	**On Demand**	**1 Year**	**2-5 Years**	**>5Years**
Mortgages payable	**$ -**	**$ 47,876**	**$ 140,931**	**$ 502,495**
Construction loan payable	**-**	**9,750**	**118,818**	**-**
Bank loan payable	**-**	**28,950**	**-**	**-**
Due to related parties	**2,840**	**-**	**-**	**-**
Payables & accruals	**-**	**15,558**	**-**	**-**
	$ 2,840	**$ 102,134**	**$ 269,749**	**$ 502,495**

December 31, 2024	**On Demand**	**1 Year**	**2-5 Years**	**>5Years**
Mortgages payable	$ -	$ 14,054	$ 87,657	$ 463,220
Construction loan payable	-	16,875	47,564	-
Bank loan payable		18,030	-	-
Due to related parties	2,815	-	-	-
Payables & accruals	-	21,633	-	-
	$ 2,815	$ 70,592	$ 135,221	$ 463,220

17. Financial Instruments and risk management (continued)

Risks associated with financial assets and liabilities (continued)

(iv) Environmental risk

The Partnership is subject to various Canadian laws relating to the environment. The Partnership has formal policies and procedures dealing with limiting environmental exposures which are administered by Equiton Partners Inc. in their function as the asset manager. Costs related to environmental risk are mitigated by carrying environmental insurance. There is an exposure to financial risks arising from environmental factors which could cause a variation in earnings to the extent that costs may exceed such coverage.