

## BARE TRUST, AGENCY AND NOMINEE AGREEMENT

THIS AGREEMENT is dated effective the 26<sup>th</sup> day of November, 2021 (the “Effective Date”)

### BETWEEN:

**VANCOUVER NO. 1 APARTMENTS PARTNERSHIP**, a  
general partnership formed under the laws of Ontario

(the “Beneficial Owner”)

- and-

**2244 WEST 6TH AVENUE HOLDINGS INC.**, a  
corporation incorporated under the laws of British  
Columbia

(the “Nominee”)

### CONTEXT

1. Pursuant to the terms of an agreement of purchase and sale dated for reference September 16, 2021 between Interrent International Properties Inc., in trust, as purchaser (the “Original Purchaser”), and [REDACTED] as vendors (collectively, the “Vendor”), as assigned pursuant to an assignment agreement dated November 26, 2021, by the Original Purchaser to the Beneficial Owner the Beneficial Owner agreed to purchase and the Vendor agreed to sell, the Vendor’s interests in the lands, buildings, and assets used in the operation of an apartment building located at 2244 West 6<sup>th</sup> Avenue, Vancouver, British Columbia, legally described as:

Parcel Identifier	Legal Description
015-994-716	The East 1/2 of Lot 6 Block 283 District Lot 526 Plan 590
015-994-724	The East 1/2 of Lot 7 Block 283 District Lot 526 Plan 590
015-994-767	The East 1/2 of Lot 8 Block 283 District Lot 526 Plan 590
015-994-775	Lot 9 Block 283 District Lot 526 Plan 590
015-994-759	The West 1/2 of Lot 8 Block 283 District Lot 526 Plan 590
015-994-741	The West 1/2 of Lot 7 Block 283 District Lot 526 Plan 590
015-994-686	The West 1/2 of Lot 6 Block 283 District Lot 526 Plan 590

(the “Property”).

2. The Beneficial Owner and the Nominee have agreed that the Nominee will hold legal title to the Property as bare trustee, agent, and nominee for the sole use, benefit and advantage of the Beneficial Owner and not for itself.

**THEREFORE**, in consideration of the premises and the amount of \$1.00 now paid by the Beneficial Owner to the Nominee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. Appointment

Effective as of the Effective Date, the Beneficial Owner appoints the Nominee as its bare trustee, agent, and nominee to hold legal title to the Property for and on behalf of the Beneficial Owner in accordance with this Agreement, with full power to manage and deal with the Property and execute any instrument, document or encumbrance in respect of the Property for and on behalf of the Beneficial Owner, all at

the direction of the Beneficial Owner and strictly in accordance with this Agreement, and the Nominee accepts such appointment.

## 2. Nominee's Agreements

The Nominee acknowledges and agrees that, as of and from the Effective Date:

- (a) the Nominee will hold the legal title to the Property as nominee, agent and bare trustee for and on behalf of the Beneficial Owner and the Nominee will have no equitable or beneficial interest therein, and the equitable and beneficial interest in the Property will be vested solely and exclusively in the Beneficial Owner;
- (b) the Nominee will hold legal title to the Property as nominee, agent and bare trustee for the Beneficial Owner subject to and in accordance with this Agreement and subject to the terms and conditions of any transfer, deed, lease, sublease, mortgage, debenture, security agreement, easement, right of way, license, restrictive covenant or other instrument, document or encumbrance pertaining to the Property;
- (c) any benefit, interest, profit or advantage arising out of or accruing from the Property is a benefit, interest, profit or advantage of the Beneficial Owner and if received by the Nominee will be received and held by the Nominee for the sole use, benefit and advantage of the Beneficial Owner, and the Nominee will account to the Beneficial Owner for any money or other consideration paid to or to the order of the Nominee in connection with the Property as directed by the Beneficial Owner, and the Nominee will, at any time during the term of appointment herein commencing on the Effective Date and within the six month period following the termination of this Agreement upon the request of the Beneficial Owner, deliver to the Beneficial Owner a reasonably detailed accounting of all amounts received and disbursed by the Nominee in respect of the Property, certified by an officer of the Nominee to be true, complete and correct;
- (d) the Nominee will, upon the direction of the Beneficial Owner, deal with the Property and do all acts and things in respect of the Property at the expense of and as directed by the Beneficial Owner from time to time and will assign, transfer, convey, lease, mortgage, pledge, charge or otherwise deal with the Property or any portion thereof at any time and from time to time in such manner as the Beneficial Owner may determine, to the extent permitted under all relevant laws; without limiting the generality of the foregoing, the Nominee will transfer legal title to the Property to or as directed by the Beneficial Owner forthwith upon the demand of the Beneficial Owner, collect revenues and pay expenses, including GST, with respect to the Property as agent and nominee of the Beneficial Owner;
- (e) the Nominee will, upon and strictly in accordance with the direction of the Beneficial Owner, act as the agent of the Beneficial Owner in respect of any matter relating to the Property or the performance or observance of any contract or agreement relating to the Property, including, without limitation, making any payment under any mortgage, debenture, security agreement or other instrument, document or encumbrance pertaining to the Property;
- (f) acting under this Agreement at the direction of the Beneficial Owner, the Nominee will have the full right and power to execute and deliver, under seal and otherwise, any transfer, deed, statement of adjustments, plan, lease, sublease, mortgage, debenture, security agreement, easement, right of way, license, restrictive covenant or other instrument, document or encumbrance pertaining to the Property without delivering proof

to any person (including, without limitation, any other party to any such instrument or document or the Registrar of any Land Title Office) of its authority to do so and any person may act in reliance on any such instrument, document or encumbrance and for all purposes any such instrument, document or encumbrance will be binding on the Beneficial Owner;

- (g) acting under this Agreement at the direction of the Beneficial Owner, the Nominee will have the full right and power to borrow money from time to time and covenant to repay money borrowed by the Beneficial Owner either alone or with others from time to time and to secure the repayment of any and all indebtedness and liabilities with respect to any amounts so borrowed by the grant of any charge or encumbrance (both fixed and floating) on, or security interest in, the Property or any part thereof, by way of debenture, mortgage, assignment of rents, assignment of sale proceeds, security agreement or other instrument or document without delivering proof to any person (including, without limitation, any other party to any such instrument or document or the Registrar of any Land Title office) of its authority to do so and any person may act in reliance of any such instrument or document and for all purposes any such instrument or document will be binding on the Beneficial Owner;
- (h) the Nominee will not deal with the Property in any way or execute any instrument, document or encumbrance in respect of the Property without the prior consent or direction of the Beneficial Owner; and
- (i) the Nominee will notify the Beneficial Owner forthwith upon receipt by the Nominee of notice of any matter or thing in respect of the Property or any portion thereof, including, without limitation, in respect of any tax, lien, charge or encumbrance in respect of the Property.

### **3. Reimbursement of Expenses**

Any payments or disbursements made by the Nominee in respect of the Property in accordance with this Agreement will be made as the agent of and for the account of the Beneficial Owner, as principal, and the Beneficial Owner will reimburse the Nominee for any amount reasonably and properly expended by the Nominee in connection with the Property with the consent or direction of the Beneficial Owner. All liabilities incurred or outstanding in respect of the Property, including any liability under any mortgage, debenture or security agreement in respect thereof, are the liabilities of the Beneficial Owner as principal and the Nominee in incurring or granting the same is acting only as agent for the Beneficial Owner. The Nominee will not be entitled to any remuneration or any revenue or profit in respect of the Property for acting as nominee, agent and bare trustee under this Agreement.

### **4. Time Limitation**

The powers herein conferred on the Nominee will not extend beyond the expiration of 80 years from the date of execution and delivery of this Agreement, unless renewed.

### **5. Indemnity by Beneficial Owner**

The Beneficial Owner agrees to indemnify and save harmless the Nominee against any and all liability, loss, cost, action, claim or expense resulting from the Nominee's holding of title to or dealing with the Property as directed by the Beneficial Owner from time to time.

### **6. Time**

Time will be of the essence of this Agreement.

**7. Gender and Number**

Words importing the masculine gender include the feminine and neuter genders and words in the singular include the plural, and vice versa.

**8. No Waiver**

No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as may be limited herein, either party may, in its sole discretion, exercise any and all rights, powers, remedies and recourses available to it under this Agreement or any other remedy available to it and such rights, powers, remedies and recourses may be exercised concurrently or individually without the necessity of making any election.

**9. Amendments**

No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section of this Agreement is binding unless it is in writing and executed by each party.

**10. Enurement**

This Agreement enures to the benefit of and is binding upon the parties hereto and their respective successors and permitted assigns.

**11. Governing Law**

This Agreement and all matters arising hereunder will be governed by and construed in accordance with the laws of British Columbia, which will be deemed to be the proper law hereof, and the courts of British Columbia will have the non-exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability of this Agreement.

**12. Further Assurances**

The Nominee will perform all such other acts and things and execute all such other documents as are necessary or desirable in the reasonable opinion of the Beneficial Owner to evidence or carry out the terms or intent of this Agreement.

**13. Counterparts**

This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, email or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**

Each of the parties has executed and delivered this Agreement as of the Effective Date.

**The Nominee:**

**2244 WEST 6TH AVENUE HOLDINGS INC.**

Per: \_\_\_\_\_  
Name: Michael McGahan  
Title: Director

**The Beneficial Owner:**

**VANCOUVER NO. 1 APARTMENTS PARTNERSHIP** by its partners:

**CRESTPOINT REAL ESTATE (LEGACY) LIMITED PARTNERSHIP** by its general partner **CRESTPOINT REAL ESTATE (LEGACY) GP INC.**

Per: \_\_\_\_\_  
DocuSigned by:  
*Kevin Leon*  
Name: Kevin Leon  
Title: President

**INTERRENT NO. 10 LIMITED PARTNERSHIP** by its general partner **INTERRENT GP NO. 10 LIMITED**

Per: \_\_\_\_\_  
Name: Mike McGahan  
Title: CEO


**INTERRENT HOLDINGS MANAGER LIMITED PARTNERSHIP** by its general partner **INTERRENT MANAGER GP ULC**

Per: \_\_\_\_\_  
Name: Michael McGahan  
Title: CEO

Each of the parties has executed and delivered this Agreement as of the Effective Date.

**The Nominee:**

**2244 WEST 6TH AVENUE HOLDINGS INC.**

Per:   
Name: Michael McGahan  
Title: Director


**The Beneficial Owner:**

**VANCOUVER NO. 1 APARTMENTS PARTNERSHIP** by its partners:


**CRESTPOINT REAL ESTATE (LEGACY) LIMITED PARTNERSHIP** by its general partner **CRESTPOINT REAL ESTATE (LEGACY) GP INC.**

Per: \_\_\_\_\_  
Name: Kevin Leon  
Title: President

**INTERRENT NO. 10 LIMITED PARTNERSHIP** by its general partner **INTERRENT GP NO. 10 LIMITED**

Per:   
Name: Mike McGahan  
Title: CEO

**INTERRENT HOLDINGS MANAGER LIMITED PARTNERSHIP** by its general partner **INTERRENT MANAGER GP ULC**

Per:   
Name: Michael McGahan  
Title: CEO



Print clearly in CAPITAL LETTERS / Écrivez clairement en LETTRES MAJUSCULES

1. Registration Type / Type d'enregistrement

Page 1 of de 2

If B, C, or D enter "Business Identification Number" /  
En cas de B, C ou D, inscrivez le n° d'identification de l'entreprise.

A  New / Nouvel B  Renewal / Renouvellement C  Amendment / Modification D  Cancellation / Révocation

BIN Business Identification No. / NIE le n° d'identification de l'entreprise

2. Business Name / Nom commercial

VANCOUVER, NO. 1 APARTMENTS, PARTNERSHIP

3. Mailing Address of Registrant / L'Adresse postale de Registrant

485 207 BANK STREET  
OTTAWA ONTARIO K2P 1Z2  
CANADA

4. Address of principal place of business in Ontario (PO Box not acceptable) / Adresse de l'établissement principal en Ontario (Case postale non acceptée)

Same as above / comme ci-dessus

Street No. / N° de rue Street Name / Nom de la rue Suite No. / Bureau n° City / Town / Ville  
Province / Province Country / Pays Postal Code / Code postal

5. Give a brief description of the ACTIVITY being carried out under the business name. / Résumez brièvement le genre d'ACTIVITÉ exercée sous le nom commercial.

HOLDING REAL ESTATE

6. Type of Registrant / Type de personne enregistrée

A  Sole proprietorship / Entreprise personnelle B  Partnership / Société en nom collectif  More than 10 Partners: records at business address / Plus de 10 associés: dossiers à l'adresse d'affaires

7. Registrant Information / Renseignements sur la personne enregistrée

Last Name / Nom de famille First Name / Prénom Middle Initial / initiale 2° prénom

8. Street No. / N° de rue Street Name / Nom de la rue

485 BANK STREET 207 OTTAWA ONTARIO CANADA K2P 1Z2

Additional Information. Only complete if the registrant is not an individual. See instructions 7/8 on the form. / Renseignements supplémentaires. À remplir uniquement si la personne enregistrée n'est pas un particulier.

INTERRENT NO. 10 LIMITED PARTNERSHIP

Ont. Corporation No. / (For Corporate Partners Only) N° matricule de la personne morale en Ontario Pour les personnes morales associées seulement

7. Last Name / Nom de famille

First Name / Prénom

Middle Initial / initiale 2° prénom

8. Street No. / N° de rue Street Name / Nom de la rue

130 KING STREET WEST 1400 TORONTO ONTARIO CANADA M5X 1C8

Additional Information. Only complete if the registrant is not an individual. See instructions 7/8 on the form. / Renseignements supplémentaires. À remplir uniquement si la personne enregistrée n'est pas un particulier.

CRESTPOINT REAL ESTATE (LEGACY) LIMITED PARTNERSHIP

Ont. Corporation No. / (For Corporate Partners Only) N° matricule de la personne morale en Ontario Pour les personnes morales associées seulement

9. Print name of person authorizing this registration / (either the sole proprietor, a partner or a person acting under a power of attorney)

If the person is a corporation, complete additional information below only. /

Indiquez en lettres majuscules le nom de la personne autorisant l'enregistrement / (propriétaire unique, associé, ou personne habilitée en vertu d'une procuration). (Si c'est une personne morale qui autorise l'enregistrement, compléter les renseignements supplémentaires ci-dessous).

Last Name / Nom de famille First Name / Prénom Middle Initial / initiale 2° prénom  
MILLAR CURT

If person authorizing the registration is not an individual (eg. corporation, trust, syndicate), print name below and do not complete last, first and middle names above. / Si la personne qui autorise l'enregistrement n'est pas un individu (c'est-à-dire une personne morale, un trust ou syndicat) ne pas remplir le nom de famille, prénom et 2° prénom.

Additional Information / Renseignements supplémentaires

MINISTRY USE ONLY - RÉSERVÉ AU MINISTÈRE

BIN/EIN: 310580618  
NAME/  
NOM: VANCOUVER  
REG/ENR: 2021-04-08  
EXP/EXP: 2026-04-07

It is the responsibility of the applicant(s) to ensure the accuracy of the information submitted. It is an offence under section 10 of the Business Names Act to submit false or misleading information. / Il incombe aux demandeurs de veiller à l'exactitude des renseignements présentés. Le demandeur qui fait une déclaration fautive ou trompeuse commet une infraction en vertu de l'article 10 de la Loi sur les noms commerciaux.



Print clearly in CAPITAL LETTERS / Écrivez clairement en LETTRES MAJUSCULES

1. Registration Type /  
Type d'enregistrement

If B, C, or D enter "Business Identification Number" /  
En cas de B, C ou D, inscrivez le n° d'identification de l'entreprise.

A <input checked="" type="checkbox"/> New Nouvel	B <input type="checkbox"/> Renewal Renouvellement	C <input type="checkbox"/> Amendment Modification	D <input type="checkbox"/> Cancellation Révocation	BIN Business Identification No. NIE le n° d'identification de l'entreprise
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2. Business Name /  
Nom commercial

V A N C O U V E R N O . 1 A P A R T M E N T S P A R  
T N E R S H I P

3. Mailing Address of Registrant /  
L'Adresse postale de Registrant

Street No. / N° de rue: 485 Suite No. / Bureau: 207 Street Name / Nom de la rue: BANK STREET  
City / Town / Ville: OTTAWA Province / Province: ONTARIO Postal Code / Code postal: K2P 1Z2  
Country / Pays: CANADA

4. Address of principal place of business in Ontario (PO Box not acceptable) /  
Adresse de l'établissement principal en Ontario (Case postale non acceptée)

Same as above / comme ci-dessus

Street No. / N° de rue	Street Name / Nom de la rue	Suite No. / Bureau n°	City / Town / Ville
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Résumez brièvement le genre d'ACTIVITÉ exercée sous le nom commercial.

HOLDING REAL ESTATE

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Type de personne enregistrée

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records at business address /  
Plus de 10 associés :  
dossiers à l'adresse d'affaires

7. Registrant Information /  
Renseignements sur la personne enregistrée

Last Name / Nom de famille: First Name / Prénom: Middle Initial / initiale 2° prénom:

8. Street No. / N° de rue Street Name / Nom de la rue

485 BANK STREET Suite No. / Bureau n°: 207 City / Town / Ville: OTTAWA  
Province / Province: ONTARIO Country / Pays: CANADA Postal Code / Code postal: K2P 1Z2

Additional Information. Only complete if the registrant is not an individual. See instructions 7/8 on the form. /  
Renseignements supplémentaires. À remplir uniquement si la personne enregistrée n'est pas un particulier.  
Voir les instructions 7 et 8 sur le formulaire.

INTERRENT HOLDINGS MANAGER LIMITED PARTNERSHIP

Ont. Corporation No. / (For Corporate Partners Only)  
N° matricule de la personne morale en Ontario Pour les personnes morales associées seulement

7. Last Name / Nom de famille

First Name / Prénom

Middle Initial / initiale 2° prénom

8. Street No. / N° de rue Street Name / Nom de la rue

Suite No. / Bureau n° City / Town / Ville

Province / Province Country / Pays Postal Code / Code postal

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N° matricule de la personne morale en Ontario Pour les personnes morales associées seulement

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Last Name / Nom de famille: MILLAR First Name / Prénom: CURT Middle Initial / initiale 2° prénom:

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Additional Information / Renseignements supplémentaires

MINISTRY USE ONLY - RÉSERVÉ AU MINISTÈRE

BIN/EIN: 310580618  
NAME/  
NOM: VANCOUVER  
REG/ENR: 2021-04-08  
EXP/EXP: 2026-04-07

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**Date Issued:** 2021-04-08  
(yyyy-mm-dd)

**Business Number:**

**Business Name and Mailing Address:**

VANCOUVER NO. 1 APARTMENTS PARTNERSHIP  
207-485 BANK STREET  
OTTAWA, ON CA K2P 1Z2

**Business**

**Address:** SAME AS ABOVE

**Telephone:**

**Ext:**

**Fax:**

**Email:**

**Legal Name(s):** INTERRENT NO.10 LIMITED PARTNERSHIP  
CRESTPOINT REAL ESTATE (LEGACY) LIMITED PARTNERSHIP

**Type of**

**Legal Entity:** GENERAL PARTNERSHIP (This business has 3 partner(s) recorded on this licence)

**Business**

**Activity:** HOLDING REAL ESTATE

Business Information	Number	Effective Date (yyyy-mm-dd)	Expiry Date (yyyy-mm-dd)
BUSINESS NAME REGISTRATION	310580618	2021-04-08	2026-04-07

**To the Client:** When the Master Business Licence is presented to any Ontario business program, you are not required to repeat information contained on this licence. Each Ontario business program is required to accept this licence when presented as part of its registration process.  
**If you have any questions about this Master Business Licence** call the ServiceOntario Contact Centre at 1-800-565-1921 or 1-416-314-9151 or TTY 1-416-326-8566.  
**For more information, or to access other business-related services,** call the Business Info Line, a collaboration between ServiceOntario and Industry Canada, at 1-888-745-8888 or 1-416-212-8888 or TTY 800-268-7095.  
**A business name registration is effective for 5 years** from the date that it is accepted for registration. It is the registrant's responsibility to renew the business name prior to the expiry date and to pay the required fee.

**To the Ontario business program:** A client is not required to repeat any information contained in this licence in any other form used in your registration process.

**Date Issued:** 2021-04-08  
(yyyy-mm-dd)

**Business Number:**

**Business Name:**  
VANCOUVER NO. 1 APARTMENTS PARTNERSHIP

**Legal Name(s):**  
INTERRENT HOLDINGS MANAGER LIMITED PARTNERSHIP

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**To the Ontario business program:** A client is not required to repeat any information contained in this licence in any other form used in your registration process.

# STATEMENT OF REGISTRATION GENERAL PARTNERSHIP



BC Registry  
Services

Mailing Address:  
PO BOX 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC

Internet: [www.bcregistryservices.gov.bc.ca](http://www.bcregistryservices.gov.bc.ca)  
and [www.bcbusinessregistry.ca](http://www.bcbusinessregistry.ca)

Phone: 1 877 526-1526

The Registrar of Companies certifies the following is the information provided  
in the Statement of Registration at the time it was filed.

**A. Name and Return Mailing Address for the person submitting this statement of registration**

GOWLING WLG (CANADA) LLP  
Suite 2300, Bentall 5  
550 Burrard Street  
Vancouver BC V6C 2B5

FILED and REGISTERED  
April 12, 2021  
REGISTRAR OF COMPANIES

Corporate Registry Number  
FM0841139

National Business Number  
76670 8549 BC0001

**B. Information on the business being registered:**

BUSINESS NAME  
VANCOUVER NO. 1 APARTMENTS PARTNERSHIP

NAME REQUEST NUMBER  
NR 2602518

Note: The registration of a business under the *Partnership Act* does not provide any protection for that

BUSINESS ADDRESS  
Suite 2300, Bentall 5  
550 Burrard Street  
Vancouver BC V6C 2B5

MAILING ADDRESS  
Suite 2300, Bentall 5  
550 Burrard Street  
Vancouver BC V6C 2B5

BUSINESS CONTACT INFORMATION

START DATE OF BUSINESS IN  
BRITISH COLUMBIA

DESCRIBE NATURE OF BUSINESS  
Real estate investments [NAICS-N/A]

YYYY MM DD  
2021 01 28

**C. Partnership - The persons listed below are the only members of the General Partnership.**

PARTNER NAME	ADDRESS
INTERRENT NO. 10 LIMITED PARTNERSHIP	Suite 207, 485 Bank Street Ottawa ON K2P 1Z2

CRESTPOINT REAL ESTATE (LEGACY) LIMITED PARTNERSHIP	1400 - 130 King Street West Toronto ON M5X 1C8
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\$40.00 PAID BY CREDIT CARD - VISA  
Receipt Number: 491206  
Internet  
Session ID: 1707735

It is an offence to make or assist in making a false or misleading  
statement in a record filed under the Partnership Act. A person who  
commits this offence is subject to a maximum fine of \$5,000.00.



# STATEMENT OF REGISTRATION GENERAL PARTNERSHIP



BC Registry  
Services

Mailing Address:  
PO BOX 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC

Internet: [www.bcregistryservices.gov.bc.ca](http://www.bcregistryservices.gov.bc.ca)  
and [www.bcbusinessregistry.ca](http://www.bcbusinessregistry.ca)

Phone: 1 877 526-1526

PARTNER NAME

ADDRESS

**INTERRENT HOLDINGS MANAGER LIMITED  
PARTNERSHIP**

**1600, 421 - 7th Ave SW  
Calgary AB T2P 4K9**

\$40.00 PAID BY CREDIT CARD - VISA  
Receipt Number: 491206  
Internet  
Session ID: 1707735

It is an offence to make or assist in making a false or misleading statement in a record filed under the Partnership Act. A person who commits this offence is subject to a maximum fine of \$5,000.00.

