

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
and 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.*

FILED and REGISTERED
April 12, 2021
REGISTRAR OF COMPANIES

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

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.



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Internet: www.bcregistryservices.gov.bc.ca
and 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.





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, PAR
 TNERSHIP

3. Mailing Address of Registrant / L'Adresse postale de Registrant
 Street No. / N° de rue: 485 Suite No. / Bureau n°: 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 (Casa 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
 C 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: 485 Street Name / Nom de la rue: 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 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: 130 Street Name / Nom de la rue: KING STREET WEST Suite No. / Bureau n°: 1400 City / Town / Ville: TORONTO
 Province / Province: ONTARIO Country / Pays: CANADA Postal Code / Code postal: 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.
 Voir les instructions 7 et 8 sur le formulaire.
 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: MILLAR First Name / Prénom: CURT Middle Initial / initiale 2° prénom:

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: 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 faussée 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

Page 2 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 <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 . . I 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 n° 207	Street Name / Nom de la rue BANK STREET
City / Town / Ville OTTAWA	Province / Province ONTARIO	Postal Code / Code postal 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 No. / N° de rue 485	Street Name / Nom de la rue 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 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	

Additional Information. Only complete if the registrant is not an individual. See instructions 7/8 on the form. /
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Ont. Corporation No. / (For Corporate Partners Only)
N° matricule de la personne morale en Ontario Pour les personnes morales associées seulement

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

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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

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.

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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BARE TRUST, AGENCY AND NOMINEE AGREEMENT

THIS AGREEMENT is dated effective the 28th day of January, 2021 (the “**Effective Date**”)

BETWEEN :

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

(the “**Beneficial Owner**”)

- and-

8740 CARTIER STREET HOLDINGS LTD., a corporation incorporated under the laws of British Columbia

(the “**Nominee**”)

CONTEXT

1. Pursuant to the terms of a purchase and sale agreement dated December 9, 2020 between InterRent International Properties Inc., in trust, and Crestpoint Acquisition Corporation, in trust, as purchaser (collectively the “**Original Purchaser**”), and Arbutus Court Apartments Ltd., as vendor (the “**Vendor**”), as amended by an amendment agreement dated December 23, 2020, and as assigned pursuant to an assignment agreement dated January 28, 2021, by the Original Purchaser to the Beneficial Owner (collectively, the “**Purchase Agreement**”), the Beneficial Owner agreed to purchase and the Vendor agreed to cause the sale of, all of the issued and outstanding shares in the capital of the Nominee. The Nominee is the registered owner of the apartment building more particularly defined and described in Schedule “A” attached hereto (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.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS]

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

The Nominee:

8740 CARTIER STREET HOLDINGS LTD. by its authorized signatory:

Per: 
Name: Michael McGahan
Title : Director


The Beneficial Owner:

VANCOUVER NO. 1 PARTNERSHIP
By its partners


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

Per: _____
Kevin Leon
President

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

Per: 
Mike McGahan
CEO

**INTERRENT HOLDINGS MANAGER
LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER
INTERRENT HOLDINGS MANAGER GP
ULC**

Per: 
Michael McGahan
CEO

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

The Nominee:


8740 CARTIER STREET HOLDINGS LTD. by its authorized signatory:

Per: _____
Name: Michael McGahan
Title : Director

The Beneficial Owner:

VANCOUVER NO. 1 PARTNERSHIP
By its partners

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

Per:  _____
Kevin Leon
President

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

Per: _____
Mike McGahan
CEO

**INTERRENT HOLDINGS MANAGER
LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER
INTERRENT HOLDINGS MANAGER GP
ULC**

Per: _____
Michael McGahan
CEO

SCHEDULE A

DESCRIPTION OF PROPERTY

Arbutus Court	8740 Cartier Street, Vancouver	PID: 007-892-802 Lot A Block 10 District Lot 318 Plan 4262
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