

NOMINEE AGREEMENT

THIS AGREEMENT made as of the 31st day of July, 2015.

B E T W E E N:

CAPREIT LIMITED PARTNERSHIP

(hereinafter called the "Owner")

OF THE FIRST PART

- and -

YORKSON GROVE HOLDINGS LTD.

(hereinafter called the "Nominee")

OF THE SECOND PART

WHEREAS the Owner will be acquiring beneficial ownership in and to the land and premises described in Schedule "A" hereto, including all interests therein and rights appurtenant thereto (the "Property"), as of the date hereof;

AND WHEREAS the Owner has requested that the Nominee hold the Owner's interests in and to the Property in the name of the Nominee as bare trustee and nominee on the Owner's behalf on the terms and subject to the conditions hereinafter set forth;

AND WHEREAS the Nominee has agreed to hold the Owner's interest in and to the Property on such terms and conditions;

AND WHEREAS the Nominee is not required to advance any of the funds necessary to acquire, hold or maintain the Property;

NOW THEREFORE in consideration of the mutual covenants and conditions herein contained the parties hereto do hereby agree as follows:

1. The Nominee hereby acknowledges and agrees that it will hold registered title to the Property solely as bare trustee and nominee for the Owner and not for itself, that it otherwise has no legal or beneficial interest in and to the Property or in and to any mortgage proceeds, rents, income, issues, advantages or benefits therefrom, whether or not it may have executed or may hereafter execute under direction of the Owner any contracts, notes, mortgages, leases or other agreements for the ownership and use of the

Property by the occupants or users and that it will do no act relating to the Property without the express authorization and direction of the Owner.

2. The Owner acknowledges that registered title to the Property shall, for the purpose of convenience in dealing with the Property for and on behalf of the Owner, remain in the name of the Nominee.
3. The Nominee shall remain the registered owner and hold the Property for the Owner provided that when specifically directed by the Owner in writing the Nominee will execute and deliver to the Owner or in accordance with the Owner's written direction, and at the Owner's expense, such conveyances and transfers in registrable or other form of registered title to the Property or any part or parts thereof to the Owner or its trustees, administrators, successors or assigns or such other person as the Owner may direct in writing and will have all other formalities complied with in order to transfer registered title to the Property to the Owner or its trustees, administrators, successors or assigns, or such other person as the Owner may direct in writing.
4. The Nominee acknowledges and agrees that all rents, revenue and other receipts from the Property payable to the Nominee shall belong legally and beneficially to the Owner so long as the Owner retains its interest in the Property. The Nominee shall promptly remit to the Owner all rents, revenues and other receipts from the Property, and all funds which are received by the Nominee (whether as registered title holder of the Property or as a nominal party to any instrument entered into in connection with the Property). The obligation of the Nominee to remit all rents, revenues, receipts and funds is subject to the rights of any secured creditor or mortgagee who the Nominee reasonably believes has a claim to all or any part of such funds. The Nominee shall incur no liability to the Owner for making any such remittance as the Nominee is directed to make pursuant to (i) any notice received from any such creditor or mortgagee or (ii) pursuant to any standing or special written instructions received from the Owner. The Nominee shall, at the expense and request of the Owner, account to the Owner for all funds received by the Nominee in connection with the Property.
5. The Nominee shall promptly upon receipt transmit to the Owner copies of all directions, notices, claims, demands or other communications, which the Nominee receives and which relate in any way to the Property. The Nominee shall promptly notify the Owner upon becoming aware of any default by any party to, or beneficiary of, any instrument relating to the Property.
6. The Nominee agrees that it shall hold no other assets than the Property and any personal property beneficially owned by the Owner and located on, used

in connection with or relating directly to the Property beneficially owned by the Owner (the "Assets") and that it shall engage in no undertaking other than holding the Assets and acting under the authorization and direction of the Owner pursuant to this agreement and any amendments hereto.

7. All costs and expenses incurred by the Nominee during the entire period of time within which the Nominee holds registered title pursuant to this Agreement in connection with the performance of its duties and obligations hereunder, or in connection with the holding by the Nominee of the registered title to the Property, shall be borne by the Owner.
8. No party dealing with the Nominee in relation to the Property in any manner whatsoever and, without limiting the generality of the foregoing, no party to whom the registered title of the Property or any part thereof or interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Nominee shall be obligated to investigate whether:
 - (a) at the time of such dealings this Agreement was in full force and effect and was unamended;
 - (b) any document, instrument or other writing executed by the Nominee was executed in accordance with the terms and conditions of this Agreement;
 - (c) the Nominee was duly authorized and empowered to execute and deliver every such document, instrument and other writing; and
 - (d) if a conveyance of registered title of the Property has been made by the Nominee to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its or their predecessor.
9. In consideration of the Nominee accepting the responsibilities and obligations set out herein, the Owner hereby releases the Nominee from any and all liability that the Nominee may incur in respect of any action taken by the Nominee either pursuant to the instructions of the Owner or pursuant to the terms of this Agreement. The Owner does hereby agree to indemnify and save harmless the Nominee from any and all manner of actions, causes of action, costs, suits, debts, obligations, accounts, bonds, covenants, contracts, claims and demands whatsoever which may arise against the Nominee by virtue of the Nominee holding registered title to the Property, performing its obligations hereunder or by virtue of anything arising out of any dealings

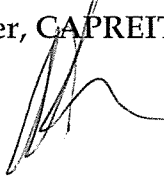
with the Property. The Nominee shall have no recourse against the trustees of the Owner personally.

10. There shall be no fee payable to the Nominee by the Owner.
11. The Nominee covenants and agrees to do all such things and execute all documents, which may hereafter be required to give effect to the purpose and intent of this Agreement.
12. The Nominee shall not be obligated to file any income tax returns with respect to the Property, but the Owner shall file all such returns and pay all taxes on the earning and avails of the Property or growing out of its interest therein.
13. This Agreement shall not be recorded or registered against the title to the Property or elsewhere except with the consent of the Owner.
14. All notices or other communications and deliveries required by this Agreement or desired to be given or made by either of the parties hereto shall be sufficiently given if personally delivered or if mailed by registered mail, receipt requested, addressed to the Owner or to the Nominee at: 11 Church Street, Suite 401, Toronto, Ontario, M5E 1W1 or to such other address of which written notice is given in accordance with this Section 14. Each such notice, communication or delivery shall be deemed delivered on the date of delivery (if personally delivered) or on the third business day following the date of mailing thereof (if mailed). Notwithstanding the foregoing, notice given by mail during a strike or other generally recognized disruption in mail service shall not be effective until actually received.
15. The obligations hereunder are binding upon the Owner but not personally binding upon any of the trustees, unitholders, annuitants under a plan of which a unitholder acts as trustee or carrier, officers, employees or agents of the Owner, including, without limitation, CAPREIT Apartments Inc., and no resort shall be had to nor redress, recourse of satisfaction result from the private property of any such parties. All agreement contemplated by this Agreement to which the Owner is a party shall contain a provision to the foregoing effect.
16. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
17. This Agreement may be amended, revoked or terminated only by written agreement executed by both parties hereto.

18. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.


IN WITNESS WHEREOF the parties hereto have duly executed the within Agreement as of the date first written above.

**CAPREIT LIMITED PARTNERSHIP, by its
general partner, CAPREIT GP INC.**

By: 

Name: Corinne Pruzanski
Title: Secretary

YORKSON GROVE HOLDINGS LTD.

By: 

Name: Corinne Pruzanski
Title: Secretary

8026-207 Street,
Langley, BC

SCHEDULE "A"
THE PROPERTY

8026-207 Street, Langley, British Columbia

Parcel Identifier: 029-110-661

Lot A, Section 26, Township 8, New Westminster District Plan EPP26603.