



**NOTICE OF ANNUAL AND SPECIAL MEETING OF  
UNITHOLDERS**

**TO BE HELD ON MAY 24, 2018**

**AND**

**INFORMATION CIRCULAR**

Dated April 9, 2018



## PURE MULTI-FAMILY REIT LP

### NOTICE OF ANNUAL AND SPECIAL MEETING OF UNITHOLDERS

NOTICE IS HEREBY GIVEN that an annual and special meeting (the “Meeting”) of the holders (“Unitholders”) of Class A Units and Class B Units (collectively, the “Units”) of Pure Multi-Family REIT LP (“Pure Multi-Family”) will be held at **KPMG LLP, 777 Dunsmuir Street, 11<sup>th</sup> Floor, Vancouver, British Columbia at 11:00 a.m. (Vancouver time), on May 24, 2018**, for the following purposes:

1. to receive the financial statements of Pure Multi-Family for the financial year ended December 31, 2017 and the report of the auditor thereon;
2. to fix the number of directors (the “Directors”) of Pure Multi-Family REIT (GP) Inc. (the “Governing GP”), the governing general partner of Pure Multi-Family, at seven
3. to elect the Directors for the ensuing year;
4. to appoint KPMG LLP, Chartered Accountants, as auditor of Pure Multi-Family for the ensuing year and to authorize the Directors to fix their remuneration;
5. to consider, and if thought fit, to pass an ordinary resolution authorizing and approving certain amendments to the Limited Partnership Agreement dated May 8, 2012, as amended and restated May 28, 2015 and as amended August 21, 2015 (the “LP Agreement”) to remove Pure MultiFamily Management Limited Partnership as a general partner of Pure Multi-Family (the “Managing General Partner Amendment”) and to make such additional and/or alternative amendments to the LP Agreement as are necessary or desirable to facilitate the Managing General Partner Amendment or otherwise, as more particularly described in, and subject to, the accompanying Information Circular dated April 9, 2018 (the “Information Circular”);
6. to consider, and if thought fit, to pass a special resolution authorizing and approving certain amendments to the LP Agreement to remove certain restrictions on the Class B Units contained therein (the “Class B Amendment”) and to make such additional and/or alternative amendments to the LP Agreement as are necessary or desirable to facilitate the Class B Amendment or otherwise, as more particularly described in, and subject to, the accompanying Information Circular;
7. to consider, and if thought fit, to pass an ordinary resolution authorizing and approving, certain amendments to Pure Multi-Family’s Restricted Unit Plan, as more particularly described in, and subject to, the accompanying Information Circular; and
8. to transact such further and other business as may properly come before the meeting or any adjournment thereof.

The record date for the determination of Unitholders entitled to notice of and to vote at the Meeting, and at any adjournment or postponement thereof, is April 6, 2018. Each registered Unitholder at the close of business on that date is entitled to such notice and to vote at the Meeting as set out in the accompanying Information Circular.

Unitholders of record are entitled to vote at the Meeting either in person or by proxy. Unitholders who are unable to attend the Meeting in person are requested to read, complete, sign and deliver the accompanying Form of Proxy. To be effective, the Form of Proxy must be received by Computershare Investor

Services Inc., 100 University Avenue, 8<sup>th</sup> Floor, Toronto, Ontario, M5J 2Y1, (facsimile: 1-866-249-7775) not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time of the Meeting, or any adjournment or postponement thereof.

**Beneficial Unitholders who hold their Units of Pure Multi-Family through an intermediary/broker are not entitled, as such, to vote at the Meeting through a proxy. Regulatory policy requires intermediaries/brokers to seek voting instructions from Beneficial Unitholders in advance of the Meeting. Beneficial Unitholders should carefully follow the instructions of the intermediary/broker, including those on how and when voting instructions are to be provided, in order to have their Units voted at the Meeting.**

The accompanying Information Circular provides additional information relating to the matters to be dealt with at the Meeting and forms part of this Notice of Annual and Special Meeting of Unitholders.

DATED at Vancouver, British Columbia, this 9th day of April, 2018.

**BY ORDER OF THE BOARD OF DIRECTORS OF THE GOVERNING GP**

*“Stephen J. Evans”*

(signed) Stephen J. Evans  
Director and Chief Executive Officer

**Vote using the following methods prior to the Meeting.**



**Internet**

Vote online at  
[www.investorvote.com](http://www.investorvote.com)

**Registered Unitholders**  
*Shares held in own name and represented by a physical certificate.*



**Telephone or Fax**

Telephone: 1-866-732-8683  
Fax: 1-866-249-7775

**Beneficial Unitholders**  
*Shares held with a broker, bank or other intermediary.*

Vote online at  
[www.proxyvote.com](http://www.proxyvote.com)



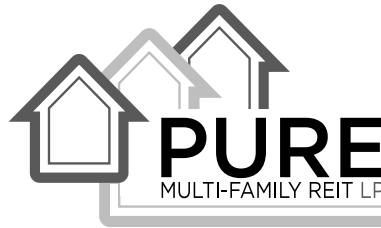
**Mail**

Return the form of proxy in the enclosed postage paid envelope.

Return the voting instruction form in the enclosed postage paid envelope.

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## INFORMATION CIRCULAR

### SOLICITATION OF PROXIES

This Management Information Circular (“Information Circular”) is furnished in connection with the solicitation of proxies by management of Pure Multi-Family REIT (GP) Inc. (the “Governing GP”), the governing general partner of Pure Multi-Family REIT LP (“Pure Multi-Family”), for use at the annual and special meeting (the “Meeting”) of holders (the “Unitholders”) of Class A units (the “Class A Units”) and Class B units (the “Class B Units” and together with the Class A Units, the “Units”) of Pure Multi-Family to be held at KPMG LLP, 777 Dunsmuir Street, 11<sup>th</sup> Floor, Vancouver, British Columbia at 11:00 a.m. (Vancouver time), on May 24, 2018, or at any adjournments thereof, for the purposes set forth in the accompanying Notice of Annual and Special Meeting Of Unitholders (the “Notice of Annual and Special Meeting”). Unless the context otherwise requires, all references to the “Meeting” in this Information Circular include all adjournments and postponements thereof.

No person has been authorized to give any information or to make any representation other than as contained in this Information Circular in connection with the solicitation of proxies. If given or made, such information or representations must not be relied upon as having been authorized by Pure Multi-Family. The delivery of this Information Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Information Circular. This Information Circular does not constitute the solicitation of a proxy by anyone in any jurisdiction in which such solicitation is not authorized, or in which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation. Except as otherwise stated, the information contained herein is given as of April 9, 2018, and, unless indicated otherwise, all amounts contained herein are in U.S. dollars.

It is expected that the solicitation of proxies for the Meeting will be primarily by mail, but proxies may be solicited personally, by telephone or by other means of communication by the directors (the “Directors”) or employees or agents of the Governing GP or Pure Multi-Family. All costs of solicitation of proxies by or on behalf of management will be borne by Pure Multi-Family. The costs of soliciting proxies and printing and mailing this Information Circular in connection with the Meeting, which are expected to be nominal, will be borne by Pure Multi-Family. Pure Multi-Family has arranged for intermediaries/brokers to forward the Meeting materials to Beneficial Unitholders (as defined below) of Pure Multi-Family held of record by those intermediaries/brokers, and Pure Multi-Family may reimburse the intermediaries/brokers for their reasonable fees and disbursements in that regard.

### APPOINTMENT OF PROXIES

The persons named in the accompanying Form of Proxy are Directors. A registered Unitholder desiring to appoint some other person, who need not be a Unitholder, to represent him or her at the Meeting may do so by striking out the printed names and inserting the name of such other person and, if desired, an alternate to such person, in the blank space provided in the Form of Proxy. Such registered Unitholder should notify the nominee of the appointment, obtain the nominee’s consent to act as proxy and should provide voting instructions to the nominee. The nominee should bring personal identification to the Meeting.

A Form of Proxy must be in writing and signed by the registered Unitholder or by the registered Unitholder’s attorney duly authorized in writing or, if the registered Unitholder is a body corporate or association, under its seal or

by an officer or attorney thereof duly authorized indicating the capacity under which such officer or attorney is signing. If an attorney executes the Form of Proxy, evidence of the attorney's authority must accompany the Form of Proxy. A proxy will not be valid unless the completed Form of Proxy is received by Computershare Investor Services Inc. ("Computershare"), 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1 (facsimile: 1-866-249-7775) not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time of the Meeting, or any adjournment or postponement thereof. Alternatively, registered Unitholders can call the toll-free telephone number of Computershare or access Computershare's dedicated voting website (each as noted on the accompanying Form of Proxy) in order to vote the Units held by them. Notwithstanding the foregoing, the Chairman of the Meeting has the discretion to accept proxies received after such deadline. The time limit for the deposit of proxies may also be waived or extended by the Chairman of the Meeting at his discretion, without notice.

**Beneficial Unitholders who hold their Units of Pure Multi-Family through an intermediary/broker are not entitled, as such, to vote at the Meeting through a proxy. Regulatory policy requires intermediaries/brokers to seek voting instructions from Beneficial Unitholders in advance of the Meeting. Beneficial Unitholders should carefully follow the instructions of their intermediary/broker, including those on how and when voting instructions are to be provided, in order to have their Units voted at the Meeting. See "Beneficial Unitholders".**

## REVOCATION OF PROXIES

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A registered Unitholder who has given a proxy may revoke such proxy by: (a) completing and signing a proxy bearing a later date and depositing it with Computershare in accordance with the instructions set out herein; or (b) depositing an instrument or act in writing expressly revoking such proxy executed or signed by the registered Unitholder or by the registered Unitholder's personal representative or agent authorized in writing: (i) at the principal office of Pure Multi-Family not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time of the Meeting, or any adjournment or postponement thereof, (ii) with the Chairman of the Meeting prior to the commencement of the Meeting on the day of the Meeting, or any adjournment or postponement thereof, or (iii) in any other manner permitted by law. A revocation of a proxy does not affect any matter on which a vote has been taken prior to the revocation.

A Beneficial Unitholder who has given voting instructions to a broker, investment dealer, bank, trust company or other intermediary may revoke such voting instructions by following the instructions of such broker, investment dealer, bank, trust company or other intermediary. However, a broker, investment dealer, bank, trust company or other intermediary may be unable to take any action on the revocation if such revocation is not provided sufficiently in advance of the Meeting or any adjournment or postponement thereof.

## VOTING OF PROXIES

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**The persons named in the accompanying Form of Proxy will vote or withhold from voting the Units in respect of which they are appointed proxy on any poll (ballot) that may be called for in accordance with the instructions of the Unitholder as indicated on the Form of Proxy and, if the Unitholder specifies a choice with respect to any matter to be acted upon, the Units will be voted accordingly. Where no choice is specified in the Form of Proxy, such Units will be voted "for" the matters described therein and in this Information Circular.**

The accompanying Form of Proxy confers discretionary authority upon the person appointed proxy thereunder to vote with respect to amendments or variations of matters identified in the Notice of Annual and Special Meeting and with respect to other matters that may properly come before the Meeting. At the time of the printing of this Information Circular, the Directors know of no such amendment, variation or other matter, which may be presented to the Meeting. In the event that amendments or variations to matters identified in the Notice of Annual and Special Meeting are properly brought before the Meeting or any other business is properly brought before the Meeting, it is the intention of the persons named in the accompanying Form of Proxy to vote in accordance with their judgment on such matters or business.

## BENEFICIAL UNITHOLDERS

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Only registered Unitholders, or the persons they appoint as their proxies, are permitted to vote at the Meeting. These meeting materials are being sent to both registered and non-registered Unitholders. If you are a non-registered Unitholder and Pure Multi-Family or its agent has sent these materials directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the intermediary/broker holding on your behalf.

Unitholders who do not hold their Units in their own name are referred to in this Information Circular as “Beneficial Unitholders”. There are two kinds of Beneficial Unitholders – those who object to their names being made known to the issuers of securities which they own (called “OBOs” for Objecting Beneficial Owners), and those who do not object (called “NOBOs” for Non-Objecting Beneficial Owners). Subject to limited exceptions that may exist from time to time, all issued and outstanding Class A Units are in a book-based system administered by CDS Clearing and Depository Services Inc. (“CDS”). Consequently, all Class A Units are, subject to limited exceptions that may exist from time to time, registered under the name of CDS & Co. (the registration name for CDS). CDS also acts as nominee for brokerage firms through which Beneficial Unitholders hold their Units. Units held by CDS can only be voted (for or against resolutions) upon the instructions of the Beneficial Unitholder.

NOBOs will receive Meeting materials from their intermediary/broker, including a voting instruction form. Proxy-related materials will be delivered indirectly to OBOs. As a result, OBOs can expect to receive Meeting materials from their intermediary/broker, including a voting instruction form, as more particularly described below.

Applicable regulatory policy requires intermediaries/brokers to whom meeting materials have been sent to seek voting instructions from Beneficial Unitholders in advance of Unitholders’ meetings. Every intermediary has its own mailing procedures and provides its own return instructions, which should be carefully followed by Beneficial Unitholders in order to ensure that their Units are voted at the Meeting. Often, the Form of Proxy supplied to a Beneficial Unitholder by its broker is identical to that provided to registered Unitholders. However, its purpose is limited to instructing the registered Unitholder how to vote on behalf of the Beneficial Unitholder. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“Broadridge”). Broadridge typically prepares a special voting instruction form, mails those forms to the Beneficial Unitholders and asks for appropriate instructions respecting the voting of Units to be represented at the Meeting. Beneficial Unitholders are requested to complete and return the voting instruction form to Broadridge by mail or facsimile. Alternatively, Beneficial Unitholders can call a toll-free telephone number or access Broadridge’s dedicated voting website (each as noted on the voting instruction form) to deliver their voting instructions and vote the Units held by them. Additionally, Pure Multi-Family may utilize the Broadridge QuickVote™ service to assist Beneficial Unitholders with voting their Units.

Broadridge then tabulates the results of all voting instructions received and provides appropriate instructions respecting the voting of Units to be represented at the Meeting. A Beneficial Unitholder receiving a voting instruction form cannot use that voting instruction form to vote Units directly at the Meeting. The voting instruction form must be returned as directed by Broadridge well in advance of the Meeting in order to have the Units voted. Beneficial Unitholders who receive forms of proxies or voting materials from organizations other than Broadridge should complete and return such forms of proxies or voting materials in accordance with the instructions on such materials in order to properly vote their Units at the Meeting.

**Beneficial Unitholders cannot be recognized at the Meeting for purposes of voting their Units in person or by way of depositing a Form of Proxy. If you are a Beneficial Unitholder and wish to vote in person at the Meeting, please see the voting instructions you received or contact your intermediary/broker well in advance of the Meeting to determine how you can do so.**

Beneficial Unitholders should carefully follow the voting instructions they receive, including those on how and when voting instructions are to be provided, in order to have their Units voted at the Meeting.

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## QUORUM

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A quorum for any meeting of Unitholders shall be individuals present not being less than two in number and being Unitholders or representing by proxy Unitholders who hold in aggregate not less in aggregate than five percent of the total number of outstanding Units.

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## LIMITED PARTNERSHIP STRUCTURE

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Pure Multi-Family is a limited partnership formed under the *Limited Partnerships Act* (Ontario). Pure Multi-Family was established by Pure MultiFamily Management Limited Partnership (the “Managing GP”), its managing general partner, and the Governing GP pursuant to the terms of a Limited Partnership Agreement dated May 8, 2012, as amended and restated May 28, 2015 and as amended August 21, 2015 (as so amended and restated, the “LP Agreement”), as may be amended, restated, modified or supplemented from time to time. Pure Multi-Family was established for the purposes of acquiring, owning and operating quality multi-family real estate properties in major markets in the United States.

Pursuant to an initial public offering, effective July 10, 2012, Pure Multi-Family’s Units were listed for trading on the TSX Venture Exchange under the symbol RUF.U. Effective July 2, 2014, Pure Multi-Family’s Units were also listed for trading in Canadian dollars on the TSX Venture Exchange under the symbol RUF.UN. Effective January 2, 2014, Pure Multi-Family’s Units were listed for quotation in United States dollars on the OTCQX International Marketplace under the symbol PMULF. The financial year end of Pure Multi-Family is December 31. The reporting currency of Pure Multi-Family is U.S. dollars. Pure Multi-Family’s head office and address for service is located at 910 – 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2.

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## VOTING AGREEMENT

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**Pursuant to the LP Agreement, decisions relating to the operation and business of Pure Multi-Family are governed by the Governing GP, which has sole responsibility and authority for the governance and control of Pure Multi-Family.** The shares of the Governing GP are owned by Sunstone Multifamily Investments Inc. (“Sunstone”). By way of a voting agreement (the “Voting Agreement”) made May 8, 2012 among Pure Multi-Family, Sunstone, the successor to Darren Investments Inc. and Triple E Investments Inc., Sunstone agreed that any voting rights with respect to the Governing GP will be voted in favour of the election of directors approved by Pure Multi-Family. For these purposes, Pure Multi-Family may maintain, from time-to-time, an approved slate of nominees or provide direction with respect to the approval or rejection of any matter in the form of general guidelines, policies or procedures in which case no further approval or direction will be required. Any such general guidelines, policies or procedures may be modified by Pure Multi-Family in its discretion.

In addition, pursuant to the Voting Agreement, Sunstone has also agreed that any voting rights with respect to the Governing GP will be voted in accordance with the direction of the Unitholders with respect to the approval or rejection of the following matters relating to the Governing GP:

- (a) any sale of all or substantially all of its assets,
- (b) any merger, amalgamation, consolidation, business combination or other material corporate transaction, except in connection with any internal reorganization that does not result in a change of control,
- (c) any plan or proposal for a complete or partial liquidation or dissolution, or any reorganization or any case, proceeding or action seeking relief under any existing laws or future laws relating to bankruptcy or insolvency,
- (d) any amendment to the LP Agreement; or



- (e) any commitment or agreement to do any of the foregoing.

Further, pursuant to the Voting Agreement, Sunstone has agreed that it will not cause the Governing GP to resign as the Governing GP except with the prior consent of the Unitholders. The Voting Agreement also contains restrictions on transfers of the shares of the Governing GP, except that Sunstone may transfer shares of the Governing GP to any of its affiliates.

#### **VOTING UNITS AND PRINCIPAL HOLDERS THEREOF**

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Pure Multi-Family is authorized to issue an unlimited number of Class A Units and an unlimited number of Class B Units. Pure Multi-Family's Class A Units and Class B Units collectively comprise the Units referred to in this Information Circular. As of the date hereof, there are 76,731,540 Class A Units and 200,000 Class B Units outstanding. Each Class A Unit entitles the holder thereof to exercise one vote at any meeting of Unitholders of Pure Multi-Family. On August 12, 2016, upon the occurrence of a Determination Event (as defined in the LP Agreement), the number of Class A Units into which the Class B Units could be re-designated pursuant to the terms of the LP Agreement was fixed at 2,665,835 Class A Units. As a result, as of August 12, 2016, the 200,000 Class B Units outstanding are equivalent in economic, voting and all other respects to 2,665,835 Class A Units, even though they remain designated as Class B Units. The issued and outstanding Class A Units and Class B Units represent 96.64% and 3.36%, respectively, of the outstanding beneficial interests and voting rights in Pure Multi-Family, expressed as a percentage of all outstanding Units as a whole.

Every question submitted to a meeting, other than a special resolution, shall, unless a poll vote is demanded, be decided by a show of hands, on which every person present and entitled to vote shall be entitled to one vote. Only registered Unitholders at the close of business on April 6, 2018, the record date established by the Directors, are entitled to receive notice of and to vote at the Meeting.

To the knowledge of the Directors and the executive officers, as at April 9, 2018, no person beneficially owns, directly or indirectly, or exercises control or direction over, voting securities of Pure Multi-Family carrying more than 10% of the voting rights attached to any class of voting securities of Pure Multi-Family.

#### **PARTICULARS OF MATTERS TO BE ACTED UPON**

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The following items will be addressed at the Meeting:

1. to receive the financial statements of Pure Multi-Family for the financial year ended December 31, 2017 and the report of the auditor thereon;
2. to fix the number of Directors at seven;
3. to elect the Directors for the ensuing year;
4. to appoint KPMG LLP, Chartered Accountants, as auditor of Pure Multi-Family for the ensuing year and to authorize the Directors to fix their remuneration;
5. to consider, and if thought fit, to pass an ordinary resolution authorizing and approving certain amendments to the LP Agreement to remove the Managing GP as a general partner of Pure Multi-Family (the "Managing General Partner Amendment") and to make such additional and/or alternative amendments to the LP Agreement as are necessary or desirable to facilitate the Managing General Partner Amendment or otherwise, as more particularly described herein;
6. to consider, and if thought fit, to pass a special resolution authorizing and approving certain amendments to the LP Agreement to remove certain restrictions relating to the Class B Units contained therein (the "Class B Amendment") and to make such additional and/or alternative amendments to the LP Agreement as are necessary or desirable to facilitate the Class B Amendment or otherwise, as more particularly described herein; and

7. to consider, and if thought fit, to pass an ordinary resolution authorizing and approving, certain amendments to Pure Multi-Family's restricted unit plan (the "Restricted Unit Plan"), as more particularly described herein.

### 1. RECEIVING THE FINANCIAL STATEMENTS

Pure Multi-Family's annual consolidated financial statements for the year ended December 31, 2017, together with the auditor's report thereon, will be presented to Unitholders at the Meeting. A copy of such financial statements and auditor's report are also available on Pure Multi-Family's profile on SEDAR at [www.sedar.com](http://www.sedar.com) and on Pure Multi-Family's website at [www.puremultifamily.com](http://www.puremultifamily.com).

### 2. FIX NUMBER OF DIRECTORS

Pursuant to the LP Agreement, there shall be a minimum of five and a maximum of nine Directors. The number of Directors within such minimum and maximum numbers shall be determined at a meeting of the Unitholders. The number of Directors to be elected at the Meeting is proposed to be fixed at seven. All Directors elected at the Meeting will hold office for a term expiring at the close of the next annual meeting of Unitholders or until their successors are appointed, unless a Director's office is earlier vacated in accordance with the LP Agreement.

**Unless otherwise directed, the person named in the accompanying Form of Proxy or voting instruction form intend to vote for fixing the number of Directors at seven.**

**Management recommends that the Unitholders vote FOR fixing the number of Directors at seven.**

### 3. ELECTION OF DIRECTORS

Pursuant to the LP Agreement, decisions relating to the operation and business of Pure Multi-Family are governed by the Governing GP, which has sole responsibility and authority for the governance and control of Pure Multi-Family. References herein to the Directors, the Board of Directors, the Board, the Audit Committee, the Nominating and Governance Committee, the Compensation Committee, the Chief Executive Officer, the Chief Financial Officer, executive officer and/or officers of Pure Multi-Family, its subsidiaries or otherwise, refer to such position(s) with and/or committees of the Governing GP.

At the Meeting, each person nominated for election as a Director will be voted on individually and the voting results for each nominee will be publicly disclosed in a news release filed on SEDAR at [www.sedar.com](http://www.sedar.com).

#### *Advance Notice Policy*

The LP Agreement contains an advance notice policy (the "Advance Notice Policy") which requires Unitholders to submit a notice of director nominations to the Directors prior to any annual or special meeting of Unitholders where Directors are to be elected and sets forth the information that a Unitholder must include in such notice. In the case of an annual meeting of Unitholders, notice to the Directors must be given not less than 30 nor more than 60 days prior to the date of the annual meeting provided, however, that in the event that the annual meeting is to be held on a date that is less than 50 days after the date on which the first public announcement of the date of the annual meeting was made, notice may be given no later than the close of business on the 10th day following such public announcement. In the case of a special meeting of Unitholders (which is not also an annual meeting), notice to the Directors must be given no later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting was made. The advanced notice period is intended to give the Directors and Unitholders sufficient time to consider any proposed nominees. A copy of the LP Agreement, which sets out Pure Multi-Family's Advance Notice Policy, may be viewed under Pure Multi-Family's profile on SEDAR at [www.sedar.com](http://www.sedar.com)

#### *Directors Nominated for Election*

All of the nominees are currently Directors. All nominees have established their eligibility and willingness to serve as Directors. The following tables set forth, for each Director, their municipality of residence, their current position(s) with Pure Multi-Family, the period of time they have served as a Director of the Governing GP, their meeting

attendance record, their principal occupation during the past five years, as well as their equity ownership, as at April 9, 2018.

**Fraser R. Berrill,**  
C.Dir, BA LLB  
Picton, Ontario, Canada

Mr. Berrill is the President of Fragin Holdings Limited (1981 to present), a private investment company principally involved in real estate income properties and development in Ontario, Texas and Arizona. He is the former President, Chief Executive Officer and director of Renasant Financial Partners Ltd., a financial services and technology trading organization. Mr. Berrill has served as a director of several public and private companies and has been on the board of Vicwest Inc. (formerly listed on the TSX) since 2009, and has acted as Board Chair from 2011 to June, 2015. Mr. Berrill has been a Trustee of Morguard REIT (TSX: MRT.UN) since 2010. In addition, he is a member of the Law Society of Upper Canada and holds a designation of Chartered Director from McMaster University. Mr. Berrill recently retired from the Board of Governors of the University of Windsor.

**Age:** 69

**Status:**  
Independent

**Joined Board:**  
March 6, 2015

**Areas of Expertise:**  
Financial literacy; Business leadership; Finance; Corporate Governance; Legal; Real estate.

#### Board & Committee Attendance During 2017

Board of Directors	Committee <sup>(1)</sup>			Total Attendance
	AC	NGC	CC	
	✓	✓	✓ <sup>(2)</sup>	
5/6	4/4	1/1	0/0	90.9%

#### Current Public Directorships

Morguard Real Estate Investment Trust (TSX: MRT.UN) May 17, 2011

#### Unit Ownership<sup>(3)</sup>

Class A Units (#)	Class B Units (#)	Total (#)	Total Value CDN(\$) <sup>(4)</sup>	Multiple of Base Retainer	Unit Ownership Requirement Met
19,000	-	19,000	\$176,700	3.9	✓

#### Voting Results of 2017 Annual Meeting<sup>(5)</sup>

	Votes For	Votes Withheld	Non-Vote	Total Votes Cast
<b>Number of Votes</b>	29,743,632	31,685	974,877	30,750,194
<b>Percentage of Votes</b>	96.73%	0.10%	3.17%	100%

(1) "AC" means Audit Committee, "NGC" means Nominating and Governance Committee and "CC" means Compensation Committee.

(2) Mr. Berrill was appointed as a member to the CC on May 25, 2017.

(3) The information as to Units beneficially owned or over which a Director exercises control or direction, not being within the knowledge of Pure Multi-Family, has been furnished by the respective Director.

(4) Total value is calculated using the closing unit price of CDN\$9.30 on the TSXV Exchange as at April 9, 2018.

(5) On a show of hands, Unitholders ratified the resolution to elect the nominees named in Pure Multi-Family's Information Circular dated April 10, 2017 as Directors for the ensuing year or until their successors are elected or appointed. Figures indicated represent proxies that were tabulated in respect of Pure Multi-Family's meeting of Unitholders held on May 25, 2017.

**Stephen J. Evans,**  
North Vancouver,  
British Columbia, Canada

Mr. Evans co-founded and is the Chief Executive Officer of Pure Multi-Family. As well, Mr. Evans co-founded Pure Industrial Real Estate Trust (“PIRET”) in 2007, served as its CEO until May 2015 and continues to act as a trustee. PIRET is a publicly-listed real estate investment trust (TSX: AAR.UN) established for the purposes of acquiring, owning and operating a diversified portfolio of income-producing industrial properties in leading markets throughout North America. Since 2007, PIRET has grown to be a dominant industrial REIT in Canada and is presently subject to a binding agreement to sell to Blackstone for \$3.8 Billion. He is also the Chief Operating Officer of and indirectly owns 50% of the shares in Sunstone Realty Advisors Inc. (“Sunstone Realty”). Since 2003, Sunstone Realty, and its predecessors, have raised over \$300 million in equity for its Sunstone series of funds (collectively, the “Sunstone Funds”). Sunstone Realty has participated in the negotiation, acquisition, redevelopment and asset management of over \$700 million in commercial, residential and office properties in Canada and the United States. Mr. Evans co-founded American Hotel Income Properties REIT LP (TSX: HOT.UN) in 2013 and serves as a Director. In addition, Mr. Evans is the acting Chief Financial Officer of REALnorth Opportunities Fund, an unincorporated, open-ended investment trust which indirectly invests in revenue producing real estate assets and development properties located in northern B.C. From June 2006 to May 2017, Mr. Evans was director of WesternOnc Inc. From September 2008 to December 2009, Mr. Evans was a director of IAT Air Cargo Facilities Income Fund and director of International Aviation Terminals Inc. Mr. Evans commenced as a director of Huntingdon Capital Corporation (formerly Huntingdon Real Estate Investment Trust) in January 2010 until September 2012. Mr. Evans is also a member of the Institute of Corporate Directors.

**Age:** 54

**Status:**

Non-Independent

**Joined Board:**

May 8, 2012

**Areas of Expertise:**

Financial literacy; Business leadership; Finance; Operations; Real estate.

**Board & Committee Attendance During 2017**

Board of Directors	Committee <sup>(1)</sup>			Total Attendance
	AC	NGC	CC	
	n/a	n/a	n/a	
6/6	-	-	-	100.0%

**Current Public Directorships<sup>(2)</sup>**

American Hotel Income Properties REIT LP (TSX: HOT.UN)	Oct 11, 2012
Pure Industrial Real Estate Trust (TSX: AAR.UN)	June 27, 2007

**Unit Ownership<sup>(3)</sup>**

Class A Units (#)	Class B Units (#)	Total (#)	Total Value CDN(\$) <sup>(6)</sup>	Multiple of Base Retainer	Unit Ownership Requirement Met
393,400 <sup>(4)</sup>	96,000 <sup>(5)</sup>	489,400	\$15,558,907	n/a	n/a

**Voting Results of 2017 Annual Meeting <sup>(7)</sup>**

	Votes For	Votes Withheld	Non-Vote	Total Votes Cast
<b>Number of Votes</b>	29,731,297	44,020	974,877	30,750,194
<b>Percentage of Votes</b>	96.69%	0.14%	3.17%	100%

(1) “AC” means Audit Committee, “NGC” means Nominating and Governance Committee and “CC” means Compensation Committee.

(2) In addition to the companies listed, Mr. Evans acts as a director or director of the general partner or trustee, as applicable, for the following reporting issuers: Sunstone Opportunity (2007) Realty Trust, Sunstone Opportunity (2007) Mortgage Fund, Sunstone Opportunity (2006) Debenture Fund, Sunstone Opportunity (2006) Realty Trust, Sunstone Opportunity Fund (2005) LP, SRAI Capital Corp. and REALnorth Opportunities Fund.

(3) The information as to Units beneficially owned or over which a Director exercises control or direction, not being within the knowledge of Pure Multi-Family, has been furnished by the respective Director.

(4) Includes Class A Units held by Triple E Investments Inc.

(5) Includes proportionate share of 200,000 Class B Units held by Pure Multifamily Management Limited Partnership, a British Columbia limited partnership whose limited partners include Triple E Investments Inc. See “Voting Units and Principal Holders Thereof”

(6) Total value is calculated using the closing unit price of CDN\$9.30 on the TSXV Exchange as at April 9, 2018.

(7) On a show of hands, Unitholders ratified the resolution to elect the nominees named in Pure Multi-Family’s Information Circular dated April 10, 2017 as Directors for the ensuing year or until their successors are elected or appointed. Figures indicated represent proxies that were tabulated in respect of Pure Multi-Family’s meeting of Unitholders held on May 25, 2017.

**Maurice Kagan,**

B.Com, CTA  
Toronto, Ontario, Canada

Mr. Kagan is currently President of Canal Group, a Residential and Commercial Property Holding Company (September 2013 to present). Mr. Kagan was previously Chief Executive Officer and owner of Sparkle Solutions Inc. (prior to January 1, 2013 to August 31, 2013) a route operator servicing over 13,000 laundry machines serving the multi residential housing industry in Ontario. In 2013, he sold Sparkle to Coinmach, a US based Laundry operator. In 1997, as CFO, he spearheaded the launch of Residential Equities REIT ("RESREIT"). In 2003, RESREIT was sold to Canadian Apartment Properties REIT. He is currently on the Board of Kew Media (TSX: KEW) and Cliffside Capital (TSV: CEW). His previous Board seats were InterRent REIT, and he was Chair of the Audit Committees of both Carfinco and Lonestar West. Prior to that he was the CFO of the Greenwin Group managing over 20,000 apartment units in Ontario. Mr. Kagan has a Bachelor of Commerce and a certificate in the Theory of Accountancy and qualified as a Chartered Accountant in South Africa in 1981.

**Age:** 62

**Status:**  
Independent

**Joined Board:**  
January 5, 2018

**Areas of Expertise:**  
Accounting, Financial literacy,  
Business leadership, Corporate  
Governance, Finance;  
Operations; Real estate.

**Board & Committee Attendance During 2017**

Board of Directors	Committee <sup>(1)</sup>			Total Attendance
	AC	NGC	CC	
	n/a	n/a	n/a	
n/a	n/a	n/a	n/a	n/a

**Current Public Directorships**

Kew Media Group Inc. (TSX: KFW)	Nov 3, 2015
Cliffside Capital Ltd. (TSV: CEW)	May 26, 2017

**Unit Ownership<sup>(2)</sup>**

Class A Units (#)	Class B Units (#)	Total (#)	Total Value CDN(\$) <sup>(3)</sup>	Multiple of Base Retainer	Unit Ownership Requirement Met
8,000	-	8,000	74,400	n/a	n/a

**Voting Results of 2017 Annual Meeting**

	Votes For	Votes Withheld	Non-Vote	Total Votes Cast
Number of Votes	n/a	n/a	n/a	n/a
Percentage of Votes	n/a	n/a	n/a	n/a

(1) "AC" means Audit Committee, "NGC" means Nominating and Governance Committee and "CC" means Compensation Committee.

(2) The information as to Units beneficially owned or over which a Director exercises control or direction, not being within the knowledge of Pure Multi-Family, has been furnished by the respective Director.

(3) Total value is calculated using the closing unit price of CDN\$9.30 on the TSXV Exchange as at April 9, 2018.

**Robert W. King,**

ICD.D  
Vancouver,  
British Columbia, Canada

Mr. King is the Chair of the Board of Pure Multi-Family. He is also presently the President of King Pacific Capital Corporation, and he has occupied this position since 1995, a private company specializing in real estate asset acquisition and real estate development focused in Western Canada. Mr. King is also a principal of Westbridge Finance Inc., a full-service commercial mortgage brokerage company. Mr. King is a trustee of PIRET (TSX: AAR.UN), Chairman of the Board of WesternOne Inc. (TSX: WEQ) and a director and the Chair of the Management and Investment Committee of Wall Financial Corporation (TSX: WFC), a real estate investment and development company. Mr. King is also a director of the general partner and/or corporate trustee of each of the limited partnerships and real estate investment trusts comprising the Sunstone Funds. Mr. King earned his MBA from Dalhousie University in 1992 and a Bachelor of Arts from the University of British Columbia in 1989. He graduated from the ICD-Rotman Directors Education Program in November of 2015 and received the ICD.D designation from the Institute of Corporate Directors in February 2016. Mr. King is also a member of the Institute of Corporate Directors.

**Age:** 51

**Status:**

Independent

**Joined Board:**

May 8, 2012

**Areas of Expertise:**

Financial literacy; Business leadership; Corporate Governance; Finance; Operations; Real estate.

**Board & Committee Attendance During 2017**

Board of Directors	Committee <sup>(1)</sup>			Total Attendance
	AC	NGC	CC	
	✓	✓	✓	
6/6	4/4	1/1	3/3	100.0%

**Current Public Directorships<sup>(2)</sup>**

Wall Financial Corporation (TSX: WFC)	March 9, 2005
Pure Industrial Real Estate Trust (TSX: AAR.UN)	June 27, 2007
WesternOne Inc. (TSX: WEQ)	June 14, 2006

**Unit Ownership<sup>(3)</sup>**

Class A Units (#)	Class B Units (#)	Total (#)	Total Value CDN(\$) <sup>(4)</sup>	Multiple of Base Retainer	Unit Ownership Requirement Met
45,000	-	45,000	\$418,500	9.3	✓

**Voting Results of 2017 Annual Meeting<sup>(5)</sup>**

	Votes For	Votes Withheld	Non-Vote	Total Votes Cast
Number of Votes	25,509,680	4,265,637	974,877	30,750,194
Percentage of Votes	82.96%	13.87%	3.17%	100%

- (1) "AC" means Audit Committee, "NGC" means Nominating and Governance Committee and "CC" means Compensation Committee.
- (2) In addition to the companies listed, Mr. King acts as a director or director of the general partner or trustee, as applicable, for the following reporting issuers: Sunstone Opportunity (2007) Realty Trust, Sunstone Opportunity (2007) Mortgage Fund, Sunstone Opportunity (2006) Debenture Fund, Sunstone Opportunity (2006) Realty Trust, Sunstone Opportunity Fund (2005) LP and SRAI Capital Corp.
- (3) The information as to Units beneficially owned or over which a Director exercises control or direction, not being within the knowledge of Pure Multi-Family, has been furnished by the respective Director.
- (4) Total value is calculated using the closing unit price of CDN\$9.30 on the TSXV Exchange as at April 9, 2018.
- (5) On a show of hands, Unitholders ratified the resolution to elect the nominees named in Pure Multi-Family's Information Circular dated April 10, 2017 as Directors for the ensuing year or until their successors are elected or appointed. Figures indicated represent proxies that were tabulated in respect of Pure Multi-Family's meeting of Unitholders held on May 25, 2017.

**John C. O'Neill**

West Vancouver,  
British Columbia, Canada

Mr. O'Neill is President and Chief Executive Officer of O'Neill Hotels & Resorts Ltd. presently and for more than the previous five years. O'Neill Hotels & Resorts Ltd. are operators of 119 hotels across Canada and the United States. Mr. O'Neill was a co-founder of American Hotel Income Properties REIT LP (TSX: HOT.UN) in 2013 and of Canadian Hotel Income Properties REIT ("CHIP REIT") in 1997 and served on CHIP REIT's Board of Trustees from 1999 to 2002. Mr. O'Neill is President of SunOne Developments Inc.; a member of the Board of Trustees for the Fraser Institute; a former Director of the Minister's Council on Tourism on behalf of B.C.'s Ministry of Jobs, Tourism and Innovation; and also Chair of the Collingwood School Foundation, serving a school on whose Board of Governors he used to sit. He is a past Member of the Faculty Advisory Board of the UBC Sauder School of Business, a former Member of the Tourism Whistler Board of Directors, a former BC Chapter Chair of Young President's Organization, and a former Member of the Owners' Advisory Council of Starwood Hotels & Resorts.

**Age:** 55

**Status:**  
Independent

**Joined Board:**  
October 10, 2013

**Areas of Expertise:**  
Financial literacy; Business leadership; Operations; Finance; Real estate.

**Board & Committee Attendance During 2017**

Board of Directors	Committee <sup>(1)</sup>			Total Attendance
	AC	NGC	CC	
	n/a	✓	✓	
6/6	-	0/1	3/3	90.0%

**Current Public Directorships**

n/a

**Unit Ownership<sup>(2)</sup>**

Class A Units (#)	Class B Units (#)	Total (#)	Total Value CDN(\$) <sup>(3)</sup>	Multiple of Base Retainer	Unit Ownership Requirement Met
33,300	-	33,300	\$309,690	6.9	✓

**Voting Results of 2017 Annual Meeting<sup>(4)</sup>**

	Votes For	Votes Withheld	Non-Vote	Total Votes Cast
<b>Number of Votes</b>	25,762,462	4,012,855	974,877	30,750,194
<b>Percentage of Votes</b>	83.78%	13.05%	3.17%	100%

(1) "AC" means Audit Committee, "NGC" means Nominating and Governance Committee and "CC" means Compensation Committee.

(2) The information as to Units beneficially owned or over which a Director exercises control or direction, not being within the knowledge of Pure Multi-Family, has been furnished by the respective Director.

(3) Total value is calculated using the closing unit price of CDN\$9.30 on the TSXV Exchange as at April 9, 2018.

(4) On a show of hands, Unitholders ratified the resolution to elect the nominees named in Pure Multi-Family's Information Circular dated April 10, 2017 as Directors for the ensuing year or until their successors are elected or appointed. Figures indicated represent proxies that were tabulated in respect of Pure Multi-Family's meeting of Unitholders held on May 25, 2017.

**James L. Redekop**

Abbotsford,  
British Columbia, Canada

Since leaving the single-family home construction industry in 1986, Mr. Redekop has been involved in multi-family housing and commercial construction and real estate development in British Columbia, primarily through special-purpose private companies held through Redekop Development Corp., Mr. Redekop's development company, which he is currently president of and has been since March 2004. His primary focus has been with residential wood-frame condominium and townhouse projects. Over the past 28 years, he has acted as general contractor or project manager on numerous multi-family developments. More recently, Mr. Redekop has become involved in commercial greenhouse vegetable production as a principal of Sunselect Produce Delta LLP and its sister company, Proselect Gas Treating Inc. Mr. Redekop is also a director of the general partner and/or corporate trustee of each of the limited partnerships and real estate investment trusts comprising the Sunstone Funds.

**Age:** 57

**Status:**  
Independent

**Joined Board:**  
May 8, 2012

**Areas of Expertise:**  
Business leadership; Finance;  
Operations; Real estate.

**Board & Committee Attendance During 2017**

Board of Directors	Committee <sup>(1)</sup>			Total Attendance
	AC	NGC	CC	
	n/a	n/a	✓	
6/6	-	-	3/3	100.0%

**Current Public Directorships<sup>(2)</sup>**

n/a

**Unit Ownership<sup>(3)</sup>**

Class A Units (#)	Class B Units (#)	Total (#)	Total Value CDN(\$) <sup>(4)</sup>	Multiple of Base Retainer	Unit Ownership Requirement Met
85,000	-	85,000	\$790,500	17.6	✓

**Voting Results of 2017 Annual Meeting <sup>(5)</sup>**

	Votes For	Votes Withheld	Non-Vote	Total Votes Cast
<b>Number of Votes</b>	25,795,362	3,979,955	974,877	30,750,194
<b>Percentage of Votes</b>	83.89%	12.94%	3.17%	100%

(1) "AC" means Audit Committee, "NGC" means Nominating and Governance Committee and "CC" means Compensation Committee.

(2) Mr. Redekop acts as a director or trustee of the general partner or trustee, as applicable, for the following reporting issuers: Sunstone Opportunity Fund (2004) LP, Sunstone Opportunity (2007) Realty Trust, Sunstone Opportunity (2007) Mortgage Fund, Sunstone Opportunity (2006) Debenture Fund, Sunstone Opportunity (2006) Realty Trust, Sunstone Opportunity Fund (2005) LP and SRAI Capital Corp.

(3) The information as to Units beneficially owned or over which a Director exercises control or direction, not being within the knowledge of Pure Multi-Family, has been furnished by the respective Director.

(4) Total value is calculated using the closing unit price of CDN\$9.30 on the TSXV Exchange as at April 9, 2018.

(5) On a show of hands, Unitholders ratified the resolution to elect the nominees named in Pure Multi-Family's Information Circular dated April 10, 2017 as Directors for the ensuing year or until their successors are elected or appointed. Figures indicated represent proxies that were tabulated in respect of Pure Multi-Family's meeting of Unitholders held on May 25, 2017.



**Sherry D. Tryssenaar,**  
CPA, CMA  
Vancouver, British Columbia,  
Canada

Ms. Tryssenaar is currently the Chief Financial Officer of Ten Peaks Coffee Company (TSX: TPK) (January 2011 to present), and of Ten Peak's subsidiary, Swiss Water Decaffeinated Coffee Company (March 2009 to present). As the CFO, Ms. Tryssenaar is responsible for corporate finance, accounting and financial reporting, compliance and risk management, information systems and investor relations. Previously, she was Chief Financial Officer, Vice President, Finance and Administration and a director of QuestAir Technologies (TSX: QAR). Earlier in her career, Ms. Tryssenaar was Director of Corporate Finance with RBC Technology Ventures, and Vice President, Investments of Quorum Funding, a venture capital firm. Ms. Tryssenaar has served on the boards of directors of various companies and not-for-profit organizations. Currently, she is a director of Unit Electrical Engineering, a privately held company. Ms. Tryssenaar is a Chartered Professional Accountant. In addition, she holds a Bachelor of Business Administration (first class honours) from Simon Fraser University, and a M.Sc. (Econ) in International Relations from the London School of Economics, which she attended as a Commonwealth Scholar. In 2011, Sherry was named the BC CFO of the Year in the small public company category by Business in Vancouver. She was also recognized as a Top 40 Under 40 by Business in Vancouver in 2007.

**Age:** 48

**Status:**  
Independent

**Joined Board:**  
April 10, 2017

**Areas of Expertise:**  
Accounting; Financial Literacy;  
Business Leadership; Corporate  
Governance; Finance;  
Operations.

#### Board & Committee Attendance During 2017

Board of Directors <sup>(2)</sup>	Committee <sup>(1)</sup>			Total Attendance
	AC <sup>(3)</sup>	NGC	CC	
	✓	n/a	n/a	
5/5	2/2	-	-	100.0%

#### Current Public Directorships

n/a

#### Unit Ownership <sup>(4)</sup>

Class A Units (#)	Class B Units (#)	Total (#)	Total Value CDN(\$) <sup>(5)</sup>	Multiple of Base Retainer	Unit Ownership Requirement Met
12,000	-	12,000	\$111,600	2.5	n/a

#### Voting Results of 2017 Annual Meeting <sup>(6)</sup>

	Votes For	Votes Withheld	Non-Vote	Total Votes Cast
Number of Votes	29,752,488	22,829	974,877	30,750,194
Percentage of Votes	96.76%	0.07%	3.17	100%

(1) "AC" means Audit Committee, "NGC" means Nominating and Governance Committee and "CC" means Compensation Committee.

(2) Ms. Tryssenaar was appointed as a member to the Board of Directors on April 10, 2017.

(3) Ms. Tryssenaar was appointed as a member to the AC on May 25, 2017.

(4) The information as to Units beneficially owned or over which a Director exercises control or direction, not being within the knowledge of Pure Multi-Family, has been furnished by the respective Director.

(5) Total value is calculated using the closing unit price of CDN\$9.30 on the TSXV Exchange as at April 9, 2018.

(6) On a show of hands, Unitholders ratified the resolution to elect the nominees named in Pure Multi-Family's Information Circular dated April 10, 2017 as Directors for the ensuing year or until their successors are elected or appointed. Figures indicated represent proxies that were tabulated in respect of Pure Multi-Family's meeting of Unitholders held on May 25, 2017.

#### Cease Trade Orders

No proposed Director is, or within the ten (10) years before the date of this Information Circular has been, a director, chief executive officer or chief financial officer of any company that:

- (a) was subject to an order that was issued while the proposed Director was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) was subject to an order that was issued after the proposed Director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

For purposes of (a) and (b) above, the term "order" means: (i) a cease trade order; (ii) an order similar to a cease trade order; or (iii) an order that denied the relevant company access to any extension under securities legislation, that was in effect for a period of more than 30 consecutive days.

*Bankruptcies*

No proposed Director is, or within ten (10) years before the date of this Information Circular, has been a director or an executive officer of any company that, while the person was acting in that capacity, or within a year of that person ceasing to act in the capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or directors appointed to hold its assets or made a proposal under any legislation relating to bankruptcies or insolvency.

No proposed Director has, within ten (10) years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or directors appointed to hold the assets of the proposed Director.

No proposed Director has been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable Unitholder in deciding whether to vote for a proposed Director.

**Unless such authority is withheld, the person named in the accompanying Form of Proxy or voting instruction form intend to vote for the election, as Director, of the persons whose names are set forth above and identified in the accompanying Form of Proxy.**

**Management recommends that the Unitholders vote FOR the election, as Directors, of each of the persons whose names are set forth above and identified in the accompanying Form of Proxy.**

#### **4. APPOINTMENT OF AUDITORS**

At the Meeting, the Unitholders will be called upon to appoint KPMG LLP, Chartered Accountants, as auditor of Pure Multi-Family, to hold office until the next annual meeting of Pure Multi-Family, at a remuneration to be fixed by the Directors. KPMG LLP has acted as the auditor of Pure Multi-Family since its formation on May 8, 2012.

**Unless such authority is withheld, the persons named in the accompanying Form of Proxy or voting instruction form intend to vote for the appointment of KPMG LLP, Chartered Accountants, as auditors of Pure Multi-Family, to hold office until the next annual meeting of Pure Multi-Family, at a remuneration to be fixed by the Directors.**

**Management recommends that the Unitholders vote FOR the appointment of KPMG LLP as auditors of Pure Multi-Family, at a remuneration to be fixed by the Directors.**

#### **5. APPROVAL OF AMENDMENTS TO THE LIMITED PARTNERSHIP AGREEMENT REGARDING THE REMOVAL OF THE MANAGING GP**

*General*

The amendment relates to the removal of the Managing GP, as a general partner of Pure Multi-Family, from the LP Agreement. Pure Multi-Family was initially constituted with two general partners, the Governing GP and the Managing GP. Pursuant to the terms of the Asset Management Agreement (the "Asset Management Agreement") dated May 8, 2012 between the Managing GP and Pure Multi-Family, the Managing GP was engaged to provide advisory, asset management, reporting and administrative services to Pure Multi-Family at no cost. Pursuant to the LP Agreement, the Managing GP was granted the full power and authority to administer, manage and control the matters

enumerated in the Asset Management Agreement until the termination of the Asset Management Agreement. Further, pursuant to the LP Agreement, the Managing GP shall be removed as the managing general partner of Pure Multi-Family upon the termination of the Asset Management Agreement.

Effective September 1, 2016, the Asset Management Agreement was terminated and management was internalized. As a result, the Managing GP no longer has the power, authority or responsibility to manage or control any matters related to Pure Multi-Family and no ongoing role as a general partner.

The Governing GP and Managing GP have agreed that it would be in order to remove the Managing GP as a general partner of Pure Multi-Family.

#### *Proposed Amendments*

The proposed amendments to the LP Agreement include:

1. the removal of the Managing GP and re-designating the Governing GP as the "General Partner";
2. the removal of provisions relating to the Asset Management Agreement, Initial Period (as defined in the LP Agreement), Market Capitalization (as defined in the LP Agreement) and Target Distribution Determination Event (as defined in the LP Agreement), all of which are no longer applicable; and
3. specifying the Specified Ratio (as defined in the LP Agreement) to be 13.329175.

The above is a brief summary of the proposed amendment in respect of the removal of the Managing GP as a general partner of Pure Multi-Family. The amendment also includes certain clean-up related changes of a housekeeping nature. Reference should be made, and consideration given, to the proposed amendments to the LP Agreement attached as Appendix C to this Information Circular.

The Directors have unanimously approved, subject to Unitholder approval, the amendment to the LP Agreement in respect of the removal of the Managing GP as a general partner of Pure Multi-Family. Accordingly, at the Meeting, Unitholders will be asked to consider and, if thought fit, pass an ordinary resolution of Unitholders, subject to such amendments, variations or additions as may be approved at the Meeting, in the following form:

BE IT RESOLVED THAT:

1. the amendment to Pure Multi-Family REIT LP's ("Pure Multi-Family") Limited Partnership Agreement dated May 8, 2012, as amended and restated May 28, 2015 and as amended August 21, 2015 (as so amended and restated, the "LP Agreement"), in respect of the removal of the Managing GP as a general partner of Pure Multi-Family, substantially as described in Pure Multi-Family REIT LP's Management Information Circular dated April 9, 2018 (the "Information Circular"), and as reflected in the proposed amendments to the LP Agreement included as Appendix C to the Information Circular, and any additional or alternative amendments to the LP Agreement that the directors (the "Directors") of Pure Multi-Family REIT (GP) Inc. (the "Governing GP") determine to be necessary or desirable from time to time and effecting the substance of such changes, be and are hereby authorized and approved;
2. the Governing GP is hereby authorized and directed to execute the LP Agreement reflecting the changes and amendments set forth in paragraph 1 of this resolution;
3. notwithstanding that the present resolution has been adopted by the Unitholders of Pure Multi-Family, the Directors shall not be obligated to proceed with the amendments to the LP Agreement set forth in paragraph 1 of this resolution and are hereby authorized and empowered, without further notice to or approval of the Unitholders, to abandon, at any time and in the sole discretion of the Directors, any of the amendments to the LP Agreement contemplated therein; and

4. any Director or officer of the Governing GP is hereby authorized and empowered on behalf of Pure Multi-Family to do and perform all acts and things, including the execution of documents, necessary or desirable to give effect to the foregoing resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such document or instrument, and the taking of any such action.

Pursuant to the LP Agreement, in order for the foregoing special resolution to be passed, it must be approved by at least a majority of the votes cast by Unitholders who vote in person or by proxy at the Meeting. **Unless contrary instructions are indicated on the Form of Proxy or the voting instruction form, the person named in the accompanying Form of Proxy or voting instruction form intend to vote for the approval of the amendments to the LP Agreement described above.**

**Management recommends that the Unitholders vote FOR the foregoing resolution**

#### **6. APPROVAL OF AMENDMENTS TO THE LIMITED PARTNERSHIP AGREEMENT REGARDING THE REMOVAL OF CERTAIN RESTRICTIONS RELATING TO THE CLASS B UNITS**

##### *General*

On April 3, 2018, Electra America (“Electra”) announced that it had extended its offer, previously submitted to the Board on March 26, 2018, to acquire 100% of the outstanding Class A Units of Pure Multi-Family for an all-cash price per Class A Unit of US\$7.59 (equivalent to CDN\$9.79 based on the then current exchange rate). Electra previously offered to acquire all of the outstanding Class A Units of Pure Multi-Family for an all-cash price on December 12, 2017.

On April 5, 2018, Pure Multi-Family announced that it had communicated with Electra since its initial proposal and that the Board, on the recommendation of the special committee of independent Directors (the “Special Committee”) after receiving advice from its financial and legal advisors, determined that it was in the best interest of Unitholders to reject the proposals. Further, Pure Multi-Family announced that the Board, as part of its review of strategic options, initiated a formal process to explore the potential sale of Pure Multi-Family, which process will be overseen by the Special Committee. In making its determination, the Board concluded that: (i) the Electra proposals do not fully value Pure Multi-Family’s highly attractive portfolio, (ii) many other highly credible parties are capable of paying a higher value than the Electra proposals, and (iii) Electra’s proposals were highly conditional and required a 30-day exclusivity period. For additional information, see Pure Multi-Family’s news release dated April 5, 2018, which is incorporated by reference herein, and available on SEDAR at [www.sedar.com](http://www.sedar.com).

In connection with the foregoing, amendments are being proposed to the LP Agreement in respect of the removal of certain restrictions relating to the Class B Units. The first amendment is to limit the number of Class B Units which may be issued to the 200,000 Class B Units which are currently outstanding.

The second amendment relates to the current restriction on the sale of Class A Units received by the Managing GP upon the re-designation of the Class B Units. Upon the occurrence of the Determination Event on August 15, 2016, the number of Class A Units into which the Class B Units may be re-designated was fixed at 2,665,835 Class A Units. Pursuant to the LP Agreement, the Managing GP must not dispose of more than one-third of any Class A Units received by it upon the re-designation of the Class B Units in any consecutive twelve-month period ending after the earlier of: (i) the date a Determination Event occurs (being August 15, 2016); and (ii) the date upon which the Class B Units are re-designated into Class A Units.

The third amendment relates to the restriction on the Managing GP transferring, assigning, mortgaging, pledging or otherwise disposing of the Class B Units held by it and requiring that the Class B Units be re-designated in whole. These restrictions were in addition to the lock-up provision referred to above.

The amendments would permit the holder of the Class B Units to sell, offer, assign, tender, pledge or “lock-up”, as applicable, their Class B Units to a transaction or series of transactions (whether by sale, merger, amalgamation, consolidation, reorganization, plan of arrangement or otherwise) that the Board approves and/or recommends that

Unitholders accept, approve or adopt. For these reasons, the Directors believe that Pure Multi-Family and the Unitholders would benefit from the removal of the foregoing restrictions on the Class B Units.

*Proposed Amendments*

The proposed amendments to the LP Agreement include:

1. the removal of the requirement that the Class B Units be re-designated in whole;
2. limiting the number of Class B Units to 200,000 Class B Units such that no further Class B Units may be issued;
3. the removal of the lock-up provisions regarding the Class A Units received by the Managing GP upon the re-designation of the Class B Units; and
4. the removal of the assignment restriction applicable to the Class B Units.

The above is a brief summary of the proposed amendments in respect of the removal of certain restrictions relating to the Class B Units. Reference should be made, and consideration given, to the proposed amendments to the LP Agreement attached as Appendix D to this Information Circular.

The Directors have unanimously approved, subject to Unitholder approval, the amendment to the LP Agreement in respect of the removal of certain restrictions relating to the Class B Units. Accordingly, at the Meeting, Unitholders will be asked to consider and, if thought fit, pass a special resolution of Unitholders, subject to such amendments, variations or additions as may be approved at the Meeting, in the following form:

BE IT RESOLVED THAT:

1. the amendment to Pure Multi-Family REIT LP's ("Pure Multi-Family") Limited Partnership Agreement dated May 8, 2012, as amended and restated May 28, 2015 and as amended August 21, 2015 (as so amended and restated, the "LP Agreement"), in respect of the removal of certain restrictions relating to the Class B Units, substantially as described in Pure Multi-Family REIT LP's Management Information Circular dated April 9, 2018 (the "Information Circular"), and as reflected in the proposed amendments to the LP Agreement included as Appendix D to the Information Circular, and any additional or alternative amendments to the LP Agreement that the directors (the "Directors") of Pure Multi-Family REIT (GP) Inc. (the "Governing GP") determine to be necessary or desirable from time to time and effecting the substance of such changes, be and are hereby authorized and approved;
2. the Governing GP is hereby authorized and directed to execute the LP Agreement reflecting the changes and amendments set forth in paragraph 1 of this resolution;
3. notwithstanding that the present resolution has been adopted by the Unitholders of Pure Multi-Family, the Directors shall not be obligated to proceed with the amendments to the LP Agreement set forth in paragraph 1 of this resolution and are hereby authorized and empowered, without further notice to or approval of the Unitholders, to abandon, at any time and in the sole discretion of the Directors, any of the amendments to the LP Agreement contemplated therein; and
4. any Director or officer of the Governing GP is hereby authorized and empowered on behalf of Pure Multi-Family to do and perform all acts and things, including the execution of documents, necessary or desirable to give effect to the foregoing resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such document or instrument, and the taking of any such action.

Pursuant to the LP Agreement, in order for the foregoing special resolution to be passed, it must be approved by at least 75% of the votes cast by Unitholders who vote in person or by proxy at the Meeting. **Unless contrary instructions are indicated on the Form of Proxy or the voting instruction form, the person named in the**

**accompanying Form of Proxy or voting instruction form intend to vote for the approval of the amendments to the LP Agreement described above.**

**Management recommends that the Unitholders vote FOR the foregoing resolution.**

## **7. APPROVAL OF AMENDMENTS TO THE RESTRICTED UNIT PLAN**

On May 21, 2014, the Unitholders approved the adoption of the Restricted Unit Plan, for the purposes of supporting the achievement of Pure Multi-Family's performance objectives; ensuring that the interests of Directors, key management and key employees are aligned with the success of Pure Multi-Family; providing incentive bonus compensation to Directors, key management and key employees; and attracting, retaining and motivating Directors, key management and key employees critical to the long-term success of Pure Multi-Family. Pure Multi-Family proposes to amend and restate the Restricted Unit Plan (the "Amended Plan") to incorporate certain recommendations from the Compensation Committee. The following is a summary of the principal terms of the Amended Plan:

- (a) Restricted Units may be granted to directors, officers, employees, partners and consultants of Pure Multi-Family and its affiliates and subsidiaries as are designated by the Governing GP, and, for clarity, include the Governing GP and the Managing GP;
- (b) each Restricted Unit will give the participant the right to receive, upon vesting, an amount equal to the fair market value of the units on the payment date, either by way of: (i) a cash payment; (ii) by Pure Multi-Family acquiring Units in the open market and distributing them to the participant; (iii) by Pure Multi-Family issuing Units from treasury to the participant; or (iv) by a combination of the foregoing, at Pure Multi-Family's option. As distributions are paid on Units, additional Restricted Units, referred to as Distribution Restricted Units, will be credited to the participants in an amount determined by dividing the dollar amount of the distributions payable by the fair market value per Unit on the date of the distribution;
- (c) the number of Restricted Units granted to a participant may be increased by a "performance factor" established by the Directors at the time of grant. The number of a Restricted Units and Distribution Restricted Units which vest shall be the number of Restricted Units and Distribution Restricted Units credited to the participant's account during the vesting period multiplied by a performance factor, if any, determined by the Directors from time to time and set out in the grant agreement. Subject to the terms of the respective grant agreement, the maximum performance factor will not exceed 200%;
- (d) the number of Units reserved at any time for issuance under the Amended Plan may not exceed 2,000,000 Units, representing 2.61% of the outstanding Class A Units as of the date hereof;
- (e) the number of Units reserved for issuance to any one person under the Amended Plan may not exceed 1% of the aggregate issued and outstanding Units;
- (f) the number of Units issuable to non-employee Directors under the Amended Plan, or when combined with all of Pure Multi-Family's other security based compensation arrangements, will not exceed an annual equity award value of \$150,000 per non-employee Director;
- (g) the number of Units: (i) issued to insiders within any one year period, and (ii) issuable to insiders at any time, under the Amended Plan, or when combined with all of Pure Multi-Family's other security based compensation arrangements, will not exceed 10% of the issued and outstanding Units, respectively;
- (h) the value attributed to each redeemed Restricted Unit and/or Distribution Restriction Unit is equal to the volume weighted average price of the Units on the principal Canadian stock exchange on which the Units are traded for the 20 trading days immediately preceding the redemption date. If the Units are not listed on the TSX Venture Exchange, the fair market value shall be the value established by

the Compensation Committee based on the price per Unit on any other public exchange on which the Units are listed, or if the Units are not listed on any public exchange, by the Compensation Committee acting in good faith;

- (i) unless otherwise determined by the Directors, Restricted Units will vest and become available for redemption on the third anniversary of their being granted, or on a change of control event in certain circumstances, and vested Restricted Units and/or Distribution Restricted Units must be redeemed not later than December 31 in the year of vesting;
- (j) if a participant's employment with the Governing GP, Pure Multi-Family or any their affiliates or subsidiaries (in any case, a "Participating Entity"), as the case may be, is terminated or is alleged to have been terminated for cause (as defined in the Amended Plan), or in the event of the resignation of a participant from a Participating Entity, any Restricted Units granted to such participant (and associated Distribution Restricted Units) which have not yet vested, and, if applicable, for which any performance factor conditions have not been satisfied, as at the date of such termination or resignation (referred to in this clause (i) as the "termination date"), shall terminate and be of no further force or effect from after the termination date, and, if applicable, shall be deemed to have not been satisfied, respectively, and any vested Restricted Units of such participant or participants shall be deemed to have been redeemed without any performance factor adjustment, if applicable;
- (k) in the event of the retirement from a Participating Entity, the disability of a participant or the termination without cause from a Participating Entity (or where a participant ceases to be a consultant or a Director) (referred to in this clause (j) as a "terminating event"), any Restricted Units (and associated Distribution Restricted Units) which have not yet vested, and, if applicable, for which any performance factor conditions have not been satisfied, as at the date of the terminating event, shall, on a prorated basis from the grant date to the date of the terminating event, immediately vest, and, if applicable, be deemed to have been satisfied at the actual level of performance, respectively;
- (l) upon the death of a participant, any Restricted Units (and associated Distribution Restricted Units) which have not yet vested, and, if applicable, for which any performance factor conditions have not been satisfied, as at the date of death, shall immediately vest, and, if applicable, be deemed to have been satisfied at the target level of performance, respectively;
- (m) on the occurrence of a change of control event (as defined in the Amended Plan) or proposed change of control event, the Directors may, in their discretion, do any of the following: (i) in a fair and equitable manner, determine the manner in which any Restricted Units granted to a participant hereunder (and any associated Distribution Restricted Units) which have not yet vested, and, if applicable, for which any performance factor conditions have not been satisfied, will be treated, (ii) the Directors, or any person which is or would be the successor to Pure Multi-Family or which may issue securities in exchange for Units upon the change of control event becoming effective, may offer any participant a new or replacement security (referred to as a "Replacement Restricted Unit") into which the Units are changed or are convertible or exchangeable, on a basis proportionate to any cash or Units to which a participant is entitled with respect to a previous grant of Restricted Units under the Amended Plan (and any associated Distribution Restricted Units) which have not yet vested (and otherwise substantially upon the terms of the grant of Restricted Units being replaced, including any performance factor conditions, or upon terms no less favourable to the participant), (iii) if, for any reason, the Directors are not able to offer to a participant Replacement Restricted Units on a basis proportionate to any cash or Units to which such participant is entitled with respect to a previous grant of Restricted Units hereunder (and any associated Distribution Restricted Units) which have not yet vested (and otherwise substantially upon the terms of the grant of Restricted Units being replaced, including any performance factor conditions, or upon terms no less favourable to the participant) upon a Change of Control Event becoming effective, all Restricted Units granted to such Participant under the Amended Plan and (any associated Distribution Restricted Units) which have not yet vested shall immediately vest, and (iv) if a participant's employment is terminated for any reason other than for cause (as defined in the Amended Plan) or the participant resigns for good

reason (as defined in the Amended Plan) within 12 months after the occurrence of a change of control event, all Restricted Units granted to such participant and any associated Distribution Restricted Units, including any Replacement Restricted Units issued to replace such Restricted Units (and associated Distribution Restricted Units), which have not yet vested, and, if applicable, for which any performance factor conditions have not been satisfied, as at the date of such termination or resignation, shall immediately vest and shall be available for redemption by the participant, and, if applicable, shall be deemed to have been satisfied at the target level of performance, respectively;

- (n) any payments under the Amended Plan to Governing GP's chief executive officer and/or chief financial officer (referred to in this clause as an "Executive") during the 12 month period after the filing of Pure Multi-Family's financial statements in respect of a redeemed vested Restricted Units (and associated Distribution Restricted Units) based on the satisfaction of a performance factor condition under the Amended Plan, and any profits realized by the Executive from the sale of securities of Pure Multi-Family issued to such Executive under the Amended Plan during such period, shall be subject to the provision that the Directors may, in their discretion, require the Executive to reimburse Pure Multi-Family for all or a portion of such payment and/or profits, as applicable, in situations where: (i) the portion of such payment or profits in respect of the performance factor received by the Executive was calculated based upon, or contingent on, the achievement of certain financial results that were subsequently the subject of or affected by a restatement of all or a portion of Pure Multi-Family's financial statements, (ii) the Executive engaged in gross negligence, intentional misconduct or fraud that caused or partially caused the need for the restatement, and (iii) the portion of such payment or profits in respect of the performance factor payment received by the Executive would have been lower had Pure Multi-Family's financial results been properly reported;
- (o) the Directors will not require Unitholder approval to suspend, amend or terminate the Amended Plan, Restricted Units or Distribution Restricted Units, for, without limitation, the following: (i) to extend or restrict eligibility for participation in the Amended Plan, (ii) any amendment of a grammatical or typographical nature, (iii) any amendment to vesting provisions of a Restricted Unit or an associated Distribution Restricted Unit or the Amended Plan, and (iv) any amendment to the termination provisions of a Restricted Unit or an associated Distribution Restricted Unit or the Amended Plan which does not entail an extension beyond the expiry date; and
- (p) notwithstanding the provisions contained in the Amended Plan, Unitholder approval will be required for: (i) an extension of the term, under the Amended Plan benefiting an insider, (ii) any amendment to remove or to exceed the grant limits to insiders as set out above, (iii) an increase to the maximum number of securities issuable (except as permitted pursuant to the adjustment provision of the Amended Plan and except for the purpose of complying with applicable securities laws or the LP Agreement, rules and regulations of any regulatory authority to which Pure Multi-Family is subject, and amendments to any amending provision within the Amended Plan.

For clauses (o)(i)–(iii) above, the votes of securities held directly or indirectly by insiders benefiting directly or indirectly from the amendment must be excluded. For clauses (o)(iii)–(iv), the votes of securities held directly or indirectly by insiders entitled to receive a benefit directly or indirectly under the arrangement must be excluded. In addition to the above exclusions, for clause (o)(iv), where the amendment will disproportionately benefit one or more insiders over other participants under the Amended Plan, the votes of securities held directly or indirectly by those insiders receiving the disproportionate benefit must be excluded. The Amended Plan provides that other terms and conditions may be attached to a particular grant of Restricted Unit, such terms and conditions to be set out in the applicable grant agreement.

The above is a brief summary of the proposed amendments to the Restricted Unit Plan. Reference should be made, and consideration given, to the full text of the proposed amended and restated Restricted Unit Plan, attached as Appendix E to this Information Circular.



The Directors have unanimously approved, subject to regulatory and Unitholder approval, the Amended Plan. Accordingly, at the Meeting, Unitholders will be asked to consider and, if thought fit, pass an ordinary resolution of Unitholders in the following form:

BE IT RESOLVED THAT:

1. the amendment to Pure Multi-Family REIT LP's ("Pure Multi-Family") Restricted Unit Plan, substantially as described in Pure Multi-Family REIT LP's Management Information Circular dated April 9, 2018 (the "Information Circular"), as reflected in the Amended and Restated Restricted Unit Plan included as Appendix E to the Information Circular, and any additional or alternative amendments to the Restricted Unit Plan as the directors (the "Directors") of Pure Multi-Family REIT (GP) Inc. determine to be necessary or desirable from time to time and effecting the substance of such changes, subject to any modifications by the TSX Venture Exchange or other applicable regulatory authorities, be and are hereby authorized and approved; and
2. any Director or officer of the Governing GP is hereby authorized and empowered on behalf of Pure Multi-Family to do and perform all acts and things, including the execution of documents, necessary or desirable to give effect to the foregoing resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such document or instrument, and the taking of any such action.

In order for the foregoing resolution to be passed, it must be approved by a majority of the aggregate votes cast by Unitholders who vote in person or by proxy at the Meeting. **Unless contrary instructions are indicated on the Form of Proxy or the voting instruction form, the person named in the accompanying Form of Proxy or voting instruction form intend to vote for the approval of the Amended Plan.**

**Management recommends that the Unitholders vote FOR the foregoing resolution.**

#### **INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON**

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No person or company who is, or at any time during the fiscal year ended December 31, 2017 was, a Director or executive officer of Pure Multi-Family, a proposed management nominee for election as a Director, or an associate or affiliate of any such Director, executive officer or proposed nominee, has any material interest, direct or indirect, by way of beneficial ownership or otherwise, in matters to be acted upon at the Meeting except as otherwise disclosed herein.

#### **STATEMENT OF GOVERNANCE PRACTICES**

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The following describes Pure Multi-Family's governance practices with reference to National Policy 58-201 – *Corporate Governance Guidelines* and National Instrument 58-101 – *Disclosure of Corporate Governance Practices*. The following disclosure of Pure Multi-Family's approach to governance outlines the various procedures, policies and practices that Pure Multi-Family and the Board of Directors (the "Board") of the Governing GP have implemented to address the foregoing requirements and to ensure appropriate governance practices.

### Board and Committee Meetings – 2017

The following table summarizes the number of Board and committee meetings held for the year ended December 31, 2017:

Board of Directors/Committee	2017 Meetings (#)
Board of Directors	6
Audit Committee	4
Nominating and Governance Committee	1
Compensation Committee	3

#### *In Camera Sessions*

As noted below under the heading “Statement of Governance Practices – Terms of Reference for the Directors”, at each meeting, the independent Directors meet on an *in camera* basis without members of management being present. The Chair, who is an independent Director, chairs the meeting and ensures that all Directors have an opportunity to comment and provide their input.

### Composition of the Board of Directors and Independence

The Board is currently composed of eight Directors and the number of Directors nominated for election at the Meeting is seven. Mr. Speakman will not be standing for re-election at the meeting. The Board has determined that six of the seven Directors who are standing for election at the Meeting are “independent” as such term is defined in National Instrument 52-110 – *Audit Committees* (“NI 52-110”). The independent Directors who are standing for re-election or election are Messrs. King, Redekop, O’Neill, Berrill and Kagan and Ms. Tryssenaar. Mr. Evans is not independent as he is the Chief Executive Officer of Pure Multi-Family. As six of the seven Directors are independent Directors, Pure Multi-Family complies with the Terms of Reference for the Directors which stipulates that the Board should have a majority of independent Directors. Consistent with corporate governance principles, no non-independent Director is a member the Nominating and Governance Committee or Compensation Committee.

Each of the Directors has demonstrated skills in one or more of the following areas:

- accounting;
- financial literacy;
- business leadership;
- corporate governance;
- finance;
- legal;
- operations; and
- real estate.

	Accounting	Financial Literacy	Business Leadership	Corporate Governance	Finance	Legal	Operations	Real Estate
Stephen J. Evans		✓	✓		✓		✓	✓
Robert W. King		✓	✓	✓	✓		✓	✓
James L. Redekop			✓		✓		✓	✓
John C. O’Neill		✓	✓		✓		✓	✓
Fraser R. Berrill		✓	✓	✓	✓	✓		✓
Sherry D. Tryssenaar	✓	✓	✓	✓	✓		✓	
Maurice Kagan	✓	✓	✓	✓	✓		✓	✓

## Board Chair

The Chair is a duly elected member of the Board and is appointed as Chair by the Board each year for a one-year term, with such appointment being (except when a vacancy is being filled) at the first meeting of the Directors following the annual meeting of Unitholders. The current Chair is Mr. Robert W. King, who is independent as such term is defined in NI 52-110.

The responsibilities of the Chair are set out in the Terms of Reference for the Chair of the Directors. The Chair is expected to, among other things, provide leadership to the Board, manage the operations and processes of the Board, and act as a liaison between the Board and management. The Chair presides over Board meetings and Unitholder meetings, ensures orderly deliberation and decision-making, builds unity and trust among the Directors and initiates appropriate processes and procedures to ensure the Board fulfills its purpose and responsibilities. Further, the Chair ensures that the Directors are properly informed on matters of substance and maintains open lines of communication with Directors between meetings.

## Terms of Reference for the Directors

The Directors have adopted the Terms of Reference for the Directors to confirm and enhance the Directors' ongoing duties and responsibilities. The Terms of Reference for the Directors and committees are annually reviewed by Pure Multi-Family's Nominating and Governance Committee, and any recommended changes are presented to the Board for approval. A copy of the Terms of Reference for the Directors is attached hereto as Appendix A to this Information Circular. The Directors generally discharge their responsibilities either directly or through the Audit Committee, the Nominating and Governance Committee or the Compensation Committee. Specific responsibilities of the Board as set out in the Terms of Reference for the Directors include:

**Nominating Directors and Constituting Committees:** selecting a Chair, nominating candidates for election as Directors, constituting committees of the Directors and determining Director compensation;

- (a) **CEO Matters:** appointing the CEO, monitoring and evaluating CEO performance, approving CEO compensation and approving the terms of reference for the CEO;
- (b) **Distributions and Financing:** approving distributions to Unitholders and approving financings by Pure Multi-Family;
- (c) **Internal Controls and Management Information Systems:** ensuring implementation and integrity of the internal control and management information systems of Pure Multi-Family;
- (d) **Disclosure Controls and Procedure:** ensuring appropriate disclosure controls and procedures are in place to enable information to be recorded, processed, summarized and reported within required time periods;
- (e) **Financial Reporting:** ensuring financial performance is adequately reported to Unitholders and regulators on a timely and regular basis and that financial results are reported fairly and in accordance with generally accepted accounting principles applicable to Pure Multi-Family;
- (f) **Communication:** enabling effective communication with Unitholders, stakeholders and the public generally;
- (g) **Strategy and Planning:** participating with management in connection with the development and approval of Pure Multi-Family's strategic plan, approving the annual business plan and approving the annual operating; and
- (h) **Risk Management:** ensuring that management identifies the principal risks of Pure Multi-Family's business, and implementing appropriate systems to manage risks.

The Board functions independently of management by holding *in camera* sessions without members of management (or Directors who are members of management) being present. The Chair, who is an independent Director, chairs the meeting and ensures that all Directors have an opportunity to comment and provide their input. The Board has implemented a policy of holding *in camera* sessions following each regularly scheduled Board and Committee meeting, without members of management (or Directors who are members of management) being present.

Terms of Reference for the Directors provides that Directors may serve as a director until the earlier of: (i) the director reaching age 80; or (ii) the director serving for 15 years since the latter of: (a) his or her initial election as a director of the Governing GP; and (b) January 1, 2018, subject to the Governance Committee having the ability to waive such limit under extraordinary circumstances.

Of the six Directors meetings held in 2017, all *in camera* sessions occurred in the absence of management consistent with Pure Multi-Family's policy to hold *in camera* sessions without management following each meeting.

### **Evaluation of the Composition of the Board of Directors**

Pure Multi-Family reviews the composition of the Board and, through its Nominating and Governance Committee, undertakes an annual review and assessment of all Director's positions (including the Chair and committee memberships).

The Nominating and Governance Committee recommends to the Board an appropriate evaluation process for the Board as a whole and, at the appropriate time, Directors individually, and establishes and administers a process (including a review by the Board and discussion with management) for assessing the effectiveness of the Board as a whole and committees of the Directors.

The Nominating and Governance Committee also annually develops and updates a long term plan for the composition of the Board that takes into consideration the current strengths, skills and experience of the existing Directors, tenure and the strategic direction of Pure Multi-Family and its subsidiaries. Prior to nominating or appointing individuals as Directors, the Nominating and Governance Committee considers what competencies and skills the Board, as a whole, should possess; and assesses what competencies and skills each existing Director possesses, considering the Board as a group and paying attention to the personality and other qualities of each Director.

### **Position Descriptions**

The Board has developed and approved detailed position descriptions for the Chair and the Chief Executive Officer. In addition, the Board has developed written position descriptions for the chairs of each of the committees, and the terms of reference for each committee contain written position descriptions for the chair of each committee.

In accordance with the Term of Reference for the Nominating and Governance Committee, the Nominating and Governance Committee is responsible for reviewing with the Board, on a regular basis, but not less than annually, the role of the Board, the terms of reference for each of the committees of the Directors, the Chair of the Directors and the Chief Executive Officer.

The Chair is responsible for, among other things, providing leadership to the Board, ensuring that the Directors have adequate governance of Pure Multi-Family, and communicating with Directors to keep them up to date on major developments (see "Statement of Corporate Governance – Board Chair"). The Chief Executive Officer is responsible for, among other things, leading and managing Pure Multi-Family on a day-to-day basis, recommending, implementing and meeting strategic, operational and capital plans, and developing and recommending to the Board the overall corporate organizational structure.

### **Ethical Business Conduct**

Pure Multi-Family has adopted a Code of Conduct (the "Code") which sets out the policies, guidelines and principles applicable to employees, directors, officers and contractors of Pure Multi-Family and its subsidiaries. The

Code deals with matters such as the fair treatment of persons, equal opportunity, discrimination and harassment free work environment, compliance with laws, safe work environment, privacy, record keeping, safeguarding assets, conflicts of interest, confidentiality, insider trading, Pure Multi-Family policies and compliance with laws.

A copy of the Code is provided to each new Director, officer or employee.

Any waiver from the provisions of the Code may be made only by the Board. No waivers of the Code have been granted since adoption of the Code and, as a result, no material change reports have been filed by Pure Multi-Family since the beginning of its most recently completed financial year that pertain to the conduct of a Director, officer, employee or contractor that constitutes a departure from the Code.

A Director is required to disclose to the Board information regarding any transaction or agreement in respect of which a Director or executive officer has a material interest and to abstain from voting on any matter in respect of such transaction or agreement. The Board may request a Director to excuse himself or herself from the portion of any meeting at which such transaction or agreement is discussed. Further, the Board encourages and promotes a culture of ethical business conduct, and requires the Chief Executive Officer to conduct himself in a manner that exemplifies ethical business conduct. Each Director is entitled to engage an outside advisor at Pure Multi-Family's expense in appropriate circumstances.

A copy of the Code is available from the Chief Financial Officer of Pure Multi-Family and on SEDAR at [www.sedar.com](http://www.sedar.com).

### Board Committees

The Board is responsible for the establishment and operation of all of the committees of the Directors, the appointment of members to serve on such committees, their compensation and their good standing.

The Board has established three standing committees to facilitate the carrying out of its duties and responsibilities and meets applicable statutory and policy requirements. The committees are currently comprised of the following Directors:

Audit Committee	Nominating and Governance Committee	Compensation Committee
Sherry Tryssenaar (Chair)	Fraser Berrill (Chair)	John C. O'Neill (Chair)
Robert W. King	Robert W. King	Fraser Berrill
Fraser R. Berrill	John C. O'Neill	Robert W. King
Maurice Kagan	James Speakman <sup>(1)</sup>	James Redekop

<sup>(1)</sup> Mr. Speakman will not stand for re-election at the Meeting,

In addition, the Board, as a whole, acts as the Acquisitions and Investment Committee of Pure Multi-Family. The Board typically appoint members of the committees at the first meeting of the Board following the annual meeting of Unitholders.

### Audit Committee

The Audit Committee is comprised of four Directors, each of whom is an independent Director, being Ms. Tryssenaar and Messrs. King, Berrill and Kagan. Each member of the Audit Committee is financially literate (as defined in NI 52-110). The attendance by the members at each of the four meetings of the Audit Committee, held during 2017, is set out under "Particulars of Matters to be Acted Upon – Election of Directors – Directors Nominated for Election".

The Audit Committee meets at least quarterly and will meet more frequently as circumstances dictate. As part of its goal to foster open communication, the Audit Committee periodically meets with management and the external auditors in separate sessions to discuss any matters that the Audit Committee or each of these groups believes should be discussed privately.

A copy of the Terms of Reference for the Audit Committee is attached as Appendix B to this Information Circular. The Audit Committee is responsible for the oversight and supervision of the accounting and financial reporting practices and procedures of Pure Multi-Family and any subsidiaries, the adequacy of internal accounting controls and procedures, and the quality and integrity of the financial statements of Pure Multi-Family and any subsidiaries. In addition, the Audit Committee is responsible for selecting, retaining and monitoring the independence and performance of Pure Multi-Family's external auditors, including overseeing the audit and interim review of financial statements, and pre-approving all non-audit services and providing an avenue of communication among the external auditors, management and the Board of Directors. The Audit Committee's purpose is to assist the Board in fulfilling its oversight responsibilities by reviewing, advising and making recommendations to the Board on:

- (a) the annual and interim financial statements, annual and interim Management's Discussion and Analysis of Financial Condition and Results of Operations, press releases and other financial information;
- (b) the financial reporting process;
- (c) recommending external auditors and setting the compensation of external auditors;
- (d) the performance of the external auditor;
- (e) assessing the independence of the external auditor;
- (f) reporting to the Board with respect to the quality or integrity of the financial statements, compliance with legal or regulatory requirements, and performance and independence of external auditors; and
- (g) receipt, retention and treatment of complaints regarding accounting, internal controls or audit matters.

#### **Audit Committee Disclosure**

##### *Charter of the Audit Committee*

The Terms of Reference of the Audit Committee are attached as Appendix B to this Information Circular.

##### *Composition of the Audit Committee*

The Audit Committee currently consists of Ms. Tryssenaar (Chair) and Messrs. King, Berrill and Kagan.

Each member of the Audit Committee: (i) is financially literate, as such term is defined in NI 52-110, and (ii) is independent, as such term is defined in NI 52-110.

##### *Relevant Education and Experience*

For a description of the experience of each Audit Committee member that is relevant to the performance of his or her responsibilities, see the Director profiles "Particulars of Matters to be Acted Upon – Election of Directors – Directors Nominated for Election".

##### *Audit Committee Oversight*

At no time since the commencement of Pure Multi-Family's most recently completed financial year was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

*Reliance on Certain Exemptions*

Since the commencement of Pure Multi-Family's most recently completed financial year, Pure Multi-Family has not relied on the exemptions contained in sections 2.4 or 8 of NI 52-110. Section 2.4 provides an exemption from the requirement that the Audit Committee must pre-approve all non-audit services to be provided by the auditor, where the total amount of fees related to the non-audit services are not expected to exceed 5% of the total fees payable to the auditor in the fiscal year in which the non-audit services were provided. Section 8 permits a company to apply to a securities regulatory authority for an exemption from the requirements of NI 52-110 in whole or in part. Pure Multi-Family is relying on the exemption from the requirements of Part 5 (Reporting Obligations) in section 6.1 of NI 52-110.

*Prior Approval Policies and Procedures*

The Audit Committee must pre-approve all non-audit services to be provided to Pure Multi-Family or its subsidiaries by Pure Multi-Family's external auditor, other than non-audit services where:

- (a) the aggregate amount of all such non-audit services that were not pre-approved is reasonably expected to constitute no more than five per cent of the total amount of fees paid by Pure Multi-Family and its subsidiaries to Pure Multi-Family's external auditor during the fiscal year in which the services are provided;
- (b) Pure Multi-Family or its subsidiaries, as the case may be, did not recognize the services as non-audit services at the time of the engagement; and
- (c) the services are promptly brought to the attention of the Audit Committee and approved, prior to the completion of the audit, by the Audit Committee or by one or more of its members to whom authority to grant such approvals had been delegated by the Audit Committee.

*External Auditor Service Fees*

The following table sets forth, by category, the fees billed by KPMG LLP, Pure Multi-Family's auditor, for the years ended December 31, 2017 and 2016:

Fee Category	2017	2016
<b>Regulatory and Reporting</b>		
Audit Fees <sup>(1)</sup>	\$167,385	\$155,185
Audit-Related Fees <sup>(2)</sup>	-	-
Regulatory REIT and Tax Compliance <sup>(3)(6)</sup>	186,515	169,522
<b>Regulatory and Reporting Total</b>	<b>\$353,900</b>	<b>\$324,707</b>
<b>Other Services</b>		
Tax Advisory Services <sup>(4)(6)</sup>	\$45,698	\$33,787
Tax Related Offering Costs <sup>(5)(6)</sup>	80,440	40,642
All Other Fees <sup>(7)</sup>	-	-
<b>Other Services - Total</b>	<b>\$126,137</b>	<b>\$74,429</b>

(1) "Audit Fees" include aggregate fees billed by the external auditor for the audit and review of the financial statements or services that are normally provided by the external auditor in connection with statutory and regulatory filings or engagements.

(2) "Audit-Related Fees" include aggregate fees billed for assurance and related services by the external auditor that are reasonably related to the performance of the audit or review of the financial statements and are not included in Audit Fees above.

(3) "Regulatory REIT and Tax Compliance" includes aggregate fees billed for services by the external auditor that the issuer has determined are best performed by the external auditor and are reasonably related to satisfying compliance with REIT regulations, statutory requirements and tax legislation, including REIT condition testing, REIT transfer pricing documentation, CDS filing and reporting obligations, and federal, provincial and state tax compliance and filing obligations.

- (4) "Tax Advisory Services" includes aggregate fees billed for services by the external auditor for tax advice and tax planning services, including \$nil in connection with recurring work and \$45,698 in connection with one-time non-recurring events.
- (5) "Tax Related Offering Costs" includes aggregate fees billed for tax services by the external auditor in connection with offering of Units and tax advice and disclosures in connection with prospectus documents.
- (6) Collectively the Regulatory REIT and Tax Compliance, Tax Advisory Fees and Tax Related Offering Costs comprise "Tax Fees" the sum of which are the aggregate fees for professional services rendered by the external auditor for tax compliance, tax advice, and tax planning and which collectively amount to \$312,653.
- (7) "All Other Fees" includes aggregate fees billed by the external auditor for all other services that are not included in Audit Fees, Audit-Related Fees or Tax Fees.

### **Nominating and Governance Committee**

The Nominating and Governance Committee is comprised of three independent Directors (as defined in NI 52-110) and a non-independent member, namely, Messrs. Berrill, King, O'Neill and Speakman, respectively. The attendance by the members at the one meeting of the Nominating and Governance Committee is set out under "Particulars of Matters to be Acted Upon – Election of Directors – Directors Nominated for Election". The Nominating and Governance Committee meets at least annually and will meet more frequently as circumstances dictate.

The Nominating and Governance Committee is responsible for Pure Multi-Family's approach to corporate governance issues, advising the Board in filling vacancies on the Board, and periodically reviewing the compensation and effectiveness of the Directors and the contribution of individual Directors. In addition, the Nominating and Governance Committee is responsible for adopting and periodically reviewing and updating its written disclosure policy.

The Terms of Reference for the Nominating and Governance Committee sets out its responsibilities and duties. They include, among other things, the following responsibilities:

- (a) identifying and recommending new nominees to serve on the Board;
- (b) evaluating the competencies and skills of each Director and of the Board as a whole;
- (c) developing and monitoring Pure Multi-Family's overall approach to governance issues, including adopting a communication policy, developing an approach to governance, and receiving unitholder feedback;
- (d) reviewing with the Board, on a regular basis, the methods and processes by which the Board fulfils its duties and responsibilities, including the number of Directors, the number and content of meetings, and resources available to the Directors;
- (e) reviewing the Board's committee structure on an annual basis and recommending to the Board any changes it considers necessary or desirable with respect to committee structure;
- (f) reviewing with the Board, on a regular basis, but not less than annually, the role of the Board, the terms of reference for each of the committees of the Directors and for the Chair of the Directors and the Chief Executive Officer;
- (g) advising the Board or any of the committees of the Directors of any governance issues, which the committee determines ought to be considered by the Board or any such committees;
- (h) assessing the independence and qualifications of the members of each of the committees of the Directors as required by applicable law and make recommendations to the Board regarding the composition of such committees;
- (i) recommending to the Board an appropriate evaluation process for the Board as a whole and, at the appropriate time, Directors individually; and



- (j) monitoring compliance with Pure Multi-Family's governance policies, including the diversity policy (in order to attain a diversity of competencies, gender, geographic, business background, experience, expertise, etc.), unit ownership policy, the code of conduct and the orientation and continuing education policy.

### **Compensation Committee**

The Compensation Committee is comprised of four independent Directors, being Messrs. O'Neill, King, Berrill and Redekop. The attendance by the members at each of the three meetings of the Compensation Committee is set out under "Particulars of Matters to be Acted Upon – Election of Directors – Directors Nominated for Election". The Compensation Committee meets at least annually and will meet more frequently as circumstances dictate.

The Compensation Committee is responsible for establishing a plan of continuity for executives and other key employees and to ensure a broad plan of executive compensation is established that is competitive and motivating in order to attract, hold and inspire senior management and other key employees of Pure Multi-Family.

The Terms of Reference for the Compensation Committee sets out its responsibilities and duties. They include, among other things, the following responsibilities:

- (a) reviewing and making recommendations to the Board regarding the appointment of officers of Pure Multi-Family;
- (b) reviewing and making recommendations to the Board regarding Pure Multi-Family's compensation policies;
- (c) annually reviewing the goals and objectives of any senior officers appointed by Pure Multi-Family for the upcoming year, providing a performance appraisal and reviews their compensation;
- (d) overseeing the selection of and terms of reference for outside consultants to review the senior management compensation program as appropriate;
- (e) making recommendations concerning the remuneration of Directors; and
- (f) administering and making recommendations regarding the operation of any equity based compensation plans.

### **Assessments**

The Nominating and Governance Committee must consider what competencies and skills the Board, as a whole, should possess, and assess what competencies and skills each existing Director possesses, by considering the Board as a group and paying attention to the personality and other qualities of each Director.

The Nominating and Governance Committee is responsible for the regular assessment of the Board, any committee of Directors and each individual Director regarding his, her or its effectiveness and contribution to Pure Multi-Family. Each assessment considers:

- (a) in the case of the Board or a committee, its mandate or charter; and
- (b) in the case of an individual Director, the applicable position description(s), as well as the competencies and skills each Director is expected to bring to the Board.

As part of such assessment, each Director agrees to provide, annually, or as may be requested by the Chair of the Nominating and Governance Committee from time to time, to Pure Multi-Family a certificate in the prescribed form acknowledging compliance with Pure Multi-Family's governance policies, including, without limitation, the Unit

Ownership Policy and the Code, and certifying that such Director is able to devote sufficient time and energy necessary to fulfill the duties and responsibilities to act as a Director of the Governing GP.

### Disclosure of Material Information and Insider Trading

The purpose of Pure Multi-Family's Disclosure of Material Information and Insider Trading Policy (the "Disclosure Policy") is to confirm the important legal obligations of directors, officers, senior management and other employees of Pure Multi-Family and its subsidiaries, among others, regarding the disclosure of material information about Pure Multi-Family and its subsidiaries and the trading in securities of Pure Multi-Family held by such individuals.

The Disclosure Policy provides that Pure Multi-Family must disclose material information to the public on a timely basis. Information is "material" if it would reasonably be expected to have a significant effect on the market price or value of Pure Multi-Family's securities, whether up or down. Directors, officers, senior management and other employees of Pure Multi-Family with knowledge of confidential or material information about Pure Multi-Family and subsidiaries are prohibited from trading in securities of Pure Multi-Family (and, in some cases, other parties) until the information has been fully disclosed and a reasonable period has passed for the information to be widely available to the public through a news release or similar means (typically one day after the issuance of the news release).

The Nominating and Governance Committee is responsible for periodically reviewing and updating the Disclosure Policy. As part of the director assessments performed by the Nominating and Governance Committee, each Director agrees to provide annually or as may be requested by the Chair of the Nominating and Governance Committee a certificate acknowledging compliance with Pure Multi-Family's policies, including the Disclosure Policy. Any Director, officer, senior manager or other employee of Pure Multi-Family can contact the Chair of the Nominating and Governance Committee or Chief Financial Officer if he or she has any questions with respect to any aspect of the Disclosure Policy.

### Unitholder Feedback

The Board encourages feedback from Unitholders directly or through management. Individual queries, comments or suggestions can be made orally or in writing directly to Pure Multi-Family's head office. Unitholders' comments, observations from analysts, the press or the public or comments received at the offices of Pure Multi-Family are considered and, where appropriate, brought to the attention of, and included in, the deliberations of the Board.

## DIRECTORS COMPENSATION

### Narrative Discussion

For the year ended 2017, Director Compensation in respect of Directors who are not affiliated with or employees of the Managing GP or Pure Multi-Family Management Ltd. ("Management Ltd."), remained unchanged from the previous year. The fee structure is set out in the table below:

	2017	2016
Annual Retainer – Directors	\$25,000	\$25,000
Chair Fee - Board	\$15,000	\$15,000
Chair Fee – Audit Committee	\$10,000	\$10,000
Chair Fee – Other Committees	\$5,000	\$5,000
Member of Audit Committee	\$2,500	\$2,500
Member of Other Committees	\$1,000	\$1,000
Meeting Fees – In person or by telephone	\$1,000	\$1,000

As well, the Governing GP will indirectly reimburse Directors for any out-of-pocket expenses, including out-of-pocket expenses for attending meetings. Pure Multi-Family will reimburse the Governing GP for such amounts. In addition, Pure Multi-Family maintains insurance coverage for Directors. Compensation is reviewed on an annual basis, giving consideration to Pure Multi-Family's growth and the extent of its portfolio.

The independent Directors are entitled to annual compensation from Pure Multi-Family. The amount paid to and or accrued for Directors during the year ended December 31, 2017 was \$287,989. No other compensation, including cash or equity, was paid or granted, respectively, in 2017.

In 2018, the Board adopted Director Compensation based in Canadian dollars ("CDN\$") as compared to United States dollars ("US\$") (which was previously used as the base currency), and eliminated all meeting fees, resulting in an annual retainer plus additional amounts for Chair and Committee services. Further, Director Compensation will include an equity-based component in the form of deferred units granted pursuant to the Pure Multi-Family's Deferred Unit Plan (the "Deferred Unit Plan") (as described below).

The fee structure for the Directors who are not affiliated with or employees of the Managing GP or Management Ltd., effective January 1, 2018, is set out in the table below:

	2018 (CDN\$)	2017 (US\$)
<b>Annual Retainer –Directors</b>	\$45,000 <sup>(1)</sup>	\$25,000
<b>Chair Fee - Board</b>	\$25,000	\$15,000
<b>Chair Fee – Audit Committee</b>	\$15,000	\$10,000
<b>Chair Fee – Other Committees</b>	\$7,500	\$5,000
<b>Member of Audit Committee</b>	\$5,000	\$2,500
<b>Member of Other Committees</b>	\$5,000	\$1,000
<b>Meeting Fees – In person or by telephone</b>	\$nil	\$1,000
<b>Chair - Special Committee Retainer <sup>(2)</sup></b>	\$17,500	-
<b>Member of Special Committee Retainer <sup>(2)</sup></b>	\$12,500	-
<b>Special Committee – Chair Monthly Fees <sup>(2)</sup></b>	\$7,500	-
<b>Special Committee – Member Monthly Fees <sup>(2)</sup></b>	\$5,000	-

(1) Fees before impact of electing to receive up to 25% of the annual retainer in deferred units, which will be matched by Pure Multi-Family. See "Director Compensation – Narrative Discussion – Deferred Unit Plan".

(2) Special Committee was formed on December 12, 2017. Special Committee is compensated through monthly fees, while active, in addition to a retainer paid to the chair and other members. In light of Pure Multi-Family's announcement to commence a strategic review process, the compensation paid to the Special Committee is under review and is subject to change.

For a description of incentive plan based awards and the significant terms, see "Directors Compensation – Incentive Plan Awards for Directors".

The following table sets forth the details of compensation paid to the Directors, other than the Named Executive Officers, during Pure Multi-Family's most recently completed financial year:

Name	Fees earned (\$)	Unit-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Robert W. King	\$58,500	-	-	-	-	-	\$58,500
Douglas R. Scott <sup>(1)</sup>	\$20,667	-	-	-	-	-	\$20,667
James L. Redekop	\$35,750	-	-	-	-	-	\$35,750
James A. Speakman	\$40,750	-	-	-	-	-	\$40,750
John C. O'Neill	\$40,583	-	-	-	-	-	\$40,583
Fraser R. Berrill	\$42,000	-	-	-	-	-	\$42,000
Sherry D. Tryssenaar <sup>(2)</sup>	\$27,750	-	-	-	-	-	\$27,750
Maurice Kagan <sup>(3)</sup>	n/a	n/a	n/a	n/a	n/a	n/a	n/a

(1) Mr. Scott did not stand for re-election at Pure Multi-Family's meeting of Unitholders held on May 25, 2017.

(2) Ms. Tryssenaar was appointed as a member of the Board of Directors on April 10, 2017.

(3) Mr. Kagan was appointed as a member of the Board of Directors on January 5, 2018.

### Incentive Plan Awards for Directors

#### Outstanding Unit-Based Awards and Option-Based Awards

The following table sets forth the incentive plan awards granted to the Directors, other than the Named Executive Officers, during the most recently completed financial year:

Name	Option-based Awards				Unit-based Awards	
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$)	Number of Unit that have not vested (#)	Market or payout value of Unit-based awards that have not vested (\$)
Robert W. King	-	-	-	-	-	-
Douglas R. Scott <sup>(1)</sup>	-	-	-	-	-	-
James L. Redekop	-	-	-	-	-	-
James A. Speakman	-	-	-	-	-	-
John C. O'Neill	-	-	-	-	-	-
Fraser R. Berrill	-	-	-	-	-	-
Sherry D. Tryssenaar <sup>(2)</sup>	-	-	-	-	-	-
Maurice Kagan <sup>(3)</sup>	n/a	n/a	n/a	n/a	n/a	n/a

(1) Mr. Scott did not stand for re-election at Pure Multi-Family's meeting of Unitholders held on May 25, 2017.

(2) Ms. Tryssenaar was appointed as a member of the Board of Directors on April 10, 2017.

(3) Mr. Kagan was appointed as a member of the Board of Directors on January 5, 2018.

#### Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets forth details of the value vested or earned for all incentive plan awards during the most recently completed fiscal year by each Director:

Name	Option-based awards – Value vested during the year (\$)	Unit-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Robert W. King	-	-	-
Douglas R. Scott <sup>(1)</sup>	-	-	-
James L. Redekop	-	-	-
James A. Speakman	-	-	-
John C. O’Neill	-	-	-
Fraser R. Berrill	-	-	-
Sherry D. Tryssenaar <sup>(2)</sup>	-	-	-
Maurice Kagan <sup>(3)</sup>	n/a	n/a	n/a

(1) Mr. Scott did not stand for re-election at Pure Multi-Family’s meeting of Unitholders held on May 25, 2017.

(2) Ms. Tryssenaar was appointed as a member of the Board of Directors on April 10, 2017.

(3) Mr. Kagan was appointed as a member of the Board of Directors on January 5, 2018.

### Directors Unit Ownership and Anti-Hedging

Pursuant to Pure Multi-Family’s unit ownership policy, each independent Director is required to acquire and maintain an equity interest in Pure Multi-Family at two times the annual base retainer for such Director. The policy requires that each Director meet this minimum ownership requirement within 24 months of becoming subject to it. The value of the Units, Class B Units or restricted units (including distribution restricted units) held by a Director will be based on: (i) with regard to Units, the greater of acquisition cost and the average trading price of the Units on the TSX Venture Exchange, or such other Canadian exchange on which the Units may be listed and posted for trading, for the 20 trading days immediately preceding the calculation date; and (ii) with regard to Class B Units and restricted units (including distribution restricted units), the average trading price of the number of Units into which such Class B Units and Restricted Units are redesignated or settled, as applicable, on the TSX Venture Exchange for the 20 trading days immediately preceding the calculation date.

In order to maintain the alignment of interests between the Unitholders and management, Pure Multi-Family does not permit Directors to engage in transactions that could reduce or limit the economic risk with respect to his or her holdings of Units or other securities of Pure Multi-Family. Prohibited transactions include hedging strategies, equity monetization transactions, transactions using short sales, puts, calls, exchange contracts, derivatives and other types of financial instruments (including, but not limited to, prepaid variable forward contracts, equity swaps, collars and exchange funds), and limited recourse loans to Directors secured by Units or other securities of Pure Multi-Family.

### Directors’ and Officers’ Liability Insurance

Pure Multi-Family maintains a policy of insurance for the Directors and officers of Pure Multi-Family. Under the policy, Pure Multi-Family has reimbursement coverage to the extent that it has indemnified the Governing GP, the Directors and officers. The policy includes securities claims coverage, insuring against any legal obligation to pay on account of any securities claims brought against Pure Multi-Family, the Governing GP, the Directors and/or officers. The premium incurred for the year ended December 31, 2017 was \$53,809 (2016: \$49,926). In January 2018, Pure Multi-Family increased its coverage under the current policy. The estimated premium for 2018, including the increase in coverage is \$78,369. The premiums for the policy are not allocated between the insured Directors and officers as separate groups.

### Deferred Unit Plan

The Board adopted the Deferred Unit Plan effective as of January 1, 2018. The purpose of the Deferred Unit Plan is to promote a greater alignment of interests between the non-executive Directors and the Unitholders.

Each Eligible Person (a person who is, on the applicable date, a non-executive Director) may, subject to the conditions of the Deferred Unit Plan, elect to be a participant thereunder. A participant may elect to be paid up to 25% (the "Elected Percentage") of his or her annual retainer (such product being referred to as the "Elected Amount"), in the form of deferred Units (each, a "Deferred Unit") in lieu of cash, provided that Pure Multi-Family shall match the Elected Amount for each participant annually in the form of Deferred Units having a value on each Award Date, being the last business day of each calendar quarter, equal to the Market Value (as defined in the Deferred Unit Plan) on such dates. Under the Deferred Unit Plan, one Deferred Unit shall be equivalent in value to one Unit. Fractional Deferred Units are permitted under the Deferred Unit Plan.

Participants may not change their Elected Amount or terminate their Deferred Unit Plan participation during the calendar year. Under no circumstances shall Deferred Units be considered Units or entitle a participant to any Unitholder rights, including, without limitation, voting rights, distribution entitlements or rights on liquidation, other than as set out in the Plan.

The number of Deferred Units (including fractional Deferred Units) to be credited to a participant as of any particular Award Date pursuant to the Deferred Unit Plan are to be calculated by dividing: (i) the amount calculated by multiplying the dollar amount of the participant's Elected Amount by two and dividing that product by four; by (ii) the Market Value of a Unit on the Award Date.

Upon any cash distribution being paid on the Units prior to a participant's Redemption Date (as defined in the Deferred Unit Plan), Pure Multi-Family will credit additional Deferred Units to the participant's Deferred Unit account. The number of such additional Deferred Units are calculated by dividing: (i) the amount determined by multiplying: (a) the number of Deferred Units in such participant's Deferred Unit account on the record date for the payment of such distribution by (b) the distribution paid per Unit; by (ii) the Market Value of a Unit on the distribution payment date for such distribution, in each case, with fractions computed to one decimal place.

The Deferred Units credited to a participant's Deferred Unit account shall vest immediately and be redeemable by the participant (or, where the participant has died, his or her estate) following an event, including disability, retirement or death, causing the participant to be no longer an Eligible Person (the "Termination Date"). The Deferred Units credited to a participant's Deferred Unit account may be redeemed in whole or in part during the period (the "Redemption Period") commencing six months after the Termination Date and ending on December 1 of the second calendar year following the participant's Termination Date by the participant filing a written notice of redemption (the "Redemption Notice") with the Chief Financial Officer of the Governing GP. If the participant has any Deferred Units outstanding at the end of the Redemption Period, December 1 of the second calendar year after the Termination Date will be deemed to be the Redemption Date for all of the Deferred Units remaining in the participant's Deferred Unit Account.

On the Redemption Date, being the date on which: (i) a participant files a Redemption Notice with the Chief Financial Officer of the Governing GP; and (ii) if the participant has any Deferred Units outstanding at that time, December 1 of the second calendar year after a participant's Termination Date, in respect of the applicable Deferred Units, Pure Multi-Family shall redeem all such Deferred Units specified in the Redemption Notice and satisfy payment of therefor by making a lump sum cash payment in respect of the value of such Deferred Units (calculated by multiplying: (i) the number of Deferred Units; by (ii) the Market Value on the Redemption Date), net of any applicable withholding taxes, as soon as practicable after the receipt by Pure Multi-Family from the participant of any documents or other information reasonably requested to effect such payment.

In no event may the rights or interests of a participant under the Deferred Unit Plan be assigned, encumbered, pledged, transferred or alienated in any way, except to the extent that such rights may pass to a beneficiary or legal representative upon death of a participant, by will or by the laws of succession and distribution.

The Deferred Unit Plan may be amended by the Board, subject to applicable law, without Unitholder approval, in respect of: (i) amendments which, in the opinion of the Board, are necessary or desirable to remove conflicts or inconsistencies in the Deferred Unit Plan or to clarify the Deferred Unit Plan; (ii) amendments for the purpose of permitting Deferred Units issued or other rights or interests acquired under the Deferred Unit Plan to be transferred or assigned; (iii) amendments as the Board in its discretion deem necessary or desirable as a result of changes in the

taxation laws from time to time; and (iv) to change or add vesting provisions of Deferred Units issued pursuant to the Deferred Unit Plan. Unitholder approval will be required to amend the Deferred Unit Plan in order to authorize Pure Multi-Family to issue Units from treasury and where required by applicable law.

## COMPENSATION DISCUSSION AND ANALYSIS

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### General

Pursuant to the terms of the Asset Management Agreement, the Managing GP has provided Pure Multi-Family with advisory, asset management, reporting and administrative services since the establishment of Pure Multi-Family. The Managing GP provided these services to Pure Multi-Family through the provision of qualified senior management. In particular, the Managing GP provided the services of Mr. Evans and the services of the Managing GP's Chief Financial Officer, Vice President, financial analyst and director of investor relations at no cost to Pure Multi-Family. On August 12, 2016, a Determination Event occurred (as a result of Pure Multi-Family having reached a market capitalization of \$300,000,000) and the Board determined that it would be beneficial to Pure Multi-Family and the Unitholders to terminate the Asset Management Agreement. As such, effective September 1, 2016, the Asset Management Agreement was terminated and management was internalized. The Managing GP continued to provide services to Pure Multi-Family under the Asset Management Agreement until August 31, 2016.

### Named Executive Officers

The following section outlines the compensation programs in which the Named Executive Officers ("NEOs") participate. NEOs are defined as the Chief Executive Officer, Chief Financial Officer, and each of the three most highly compensated executive officers of Pure Multi-Family, including its subsidiaries, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000. For the year ended December 31, 2017, the NEOs were:

- Stephen Evans, the Chief Executive Officer;
- Scott Shillington, Chief Financial Officer; and
- Samantha Adams, Senior Vice President.

### Compensation Objectives

The objectives of Pure Multi-Family's compensation program are to:

- attract and retain qualified executive officers;
- motivate executive officers to deliver strong business performance;
- maintain competitive compensation levels for executive officers;
- ensure a significant portion of executive compensation is tied to individual and overall business performance, aligning the interests of executive officers with the interests of Unitholders, creating Unitholder value; and
- ensure the executive compensation program is relatively straightforward from a communication and administrative perspective.

In addition to the objectives stated above, the expense of compensation and benefits in relation to Pure Multi-Family's consolidated budget and financial strength is a significant factor in the consideration and determination of compensation levels. To this effect, Pure Multi-Family carefully considers information relating to the anticipated cost that will be incurred in making any determination with respect to proposed compensation decisions.

## Compensation Committee Decision Making Process

### *Roles and Responsibilities*

The Directors have established a Compensation Committee, whose members are John C. O'Neill (Chair), Robert W. King, Fraser Berrill and James L. Redekop, each of whom is an independent as defined in NI 52-110. For additional information regarding the members of the Compensation Committee, see "Particulars of Matters to be Acted Upon – Election of Directors – Directors Nominated for Election".

The Compensation Committee assists the Board in determining the compensation of senior management as well as reviewing the adequacy and form of Directors' compensation; annually reviews the Chief Executive Officer's goals and objectives for the upcoming year and performs an appraisal of the Chief Executive Officer's performance; administers and makes recommendations regarding the operation of the long-term and other incentive plans; and advises the Directors in filling vacancies on the Board. See "Statement of Governance Practices – Compensation Committee".

Pure Multi-Family recognizes the importance of appointing knowledgeable and experienced individuals to the Compensation Committee. All Compensation Committee members have the necessary background and skills to provide effective oversight of executive compensation and ensure that sound risk management principles are being adhered to in order to align Pure Multi-Family's and Unitholders' interests. More specifically, all of the Compensation Committee members have significant senior leadership experience from their tenures at public and private organizations, as well as operational or functional experience overseeing executive compensation in those organizations.

The Chief Executive Officer is actively engaged in Pure Multi-Family's compensation programs (other than with respect to his own compensation package). The Chief Executive Officer conducts an annual evaluation of each of the Named Executive Officer's performance for the previous year, and recommends salary adjustments and short and long-term incentive awards to the Compensation Committee. The recommendations are reviewed and approved by the Compensation Committee after discussion and adjustment, if appropriate.

### *Process*

The compensation of Named Executive Officers, other than the Chief Executive Officer, is recommended by the Chief Executive Officer and reviewed and approved by the Compensation Committee. The compensation of the Chief Executive Officer is recommended by the Compensation Committee and approved by the Board as a whole. Performance goals for the purpose of executive compensation are reviewed and set by the Board. The Board, in consultation with management, sets the organization-wide performance goals, and the Compensation Committee, in consultation with the Chief Executive Officer, sets the other Named Executive Officer's individual performance goals and compensation targets. The results of the Named Executive Officers' performance and compensation review by the Compensation Committee are communicated to the Named Executive Officers as soon as practicable after year-end.

## Independent Compensation Review - Process and Benchmarking

In September 2016, the Compensation Committee retained Hugessen Consulting to provide advice with regard to the competitiveness and the appropriateness of compensation arrangements for the senior executives and its broad employee compensation practices. Specifically, Hugessen Consulting's mandate included:

- recommending an executive and director compensation peer group;
- advising competitive levels of director compensation;
- recommending executive target pay levels based on benchmarking pay against confirmed executive pay peer group;



- recommending broad employee pay philosophy relating to pay structure and levels, including target base salary, short-term incentive plan (“STIP”) and long-term incentive plan (“LTIP”) ranges for all levels of Pure Multi-Family for the year commencing January 1, 2017;
- assisting the Board of Directors with developing disclosure of compensation practices; and
- developing a STIP scorecard consisting of financial, operating, and strategic metrics, including the performance framework of the STIP for the year commencing January 1, 2017.

While the Compensation Committee considers the information and recommendations provided by Hugessen Consulting, it ultimately relies upon its own judgement and experience in making compensation decisions. In its review of Hugessen Consulting’s recommendations, the Compensation Committee determined which recommendations made by Hugessen Consulting should be implemented, commencing with the fiscal year 2017.

### *Benchmarking*

The Compensation Committee, with input from Hugessen Consulting, developed a peer group consisting of nine companies, which is used to represent a “market” for competitive pay at Pure Multi-Family. The group consists of internally managed real estate investment trusts and other real estate companies listed on the TSX or TSX Venture Exchange headquartered in Canada or the United States of similar size (i.e., assets, market capitalization and enterprise value) to Pure Multi-Family. The peer group was initially selected based on market data as at September 2017. The asset and enterprise values, as well as revenues and market cap of the peer group entities as at October 21, 2016 is as follows:

Company Name	Total Enterprise Value	Market Capitalization	Total Assets
Pure Industrial Real Estate Trust	\$2,213	\$1,334	\$2,170
Killam Apartment Real Estate Investment Trust	\$1,949	\$877	\$1,997
InterRent Real Estate Investment Trust	\$1,292	\$566	\$1,312
Tricon Capital Group Inc.	\$1,237	\$1,012	\$1,224
Melcor Developments Ltd.	\$1,144	\$427	\$1,892
Mainstreet Equity Corp.	\$992	\$287	\$1,366
American Hotel Income Properties REIT LP	\$881	\$494	\$747
BTB Real Estate Investment Trust	\$626	\$195	\$665
Madison Pacific Properties Inc.	\$368	\$183	\$457
<i>Pure Multi-Family REIT LP</i>	<b>\$980</b>	<b>\$437</b>	<b>\$1,029</b>
<i>Pure Multi-Family REIT LP Rank</i>	<b>39%</b>	<b>42%</b>	<b>36%</b>

Source: Capital IQ; all dollar values expressed in millions of CDN\$

### *Executive Compensation - Related Fees*

Hugessen Consulting was paid the following in connection with the compensation consulting services for 2017 and 2016:

	2017	2016
Executive Compensation-Related Fees	\$4,787	\$29,825
All Other Fees	-	-
<b>TOTAL</b>	<b>\$4,787</b>	<b>\$29,825</b>

## Elements of Compensation

### Base Salary

Pure Multi-Family pays base salaries to attract and retain executive talent and provide fair and competitive compensation commensurate with experience and consistent effective performance in discharging day-to-day responsibilities. Base salary is important to give an individual financial stability for personal planning purposes.

In reviewing the base salary of the executive team, Pure Multi-Family considers the responsibilities, performance and experience of the executive, historical compensation and contractual commitments, the competitive market for talent as indicated by the compensation comparator group, and the recommendations of the Chief Executive Officer (for all Named Executive Officers other than himself). The Chief Executive Officer's base salary is reviewed and recommended for adjustment, if any, by the Compensation Committee. In determining base salary levels, the Compensation Committee does not assign any specific weighting to any of the above factors.

Pure Multi-Family's NEOs were paid annualized base salaries as follows:

Executive	Annualized 2017 Base Salary	% increase from 2016	Annualized 2016 Base Salary
Stephen Evans (CEO)	\$400,452 <sup>(1)</sup>	112.2%	\$188,700 <sup>(2)</sup>
Scott Shillington (CFO)	\$211,778 <sup>(1)(3)</sup>	159.8%	\$81,518 <sup>(2)</sup>
Samantha Adams (SVP)	\$246,432 <sup>(1)(3)</sup>	164.1%	\$93,293 <sup>(2)</sup>

(1) The amounts indicated are stated in U.S. dollars and translated using the Bank of Canada's 2017 average annual exchange rate of \$0.7701.

(2) The amounts indicated are stated in U.S. dollars and translated using the Bank of Canada's 2016 average annual exchange rate of \$0.7548.

(3) A portion of the "Annualized 2017 Base Salary" was allocated to and recovered from Sunstone Realty Advisors Inc. (In respect of Mr. Shillington, a total of 7.5% was recovered by Pure Multi-Family; In respect of Ms. Adams, a total of 12.5% was recovered by Pure Multi-Family).

### Short-term Incentive Plan

In addition to the base salaries, Pure Multi-Family provides the NEOs with non-equity incentive awards paid as cash. In the view of the Compensation Committee, non-equity incentives are integral to motivating NEOs on job aspects that are performance-based.

Pure Multi-Family's Short-Term Incentive Plan ("STIP") was implemented in September 2016 and is used by the Compensation Committee and the Board with respect to the amount of cash bonuses awarded to management.

The STIP was designed to accurately capture and reward management for incremental growth in Pure Multi-Family's asset base and cash flows. The corporate measures selected by the Compensation Committee and the Chief Executive Officer for the NEOs include specific key metrics that are measured by Pure Multi-Family to achieve its corporate and annual strategy, to drive cash flow, to efficiently allocate capital and increase unitholder value. Accordingly, awards granted under the STIP are based on the following five key annual financial and operational metrics:

### 2017 Performance Metrics<sup>(1)</sup>

- 25% on same-property net rental income<sup>(2)</sup> growth;
- 25% on strategic objectives;
- 20% on AFFO<sup>(3)</sup> per Unit;
- 15% on total enterprise value; and
- 15% on debt to gross book value

(1) 2017 actual performance has been adjusted for unbudgeted transactions not originally contemplated when the STIP targets were set.

(2) Same-property net rental income is a non-IFRS measure. The manner in which Pure Multi-Family calculates same-property net rental income is described under "Same Property Analysis" in its Management's Discussion and Analysis dated March 7, 2018, available on SEDAR at [www.sedar.com](http://www.sedar.com). Same-property net rental income growth was normalized for comparison purposes by adjusting property management fees to be an equal percentage of revenue during both comparison periods.

- (3) *AFFO is a non-IFRS measure. The manner in which Pure Multi-Family calculates AFFO is described under the heading “Funds from Operations and Adjusted Funds from Operations” in its Management’s Discussion and Analysis dated March 7, 2018, available on SEDAR at www.sedar.com. The method used by Pure Multi-Family for calculating AFFO, total enterprise value and net rental income may differ from the methods used by other issuers.*

Under the STIP, the Board has the discretion to establish an annual target award for each of the NEOs and other senior management of Pure Multi-Family and its subsidiaries. These target values are set in relation to the respective base salaries of each NEO and each member of senior management.

Role-specific objectives were set for the Chief Executive Officer by the Compensation Committee at the beginning of 2017, and the Chief Executive Officer set the objectives for other executive officers of Pure Multi-Family. At the end of 2017, the Compensation Committee assessed performance against these objectives using its informed judgement.

The 2017 STIP opportunities are as follows:

Executive	2017 STIP Opportunity (as a % of Salary)		
	Minimum	Target	Maximum
Stephen Evans (CEO)	0%	100%	100%
Scott Shillington (CFO)	0%	40%	50%
Samantha Adams (SVP)	0%	40%	50%

Payouts under Pure Multi-Family’s STIP are based on the following formula:

$$\boxed{\text{Base Salary (\$)}} \times \boxed{\text{Bonus Opportunity (\%)}} \times \left( \boxed{\text{Corporate Score (\%)}} + \boxed{\text{Individual Performance (\%)}} \right) = \boxed{\text{Bonus Payout (\$)}}$$

2017 Actual STIP Payouts:

Executive	2017 STIP Target	Corporate Performance Weighting	Role-Specific Weighting	2017 Annualized Salary	Actual STIP Payout	Actual STIP Payout (as a % of Target)
Stephen Evans (CEO)	100%	80%	20%	\$400,452 <sup>(1)</sup>	\$268,976 <sup>(1)</sup>	67.2%
Scott Shillington (CFO)	40%	60%	40%	\$211,778 <sup>(1)(2)</sup>	\$71,708 <sup>(1)(2)</sup>	84.7%
Samantha Adams (SVP)	40%	60%	40%	\$246,432 <sup>(1)(2)</sup>	\$83,442 <sup>(1)(2)</sup>	84.7%

(1) The amounts indicated are stated in U.S. dollars and translated using the Bank of Canada’s 2017 average annual exchange rate of \$0.7701.

(2) A portion of the “2017 Annualized Salary” and “Actual STIP Payout” was allocated to and recovered from Sunstone Realty Advisors Inc. (In respect of Mr. Shillington, a total of 7.5% was recovered by Pure Multi-Family; In respect of Ms. Adams, a total of 12.5% was recovered by Pure Multi-Family).

#### Long-term Incentive Plan

Pure Multi-Family’s Long-Term Incentive Plan (“LTIP”) was implemented for the 2017 fiscal year and is used by the Compensation Committee and the Board with respect to the amount of Unit-based compensation awarded to Eligible Persons. An Eligible Person is defined as any employee, director, officer, consultant or partner of Pure Multi-Family, and its affiliates and subsidiaries. LTIP was designed to incentivize and reward Eligible Persons for creating incremental, long-term Unitholder value.

As of the date hereof, there have been no LTIP grants in respect of the year ended December 31, 2017.

#### Benefits and Perquisites

Pure Multi-Family offers only limited perquisites to the Named Executive Officers, and only where Pure Multi-Family believes such perquisites promote the retention of the Named Executive Officers or promote the efficient

performance of the Named Executive Officers' duties. Pure Multi-Family does not believe that perquisites and benefits should represent a significant portion of the compensation package for Named Executive Officers. During Pure Multi-Family's most recently completed financial year, Named Executive Officers' perquisites and benefits represented less than \$25,000 in aggregate (such amounts have not been included in the Summary Compensation Table below).

#### *Pension*

Pure Multi-Family does not have any pension plan for the Named Executive Officers.

#### **Summary Compensation Table**

Particulars of the compensation paid to each NEO of Pure Multi-Family for the financial years ended December 31, 2017, 2016 and 2015 is set out in the table below:

Name and Principal Position	Year	Salary (\$)	Unit-based Awards <sup>(2)</sup> (\$)	Option-based Awards <sup>(3)</sup> (\$)	Non-equity Incentive Plan Compensation <sup>(1)</sup> (\$)		Pension Value (\$)	All Other Compensation (\$)	Total Compensation (\$)
					Annual Incentive Plans	Long-term Incentive Plans			
Stephen Evans (CEO)	2017 <sup>(4)</sup>	\$400,452	-	-	\$268,976	-	-	-	\$669,428
	2016 <sup>(5)</sup>	\$62,900	-	-	\$62,648	-	-	-	\$125,548
	2015	-	-	-	-	-	-	-	-
Scott Shillington (CFO)	2017 <sup>(4)(6)</sup>	\$211,778	-	-	\$71,708	-	-	-	\$283,486
	2016 <sup>(5)</sup>	\$27,173	-	-	\$10,567	-	-	-	\$37,740
	2015	-	-	-	-	-	-	-	-
Samantha Adams (SVP)	2017 <sup>(4)(6)</sup>	\$246,432	-	-	\$83,442	-	-	-	\$329,874
	2016 <sup>(5)</sup>	\$31,098	-	-	\$9,058	-	-	-	\$40,156
	2015	-	-	-	-	-	-	-	-

(1) "Non-equity Incentive Plan Compensation" includes all compensation under an incentive plan or portion of an incentive plan that is not an equity incentive plan.

(2) "Unit-based Awards" are issued pursuant to the Restricted Unit Plan and the Performance Unit Plan. As of the date hereof, there have been no unit-based awards in respect of the year ended December 31, 2017.

(3) "Option-based Awards" are issued pursuant to the Incentive Unit Option Plan. No options have been granted to employees of Pure Multi-Family.

(4) The amounts indicated are stated in U.S. dollars and translated using the Bank of Canada's 2017 average annual exchange rate of \$0.7701.

(5) The salary for the NEO's commenced on September 1, 2016. The amounts indicated are stated in U.S. dollars and translated using the Bank of Canada's 2016 average annual exchange rate of \$0.7548.

(6) A portion of the "Salary" and "Annual Incentive Plans" was allocated to and recovered from Sunstone Realty Advisors Inc. (In respect of Mr. Shillington, a total of 7.5% was recovered by Pure Multi-Family; In respect of Ms. Adams, a total of 12.5% was recovered by Pure Multi-Family).

#### **Incentive Plan Awards**

An "incentive plan" is any plan providing compensation that depends on achieving certain performance goals or similar conditions within a specified period. An "incentive plan award" means compensation awarded, earned paid, or payable under an incentive plan.

#### *Outstanding unit-based awards and option-based awards*

The following tables set forth the outstanding unit-based awards and option-based awards granted to the NEOs of Pure Multi-Family during the most recently completed financial year:

Executive	Option-based Awards				Unit-based Awards	
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Number of securities underlying unexercised options (#)	Number of Units Awarded	Number of Units that have not vested (#)	Market or payout value of Unit-based awards that have not vested (\$)
Stephen Evans (CEO)	-	-	-	-	-	-
Scott Shillington (CFO)	-	-	-	-	-	-
Samantha Adams (SVP)	-	-	-	-	-	-

*Incentive plan awards – value vested or earned during the year*

Executive	Option-based awards – Value vested during the year (\$)	Unit-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – value earned during the year (\$)
Stephen Evans (CEO)	-	-	-
Scott Shillington (CFO)	-	-	-
Samantha Adams (SVP)	-	-	-

#### Pension Plan Benefits

Pure Multi-Family does not currently have a defined benefit plan or any pension plans that provide for payments or benefits, following, or in connection with retirement. No funds were set aside or accrued by Pure Multi-Family during the fiscal year ended December 31, 2017 to provide pension, retirement or similar benefits for its Directors pursuant to any existing plan provided or contributed to by Pure Multi-Family.

#### Termination and Change of Control Benefits

##### *Stephen Evans, Chief Executive Officer*

Effective January 1, 2017, Management Ltd., an indirect subsidiary of Pure Multi-Family, entered into an amended executive employment agreement with Mr. Stephen Evans, the Chief Executive Officer of the Governing GP, whereby Mr. Evans agreed to act as the Chief Executive Officer of Management Ltd. to, among other things, promote the best interests of Management Ltd. and Pure Multi-Family, the Governing GP and Pure US Apartments REIT Inc. (the "US REIT") (collectively and with their respective subsidiaries), for an indefinite term, in consideration of a base salary of CDN\$520,000 per annum, eligibility in Pure Multi-Family's STIP, LTIP and benefits programs, and the reimbursement of certain reasonable expenses in connection with the performance of his duties. Subject to limited exceptions, the agreement contains non-competition, non-solicitation and confidentiality covenants in favor of Management Ltd., which apply to the term of the employment and will continue for a specified period of time after termination. In addition, the agreement includes an indemnity provision in respect of acts or omissions as an employee of Management Ltd. or as a director or officer of Pure Multi-Family, the Governing GP and the US REIT (and their respective subsidiaries).

Mr. Evans may resign and terminate his employment by providing at least ninety (90) days' written notice to Management Ltd., which notice may be waived in whole or in part by Management Ltd., in which case Mr. Evans will be paid his base salary for the remaining notice period and will continue to participate in Management Ltd.'s benefits program for a period of one year.

Management Ltd. may terminate Mr. Evans' employment at any time, without cause, by paying a one-time lump payment in an amount equal to two times his annual base salary and annual STIP (based on an average of STIP paid in prior years to a maximum of three prior years). In such case, Mr. Evans would be entitled to continue to participate in Management Ltd.'s benefits program for a period of one year.

If Mr. Evans' employment is terminated for cause, Mr. Evans will not be entitled to any notice of termination or severance pay.

Upon the occurrence of a Change of Control Event (defined below), Mr. Evans may terminate his employment by providing Management Ltd. with written notice of his resignation within six months after a Change of Control Event. In such case, Mr. Evans would be entitled to: (i) receive a one-time lump payment in an amount equal to two times his annual base salary and annual STIP (based on an average of STIP paid in prior years to a maximum of three prior years); and (ii) participate in Management Ltd.'s benefits program for a period of one year. For purposes of the agreement, a "Change of Control Event" occurs where:

- (a) during any period of 18 consecutive months ending after the date of the agreement, individuals who at the beginning of such 18 month period were directors of the Governing GP cease for any reason to constitute at least a majority of the Board of Directors, unless the appointment or nomination for election of individuals to the Board of Directors was approved by a vote of at least three-quarters of the Board of Directors then in office who either were directors at the beginning of such period or whose appointment or nomination for election to the Board of Directors was previously approved;
- (b) any person, or groups of persons, acting at arm's length to Pure Multi-Family or a person acting jointly or in concert with Pure Multi-Family, becomes the beneficial owner, directly or indirectly, of securities of Pure Multi-Family representing 50.1% or more of the combined voting power of Pure Multi-Family's then outstanding securities;
- (c) all or substantially all of the assets or undertaking of Pure Multi-Family are sold or otherwise disposed of, or Pure Multi-Family is dissolved or liquidated; or
- (d) any transaction or series of transactions (whether by sale, merger, amalgamation, consolidation, reorganization, plan of arrangement or otherwise) that would have substantially the same effect as a Change of Control Event under the foregoing provisions is undertaken, or the Board of Directors approves and/or recommends that Unitholders of Pure Multi-Family accept, approve or adopt any such transaction or series of transactions.

***Scott Shillington, Chief Financial Officer***

Effective January 1, 2017, the Management Ltd., an indirect subsidiary of Pure Multi-Family, entered into an executive employment agreement with Mr. Scott Shillington, the Chief Financial Officer of the Governing GP, whereby Mr. Shillington agreed to act as the Chief Financial Officer of Management Ltd. to, among other things, oversee and manage financial reporting, internal control, treasury and debt and tax in respect of Pure Multi-Family, for an indefinite term, in consideration of a base salary of CDN\$275,000 per annum, eligibility in Pure Multi-Family's STIP, LTIP and benefits programs, and the reimbursement of certain reasonable expenses in connection with the performance of his duties. Subject to limited exceptions, the agreement contains non-competition, non-solicitation and confidentiality covenants in favor of Management Ltd., which apply to the term of the employment and will continue for a specified period of time after termination. In addition, the agreement includes an indemnity provision in respect of acts or omissions as an employee of Management Ltd.

Mr. Shillington may resign and terminate his employment by providing at least three months' written notice to Management Ltd., which notice may be waived in whole or in part by Management Ltd., in which case Mr. Shillington will be paid his base salary for the remaining notice period.

Management Ltd. may terminate Mr. Shillington's employment for cause, in which case Mr. Shillington will not be entitled to any notice of termination or severance pay.

Management Ltd. may terminate Mr. Shillington's employment at any time, without cause, by paying a one-time lump payment in an amount equal to: (i) his pro-rated annual base salary, based on the date of termination, equal to 12 months plus one month for each year of employment with Management Ltd. up to a maximum of 18 months, (ii) all unpaid and accrued vacation pay, and (iii) pro-rated annual STIP (based on an average of STIP paid in the three years prior to the date of termination, or less if there is less than a three year history). In such case, Mr. Shillington would be entitled to continue to participate in Management Ltd.'s benefits program until the earlier of: (i) 12 months following the date of termination, or (ii) the date Mr. Shillington becomes entitled to equivalent coverage and benefits through alternate employment. In addition, all unvested equity and related instruments held by Mr. Shillington will vest in accordance with the provisions of the respective equity compensation plans pursuant to which same were granted.

Upon the occurrence of a Change of Control (defined below), Mr. Shillington may resign his employment for Good Reason (defined below) and be entitled to the same payments and benefits as if his employment was terminated without cause.

For purposes of the agreement, a "Change of Control Event" means the occurrence of any one of the following events:

- (a) an acquisition, directly or indirectly, of voting units or other securities of Pure Multi-Family (including securities of Pure Multi-Family which on conversion will become voting units or securities) by any person, or groups of persons acting in concert, other than any person or group of persons acting in concert who, immediately prior to a Change of Control hold, directly or indirectly, a sufficient number of the outstanding voting units or other securities of Pure Multi-Family to affect materially the control of Pure Multi-Family, such that such person or group of persons are able for the first time to affect materially the control of Pure Multi-Family;
- (b) all or substantially all of the assets or undertaking of Pure Multi-Family are sold or otherwise disposed of, or Pure Multi-Family is dissolved or liquidated; or
- (c) any transaction or series of transactions (whether by sale, merger, amalgamation, consolidation, reorganization, plan of arrangement or otherwise) that would have substantially the same effect as a Change of Control under the foregoing provisions is undertaken, or the Board of Directors approves and/or recommends that unitholders of Pure Multi-Family accept, approve or adopt any such transaction or series of transactions.

For purposes of the agreement, "Good Reason" means the occurrence after a Change of Control, without Mr. Shillington's consent, of any of the following:

- (a) a material and detrimental change in the title, position, duties and responsibilities, authority or status of Mr. Shillington with Management Ltd.;
- (b) the relocation of Management Ltd.'s current principal office in Vancouver, BC to a location more than 150 kilometres from such location;
- (c) a material breach by Management Ltd. of Mr. Shillington's employment agreement; or
- (d) a material reduction of Mr. Shillington's base salary or aggregate compensation package.

***Samantha Adams, Senior Vice President***

Effective January 1, 2017, Management Ltd., an indirect subsidiary of Pure Multi-Family, entered into an executive employment agreement with Ms. Samantha Adams, the Senior Vice President of the Governing GP, whereby Ms. Adams agreed to act as the Senior Vice President of Management Ltd. to, among other things, oversee and manage: (i) the development and implementation of strategies to achieve the strategic objectives of the Chief Executive Officer and Board of Directors of Pure Multi-Family, (ii) operational results including property operations, leasing and repositioning, (iii) the corporate office property management operations, and (iv) the internalization of property management, for an indefinite term, in consideration of a base salary of CDN\$320,000 per annum, eligibility in Pure Multi-Family's STIP, LTIP and benefits programs, and the reimbursement of certain reasonable expenses in connection with the performance of her duties. Subject to limited exceptions, the agreement contains non-competition, non-solicitation and confidentiality covenants in favor of Management Ltd., which apply to the term of the employment and will continue for a specified period of time after termination. In addition, the agreement includes an indemnity provision in respect of acts or omissions as an employee or officer of Management Ltd. or Pure Multi-Family.

Ms. Adams may resign and terminate her employment by providing at least three months' written notice to Management Ltd., which notice may be waived in whole or in part by Management Ltd., in which case Ms. Adams will be paid her base salary for the remaining notice period.

Management Ltd. may terminate Ms. Adams' employment for cause, in which case Ms. Adams will not be entitled to any notice of termination or severance pay.

Management Ltd. may terminate Ms. Adams' employment at any time, without cause, by paying a one-time lump payment in an amount equal to: (i) her pro-rated annual base salary, based on the date of termination, equal to 12 months plus one month for each year of employment with Management Ltd. up to a maximum of 18 months, (ii) all unpaid and accrued vacation pay, and (iii) pro-rated annual STIP (based on an average of STIP paid in the three years prior to the date of termination, or less if there is less than a three year history). In such case, Ms. Adams would be entitled to continue to participate in Management Ltd.'s benefits program until the earlier of: (i) 12 months following the date of termination, or (ii) the date Ms. Adams becomes entitled to equivalent coverage and benefits through alternate employment. In addition, all unvested equity and related instruments held by Ms. Adams will vest in accordance with the provisions of the respective equity compensation plans pursuant to which same were granted.

Upon the occurrence of a Change of Control (defined below), Ms. Adams may resign her employment for Good Reason (defined below) and be entitled to the same payments and benefits as if her employment was terminated without cause.

For purposes of the agreement, a "Change of Control Event" means the occurrence of any one of the following events:

- (a) an acquisition, directly or indirectly, of voting units or other securities of Pure Multi-Family (including securities of Pure Multi-Family which on conversion will become voting units or securities) by any person, or groups of persons acting in concert, other than any person or group of persons acting in concert who, immediately prior to a Change of Control hold, directly or indirectly, a sufficient number of the outstanding voting units or other securities of Pure Multi-Family to affect materially the control of Pure Multi-Family, such that such person or group of persons are able for the first time to affect materially the control of Pure Multi-Family;
- (b) all or substantially all of the assets or undertaking of Pure Multi-Family are sold or otherwise disposed of, or Pure Multi-Family is dissolved or liquidated; or



- (c) any transaction or series of transactions (whether by sale, merger, amalgamation, consolidation, reorganization, plan of arrangement or otherwise) that would have substantially the same effect as a Change of Control under the foregoing provisions is undertaken, or the Board of Directors approves and/or recommends that unitholders of Pure Multi-Family accept, approve or adopt any such transaction or series of transactions.

For purposes of the agreement, “Good Reason” means the occurrence after a Change of Control, without Ms. Adams’ consent, of any of the following:

- (a) a material and detrimental change in the title, position, duties and responsibilities, authority or status of Ms. Adams with Management Ltd.;
- (b) the relocation of Management Ltd.’s current principal office in Vancouver, BC to a location more than 150 kilometres from such location;
- (c) a material breach by Management Ltd. of Ms. Adams’ employment agreement; or
- (d) a material reduction of Ms. Adams’ base salary or aggregate compensation package.

#### ***Estimated Incremental Payments Pursuant to Employment Agreements***

The table below shows the value of the estimated incremental payments or benefits that would accrue to each current NEO upon termination of his or her employment following resignation, termination with cause, termination without cause, retirement, and termination following a change of control, assuming employment was terminated on December 31, 2017. As of December 31, 2017, there have been no unit-based awards issued to the NEOs.

Executive Payouts and Benefits upon termination as of December 31, 2017	Resignation	Termination with Cause	Termination without Cause	Retirement	Change of Control
Stephen Evans (CEO) <sup>(1)</sup>	-	-	\$1,385,796	-	\$1,385,796
Scott Shillington (CFO) <sup>(1)</sup>	-	-	\$384,759	-	\$384,759
Samantha Adams (SVP) <sup>(1)</sup>	-	-	\$447,719	-	\$447,719

(1) The amounts indicated are stated in U.S. dollars and translated using the Bank of Canada’s exchange rate as at December 29, 2017, at \$0.7971.

#### ***Named Executive Officer Unit Ownership and Anti-Hedging***

Pursuant to Pure Multi-Family’s unit ownership policy, each NEO is required to hold, directly or indirectly, Units, Class B Units or restricted units (including distribution restricted units) with an aggregate market value equal to one times the amount of the base annual salary for such NEO. NEOs will have three years from the commencement date of each NEO’s employment as an NEO of Pure Multi-Family. The value of the Units, Class B Units or restricted units (including distribution restricted units) held by a NEO will be based on: (i) with regard to Units, the greater of acquisition cost and the average trading price of the Units on the TSX Venture Exchange, or such other Canadian exchange on which the Units may be listed and posted for trading, for the 20 trading days immediately preceding the calculation date; and (ii) with regard to Class B Units and restricted units (including distribution restricted units), the average trading price of the number of Units into which such Class B Units and Restricted Units are redesignated or settled, as applicable, on the TSX Venture Exchange for the 20 trading days immediately preceding the calculation date.

In order to maintain the alignment of interests between the unitholders and management, Pure Multi-Family does not permit an NEO to engage in transactions that could reduce or limit NEO’s economic risk with respect to his or her holdings of Units or other securities of Pure Multi-Family. Prohibited transactions include hedging strategies, equity monetization transactions, transactions using short sales, puts, calls, exchange contracts, derivatives and other types of financial instruments (including, but not limited to, prepaid variable forward contracts, equity swaps, collars and exchange funds), and limited recourse loans to the NEO secured by Units or other securities of Pure Multi-Family.

## SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLAN

Pure Multi-Family has adopted the Restricted Unit Plan and the Incentive Unit Option Plan. No grants under either plan have been made to date.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by security holders (Restricted Unit Plan)	-	\$-	600,000
Equity compensation plans approved by security holder (Incentive Unit Option Plan)	-	\$-	1,808,900
<b>TOTAL</b>	-	\$-	2,408,900

### Restricted Unit Plan

On May 21, 2014, the Unitholders approved the adoption of a Restricted Unit Plan, for the purposes of supporting the achievement of Pure Multi-Family's performance objectives; ensuring that the interests of Directors, key management and key employees are aligned with the success of Pure Multi-Family; providing incentive bonus compensation to Directors, key management and key employees; and attracting, retaining and motivating Directors, key management and key employees critical to the long-term success of Pure Multi-Family.

A summary of the material terms of the Restricted Unit Plan is included in Pure Multi-Family's management information circular dated April 14, 2014, and filed on SEDAR ([www.sedar.com](http://www.sedar.com)) on April 17, 2014. A copy of the Restricted Unit Plan is also available on SEDAR at [www.sedar.com](http://www.sedar.com).

Pure Multi-Family has reserved an aggregate of 600,000 Units for issuance under the Restricted Unit Plan. To date, Pure Multi-Family has not issued any restricted units, distribution restricted units or Units pursuant to the Restricted Unit Plan.

### Incentive Unit Option Plan

On May 21, 2014, the Unitholders approved the adoption of an Incentive Unit Option Plan (the "Option Plan") for the purposes of providing eligible participants with compensation opportunities that will encourage ownership of Units, enhance Pure Multi-Family's ability to attract, retain and motivate key personnel, and reward Directors, directors, officers, employees and service providers for significant performance and growth of Pure Multi-Family.

A summary of certain of the material terms of the Option Plan is included in Pure Multi-Family's management information circular dated April 14, 2014, and filed on SEDAR ([www.sedar.com](http://www.sedar.com)) on April 17, 2014. A copy of the Option Plan is also available on SEDAR at [www.sedar.com](http://www.sedar.com).

Pure Multi-Family has reserved an aggregate of 1,808,900 Units for issuance under the Option Plan. To date, Pure Multi-Family has not issued any options or Units pursuant to the Option Plan.

## INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No current or former Director, proposed nominee for election as a Director or executive officer of Pure Multi-Family, or an associate of any of the foregoing is, or at any time during Pure Multi-Family's most recently completed

financial year was, indebted to Pure Multi-Family or to another entity where such indebtedness is or has been the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by Pure Multi-Family, other than routine indebtedness.

## **INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

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Other than as set forth in this Information Circular and Pure Multi-Family's financial statements for the fiscal year ended December 31, 2017, available on SEDAR at [www.sedar.com](http://www.sedar.com), no insider of Pure Multi-Family nor any proposed nominee for election as a Director, nor any associate or affiliate of the foregoing, has any material interest, direct or indirect, in any transaction since the commencement of Pure Multi-Family's last financial period or in any proposed transaction which has materially affected or would materially affect Pure Multi-Family.

## **MANAGEMENT AGREEMENTS**

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### **Property Management Agreement**

Property management services by Sunstone Multi-Family Management Inc. (the "Property Manager") were terminated on a property by property basis between June 2017 and September 2017. Pure Multi-Family internalized all property management related services under the US REIT. No penalties were incurred upon termination of the Property Management Agreement.

Prior to the termination of the Property Management Agreement, the Property Manager provided property management services to the US REIT in respect of each of the properties pursuant to a Property Management Agreement dated May 9, 2012, as amended July 9, 2012 and as amended and restated February 3, 2014. Pursuant to the amended and restated agreement, the Property Manager provided on-site supervision and day-to-day management of each of Pure Multi-Family's properties, including leasing, budgeting, repairs and maintenance, banking and the necessary administrative and related services. In consideration of such services, the US REIT paid the Property Manager fees equal to the property management fee payable in the market in which each property is located, which ranged between 3% and 4% of the gross revenue from the respective property.

## **ADDITIONAL INFORMATION**

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Additional information relating to Pure Multi-Family may be found on SEDAR at [www.sedar.com](http://www.sedar.com). Additional financial information is provided in Pure Multi-Family's audited financial statements and management's discussion and analysis for Pure Multi-Family's most recently completed financial year. A copy of Pure Multi-Family's financial statements and management's discussion and analysis is available, free of charge, upon written request to Scott Shillington, Chief Financial Officer of Pure Multi-Family, Suite 910, 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2. These documents are also available on SEDAR at [www.sedar.com](http://www.sedar.com).

## **APPROVAL OF CIRCULAR**

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The undersigned hereby certifies that the contents and the sending of this Information Circular have been approved by the Directors.

DATED at Vancouver, British Columbia, this 9th day of April 2018.

**BY ORDER OF THE DIRECTORS OF THE GOVERNING GP**

*"Stephen J. Evans"*

(signed) Stephen J. Evans  
Director and Chief Executive Officer

## Appendix A

### TERMS OF REFERENCE FOR THE DIRECTORS

#### A. TERMS OF REFERENCE FOR THE BOARD OF DIRECTORS

##### 1. Purpose

- (a) These terms of reference set out constating principles and structure duties and responsibilities for the board of directors (the “**Board**”) and the individual directors of PMF REIT’s governing general partner, Pure Multi-Family REIT (GP) Inc.

The Board functions in carrying out its responsibilities as if it was the board of directors of PMF REIT, and in so doing incorporates by reference specific duties and responsibilities of boards and directors as set out in the *Business Corporations Act* (British Columbia) (the “*BCBCA*”) which are attached as Schedule A hereto, and is specifically subject to the terms and conditions of PMF REIT’s Limited Partnership Agreement, as amended from time to time.

##### 2. Procedures and Organization

- (a) The Board retains the responsibility for managing PMF REIT’s own affairs including:
- (i) selecting a Chair;
  - (ii) reviewing the advice of the Nominating and Governance Committee’s (the “**Governance Committee**”) nomination of candidates for election as directors;
  - (iii) proposing auditors for approval by the unitholders;
  - (iv) constituting committees of the Board; and
  - (v) determining director compensation.
- (b) Subject to the Limited Partnership Agreement, the Board may constitute, seek the advice of, and delegate powers, duties and responsibilities to, committees of the Board.

##### 3. Duties and Responsibilities

- (a) Monitoring. In addition to certain other responsibilities imposed hereunder, the Board has the responsibility for:
- (i) approving distributions to unitholders;
  - (ii) approving financing by PMF REIT;
  - (iii) directing management to ensure systems are in place for the implementation and integrity of the internal control and management information systems of PMF REIT and its subsidiaries; and
  - (iv) directing management to ensure appropriate disclosure controls and procedures are in place to enable information to be recorded, processed, summarized and reported within the time periods required by law.
- (b) Policies and Procedures. The Board has the responsibility to:

- (i) approve and monitor compliance with all significant policies and procedures by which the business of PMF REIT is operated; and
  - (ii) direct management to implement systems which are designed to ensure that PMF REIT operates at all times within applicable laws and regulations, and to the highest ethical and moral standards.
- (c) Compliance Reporting and Corporate Communications. The Board has the responsibility, *inter alia*, to:
- (i) ensure that the financial performance of PMF REIT is adequately reported to unitholders and regulators on a timely and regular basis;
  - (ii) ensure that the financial results are reported fairly and in accordance with generally accepted accounting principles applicable to PMF REIT;
  - (iii) ensure that PMF REIT has appropriate disclosure controls and procedures that enable information to be recorded, processed, summarized and reported within the time periods required by law;
  - (iv) ensure the timely reporting of any developments that are required to be disclosed by applicable law;
  - (v) report annually to unitholders on the stewardship of the Board for the preceding year (the Annual Report); and
  - (vi) assist PMF REIT to enable it to communicate effectively with its unitholders, stakeholders and the public generally.
- (d) Management and Human Resources. The Board has responsibility for:
- (i) appointing the CEO, monitoring and evaluating CEO performance, approving CEO compensation, providing advice and counsel to the CEO in execution of the CEO's duties and satisfying itself as to the integrity of the CEO and other executive officers;
  - (ii) approving the terms of reference for the CEO;
  - (iii) reviewing CEO performance at least annually, against agreed upon written objectives;
  - (iv) approving decisions relating to senior management of PMF REIT, including:
    - a) appointment and discharge of officers;
    - b) compensation and benefits of executive officers; and
    - c) acceptance of outside directorship by executive officers.
  - (v) ensuring succession planning programs are in place including programs to educate, train and develop senior management;
  - (vi) approving certain matters relating to employees of PMF REIT, including, among others:
    - a) an annual salary program for employees;
    - b) new benefits programs or material changes to existing programs; and

- c) material benefits to retiring employees; and
- (vii) undertaking board and individual director self-assessment programs annually;
- (e) Strategy and plans. The Board has the responsibility to:
  - (i) participate with management of PMF REIT's development and approval of the REIT's strategic plan;
  - (ii) approve the annual business plan that enables PMF REIT to realize its objectives;
  - (iii) approve the annual operating and capital budgets of PMF REIT; and
  - (iv) approve political and other donation policies and budgets; and
- (f) Business and risk management. The Board has the responsibility to:
  - (i) ensure management identifies the principal risks of PMF REIT's business, implements appropriate systems to manage these risks and in doing so strikes an appropriate balance between risks and returns; and
  - (ii) review coverage, deductibles and key issues regarding corporate insurance policies including key person insurance and directors' and officers' liability insurance.

## **B. TERMS OF REFERENCE FOR A DIRECTOR**

### **1. Goals and Objectives**

As a director of PMF REIT's governing general partner, each director shall:

- (a) fulfill the legal requirements and obligations of a director which includes a comprehensive understanding of fiduciary roles;
- (b) comply with the duties and responsibilities of directors as set out in Schedule A attached hereto; and
- (c) consider the interests of all stakeholders in the governance of PMF REIT ensuring that the best interests of PMF REIT are paramount.

### **2. Duties and Responsibilities**

- (a) Director Activity. As a director, each director shall:
  - (i) exercise good judgment and act with integrity and in the best interest of PMF REIT;
  - (ii) use his or her abilities, experience and influence constructively;
  - (iii) respect confidentiality;
  - (iv) identify potential conflict areas - real or perceived - and ensure they are appropriately identified and reviewed; and
  - (v) assist in maximization of the distribution of available cash to unitholders while maintaining unitholders values.

- (b) Preparation and Attendance. To enhance the effectiveness of Board and committee meetings, each director shall:
- (i) prepare for Board and committee meetings by reading reports and background materials prepared for each meeting;
  - (ii) maintain an excellent Board and committee meeting attendance record<sup>(1)</sup>; and
  - (iii) have acquired adequate information necessary for effective decision making.
- (c) Communication. Communication is fundamental to the Board's effectiveness and therefore each director shall:
- (i) participate fully and frankly in the deliberations and discussions of the Board;
  - (ii) encourage free and open discussion of the affairs of PMF REIT by the Board; and
  - (iii) ask cogent and relevant questions, in an appropriate manner and at proper times.
- (d) Independence. Recognizing that the cohesiveness of the Board is an important element in its effectiveness, each director shall:
- (i) be a positive force with a demonstrated interest in the success of PMF REIT; and
  - (ii) speak and act independently but with a view to reaching acceptable consensus where possible.
- (e) Committee Work. In order to assist PMF REIT's committees in being effective and productive, each director shall:
- (i) participate on committees and become knowledgeable with the purpose and goals of the committee; and
  - (ii) understand the process of committee work, and the role of management and staff supporting the committee.
- (f) Business, Corporation and Industry Knowledge. Recognizing that decisions can only be made by well-informed director, each director shall:
- (i) become generally knowledgeable of PMF REIT's business, services and the markets in which it operates;
  - (ii) develop an understanding of the unique role of PMF REIT within its various communities;
  - (iii) maintain an understanding of the regulatory, legislative, business, social and political environments within which PMF REIT operates; and
  - (iv) be an effective ambassador and representative of PMF REIT.

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<sup>(1)</sup> The target is 100% attendance. Anything less than 75% without extenuating circumstances would create considerable concern for the Board.

**C. ADMINISTRATIVE GUIDELINES FOR THE BOARD**

1. The Board shall report to unitholders by proxy through the CEO of PMF REIT who is charged with the day-to-day leadership and management of the operations.
2. Terms of reference for the Board and committees are annually reviewed by the Governance Committee of PMF REIT, and any changes are recommended to the Board for approval.
3. PMF REIT and its governing general partner have concluded that the appropriate number of directors is between five (5) and eight (8).
4. All directors stand for election every year.
5. Subject to exception approved in writing by the Governance Committee, directors will not be permitted to stand for election as a director if the nominee's election as a director will result in the director sitting on more than four public company boards. If the director is the CEO of any public company (including PMF REIT), subject to exceptions approved in writing by the Governance Committee, the director will not be permitted to stand for election as director if the nominee's election as a director will result in the director sitting on more than one outside public company board, in addition to the public company of which he or she is the CEO.
6. The Board does not believe that directors who retire from or otherwise change their current position responsibilities should necessarily retire as directors. There should, however, be an opportunity for the Board, through the Governance Committee to review the appropriateness of continued Board membership.
7. Directors may serve as a director until the earlier of: (i) the director reaching age 80; or (ii) the director serving for 15 years since the latter of: (a) his or her initial election as a director of PMF REIT; and (b) January 1, 2018, subject to the Governance Committee having the ability to waive such limit under extraordinary circumstances.
8. The Board believes that a majority of directors should be independent; that the roles of the CEO and chairman should be separated; and that the chairman should be independent and if not, an independent lead director should be appointed.
9. The Board will meet at least quarterly to review and approve quarterly and annual financial statements and statutory disclosure documents of PMF REIT. In addition, the Board will consider monthly resolutions in order to enable PMF REIT to make monthly distributions to its unitholders.
10. Materials will be delivered at least three days in advance of meetings for items to be acted upon. Presentations on specific subjects at Board meetings will only briefly summarize the material sent to directors so that discussion can be focused on issues relevant to the material.
11. The Board is responsible, in fact as well as in procedure, for selecting candidates as directors for membership. The Board delegates the screening process to the Governance Committee.
12. The Governance Committee of the Board will annually assess the effectiveness of the Board and its committees.
13. The current committees of the Board are the Audit Committee, the Governance Committee and the Compensation Committee. From time to time the Board may create ad hoc committees to examine specific issues on behalf of the Board. The Board has adopted terms of reference and/or charters for each of the Audit Committee, the Governance Committee and the Compensation Committee.
14. Committee members and committee Chairs are appointed by the Board at the conclusion of the annual meeting and, where possible, consideration is given to having directors rotate their committee assignments regularly.



15. Committees annually review their terms of reference and/or charters and changes are recommended to the Board through the Governance Committee in keeping with changes to the law and best practice.
16. The Board ensures new directors are appropriately introduced to PMF REIT and its industry and that directors receive the necessary ongoing industry training, education and development.
17. The independent members of the Board meet during each meeting on an “in camera” basis without management present and at the call of the chairman or independent member when appropriate and advisable.
18. The Board and committees may engage separate independent counsel and/or advisors at the expense of PMF REIT. An individual director may engage separate independent counsel and/or advisors at the expense of PMF REIT in appropriate circumstances with the approval of the Chair.
19. The Board considers adopting policies and procedures that adheres to best practices in good governance principles from time to time.

These terms of reference are reviewed and approved annually by the Board.

## SCHEDULE A

The following specific duties and responsibilities of boards and directors as set out in the BCBCA are incorporated by reference in the terms of reference to which this Schedule A is attached:

1. Duty to manage;
2. Fiduciary duty;
3. Duty of care;
4. Conflict of interest; and
5. Oppression.

1. **Duty to Manage** (section 136 of the BCBCA): Directors have a duty to manage, or supervise the management of, the business and affairs of their corporation.
2. **Fiduciary Duty** (section 142(1)(a) of the BCBCA): Directors and officers have a legal duty to act honestly and in good faith with a view to the best interests of the corporation.
3. **Duty of Care** (section 142(1)(b) of the BCBCA): Directors and officers have a legal duty to exercise the care, diligence and skill that a reasonably prudent individual would exercise in comparable circumstances.
4. **Conflict of Interest** (section 147 - 149 of the BCBCA):

The fiduciary duty requires that directors avoid conflicts of interest. Conflicts of interest include situations where a director: (1) makes decisions motivated by personal interest or interests other than the best interest of the corporation; (2) personally contracts or competes with the corporation; or (3) appropriates corporate opportunities.

Generally, directors should avoid situations where a reasonable person would think there is a risk that a director's duty to the corporation could be adversely affected by the director's self-interest or duty to another person, corporation or organization. A director or senior officer holds a disclosable interest in a contract or transaction if: (a) the contract or transaction is material to the corporation; (b) the corporation has entered, or proposes to enter, into the contract or transaction, and (c) either of the following applies to the director or senior officer: (i) the director or senior officer has a material interest in the contract or transaction; (ii) the director or senior officer is a director or senior officer of, or has a material interest in, a person who has a material interest in the contract or transaction.

The BCBCA requires that: (1) a director disclose the nature and extent of any interest in a material contract or transaction to which he or she is a party (or has a material interest in a party); (2) the interested director refrain from voting on any resolution relating to such arrangements; and (3) the transaction be approved by non-interested directors and be reasonable and fair to the corporation.

5. **Oppression** (section 227 of the BCBCA):

A shareholder may apply to the court for an order under this section on the ground: (a) that the affairs of the corporation are being or have been conducted, or that the powers of the directors are being or have been exercised, in a manner oppressive to one or more of the shareholders, including the applicant; or (b) that some act of the corporation has been done or is threatened, or that some resolution of the shareholders or of the shareholders holding shares of a class or series of shares has been passed or is proposed, that is unfairly prejudicial to one or more of the shareholders, including the applicant.

For purposes of the BCBCA, a ‘shareholder’ includes a beneficial owner of a share of the corporation and any other person whom the court considers to be an appropriate person to make an application under section 227 of the BCBCA.

On an application under section 227 of the BCBCA, the court may, with a view to remedying or bringing to an end the matters complained of make any interim or final order it considers appropriate, including an order:

- (a) directing or prohibiting any act,
- (b) regulating the conduct of the corporation’s affairs,
- (c) appointing a receiver or receiver manager,
- (d) directing an issue or conversion or exchange of shares,
- (e) appointing directors in place of or in addition to all or any of the directors then in office,
- (f) removing any director,
- (g) subject to certain conditions, directing the corporation to purchase some or all of the shares of a shareholder and, if required, to reduce its capital in the manner specified by the court,
- (h) directing a shareholder to purchase some or all of the shares of any other shareholder,
- (i) subject to certain conditions, directing the corporation, or any other person, to pay to a shareholder all or any part of the money paid by that shareholder for shares of the corporation,
- (j) varying or setting aside a transaction to which the corporation is a party and directing any party to the transaction to compensate any other party to the transaction,
- (k) varying or setting aside a resolution,
- (l) requiring the corporation, within a time specified by the court, to produce to the court or to an interested person financial statements or an accounting in any form the court may determine,
- (m) subject to certain conditions, directing the corporation to compensate an aggrieved person,
- (n) directing correction of the registers or other records of the corporation,
- (o) directing that the corporation be liquidated and dissolved, and appointing one or more liquidators, with or without security,
- (p) directing that an investigation be made under Division 3 of Part 8 of the BCBCA,
- (q) requiring the trial of any issue, or
- (r) authorizing or directing that legal proceedings be commenced in the name of the corporation against any person on the terms the court directs.

**DIRECTORS FORWARD AGENDA**

<b>Meeting Timing Agenda Item</b>	<b>May</b>	<b>August</b>	<b>November</b>	<b>March</b>
<b>A. Governance</b>				
Annual Meeting	X			
Directors Performance Review			X	
Directors Nominating Report				X
Appoint Committees	X			
Set Record Date for Annual Meeting				X
Review Committee Terms of Reference		X		
Review disclosure controls and procedures		X		
<b>B. Financial</b>				
Quarterly Results	X	X	X	X
Year End Results				X
Audit Committee Report	X	X	X	X
<b>C. Other</b>				
Director/Directors Consents/Disclosure Letters	X	X	X	X
Annual Statutory Disclosure Documents				X

## Appendix B

### TERMS OF REFERENCE FOR THE AUDIT COMMITTEE

#### Establishment of the Committee

Pure Multi-Family REIT (GP) Inc. (the “**Governing GP**”) as governing general partner of PMF REIT shall appoint an audit committee (the “**Committee**”) whose membership, authority and responsibilities shall be as set out herein.

The primary function of the Committee is to assist the board of directors (the “**Board**”) of the Governing GP in fulfilling its oversight responsibilities of the accounting and financial reporting practices and procedures on behalf of PMF REIT and its applicable subsidiaries (collectively, the “**Entities**”), the adequacy of internal accounting controls and procedures, and the quality and integrity of the financial statements of the Entities. In addition, the Committee is responsible for selecting, retaining and monitoring the independence and performance of PMF REIT’s external auditors, including overseeing the audit and interim review of PMF REIT’s financial statements, and pre-approving all non-audit services for which the external auditors of PMF REIT may be engaged; and providing an avenue of communication among the external auditors, management and the Board. Further, the Committee is responsible for overseeing the Entities’ policies, management systems and performance with respect to environmental health and safety.

#### Membership

1. The Committee shall consist of at least three members of the Board all of whom shall be independent as determined in accordance with applicable securities laws, rules, regulations and guidelines (collectively, “Securities Laws”). In particular, each member of the Committee must be independent of management and free from any interest, business or other relationship which could, or could reasonably be perceived to, materially interfere with the member’s ability to act in the best interests of PMF REIT.
2. All Committee members shall be financially literate. For this purpose, financial literacy shall mean the ability of a member to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by PMF REIT’s financial statements. At least one member should have accounting or related financial expertise and should be able to analyze and interpret a full set of financial statements, including notes, in accordance with International Financial Reporting Standards.
3. Members shall be appointed by the Board and shall serve until the earlier to occur of: (i) the date on which he or she shall be replaced by the Board, (ii) the date on which he or she resigns from the Committee, (iii) the date on which he or she ceases to be a director (a “Director”) of PMF REIT, or (iv) the termination of the next annual meeting.
4. The Board shall appoint one of the Directors elected to the Committee as the Chair of the Committee. In the absence of the Chair of the Committee at any meeting, the members shall elect a Chair from those in attendance to act as Chair of the meeting.
5. The secretary of the Committee will be the Chief Financial Officer, the Corporate Secretary, or such other person as is selected by the Committee.

#### Procedural Matters

1. The Committee shall meet as frequently as required, but no fewer than four times annually and at least quarterly. A majority of the Committee members, but not less than two, shall constitute a quorum. A majority of members present at any meeting at which a quorum is present may act on behalf of the Committee. The Committee may meet by telephone or videoconference and may take action by unanimous written consent with respect to matters that may be acted upon without a formal meeting. The Committee shall maintain minutes or other records of meetings and activities of the Committee.

2. The Chief Financial Officer and the Corporate Secretary shall, in consultation with the Chair of the Committee, develop the agenda for meetings of the Committee. The agenda and information concerning the business to be conducted at each Committee meeting shall, to the extent possible, be communicated to the members of the Committee sufficiently in advance of each meeting to permit meaningful review.
3. The Committee shall, through its Chair, report regularly to the Board following the meetings of the Committee, addressing such matters as the quality of PMF REIT's financial statements, the Entities' compliance with legal or regulatory requirements in relation to those matters within the Committee's purview, the performance and independence of the external auditors, the performance of any internal audit function and other matters related to the Committee's functions and responsibilities.
4. Notice of a meeting of the Committee may be given orally or by letter, electronic mail, facsimile transmission or telephone not less than 24 hours before the time fixed for the meeting; provided, however, that a member may in any manner waive a notice of a meeting and attendance of a member at a meeting is a waiver of notice of the meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.
5. The Committee may invite such other persons (e.g., the Chief Executive Officer and the Chief Financial Officer) to its meetings, as it deems necessary. All other Directors that are not members of the Committee may attend Committee meetings but may not vote.
6. The external auditors shall be invited to make presentations to the Committee as appropriate.
7. The Committee at any time may, and at each regularly scheduled meeting shall, meet without management present, and shall meet with the external auditors, without management present, at each meeting at which the external auditors are in attendance.
8. The Chair, any two members of the Committee, the external auditors, the Chief Executive Officer or the Chief Financial Officer may call a special meeting of the Committee at any time.

#### **General Responsibilities**

1. The Committee's principal responsibility is one of oversight. PMF REIT's management is responsible for preparing PMF REIT's financial statements and other disclosure documentation required by applicable Securities Laws, and PMF REIT's external auditors are responsible for auditing and/or reviewing those financial statements. In carrying out these oversight responsibilities, the Committee is not required to provide any expert or special assurance as to PMF REIT's financial statements or any professional certification as to the external auditors' work.
2. Nothing contained herein is intended or may be construed to impose on any member of the Committee a standard of care or diligence that is in any way more onerous or extensive than the standard to which all Board members are subject. Although the designation of a Committee member as being financially literate or having accounting or related financial expertise for disclosure purposes is based on that individual's education and experience, which that individual will bring to bear in carrying out his or her duties on the Committee, such designation does not impose any duties, obligations or liability greater than the duties, obligations and liability imposed on such person as a member of the Committee and the Board in the absence of such designation.
3. While the Committee has the responsibilities set forth herein, it is not the duty of the Committee to prepare financial statements, plan or conduct audits, manage the Entities' exposure to risk, certify or guarantee the internal or external audit of PMF REIT or to determine that the financial statements and disclosures are complete and accurate and are in accordance with International Financial Reporting Standards and applicable rules and regulations. These are the responsibilities of management and the external auditors, as applicable. The Committee, its Chair and Committee members are members of the Board, appointed to the Committee to provide broad oversight of the financial, risk and control related activities and processes of PMF REIT, and are specifically not accountable or responsible for the day-to-day operation or performance of such activities.

## Specific Responsibilities

The specific responsibilities of the Committee are:

### 1. Internal Control

- (a) Evaluating whether management is setting the appropriate “control culture” by communicating the importance of internal control and the management of risk and ensuring that all employees have an understanding of their roles and responsibilities.
- (b) Reviewing annually the adequacy and quality of PMF REIT’s financial and accounting staffing, the need for and scope of internal audit reviews, and the plan, budget and the designations of responsibilities for any internal audit.
- (c) Reviewing annually with the external auditors, any significant matters regarding PMF REIT’s internal controls and procedures over financial reporting that have come to their attention during the conduct of their annual audit, and review whether internal control recommendations made by the auditors have been implemented by management.
- (d) Reviewing major risk exposures (whether financial, operating or otherwise) and the guidelines and policies that management has put in place to govern the process of monitoring, controlling and reporting such exposures.
- (e) Establishing procedures for the receipt, retention and treatment of any complaints received by the Entities regarding internal controls or auditing matters, including procedures to enable confidential, anonymous submissions to be made by employees of PMF REIT and its subsidiaries concerning questionable accounting, internal accounting controls or auditing matters; reviewing any issues or complaints raised pursuant to such procedures and annually reviewing PMF REIT’s Whistleblower Policy and Code of Business Ethics and recommend any amendments to the Nominating and Governance Committee.
- (f) Reviewing and approving any related party transactions outside of the ordinary course of business, or any material amendment thereto prior to the transaction being entered into.

### 2. Financial Reporting

#### (a) General

- (i) Gaining an understanding of the current areas of financial risk and how management is managing these areas of risk effectively.
- (ii) Considering with the external auditors any fraud, illegal acts, deficiencies in internal control or other similar issues.
- (iii) Reviewing significant accounting and reporting issues, including recent professional and regulatory pronouncements, and understand their impact on the financial statements.
- (iv) Reviewing all critical accounting policies and practices used by PMF REIT, including all alternative treatments of financial information under International Financial Reporting Standards that have been discussed with the external auditors.
- (v) Reviewing any legal matters that could significantly impact the financial statements.
- (vi) Overseeing the work of the external auditor engaged for the purpose of preparing or issuing an auditor’s report or performing other audit, review or attest services for PMF REIT, including the

resolution of any disagreements between management and the external auditor regarding financial reporting.

- (vii) Reviewing the quarterly CEO and CFO certifications and any sub-certifications from senior management in respect of disclosure controls and procedures and internal controls over financial reporting.
  - (viii) Reviewing the internal control report prepared by management, including management's assessment of the effectiveness of PMF REIT's internal controls over financial reporting and disclosure controls and procedures and any related report by the independent auditors.
  - (ix) Receiving the certification from the Chief Financial Officer on compliance with statutory liabilities.
  - (x) Reviewing with management and the external auditors the effect of off-balance sheet transactions and structures on the financial statements.
- (b) Annual Financial Statements
- (i) Reviewing and recommending to the Board for approval the annual financial statements and management's discussion and analysis ("MD&A") and determining whether they are accurate, complete and consistent with the information known to Committee members; assessing whether the financial statements reflect appropriate accounting principles.
  - (ii) Focusing on judgmental areas, for example those involving valuation of assets and liabilities; warranty, product or environmental liability; litigation reserves; and other commitments and contingencies; assessing whether such judgments and estimates are reasonable.
  - (iii) Meeting with management and the external auditors to review the financial statements and the results of the audit.
  - (iv) Reviewing the other sections of the annual report before its release and considering whether the information is accurate, complete and consistent with members' knowledge about PMF REIT and its operations.
  - (v) Reviewing the post-audit or management letter from the external auditors and management's response and follow-up in respect of any identified issues.
- (c) Annual Information Form, Earnings Releases, Interim Financial Statements, Analysts' Briefings and Other Public Disclosures
- (i) Remaining briefed on how management develops the annual information form, earnings releases, interim financial information, MD&A statements, analysts' briefings and other public disclosures and the extent to which the external auditors review such information.
  - (ii) Assessing the fairness, accuracy and completeness of the interim financial statements and MD&A disclosures, and obtaining explanations from management and internal and external auditors on whether:
    - a) actual financial results for the interim period varied significantly from budgeted or projected results;
    - b) changes in financial ratios and relationships in the interim financial statements are consistent with changes in PMF REIT's operations and financing practices;



- c) International Financial Reporting Standards have been consistently applied;
  - d) there are any actual or proposed changes in accounting or financial reporting practices;
  - e) there are any significant or unusual events or transactions;
  - f) PMF REIT's financial and operating controls are functioning effectively;
  - g) the preliminary announcements and interim financial statements contain adequate and appropriate disclosures; and
  - h) there are any breaches of debt covenants.
- (iii) Reviewing, discussing with management and the external auditors PMF REIT's annual information form, financial statements, MD&A, annual and interim earnings news releases, prospectuses and financial information in other public reports and public filings before PMF REIT publicly discloses them.
- (iv) Being satisfied that adequate procedures are in place for review of PMF REIT's public disclosure of financial information extracted or derived from PMF REIT's financial statements, other than those referred to above immediately above and periodically assessing the adequacy of such procedures.

### 3. External Audit

- (a) Reviewing the external auditors' proposed audit scope, staffing and approach and ensure no unjustified restrictions or limitations have been placed on the scope.
- (b) Approving the fees for the audit and interim reviews to be performed by the external auditors.
- (c) Reviewing the qualifications and performance of the external auditors and reviewing the external auditors' report on its internal quality control procedures.
- (d) Considering the independence of the external auditor, including reviewing the range of services provided in the context of all consulting services procured by the Entities and ensuring the rotation of the lead audit partner and the audit partner with responsibility for reviewing the audit in accordance with Securities Laws.
- (e) Making recommendations to the Board regarding the appointment and re-appointment of the external auditors.
- (f) Reviewing and approving the employment of any partner, employee, former partner or former employee of the external auditor or a former external auditor.
- (g) Ensuring that significant findings and recommendations made by the external auditors are received and discussed on a timely basis.
- (h) Ensuring that management responds to recommendations by the external auditors.
- (i) Pre-approving the retention of the independent auditor for any non-audit service and the fee for such service. The Committee may satisfy the pre-approval requirement if:
  - (i) the aggregate amount of all the non-audit services that were not pre-approved constitutes no more than five per cent of the total amount of revenues paid by PMF REIT to its independent auditors during the fiscal year in which the services are provided;

- (ii) the services were not recognized by PMF REIT at the time of the engagement to be non-audit services; and
- (iii) the services are promptly brought to the attention of the Committee and are approved, prior to the completion of the audit, by the Committee or by one or more members of the Committee to whom authority to grant such approvals has been delegated by the Committee.

The Committee may delegate to one or more independent members the authority to pre-approve non-audit services provided that the pre-approval of non-audit services by any member to whom authority has been delegated must be presented to the full Committee at its first scheduled meeting following such pre-approval.

4. Compliance With Laws And Regulations

- (a) Reviewing the effectiveness of the system for monitoring compliance with laws and regulations (including insider reporting) and the results of management's investigation and follow-up (including disciplinary action) of any fraudulent acts or non-compliance.
- (b) Obtaining regular updates from management and PMF REIT's legal counsel regarding compliance matters.
- (c) Being satisfied that all regulatory compliance matters have been considered in the preparation of the financial statements.
- (d) Reviewing the findings of any examinations by regulatory agencies.

5. Compliance With PMF REIT's Code Of Business Ethics

- (a) Ensuring that PMF REIT's Code of Business Ethics is in writing and that arrangements are made for all employees to be aware of its contents.
- (b) Evaluating whether management is setting the appropriate "tone at the top" by communicating the importance of the Code of Business Ethics and the guidelines for acceptable behavior.
- (c) Reviewing the process for monitoring compliance with PMF REIT's Code of Business Ethics.
- (d) Obtaining regular updates from management regarding compliance and reviewing any issues of non-compliance.

6. Environmental, Health and Safety

- (a) The Committee shall review the actions taken by management to ensure that PMF REIT has proper systems for implementing policies with respect to environmental and occupational health and safety and property safety matters including waste management, and that such systems to involve appropriate standards, education, supervision and inspection taking into account risk management practices in the industry to which they are to apply.
- (b) The Committee shall review the actions taken by management to ensure that employees are: (a) aware of the Entities' policies with respect to environmental, occupational health and safety and property safety, and (b) expected to deal with environmental, occupational health and safety, and property safety problems expeditiously or to bring such problems to the attention of appropriate management personnel.
- (c) The Committee shall receive and review periodic reports from management and such independent consultants, if any, as the Committee shall consider appropriate, on environmental, occupational health and safety, and property safety matters, such reports to note in particular any significant government requests for action and the manner of dealing with the same.

- (d) The Committee shall receive and review periodic reports from management on current and emerging issues and proposed legislation in environmental, occupational health and safety, and property safety matters as they may affect the Entities' operations and shall bring to the attention of the Board such issues as it shall think appropriate.
- (e) The Committee shall bring to the attention of the Board any serious problems or deviations that management cannot deal with expeditiously or within reasonable economic bounds.
- (f) The Committee shall undertake such additional activities within the scope of its responsibilities as it shall deem appropriate in its discretion.

7. Reporting Responsibilities

- (a) Regularly updating the Board about Committee activities and making appropriate recommendations.
- (b) Ensuring the Board is aware of matters that may significantly impact the financial condition or affairs of the business of PMF REIT.
- (c) Reviewing and updating these terms of reference and recommending any amendments to the Nominating and Governance Committee.
- (d) Evaluating the Committee's own performance, and of its member, annually, including a review of the compliance of the Committee with these terms of reference.
- (e) The Committee shall annually review transactions involving directors and officers, including a review of travel expenses and entertainment expenses, related party transactions and any conflicts of interests.

**Authority**

The Board grants authority to the Committee, within the scope of its responsibilities, to:

- (a) Study or investigate any matter of interest or concern that the Committee considers appropriate or necessary.
- (b) Seek any information it requires from any employee (and all employees are directed to co-operate with any request made by the Committee) or external parties and review all books and records of the Entities.
- (c) Obtain outside legal or other professional advice as deemed necessary and to set and authorize the compensation to be paid to such advisors at PMF REIT's expense.
- (d) Ensure the attendance of officers of PMF REIT at meetings as appropriate.
- (e) Communicate directly with the external auditors or any internal auditors.
- (f) Delegate its authority and duties to subcommittees or individual members of the Committee as it deems appropriate.
- (g) Approve PMF REIT's key accounting and finance policies.

## Appendix C

### AMENDMENTS TO THE LIMITED PARTNERSHIP AGREEMENT (REMOVAL OF MANAGING GP)

The following amendments are proposed to be made to Pure Multi-Family's Amended and Restated Limited Partnership Agreement (the "Agreement") dated as of August 21, 2015:

1. The deletion of the Recital paragraphs and their replacement with:
  - A. The Limited Partnership was formed by filing the Declaration under the *Limited Partnerships Act* (Ontario) and since its formation has been governed by the limited partnership agreement of the Limited Partnership dated May 8, 2012, as amended and restated as of May 28, 2015 and as further amended and restated as of August 21, 2015 (the "**Partnership Agreement**");
  - B. The Limited Partnership was initially constituted with two general partners, Pure Multi-Family REIT (GP) Inc. as its governing general partner and Pure MultiFamily Management Limited Partnership (the "**Managing GP**") as its managing general partner;
  - C. Pursuant to an asset management agreement made between the Limited Partnership and the Managing GP (the "**Asset Management Agreement**"), the Managing GP was engaged to provide certain advisory, management and administrative services to the Limited Partnership at no cost to the Limited Partnership;
  - D. Pursuant to the Partnership Agreement, the Managing GP was granted the full power and authority to administer, manage and control the matters enumerated in the Asset Management Agreement until the termination thereof;
  - E. Pursuant to the Partnership Agreement, the Managing GP shall be removed as the managing general partner of the Limited Partnership upon the termination of the Asset Management Agreement;
  - F. The Asset Management Agreement was terminated in September, 2016 and, as a result, the Managing GP no longer has the power, authority or responsibility to manage or control any matters related to the Limited Partnership;
  - G. Pure Multi-Family REIT (GP) Inc. and the Managing GP have agreed that it would be in order to remove the Managing GP as a general partner of the Limited Partnership;
  - H. Pure Multi-Family REIT (GP) Inc., as the remaining general partner, and the Unitholders wish to amend and restate the Partnership Agreement in its entirety and enter into this Agreement;
2. The deletion of the definitions of "Asset Management Agreement", "Determination Event", "Managing GP", "Market Capitalization", "Specified Time" and "Target Distribution".
3. The deletion of the definition of "Mandatory Conversion Event" and its replacement with:

**"Mandatory Conversion Event** means the sale of substantially all of the assets of the Limited Partnership or the liquidation of the Limited Partnership."
4. The deletion of the definition of "Specified Ratio" and its replacement with:

**"Specified Ratio** means 13.329175."

5. The change of “Governing GP” to “General Partner” throughout the Agreement.
6. The deletion of all references to the Managing GP and corresponding amendments to verb tense and other.
7. The deletion of all references to the Asset Management Agreement, which has been terminated.
8. The reordering of several Sections relating to the General Partner, as a result of the removal of references to the Managing GP, and the deletion of duplicated Sections.
9. The deletion of Section 2.9 (Capital Contributions) which relates to the initial capital contributions upon formation of Pure Multi-Family.
10. The deletion of Sections 13.9(a) and 17.3(g) which related to distributions of Distributable Cash during the Initial Period, which has expired.

## Appendix D

### AMENDMENTS TO THE LIMITED PARTNERSHIP AGREEMENT (REMOVAL OF RESTRICTIONS ON CLASS B UNITS)

The following amendments are proposed to be made to Pure Multi-Family's Amended and Restated Limited Partnership Agreement (the "Agreement") dated as of August 21, 2015:

1. The deletion of Section 11.1(f) and its replacement with the following, thereby limiting the number of Class B Units to the 200,000 Class B Units currently issued:

"(f) The aggregate number of Class B Units which is authorized and may be issued is 200,000."

2. The deletion of Section 11.3 (Re-designation of Class B Units) and its replacement with the following, thereby allowing the Class B Units to be re-designated in part:

**"Re-designation of Class B Units**

A Class B Unitholder shall have the right, at any time, to exercise the Conversion Rights in respect of any of the Class B Units, provided that:

the Limited Partnership is legally entitled to comply with its obligations in connection with the exercise of the Conversion Rights; and

- (a) the Class B Unitholder who exercises the Conversion Rights complies with all applicable securities laws.

In addition, the Class B Unitholders as a group shall exercise the Conversion Rights upon the occurrence of a Mandatory Conversion Event.

A Class B Unitholder wishing to exercise the Conversion Rights shall deliver execute and deliver to the General Partner notice that they have elected to cause the Limited Partnership to re-designate some or all of their Class B Units into Class A Units, and the number of Class B Units which they wish to be so re-designated. Upon receipt of such notice, the Limited Partnership shall cause the Class B Units specified in such notice to be re-designated into that number of Class A Units which is equal to the Specified Ratio multiplied by the number of Class B Units specified in such notice on and as of the date set out in such notice, and thereafter the Class B Units specified in such notice shall exist for all purposes as Class A Units. The Limited Partnership shall, as soon as practicable after such delivery of an original copy of the instrument of conversion, issue and deliver or cause to be issued and delivered to such Class B Unitholder, or to CDS on their behalf, a certificate or certificates for the number of Class A Units to which the Class B Unitholder shall be entitled. No fractional Class A Units shall be issued upon any Conversion. The Class B Unitholder entitled to receive the Class A Units issuable upon any such re-designation shall, as pertains to such Class A Units, be treated for all purposes as the holder of such Class A Units."

3. The deletion of Section 12.1 (Lock-up Arrangements) and Section 12.2 (Assignment Restriction), thereby allowing a holder of Class A Units arising from the re-designation of Class B Units to sell, offer, assign, tender, pledge or "lock-up", as applicable, such units.

## Appendix E

### AMENDED AND RESTATED RESTRICTED UNIT PLAN

#### ARTICLE 1 DEFINED TERMS AND INTERPRETATION

1.1 Where used herein, the following terms shall have the following meanings, respectively:

- (a) **“Affiliate”** means an affiliated entity as defined in NI 45-106 and **“affiliated”** has a corresponding meaning. For greater certainty, an Affiliate includes the Governing GP of the REIT, Pure Multi-Family Management Limited Partnership and Sunstone Multi-Family Investments Inc.;
- (b) **“Approved Holder”** means any person or group of persons acting in concert which, immediately prior to a Change of Control Event hold, directly or indirectly, a sufficient number of the outstanding voting Units or other securities of the REIT to affect materially the control of the REIT;
- (c) **“Business Day”** means a day on which there is trading on the TSX Venture Exchange or such other stock exchange on which the Units are then listed and posted for trading, and if none, a day that is not a Saturday or Sunday or a national legal holiday in Canada;
- (d) **“Cause”** in relation to the termination of the employment of any Participant with the REIT or its Affiliates, has the meaning as such term is defined in the Participant’s employment agreement with the REIT or such Affiliates, or, if such term is not so defined or if the Participant has not entered into an employment agreement with the REIT or such Affiliates, then as such term is defined by applicable law;
- (e) **“Change of Control Event”** means the occurrence of any one of the events set out below:
  - (i) an acquisition, directly or indirectly, of voting Units or other securities of the REIT (including securities of the REIT which on conversion will become voting Units or securities) by any person or group of persons acting in concert (other than an Approved Holder or any person or group of persons acting in concert with an Approved Holder) such that such person or group of persons are able for the first time to affect materially the control of the REIT;
  - (ii) a merger, amalgamation or consolidation of the REIT with or into another entity, or any other reorganization, if more than 50% of the combined voting power of the continuing or surviving entity’s securities outstanding immediately after are owned by persons who were not unitholders or security holders of the REIT immediately prior to such merger, amalgamation, consolidation or reorganization;
  - (iii) the exercise of the voting power of all or any Units or other securities of the REIT so as to cause or result in the election of a majority of the directors of the Governing GP who were not previously incumbent directors thereof;
  - (iv) a tender offer, an exchange offer, a take-over bid or any other offer or bid by an entity, person or group (other than the REIT, a wholly owned subsidiary of the REIT, or an Approved Holder) of more than 50% of the issued and outstanding Units and other securities of the REIT; or
  - (v) the sale, transfer or disposition by the REIT of all or substantially all of the assets of the REIT,

provided that, an event will not constitute a Change of Control Event if its sole purpose is to change the jurisdiction of the REIT or to create a holding company or other corporation, partnership or trust that will be owned in substantially the same proportions by the persons who held Units or other securities of the REIT immediately before such event; and provided further, a Change of Control Event will be deemed not

- to have occurred with respect to a Participant if such Participant is the acquiror or part of the acquiring group that consummates the Change of Control Event;
- (f) **“Committee”** means the Compensation Committee of the Governing GP;
  - (g) **“Consultant”** means a person that:
    - (i) is engaged to provide services to the REIT or an Affiliate of the REIT, other than services provided in relation to a distribution, as such term is defined in the *Securities Act* (Ontario);
    - (ii) provides the services under a written contract with the REIT or an Affiliate of the REIT; and
    - (iii) spends or will spend a significant amount of time and attention on the affairs and business of the REIT or an Affiliate of the REIT;
  - (h) **“Disability”** means, with respect to a Participant, any physical or mental state of the Participant such that as a result of illness, disease, mental or physical disability or similar cause, the Participant is unable to fulfill his or her obligations under his or her employment agreement or consulting agreement with the REIT or its Affiliates or Subsidiaries, if any, either for any consecutive six month period or for any six months (whether or not consecutive) in any consecutive 24 month period;
  - (i) **“Distribution Restricted Unit”** has the meaning set out in Section 4.1;
  - (j) **“Eligible Director”** means a director of the Governing GP who is not an employee of the Governing GP or the REIT or a director of a Participating Entity who is not an employee of the Participating Entity;
  - (k) **“Eligible Person”** means any employee, director, officer or partner of a Participating Entity and any Consultant (and includes any such person who is on a leave of absence authorized by a Participating Entity);
  - (l) **“Expiry Date”** means, with respect to a Vested Restricted Unit, December 31 of the third year following the year in which the grant of the Vested Restricted Units related;
  - (m) **“Fair Market Value”** means the volume weighted average price of the Units on the principal Canadian stock exchange on which the Units are traded for the 20 trading days immediately preceding the applicable day. If the Units are not listed on the TSX Venture Exchange, the Fair Market Value shall be the value established by the Committee based on the price per Unit on any other public exchange on which the Units are listed, or if the Units are not listed on any public exchange, by the Committee acting in good faith;
  - (n) **“Good Reason”** means the occurrence, without the Participant’s consent, of any of the following (except temporarily during any period of incapacity or disability of the Participant):
    - (i) a material and detrimental change in the title, positions, duties and responsibilities, authority or status of the Participant with the Governing GP or the REIT, as applicable, such that, immediately after such change, the Participant’s title, positions, duties and responsibilities, authority or status (as applicable) is or are not substantially equivalent to those assigned to the Participant immediately prior to such change;
    - (ii) the assignment to the Participant of duties and responsibilities which are materially inconsistent with his title or positions and which are materially detrimental to those applicable immediately prior to such change;
    - (iii) a requirement that the Participant cease reporting directly to the Governing GP’s board of directors or the board of directors of any successor entity to the Governing GP;



- (iv) the relocation of the REIT's current principal offices in Vancouver to a location more than one hundred (100) kilometres from the relevant location;
- (v) a material breach by the Governing GP or the REIT of the Participant's employment agreement;
- (vi) a material reduction by the Governing GP or the REIT of the Participant's base salary as set out in the Participant's employment agreement;
- (vii) the elimination by the Governing GP or the REIT of its annual incentive bonus program as it affects the Participant or a reduction in the Participant's target for any bonus compensation; provided that, notwithstanding the foregoing, Good Reason shall not include: (A) reasonable changes in any measures and objectives within the Governing GP's or the REIT's annual incentive bonus program or as used for the determination of any bonus compensation from time to time nor variations in any bonus compensation awards to the Participant based on the Governing GP's board of directors good faith determination of achievement of relevant measures and objectives; nor (B) changes which are reasonably compensated for by alternative compensation provided to or made available to the Participant (including, without limitation, by base salary, benefits, short term or long term incentive compensation), such alternative compensation being viewed in aggregate; or
- (viii) the Governing GP's or the REIT's failure to permit or to continue the Participant's participation in any long term incentive compensation plan (including the Plan) which is made available generally to other senior executives of the Governing GP or the REIT unless an alternative plan or plans providing reasonably comparable rights or entitlements is or are substituted; provided that, notwithstanding the foregoing, Good Reason shall not include; (A) any reasonable variations in the level or type of long term incentive compensation (whether Restricted Units, Units or otherwise) that may be awarded to the Participant from time to time, including the Governing GP's board of directors exercising its good faith discretion not to make any award to the Participant or the terms and conditions of any grant of long term incentive compensation; nor (B) changes which are reasonably compensated for by alternative compensation provided to or made available to the Participant (including, without limitation, by base salary, benefits, short term or long term incentive compensation), such alternative compensation being viewed in aggregate,

provided that, however, the occurrence of any event described in this definition shall constitute Good Reason only if the Participant has, within thirty (30) days of the occurrence of such event, given written notice to the Governing GP and the REIT and the relevant circumstances or conditions are not remedied by the Governing GP or the REIT within thirty (30) days after receipt by the Governing GP and the REIT of such written notice from the Participant;

- (o) "**Governing GP**" means Pure Multi-Family REIT (GP) Inc., the governing general partner of the REIT;
- (p) "**Grant Agreement**" means the agreement between the REIT and a Participant, in such form as may be approved by the Governing GP, under which Restricted Units are granted, together with such amendments, deletions or changes thereto as are permitted under the Plan;
- (q) "**Grant Date**" means the date upon which a Restricted Unit is granted pursuant to the terms of the Plan;
- (r) "**Insider**" if used in relation to the REIT, means a Reporting Insider of the REIT that is:
  - (i) a director or senior officer of the REIT or an Affiliate thereof,
  - (ii) a director or senior officer of a company that is an Insider or subsidiary of the REIT or an Affiliate thereof,

- (iii) a person that beneficially owns or controls, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all outstanding voting securities of the REIT, or
- (iv) the REIT or an Affiliate thereof, in the event that the REIT or such Affiliate hold any securities of the REIT;
- (s) “**NI 45-106**” means National Instrument 45-106 as amended from time to time;
- (t) “**NI 55-104**” means National Instrument 55-104 as amended from time to time
- (u) “**Non-Employee Director**” means a director of the Governing GP who is not an employee or senior officer of the Governing GP or the REIT;
- (v) “**Participant**” means any Eligible Person to whom a Restricted Unit is granted;
- (w) “**Participating Entity**” means the REIT and such of its Affiliates and Subsidiaries as are designated by the Governing GP from time to time;
- (x) “**Payout Amount**” means, with respect to each Vested Restricted Unit, the Fair Market Value of such Vested Restricted Unit on the Redemption Date, in accordance with Section 6.3 hereof;
- (y) “**Plan**” means this Restricted Unit Plan, as the same may be further amended or varied from time to time;
- (z) “**Pure US Apartments REIT**” means Pure US Apartments REIT Inc., a corporation formed under the laws of Maryland;
- (aa) “**Redemption Date**” means the date upon which the REIT receives or is deemed to have received a Redemption Notice from a Participant which, for greater certainty, shall not be later than 30 Business Days prior to the Expiry Date with respect to a Vested Restricted Unit;
- (bb) “**Redemption Notice**” has the meaning ascribed thereto in Section 6.1 hereof;
- (cc) “**Reimbursement Period**” means the period commencing on the date which is the earlier of the first public issuance or filing with the applicable securities regulatory bodies in the jurisdictions in which the REIT is reporting, as applicable, of the REIT’s financial statements requiring restatement and ending on the date that is 12 months after such date;
- (dd) “**REIT**” means Pure Multi-Family REIT LP, a limited partnership formed under the laws of the Province of Ontario and includes any successors thereto;
- (ee) “**Reporting Insider**” means a reporting insider as defined in NI 55-104;
- (ff) “**Restricted Unit**” means a right granted to an Eligible Person to receive an amount equal to the Payout Amount pursuant to the terms of this Plan;
- (gg) “**Subsidiary**”, in relation to the REIT, means any body corporate, trust, partnership, joint venture, association or other entity of which more than 50% of the total voting power of shares or units of ownership or beneficial interest entitled to vote in the election of directors (or members of a comparable governing body) is owned or controlled, directly or indirectly, by the REIT;
- (hh) “**Units**” means the Class A Units of the REIT;
- (ii) “**Unitholder**” means at any time a Person that is a limited partner in the REIT and who is the beneficial owner of one or more Units;

- (jj) **“Vested Restricted Unit”** means any Restricted Unit and Distribution Restricted Unit which has vested and become eligible for redemption pursuant to the provisions of Sections 5.1 and 4.2 hereof;
  - (kk) **“Vesting Date”** has the meaning ascribed thereto in Section 5.1 hereof; and
  - (ll) **“Vesting Period”** means the period commencing on the Grant Date and ending on the Vesting Date.
- 1.2 Words importing the singular number only shall include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders. References in this Plan to “this Plan”, “hereto”, “herein”, “hereof”, “hereby”, “hereunder”, and similar expressions shall be deemed, in the absence of express language to the contrary, to refer to this Plan and not to any particular article, section or portion hereof and include any and every agreement or other instrument supplemental or ancillary hereto or in implementation hereof (including but not limited to the various Grant Agreements).
- 1.3 The headings of the articles, sections and clauses are inserted herein for convenience of reference only and shall not affect the meaning of construction thereof.
- 1.4 The Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 1.5 The Plan is intended to comply with the provisions of Section 409A of Title 26 of the United States Code *Internal Revenue Code* (the “**Code**”). In the event of any ambiguity between the Plan and the Code, for Participants subject to the Code the terms and conditions of the Plan shall be interpreted in accordance with Section 409A of the Code.

## **ARTICLE 2 PURPOSES OF THE PLAN**

- 2.1 The purposes of the Plan are to:
- (a) support the achievement of the REIT’s performance objectives;
  - (b) ensure that interests of directors of the Governing GP, key management and key employees are aligned with the success of the REIT;
  - (c) provide incentive bonus compensation which is calculated based on the grant of Restricted Units and the appreciation in value of the Units (including distributions payable in respect thereof) from the Grant Date until the Redemption Date, thereby rewarding the efforts of Participants in respect of the REIT and providing additional incentive for their continued efforts in promoting the growth and success of the business of the REIT; and
  - (d) to attract, retain and motivate directors of the Governing GP, key management and key employees critical to the long-term success of the REIT and the Participating Entities.

## **ARTICLE 3 GRANT OF RESTRICTED UNITS**

- 3.1 The incentive compensation bonus contemplated under the Plan will be granted in the form of Restricted Units.
- 3.2 Restricted Units may be granted by the Governing GP to any Participant in respect of services rendered (or to be rendered) by the Participant in respect of the REIT.
- 3.3 Each Restricted Unit and Distribution Restricted Unit will give the Participant the right to receive, upon each Vesting Date with respect to such portion of the Restricted Units and Distribution Restricted Units which have vested pursuant to the provisions of Sections 4.2, 5.1 or 6.8 hereof and in accordance with the terms of the Grant

Agreement relating to such Restricted Unit (and Distribution Restricted Units) an amount equal to the Payout Amount.

- 3.4 Each grant of a Restricted Unit will be set forth in a Grant Agreement containing terms and conditions required in this Article 3 and such other terms and conditions not inconsistent herewith as the directors of the Governing GP, in their sole discretion, may deem appropriate. Before the initial grant of a Restricted Unit to a Participant, a copy of the Plan will be delivered to such Participant.
- 3.5 Except as otherwise provided herein and subject to the terms hereof, the number of Restricted Units subject to each grant, how the Payout Amount is satisfied and other terms and conditions relating to each such Restricted Unit shall be determined by the directors of the Governing GP.
- 3.6 Restricted Units (including fractional Restricted Units) granted to a Participant shall be credited to the Participant's Restricted Unit Account on the Grant Date.

#### **ARTICLE 4 DISTRIBUTION UNITS, PERFORMANCE FACTOR AND PERFORMANCE CRITERIA**

- 4.1 When distributions are paid on the Units, additional Restricted Units shall be credited to the Participant's restricted unit account (a "**Restricted Unit Account**") as of the distribution payment date. The number of additional Restricted Units (including fractional Restricted Units) ("**Distribution Restricted Units**") to be credited to the Participant's Restricted Unit Account shall be determined by dividing the dollar amount of the distributions payable in respect of the Restricted Units allocated to the Participant's Restricted Unit Account by the Fair Market Value per Unit on the date credited. For greater clarity, and subject to the discretion of the directors of the Governing GP, Distribution Restricted Units will continue to be credited to the Participant's Restricted Unit Account until all of the Participant's Restricted Units and Distribution Restricted Units therein have been redeemed in accordance with the terms hereof.
- 4.2 Distribution Restricted Units shall vest at the same time and in the same proportion as the associated Restricted Units. The Expiry Date applicable to Distribution Restricted Units shall be the same as that applicable to the associated Restricted Units.
- 4.3 The number of a Participant's Restricted Units and Distribution Restricted Units which vest shall be the number of Restricted Units and Distribution Restricted Units credited to the Participant's Restricted Unit Account during the Vesting Period multiplied by a performance factor, if any, determined by the directors of the Governing GP from time to time and set out in the Grant Agreement. Subject to the terms of the respective grant agreement, the maximum performance factor will not exceed 200%.
- 4.4 The directors of the Governing GP may establish performance criteria the achievement of which may be a condition precedent to the grant of the whole or part of any Restricted Units granted hereunder.

#### **ARTICLE 5 VESTING OF RESTRICTED UNITS**

- 5.1 Subject to the provisions of Sections 6.5 to 6.8, inclusive, Restricted Units and any associated Distribution Restricted Units granted or earned, as applicable, hereunder shall, unless otherwise determined by the directors of the Governing GP and as specifically set out in the Grant Agreement, vest and become available for redemption on the third anniversary of the Grant Date (the "**Vesting Date**"). Upon the Vesting Date in respect of a Restricted Unit and any associated Distribution Restricted Units, the Participant shall then be entitled to redeem such Vested Restricted Units in accordance with the provisions of Section 6.1 hereof, and upon such redemption, receive the Payout Amount in respect of such redeemed Vested Restricted Units.
- 5.2 Notwithstanding any other provision of the Plan or a Grant Agreement, Restricted Units granted hereunder shall terminate, cease to be redeemable and be of no further force and effect after the Expiry Date.

- 5.3 The directors of the Governing GP may, in their discretion, subsequent to the time of granting a Restricted Unit, permit the vesting of all or any portion of an unvested Restricted Unit and any associated Distribution Restricted Units then outstanding and granted to or earned by, as applicable, the Participant under this Plan, in which event all such unvested Restricted Units and associated Distribution Restricted Units then outstanding and granted to or earned by, as applicable, the Participant shall be deemed to be immediately vested and available for redemption during such period of time as may be specified by the directors of the Governing GP. Notwithstanding the foregoing, accelerated vesting shall be subject to regulatory approval, including approval of the TSX Venture Exchange, if applicable.

## ARTICLE 6 REDEMPTION OF RESTRICTED UNITS

- 6.1 A Vested Restricted Unit which has become available for redemption may be redeemed by the Participant at any time and from time to time after the Vesting Date and prior to the Expiry Date by delivery to the Governing GP at the registered office of the REIT of a written notice of election to redeem (the “**Redemption Notice**”) in a form approved by the directors of the Governing GP, such election to be addressed to the Governing GP specifying the number of Vested Restricted Units to be redeemed. Unless Vested Restricted Units are deemed to have been redeemed pursuant to Section 6.2, a Vested Restricted Unit may not be redeemed except in accordance with this Section 6.1.
- 6.2 If, by 5:00 pm (Vancouver time) on an Expiry Date relating to any Vested Restricted Units, there remains any Vested Restricted Units in respect of which a Redemption Notice has not been received by the Governing GP as contemplated herein, such Vested Restricted Units shall be deemed to have been redeemed and the Governing GP shall be deemed to have received a Redemption Notice immediately prior to 5:00 pm (Vancouver time) on the Expiry Date in respect of such Vested Restricted Units. In the case of any deemed redemption pursuant to this Plan, the Payout Amount of the Vested Restricted Units so redeemed shall be satisfied in the manner determined by the directors of the Governing GP, in their sole discretion.
- 6.3 On the Redemption Date in respect of the applicable Vested Restricted Units, the REIT shall redeem all such Vested Restricted Units specified in the Redemption Notice and satisfy payment of the Payout Amount by, at the election of the REIT:
- (a) making a lump sum cash payment (subject to any applicable withholdings) in respect of all full and fractional Vested Restricted Units to be redeemed equal to the number of Vested Restricted Units redeemed on such date multiplied by the Fair Market Value per Unit determined as at such date; or
  - (b) transferring to the Participant one Unit purchased on the open market for each full Vested Restricted Unit and making a lump sum cash payment in respect of any fractional Vested Restricted Unit (subject, in each case, to any applicable withholdings);
  - (c) issuing to the Participant one Unit in the REIT for each full Vested Restricted Unit and making a lump sum cash payment in respect of any fractional Vested Restricted Unit (subject, in each case, to any applicable withholdings); or
  - (d) any combination of 6.3(a), (b) and (c),
- to each applicable Participant.
- 6.4 The REIT shall pay or satisfy the Payout Amount to the Participant on a date within 30 Business Days following a Redemption Date.
- 6.5 Notwithstanding the provisions of Sections 5.1 and 4.2 hereof and subject to any express resolution passed at any time by the directors of the Governing GP in respect of the grant of Restricted Units to any one or more Participants to extend the period of time in which such Restricted Units and associated Distribution Restricted Units may be redeemed, provided that such extension is not beyond the Expiry Date, if a Participant’s employment

with the Governing GP, the REIT or any of their Affiliates or Subsidiaries, as the case may be, is terminated or is alleged to have been terminated for Cause, or in the event of the resignation of a Participant as an employee, director of the Governing GP, the REIT or any of their Affiliates or Subsidiaries, as the case may be, any Restricted Units granted to such Participant hereunder (and associated Distribution Restricted Units) which have not yet vested, and, if applicable, for which any performance factor conditions have not been satisfied, as at the date of such termination or resignation (in this Section, the “**Termination Date**”), shall terminate and be of no further force or effect from and after the Termination Date, and, if applicable, shall be deemed to have not been satisfied, respectively, and any Vested Restricted Units of such Participant or Participants shall be deemed to have been redeemed without any performance factor adjustment, if applicable, and the Governing GP shall be deemed to have received a Redemption Notice in respect of such Vested Restricted Units on the Termination Date.

6.6 Either:

- (a) in the event of the retirement of a Participant as an employee of the Governing GP, the REIT or any of their Affiliates or Subsidiaries, the Disability of a Participant or the termination of the employment of a Participant with the Governing GP, the REIT or any of their Affiliates or Subsidiaries for any reason other than for Cause (and whether or not such termination is with reasonable notice);
- (b) where a Participant ceases to be a Consultant; or
- (c) where a Participant ceases to be a director of the Governing GP or of an Affiliate or Subsidiary of the REIT, as the case may be,

and in each of the above events (each, a “Terminating Event”), notwithstanding such Participant not otherwise continuing to qualify hereunder as a Participant:

- (d) a fraction of any Restricted Units granted to such Participant hereunder (and associated Distribution Restricted Units) which have not yet vested, and, if applicable, for which any performance factor conditions have not been satisfied, as at the date of the Terminating Event, shall remain outstanding and shall immediately vest and become available for redemption, and, if applicable, shall be deemed to have been satisfied at the actual level of performance, respectively, the numerator of which fraction shall be the number of whole months between the Grant Date and the date of the Terminating Event and the denominator of which fraction shall be the number of whole months between the Grant Date and the Vesting Date; and
- (e) any Vested Restricted Units as at the date of the Terminating Event, as adjusted by the performance factor, if applicable, shall be deemed to have been redeemed and the Governing GP shall be deemed to have received a Redemption Notice in respect of such Vested Restricted Units on the date of the Terminating Event.

6.7 Notwithstanding the provisions of Sections 5.1 and 4.2 hereof and subject to any express resolution passed at any time by the directors of the Governing GP with respect to the grant of Restricted Units to any one or more Participants to extend the period of time in which such Restricted Units may be redeemed, provided that such extension is not beyond the Expiry Date, upon the death of a Participant, any Restricted Units granted to such Participant hereunder (and any associated Distribution Restricted Units), and, if applicable, for which any performance factor conditions have not been satisfied, as at the date of the death, shall remain outstanding and shall immediately vest and become available for redemption, and, if applicable, shall be deemed to have been satisfied at the target level of performance, respectively. Any Vested Restricted Units as at the date of death, as adjusted by the performance factor, shall be deemed to have been redeemed and the Governing GP shall be deemed to have received a Redemption Notice in respect of such Vested Restricted Units on the date of death. Notwithstanding Section 6.4 hereof, the REIT shall satisfy payment of the Payout Amount in accordance with the terms of the Plan as soon as practicable after the deemed receipt of the Redemption Notice under this Section 6.7.

6.8 On the occurrence of a Change of Control Event or proposed transaction resulting in a Change of Control Event, the directors of the Governing GP may, in their discretion, do any of the following:

- (a) the directors of the Governing GP may, in a fair and equitable manner, determine the manner in which any Restricted Units granted to a Participant hereunder (and any associated Distribution Restricted Units) which have not yet vested, and, if applicable, for which any performance factor conditions have not been satisfied, will be treated including, without limitation, requiring the acceleration of the time for the vesting of any unvested Restricted Units (and any associated Distribution Restricted Units), deemed satisfaction of the performance factor conditions, payment of the Payout Amount in respect of redemptions of any unvested Restricted Units (and any associated Distribution Restricted Units) which are subject to accelerated vesting including any performance factor conditions relating thereto, and the Expiry Date of such unvested Restricted Units (and any associated Distribution Restricted Units);
- (b) the directors of the Governing GP, or any person which is or would be the successor to the REIT or which may issue securities in exchange for Units upon the Change of Control Event becoming effective, may offer any Participant a new or replacement security (each, a “**Replacement Restricted Unit**”) into which the Units are changed or are convertible or exchangeable, on a basis proportionate to any cash or Units to which a Participant is entitled with respect to a previous grant of Restricted Units hereunder (and any associated Distribution Restricted Units) which have not yet vested (and otherwise substantially upon the terms of the grant of Restricted Units being replaced, including any performance factor conditions, or upon terms no less favourable to the Participant) including, without limitation, the periods during which the Restricted Units (and any associated Distribution Restricted Units) may vest and expire; and in such event, the Participant shall be deemed to have released his right to any cash or Units to which the Participant is entitled with respect to any previous grant of Restricted Units (and any associated Distribution Restricted Units) which have not yet vested and such unvested Restricted Units (and any associated Distribution Restricted Units) shall be deemed to have lapsed and be cancelled;
- (c) if, for any reason, the directors of the Governing GP are not able to offer to a Participant Replacement Restricted Units on a basis proportionate to any cash or Units to which such Participant is entitled with respect to a previous grant of Restricted Units hereunder (and any associated Distribution Restricted Units) which have not yet vested (and otherwise substantially upon the terms of the grant of Restricted Units being replaced, including any performance factor conditions, or upon terms no less favourable to the Participant) upon a Change of Control Event becoming effective, all Restricted Units granted to such Participant hereunder and (any associated Distribution Restricted Units) which have not yet vested shall immediately vest and shall be available for redemption by the Participant; and/or
- (d) if a Participant’s employment with the Governing GP, the REIT or any of their Affiliates or Subsidiaries or a successor to the REIT is terminated for any reason other than for Cause or the Participant resigns from the Governing GP, the REIT or any of their Affiliates or Subsidiaries or a successor to the REIT for Good Reason within 12 months after the occurrence of a Change of Control Event, any Restricted Units granted to such Participant hereunder (and any associated Distribution Restricted Units), including any Replacement Restricted Units issued to replace such Restricted Units (and associated Distribution Restricted Units), which have not yet vested, and, if applicable, for which any performance factor conditions have not been satisfied, as at the date of such termination or resignation, shall immediately vest and shall be available for redemption by the Participant, and, if applicable, shall be deemed to have been satisfied at the target level of performance, respectively.

Subsections 6.8(a), (b), (c) and (d) are intended to be permissive and may be utilized independently or successively in combination or otherwise, and nothing therein contained shall be construed as limiting or affecting the ability of the directors of the Governing GP to deal with a Participant’s Restricted Units, associated Distribution Restricted Units and the performance factor conditions in any other manner. All determinations by the directors of the Governing GP under this Section 6.8 will be final, binding and conclusive for all purposes.

- 6.9 For greater certainty, a person’s status as a Participant and any grant of Restricted Units hereunder shall not be affected by the Participant ceasing to be a director, officer, employee or partner of the Governing GP, the REIT, or any of their Affiliates or Subsidiaries or a Consultant, provided that the Participant continues to otherwise qualify as a Participant hereunder and to be eligible to receive grants of Restricted Units under the provisions of this Plan.

- 6.10 A Participant shall have no further rights respecting any Restricted Unit or Distribution Restricted Unit which has been redeemed.
- 6.11 Any payment of the Payout Amount under the Plan shall be subject to the provision that the REIT may, in its sole discretion, require the Participant to reimburse the REIT for any amounts required to be paid by the REIT to any taxing or other governmental authority on behalf of the Participant or on its own behalf in respect of such payment to such Participant including, without limitation, excise, employment or income taxes, Canada/Quebec Pension Plan Contributions and Employment Insurance premiums required to be withheld from amounts payable by the REIT to the Participant. In lieu thereof, the payment of the Payout Amount under the Plan is conditional upon the REIT's reservation, in the discretion of the directors of the Governing GP, of the right to withhold, consistent with any applicable law, from any compensation or other amounts payable to the Participant, any amounts required to be paid by the REIT to any taxing or other governmental authority on behalf of the Participant or its own behalf under any federal, state, provincial or local law as a result of the issuance or purchase of Units or the payment of cash under the Plan. To the extent that compensation or other amounts, if any, payable to the Participant are insufficient to pay any amounts required to be so paid by the REIT, the REIT may, in its sole discretion, require the Participant, as a condition to the issuance of Units from treasury or the purchase on his behalf of any Units under the Plan, to pay in cash or by certified cheque to the REIT an amount sufficient to cover such liability or otherwise make adequate provision to the REIT's satisfaction of its obligations under federal, state, provincial and/or local law, and the REIT is authorized, without limitation, to:
- (a) hold the unit certificate to which the Participant is entitled upon the issuance or purchase of such Units as security for the payment of such obligation, until cash (through the issuance of distributions in respect of such Units) sufficient to pay that liability has accumulated;
  - (b) retain some or all of the Units issuable in connection with such issuance or purchase under the Plan, having a fair market value at the date of the issuance or purchase of such Units which is equal to the amount of the Governing GP's obligations set forth above; or
  - (c) direct the Participant's selling broker to withhold from the proceeds realized from the sale of such Units an amount which is equal to the Governing GP's obligations set forth above and to pay such amount directly to the Governing GP.
- 6.12 Any payment of the Payout Amount to the Governing GP's chief executive officer and/or chief financial officer (each, an "**Executive**") during the Reimbursement Period in respect of a redeemed Vested Restricted Unit based on the satisfaction of a performance factor condition under the Plan, and any profits realized by the Executive from the sale of securities of the REIT issued to such Executive under the Plan during the Reimbursement Period, shall be subject to the provision that the directors of the Governing GP may, in their discretion, require the Executive to reimburse the REIT for all or a portion of such payment and/or profits, as applicable, in situations where:
- (a) the Payout Amount in respect of the performance factor received by the Executive was calculated based upon, or contingent on, the achievement of certain financial results that were subsequently the subject of or affected by a restatement of all or a portion of the REIT's financial statements;
  - (b) the Executive engaged in gross negligence, intentional misconduct or fraud that caused or partially caused the need for the restatement; and
  - (c) the Payment Amount in respect of the performance factor payment received by the Executive would have been lower had the REIT's financial results been properly reported.

## ARTICLE 7 UNITS SUBJECT TO THE PLAN

- 7.1 The number of Units reserved for issuance under the Plan may not exceed 2,000,000 Units.



- 7.2 The number of Units reserved for issuance to any one person under the Plan must not exceed 1% of the aggregate issued and outstanding Units.
- 7.3 The number of Units:
- (a) issued to Insiders within any one year period, and
  - (b) issuable to Insiders at any time,
- under the Plan, or when combined with all of the REIT's other security based compensation arrangements, will not exceed 10% of the issued and outstanding Units, respectively.
- 7.4 The number of Units issuable to Non-Employee Directors under the Plan, or when combined with all of the REIT's other security based compensation arrangements, will not exceed an annual equity award value of \$150,000 per Non-Employee Director.

## ARTICLE 8 AMENDMENT AND TERMINATION

- 8.1 The board of directors of the Governing GP will not require unitholder approval to suspend, amend or terminate this Plan, Restricted Units or Distribution Restricted Units, for, without limitation, the following:
- (a) to extend or restrict eligibility for participation in the Plan;
  - (b) any amendment of a grammatical or typographical nature;
  - (c) any amendment to the vesting provisions of a Restricted Unit or an associated Distribution Restricted Unit or the Plan; and
  - (d) any amendment to the termination provisions of a Restricted Unit or an associated Distribution Restricted Unit or the Plan which does not entail an extension beyond the Expiry Date.

None of the foregoing amendments may adversely affect any previous grant of Restricted Units or payment of a Payout Amount in respect of a vested or redeemed Restricted Unit or deprive any Participant or his legal representative of any cash or Units to which such Participant is entitled with respect to previous grants of Restricted Units which have not yet vested, except to the extent required by law. Any such amendment shall, if required, be subject to the prior approval of, or acceptance by, any stock exchange on which the Units are listed and posted for trading and the Participant or his legal representative.

Notwithstanding the provisions contained herein, unitholder approval will be required for:

- (e) an extension of the term, under this Plan benefiting an Insider;
- (f) any amendment to remove or to exceed the limits set out in sections 7.3 and/or 7.4 hereof;
- (g) an increase to the maximum number of securities issuable (except for the purpose of complying with applicable securities laws or the Limited Partnership Agreement, rules and regulations of any regulatory authority to which the REIT is subject, including the TSX Venture Exchange); and
- (h) amendments to any amending provision within this Plan.

For Subsection 8.3(e)–(g), the votes of securities held directly or indirectly by Insiders benefiting directly or indirectly from the amendment must be excluded. For Subsection 8.3(g)–(h), the votes of securities held directly or indirectly by Insiders entitled to receive a benefit directly or indirectly under the arrangement must be excluded. In addition to the above exclusions, for Subsection 8.3(h), where the amendment will disproportionately

benefit one or more Insiders over other participants under this Plan, the votes of securities held directly or indirectly by those Insiders receiving the disproportionate benefit must be excluded.

- 8.2 Notwithstanding the provisions of this Article 8, should changes be required to the Plan by any securities commission, stock exchange or other governmental or regulatory body of any jurisdiction to which the Plan or the REIT now is or hereafter becomes subject, such changes shall be made to the Plan as are necessary to conform with such requirements and, if such changes are approved by the directors of the Governing GP, the Plan, as amended, shall be filed with the records of the REIT and shall remain in full force and effect in its amended form as of and from the date of its adoption by the directors of the Governing GP.
- 8.3 Notwithstanding any other provision of this Plan, the directors of the Governing GP may at any time by resolution terminate this Plan, provided that any such termination shall not have any effect on previously granted and unvested or unredeemed Restricted Units.

#### **ARTICLE 9 ADMINISTRATION OF THE PLAN**

- 9.1 Subject to the Committee reporting to the directors of the Governing GP on all matters relating to this Plan and obtaining approval of the board of directors of the Governing GP for those matters required by the Committee's mandate, this Plan will be administered by the Committee which has the sole and absolute discretion to:
- (a) interpret and administer the Plan;
  - (b) establish, amend and rescind any rules and regulations relating to the Plan;
  - (c) recommend to the directors of the Governing GP which Eligible Persons may receive grants of Restricted Units;
  - (d) recommend to the directors of the Governing GP any terms and conditions applicable to any grant of Restricted Units, including performance conditions and vesting;
  - (e) recommend to the directors of the Governing GP any amendment to any awarded Restricted Unit to the extent the directors of the Governing GP could have made the initial grant of the Restricted Unit, with the consent of the Participant where amendments are materially adverse to the Participant; and
  - (f) make any other recommendations that the Committee deems necessary or desirable for the administration of the Plan.
- 9.2 The Committee may correct any defect or supply any omission or reconcile any inconsistency in the Plan, in the manner and to the extent the Committee deems, in its sole and absolute discretion, necessary or desirable.
- 9.3 Any decision of the Committee with respect to the administration and interpretation of the Plan shall be conclusive and binding on the Participants.

#### **ARTICLE 10 LIABILITY**

- 10.1 Neither the Governing GP, the directors of the Governing GP, the REIT or any person acting on their direction or authority shall be liable for anything done or omitted to be done by the Governing GP, directors of the Governing GP, the REIT or any such person with respect to the price, time, quantity or other conditions and circumstances of the issuance or purchase of Units under the Plan or with respect to any fluctuations in the market price of the Units or in any other connection under the Plan, unless such act or omission constitutes willful misconduct or gross negligence on the part of the Governing GP, directors of the Governing GP, the REIT or any such person.

**ARTICLE 11**  
**GOVERNMENTAL REGULATIONS**

- 11.1 The REIT's obligation to purchase and deliver Units under the Plan is subject to the approval of any governmental authority required in connection with the authorization, issuance or purchase and sale of such Units.
- 11.2 Governmental regulations and any stock exchange on which the Units are listed may impose reporting or other obligations on the REIT with respect to the Plan. For example, the REIT may be required to identify Restricted Units granted under the Plan on its Unit ownership records or Unitholder information circulars and send tax information to employees and former employees who transfer title to Units acquired under the Plan.

**ARTICLE 12**  
**OTHER**

- 12.1 Nothing contained in the Plan or in any Restricted Unit or Distribution Restricted Unit will confer upon any Participant any right to the continuation of the Participant's employment by a Participating Entity or interfere in any way with the right of any Participating Entity at any time to terminate that employment or to increase or decrease the compensation of the Participant.
- 12.2 The REIT and its Affiliates and Subsidiaries expressly reserve the right to dismiss any Participant at any time without liability for the effect which such dismissal might have upon him or her as a Participant of the Plan other than as expressly provided for herein. No reasonable notice or payment in lieu thereof will extend the period of employment for purposes of the Plan.
- 12.3 The provisions of a Participant's employment agreement, if any, which are contrary to the provisions of this Plan shall supersede the provisions of this Plan.
- 12.4 Nothing contained herein will prevent the directors of the Governing GP from adopting other or additional compensation arrangements for the benefit of any Participant, subject to any required regulatory or security holder approval.
- 12.5 To the extent any individual holds any rights under the Plan, such rights (unless otherwise determined by the Committee) shall be no greater than the rights of an unsecured general creditor of the REIT.
- 12.6 Rights respecting Restricted Units and Distribution Restricted Units shall not be transferable or assignable other than by will or the laws of descent and distribution.
- 12.7 Restricted Units and Distribution Restricted Units shall not be considered Units nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership of Units, nor shall any Participant be considered the owner of Units.
- 12.8 The amount of any compensation deemed to be received by a Participant as a result of the grant, vesting or redemption of Restricted Units or Distribution Restricted Units will not constitute compensation with respect to which any other employee benefits of that Participant are determined, including, without limitation, benefits under any bonus, pension, profit-sharing, insurance or salary continuation plan, except as otherwise specifically determined by the Committee.
- 12.9 It is the responsibility of the Participant to complete and file any tax returns which may be required under the tax laws governing the Participant within the periods specified in those laws as a result of the Participant's participation in the Plan. No Participating Entity shall be held responsible for any tax consequences to a Participant as a result of the Participant's participation in the Plan.
- 12.10 No Participating Entity shall be liable to any Participant for any loss resulting from a decline in the market value of any Units.

