

AMENDED AND RESTATED OFFERING MEMORANDUM

This Amended and Restated Offering Memorandum constitutes an offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities. No securities commission or similar authority in Canada, the United States of America or elsewhere has reviewed this Offering Memorandum or has in any way passed upon the merits of the securities offered hereunder and any representation to the contrary is an offence. This Offering Memorandum is not, and under no circumstances is it to be construed as a prospectus or advertisement or a public offering of these securities. No person is authorized to give any information or make any representation not contained in this Offering Memorandum in connection with the offering of these securities and, if given or made, any such information or representation may not be relied upon.

The securities offered under this Offering Memorandum have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") or any state securities law and may not be offered or sold in the United States or to U.S. persons except in compliance with the registration requirements of the U.S. Securities Act and applicable state securities laws or pursuant to an exemption therefrom.

Continuous Offering

January 30, 2023

Alignvest Student Housing Real Estate Investment Trust

ALIGNVEST STUDENT HOUSING

REIT Units

Minimum Purchase: \$25,000

Alignvest Student Housing Real Estate Investment Trust ("**Alignvest Student Housing REIT**" or the "**REIT**"), is an unincorporated open-ended investment trust formed under the laws of Ontario on May 4, 2018 pursuant to the Declaration of Trust (as defined herein). The REIT is offering an unlimited number of class A units (the "**Class A REIT Units**") and class F units (the "**Class F REIT Units**" and together with the Class A REIT Units, the "**REIT Units**") on a continuous basis pursuant to this confidential amended and restated offering memorandum (the "**Offering Memorandum**"). The REIT Units are being distributed to investors on a private placement basis on the basis that the REIT is exempt from the requirement to prepare and file a prospectus with the relevant Canadian securities regulatory authorities.

The objectives of Alignvest Student Housing REIT are to: (i) provide holders of the REIT Units (each, a "**Unitholder**") with stable and growing cash distributions, payable monthly and, to the extent reasonably possible, tax deferred, from investments primarily in a diversified portfolio of student housing assets located in Canada (including but not limited to purpose-built student accommodation or "**PBSA**" assets); and (ii) maximize REIT Unit value through the efficient management of the REIT's properties and through the future acquisition of additional assets.

The REIT expects to generate returns to Unitholders through both current income and long-term appreciation of its assets targeting an annual distribution to Unitholders of \$6.00 per REIT Unit for each calendar year, which amount may be adjusted from time to time.

The REIT intends to use the net proceeds of the Offering combined with cash-on-hand and mortgage debt to indirectly purchase, through Canadian Student Living Group Limited Partnership ("**CSL**"), high-quality student housing assets in Canada. Schedule "A" to this Offering Memorandum lists student housing assets that the REIT has indirectly entered into purchase agreements to acquire and Schedule "B" to this Offering Memorandum describes student housing assets that are indirectly owned by the REIT. Alignvest Student Housing Inc. (the "**General Partner**") is the general partner of CSL.

The REIT Units have the same rights and attributes in all respects with the exception that the Class A REIT Units are indirectly subject to a management fee charged in relation to the corresponding Class A LP Units of CSL held by the REIT charged by the General Partner. Subscription agreements between each subscriber for REIT Units (each, a "**Subscriber**") and the REIT ("**Subscription Agreements**") and cleared funds received on or before the last Business Day (as defined herein) of each month (or such other date as may be determined by the trustees of the REIT (the "**Trustees**")) are accepted on the last Business Day of such month (or on such other as may be determined by the Trustees) (each, a "**Closing Date**"). Subscription Agreements received after a Closing Date for a particular month are accepted on the next Closing Date. Class A REIT Units and Class F REIT Units are issued at a price per Class A REIT Unit and Class F REIT Unit, respectively, equal to the Fair Market Value (as defined herein) for each of the Class A REIT Units and Class F REIT Units on the applicable Closing Date. The Trustees calculate and announce the Fair

Market Value of the REIT Units approximately 10 days prior to each Closing Date. See “*Declaration of Trust and Description of Units-Issuance of Units*” and “*Closing Dates for Offering*”. REIT Units may be surrendered on monthly basis for redemption on the applicable Redemption Date (as defined herein) for the Redemption Price (as defined herein) determined as of the last Business Day of the month, provided a redemption request is made in writing to the REIT at least 30 days prior to the applicable Redemption Date.

Alignvest Management Corporation, the controlling shareholder of the General Partner, or investment funds managed and/or advised by or affiliated with Alignvest Management Corporation (the “**Alignvest Investor**”), has made an investment of more than \$20,000,000 in Class F REIT Units (the “**Alignvest Commitment**”). The Class F REIT Units were acquired by the Alignvest Investor on the same terms as third-party Subscribers on June 18, 2018 (the “**Commitment Date**”). The Alignvest Commitment will remain in invested the REIT for minimum period five years from the Commitment Date and may thereafter be reduced or fully redeemed.

The minimum initial investment in the REIT Units for Subscribers resident in any province or territory of Canada (the “**Offering Jurisdictions**”) who qualify as “accredited investors” (as such term is defined in National Instrument 45-106 *Prospectus Exemptions* (“**NI 45-106**”) and, in Ontario, as such term is defined in Section 73.3 of the *Securities Act* (Ontario)) is \$25,000. The Trustees, in their discretion, may accept subscriptions on behalf of the REIT for lesser amounts subject to compliance with Securities Laws (as defined herein). A minimum subsequent investment in REIT Units of \$1,000 applies to existing Unitholders after their initial purchase of REIT Units.

The REIT Units are offered for sale by the REIT on a private placement basis through Alignvest Capital Management Inc. (“**Alignvest Capital**”) pursuant to the Distribution Agreement (as hereinafter defined and through other qualified dealers in the Offering Jurisdictions. Under the Distribution Agreement, Alignvest Capital acts as non-exclusive distributor of REIT Units and the General Partner reimburses Alignvest Capital for its expenses in relation to such distribution. **The REIT is a “connected issuer” of Alignvest Capital under Securities Laws in connection with the distribution of REIT Units.** See “*Conflicts of Interest*”.

Alignvest Student Housing REIT is not a trust company and is not registered under applicable legislation governing trust companies as it does not carry on or intend to carry on the business of a trust company. The REIT Units are not “deposits” within the meaning of the *Canadian Deposit Insurance Corporation Act* (Canada) and are not insured under the provisions of that act or any other legislation.

NOTICE TO SUBSCRIBERS

The information contained in this Offering Memorandum and delivered in connection with the private placement of the REIT Units by the REIT, is for the confidential use of only those Persons to whom it is delivered in connection with the Offering solely for the purpose of considering the purchase of the REIT Units and is not to be used for any other purpose or made available to anyone not directly concerned with the decision regarding such purchase. By their acceptance of the delivery of this Offering Memorandum, prospective investors agree that this Offering Memorandum is personal to them, that they will not transmit, reproduce or make available to anyone this Offering Memorandum or any information contained herein nor will prospective investors use such information for any purpose other than for making an investment decision regarding the purchase of REIT Units. Distribution of this Offering Memorandum by you to any Person other than those Persons retained to advise you is unauthorized, and any disclosure of any of the contents of this Offering Memorandum without out prior written consent is prohibited.

Purchasers of REIT Units must qualify to invest in accordance with the requirements of Securities Laws of the jurisdiction in which they reside. Purchasers of REIT Units are required to make certain representations regarding their eligibility under Securities Laws to purchase the REIT Units, as set out in the Subscription Agreement. Subscriptions are received (including through the investment fund order system, Fundserv) subject to rejection or allocation in whole or in part and the Trustees reserve the right to close the subscription books at any time without notice.

The distribution of the REIT Units is being made on a private placement basis only and is exempt from the requirement that Alignvest Student Housing REIT prepare and file a prospectus with the relevant Canadian securities regulatory authorities. Accordingly, any resale of the REIT Units must be made in accordance with Securities Laws which may require resales to be made in accordance with prospectus and dealer registration requirements or exemptions from the prospectus and dealer registration requirements. Subscribers of REIT Units are advised to seek legal advice prior to any resale of the REIT Units.

An investment in REIT Units is speculative. A Subscription for REIT Units should be considered only by Person (as defined herein) financially able to maintain their investment and who can bear the risks of loss associated with an investment in the REIT.

Investing in the REIT Units involves significant risks. There is currently no secondary market through which the REIT Units may be sold and there can be no assurance that any such market will develop. A return on an investment in REIT Units of Alignvest Student Housing REIT is not comparable to the return on an investment in a fixed-income security. The recovery of an initial investment is at risk, and the anticipated return on such an investment is based on many performance assumptions. Although Alignvest Student Housing REIT intends to make regular distributions of its available cash to Unitholders, such distributions may be reduced or suspended. The actual amount distributed will depend on numerous factors, including Alignvest Student Housing REIT's financial performance, debt covenants and obligations, interest rates, the occupancy rates of student housing assets, redemption requests, working capital requirements and future capital requirements. In addition, the market value of the REIT Units may decline if Alignvest Student Housing REIT is unable to meet its cash distribution targets in the future, and that decline may be material. It is important for an investor to consider the particular risk factors that may affect the industry in which it is investing and therefore the stability of the distributions that it receives. There can be no assurance that income tax laws and the treatment of mutual fund trusts will not be changed in a manner which adversely affects Alignvest Student Housing REIT or the REIT Unitholders. See "Risk Factors".

Transfer of the REIT Units is subject to approval by the Trustees and the REIT Units are also subject to resale restrictions under Securities Laws. Persons who receive this Offering Memorandum must inform themselves of, and observe, all applicable restrictions with respect to the acquisition or disposition of REIT Units under Securities Laws. Redemptions of REIT Units will be suspended in certain circumstances.

The REIT Units are not listed on any securities exchange or any automated quotation system, and currently there is no public market for the REIT Units. It is not anticipated that a public market will ever develop for the REIT Units.

No person is authorized to provide any information or to make any representation not contained in this Offering Memorandum and any information or representation, other than that contained in this Offering Memorandum, must not be relied upon. This Offering Memorandum is a confidential document furnished solely for the use of prospective purchasers who, by acceptance hereof, agree that they will not transmit, reproduce or make available this document or any information contained in it.

This Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy securities within the United States or by residents of the United States. There will be no sale of these securities in any jurisdiction in which such offer, solicitation, or sale would be unlawful.

References to "\$", "CDN \$", "C\$", or "Dollars" are to Canadian Dollars.

FORWARD LOOKING STATEMENTS

This Offering Memorandum contains "forward-looking information". Forward-looking information includes, but is not limited to, information with respect to the operations, investment strategy and processes of the REIT and CSL, the scaling of the REIT's portfolio and the benefits of such scaling to Unitholders, the use of proceeds from the Offering, the growth of CSL's properties' revenues and NOI, the participation of the REIT in student housing development projects, as well as the REIT's and CSL's ability to identify and conclude transactions with acquisition targets and complete subsequent liquidity events, and goals with respect to ESG initiatives. Generally, forward-looking information can be identified by the use of forward-looking terminology such as "plans", "expects", or "does not expect", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates", or "does not anticipate", or "believes" or variations of such words and phrases or state that certain actions, events or results "may", "could", "would", "might", or "will be taken", "occur", or "be achieved". Forward-looking information is subject to known and unknown risks, uncertainties and other factors that may cause the actual results, level of activity, performance or achievements of the REIT, to be materially different from those expressed or implied by such forward-looking information, including risks associated with the real estate equity industry such as economic and market conditions, the ability to raise sufficient capital, the ability to identify and conclude acquisitions of suitable investment opportunities and complete liquidity events on favorable terms. Implicit in this forward-looking information are assumptions regarding the general economy, debt financing availability, availability of investment opportunities, lease turn-over, the counter-cyclical nature of the student housing market, international student growth in Canada, the growth of student housing generally in Canada, the creation of large-scale consolidated owner/operators driving the long-term institutionalization and development of the Canadian student housing sector, the anticipated benefits of portfolio scaling, the ability of the REIT to optimize a

property's operating performance, trends in student housing and the supply and demand of student housing in Canada, and interest rates. These assumptions, although considered reasonable by the REIT based on information currently available to it, may prove to be incorrect. Although the General Partner has attempted to identify important factors that could cause actual results to differ materially from those contained in forward-looking information, there may be other factors that cause results not to be as anticipated, estimated or intended. There can be no assurance that such forward-looking information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such information. Accordingly, readers should not place undue reliance on forward-looking information. The REIT does not undertake to update any forward-looking information, except in accordance with Securities Laws.

The forward-looking statements contained in this Offering Memorandum reflect the current beliefs of the Trustees and management of the General Partner with respect to future events and are based on information currently available. These statements involve significant known and unknown risks, uncertainties and assumptions. Many factors could cause the REIT's actual results, performance or achievements to be materially different from any future results, performance or achievements that may be expressed or implied by such forward-looking statements, including, without limitation, those listed in "Risk Factors". Should one or more of these risks or uncertainties materialize, or should assumptions underlying the forward-looking statements prove incorrect, actual results, performance or achievements could vary materially from those expressed or implied by the forward-looking statements contained herein. These risks include those related to real property ownership generally, student housing, the illiquidity of real property investments, obtaining debt financing on favorable terms, no assurance that the targeted properties will be acquired, the concentration of the portfolio in one sector, possible failure to complete any or all targeted acquisitions, general risks associated with acquisitions and due diligence related matters, possible failure to realize expected returns on acquisitions, integration of the assets on a post-acquisition basis and the ability to successfully manage and operate the assets, appraisals of the assets may not be accurate, the ability of the properties to generate income, risk associated with developing the properties, competition from other comparable properties, credit risks associated with tenants of the properties, an increase in the supply of comparable properties in the same market, competition in the market for tenants, rent control, risks related to prices of utilities, energy, and property tax, changes in interest rates, general economic conditions, geographic concentration of the portfolio, the potential of or uninsured losses, the potential for litigation or other legal proceedings, a lack of cash available to make distributions to Unitholders, changes in government regulation, environmental matters, the liability of Unitholders, dependence of operations on key personnel, failure or unavailability of computer and data processing systems and software, cyber security risks, potential conflicts of interest, risks specific to tax matters, critical estimates, assumptions and judgments related to the preparation of financial statements may be incorrect, a lack of independent experts representing the Unitholders in relation to the purchase of REIT Units, the potential necessity of joint arrangements with third parties, dilution of the REIT Units, restrictions on potential growth related to reliance on operating cash flow, inability to make future investments due to obligations to satisfy existing financial obligations, restricted redemption rights, that Unitholders do not have the same rights as shareholders of a corporation, an absence of a public market for the REIT Units, that the REIT Units are not a direct investment in student housing assets indirectly acquired by the REIT, and a lack of credit rating of the REIT Units.

This Offering Memorandum may also contain information that constitutes future-oriented financial information or financial outlook information, all of which are subject to the same assumptions, risk factors, limitations and qualifications set forth above. Such information includes statements regarding annual distribution targets to Unitholders. Readers are cautioned that the assumptions used in the preparation of such information, although considered reasonable at the time of preparation, may prove to be imprecise or inaccurate and, as such, undue reliance should not be placed on such future-oriented financial information or financial outlook information. The REIT's actual results, performance and achievements could differ materially from those expressed in, or implied by, such future-oriented financial information or financial outlook information. The REIT has included such information for use by prospective investors in their evaluation of potential investment in the REIT. Such information may not be appropriate for other purposes and readers are cautioned that such information should not be used for purposes other than those for which it has been disclosed herein. Future-oriented financial information or financial outlook information contained herein was made as of the date of this Offering Memorandum.

The forward-looking statements contained in this Offering Memorandum are expressly qualified by this cautionary statement.

MARKETING MATERIALS AND DOCUMENTS INCORPORATED BY REFERENCE

The investment summary in respect of the Offering and the presentation of the REIT in respect of the Offering and any other marketing materials relating to the distribution of REIT Units under this Offering Memorandum and delivered or made available to prospective Subscribers prior to the termination of the distribution of the REIT Units, are hereby specifically incorporated by reference into and form a part of this Offering Memorandum.

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

INDUSTRY DATA AND OTHER STATISTICAL INFORMATION

This Offering Memorandum includes industry data and other statistical information that the REIT has obtained from independent industry publications, government publications and other published independent sources. Such publications and reports generally state that the information contained therein has been obtained from sources believed to be reliable. Although the REIT believes these publications and reports to be reliable, it has not independently verified any of the data or other statistical information contained therein, nor has it ascertained or validated the underlying economic or other assumptions relied upon by these sources and cannot, and does not, provide any representation or assurance as to the accuracy or completeness of the information or data, or the appropriateness of the information or data for any particular analytical purpose and, accordingly, disclaims any liability in relation to such information and data.

ELIGIBILITY FOR INVESTMENT

Provided that, at all times, Alignvest Student Housing REIT qualifies as a “mutual fund trust” for the purposes of the *Income Tax Act*, (Canada), as amended (the “**Tax Act**”), the REIT Units will be qualified investments under the Tax Act and the regulations thereunder for trusts governed by a registered retirement savings plan (“**RRSP**”), registered retirement income fund (“**RRIF**”), registered disability savings plan (“**RDSP**”), registered education savings plan (“**RESP**”), deferred profit sharing plan, and tax free savings account (“**TFSA**”).

Notwithstanding that REIT Units may be qualified investments for a trust governed by a TFSA, RRSP, RDSP, RESP, or RRIF (each, a “Prescribed Plan”), the holder of a TFSA or RDSP, the annuitant of an RRSP or RRIF, or the subscriber of an RESP (each, a “Controlling Individual”) will be subject to a penalty tax if the REIT Units are a “prohibited investment” (as defined in the Tax Act) of the Prescribed Plan. The REIT Units will not be a prohibited investment of a Prescribed Plan if the Controlling Individual (i) deals at arm’s length with the Alignvest Student Housing REIT for the purposes of the Tax Act, and (ii) does not have a “significant interest” (as defined in the Tax Act) in the Alignvest Student Housing REIT. In addition, the REIT Units will not be a “prohibited investment” of a Prescribed Plan if the REIT Units are “excluded property” (as defined in the Tax Act) of the Prescribed Plan. Prospective investors who intend to hold their REIT Units in a Prescribed Plan should consult with their own tax advisors regarding the application of the foregoing having regard to their particular circumstances.

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OFFERING SUMMARY

OVERVIEW:

Alignvest Student Housing Real Estate Investment Trust (“**Alignvest Student Housing REIT**” or the “**REIT**”) is an unincorporated, open-ended investment trust established under the laws of the Province of Ontario on May 4, 2018 and operating pursuant to an amended and restated declaration of trust dated as of October 1, 2022, as the same may be further amended, restated or supplemented from time to time (the “**Declaration of Trust**”).

The objectives of Alignvest Student Housing REIT are to: (i) provide Unitholders with stable and growing cash distributions, payable monthly and, to the extent reasonably possible, tax deferred, from investments primarily in a diversified portfolio of student housing assets located in Canada (including but not limited to purpose-built student accommodation or “**PBSA**” assets); and (ii) maximize REIT Unit value through the efficient management of the REIT’s properties and through the future acquisition of additional assets.

Alignvest Student Housing REIT will seek to generate what the Trustees and management of the General Partner believe are attractive risk-adjusted returns for Subscribers in the student housing sector by focusing on (1) indirectly acquiring high-quality operating assets in attractive student housing markets; (2) taking advantage of its early-mover position to consolidate the industry; (3) improving the underlying operations of purchased assets; and (4) maximizing economies of scale and creating operational savings by integrating the operations of assets to enhance long-term margins, control and value realization for Unitholders. From time to time, the REIT may also allocate capital to student housing developments or the repurposing of assets into student housing, in partnership with third-party developers or with Campus Assets Inc. (“**Campus Assets**”), a subsidiary of the General Partner. The REIT expects to generate returns to Unitholders through both current income and long-term appreciation of its assets targeting an annual distribution to Unitholders of \$6.00 per REIT Unit for each calendar year, which amount may be adjusted from time to time.

The REIT intends to use the net proceeds of the Offering combined with cash-on-hand and mortgage debt to indirectly purchase, through CSL, high-quality student housing assets in Canada. Schedule “A” to this Offering Memorandum lists student housing assets that the REIT has indirectly entered into purchase agreements to acquire and Schedule “B” to this Offering Memorandum describes student housing assets indirectly owned by the REIT.

The REIT expects to fund its growth strategy of acquiring high-quality operating assets by offering REIT Units on a continuous basis combined with cash-on-hand and mortgage debt. Subscription Agreements and cleared funds received on or before the last Business Day of each month (or such other date as may be determined by the Trustees) are accepted on each Closing Date. Subscription Agreements received after a Closing Date for a particular month are accepted on the next Closing Date. Class A REIT Units and Class F REIT Units are issued at a price per Class A REIT Unit and Class F REIT Unit, respectively, equal to the Fair Market Value for each of the Class A REIT Units and Class F REIT Units on the applicable Closing Date. The Trustees calculate and announce the Fair Market Value of the REIT Units approximately 10 days prior to each Closing Date.

REIT Units may be surrendered for redemption on a monthly basis and will be redeemed on the applicable Redemption Date for the Redemption Price determined as of the last Business Day of the month, provided a redemption request is made in writing to the REIT at least 30 days prior to the applicable Redemption Date.

The General Partner will target assets that have compelling long-term investment qualities, including but not limited to being located in close proximity to campus, offering attractive student-oriented amenities, and having a high-quality tenant base. The General Partner will look to make investments where it believes value can be added through operational improvements and by integrating properties into the local and national footprint of the General Partner. The General Partner will seek to grow revenues and net operating income (“**NOI**”) of CSL properties at rates above its traditional multi-family peers by leveraging the attractive supply/demand imbalance for university student beds to drive organic revenue growth, capitalizing on the natural turnover cadence to reset rental rates to market rates, introducing new revenue streams, and crystallizing asset integration synergies/economies of scale.

INVESTMENT STRATEGY:

Alignvest Student Housing REIT is focused on consolidating the Canadian student housing sector. From time to time, the REIT may also participate in student housing development projects in order to acquire select non-PBSA opportunities that provide, or have the potential to provide, student accommodations and to explore other potential opportunities within the student housing sector such as public private partnerships or third-party property management.

Consolidation: The REIT is focused on indirectly acquiring recently built, operating, high-quality student housing assets in close proximity to post-secondary institutions. Management has a very strong/structured investment process that is focused on acquiring assets with certain attributes, including: (a) being located in student housing markets that support high-quality post-secondary institutions; (b) being in close proximity to campus; (c) having newer facilities (often less than 10 years old); (d) benefitting from a high-quality build with proper maintenance investments to date; (e) possessing high-end student-oriented amenities; (f) having an established student community and reputation; as well as (g) providing safety and privacy for tenants. The General Partner will attempt to scale the portfolio over time while maintaining a disciplined approach to capital deployment. Portfolio scale will benefit the returns of the Unitholders in many ways, for example, by (i) increasing economies of scale that can reduce administrative costs on a per facility basis; (ii) improving access to capital markets which should lower the REIT's cost of debt financing; and (iii) increasing interest in the REIT's portfolio of assets from global investors resulting in improved exit options.

Operational Excellence: The REIT, through CSL, will focus on operating and integrating acquired assets into local and national platforms. Student housing is an operationally intensive asset class that presents substantial opportunity for the General Partner's management team to realize operating efficiencies across the portfolio.

Adjacent Opportunities: The General Partner may allocate capital to student housing developments or the repurposing of assets into student housing accommodations. The REIT's allocation to student housing developments will be dependent on the REIT's ability to secure an option or obligation to purchase the property upon completion or stabilization. Examples of the REIT's participation in developments can include, but are not limited to, equity, preferred equity and mezzanine debt. The REIT's capital will be subject to market-based fees for student housing developments and/or joint ventures, whether it is in partnership with an arms-length partner or with Campus Assets, a subsidiary of the General Partner.

Maximize Platform Value: The REIT will eventually seek to monetize its position in CSL in a manner that maximizes returns to Unitholders. The General Partner believes that CSL, as a fully integrated operating entity that owns and operates student housing assets, will be highly appealing to a wide audience of potential acquirors. Monetization options for the REIT may include the sale of CSL (and indirectly its portfolio of assets) to long-term private investors, to another student housing owner/operator looking to diversify into the growing and attractive Canadian market, or pursuant to an initial public offering.

INVESTMENT HIGHLIGHTS:

The General Partner believes the REIT and its Unitholders stand to benefit from the following:

- Strong underlying market fundamentals in the Canadian student housing sector;
- Growing student preference for accommodations that provide high quality, secure living alternatives that are in proximity to campus and have student-oriented amenities;
- Attractive lease structures that often include parental guarantees resulting in higher credit quality tenants than most multi-family residential apartments;
- Per bed leasing structures that allow the REIT to charge a higher rent per unit than typical multi-family apartments, resulting in higher operating margins;
- More frequent lease turnover (as students graduate) enabling the REIT to reset rental rates to market rates more frequently than multi-family apartments, which provides a natural hedge against inflation;
- Countercyclical demand given that student enrollment typically increases during recessionary periods;
- Stable and predictable cash flows with lower NOI volatility relative to the multi-family apartment sector;

- Economies of scale as the REIT continues to grow its portfolio resulting in NOI margin expansion over time;
- An experienced management team with a significant alignment of interest; and
- A compelling distribution and long-term return potential with capital appreciation.

MANAGEMENT OF ALIGNVEST STUDENT HOUSING REIT AND CSL:

The investment policies and operations of Alignvest Student Housing REIT are subject to the control and direction of the Trustees. The Trustees of the REIT and management of the General Partner have significant experience in all aspects of the Canadian student housing sector and additional niche real estate businesses, including acquisitions and dispositions, construction and renovation, and property management, including operations, sales and marketing, and finance and administration. These skills will permit Alignvest Student Housing REIT to capitalize upon many opportunities which may be unavailable to other real estate investors who lack this diverse real estate experience.

CAPITAL IMPROVEMENTS AND EXPENDITURES:

Acquired properties will typically be constructed within the past 10 years and offer a broad range of student-oriented amenities and unit configurations. Management will perform appropriate due diligence, including with respect to financial, title, construction, environmental and operational matters. During the due diligence period for future acquisitions, the General Partner will use its experience to inspect the properties under consideration and when required, the General Partner will call upon various consultants to inspect and report on systems that they specialize in.

BORROWING STRATEGIES:

CSL will target that no indebtedness shall be incurred or assumed by CSL if, after giving effect to the incurring or assumption thereof of the indebtedness, the total indebtedness as a percentage of appraised value, would be more than 65%, subject to increase to 70% for short periods of time.

DISTRIBUTION POLICY:

The REIT expects to generate returns to Unitholders through both current income and long-term appreciation of its assets targeting an annual distribution to Unitholders of \$6.00 per REIT Unit for each calendar year, which amount may be adjusted from time to time.

SUMMARY OFFERING TERMS:

The following information presented is a summary of certain key terms of the REIT.

The REIT:	Alignvest Student Housing REIT is a limited purpose, unincorporated open-ended investment trust formed under the laws of the Province of Ontario on May 4, 2018 and operating pursuant to the Declaration of Trust.
Objective:	To provide Unitholders with stable and growing cash distributions, payable monthly and, to the extent reasonably possible, tax deferred, from investments primarily in a diversified portfolio of student housing assets located in Canada (including but not limited to PBSA and to maximize REIT Unit value through the efficient management of the REIT's properties and through the future acquisition of additional assets. From time to time the REIT may also allocate capital to student housing developments or the repurposing of assets into student housing, in partnership with third-party developers or Campus Assets.
Issue:	Class A REIT Units Class F REIT Units
Fundserv:	The REIT Units are offered through the investment fund order system, Fundserv with Fundserv Code ASH101 for Class A REIT Units and ASH100 for Class F REIT Units.

Price:	Class A REIT Units and Class F REIT Units are issued at a price per Class A REIT Unit and Class F REIT Unit, respectively, equal to the Fair Market Value for each of the Class A REIT Units and Class F REIT Units on the applicable Closing Date. The Trustees will calculate and announce the Fair Market Value of the REIT Units approximately 10 days prior to each Closing Date. See <i>'Declaration of Trust and Description of Units – Issuance of Units' and 'Closing Dates for Offering'</i> .
Minimum Subscription Amount:	The minimum initial investment amount for REIT Units is \$25,000. The Trustees, in their discretion, may accept subscriptions for lesser amounts subject to compliance with Securities Laws. A minimum subsequent investment in REIT Units of \$1,000 will apply to existing Unitholders after their initial purchase of REIT Units.
Management Fees Payable in Respect of CSL Limited Partnership Units Held by REIT:	The Class A REIT Units are indirectly subject to a 1.00% management fee per annum, plus applicable taxes (the "Management Fee"), payable to the General Partner based on the net asset value of corresponding Class A LP Units of CSL (as defined herein) held by the REIT. The Class F REIT Units are not subject to a management fee.
Closings	The REIT expects to conclude closings for the purchase of REIT Units on the last Business Day of each calendar month (or such other date as may be determined by the Trustees) (each, a "Closing Date").
Dealer Compensation:	In the event that an investor purchases Class A REIT Units through a registered dealer, the investor may be required to pay the dealer a sales commission which is negotiated between the investor and the registered dealer and is paid by the investor to such dealer. The General Partner may pay a trailing commission out of its own funds of up to 1.00% per annum to registered dealers and/or other persons who are legally eligible to accept a commission in connection with their client's holdings of Class A REIT Units. Trailing commissions may be modified or discontinued by the General Partner at any time. No sales commission or trailing commissions will be payable by the General Partner in respect of the Class F REIT Units.
Redemptions	Monthly, as of the last Business Day of each month with a minimum notice period of at least 30 days prior to the applicable Redemption Date. Aggregate redemptions in cash are limited to \$250,000 in cash per month unless a higher amount is approved by the Trustees, but in no case may the total amount payable in cash in respect of REIT Units tendered for redemption in a month exceed 50% of Unencumbered Cash (as defined herein).
Targeted Annual Distributions to Unitholders:	The REIT expects to generate returns to Unitholders through both current income and long-term appreciation of its assets targeting an annual distribution to Unitholders of \$6.00 per REIT Unit for each calendar year, which amount may be adjusted from time to time. The REIT permits Unitholders to receive distributions in the form of additional REIT Units or cash. Unitholders of Class A REIT Units and Class F REIT Units may enroll in the distribution reinvestment plan (the "DRIP") which will allow them to elect to have all of the cash distributions on their Class A REIT Units or Class F REIT Units automatically reinvested in additional Class A REIT Units or Class F REIT Units, as applicable, at a 2.0% discount to Fair Market Value of the Class A REIT Units or Class F REIT Units, as applicable, purchased through the DRIP.
Attributes of REIT Units:	The REIT is authorized to issue an unlimited number of REIT Units. The REIT Units represent the beneficial ownership interest of the holders thereof in Alignvest Student Housing REIT. The REIT Units have the same rights and attributes in all respects with the exception that the Class A REIT Units are indirectly subject to a management fee charged in relation to the corresponding Class A LP Units of CSL held by the REIT charged by the General Partner. Each REIT Unit carries one (1) vote at meetings of Unitholders, is entitled to equal participation in distributions, rights of redemption and rights upon dissolution of the REIT. See <i>"Declaration of Trust and Description of Units."</i>

General Partner	Alignvest Student Housing Inc. (the “ General Partner ”), is the general partner of CSL.
Alignvest Investor Commitment:	Alignvest Management Corporation, the controlling shareholder of the General Partner, or investment funds managed and/or advised by or affiliated with Alignvest Management Corporation (the “ Alignvest Investor ”), has made an investment of more than \$20,000,000 in Class F REIT Units (the “ Alignvest Commitment ”). The Class F REIT Units were acquired by the Alignvest Investor on the same terms as third-party Subscribers on June 18, 2018 (the “ Commitment Date ”). The Alignvest Commitment will remain invested in the REIT for a minimum period of five years from the Commitment Date and may thereafter be reduced or fully redeemed.
Use of Proceeds:	The REIT intends to use the net proceeds of the Offering combined with cash-on-hand and mortgage debt to indirectly purchase, through CSL, high-quality student housing assets in Canada. The REIT may also allocate capital to student housing developments or the repurposing of assets into student housing accommodations. The REIT’s allocation to student housing developments will be dependent on the REIT’s ability to secure an option or obligation to purchase the property upon completion or stabilization. Schedule “A” to this Offering Memorandum lists student housing assets that the REIT has indirectly entered into purchase agreements to acquire and Schedule “B” to this Offering Memorandum describes student housing assets that are indirectly owned by the REIT.
Liquidity Preference:	It is intended that, prior to the disposition of all or substantially all of the fixed assets of CSL (as determined by the General Partner, acting reasonably) (a “ Liquidity Event ”), CSL will distribute (i) 75% of its distributable cash, being an amount equal to all cash of CSL less any amount that the General Partner may reasonably consider necessary to provide for the payment of any costs or expenses that have been or are reasonably expected to be incurred and less such reserves or amounts deemed necessary or desirable at the discretion of the General Partner (“ Distributable Income ”) on a pro rata basis to the holders of the limited partnership units of CSL (“ LP Units ”); and (ii) 25% of its Distributable Income to the General Partner (collectively, the “ Periodic Distributions ”).
	Upon the occurrence of a Liquidity Event, the assets of CSL shall, in the discretion of the General Partner, be paid or distributed in one or more tranches in the following order of priority:
	<ul style="list-style-type: none"> (a) first, an amount will be paid to extinguish the liabilities of CSL, if any; (b) second, an amount shall be distributed to holders of the LP Units equal to (i) the invested capital in the LP Units, <i>minus</i> (ii) Periodic Distributions previously paid on the LP Units; (c) third, an amount shall be distributed to holders of LP Units equal to a return of 7% per annum, compounded annually, on the invested capital in the LP Units (the “Preferred Return”)(which Preferred Return, for greater certainty, shall accrue from day to day and shall be calculated on the basis of the balance of the capital account for the applicable LP Units on each such day from the date or dates upon which any such invested capital was received by CSL and which capital account is reduced in accordance with the Partnership Agreement by any such invested capital that has been distributed; (d) fourth, an amount shall be distributed to the General Partner equal to 25% of the combined aggregate amounts paid (i) as Preferred Return under Section (c) and (ii) under this Section (d); and (e) fifth, the balance shall be distributed as to 25% to the General Partner and 75% on a <i>pro rata</i> basis to the holders of the LP Units.
Risk Factors:	There are certain risks inherent in an investment in the REIT Units and in the activities of Alignvest Student Housing REIT. See “ <i>Risk Factors</i> ”

SUMMARY OF CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS:

This is a general summary only and is not intended to be exhaustive. Investors should seek the advice of their own tax advisors with respect to the tax consequences of investing in the REIT Units.

This summary assumes Alignvest Student Housing REIT will (i) qualify as a “mutual fund trust” under the Tax Act (as defined herein) at all times; and (ii) at no time will constitute a “SIFT trust” for the purposes of the Tax Act. In the event that Alignvest Student Housing REIT were not to qualify as a mutual fund trust, or were to be a SIFT trust, the Canadian federal income tax consequences described below would, in some respects, be materially and adversely different.

Alignvest Student Housing REIT will generally be subject to tax under the Tax Act in respect of its taxable income and net realized capital gains in each taxation year, except to the extent such taxable income and net realized capital gains are paid or payable or deemed to be paid or payable in such year to Unitholders and deducted by Alignvest Student Housing REIT for tax purposes.

A Unitholder is required to include in computing income for tax purposes in each year the portion of the amount of net income and net taxable capital gains of Alignvest Student Housing REIT, determined for the purposes of the Tax Act, paid or payable to such Unitholder in the year. Distributions in excess of Alignvest Student Housing REIT’s net income in a year will not generally be included in computing the income of the Unitholders for tax purposes. However, a Unitholder who holds his or her REIT Units as capital property is required to reduce the adjusted cost base of his or her REIT Units by the portion of any amount paid or payable to him or her by Alignvest Student Housing REIT (other than the non-taxable portion of certain capital gains) that was not included in computing his or her income and will realize a capital gain in the year to the extent the adjusted cost base of his or her REIT Units would otherwise be a negative amount.

Alignvest Student Housing REIT will designate, to the extent permitted by the Tax Act, the portion of the taxable income distributed to Unitholders as may reasonably be considered to consist of net taxable capital gains of Alignvest Student Housing REIT. Any such designated amount will be deemed for tax purposes to be received by Unitholders in the year as a taxable capital gain.

Upon the disposition or deemed disposition by a Unitholder of a REIT Unit held as capital property, a capital gain (or a capital loss) will generally be realized to the extent that the proceeds of disposition of the REIT Unit exceed (or are exceeded by) the aggregate of the adjusted cost base to the Unitholder of the REIT Unit immediately before the disposition and any reasonable costs of the disposition.

The adjusted cost base to a Unitholder of a REIT Unit will be determined by averaging the cost base of all REIT Units owned by a Unitholder as capital property at a particular time. Generally, one-half of any capital gain (a “taxable capital gain”) realized by a Unitholder will be included in the Unitholder’s income for the year of disposition. One-half of any capital loss so realized (an “allowable capital loss”) may generally be deducted against taxable capital gains of the Unitholder for the year of disposition, subject to the detailed provisions of the Tax Act See “*Risk Factors*” and “*Certain Canadian Federal Income Tax Considerations*”.

TAX RELATED RISKS:

There can be no assurance that tax laws and the treatment of mutual fund trusts will not be changed in a manner which adversely affects Alignvest Student Housing REIT or the Unitholders. If Alignvest Student Housing REIT ceases to qualify as a mutual fund trust or constitutes a SIFT Trust, the Canadian federal tax considerations described under “*Certain Canadian Federal Income Tax Considerations*” and “*Eligibility for Investment*” would be materially and adversely different, and Alignvest Student Housing REIT, and the Unitholders may be reassessed for additional taxes from time to time. Such reassessments together with associated interest and penalties could adversely affect Alignvest Student Housing REIT. See “*Risk Factors*” and “*Certain Canadian Income Tax Considerations*”. Investors should consult their own tax advisors with respect to the tax consequences of investing in the REIT Units.

MARKET OPPORTUNITY

Student housing is a specialized segment within the residential real estate asset class that has traditionally been comprised of multi-tenant housing designed to accommodate students enrolled in post-secondary education programs. The primary distinction between the types of student housing properties is whether they are on-campus or off-campus. On-campus student housing is predominantly owned and operated by post-secondary educational institutions and is located on their property. Off-campus student housing is typically owned and operated by private investors and is located in close proximity to post-secondary institutions.

Student housing properties are often designed and constructed to accommodate the unique needs of student tenants. Although student housing is classified as a niche within the multi-residential housing sector, it is significantly different from, and more specialized than, traditional multi-residential housing. Key features of student housing properties that differentiate them from multi-residential apartments may include:

- Design layouts that are based on single-occupancy or shared bedrooms in two to five bedroom floor plans, with attractive bed-to-bathroom ratios arranged around a central kitchen and dining/living area;
- “By-the-bed” lease terms (as opposed to “by-the-unit”);
- Parental guarantor requirements;
- Fully furnished units;
- All-in pricing (including utilities and internet);
- Enhanced security features, including state-of-the-art, key-fobbed access to all entrances, suites, and bedrooms, and staffed front desks (where available);
- Student-focused amenities (study areas, game rooms, fitness centers, lounge areas, movie theatres); and
- Active residence life and academic and personal student support programs.

THE GLOBAL STUDENT HOUSING SECTOR

Globally, the market for student housing benefits from highly favorable secular tailwinds. On the one hand, student housing beds are in limited supply due to a lack of available funding to build new on-campus stock. On the other, the increased desire to obtain a post-secondary education in addition to the increasing globalization of students has resulted in increased demand. This supply/demand imbalance for beds has resulted in significant investment in the space through the private sector. The majority of institutional investment in student housing has been concentrated in the two most mature markets: the United States and the United Kingdom. Between 2010 and 2015, investment volumes in Europe averaged EUR 3.2 billion per year and doubled to EUR 7 billion per year between 2016 and 2019. In 2021, the total volume of transactions in Europe is expected to reach EUR 8.4 billion¹. Total transaction volume in the United States, as per CBRE National Student Housing Group statistics, increased from US\$5.6bn in 2015 to US\$10.8 billion in 2018 with record low transaction cap rates². In 2021 alone, 312 student housing transactions were completed in the U.S., with 16% of acquisition volume funded by foreign investors³.

Global Student Housing Characteristics

Favourable Supply/Demand Imbalance: According to UNESCO Institute of Statistics, the number of students enrolled in post-secondary education worldwide grew from 32 million in 1970 to 227.6 million in 2019. Since 2010 alone, the student population has grown by 25%. This growth is forecasted to continue, and enrollment is projected to reach over 300 million by 2025 – driven in part by increasing international student enrollment. However, research indicates that this increase in enrollment is not supported by a commensurate increase in the supply of student housing. Although student housing provisioning, that is the percentage of beds available for students relative to full-time enrollment, varies around the world, even in the most developed student housing markets it remains relatively low. This supply constraint is largely the result of budget constraints imposed on post-secondary institutions. According to the 2018 “OECD Education at a Glance” report, the average OECD country spends 88% of its total annual expenditures on tertiary education devoted to current operating costs, leaving only 12% for capital expenditures, which needs to be divided to support renovations and repairs on existing assets, as well as the building of new educational facilities, and then finally, to build new residences/beds. This leaves a gap for the private sector to fill to increase the provisioning of beds available to students in many markets.

¹ Savills Spotlight: European Student Housing

² CBRE National Student Housing Report

³ Newmark 2021 Student Housing Market and Overview

<u>Global Student Housing Provision Rates</u>			
City	Canada	US	UK
On-Campus Beds	150,000	960,000	330,966
Off-Campus Beds	50,000	2,100,000	350,034
Total Beds	200,000	3,060,000	681,000
Full-Time Students	1,655,286	19,720,000	2,015,320
Off-Campus Beds as a % of FT Students	3.0%	10.6%	17.4%

Source: BONARD Student Housing Market Report Canada 2021.

Resilient Demand: Because of the demand drivers for post-secondary education, the student housing sector is partially insulated from downturns in the business cycle. During the 2008 recession, for example, post-secondary enrollment in the US grew by 4.7% in 2008 and 6.9% in 2009, the highest-growth years since 1981.⁴ Similarly, the recession resistant nature of the post-secondary student population was visible in the UK and Canada, as they grew by 4.0%⁵ and 2.5%⁶, respectively in 2008. The COVID-19 pandemic also proved out the resiliency of the student housing sector, with global occupancies remaining high and operating performance stability.

Shifting Student Preferences to Higher-Quality Accommodations: Globally, there has been a shift in the preferences of student-tenants from traditional dormitory-style facilities and shared houses to purpose-built properties designed to appeal to modern-day students. This shift has resulted in an increasing demand for new, high-quality student housing, with private student rooms and a wide array of amenities that cater to the collegiate lifestyle. The amenities that differentiate these properties are those that focus on academics (study areas, internet connectivity), entertainment (games rooms, theatre rooms, lounging areas), privacy (individual bedrooms, private washrooms), health and safety (key fobbed access, staffed front desks, closed-circuit cameras), convenience (close proximity to campus), and parking facilities.

Attractive Lease Structures: Student housing leases are unique, as they are typically 12 months, “by-the-bed”, and follow the academic calendar, which results in low month-to-month renewals following the start of the next academic year. Furthermore, leases typically require a parental guarantor, which drastically improves the underlying credit quality of the tenant and reduces their default risk on lease payments.

High Annual Tenant Turnover is Proactively Managed: Tenants, by default, are short-to-medium term because of the length of time it takes to obtain a post-secondary degree. Consequently, the turnover in student housing is often higher than in the multi-family residential sector. Although higher turnover often connotes higher risk, good operators can proactively manage this characteristic and maintain high occupancy with minimal variance. For example, operators will know “May” turnover beds in November/December of the previous year, which provides enough time for operators to ensure a successful lease-up for the following academic year. Furthermore, high turnover can allow strong operators to maximize revenue by more frequently re-setting pricing per bed based on the current supply/demand dynamics for the market. This has allowed operators in certain markets to raise monthly rents well in excess of inflation.

Higher Revenue per Unit Relative to Traditional Multi-Family Residential Sector: Student housing typically has higher rent per unit than traditional multi-residential properties as a result of its “by-the-bed” lease structure and optimal unit configurations, which increases the number of beds per unit. Substantially higher revenue per unit (or

⁴ National Centre for Education Statistics.

⁵ Higher Education Statistics Agency.

⁶ Statistics Canada.

per square foot) against a predominantly fixed cost for operations generates attractive operating margins for the business relative to the traditional multi-family apartment sector.

THE CANADIAN STUDENT HOUSING SECTOR

Because of the characteristics described above, the student housing sector (globally) has performed well and delivered higher yields than traditional real estate sectors.⁷ As the U.S. and U.K. markets continued to attract the attention of institutional investors, a number of Canadian investors recognized the potential to replicate the success of those international markets at home.

Today, the Canadian off-campus student housing market is highly active but remains nascent relative to its international peers – both in terms of the number of institutional investors operating in the space as well as the total dollar value of investments. Although investors have transitioned from the initial phases of developing the asset class in Canada, which required targeted awareness-raising among students, the education sector, city governments, developers, banks, etc. to consolidating the space, there continues to be an opportunity to create a high-quality platform at scale.

Given what has happened globally within the student housing space, the REIT believes this institutionalization will eventually come to Canada. Until then, the REIT is well positioned to leverage its first mover advantage to continue consolidating what remains a highly fragmented sector.

Canadian Student Housing Demand:

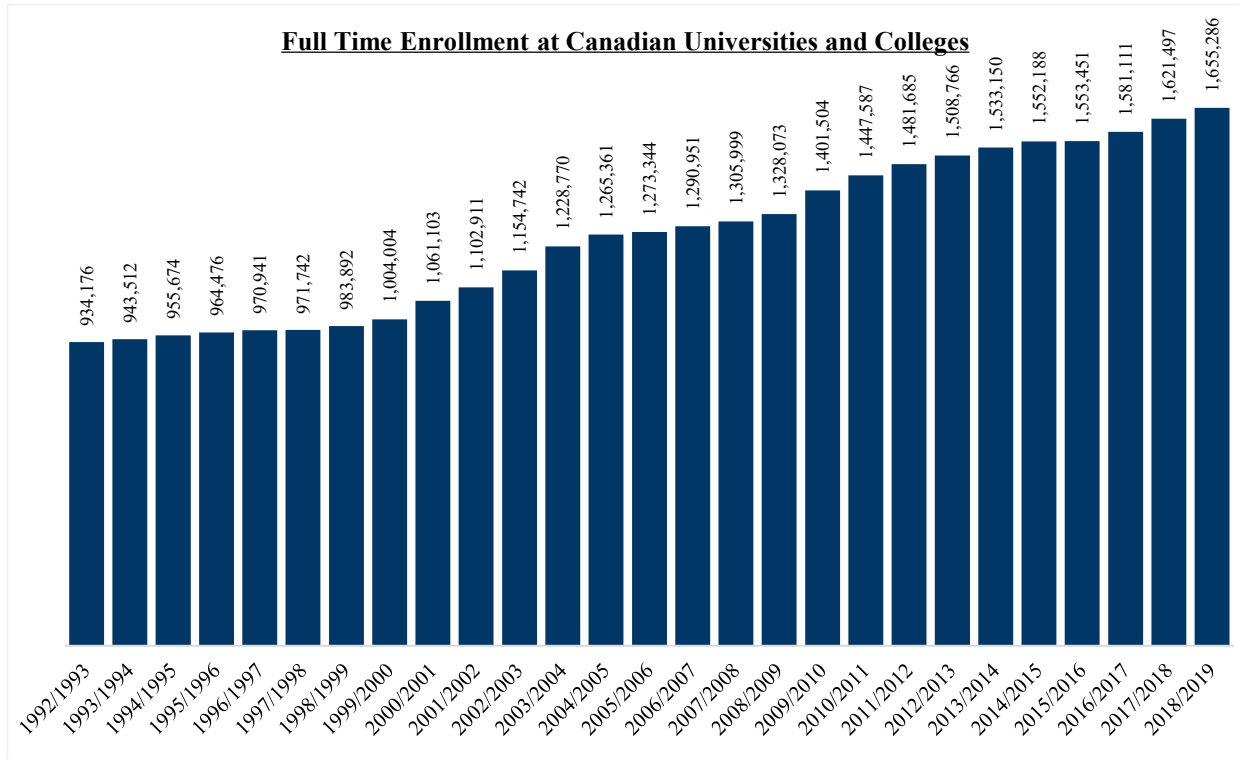
Top Quality Education: Students, either domestic or international, often choose their post-secondary education institutions based on the quality of the education and the city in which the institution is located. Canadian schools, of which there are 147 universities and degree granting institutions, and the cities in which these institutions operate continuously rank amongst the top in the world. In fact, five Canadian cities were ranked among the best by QS Quacquarelli Symonds in 2019 and Canadian Universities rank highly in various global benchmarks.

Number of Internationally Ranked Canadian Universities⁸			
Rank	QS World University Ranking 2021	Times Higher Education World University Rankings 2021	Shanghai Academic Ranking of World Universities 2020
Top 500	17	18	19
Top 501 to 1,000	9	11	9

⁷ Green Street Advisors Commercial Property Price Index – November 2021

⁸ BONARD Student Housing Market Report Canada 2021.

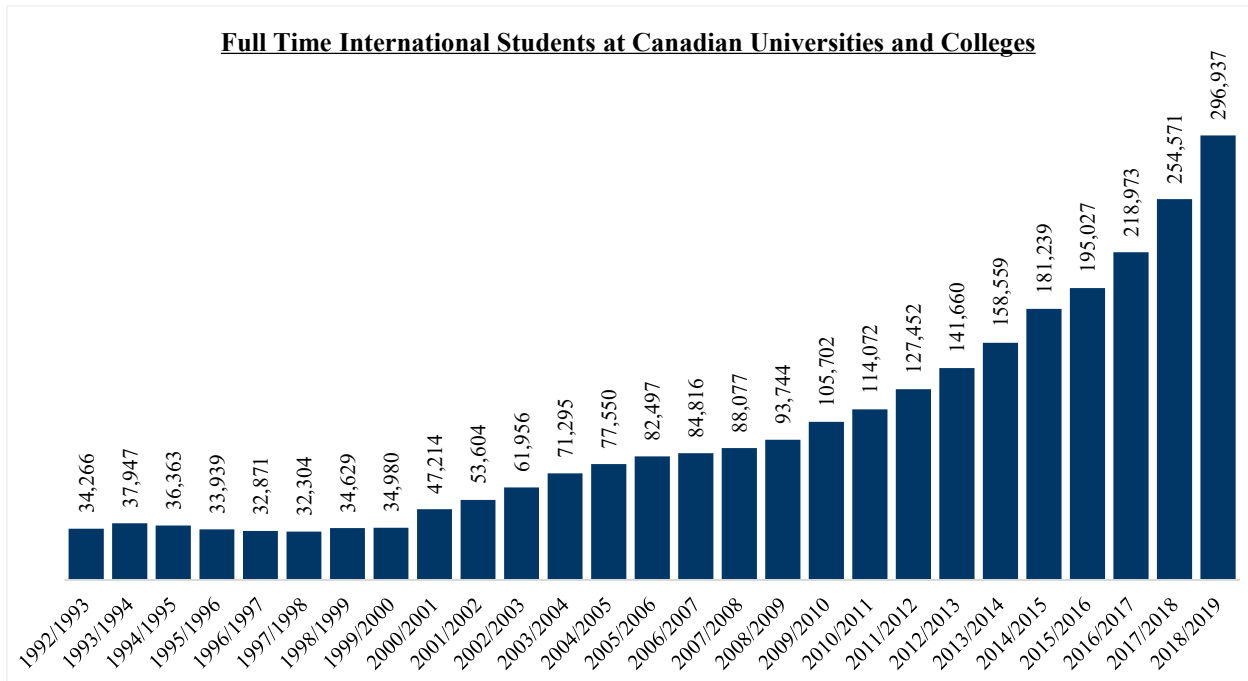
Continued Growth in Canadian Enrollment: According to Statistics Canada, total enrollment at public post-secondary institutions totaled over 2.1 million in 2019/20, representing the 8th consecutive year of over 2 million enrollments (with over 1.6 million students being full-time). The growth in applications to undergraduate programs shows no indication of slowing. For example, there was an 8.4% increase in applications from Ontario secondary school students to university programs from 2021 to 2022 for fall semester entry⁹.



Source: BONARD Student Housing Market Report Canada 2021.

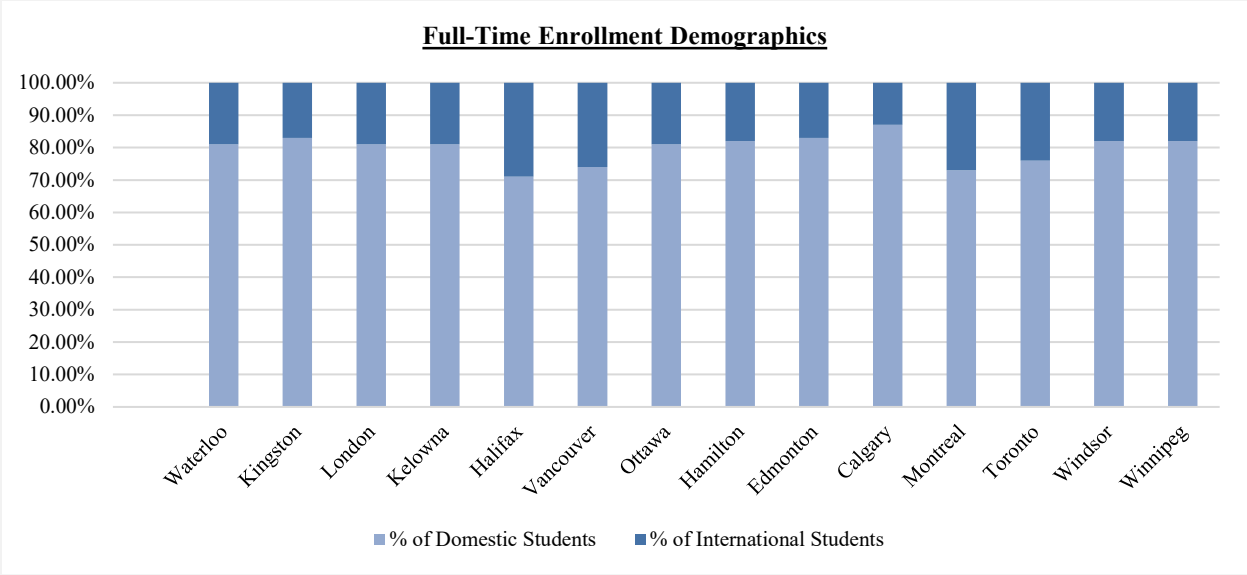
⁹ OUAC Application Centre

International Enrollment in Canada is Strong: The increase in post-secondary enrollment has been driven by growth in both domestic and international student enrollment. International students are an important source of demand for student housing given almost 100% of those student attending university and colleges from out of country require accommodations. Trends point to continued growth in the international student population and the related need for housing. Attracting foreign students to Canadian post-secondary institutions has garnered increased attention in recent years by the government and schools who are seeking to capture the increased economic benefits that these students provide. In 2018/19, international students comprised approximately 18% of post-secondary full-time enrollments, and the growth in international students in Canada is far outpacing that of the US and the UK.



Canada's appeal to international students is accelerating given a broad spectrum of influences, notably (a) the quality of the Canadian education system; (b) the relative cost of a Canadian education relative to other major English-speaking countries; (c) the quality of living standards; (d) the safety of Canada; (e) the ease of access to student visas; and (f) the subsequent access to work visas. 96% of international students recommend Canada as a study destination.¹⁰

¹⁰ CBIE International Student Survey 2018.



The General Partner believes international student growth will remain robust for the foreseeable future for many reasons, including:

- **Relative Affordability:** Student enrollment from outside of Canada has increased/accelerated in the past few years as the value per dollar of education and related expenses remains strong in Canada. Compared to staying in their country of origin or other alternatives such as the UK or US, a high-quality Canadian education provide students with a reduced price for tuition, housing, books, and other living expenses.
- **Increase in Student Visas:** In 2014, the Canadian federal government announced an International Education Strategy aiming for 450,000 international students and researchers by 2022. According to the IRCC data, there were 447,085 study permits that became effective in 2021, a 74% increased compared to 2020 and an 11.5% increase compared to the previous high of 400,920 study permits in 2019¹¹.
- **Top Ranked Cities for Global Students:** Canadian post-secondary institutions have been characterized by their high-quality education, multi-cultural environments, and safe campuses. In a recent report published by IDP Education, Canada ranked first in 4 of the 5 major categories (affordability, safety, graduate employment, and visa requirements) driving post-secondary school destination decisions¹².

Canadian Student Housing Supply:

Canadian universities and colleges have historically offered accommodation in student residences as part of an on-campus experience. However, university-run on-campus residences are predominantly dedicated to first-year students only and, following their first year of studies, students are often required to find off-campus housing alternatives.

Students who do not live in on-campus residences often find accommodation in apartments provided by multi-family residential operators. Students stay in apartment buildings with young professionals, families, and other types of tenants. The apartment buildings are often outdated and provide a lack of common areas, but they offer the advantage of close proximity to university campuses. Multi-family housing operators recognize the increased demand for student accommodation in university cities; thus, they emphasize proximity to campuses in their marketing materials. Supply of multi-family housing options are limited for students with CMHC 2021 vacancy nation-wide at 3.1% for purpose-built rental and 1.8% for condominium apartments¹³.

¹¹ Immigration Refugee and Citizenship Canada
¹² IDP International Student and Parent Buyer Behaviour Research 2019
¹³ Canada Mortgage and Housing Corporation 2021 Rental Market Report

Student Accommodation Options in Canada:

<p>On-Campus Student Residences</p>	<ul style="list-style-type: none"> - University-run rooms in student residence buildings located on-campus - Advantage of access to amenities located on a specific campus - Mostly reserved for first-year students - Offer of single or double-occupancy rooms in shared apartments (3 to 6 rooms in apartments) with shared kitchen and bathroom, or rooms with a shared bathroom on each floor
<p>Off-Campus Student Housing</p>	<ul style="list-style-type: none"> - Rooms in modern student residences - Close proximity to university campuses - Often newly converted or constructed buildings - Offering single rooms in suites - A variety of modern services and amenities - Rent is paid monthly - Inclusion of utilities in the base monthly fee is common - Major operators are: Alignvest Student Housing REIT, London Property Group, Woodbourne Private Equity, Centurion Apartment REIT and Knightstone Capital Management
<p>Multi-Residential Apartments</p>	<ul style="list-style-type: none"> - Close proximity to campuses - Rent is paid monthly - Utilities and internet are not often included in rent - An alternative to renting from individual landlords, offering the advantage of dealing with a verified management company - A choice of 1-bedroom, 2-bedroom or 3-bedroom units are most common - A lack of common area / amenity space - Operators such as Hazelview Properties, CAPREIT, Skyline Living and CLV Group offer dedicated webpages for students with search tools for off-campus rentals in their multi-family portfolios

Off-Campus Student Housing Supply and Provision Rates:

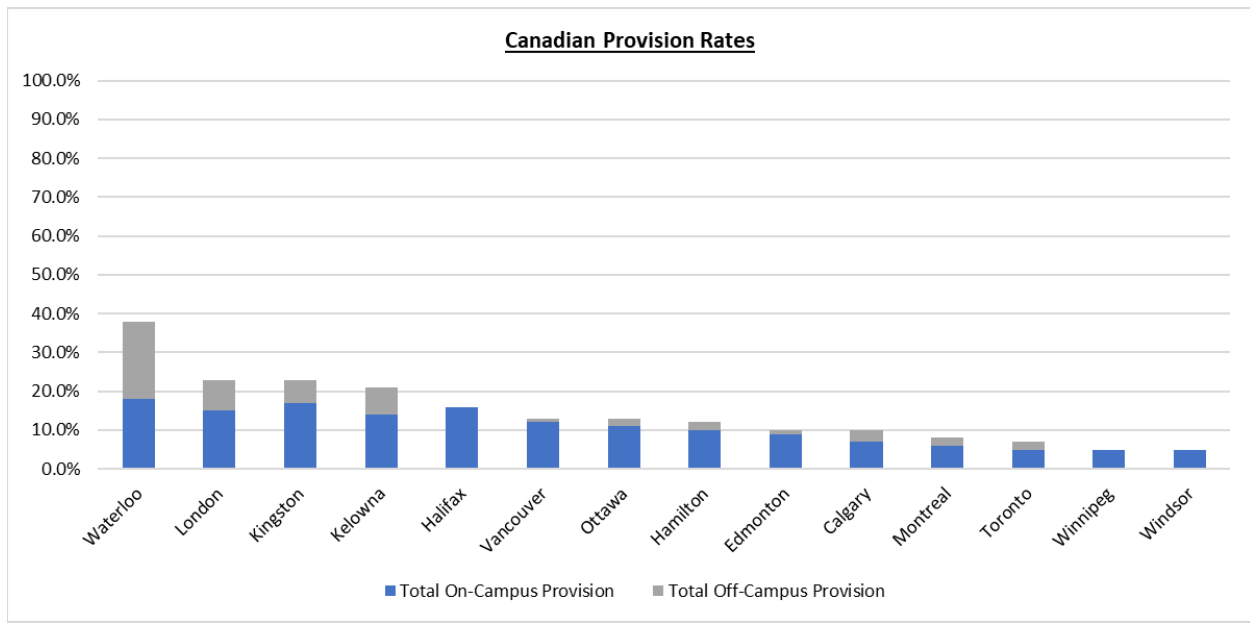
While university-owned/run on-campus student residences are an important part of the total Canadian student housing stock, the number of on-campus beds is not keeping pace with demand. Over the past decade, an increasing number of private investors have acknowledged the gap in the market and started to form a Canadian off-campus student housing sector.

Off-campus student housing beds currently account for around 26% of all student housing beds across the country (~50,000 beds). Current off-campus student housing supply has the capacity to house 3% of all full-time students and 3.6% of full-time upper-year students in Canada.¹⁴

Of the 14 cities listed below (cumulatively hosting 63% of full-time students in Canada), there are approximately 125,000 on-campus and off-campus beds. It is estimated that 200,000 student housing beds are offered in total across Canada. Current student accommodation provision rates (the total number of students compared to the total number of student housing beds) in the below listed cities stands at ~12%. This is below the market saturation benchmark of 20%. This suggests that 131,000 beds are lacking in Canada to satisfy the demand for student housing. Comparing Canada to the UK, where the student accommodation provision in 25 major markets reached 29%, Canada would need to add 350,000 student housing beds to reach the same saturation level.¹⁵

¹⁴ BONARD, Student Housing Report Canada 2021.

¹⁵ BONARD, Student Housing Report Canada 2021.



Canadian Student Housing Market Poised for Growth:

All of the aforementioned characteristics and trends highlight that there is a significant market growth opportunity in the Canadian student housing sector. The continued growth in student population, combined with the lack of new on-campus beds, under-investment in traditional sources of housing and the shifting demands of the modern student, is creating an environment of growth in Canadian student housing. Importantly, given the early stage in the sectors growth profile, the General Partner believes that the Canadian student housing sector has significantly more tailwinds than its global peers, namely the US and UK, making it a more attractive risk adjusted investment opportunity.

INVESTMENT STRATEGY

The REIT is primarily focused on the consolidation of high-quality student housing assets in Canada. The General Partner believes that the creation of a large-scale consolidated owner/operator will help drive the long-term institutionalization and development of the Canadian student housing sector and result in attractive returns for the REIT’s Unitholders.

Asset Acquisitions

The REIT’s primary objective is to indirectly acquire high-quality student housing assets that are situated in close proximity to leading post secondary institutions at attractive valuations. Following the acquisition of an asset, the General Partner will seek to optimize the property’s operating performance to generate stable, growing cash flows to increase asset value.

The REIT intends to achieve this strategy by (a) developing a proprietary pipeline of actionable acquisitions targets; (b) formalizing a highly repeatable and robust due diligence process; (c) securing assets at attractive purchase prices and capitalizing them appropriately, and (d) implementing best operating practices to realize local and national economies of scale across a diversified portfolio. The REIT’s management team has extensive experience underwriting, negotiating, closing, and integrating transactions through an investment process that is thorough, efficient, and proven.

Some of the broader themes the REIT is using in its planned consolidation of the Canadian student housing sector include, but are not limited to the following:

- **Geography:** Acquiring assets in established student markets poised for future demand growth and characterized by
 - High-quality institutions with established brands ensuring high levels of attendance and sustained demand for student housing;
 - High levels of international student enrollment given their higher propensity to live in purpose-built student housing;
 - Universities with limited on-campus residences and limited opportunity to build additional on-campus residences; and
 - Limited competing student housing assets under construction or expected in the near-term.

- **Assets:** Acquiring sites that are:
 - In close proximity to a university or and/or located near student-oriented entertainment districts;
 - Recently built (typically less than 10 years old), high-end, institutional-quality student housing assets;
 - New developments that support or compliment the current operating assets of CSL;
 - Mismatched with an opportunity to improve the underlying operations;
 - In excess of two hundred beds to enable the REIT to benefit from economies of scale (unless the asset is in a market in which the REIT already operates or is eager to penetrate); and
 - Well maintained with attractive student-oriented amenities, a good reputation, and that provide safe and private accommodation for students.

Operating Initiatives:

The management team at CSL is focused on managing the REIT's portfolio and integrating all future acquisitions. There are opportunities for the CSL team to realize operating efficiencies by (a) integrating property management functions and (b) realizing local/national synergies and economies of scale in operations, following the purchase of new student housing properties.

The General Partner believes that CSL should be able to achieve 95%+ occupancy across its portfolio. Additionally, the General Partner believes that its student housing portfolio will be able to generate attractive annual rental rate growth due to (a) the underlying supply/demand dynamics, (b) the high, natural, annual tenant turnover, and (c) the value-enhancing initiatives management can implement.

CSL management focuses on cost savings given the scale the REIT has realized. At a local level, CSL focuses on bundling its property operations (such as maintenance and leasing operations/marketing), and third-party services (such as garbage removal, snow removal and landscaping services) to maximize efficiencies and NOI margins. At a national level, CSL focuses on using its scale to help increase bargaining power for contracted expenses such as security, internet, and insurance contracts.

Each of the targeted student housing assets currently uses some component of third-party property management services at a cost ranging from 4% to 6% of net revenues.

Development Opportunities

As discussed previously, the supply of student housing beds is inadequate to meet future demand. In order to enable the REIT to continue acquiring attractive assets, from time to time the General Partner may allocate capital to student housing developments or the repurposing of assets into student housing. The REIT's allocation to student housing developments will be dependent on the REIT's ability to secure an option or obligation to purchase upon completion or stabilization. Examples of the REIT's participation in developments can include, but are not limited to, equity, preferred equity and mezzanine debt. The REIT's capital will be subject to market-based fees for student housing developments and/or joint ventures, whether it is in partnership with an arms-length partner or with Campus Assets, a subsidiary of the General Partner.

Maximize Value

The General Partner will attempt to scale the portfolio over time while maintaining a disciplined approach to capital deployment. Portfolio scale will benefit the returns of the Unitholders in many ways, for example, by:

- (a) increasing economies of scale that will reduce administrative costs on a per facility basis and ultimately deliver higher NOI margins across the REIT's portfolio;

- (b) increasing the REIT's brand and reputation among students, universities, and parents increasing demand for the REIT's assets resulting in improved revenue growth;
- (c) enabling the REIT to attract, develop, and retain the best talent in the student housing space;
- (d) broaden the REIT's access to capital, which should lower the REIT's cost of debt financing; and
- (e) increasing interest in the REIT's portfolio from global investors resulting in improved exit options.

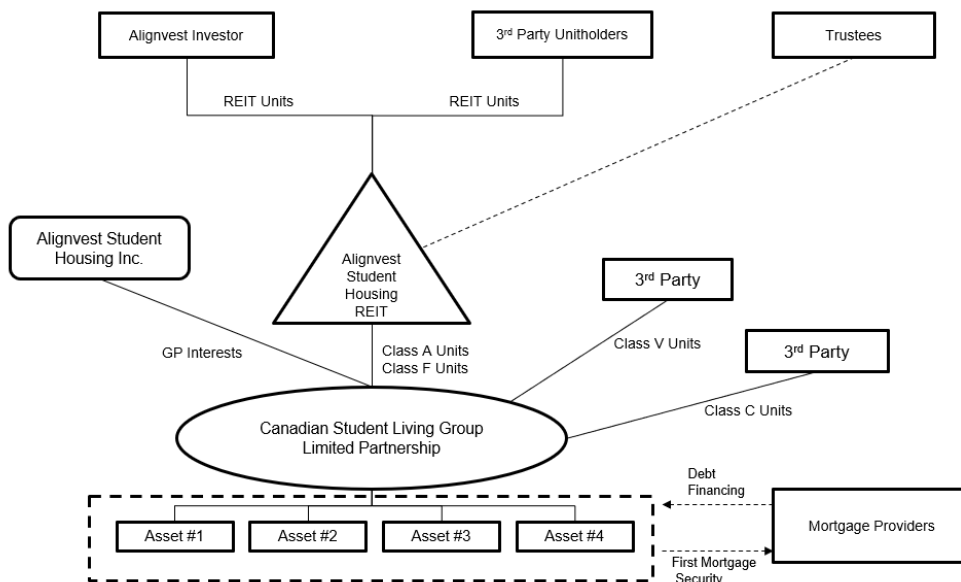
Importantly, the General Partner believes that scale and market leadership, combined with high quality assets and strong operations, will broaden the universe of potential acquirers to include some of the large private investors, as well as the larger public and private student housing owners/operators that are looking to expand operations into the Canadian market. The General Partner also recognizes that these characteristics make an initial public offering a potentially attractive alternative for the REIT given public market receptivity to larger real estate platforms.

REIT STRUCTURE

The following sets forth the principal operating structure of Alignvest Student Housing REIT:

The REIT will indirectly acquire all student housing assets through CSL. The REIT intends to use the proceeds from the Offering in combination with cash-on-hand and mortgage debt to fund further indirect acquisitions of assets through CSL. CSL may also enter into additional acquisition financing debt transactions at the CSL level to facilitate the timely purchase of additional properties. See "*Financing Strategy Considerations*".

Alignvest Management Corporation controls the General Partner. The Alignvest Commitment made by the Alignvest Investor will remain invested in the REIT for a minimum period of five years from the Commitment Date (June 18, 2018) and may thereafter be reduced or fully redeemed.



FINANCING CONSIDERATIONS

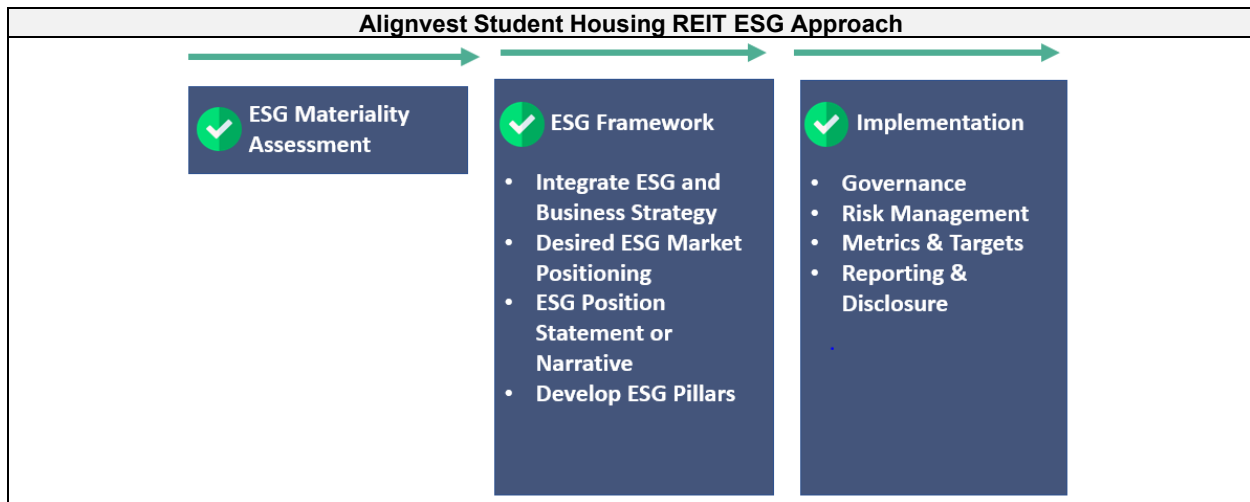
Debt Financing Strategy

CSL is targeting long-term leverage of approximately 65% loan-to-value. The debt is expected to be provided primarily from first mortgages on an asset-by-asset basis. There may be times in the life of CSL that leverage is above or below the targeted percentage because of various market factors and for strategic reasons. CSL will use its judgment regarding the optimal balance of fixed rate debt along with any decisions regarding term of any new debt financing. In addition, CSL will seek to have a diversified base of mortgage lenders and bundle assets when appropriate to generate better terms for CSL. CMHC-supported debt will be considered when appropriate.

ENVIRONMENT, SOCIAL AND GOVERNANCE

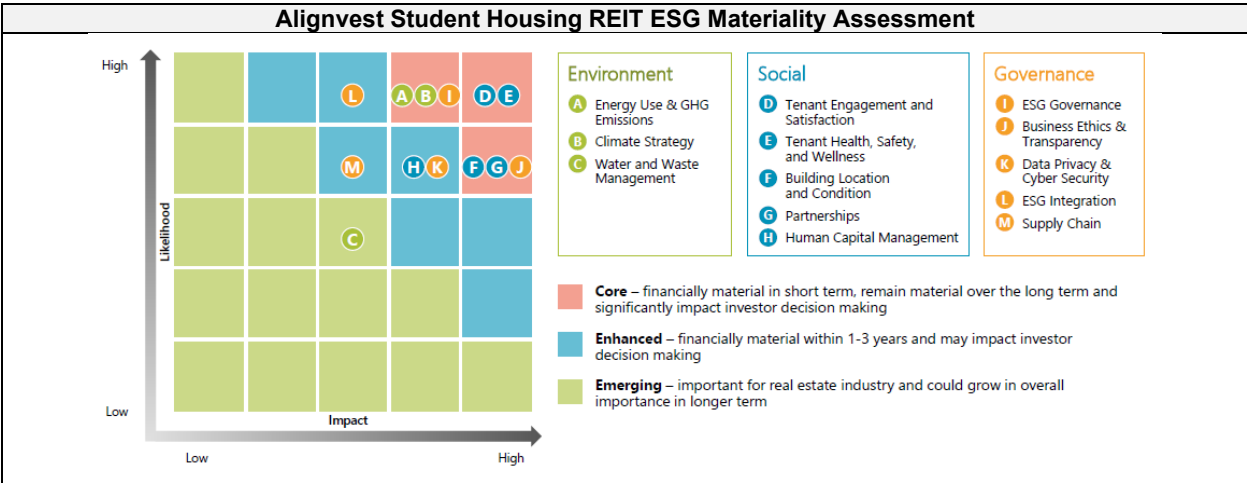
The REIT and CSL intend to build a diversified portfolio of student housing assets in Canada that incorporates best-in-class environment, social and governance (“**ESG**”) principles and practices. Purposefully executing ESG initiatives is not only the right thing to do, it also makes economic sense in the student housing sector. The REIT’s tenants are the next generation of global leaders, they are attuned to ESG considerations, and they want the REIT to develop and execute sustainability solutions at the REIT’s properties. Because of the increasing importance of abiding by ESG principles, management believes that integrating these principles and practices into the REIT’s strategy will ultimately maximize the long-term value of the business and increase the likelihood of delivering attractive risk-adjusted returns to Unitholders.

To develop appropriate ESG principles and practices, the REIT used the following approach.



The REIT engaged a third-party consultant to conduct an ESG materiality assessment. The objective of this assessment was to identify and prioritize the ESG-related risks and opportunities facing the REIT, and to help develop a set of guiding principles that would form the foundation of the REIT’s ESG strategy.

The summary results of this ESG materiality assessment are presented below.



Based on this assessment, as well as the relevant real estate ESG practices recommended by the Sustainability Accounting Standards Board and the Task Force on Climate-related Financial Disclosure, the REIT developed the following key ESG pillars.

Alignvest Student Housing REIT ESG Pillars

Reducing our Environmental Footprint	Superior Resident Experience	Valued Employees and Partners	Strong Governance
<ul style="list-style-type: none"> Through efficient resource use, working to reduce our waste and emissions, and a proactive climate strategy. 	<ul style="list-style-type: none"> Ensure a high level of resident satisfaction by providing a safe, inclusive living environment that enhances the learning experience and supports health and wellbeing. 	<ul style="list-style-type: none"> Provide professional-quality service by developing and supporting our employees and maintaining strong collaborative relationships with our partners. 	<ul style="list-style-type: none"> Develop a high level of trust with our investors and stakeholders by maintaining comprehensive governance and disclosure practices.

Expanding on the above:

- The REIT’s environmental efforts are focused on improving the efficiency of the properties it owns. Investing in energy initiatives reduces the REIT’s carbon footprint, improves tenant relations, and improves the REIT’s profitability.
 - The list below includes some of the REIT’s major environmental areas of focus:
 - Assessment and implementation of LED lighting retrofits.
 - Digital/programmable thermostats
 - Solar panel operation
 - HVAC and mechanical assessments and upgrades
 - Water savings devices and fixture projects.
- The REIT’s social efforts are focused on delivering a high-quality, inclusive, and safe place for its tenants. The REIT strives to create the best environment possible for university students to live, learn, and flourish. Additionally, the REIT is committed to providing a supportive and inclusive work environment for all employees. The REIT’s employees are encouraged to develop their full potential and use their unique talents to maximize the efficiency of the team. Management recognizes the benefits that arise from employee diversity, including a strengthened corporate culture, improved employee retention, and access to different perspectives and ideas.

The list below includes some of the REIT's major social initiatives:

- Investments in building security and access controls
 - Upgraded internet connectivity
 - Leading edge IT programs for communication and tenant interaction
 - Upgraded common areas for social connection opportunities
 - Residence life programs with mental health and social focus
 - Satisfaction surveys at various lifecycle touchpoints for tenants and employees
 - Alignment of employee bonus programs to business objectives
- The REIT's industry-leading governance procedures were established early and, Management believes, separate the REIT from many of its peers. The REIT's level of annual and quarterly disclosure, transparency and highly qualified and independent Trustees provides sound corporate governance and is critical to the long-term success of the REIT.

The list below includes some of the REIT's major governance initiatives:

- The REIT's board of trustees consists of majority independent trustees, led by highly qualified independent Chair.
- Increased public disclosure of the REIT's operations.
- Formed ESG and Investment Committees.

Management will continue to evaluate ways to improve the REIT's approach to ESG principles and will strive to be a leader in the space given the importance environmental, social, and governance initiatives have on creating communities where students love learning.

MANAGEMENT OF ALIGNVEST STUDENT HOUSING REIT

GENERAL

The investment policies and operations of Alignvest Student Housing REIT are subject to the control and direction of the Trustees. The Trustees manage the day-to-day operations of Alignvest Student Housing REIT. The General Partner is responsible for due diligence on all acquisitions. The General Partner, on behalf of itself and on behalf of CSL, maintains an investment committee that will make all decisions relating to the acquisition and financing of assets. CSL manages all acquired assets thereafter.

Trustees

The Declaration of Trust provides that the assets and operations of Alignvest Student Housing REIT are subject to the control and authority of the Trustees. The General Partner is, during the term of the Partnership Agreement, entitled to appoint all of Trustees.

Pursuant to the Declaration of Trust, each Trustee is required to exercise the powers and duties of his or her office honestly, in good faith with a view to the best interests of Alignvest Student Housing REIT and the Unitholders and, in connection therewith, to exercise that degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

Conflict of Interest Restrictions and Provisions. The Declaration of Trust contains "conflict of interest" provisions that are designed to protect the interests of Unitholders in relation to identified material conflicts of interest involving the REIT. Given that the Trustees and senior officers of Alignvest Student Housing REIT are engaged in a wide range of real estate and other activities, the Declaration of Trust contains provisions that require if a Trustee or an officer of the REIT is a party to a material contract or transaction or proposed material contract or transaction with the REIT or its subsidiaries, or is a director or officer or employee of, or otherwise has a material interest in, any Person who is a party to a material contract or transaction or proposed material contract or transaction with the REIT or its subsidiaries, such Trustee or officer of the REIT, as the case may be, shall disclose in writing to the Trustees or request to have entered in the minutes of meetings of Trustees or a committee of the Trustees, as the case may be, the nature and extent of such interest. Additionally, any Trustee who has disclosed such a conflict of interest shall recuse themselves from any discussion of the material contract or transaction and shall not vote on any resolution to approve the material contract or transaction, except where the contract relates primarily to remuneration as a Trustee, or indemnity or insurance.

Trustees

The name and municipality of residence, office held with Alignvest Student Housing REIT and principal occupation of each Trustee of Alignvest Student Housing REIT are as follows:

Name	Municipality	Office	Principal Occupation
Sanjil Shah	Toronto, ONT	Trustee	Managing Partner, Alignvest Student Housing Inc. Managing Partner, Alignvest Management Corporation
Nancy Lockhart	Toronto, ONT	Chair of the Board of Trustees and Trustee	Director, George Weston Limited; Director, Choice Properties REIT; Director, Atrium Mortgage Investment Corporation
Reza Satchu	Toronto, ONT	Trustee	Managing Partner, Alignvest Management Corporation
Rajiv Silgado	Toronto, ONT	Trustee	Director, OMERS Administration Corporation; Chair, Greyhawk Investments
Robert Wolf	Toronto, ONT	Trustee	Corporate director

Sanjil Shah, Managing Partner

Sanjil Shah is a Trustee of the REIT and the Managing Partner of the General Partner since its inception. Mr. Shah is also a Managing Partner of Alignvest Management Corporation. Prior to joining Alignvest, Mr. Shah was the Chief Financial Officer and Chief Operating Officer of StorageNow, a niche real estate business that consolidated a fragmented real estate sector in Canada. Mr. Shah oversaw the acquisition, development and operations of 11 self-storage properties in Ontario, Saskatchewan and Alberta. The portfolio was successfully built and sold over a four-year period. Prior to joining StorageNow, Mr. Shah was a Senior Manager at KPMG LLP. Mr. Shah holds a Bachelor of Arts from the University of Toronto and is a Chartered Professional Accountant.

Nancy Lockhart, Chair of Trustees and Trustee

Nancy Lockhart is the Chair of the Board of Trustees and a Trustee of the REIT. Ms. Lockhart is a director of George Weston Limited, Choice Properties REIT and Atrium Mortgage Investment Corporation. Previously, Ms. Lockhart was the Chair of Gluskin Sheff + Associates, Inc., and a director of Loblaw Companies Limited, Canada Deposit Insurance Corporation, Retirement Residence REIT and Barrick Gold Corporation. Additionally, Ms. Lockhart was formerly the Chief Administrative Officer of Frum Development Group and a Vice President of Shoppers Drug Mart Corporation. Currently, she is the Chair Emeritus of Crow's Theatre Company and Director of The Royal Conservatory of Music, and was previously Chair of the Ontario Science Centre, President of the Canadian Club of Toronto, Chair of the Canadian Film Centre, Director of the Centre for Addiction and Mental Health Foundation and Director of The Canada Merit Scholarship Foundation. Ms. Lockhart was awarded the Order of Ontario in 2006.

Reza Satchu, Trustee

Reza Satchu is a Trustee of the REIT. Mr. Satchu is a Managing Partner and co-founder of Alignvest Management Corporation, an alternative asset management company with interests in a broad spectrum of investments, including real assets and real estate. Mr. Satchu has co-founded, built, and/or managed several operating businesses from inception including: Alignvest Management Corporation; SupplierMarket, a supply chain software company with over 125 employees and investors that included KKR & Co. L.P. executives; Sequoia Capital, which was sold to Ariba Inc. for share consideration implying an enterprise value of US\$924 million; StorageNow, which became one of Canada's largest self-storage companies prior to its sale; and KGS-Alpha Capital Markets L.P., a U.S. fixed-income broker dealer with over US\$150 million of equity capital. Mr. Satchu is the Founding Chairman of Next Canada, an intensive entrepreneurship program that provides education, mentorship, and start-up funding to Canada's most promising entrepreneurs. Next Canada has an alumni base of over 1,000 entrepreneurs that have launched over 450 ventures, raised over \$2 billion of equity capital and created over 5,000 jobs. He is also Senior Lecturer at Harvard Business School where he teaches Launching Technology Ventures and The Entrepreneurial Manager. Mr. Satchu has a

bachelor's degree in economics from McGill University and a Master of Business Administration from Harvard University.

Rajiv Silgado, Trustee

Rajiv Silgado is a Trustee of the REIT. Mr. Silgado is a director of the OMERS Administration Corporation, where he serves as a member of the Board's Investment and the Human Resources Committees. Mr. Silgado has over 30 years' experience in the investment industry as a senior executive in the areas of asset and wealth management. He retired in late 2019 as President and CEO of UBC Investment Management Trust, where he spearheaded the allocation and investment of the University's Endowment and Pension portfolios across private and public asset classes. Prior to joining UBC in December 2016, Mr. Silgado was Co-CEO of BMO Global Asset Management ("BMO GAM"), which he helped establish and grow from approximately \$50 billion in assets under management in 2009 to over \$300 billion by mid-2016. Earlier, Mr. Silgado spent 14 years with Barclays Global Investors ("BGI"). Mr. Silgado served initially as Chief Investment Officer and subsequently led the firm as President and CEO in Canada. In addition to OMERS, Mr. Silgado serves as Chair of the Investment Advisory Committee of Greyhawk Investments. He is a past member of the Investment Committee of the Vancouver Foundation, the TSX Trading Advisory Committee and of the Board of Governors of the Bishop Strachan School in Toronto. He has also served on the Advisory Board at The Ted Rogers School of Business at Ryerson University and the Board of Directors of Canada Exchange Traded Funds Association. Mr. Silgado received his B. Comm (Honours) and M. Com degrees from Delhi University, India, and an MBA from the University of North Carolina at Chapel Hill. He is a CFA Charterholder.

Robert Wolf, Trustee

Robert Wolf is a Trustee of the REIT and a corporate director. Mr. Wolf currently serves as a trustee/director of: (i) dentalcorp Holdings Ltd. (TSX:DNTL), serving as Chair of the Audit Committee, and (ii) Chair of the Board of GFI (Global Food and Ingredients) (TSXV:PEAS). Mr. Wolf has also previously served as a trustee/director of: (i) WPT Industrial REIT (TSX:WIR.UN), (ii) InnVest REIT (TSX:INN.UN), (iii) OneREIT (TSX:ONR.UN), (iv) MYM Nutraceuticals Inc. (CSE.MYM), (v) C.A. Bancorp Realty Finance Corp. (TSX:RF.A), (vi) Sarment Holding Limited (TSXV:SAIS), (vii) Monarch National Insurance Company and (viii) Crosswinds Holdings Inc. Prior to 2008, Mr. Wolf was the Chief Financial Officer of RioCan Real Estate Investment Trust (TSX:REI.UN) from its inception in 1994. In this role, he led all efforts to successfully raise over C\$3 billion of equity and debt capital. In addition to being responsible for all financial reporting, investor relations and compliance functions, he also played a key role in a number of significant transactions, including corporate acquisitions, joint ventures and debt restructurings. Prior to 1994, Mr. Wolf held a variety of positions in both public accounting and private/public real estate companies. Mr. Wolf obtained his Chartered Accountancy designation in 1984 and holds a Master of Business Administration degree from the Schulich School of Business at York University (1982) and a Bachelor of Commerce degree from McGill University (1981).

Management

Sanjil Shah, Managing Partner

Please see above for the biography of Mr. Shah.

Trish MacPherson, Partner

Trish MacPherson is a Partner of the REIT and the General Partner. Ms. MacPherson most recently ran an independent consulting business and spent 14 years with Canadian Apartment Properties REIT ("CAPREIT") as Executive Vice President, Operations and Vice President, Sales and Marketing. Ms. MacPherson's responsibilities included revenue management, leasing and marketing, investor relations, customer experience, commercial and field operations, and new-build development for CAPREIT's portfolio of residential rental suites and manufactured home sites across Canada, the Netherlands and Ireland. Prior to CAPREIT, Ms. MacPherson worked in public relations, and sales and marketing in diverse industries such as pharmaceuticals, software, and consulting and accounting firms. Additionally, Ms. MacPherson currently acts as a mentor for Toronto CREW and was previously on the advisory board of a real estate software company. Ms. MacPherson received her BScH from Queens University and her MBA from the Richard Ivey School of Business at Western University.

Greg Duggan, Partner

Greg Duggan is a Partner at Alignvest Management Corporation. Since joining Alignvest in 2016, Mr. Duggan has worked on a number of the firm's initiatives including the acquisitions of Sagicor Financial Corporation and Trilogy

International Partners, the fundraising for Alignvest Acquisition II Corporation, and the ongoing portfolio management of a number of Alignvest's businesses including Edgewood Health Network, Trilogy International Partners, Alignvest Student Housing, and NorthPoint Investment Partners Limited. During this time, Mr. Duggan has also been actively involved in evaluating new investment opportunities for Alignvest. Prior to joining Alignvest, Mr. Duggan was an Associate at Onex Partners focused on evaluating private equity investments across a number of industries, including Onex's investments in BBAM, FLY Leasing, and Meridian Aviation. As part of his role, Mr. Duggan was also involved in fundraising efforts for a strategy-agnostic aircraft leasing platform. Mr. Duggan began his career in the investment banking division of Credit Suisse in Toronto where he advised companies on M&A, equity, and debt transactions with coverage focused on the natural resource and diversified sectors. Mr. Duggan holds an MBA from Harvard Business School, a Bachelor of Commerce (Honours) from Queen's University and is a CFA Charterholder.

Celia Chan, Chief Financial Officer

Celia Chan is the Chief Financial Officer of the General Partner. Ms. Chan is also the Chief Financial Officer of Alignvest Management Corporation and Chief Compliance Officer of Alignvest Capital Management Inc, a registered Exempt Market Dealer. Since joining Alignvest in 2013, Ms. Chan is responsible for the financial, tax and compliance functions within the firm and has been actively involved with Alignvest Student Housing since its inception. Prior to joining Alignvest, Ms. Chan was a Manager at Ernst & Young LLP, a global professional services firm, where she specialized in providing audit and advisory services to clients in the financial services industry, specifically asset management companies and mutual funds. Ms. Chan is a Chartered Professional Accountant and holds a Bachelor of Commerce and Finance from the University of Toronto.

Jake Mandel, Vice President

Jake Mandel is a Vice President at Alignvest Management Corporation. Since joining Alignvest, Mr. Mandel has been actively involved in evaluating new investment opportunities for Alignvest Student Housing REIT and has been responsible for the management of the REIT's existing portfolio. Prior to Alignvest, Mr. Mandel was instrumental in underwriting and conducting due diligence for prospective transactions at Dundee Private Equity, which included the qualifying acquisition for the first listed Canadian Special Purpose Acquisition Corporation. Mr. Mandel also spent two years overseeing the portfolio management of Dundee Corporation's existing investments, as well as the Purpose-Built Student Accommodation activities of Dundee Acquisition, including the due diligence of over \$400 million of PBSA acquisitions in Canada. Mr. Mandel earned an HBA from the Richard Ivey School of Business, graduated on the Dean's Honour List and passed with Distinction.

Bradley Williams, Vice President, Operations

Bradley Williams is the Vice President, Operations at Canadian Student Living. Since joining CSL, Mr. Williams has overseen all capital projects including most recently the complete replacement of the mechanical systems at 1Eleven, the boiler replacement at KST, large scale furniture replacements across the portfolio, as well as many other smaller projects. With expertise in contract negotiation and a strong supplier network, he has persistently realized 10-20% savings throughout each of these capital projects. Mr. Williams also oversees market research, budget and rent analysis and operational review for current and new acquisitions, as well as development projects. Prior to Canadian Student Living, Mr. Williams worked at CHC Student Housing as VP, Operations. In this role, Mr. Williams oversaw all operations for both the public and private companies, and regularly conducted due diligence for new acquisitions and potential development projects. With a 20-year history in student housing, Mr. Williams has an extensive experience in all areas of the industry. Mr. Williams holds a Bachelor of Science from Colorado State University and a Master's Degree from Western Illinois University in College Student Personnel graduated with Honours.

Amanda Kalbfleisch, Director, Operations

Amanda Kalbfleisch is the Director, Operations at Canadian Student Living. Since joining CSL, Ms. Kalbfleisch has been actively involved in overseeing all property management activities. Ms. Kalbfleisch has strengthened partnerships with local universities, streamlined operational inefficiencies, and begun developing a web presence for Canadian Student Living, with a new website under development. Ms. Kalbfleisch has numerous projects underway to promote revenue growth, including a water retrofit at the Waterloo properties, and EV charging installations portfolio wide. Prior to Canadian Student Living, Ms. Kalbfleisch was directly managing PBSA as a Regional Director at CHC Student Housing. In this role, Ms. Kalbfleisch directly supervised all property operations, including staff management, financial reporting and receivables. Ms. Kalbfleisch is currently enrolled in the MBA program at Lazaridis School of Business and Economics, has earned certificate in Project Management and a Bachelor of Arts, passed with Distinction.

Remuneration of Trustees

The Trustees will be paid such annual or other compensation for their services as the Trustees may from time to time determine.

A Person who is employed by and receives salary from Alignvest Student Housing REIT, the General Partner or Affiliates thereof will not receive any remuneration from Alignvest Student Housing REIT for serving as a Trustee or senior officer.

The Trustees will also be reimbursed for reasonable travel and other expenses properly incurred by them in attending meetings of the Trustees or in connection with their services as Trustees.

CSL

CSL is a limited partnership formed under the laws of the Province of Ontario on May 7, 2018 and governed by a limited partnership agreement between Alignvest Student Housing Inc. as general partner (the "**General Partner**") and the REIT as the initial limited partner dated as of May 4, 2018 and amended and restated as of January 1, 2021 (the "**Partnership Agreement**"). CSL owns and manages all assets and will own (directly or indirectly) and manage any subsequently acquired assets. The General Partner is responsible for conducting due diligence on all potential acquisitions, negotiating as well as acquiring all assets, disposition matters, and related financing matters. In addition, it is responsible for the day-to-day operations of the assets of CSL, as well as providing advice and guidance to the Trustees.

The General Partner is majority owned by Alignvest Management Corporation and is subject to a unanimous shareholders agreement (the "**Shareholders Agreement**") that gives Alignvest Management Corporation control of the General Partner, subject to minority shareholder protections. Pursuant to the Shareholders Agreement, the General Partner, on behalf of itself and on behalf of CSL, will maintain an investment committee that will make all decisions relating to the acquisition and financing of assets.

The General Partner may be entitled to receive a special distribution upon the occurrence of a Liquidity Event or contemporaneously with a redemption of REIT Units or as part of Periodic Distributions. See "*Partnership Allocations and Distributions*".

Under the Partnership Agreement, the General Partner has the authority to (i) offer Class A LP Units, Class B LP Units, Class C LP Units, Class F LP Units and Class V LP Units, including at a discount as an incentive to encourage existing limited partners to reinvest distributions made by CSL in LP Units, and (ii) admit additional limited partners to CSL.

The General Partner may from time to time, at its discretion, create and issue other classes of units of CSL, provided that such units do not have more favorable terms than the Class V LP Units, unless consented to by the holder of Class V LP Units (the "**Class V LP Unitholder**"). Currently: (i) all of the issued and outstanding Class A LP Units are held by the REIT; (ii) all of the Class B LP Units are held by the General Partner; (iii) all of the issued and outstanding Class C LP Units are held by the Class C LP Unitholder (as defined herein) and were issued pursuant to the terms of the Class C LP Unit Purchase Agreement (as defined herein); (iv) all of the issued and outstanding Class F LP Units are held by the REIT; and (v) all of the issued and outstanding Class V LP Units are held by a third party that is arm's length to the REIT, CSL, and the General Partner and were issued to the Class V LP Unitholder as a portion of the purchase price of 265 Laurier Avenue East, Ottawa Ontario (the "**Annex**").

Pursuant to the terms of a purchase agreement between the purchaser of the Class C LP Units (the "**Class C LP Unitholder**"), (a third party that is arm's length to the REIT, CSL, and the General Partner) and CSL for Class C LP Units dated March 29, 2019 (the "**Class C Purchase Agreement**"), the Class C LP Unitholder may redeem its Class C LP Units in accordance with the terms of Partnership Agreement and upon the same terms and conditions as those applicable to REIT Units.

Pursuant to the terms of a unit exchange right agreement dated March 4, 2019, between CSL, the Class V LP Unitholder, and the REIT, the Class V LP Unitholder is granted the right to exchange its Class V LP Units for REIT Units on a one for one basis. Pursuant to the terms of the Partnership Agreement, if at any time, the holder of any Class V LP Units exchanges Class V LP Units for REIT Units, such that the REIT becomes the holder of Class V LP Units, the REIT may elect to have all or a portion of the Class V LP Units re-designated as Class F LP Units on a one-for-one basis.

Alignvest Commitment

The Alignvest Investor has made an investment of more than \$20,000,000 in Class F REIT Units (the “**Alignvest Commitment**”). The Class F REIT Units were acquired by the Alignvest Investor on the same terms as third-party Subscribers on June 18, 2018 (the “**Commitment Date**”). The Alignvest Commitment will remain invested in the REIT for a minimum period of five years from the Commitment Date and may thereafter be reduced or fully redeemed.

DECLARATION OF TRUST AND DESCRIPTION OF UNITS

General

Alignvest Student Housing REIT is a limited purpose unincorporated open-ended investment trust established under the laws of the Province of Ontario on May 8, 2018 and operating pursuant to the Declaration of Trust.

REIT Units

The beneficial interests in Alignvest Student Housing REIT are divided into units. The REIT offers two classes of units, the Class A REIT Units and the Class F REIT Units (collectively, the “**REIT Units**”). The REIT Units have the same rights and attributes with the exception that the Class A REIT Units are indirectly subject to the Management Fee charged in relation to the corresponding Class A LP Units held by the REIT. The number of REIT Units Alignvest Student Housing REIT may issue is unlimited. Each REIT Unit when issued shall vest indefeasibly in the holder thereof. The issued and outstanding REIT Units may be subdivided or consolidated from time to time by the Trustees with the approval of the majority of the Unitholders, or as otherwise provided in the Declaration of Trust. Each REIT Unit shall represent an undivided beneficial interest in Alignvest Student Housing REIT and distributions by Alignvest Student Housing REIT, whether return of capital, net income, net realized capital gains, or other amounts, and, in the event of a liquidation, dissolution, winding-up or other termination of Alignvest Student Housing REIT, in the net assets of Alignvest Student Housing REIT remaining after satisfaction of all liabilities.

No REIT Unit shall have preference or priority over any other.

Purchase of REIT Units

Alignvest Student Housing REIT shall be entitled to purchase for cancellation at any time the whole or from time to time any part of the outstanding REIT Units, at a price per REIT Unit and on a basis determined by the Trustees in compliance with Securities Laws.

Redemption of REIT Units

Subject to the restrictions set out below, REIT Units are redeemable on a monthly basis on the last day of each month (each, a “**Redemption Date**”) by the holders thereof upon delivery to the REIT of a duly completed and properly executed notice in a form reasonably acceptable to the Trustees requesting redemption, together with written instructions as to the number of REIT Units to be redeemed. REIT Units must be properly surrendered for redemption by a Unitholder at least 30 days prior to the applicable Redemption Date. The notice period for the redemption of REIT Units may be waived or shortened at the discretion of the Trustees. A Unitholder who properly surrenders a REIT Unit for redemption shall be entitled to receive a price per REIT Unit equal to the Fair Market Value per REIT Unit on the applicable Redemption Date, determined as of the last Business Day of the month by the Trustees pursuant to the Declaration of Trust (the “**Redemption Price**”), minus 3% of the Redemption Price of the REIT Units being redeemed if the REIT Units have been held for less than two years. All rights to and under the REIT Units tendered for redemption shall be surrendered on the applicable Redemption Date except for the right to receive the Redemption Price and any declared but unpaid distributions (not otherwise forming part of the Redemption Price).

Where REIT Units that are subject of a redemption were purchased from a distributor on the Fundserv network, a redemption request must also be entered into through the Fundserv network, and payment of the Redemption Price is made through the Fundserv network.

Subject to the above and a suspension of redemptions in the circumstances, the aggregate Redemption Price payable by the REIT in respect of any REIT Units surrendered for redemption during any month shall be satisfied by way of a cash payment in Canadian dollars within 15 days following the applicable Redemption Date, provided that the

entitlement of Unitholders to receive cash upon the redemption of their REIT Units is subject to the limitation that the total amount payable by the REIT in cash in respect of REIT Units tendered for redemption in respect of the same month shall not exceed \$250,000 in cash per month and in no case may the total amount payable by the REIT in cash in respect of REIT Units tendered for redemption in a month exceed 50% of Unencumbered Cash (provided that such limitation may be waived at the discretion of the Trustees) (the “**Redemption Limit**”).

Cash payable for redemptions in respect of a particular month are paid pro rata to Unitholders on the basis of the Fair Market Value of the REIT Units tendered for redemption in respect of that month. To the extent a Unitholder is not entitled to receive redemption proceeds solely in cash as a result of redemption proceeds payable by the REIT exceeding the Redemption Limit of the applicable month, the balance of the aggregate Redemption Price for such REIT Units shall, subject to any applicable regulatory approvals, be paid and satisfied by way of a distribution in specie of assets held by the REIT. In such circumstances, it is expected that LP Units of a value equal to the balance of the aggregate redemption proceeds not to be satisfied by the REIT in cash (the “**Redemption Balance**”) are redeemed by the REIT in consideration of the issuance by the CSL to the REIT of debt securities of CSL (each, a “**LP Note**”) with an aggregate principal amount equal to the Redemption Balance. The LP Notes will then be distributed in satisfaction of the Redemption Balance. No LP Notes in integral multiples of less than \$100 are distributed and, where LP Notes to be received by a Unitholder include a multiple less than \$100, that number shall be rounded to the next lowest multiple of \$100 and the excess are paid in cash. The REIT shall be entitled to all interest paid on the LP Notes, if any, on or before the date of the distribution in specie. Where the REIT makes a distribution in specie on the redemption of a Unitholder’s REIT Units, the REIT may allocate to that Unitholder any capital gain or income realized by the REIT on or in connection with such distribution. LP Notes, which may be distributed to Unitholders in connection with a redemption, will not be listed on any exchange, no market is expected to develop in the securities of the CSL, and such securities may be subject to resale restrictions under applicable securities laws. LP Notes will not be qualified investments for RRSPs, RRIFs, DPSPs, RESPs, RDSPs and TFSA’s under the Tax Act.

Redemption of REIT Units at the Option of the REIT

REIT Units may be redeemed at the option of the Trustees at any time by providing written notice to the applicable Unitholders at least ten (10) days prior to the date of redemption. Redemptions at the option of the Trustees are on a pro rata and “first-in, first-out” (FIFO) basis unless otherwise determined by the Trustees. Notwithstanding the broad discretion of the Trustees to redeem REIT Units, the Trustees may redeem REIT Units:

- to ensure that the REIT qualifies or continues to qualify as a “mutual fund trust” for the purposes of the Tax Act;
- if a Unitholder becomes a “designated beneficiary” for the purposes of the Tax Act; or
- if the Unitholder’s ownership of REIT Units would cause the REIT to become a “financial institution” for the purposes of the Tax Act.

Suspension of Redemption of REIT Units

The redemption of REIT Units may be temporary suspended by the REIT in the discretion of the Trustees for a period of no longer than 12 months if:

- the number of REIT Units tendered for redemption in a month would, if the Redemption Price were paid for such REIT Units, exceed 20% of the Fair Market Value of all of the issued and outstanding REIT Units at such time; or
- the redemption of REIT Units would result in the REIT no longer qualifying as a “mutual fund trust” for the purposes of the Tax Act.

In the event that the Trustees suspend redemptions the redemption of REIT Units are processed on a pro rata basis on the next, and if necessary, subsequent Redemption Date. The General Partner may also, in its discretion, suspend redemptions to the limited partners under the Partnership Agreement in such circumstances.

Redemption Distribution

CSL may make further distributions in respect of redeemed LP Units in the amount determined by the General Partner to reflect any income or gains arising in connection with the redemption of LP Units that the General Partner has

determined should be allocated to the respective class of LP Units (a “**Redemption Distribution**”). See “*Distribution Policy*” below.

Meetings of Unitholders

The REIT does not intend to hold annual meetings of Unitholders. The Trustees shall have power at any time to call special meetings of the Unitholders at such time and place in Canada as the Trustees may determine. Unitholders holding in the aggregate not less than 25% of the votes attaching to all outstanding REIT Units (on a fully diluted basis) may requisition the Trustees in writing to call a special meeting of the Unitholders for the purposes stated in the requisition. A requisition must state in reasonable detail the business proposed to be transacted at the meeting. Unitholders may attend and vote at all meetings of Unitholders either in person or by proxy and a proxy need not be a Unitholder.

Holders of Class A REIT Units and Class F REIT Units are entitled to vote separately as a Class if required by securities legislation or if the Trustee determines that such Class is affected by any matter in a manner materially different from the other classes of units of the REIT. In this case, the Trustees shall convene a separate meeting of Unitholders of that Class, which meeting may be held concurrently with the meeting of Unitholders of the REIT as a whole.

Issuance of Units

The Trustees may allot and issue Class A REIT Units and Class F REIT Units at such time or times and in such manner (including pursuant to any plan from time to time in effect relating to reinvestment by the Unitholders of distributions of Alignvest Student Housing REIT in REIT Units) and to such “Person, Persons or class of Persons” as the Trustees in their discretion shall determine. The price or the value of the consideration for which REIT Units may be issued is the Fair Market Value of the Units and the terms and conditions of issuance of the REIT Units shall be determined by the Trustees in their sole discretion. In the event that REIT Units are issued in whole or in part for a consideration other than money, the resolution of the Trustees allotting and issuing such REIT Units shall express the fair equivalent in money of the other consideration received.

Subscription Agreements and cleared funds received on or before the last Business Day of each month (or such other date as may be determined by the Trustees) are accepted on each Closing Date subject to the discretion of the Trustees. Subscription Agreements received after a Closing Date for a particular month are accepted on the next Closing Date. Class A REIT Units and Class F REIT Units are issued at a price per Class A REIT Unit and Class F REIT Unit, respectively, equal to the Fair Market Value for each of the Class A REIT Units and Class F REIT Units on the applicable Closing Date. The Trustees will calculate and announce the Fair Market Value of the REIT Units approximately 10 days prior to each Closing Date. In the event that there is a material change in the business or assets of the REIT following the announcement of the Fair Market Value of the REIT Units but prior to the applicable Closing Date, the Trustees will recalculate and announce a revised Fair Market Value of REIT Units. In such circumstances, subscribers for REIT Units in that month will be entitled to rescind their subscription or purchase of REIT Units within three (3) Business Days of the announcement of the revised Fair Market Value.

No certificates evidencing ownership of the REIT Units are issued to a Unitholder (including reflecting subscriptions of REIT Units through Fundserv). REIT Units are represented by a physical register or such electronic means in accordance with industry standards as may be determined by the Trustees from time to time.

The Trustees have the discretion to reject any subscription request. The decision to accept or reject any subscription request is made as soon as possible, and in any event, within two (2) Business Days of receipt of the subscription funds, completed Subscription Agreement and any other required documents, provided the closing for such subscription will close on the applicable Closing Date. If a subscription request is rejected, all payments received with the request are refunded without interest or deduction. The Trustees may permit subscriptions from Subscribers outside of the Offering Jurisdictions in their sole discretion, provided they have determined that doing so will not have an adverse impact on the REIT or the existing Unitholders.

Limitation on Non-Resident Ownership

Notwithstanding any provision of this Offering Memorandum or the Declaration of Trust to the contrary, at no time may more than 47% of the REIT Units then outstanding be held by or for the benefit of Persons who are not resident in Canada for the purposes of the Tax Act (“**Non-Resident Beneficiaries**”). The Trustees may require declarations as to the jurisdictions in which beneficial owners of REIT Units are resident or declarations from holders of REIT Units as to whether such REIT Units are held for the benefit of Non-Resident Beneficiaries. If the Trustees become aware that more than 47% of the REIT Units then outstanding are, or may be, held by or for the benefit of Non-Resident

Beneficiaries or that such a situation is imminent, the Trustees may make a public announcement thereof and shall not accept a subscription for such REIT Units from or issue or register a transfer of such REIT Units to a Person unless the Person provides a declaration that the Person is not a non-resident for the purposes of the Tax Act and does not hold his REIT Units for a Non-Resident Beneficiary. If, notwithstanding the foregoing, the Trustees determine that more than 47% of the REIT Units then outstanding are held by or for the benefit of Non-Resident Beneficiaries, the Trustees may send a notice to non-resident holders of REIT Units and holders of REIT Units for Non-Resident Beneficiaries chosen in inverse order to the order of acquisition or registration or in such other manner as the Trustees may consider equitable and practicable, requiring them to sell or redeem their REIT Units or a portion thereof within a specified period of not more than 60 days.

Establishment, Offering and Operating Expenses of the REIT

The REIT is responsible for the costs of its establishment and the Offering, including but without limitation, the fees and expenses of legal counsel to the REIT and the REIT's auditors. These costs may be amortized over a five-year period on a straight-line amortization schedule.

The REIT is responsible for the payment of fees and expenses relating to its ongoing operations. The operating fees and expenses to which the REIT is subject include, without limitation, Trustee fees, if any, audit, accounting, record keeping, legal fees and expenses, certain due diligence expenses, custody and safekeeping charges, providing financial and other reports to Unitholders and convening and conducting meetings of Unitholders and all taxes, assessments or other regulatory and governmental charges levied against the REIT. The REIT is generally required to pay applicable sales taxes on most administration expenses that it pays.

Management Fees Payable in Respect of CSL Limited Partnership Units Held by REIT

CSL pays the General Partner a management fee plus applicable taxes (the "**Management Fee**") equal to 1.00% per annum of the net asset value of the Class A LP Units held by the REIT, plus applicable taxes.

Management Fees are calculated and paid to the General Partner monthly as at the last Business Day of each month or as at any other day as the General Partner may determine.

No management fee is payable in respect of the Class F LP Units held by the REIT.

Dealer Compensation

In the event that an investor purchases Class A REIT Units through a registered dealer, the investor may be required to pay the dealer a sales commission which is negotiated between the investor and the registered dealer and is paid by the investor to such dealer. The General Partner may pay a trailing commission out of its own funds of up to 1.00% per annum to registered dealers and/or other person legally eligible to accept a commission in connection with their client's holdings of Class A REIT Units. Trailing commissions may be modified or discontinued by the General Partner at any time.

No sales commission or trailing commissions will be payable by the General Partner in respect of the Class F REIT Units.

Amendments to Declaration of Trust

The Declaration of Trust may be amended by a vote of a majority of the votes cast at a meeting of Unitholders duly called for that purpose.

Term of Alignvest Student Housing REIT

Unless the REIT is sooner terminated as otherwise provided herein, the REIT shall continue in full force and effect so long as any property of the REIT is held by the Trustees, and the Trustees shall have all the powers and discretions, expressed and implied, conferred upon them by law or by the Declaration of Trust.

The REIT may be terminated only by a special resolution of Unitholders holding in the aggregate not less than a majority of the outstanding REIT Units entitled to vote or by the Trustees, without the approval of Unitholders if in the discretion of the Trustees it would be in the best interests of the REIT to terminate the REIT. The REIT will provide Unitholders with notice in writing no less than 30 days prior to such termination.

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

VALUATION POLICY

Valuation

Alignvest Student Housing REIT will account for its investment properties using the fair value model in accordance with IAS 40 – Investment Properties. Investment property is defined as property held to earn rentals or for capital appreciation or both. Investment properties are initially recorded at cost, including related transaction costs.

Subsequent to initial recognition, investment properties are measured at fair value, which reflects market conditions at the reporting date.

Alignvest Student Housing REIT applies judgment in determining if the acquisition of an individual property qualifies as a business combination in accordance with IFRS 3 Business Combinations or as an asset acquisition. Transaction costs (including commissions, land transfer tax, appraisals, legal fees and third-party inspection reports associated with a purchase) related to property acquisitions not considered business combinations are capitalized in accordance with IAS 40. Transaction costs are expensed in accordance with IFRS 3 where such acquisitions are considered business combinations.

The fair value of investment properties is determined using a detailed valuation framework developed by Alignvest Student Housing REIT's internal and external valuation teams. Each of these teams includes experts in the industry. The valuation teams considered the following approaches in determining the fair value:

- consideration of recent prices of similar properties within similar market areas; and
- the direct capitalization method, which is based on the conversion of current and future normalized earnings potential directly into an expression of market value. The NOI for the year is divided by an overall capitalization rate (inverse of an earnings multiplier) to arrive at the estimate of fair value.

The external team comprised of the auditors and valuers are responsible for:

Quarterly by the valuers:

- Determining the capitalization rates that would be used in valuing the properties; and
- Providing charts of comparable sales and supporting relevant market information.

Annually by the valuers:

- Determining the capitalization rates that would be used in valuing the properties;
- Providing charts of comparable sales and supporting relevant market information;
- Determining the appropriate industry standard “set off” and normalization assumptions used in the calculation of NOI;
- Reviewing the valuation framework to determine whether any changes or updates are required;
- Reviewing, for the audited year-end financial statements, the resultant values for reasonableness, compliance with the valuation framework and compliance with IAS 40; and
- Supplying a “Fair Value” Report for financial statement purposes.

Annually by the auditors:

- Reviewing the valuation framework to determine whether any changes or updates are required;

- Evaluating the work of the valuator including assumptions and comparisons to market;
- Reviewing of the controls over the underlying data provided to the valuator from the REIT's accounting system
- Reviewing the "Fair Value" Report prepared by the valutors; and
- Reviewing, for the audited year-end financial statements, the resultant values for reasonableness, compliance with the valuation framework and compliance with IAS 40.

The internal team, comprised of the Trustees and the management of the General Partner, is responsible monthly and annually for:

- Assembling the property specific data used in the valuation model based on the process set forth in the valuation framework;
- Reviewing the valuation framework to determine whether any changes or updates are required;
- Inputting the capitalization rates, "set offs" and normalization assumptions provided by the valutors; and
- Delivering the completed valuation framework to the external team for review at year-end for the audited financial statements

Investment properties are derecognized when either they have been disposed of or when the investment property is permanently withdrawn from use and no future economic benefit is expected from its disposal. Any gains or losses on the retirement or disposal of investment property are recognized in the income statement in the year of retirement or disposal.

Development Equity Investments Valuation

Development equity investments will be carried at book value less any impairments plus the anticipated increase, if any, to fair market value upon completion multiplied by the percentage of completion plus or minus adjustments (i.e. Development Equity Valuation = book value – impairments + (fair market value increase upon completion x percentage completion) +/- adjustments). Adjustments can be, but are not limited to discounts for the time value of money, leasing costs, stabilization costs and discretionary risk adjustments.

Other Investments Valuation

Other Investments will be carried at fair value.

Calculation of Fair Market Value

The fair market value of the REIT Units (the "**Fair Market Value**") shall be determined by the Trustees, in their sole discretion, using reasonable methods of determining Fair Market Value. For clarity, the Fair Market Value of the Class A REIT Units and the Fair Market Value of the Class F REIT Units is determined separately for each class of REIT Units. The Fair Market Value of the REIT Units may or may not be equal to the net asset value of the REIT Units. The description of the methodology of investment property valuations and the calculation of the Fair Market Value of REIT Units reflects the methodology anticipated to be used by the Trustees as at the date hereof in calculating Fair Market Value. The Trustees may, in their discretion, adopt alternative methodologies to calculate investment property values and Fair Market Value from time to time, without notice to, or approval by, Unitholders.

It is anticipated that the Fair Market Value is to be calculated monthly based on the IFRS balance sheet carrying values and certain adjustments ("**Adjustment Factors**"). The Fair Market Value of the REIT Units may change between months, at month end or not at all unless there are material changes or considerations that would impact the REIT Units, including, but not limited to changes in capitalization rates or acquisitions and dispositions of acquired assets.

The Trustees will calculate and announce the Fair Market Value of the REIT Units approximately 10 days prior to each Closing Date. In the event that there is a material change in the business or assets of the REIT following the announcement of the Fair Market Value of the REIT Units but prior to the applicable Closing Date, the Trustees will recalculate and announce a revised Fair Market Value of the REIT Units. Subscribers for REIT Units in that month will

be entitled to rescind their subscription or purchase of REIT Units within three (3) Business Days of the announcement of the revised Fair Market Value.

The Fair Market Value of the Class A REIT Units is calculated by taking the pro rata share of CSL's IFRS balance sheet assets relating to the Class A LP Units, subtracting the pro rata share of CSL's IFRS balance sheet liabilities relating to the Class A LP Units (including, for greater clarity, any accrued and unpaid Management Fees attributable to Class A LP Units), and reflecting any appropriate Adjustment Factors (as discussed below).

The Fair Market Value per Class A REIT Unit is computed by dividing (i) the Fair Market Value of the Class A REIT Units as calculated above, by (ii) the total number of outstanding Class A REIT Units.

The Fair Market Value of the Class F REIT Units is calculated by taking the pro rata share of CSL's IFRS balance sheet assets relating to the Class F LP Units, subtracting the pro rata share of CSL's IFRS balance sheet liabilities relating to the Class F LP Units, and reflecting any appropriate Adjustment Factors (as discussed below).

The Fair Market Value per Class F REIT Unit is computed by dividing (i) the Fair Market Value of the Class F REIT Units as calculated above, by (ii) the total number of outstanding Class F REIT Units.

The Adjustment Factors are:

- (a) Portfolio premiums, if any; plus
- (b) capitalization of certain capital expenses, whose benefits accrue over a long period of time and should be allocated between exiting, remaining and incoming Unitholders but may be written off or effectively written off under IFRS, or where the value of such expense is not as yet reflected, in whole or in part, in the portfolio valuation due to timing lags, if any; plus
- (c) portfolio inter-month timing adjustments, if any; less
- (d) discretionary adjustments, if any, including adjustments to reflect the timing of particular investments in CSL.

"Portfolio premium" means an adjustment to IFRS valuations to account for the difference that buyers may pay for a portfolio of properties over individual component properties considered on their own. The IFRS valuation approach evaluates each property on a standalone basis, without considering the value of economies of scale, clustering advantages, the time, expense and difficulty of assembling a portfolio and the attractiveness of a portfolio to potential buyers.

The calculation of Fair Market Value involves critical estimates, assumptions and judgments as part of the process.

DISTRIBUTION POLICY

CSL Allocations and Distributions

It is intended that, prior to the disposition of all or substantially all of the fixed assets of CSL (as determined by the General Partner, acting reasonably) (a **"Liquidity Event"**), CSL will distribute (i) 75% of its distributable cash, being an amount equal to all cash of CSL less any amount that the General Partner may reasonably consider necessary to provide for the payment of any costs or expenses that have been or are reasonably expected to be incurred and less such reserves or amounts deemed necessary or desirable at the discretion of the General Partner (**"Distributable Income"**), on a pro rata basis to the holders of LP Units; and (ii) 25% of its Distributable Income to the General Partner (collectively, the **"Periodic Distributions"**).

Upon each redemption of Class A LP Units, Class C LP Units, Class F LP Units or Class V LP Units, the Partnership will make a distribution to the General Partner in an amount equal to 25% of the amount obtained by taking: (i) the fair market value used to calculate the redemption price payable by the Partnership to the Limited Partner plus the Redemption Distribution minus (ii) the Net Capital of the Redeemed LP Units (as defined herein) (a **"Special GP Distribution"**) (such that the value above the Net Capital of the Redeemed LP Units held by the REIT is effectively split 25%/75% between the General Partner and the REIT, respectively).

Upon the occurrence of a Liquidity Event, the assets of CSL shall, in the discretion of the General Partner, be paid or distributed in one or more tranches in the following order of priority:

- (a) first, an amount will be paid to extinguish the liabilities of CSL, if any;
- (b) second, an amount shall be distributed to holders of the LP Units equal to (i) the invested capital in the LP Units, minus (ii) Periodic Distributions previously paid on the LP Units;
- (c) third, an amount shall be distributed to holders of LP Units equal to a return of 7% per annum, compounded annually, on the invested capital in the LP Units (the **“Preferred Return”**)(which Preferred Return, for greater certainty, shall accrue from day to day and shall be calculated on the basis of the balance of the capital account for the applicable LP Units on each such day from the date or dates upon which any such invested capital was received by CSL and which capital account is reduced in accordance with the Partnership Agreement by any such invested capital that has been distributed;
- (d) fourth, an amount shall be distributed to the General Partner equal to 25% of the combined aggregate amounts paid (i) as Preferred Return under Section (c) and (ii) under this Section (d); and
- (e) fifth, the balance shall be distributed as to 25% to the General Partner and 75% on a *pro rata* basis to the holders of the LP Units.

“Net Capital of the Redeemed LP Units” means (a) in respect of the Class A LP Units, an amount equal to the capital invested in the Partnership for the purchase of the Class A LP Units subject to redemption calculated at the time of the purchase of the Class A LP Units, subject to redemption minus the amount of the Periodic Distributions previously paid by the Partnership in respect of such Class A LP Units; (b) in respect of the Class C LP Units, the product of (i) the capital invested in the Partnership in respect of the Class C LP Units, minus the amount of the Periodic Distributions previously paid by the Partnership to holders of the Class C LP Units, multiplied by (ii) a fraction with a numerator equal to the number of Class C LP Units redeemed and a denominator equal to the number of Class C LP Units outstanding immediately prior to the subject redemptions; (c) in respect of the Class F LP Units, an amount equal to the capital invested in the Partnership for the purchase of the Class F LP Units subject to redemption calculated at the time of the purchase of the Class F LP Units, subject to redemption minus the amount of the Periodic Distributions previously paid by the Partnership in respect of such Class F LP Units and (d) in respect of the Class V LP Units, the product of (i) the capital invested in the Partnership in respect of the Class V LP Units, minus the amount of the Periodic Distributions previously paid by the Partnership to holders of the Class V LP Units, multiplied by (ii) a fraction with a numerator equal to the number of Class V LP Units redeemed and a denominator equal to the number of Class V LP Units outstanding immediately prior to the subject redemptions.

In each instance the Net Capital of any Redeemed LP Units is calculated on a pro rata and first in first out (FIFO) basis as it relates to any Unitholder unless otherwise determined by the General Partner.

Distribution Rate per REIT Unit

The REIT expects to generate returns to Unitholders through both current income and long-term appreciation of its assets targeting an annual distribution to Unitholders of \$6.00 per REIT Unit for each calendar year, which amount may be adjusted from time to time .

Distribution Reinvestment Plan

The REIT permits Unitholders to receive distributions in the form of additional REIT Units or cash. Unitholders of Class A REIT Units and Class F REIT Units may enroll in the distribution reinvestment plan (the **“DRIP”**) which will allow them to elect to have all cash distributions on their Class A REIT Units and Class F REIT Units automatically reinvested in additional Class A REIT Units or Class F REIT Units, as applicable, at a 2.0% discount to Fair Market Value of the Class A REIT Units or Class F REIT Units (as applicable) purchased through the DRIP.

CLOSING DATES FOR OFFERING

The REIT expects to fund its growth strategy of acquiring high-quality student housing assets by offering REIT Units on a continuous basis combined with cash-on-hand and mortgage debt. Subscription Agreements and cleared funds received on or before the last Business Day of each month (or such other date as may be determined by the Trustees)

are accepted on each Closing Date at the discretion of the Trustees. Subscription Agreements received after a Closing Date for a particular month are accepted on the next Closing Date. Class A REIT Units and Class F REIT Units are issued at a price per Class A REIT Unit and Class F REIT Unit, respectively, equal to the Fair Market Value for each of the Class A REIT Units and Class F REIT Units on the applicable Closing Date. The Trustees will calculate and announce the Fair Market Value of the REIT Units approximately 10 days prior to each Closing Date. In the event that there is a material change in the business or assets of the REIT following the announcement of the Fair Market Value of the REIT Units but prior to the applicable Closing Date, the Trustees will recalculate and announce a revised Fair Market Value of REIT Units. Subscribers for REIT Units in that month will be entitled to rescind their subscription or purchase of REIT Units within three (3) Business Days of the announcement of the revised Fair Market Value.

REIT Units may be surrendered for redemption on a monthly basis and will be redeemed on the applicable Redemption Date for the Redemption Price determined as of the last Business Day of the month provided a redemption request is made in writing to the REIT at least 30 days prior to the applicable Redemption Date.

The REIT Units are offered through the investment fund order system, Fundserv with Fundserv Code ASH101 for Class A REIT Units and ASH 100 for Class F REIT Units.

FINANCIAL REPORTING

The year end of the REIT is December 31.

The audited annual financial statements of the REIT are prepared and sent to Unitholders who elect to receive the financial statements. Audited financial statements are sent within 90 days of each fiscal year end.

RISK FACTORS

There are certain risk factors inherent in an investment in the REIT Units and in the activities of Alignvest Student Housing REIT, including the following, which investors should carefully consider before subscribing for the REIT Units.

COVID-19 and Pandemic Risk

There has been and continues to be a global pandemic related to an outbreak of the novel coronavirus disease (“COVID-19”). COVID-19 and any future global pandemics may have an adverse effect on levels of employment, which may adversely impact the ability of tenants, borrowers and other counterparties to make timely payments on their rents, mortgages and other loans. In addition, an increase in delinquent payments by tenants, borrowers and other counterparties may negatively affect the REIT’s financial position.

Canadian universities may alter their operations in response to a pandemic by shifting classroom instruction and activity to virtual formats. These circumstances may have an impact on student preferences for accommodations including that students who typically occupy student housing may seek alternative types of housing, including staying at home with parents or rental arrangements in less densely populated living spaces. In either instance, as a result, the demand for student housing could decrease and vacancy rates could increase, both which may negatively impact the REIT’s financial position.

In addition, the Canadian federal government or provincial governments could implement policies or laws directly targeted at Canadian universities and post-secondary institutions that may have unforeseen impacts on student housing and the REIT. The REIT actively monitors regulatory developments and will adjust to any regulatory changes that may arise as a result of COVID-19 or any future pandemic.

Real Property Ownership

All real property investments are subject to elements of risk. Such investments are affected by general economic conditions, local real estate markets, demand for multi-unit residential premises, competition from other available residential premises and various other factors.

Certain significant expenditures, including property taxes, capital repair and replacement costs, maintenance costs, mortgage payments, insurance costs and related charges must be made throughout the period of ownership of real property regardless of whether the property is producing any income. If CSL is unable to meet mortgage payments on any assets, losses could be sustained as a result of the mortgagee’s exercise of its rights of foreclosure or sale.

Real property investments tend to be relatively illiquid, with the degree of liquidity generally fluctuating in relation to demand for and the perceived desirability of such investments. Such illiquidity may tend to limit CSL’s ability to vary its portfolio of assets promptly in response to changing economic or investment conditions. If CSL was required to liquidate its real property investments, the distributions of CSL to the REIT and distributions by the REIT to Unitholders might be significantly less than the aggregate value of assets held by CSL on a going-concern basis.

Alignvest Student Housing REIT will indirectly be subject to the risks associated with debt financing, including the risk that existing mortgage indebtedness secured by the assets held by CSL will not be able to be refinanced or that the terms of such refinancing will not be as favorable as the terms of existing indebtedness.

Student Housing

The REIT, through CSL, generally attempts to lease its beds or units leveraging long-term, fixed, leases with early opt-out dates in accordance with applicable landlord and tenant legislation. In select cases, CSL may execute leases with shorter terms, which could result in reduced cash flows if beds or units are not leased prior to the end of the respective term.

Student housing generally experiences higher turnover than traditional residential real estate. This high turnover, in tandem with a relatively short leasing season, could hamper the REIT’s ability to maintain attractive occupancy rates if it is not proactively and effectively managed.

A student housing property’s occupancy rate could heavily fluctuate depending on the success of the post-second institution it services. For example, if a post-secondary institution is experiencing unfavourable enrollment and

demographic trends and is garnering a poor reputation, surrounding student housing may experience less demand which could result in further occupancy risk.

Failure to Acquire Assets Under Purchase Agreements

It is contemplated that General Partner will complete the purchase of assets referenced under Schedule "A" to this Offering Memorandum, subject to closing conditions. However, the REIT has no control over whether or not the conditions are met and there can be no assurance that all conditions will be satisfied or waived or that the acquisition of the assets under purchase agreement will be consummated, or, if consummated, will be on terms that are exactly the same as disclosed herein.

Failure to Acquire Future Assets

While the General Partner may enter into non-binding letters of intent with respect to assets under review, there can be no assurance that such properties will be acquired. There is no guarantee that suitable assets investment opportunities will be found, that acquisitions on favorable terms can be negotiated or that the CSL will be able to realize on the value of assets once acquired. Competition for suitable investments from other investors may reduce the availability of investment opportunities. In addition, such competition may mean that the prices and terms on which investments may be made may be less favorable than would otherwise have been the case. The General Partner may incur significant expenses identifying, investigation, and attempting to acquire potential assets that are ultimately not consummated, including fees and expenses relating to due diligence and travel related expenses and competitive bidding processes. If the General Partner is unable to make accretive acquisitions of assets, the growth of its portfolio could be adversely impacted.

Concentration of Investments

If a limited number of student housing assets are acquired, such concentration may be detrimental to profitability if these assets underperform. Investments will be concentrated in one sector and may also be concentrated in a limited number of regions. During periods of difficult market conditions or economic slowdown in certain regions or affecting certain infrastructure sectors, the adverse effect on the REIT, may be exacerbated by geographical and or sectoral concentration of assets held.

General Risks Relating to the Acquisitions

Although the General Partner has conducted due diligence of assets to potentially be acquired, an unavoidable level of risk remains regarding any undisclosed or unknown liabilities of, or issues concerning these properties. Following the acquisition of assets, CSL may discover that it has acquired substantial undisclosed liabilities or that certain of the representations made by the vendors of the properties prove to be untrue. There can be no assurance of recovery by CSL from the vendors for any breach of the representations, warranties or covenants provided by the vendors because there can be no assurance that the amount and length of the indemnification obligations will be sufficient to satisfy such obligations or that the vendors will have any assets or continue to exist.

Possible Failure to Realize Expected Returns on the Acquisitions

Acquisitions involve risks, including the failure of acquired assets to realize the results the Trustees and management of the General Partner expect. If any of such acquisition, fails to realize the results that the REIT expect, such failure could materially and adversely affect the REIT's business plan and could have a material adverse effect on the REIT and its ability to make distributions to Unitholders.

Risks Related to the Integration of the Acquisitions

In order to achieve the benefits of acquisitions of assets, the REIT will rely upon CSL's ability to successfully retain staff, consolidate functions and integrate operations, procedures and personnel in a timely and efficient manner and to realize the anticipated growth opportunities from consolidating the Canadian student housing market. The integration of the acquisitions and related operations requires the dedication of CSL's effort, time and resources. The integration process may result in the disruption of ongoing business and customer relationships that may adversely affect CSL's ability to make distributions to the REIT and the REIT's ability to make distributions to Unitholders.

Risks Related to the Appraisals

The General Partner may retain third parties in relation to conducting appraisals of assets to provide an independent estimate of their fair market value. It should be noted that appraisals are estimates of fair market value at a specific point in time and represent the opinion of qualified experts as of the effective date of such appraisals. Accordingly, appraisals are not guarantees of present or future value. There is no assurance that the appraisals correctly reflect an amount that would be realized upon a current or future sale of assets. As real estate prices fluctuate due to numerous factors, the appraised value of assets may not accurately reflect current fair market value.

Revenue Producing Properties

It is anticipated that acquired assets will generate income through rental payments made by the tenants thereof. Upon the expiry of any lease, there can be no assurance that such lease will be renewed or the tenant replaced. The terms of any subsequent lease may be less favorable than the existing lease. Unlike commercial leases which generally are “net” leases and allow a landlord to recover expenditures, residential leases are generally “gross” leases and the landlord is not able to pass on costs to its tenants.

Competition for Real Property Investments

The REIT competes for suitable real property investments with individuals, corporations and institutions (both Canadian and foreign) and other real estate investment trusts which are presently seeking, or which may seek in the future, real property investments similar to those desired by the REIT. A number of these investors may have greater financial resources than those of the REIT and CSL, or operate without the investment or operating guidelines of the REIT or according to more flexible conditions. An increase in the availability of investment funds, and an increase in interest in real property investments, may tend to increase competition for real property investments, thereby increasing purchase prices and/or reducing the yield on them.

Credit Risk Related to Tenants

Credit risk arises from the possibility that tenants may experience financial difficulty and be unable to fulfill their lease term commitments. The risk of credit loss will be mitigated through the diversification of its existing portfolio and limiting its exposure to any one tenant.

Increased Supply Risk

Increased supply risk is the risk of loss from increased competition from the addition of student housing assets in the REIT’s core market. Numerous other student residential developers and student housing owners compete for potential tenants. Some of the housing alternatives available from competitors may be newer, better located, offer lower rents or more rental incentives. An increase in alternative housing could have a material adverse effect on the ability to lease units of acquired assets which could affect the REIT’s ability to make distributions to Unitholders.

Rent Control Risk

Rent control exists in Ontario and other jurisdictions in which assets may be acquired, limiting the percentage of annual rental increases to existing tenants. In addition, the REIT is indirectly exposed to the risk of the implementation of, or amendments to, existing legislative rent controls which may have an adverse impact on the REIT’s operations.

Utility, Energy and Property Tax Risk

Acquired assets are subject to volatile utility and energy costs and increasing property taxes. Utility and energy expenses, mainly consisting of natural gas, oil, water and electricity charges have been subject to price fluctuations over the past several years. CSL will have some ability to raise rents, subject to the overall rental market conditions and the discussion of rent control above, to offset rising energy and utility costs; however, rental increases may be limited by market conditions.

Interest Rates

It is anticipated that the market price for the REIT Units at any given time may be affected by the level of interest rates prevailing at that time. A rise in interest rates may have a negative effect on the price of the REIT Units and the cost of servicing mortgages on the assets. A decrease in interest rates may encourage tenants to purchase other types of

housing, which could result in a reduction in demand for rental properties. Changes in interest rates may also have effects on vacancy rates, rent levels, and other factors affecting the profitability of acquired assets.

Debt Financing

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

Geographic Concentration

It is anticipated that all of the business and operations of acquired assets will be located in Canada and is therefore vulnerable to any decrease in international demand for Canadian Universities. The market value of acquired assets and the income generated there from could be negatively affected by changes in national, local or regional economic conditions which may be amplified due to a concentration of the assets in one geographic area. Acquired assets may also be located in this general geographic area and this geographic focus could contribute to further portfolio concentration thereby increasing vulnerability to changes in local and regional economic conditions.

General Uninsured Losses

CSL carries comprehensive general liability, fire, flood, extended coverage, rental loss and pollution insurance with policy specifications, limits and deductibles customarily carried for similar properties. There are, however, certain types of risks (generally of a catastrophic nature such as from wars) which are either uninsurable or not insurable on an economically viable basis. Should an uninsured or underinsured loss occur, CSL could lose its investment in, and anticipated profits and cash flows from acquired assets, but CSL would continue to be obligated to satisfy any mortgage on these properties.

Litigation Risks

The REIT, the Trustees, CSL, the General Partner, or the management of the General Partner may, from time to time, become involved in legal proceedings in the course of their respective businesses. The costs of litigation and settlement can be substantial and there is no assurance that such costs will be recovered in whole or at all. The unfavorable resolution of any legal proceedings could have an adverse effect on the REIT or CSL and their respective financial positions and results of operations.

Availability of Cash for Distributions

Cash distributions by the REIT to Unitholders are not guaranteed. CSL will be required to make repayments on debt and satisfy capital expenditures related to acquired assets. In addition, CSL will require capital to acquire additional assets and such capital may not be available or may not be available on favorable terms. Accordingly, distributions by the REIT to Unitholders may decrease or cease.

Environmental Matters

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

Unitholder Liability

The Declaration of Trust provides that no Unitholder will be subject to any liability whatsoever to any person in connection with the holding of a REIT Unit. However because of uncertainties in the law relating to investment trusts, there is a risk that a Unitholder could be held personally liable for obligations of Alignvest Student Housing REIT (to the

extent that claims are not satisfied by Alignvest Student Housing REIT) in respect of contracts which Alignvest Student Housing REIT enters into and for certain liabilities arising other than out of contracts including claims in tort, claims for taxes and possibly certain other statutory liabilities. The Trustees intend to cause Alignvest Student Housing REIT's operations to be conducted in such a way as to minimize any such risk including by obtaining appropriate insurance and, where feasible, attempting to have every material written contract or commitment of Alignvest Student Housing REIT contain an express disavowal of liability against Unitholders.

Dependence on Key Personnel

In assessing the risk of an investment in the REIT Units offered hereby, potential investors should be aware that they will be relying on the good faith, experience and judgment of the Trustees and the management of the General Partner to manage the business and affairs of acquired assets. The loss of these key personnel could have a materially adverse effect on the REIT.

Failure or Unavailability of Computer and Data Processing Systems and Software

The REIT is dependent upon the successful and uninterrupted functioning of its computer and data processing systems and software. The failure or unavailability of these systems could interrupt operations or materially impact the REIT's ability to collect revenues and make payments. If sustained or repeated, a system failure or loss of data could negatively and materially adversely affect the ability of the REIT to discharge its duties and the impact may be material.

Cyber Security Risk

A cyber incident is considered to be any adverse event that threatens the confidentiality, integrity or availability of the REIT's information resources. More specifically, a cyber-incident is an intentional attack or an unintentional event that can include gaining unauthorized access to information systems to disrupt operations, corrupt data or steal confidential information. The REIT's primary risks that could directly result from the occurrence of a cyber-incident include operational interruption, damage to its reputation, and damage to the REIT's business relationships with third parties. The REIT intends to implement processes, procedures and controls to help mitigate these risks, but these measures, as well as its increased awareness of a risk of a cyber-incident, do not guarantee that its financial results will not be negatively impacted by such an incident.

Potential Conflicts of Interest

The Trustees, and CSL management may be subject to various conflicts of interest as these parties are engaged in a wide range of real estate and other business activities. The Trustees and management of CSL may from time to time deal with Persons which may be seeking investments similar to those desired by Alignvest Student Housing REIT. The interests of these Persons could conflict with those of Alignvest Student Housing REIT. In addition, from time to time, these Persons may be competing with Alignvest Student Housing REIT for available investment opportunities. The Declaration of Trust contains "conflict of interest" provisions requiring Trustees to disclose material interests related to transactions and to refrain from voting thereon.

Tax Related Risks

There can be no assurance that tax laws and the treatment of mutual fund trusts will not be changed in a manner which adversely affects Alignvest Student Housing REIT or the Unitholders.

If Alignvest Student Housing REIT fails or ceases to qualify as a mutual fund trust for the purposes of the Tax Act or constitutes a SIFT trust at any time for the purposes of the Tax Act, the tax consequences described under "Canadian Federal Income Tax Considerations" and "Eligibility for Investment" would, in some respects, be materially and adversely different. In addition, Unitholders may become subject to provincial taxes, such as Ontario Land Transfer Tax, in respect of their REIT Units.

If investments in Alignvest Student Housing REIT become publicly listed or traded, there can be no assurances that Alignvest Student Housing REIT will not be subject to the SIFT Rules, as described under "Tax Considerations – SIFT Rules", at that time. Alignvest Student Housing REIT or its subsidiaries may be reassessed for taxes from time to time. Such reassessments together with associated interest and penalties could adversely affect Alignvest Student Housing REIT.

The REIT may be subject to loss restriction rules (the “**Loss Restriction Rules**”) contained in the Tax Act. If the REIT experiences a “loss restriction event”: (i) the REIT will be deemed to have a year-end for tax purposes (which would result in an allocation of the REIT’s net income and net realized capital gains at such time to unitholders so that the REIT is not liable for income tax under Part I of the Tax Act on such amounts), and (ii) the REIT will be deemed to realize any unrealized capital losses and its ability to carry forward losses will be restricted. Generally, the REIT will have a loss restriction event when a person becomes a “majority-interest beneficiary” of the REIT, or a group of persons becomes a “majority-interest group of beneficiaries” of the REIT, as those terms are defined in the Tax Act.

Lack of Independent Experts Representing Unitholders

The REIT has consulted with legal counsel regarding the formation and terms of the REIT and the Offering. Unitholders have not, however, been independently represented. Therefore, to the extent that the REIT, Unitholders or this offering could benefit by further independent review, such benefit will not be available. Each prospective investor should consult his or her own legal, tax and financial advisors regarding the desirability of purchasing REIT Units and the suitability of investing in the REIT.

Joint Arrangements

CSL may invest in, or be a participant in, joint arrangements and partnerships with third parties. A joint arrangement or partnership involves certain additional risks which could result in additional financial demands, increased liability and a reduction in CSL’s control over mortgages of acquired assets and its ability to dispose of acquired assets.

Dilution

The number of REIT Units Alignvest Student Housing REIT is authorized to issue is unlimited. The Trustees have the discretion to issue additional REIT Units. Any issuance of additional REIT Units may have a dilutive effect on the holders of REIT Units.

Restrictions on Potential Growth and Reliance on Credit Facilities

The distribution to Unitholders of a substantial part of operating cash flow could adversely affect the ability to grow acquired assets unless additional financing can be obtained. Such financing may not be available, or renewable, on attractive terms or at all. In addition, if credit facilities were to be cancelled or could not be renewed at maturity on similar terms, CSL, and ultimately the REIT could be materially and adversely affected.

Restricted Redemption Rights

Redemption rights under the Declaration of Trust are restricted and provide limited opportunity for Unitholders to liquidate their investment in the REIT Units for cash. Unitholders will not be able to liquidate their investment or withdraw their capital at will other than in accordance with the redemption provisions attached to the REIT Units and in accordance with the Declaration of Trust. The sole method of liquidation of an investment in REIT Units is by way of redemption of the REIT Units. Aggregate redemptions for cash are limited to \$250,000 per month unless a higher amount is approved by the Trustees, but in no case may the total amount payable in cash in respect of REIT Units tendered for redemption in a month exceed 50% of Unencumbered Cash. To the extent a Unitholder is not entitled to receive redemption proceeds solely in cash as a result of redemption proceeds payable by the REIT exceeding the Redemption Limit in respect of the applicable month, the balance of the aggregate Redemption Price for such REIT Units shall, subject to any applicable regulatory approvals, be paid and satisfied by way of a distribution in specie of assets held by the REIT. Accordingly, in the event that the REIT experiences a large number of redemptions, the REIT may not be able to satisfy all of the redemption requests in cash.

Nature of REIT Units

The REIT Units are not the same as shares of a corporation. As a result, the Unitholders will not have the statutory rights and remedies normally associated with share ownership, such as the right to bring “oppression” or “derivative” actions.

Absence of Public Market for the REIT Units

No public market exists for the REIT Units. An active and liquid market for the REIT Units will not develop. If an active public market does not develop or is not maintained, Unitholders may have difficulty selling their REIT Units.

REIT Units Not a Direct Investment in Assets

The REIT Units do not represent a direct investment in Assets indirectly owned by the REIT and should not be viewed by Unitholders as a direct interest in acquired assets.

Lack of Credit Rating of the REIT Units

The REIT Units not been rated by any relevant credit rating agency.

CONFLICTS OF INTEREST

The Trustees are also management of the General Partner. The General Partner is responsible for making distributions to the REIT as the holder of limited partnership units of CSL. This relationship may create conflicts of interest.

Pursuant to the Declaration of Trust, each Trustee is required to exercise the powers and duties of his or her office honestly, in good faith with a view to the best interests of Alignvest Student Housing REIT and the Unitholders and, in connection therewith, to exercise that degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

Securities Laws require securities dealers and advisors, when they trade in or advise with respect to their own securities or securities of certain other issuers to which they, or certain other parties related to them, are related or connected, to do so only in accordance with particular disclosure and other rules. These rules require dealers and advisors, prior to trading with or advising their customers or clients, to inform them of the relevant relationships and connections with the issuer of the securities. Clients and customers should refer to the applicable provisions of these securities laws for the particulars of these rules and their rights or consult with a legal advisor.

The REIT Units are offered for sale through Alignvest Capital and by other qualified dealers in the Offering Jurisdictions. Alignvest Capital, in its capacity as an exempt market dealer of the REIT, distributes REIT Units on a private placement basis pursuant to the distribution agreement between Alignvest Capital, the General Partner and the REIT dated as at November 1, 2021 (the "**Distribution Agreement**"). Alignvest Capital acts as non-exclusive distributor of REIT Units under the Distribution Agreement and the General Partner reimburses Alignvest Capital for its expenses in relation to such distribution. Alignvest does not receive fees or commissions under the Distribution Agreement. An investor purchasing Class A REIT Units through a registered dealer other than Alignvest Capital may be required to pay a negotiated sales commission in relation to the purchase of such Class A REIT Units to such dealer. The REIT is a "connected issuer" of Alignvest Capital under Securities Laws in connection with the distribution of REIT Units. Reza Satchu is a Trustee of the REIT and a director of Alignvest Capital, and Sanjil Shah is a Trustee of the REIT and is the President, a director and Chief Financial Officer of Alignvest Capital.

Certain of the Trustees and members of REIT management hold, directly or indirectly, Class F REIT Units for investment purposes and may acquire additional Class F REIT Units from time to time. These persons do not in the aggregate hold more than 10% of the issued and outstanding Class F REIT Units.

Certain of the Trustees and members of REIT management hold equity interests in the General Partner.

LEGAL CONSIDERATIONS

Representations of Subscribers

Each Subscriber of REIT Units is deemed to have represented to Alignvest Student Housing, and any dealer who sells the REIT Units to such Subscriber that:

- (a) the offer and sale of REIT Units was made exclusively through the Offering Memorandum and was not made through an advertisement of the REIT Units in any printed media of general and regular paid circulation, radio, television or telecommunications, including electronic display, or any other form of advertising in Canada;
- (b) it has reviewed and acknowledges the terms referred to above under the section entitled "Resale Restrictions";

- (c) where required by law, it is purchasing as principal, or is deemed to be purchasing as principal in accordance with Securities Laws in which it is resident, for its own account and not as agent for the benefit of another person;
- (d) if a resident of Canada, it is an “accredited investor” as defined NI 45-106 or Section 73.3 of the *Securities Act* (Ontario); and
- (e) it is not a person created or used solely to purchase or hold the REIT Units as an accredited investor as described in paragraph (m) of the definition of accredited investor in section 1.1 of NI 45-106.
- (f) in addition, each resident who purchases the REIT Units is deemed to have represented to Alignvest Student Housing and each dealer from whom a purchase confirmation is received, that such Subscriber has been notified by Alignvest Student Housing:
 - (i) that Alignvest Student Housing may be required to provide certain personal information (“**personal information**”) pertaining to the Subscriber as required to be disclosed in: (i) Schedule I of Form 45-106F1 under NI 45-106 (including its name, address, telephone number and the number and value of any REIT Units purchased), which Form 45-106F1 may be required to be filed by the REIT under NI 45-106; or (ii) Form 72-503F Report of Distributions Outside Canada which may be required to be filed by the REIT under Rule 72-503;
 - (ii) that such personal information may be delivered to the securities commissions in which REIT Units are distributed (the “**Securities Regulators**”) in accordance with NI 45-106 and/or Rule 72-503;
 - (iii) that such personal information is collected indirectly by the Securities Regulators under the authority granted to the Securities Regulators under Securities Laws;
 - (iv) that such personal information is collected for the purposes of the administration and enforcement of the securities legislation; and
 - (v) that the public officials who can answer questions about the Securities Regulators’ indirect collection of such personal information is set out in the Subscription Agreements; and
 - (vi) has authorized the indirect collection of the personal information by the Securities Regulators.

Furthermore, the Subscriber acknowledges that its name, address, telephone number and other specified information, including the number of REIT Units it has purchased and the aggregate purchase price paid by the Subscriber may become available to the public in accordance with the requirements of Securities Laws. By purchasing REIT Units, the Subscriber consents to the disclosure of such information.

Resale Restrictions

The distribution of the REIT Units is being made on a private placement basis only and is exempt from the requirement that Alignvest Student Housing prepare and file a prospectus with the relevant Canadian securities regulatory authorities. Accordingly, any resale of the REIT Units must be made in accordance with Securities Laws which may require resales to be made in accordance with prospectus and dealer registration requirements or exemptions from the prospectus and dealer registration requirements. In addition, the transfer of the REIT Units is subject to approval by the Trustees. Subscribers of REIT Units are advised to seek legal advice prior to any resale of the REIT Units.

The REIT Units are not listed on any exchange. There is currently no secondary market through which the REIT Units may be sold, there can be no assurance that any such market will develop and the REIT has no current plans to develop such a market. Accordingly, the sole method of liquidation of an investment in REIT Units is by way of redemption of the REIT Units. Aggregate redemptions in cash are limited to \$250,000 per month unless a higher amount is approved by the Trustees, but in no case may the total amount payable in respect of REIT Units tendered for redemption exceed in a month 50% of Unencumbered Cash. Accordingly, in the event that the REIT experiences a large number of redemptions, the REIT may not be able to satisfy all of the redemption requests in cash.

Proceeds of Crime (Money Laundering Legislation)

In order to comply with Canadian legislation aimed at the prevention of money laundering, the Trustees may require additional information concerning Unitholders and prospective investors. The Subscription Agreements contain detailed guidance on the verification of identity documentation to accompany the Subscription Agreements.

If, as a result of any information or other matter that comes to the attention of the Trustees, or any officer or employee of the REIT of CSL, or its professional advisors, knows or suspects that a Unitholder or prospective investor is engaged in money laundering, such person is required to report such information or other matter to the Financial Transactions and Reports Analysis Centre of Canada and such report will not be treated as a breach of any restriction upon the disclosure of information imposed by law or otherwise.

Purchasers' Rights of Action

If you purchase these securities you will have certain rights, some of which are described below. For information about your rights you should consult a lawyer.

If you purchase the REIT Units you will have certain rights, some of which are described below. For information about your rights you should consult a lawyer.

Two Day Cancellation Right

You can cancel your agreement to purchase the REIT Units. To do so, you must send a notice to the REIT by midnight on the second Business Day after you sign the agreement to purchase the REIT Units.

Statutory and Contractual Rights of Action in the Event of a Misrepresentation

Securities legislation in certain of the Canadian provinces provides certain Subscribers, or requires certain Subscribers to be provided with, in addition to any other rights they may have at law, a remedy for rescission or damages, or both, where the Offering Memorandum and any amendment to it and, in some cases, advertising and sales literature used in connection therewith contains a "misrepresentation". The term "misrepresentation" is generally defined under securities laws as an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. A "material fact" is generally defined under securities laws as a fact that would reasonably be expected to have a significant effect on the market price or value of the offered securities. These remedies, or notice with respect to these remedies, must be exercised or delivered, as the case may be, by the Subscriber within the time limits prescribed by applicable securities legislation. Each Subscriber should refer to provisions of the securities legislation of their province or territory of residence for particulars of any rights which may be available to them or consult with a legal advisor.

All of the following statutory or contractual rights of action are in addition to, and without derogation from, any other right or remedy which Subscribers of REIT Units may have at law and are intended to correspond to the provisions of the relevant securities legislation and are subject to the defenses contained therein. These remedies, or notice with respect thereto, must be exercised, or delivered, as the case may be, by the Subscriber within the time limits prescribed by the applicable provisions of the provincial securities legislation. The following summaries are subject to the express provisions of the applicable securities statutes and instruments in the below-referenced provinces and the regulations, rules and policy statements thereunder. The summaries below are not a complete description of such rights or the limitations applicable thereto and reference should be made to the securities law of the jurisdiction where the Subscriber are resident for the complete text of such rights. Such law is subject to varying interpretation. Subscribers should obtain legal advice to determine any rights that are available to the Subscriber, including in relation to the rights referred to below.

Ontario

In accordance with Section 130.1 of the Securities Act (Ontario) (the "**Ontario Act**") and Ontario Securities Commission Rule 45-501, in the event that this Offering Memorandum or any amendment thereto contains a misrepresentation (as defined in the Ontario Act), the Subscriber who purchases REIT Units offered by this Offering Memorandum during the period of distribution has, without regard to whether the Subscriber relied upon the misrepresentation, a right of action against the REIT for damages, or, while the Subscriber is still the owner of the REIT Units purchased by that Subscriber, for rescission, provided that:

- (a) if the Subscriber elects to exercise the right of rescission, the Subscriber will have no right of action for damages against the REIT and any selling security holder;
- (b) the REIT will not be liable if it proves that the Subscriber purchased the REIT Units with knowledge of the misrepresentation;
- (c) in the case of an action for damages, the REIT and selling security holders will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the REIT Units as a result of the misrepresentation relied upon; and
- (d) in no case will the amount recoverable in any action exceed the price at which the REIT Units were sold to the Subscriber.

This Offering Memorandum is being delivered in reliance on the exemption from the prospectus requirements contained under section 2.3 (the “accredited investor exemption”) of NI 45-106. The foregoing rights provided in accordance with Section 130.1 of the Ontario Act do not apply to the following Subscribers relying upon the accredited investor exemption in Ontario:

- (a) a Canadian financial institution, meaning either (i) an association governed by the Cooperative Credit Associations Act (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act; or (ii) a bank, loan corporation, trust issuer, trust corporation, insurance issuer, treasury branch, credit union, caisse populaire, financial services corporation, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction in Canada;
- (b) a Schedule III bank, meaning an authorized foreign bank named in Schedule III of the Bank Act (Canada);
- (c) The Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada); or
- (d) a subsidiary of any Person referred to in paragraphs (a), (b) or (c) if the Person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by the directors of the subsidiary.

Section 138 of the Ontario Act provides that no action will be commenced to enforce these rights more than:

- (a) in an action for rescission, 180 days from the date of the transaction that gave rise to the cause of action; or
- (b) in an action for damages, the earlier of:
 - (i) 180 days after the plaintiff first had knowledge of the facts giving rise to the cause of action; or
 - (ii) three years after the date of the transaction that gave rise to the cause of action.

Manitoba

In accordance with Section 141.1 of the Securities Act (Manitoba) (the “**Manitoba Act**”), if this Offering Memorandum or any amendment to it contains a misrepresentation (as defined in the Manitoba Act), a Subscriber who purchases REIT Units offered by this Offering Memorandum is deemed to have relied on the representation if it was a misrepresentation at the time of purchase, and the Subscriber has:

- (a) a right of action for damages against the REIT; every director of the REIT; and every Person or company who signed this Offering Memorandum; or
- (b) a right of rescission against the REIT.

If the Subscriber chooses to exercise a right of rescission against the REIT, the Subscriber has no right of action for damages against a Person referred to above.

If a misrepresentation is contained in a record that is incorporated by reference in, or that is deemed to be incorporated into, this Offering Memorandum, the misrepresentation is deemed to be contained in this Offering Memorandum. If a misrepresentation is contained in this Offering Memorandum, no Person or company is liable:

- (c) if the Person or company proves that the Subscriber had knowledge of the misrepresentation;
- (d) other than with respect to the REIT, if the Person or company proves:
 - (i) that the Offering Memorandum was sent to the Subscriber without the Person's or company's knowledge or consent; and
 - (ii) that, after becoming aware that it was sent, the Person or company promptly gave reasonable notice to the REIT that it was sent without the Person's or company's knowledge and consent;
- (e) other than with respect to the REIT, if the Person or company proves that, after becoming aware of the misrepresentation, the Person or company withdrew the Person's or company's consent to the Offering Memorandum and gave reasonable notice to the REIT of the withdrawal and the reason for it;
- (f) other than with respect to the REIT, if, with respect to any part of the Offering Memorandum purporting to be made on the authority of an expert or to be a copy of, or an extract from, an expert's report, opinion or statement, the Person proves that the Person or company did not have any reasonable grounds to believe and did not believe that:
 - (i) there had been a misrepresentation; or
 - (ii) the relevant part of the Offering Memorandum:
 - (A) did not fairly represent the expert's report, opinion or statement; or
 - (B) was not a fair copy of, or an extract from, the expert's report, opinion or statement; or
- (g) other than with respect to the REIT, with respect to any part of the Offering Memorandum not purporting to be made on an expert's authority and not purporting to be a copy of, or an extract from, an expert's report, opinion or statement, unless the Person:
 - (i) did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation; or
 - (ii) believed there had been a misrepresentation.

A Subscriber to whom an Offering Memorandum was required to be sent in compliance with Manitoba securities legislation, but was not sent within the prescribed time has a right of action for rescission or damages against the dealer, offeror or REIT who did not comply with the requirement.

A Subscriber to whom an Offering Memorandum is required to be sent may rescind the contract to purchase the security by sending a written notice of rescission to the REIT not later than midnight on the second day, excluding Saturdays and holidays, after the Subscriber signs the agreement to purchase the securities.

The amount recoverable will not exceed the price at which the REIT Units were offered under this Offering Memorandum. In an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the REIT Units as a result of the misrepresentation. Not all defenses upon which the REIT or others may rely are described herein. Please refer to the full text of the Manitoba Act for a complete listing.

Section 141.4 of the Manitoba Act provides that no action may be commenced to enforce any of the foregoing rights:

- (a) in the case of an action for rescission, more than 180 days after the day of the transaction that gave rise to the cause of action; or
- (h) in any other case, more than the earlier of:
 - (i) 180 days after the day that the plaintiff first had knowledge of the facts giving rise to the cause of action; or
 - (ii) two years after the day of the transaction that gave rise to the cause of action.

New Brunswick

Section 2.1 of New Brunswick Securities Commission Rule 45-802 provides that the statutory rights of action in rescission or damages referred to in Section 150 of the Securities Act (New Brunswick) (the “**New Brunswick Act**”) apply to information relating to an offering memorandum, such as this Offering Memorandum, that is provided to a Subscriber of securities in connection with a distribution made in reliance on the “accredited investor” prospectus exemption in Section 2.3 of NI 45-106. Section 150 of the New Brunswick Act provides that, subject to certain limitations, where this Offering Memorandum or any amendment thereto, which is provided to a Subscriber of the REIT Units contains a misrepresentation (as defined in the New Brunswick Act), a Subscriber who purchases the REIT Units will be deemed to have relied on the misrepresentation if it was a misrepresentation at the time of purchase and the Subscriber has, subject to certain defenses, a right of action for damages against the REIT and a selling security holder on whose behalf the distribution is made, or may elect to exercise a right of rescission against the REIT, in which case the Subscriber will have no right of action for damages.

The foregoing rights are subject to, among other limitations, the following:

- (a) in an action for damages or rescission, the defendant will not be liable if it proves that the Subscriber purchased the REIT Units with knowledge of the misrepresentation;
- (b) in an action for damages, the defendant is not liable for all or any portion of the damages that it proves do not represent the depreciation in value of the REIT Units as a result of the misrepresentation relied upon; and
- (c) in no case will the amount recoverable under the right of action described herein exceed the price at which the REIT Units were offered.

Section 152 of the New Brunswick Act provides that, subject to certain limitations, where a Person makes a verbal statement to an Subscriber of REIT Units that contains a misrepresentation relating to the REIT Units purchased, and the verbal statement is made either before or contemporaneously with the purchase of the REIT Units, the Subscriber will be deemed to have relied on the misrepresentation if it was a misrepresentation at the time of purchase, and the Subscriber has a right of action for damages against the Person who made the verbal statement.

No action to enforce the foregoing rights may be commenced:

- (d) in the case of an action for rescission, more than 180 days after the date of the transaction that gave rise to the cause of action; or
- (e) in the case of any action, other than an action for rescission, more than the earlier of:
 - (i) one year after the plaintiff first had knowledge of the facts giving rise to the cause of action; or
 - (ii) six years after the date of the transaction that gave rise to the cause of action.

The liability of all persons and companies referred to above is joint and several.

Newfoundland and Labrador

Section 130.1 of the Securities Act (Newfoundland and Labrador) (the "**Newfoundland Act**") provides that if an offering memorandum (such as this Offering Memorandum) contains a misrepresentation, a Subscriber who purchases REIT Units offered by this Offering Memorandum is deemed to have relied on the representation if it was a misrepresentation at the time of purchase, and the Subscriber has:

- (a) a right of action for damages against:
 - (i) the REIT;
 - (ii) every director of the REIT at the date of the Offering Memorandum; and
 - (iii) every Person who signed this Offering Memorandum; and
- (b) a right of rescission against the REIT.

If the Subscriber chooses to exercise a right of rescission against the REIT, the Subscriber has no right of action for damages against a Person referred to above.

If a misrepresentation is contained in a record incorporated by reference in, or is deemed to be incorporated into, this Offering Memorandum, the misrepresentation is deemed to be contained in this Offering Memorandum.

When a misrepresentation is contained in this Offering Memorandum, no Person is liable:

- (c) if the Person proves that the Subscriber had knowledge of the misrepresentation;
- (d) other than the REIT, if the Person proves that:
 - (i) this Offering Memorandum was sent to the Subscriber without the Person's knowledge or consent; and
 - (ii) after becoming aware that it was sent, the Person promptly gave reasonable notice to the REIT that it was sent without the Person's knowledge and consent;
- (e) other than the REIT, if the Person proves that, after becoming aware of the misrepresentation, the Person withdrew the Person's consent to this Offering Memorandum and gave reasonable notice to the REIT of the withdrawal and the reason for it;
- (f) other than the REIT, if, with respect to any part of this Offering Memorandum purporting to be made on the authority of an expert or to be a copy of, or an extract from, an expert's report, opinion or statement, the Person proves that the Person did not have any reasonable grounds to believe and did not believe that:
 - (i) there had been a misrepresentation; or
 - (ii) the relevant part of the Offering Memorandum did not fairly represent the expert's report, opinion or statement; or was not a fair copy of, or an extract from, the expert's report, opinion or statement; or
 - (iii) other than the REIT, with respect to any part of this Offering Memorandum not purporting to be made on an expert's authority and not purporting to be a copy of, or an extract from, an expert's report, opinion or statement, unless the Person:
 - (A) did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation; or
 - (B) believed there had been a misrepresentation.

The amount recoverable will not exceed the price at which the REIT Units were offered under this Offering Memorandum. In an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the REIT Units as a result of the misrepresentation.

All or any one or more of the Persons or companies that are found to be liable or accept liability in an action for damages are jointly and severally liable. A defendant who is found liable to pay a sum in damages may recover a contribution, in whole or in part, from a Person who is jointly and severally liable to make the same payment in the same cause of action unless, in all circumstances of the case, the court is satisfied that it would not be just and equitable.

No action will be commenced to enforce these contractual rights more than:

- (g) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or
- (h) in the case of an action for damages, before the earlier of:
 - (i) 180 days after the plaintiff first has knowledge of the facts giving rise to the cause of action; or
 - (ii) three years after the date of the transaction that gave rise to the cause of action.

Nova Scotia

Section 138 of the Securities Act (Nova Scotia) (the "**Nova Scotia Act**") provides that, subject to certain limitations, where this Offering Memorandum, together with any amendment thereto sent or delivered to a Subscriber, or any advertising or sales literature (as such terms are defined in the Nova Scotia Act) contains a misrepresentation (as defined in the Nova Scotia Act), a Subscriber who purchased REIT Units referred to in it is deemed to have relied on the misrepresentation, if it was a misrepresentation at the time of purchase, and has a right of action for damages against the REIT, and subject to certain additional defenses, every director and every seller (other than the REIT) of REIT Units at the date of the Offering Memorandum and Persons who have signed this Offering Memorandum.

Alternatively, where the Subscriber purchased REIT Units from the REIT and is still the owner of those securities, the Subscriber may elect to exercise a right of rescission against the REIT. If the Subscriber exercises its right of rescission against the REIT, the Subscriber will not have a right of action for damages against the REIT or against any aforementioned Person.

The foregoing rights are subject to, among other limitations, the following:

- (a) no action will be commenced to enforce any of the foregoing rights more than 120 days after the date on which the initial payment was made for the REIT Units;
- (b) no Person will be liable if the Person proves that the Subscriber purchased the REIT Units with knowledge of the misrepresentation;
- (c) in the case of an action for damages, the defendant will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the REIT Units as a result of the misrepresentation; and
- (d) the amount recoverable in any action may not exceed the price at which the REIT Units were offered to the Subscriber under this Offering Memorandum or amendment thereto.

In addition, no Person or company, other than the REIT, is liable if the Person proves that:

- (e) this Offering Memorandum or the amendment thereto was sent or delivered to the Subscriber without the Person's or company's knowledge or consent and that, on becoming aware of its delivery, the Person or company gave reasonable general notice that it was delivered without the Person's knowledge or consent;

- (f) after delivery of this Offering Memorandum or the amendment thereto and before the purchase of the REIT Units by the Subscriber, on becoming aware of any misrepresentation in this Offering Memorandum, or amendment thereto, the Person or company withdrew the Person's or company's consent to this Offering Memorandum, or amendment thereto, and gave reasonable general notice of the withdrawal and the reason for it; or
- (g) with respect to any part of this Offering Memorandum or amendment thereto purporting (i) to be made on the authority of an expert, or (ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the Person or company had no reasonable grounds to believe and did not believe that (1) there had been a misrepresentation, or (2) the relevant part of this Offering Memorandum or amendment thereto (A) did not fairly represent the report, opinion or statement of the expert, or (B) was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

Furthermore no Person or company, other than the REIT, is liable with respect to any part of this Offering Memorandum or amendment thereto not purporting (a) to be made on the authority of an expert or (b) to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the Person or company (i) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation; or (ii) believed that there had been a misrepresentation.

If a misrepresentation is contained in a record incorporated by reference in, or deemed incorporated into, this Offering Memorandum or amendment thereto, the misrepresentation is deemed to be contained in this Offering Memorandum or amendment thereto.

The liability of all persons or companies referred to above is joint and several with respect to the same cause of action.

Prince Edward Island

Section 112 of the Securities Act (Prince Edward Island) (the "**PEI Act**") provides, subject to certain limitations, that if this Offering Memorandum contains a misrepresentation (as defined in the PEI Act), a Subscriber who purchases REIT Units offered by this Offering Memorandum during the period of distribution has, without regard to whether the Subscriber relied on the misrepresentation, a right of action for damages against:

- (a) the REIT;
- (b) the selling security holder on whose behalf the distribution is made;
- (c) any director of the REIT at the date of the Offering Memorandum; and
- (d) every Person or company who signed this Offering Memorandum.

Alternatively, the Subscriber may elect to exercise a right of rescission against the REIT. If the Subscriber exercises its right of rescission against the REIT, the Subscriber will not have a right of action for damages against a Person referred to above.

If a misrepresentation is contained in a record incorporated by reference in, or is deemed to be incorporated into, this Offering Memorandum, the misrepresentation is deemed to be contained in this Offering Memorandum.

If a misrepresentation is contained in this Offering Memorandum, no Person is liable if the Person proves that the Subscriber purchased the REIT Units with knowledge of the misrepresentation.

A Person or company, other than the REIT, is not liable in an action for damages if the Person proves that:

- (e) this Offering Memorandum was sent to the Subscriber without the Person's knowledge or consent, and that, on becoming aware of its being sent, the Person had promptly given reasonable notice to the REIT that it had been sent without the Person's knowledge and consent;

- (f) the Person or company, on becoming aware of the misrepresentation, had withdrawn the Person's or company's consent to this Offering Memorandum and had given reasonable notice to the REIT of the withdrawal and the reason for it; or
- (g) with respect to any part of this Offering Memorandum purporting to be made on the authority of an expert or to be a copy of, or an extract from, a report, opinion or statement of an expert, the Person or company had no reasonable grounds to believe and did not believe that:
 - (i) there had been a misrepresentation; or
 - (ii) the relevant part of this Offering Memorandum
 - (A) did not fairly represent the report, opinion or statement of the expert; or
 - (B) was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

A Person, other than the REIT, is not liable in an action for damages with respect to any part of this Offering Memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the Person:

- (h) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation; or
- (i) believed there had been a misrepresentation.

The amount recoverable must not exceed the price at which the REIT Units purchased by the plaintiff were offered. In an action for damages, the defendant is not liable for any damages that the defendant proves do not represent the depreciation in value of the REIT Units resulting from the misrepresentation.

A Subscriber of REIT Units to whom this Offering Memorandum is required to be sent may cancel the contract to purchase the REIT Units by sending written notice to the REIT by midnight on the second Business Day after the Subscriber signs the agreement to purchase the REIT Units.

A Person who is an Subscriber of REIT Units to whom this Offering Memorandum was required to be sent or delivered under the PEI Act but which was not sent or delivered as required has a right of action for damages or rescission against the REIT.

Section 121 of the PEI Act provides that no action may be commenced to enforce a right:

- (a) in the case of an action for rescission, more than 180 days after the day of the transaction that gave rise to the cause of action; or
- (b) in any other case, more than the earlier of:
 - (i) 180 days after the day that the plaintiff first had knowledge of the facts giving rise to the cause of action, or
 - (ii) three years after the day of the transaction that gave rise to the cause of action.

Saskatchewan

Section 138 of the Securities Act, 1988 (Saskatchewan) as amended (the "**Saskatchewan Act**") provides, subject to certain limitations, that if this Offering Memorandum or any amendment thereto sent or delivered to an Subscriber contains a misrepresentation (as defined in the Saskatchewan Act), a Subscriber who purchases REIT Units pursuant to this Offering Memorandum or an amendment thereto has, without regard to whether the Subscriber relied on the misrepresentation, a right of action for rescission against the REIT or a selling security holder on whose behalf the distribution is made or has a right of action for damages against:

- (a) the REIT or a selling security holder on whose behalf the distribution is made;
- (b) every promoter and director of the REIT at the time this Offering Memorandum or any amendment thereto was sent or delivered;
- (c) every Person or company whose consent has been filed with this Offering Memorandum or an amendment thereto but only with respect to reports, opinions or statements that have been made by them;
- (d) every Person who or company that signed this Offering Memorandum or any amendment thereto; and
- (e) every Person who or company that sells REIT Units on behalf of the REIT under this Offering Memorandum or any amendment thereto.

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

- (f) if the Subscriber elects to exercise its right of rescission against the REIT or selling security holder, it will have no right of action for damages against that party;
- (g) in an action for damages, a defendant will not be liable for all or any portion of the damages that he, she or it proves do not represent the depreciation in value of the securities resulting from the misrepresentation relied on;
- (h) no Person or company, other than the REIT or a selling security holder, will be liable for any part of this Offering Memorandum or any amendment to it not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the Person failed to conduct a reasonable investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation or believed that there had been a misrepresentation;
- (i) in no case will the amount recoverable exceed the price at which the REIT Units were offered; and
- (j) no Person or company is liable in an action for rescission or damages if that Person proves that the Subscriber purchased the REIT Units with knowledge of the misrepresentation.

In addition, no Person or company, other than the REIT, will be liable if the Person proves that:

- (k) this Offering Memorandum or any amendment to it was sent or delivered without the Person's or company's knowledge or consent and that, on becoming aware of it being sent or delivered, that Person or company gave reasonable general notice that it was so sent or delivered; or
- (l) with respect to any part of this Offering Memorandum or any amendment to it purporting to be made on the authority of an expert, or purporting to be a copy of, or an extract from, a report, an opinion or a statement of an expert, that Person or company had no reasonable grounds to believe and did not believe that there had been a misrepresentation, the part of this Offering Memorandum or any amendment to it did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

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

Similar rights of action for damages and rescission are provided in Section 138.1 of the Saskatchewan Act also provides that, subject to certain limitations, where any advertising or sales literature (as defined in the Saskatchewan Act) disseminated in connection with the offering of REIT Units contains a misrepresentation, a Subscriber who purchases the REIT Units referred to in that advertising or sales literature, is deemed to have relied on that misrepresentation if it was a misrepresentation at the time of purchase and has a right of action against the REIT, every promoter of the REIT at the time the advertising or sales literature was disseminated, and every Person who, that, at the time the advertising or sales literature was disseminated, sells REIT Units on behalf of the REIT in the Offering with respect to which the advertising or sales literature was disseminated.

Section 138.2 of the Saskatchewan Act provides that, subject to certain limitations, where an individual makes a verbal statement to a prospective Subscriber of REIT Units that contains a misrepresentation relating to the REIT Units purchased, and the verbal statement is made either before or contemporaneously with the purchase of the REIT Units, the Subscriber has, without regard to whether the Subscriber relied on the misrepresentation, a right of action for damages against the individual who made the verbal statement.

There are various defenses available to the Persons or companies who may be sued, including that no Person is liable if the Person proves that the Subscriber purchased the REIT Units with knowledge of the misrepresentation. In an action for damages, the defendant will not be liable for all or any part of the damages that the defendant proves does not represent the depreciation in value of the REIT Units resulting from the misrepresentation relied on. The amount recoverable pursuant to these rights will not exceed the price at which the REIT Units were offered.

The Saskatchewan Act also provides a Subscriber who has received an amended Offering Memorandum delivered in accordance with subsection 80.1(3) of the Saskatchewan Act a right to withdraw from the agreement to purchase the REIT Units by delivering a notice to the Person who is selling the REIT Units, indicating the Subscriber's intention not to be bound by the purchase agreement, provided such notice is delivered by the Subscriber within two Business Days of receiving the amended Offering Memorandum.

If the REIT Units are sold in contravention of the Saskatchewan Act, the regulations or a decision of the Saskatchewan Financial Services Commission, the Subscriber of such REIT Units has a right to void the purchase agreement and recover all money and other consideration paid therefore from the vendor of the REIT Units. Further, a Subscriber of REIT Units who is not sent or delivered a copy of this Offering Memorandum or any amendment thereto prior to entering into an agreement of purchase and sale has a right of action for rescission or damages against the REIT or, if purchased through a dealer, the dealer who failed to so send or deliver this Offering Memorandum or any amendment thereto.

Section 147 of the Saskatchewan Act provides that no action to enforce the foregoing rights may be commenced:

- (a) in the case of an action for rescission, more than 180 days after the date of the transaction that gave rise to the cause of action; or
- (b) in the case of any action, other than an action for rescission, more than the earlier of:
 - (i) one year after the plaintiff first had knowledge of the facts giving rise to the cause of action; or
 - (ii) six years after the date of the transaction that gave rise to the cause of action.

Yukon Territory

The Securities Act (Yukon) (the "**Yukon Act**") provides that if an offering memorandum (such as this Offering Memorandum) contains a misrepresentation, a Subscriber who purchases a security offered by this Offering Memorandum during the period of distribution has, without regard to whether the Subscriber relied on the misrepresentation:

- (a) a right of action for damages against:
 - (i) the REIT;
 - (ii) the selling security holder on whose behalf the distribution is made;
 - (iii) every director of the REIT at the date of the Offering Memorandum; and
 - (iv) every person who signed the Offering Memorandum; and
- (b) a right of rescission against:
 - (i) the REIT; or

- (ii) the selling security holder on whose behalf the distribution is made.

If the Subscriber chooses to exercise a right of rescission against the REIT, the Subscriber has no right of action for damages against a person or company referred to above.

If a misrepresentation is contained in a record incorporated by reference in, or is deemed to be incorporated into, the Offering Memorandum, the misrepresentation is deemed to be contained in the Offering Memorandum.

If a misrepresentation is contained in the Offering Memorandum, no person is liable if the person proves that the Subscriber purchased the securities with knowledge of the misrepresentation.

A person, other than the REIT or selling security holder, is not liable in an action for damages if the person proves that:

- (c) the Offering Memorandum was sent to the Subscriber without the person's knowledge or consent, and that, on becoming aware of its being sent, the person had promptly given reasonable notice to the REIT that it had been sent without the person's knowledge and consent;
- (d) the person, on becoming aware of the misrepresentation, had withdrawn the person's consent to the Offering Memorandum and had given reasonable notice to the REIT of the withdrawal and the reason for it; or
- (e) with respect to any part of the Offering Memorandum purporting to be made on the authority of an expert or to be a copy of, or an extract from, a report, opinion or statement of an expert, the person had no reasonable grounds to believe and did not believe that
 - (i) there had been a misrepresentation, or
 - (ii) the relevant part of the Offering Memorandum
 - (A) did not fairly represent the report, opinion or statement of the expert, or
 - (B) was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

A person, other than the REIT or selling security holder, is not liable in an action for damages with respect to any part of the Offering Memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person

- (f) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation, or
- (g) believed there had been a misrepresentation.

The amount recoverable shall not exceed the price at which the securities were offered under the Offering Memorandum. In an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security as a result of the misrepresentation.

All or any one or more of the persons or companies that are found to be liable or accept liability in an action for damages are jointly and severally liable. A defendant who is found liable to pay a sum in damages may recover a contribution, in whole or in part, from a person who is jointly and severally liable to make the same payment in the same cause of action unless, in all circumstances of the case, the court is satisfied that it would not be just and equitable.

The REIT, and every director of the REIT at the date of the Offering Memorandum who is not a selling security holder, is not liable if the REIT does not receive any proceeds from the distribution of the securities and the misrepresentation was not based on information provided by the REIT, unless the misrepresentation,

- (h) was based on information previously publicly disclosed by the REIT;

- (i) was a misrepresentation at the time of its previous public disclosure; and
- (j) was not subsequently publicly corrected or superseded by the REIT before completion of the distribution of the securities being distributed.

No action may be commenced to enforce a right more than,

- (k) in the case of an action for rescission, 180 days after the date of the transaction giving rise to the cause of action; or
- (l) in the case of any action other than an action for rescission,
 - (i) 180 days after the plaintiff first had knowledge of the facts giving rise to the cause of action, or
 - (ii) three years after the date of the transaction giving rise to the cause of action,

whichever period expires first.

The rights of action for rescission or damages conferred are in addition to and do not derogate from any other right that the Subscriber may have at law. This summary is subject to the express provisions of the Yukon Act and the regulations and rules made under it, and prospective Subscribers in the Yukon should refer to the complete text of those provisions or consult with a legal advisor.

Northwest Territories

The Securities Act (Northwest Territories) (The "**Northwest Territories Act**") provides that if an offering memorandum (such as this Offering Memorandum) contains a misrepresentation, a Subscriber who purchases a security offered by the offering memorandum during the period of distribution has, without regard to whether the Subscriber relied on the misrepresentation:

- (a) a right of action for damages against:
 - (i) the REIT;
 - (ii) the selling security holder on whose behalf the distribution is made;
 - (iii) every director of the REIT at the date of the Offering Memorandum, and
 - (iv) every person who signed the Offering Memorandum; and
- (b) a right of rescission against:
 - (i) the REIT; or
 - (ii) the selling security holder on whose behalf the distribution is made.

If the Subscriber chooses to exercise a right of rescission against the REIT, the Subscriber has no right of action for damages against a person or company referred to above.

If a misrepresentation is contained in a record incorporated by reference in, or is deemed to be incorporated into, the Offering Memorandum, the misrepresentation is deemed to be contained in the Offering Memorandum.

If a misrepresentation is contained in the Offering Memorandum, no person is liable if the person proves that the Subscriber purchased the securities with knowledge of the misrepresentation.

A person, other than the REIT or selling security holder, is not liable in an action for damages if the person proves that:

- (c) the Offering Memorandum was sent to the Subscriber without the person's knowledge or consent, and that, on becoming aware of its being sent, the person had promptly given reasonable notice to the REIT that it had been sent without the person's knowledge and consent;
- (d) the person, on becoming aware of the misrepresentation, had withdrawn the person's consent to the Offering Memorandum and had given reasonable notice to the REIT of the withdrawal and the reason for it; or
- (e) with respect to any part of the Offering Memorandum purporting to be made on the authority of an expert or to be a copy of, or an extract from, a report, opinion or statement of an expert, the person had no reasonable grounds to believe and did not believe that:
 - (i) there had been a misrepresentation, or
 - (ii) the relevant part of the Offering Memorandum
 - (A) did not fairly represent the report, opinion or statement of the expert, or
 - (B) was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

A person, other than the REIT or selling security holder, is not liable in an action for damages with respect to any part of the Offering Memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person:

- (f) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation, or
- (g) believed there had been a misrepresentation.

The amount recoverable shall not exceed the price at which the securities were offered under the Offering Memorandum. In an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security as a result of the misrepresentation.

All or any one or more of the persons or companies that are found to be liable or accept liability in an action for damages are jointly and severally liable. A defendant who is found liable to pay a sum in damages may recover a contribution, in whole or in part, from a person who is jointly and severally liable to make the same payment in the same cause of action unless, in all circumstances of the case, the court is satisfied that it would not be just and equitable.

The REIT, and every director of the REIT at the date of the Offering Memorandum who is not a selling security holder, is not liable if the REIT does not receive any proceeds from the distribution of the securities and the misrepresentation was not based on information provided by the REIT, unless the misrepresentation,

- (h) was based on information previously publicly disclosed by the REIT;
- (i) was a misrepresentation at the time of its previous public disclosure; and
- (j) was not subsequently publicly corrected or superseded by the REIT before completion of the distribution of the securities being distributed.

No action may be commenced to enforce a right more than,

- (k) in the case of an action for rescission, 180 days after the date of the transaction giving rise to the cause of action; or
- (l) in the case of any action other than an action for rescission,

180 days after the plaintiff first had knowledge of the facts giving rise to the cause of action, or three years after the date of the transaction giving rise to the cause of action, whichever period expires first.

The rights of action for rescission or damages conferred are in addition to and do not derogate from any other right that the Subscriber may have at law. This summary is subject to the express provisions of the Northwest Territories Act and the regulations and rules made under it, and prospective Subscribers in the Northwest territories should refer to the complete text of those provisions or consult with a legal advisor.

Nunavut

The Securities Act (Nunavut) (the “**Nunavut Act**”) provides that if an offering memorandum (such as this Offering Memorandum) contains a misrepresentation, a Subscriber who purchases a security offered by the offering memorandum during the period of distribution has, without regard to whether the Subscriber relied on the misrepresentation:

- (a) a right of action for damages against:
 - (i) the REIT;
 - (ii) the selling security holder on whose behalf the distribution is made;
 - (iii) every director of the REIT at the date of the Offering Memorandum, and
 - (iv) every person who signed the Offering Memorandum; and
- (b) a right of rescission against:
 - (i) the REIT; or
 - (ii) the selling security holder on whose behalf the distribution is made.

If the Subscriber chooses to exercise a right of rescission against the REIT, the Subscriber has no right of action for damages against a person or company referred to above.

If a misrepresentation is contained in a record incorporated by reference in, or is deemed to be incorporated into, the Offering Memorandum, the misrepresentation is deemed to be contained in the Offering Memorandum.

If a misrepresentation is contained in the Offering Memorandum, no person is liable if the person proves that the Subscriber purchased the securities with knowledge of the misrepresentation.

A person, other than the REIT or selling security holder, is not liable in an action for damages if the person proves that:

- (c) the Offering Memorandum was sent to the Subscriber without the person’s knowledge or consent, and that, on becoming aware of its being sent, the person had promptly given reasonable notice to the REIT that it had been sent without the person’s knowledge and consent;
- (d) the person, on becoming aware of the misrepresentation, had withdrawn the person’s consent to the Offering Memorandum and had given reasonable notice to the REIT of the withdrawal and the reason for it; or
- (e) with respect to any part of the Offering Memorandum purporting to be made on the authority of an expert or to be a copy of, or an extract from, a report, opinion or statement of an expert, the person had no reasonable grounds to believe and did not believe that
 - (i) there had been a misrepresentation, or
 - (ii) the relevant part of the Offering Memorandum

- (A) did not fairly represent the report, opinion or statement of the expert, or
- (B) was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

A person, other than the REIT or selling security holder, is not liable in an action for damages with respect to any part of the Offering Memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person:

- (f) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation, or
- (g) believed there had been a misrepresentation.

The amount recoverable shall not exceed the price at which the securities were offered under the Offering Memorandum. In an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security as a result of the misrepresentation.

All or any one or more of the persons or companies that are found to be liable or accept liability in an action for damages are jointly and severally liable. A defendant who is found liable to pay a sum in damages may recover a contribution, in whole or in part, from a person who is jointly and severally liable to make the same payment in the same cause of action unless, in all circumstances of the case, the court is satisfied that it would not be just and equitable.

The REIT, and every director of the REIT at the date of the Offering Memorandum who is not a selling security holder, is not liable if the REIT does not receive any proceeds from the distribution of the securities and the misrepresentation was not based on information provided by the REIT, unless the misrepresentation:

- (h) was based on information previously publicly disclosed by the REIT;
- (i) was a misrepresentation at the time of its previous public disclosure; and
- (j) was not subsequently publicly corrected or superseded by the REIT before completion of the distribution of the securities being distributed.

No action may be commenced to enforce a right more than,

- (k) in the case of an action for rescission, 180 days after the date of the transaction giving rise to the cause of action; or
- (l) in the case of any action other than an action for rescission,
 - (i) 180 days after the plaintiff first had knowledge of the facts giving rise to the cause of action, or
 - (ii) three years after the date of the transaction giving rise to the cause of action,

whichever period expires first.

The rights of action for rescission or damages conferred are in addition to and do not derogate from any other right that the Subscriber may have at law. This summary is subject to the express provisions of the Nunavut Act and the regulations and rules made under it, and prospective Subscribers in Nunavut should refer to the complete text of those provisions or consult with a legal advisor.

Contractual Rights for Subscribers in British Columbia, Alberta and Québec

Each Subscriber of securities resident in the Province of Alberta, British Columbia, and Quebec purchasing under the exemption contained in section 2.3 (the "accredited investor exemption") will be granted contractual rights of

action that are equivalent to the statutory rights of action set forth above with respect to Subscribers resident in the Province of Ontario.

Language of Documents

Upon receipt of this document, each Subscriber hereby confirms that it has expressly requested that all documents evidencing or relating in any way to the sale of securities described herein (including for greater certainty any purchase confirmation or notice) be drawn up in the English language only. Par la réception de ce document, chaque investisseur confirme par les présentes qu'il a expressément exigé que tous les documents faisant foi ou se rapportant de quelque manière que ce soit à la vente des valeurs mobilières décrites aux présentes (incluant, pour plus de certitude, toute confirmation d'achat ou tout avis) soient rédigés en anglais seulement.

ANCILLARY MATTERS

Material Contracts

The following is a list of all material documents related to the REIT and CSL:

- the Declaration of Trust;
- the Partnership Agreement; and
- the Subscription Agreement.

Auditor, Transfer Agent and Registrar

Ernst and Young LLP is the auditor of Alignvest Student Housing REIT and CSL.

Pinnacle Fund Services is the fund administrator for Alignvest Student Housing REIT.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain of the principal Canadian federal income tax considerations generally applicable to the acquisition, holding and disposition of REIT Units by a Unitholder that is an individual (other than a trust) who acquires Units pursuant to this Offering Memorandum and who, for purposes of the Tax Act and at all relevant times, is resident in Canada, deals at arm's length and is not affiliated with the REIT and holds REIT Units as capital property. Generally, REIT Units will be considered to be capital property of a Unitholder for the purposes of the Tax Act provided the Unitholder does not hold such REIT Units in the course of carrying on a business of trading or dealing in securities and has not acquired them in one or more transactions considered to be an adventure or concern in the nature of trade. Certain Unitholders who might not otherwise be considered to hold their REIT Units as capital property may, in certain circumstances, be entitled to make the irrevocable election permitted by subsection 39(4) of the Tax Act to have their REIT Units and all other "Canadian securities" (as defined in the Tax Act) owned or subsequently acquired by them treated as capital property. **Unitholders considering making such an election should consult their own tax advisors regarding whether such an election is available or advisable under their particular circumstances.**

This summary is not applicable to Unitholders that have entered into or will enter into, in respect of the REIT Units, a "derivative forward arrangement", as defined in the Tax Act. All such Unitholders should consult their own tax advisors to determine the tax consequences to them of the acquisition, holding and disposition of REIT Units acquired pursuant to this Offering Memorandum.

This summary is based on the facts set out in this Offering Memorandum, the provisions of the Tax Act and the regulations promulgated thereunder (the "**Regulations**") in force as of January 1, 2021, and the published administrative policies and assessing practices of the Canada Revenue Agency (the "**CRA**") publicly released prior to January 1, 2021. This summary takes into account all specific proposals to amend the Tax Act and the Regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to January 1, 2021 (the "**Proposed Amendments**"). There can be no assurance that the Proposed Amendments will be enacted in their current form or at all, or that the CRA will not change its administrative policies and assessing practices, potentially with retroactive effect. Except for the Proposed Amendments, this summary does not otherwise take into account or anticipate any changes in law, whether by legislative, governmental or judicial decision or action. There can be no assurances that such

changes, if made, might not be retroactive. This summary also does not take into account provincial, territorial or foreign tax legislation or considerations, which may differ significantly from those discussed in this summary.

This summary is not exhaustive of all possible Canadian federal tax considerations applicable to an investment in REIT Units and does not address the tax treatment of amounts borrowed to acquire REIT Units. The income and other tax consequences of acquiring, holding or disposing of REIT Units will vary depending on the particular circumstances of each Unitholder. Accordingly, this summary is of a general nature only and is not intended to be legal or tax advice to any prospective purchaser of REIT Units. The REIT has not obtained, nor sought, an advance tax ruling from the CRA in respect of the Offering. ***Prospective purchasers should consult their own tax advisors for advice with respect to the tax consequences of an investment in Units based on their particular circumstances.***

Tax Status of the REIT

Qualification as a “Mutual Fund Trust”

This summary assumes that the REIT will constitute a “mutual fund trust” for the purposes of the Tax Act at all times and that the REIT will be able to elect, and will elect, to be deemed to be a “mutual fund trust” from the date of its settlement.

In order to qualify as a mutual fund trust, the REIT must satisfy the following conditions: (i) the REIT must be a “unit trust” for the purposes of the Tax Act, (ii) the undertaking of the REIT must be limited to a combination of the investing of its funds in property (other than real property or interests in real property) and the acquiring, holding, maintaining, improving, leasing or managing of any real property or an interest in real property, that is capital property of the REIT; (iii) the REIT must comply on a continuous basis with certain requirements relating to the qualification of the Units for distribution to the public, the number of Unitholders and the dispersal of ownership of REIT Units; and (iv) the REIT may not reasonably be considered to have been established or maintained primarily for the benefit of non-residents (as defined for the purposes of the Tax Act).

For the REIT to qualify as a “unit trust”, (i) it must be an *inter vivos* trust, (ii) the interest of each Unitholder in the REIT must be described by reference to units of the REIT, and (iii) the Units must be subject to conditions requiring the REIT to accept, at the demand of the holder thereof and at prices determined and payable in accordance with the conditions, the surrender of the REIT Units that are fully paid.

The Trustees intend to ensure that the REIT will meet each of the foregoing requirements at all times. If the REIT were not to qualify as a mutual fund trust at any particular time, the Canadian federal income tax considerations described below would, in some respects, be materially and adversely different.

The SIFT Rules

This summary has been prepared on the assumptions that the REIT will not be a “specified investment flow-through trust” for the purposes of the Tax Act (a “**SIFT Trust**”), and that CSL will not be a “specified investment flow-through partnership” for the purposes of the Tax Act. The Trustees have no current intention to arrange to have the REIT Units listed on a stock exchange or on any other public market and, as such, the REIT is not expected to constitute a SIFT Trust. If the REIT were to become a SIFT Trust, the income tax consequences for the REIT and for Unitholders would be materially and adversely different than those described below.

Taxation of the REIT

In each taxation year, the REIT will be subject to tax on its income for the year, including net realized taxable capital gains, less the portion thereof that it deducts in respect of the amounts paid or declared payable in the year by the REIT to Unitholders. An amount will be considered to be payable to a Unitholder in a taxation year if it is paid to the Unitholder in the year by the REIT or if the Unitholder is entitled in that year to enforce payment of the amount.

In computing its income for the purposes of the Tax Act, the REIT is generally required to include its share of the income of CSL for the fiscal period of CSL ending on or before the year-end of the REIT. The REIT may generally deduct reasonable administrative costs, interest and other expenses of a current nature incurred by it for the purpose of earning income when computing its income for the purposes of the Tax Act. The REIT will also generally be entitled to deduct reasonable expenses incurred by it in the course of issuing REIT Units, amortized on a straight line basis over five years (subject to pro-rata for short taxation years).

The REIT may realize a capital gain or loss on the disposition or deemed disposition of its partnership interests in CSL held as capital property. The adjusted cost base of interests in CSL held by the REIT will be increased at a particular time by the REIT's share of the income of CSL for a fiscal period of CSL ended before that time, and will be reduced by the REIT's share of the losses of CSL for a fiscal period of CSL that ended before that time and all distributions of cash or other property made by CSL to the REIT before that time. If, at the end of any fiscal period of CSL, the adjusted cost base of such interests in CSL held by the REIT would otherwise be less than zero, the REIT will be deemed to have realized a capital gain equal to the negative amount, and the REIT's adjusted cost base of such interest in CSL will be nil immediately thereafter.

A distribution by the REIT of interests in CSL or other property held by the REIT upon the redemption of REIT Units will, for the purposes of the Tax Act, be treated as a disposition by the REIT of the property so distributed for proceeds of disposition equal to its fair market value. Assuming that the interests in CSL and all other property are held by the REIT as capital property for purposes of the Tax Act, the REIT will generally realize a capital gain (or a capital loss) on the property so distributed to the extent that the proceeds of disposition of such property exceed (or are less than) the adjusted cost base of the property and any reasonable costs of disposition. The Declaration of Trust provides that the REIT may designate, for purposes of the Tax Act, any income or capital gains arising on or in connection with an in specie redemption of REIT Units as being paid to the redeeming Unitholder.

The Declaration of Trust provides that, to the extent cash of the REIT is unavailable for distribution, and the income of the REIT in a taxation year exceeds the cumulative cash distributions for that year, such excess income will be distributed to Unitholders in the form of additional REIT Units or otherwise. Income of the REIT payable to Unitholders, whether in cash, additional REIT Units or otherwise, will generally be deductible by the REIT in computing its taxable income. Losses incurred by the REIT in a particular taxation year may be deducted by the REIT, in the case of non-capital losses, in the particular year and in the ensuing twenty taxation years, and, in the case of capital losses, in the particular year and in any future taxation year to the extent of capital gains, in accordance with, and subject to, the applicable provisions and limitations contained in the Tax Act.

For each taxation year, the REIT will be entitled to reduce (or receive a refund in respect of) its liability, if any, for tax on its net realized taxable capital gains by an amount determined under the Tax Act based on the redemption of REIT Units during the year (the "**capital gains refund**"). In certain circumstances, the capital gains refund in a particular taxation year may not completely offset the REIT's tax liability for that taxation year arising in connection with the distribution of its property on the redemption of REIT Units. The Declaration of Trust provides that all or a portion of a taxable capital gain realized by the REIT as a result of a redemption may, at the discretion of the Trustee, be treated as a taxable capital gain paid to, and designated as a taxable capital gain of, the redeeming Unitholders.

The REIT may be subject to Loss Restriction Rules contained in the Tax Act. If the REIT experiences a "loss restriction event": (i) the REIT will be deemed to have a year-end for tax purposes (which would result in an allocation of the REIT's net income and net realized capital gains at such time to unitholders so that the REIT is not liable for income tax under Part I of the Tax Act on such amounts), and (ii) the REIT will be deemed to realize any unrealized capital losses and its ability to carry forward losses will be restricted. Generally, the REIT will have a loss restriction event when a person becomes a "majority-interest beneficiary" of the REIT, or a group of persons becomes a "majority-interest group of beneficiaries" of the REIT, as those terms are defined in the Tax Act.

Taxation of CSL

CSL is not subject to tax under the Tax Act. Each partner of CSL (including the REIT) is required to include, in computing its income, its share of the income or loss of CSL for its fiscal period ending in or coincidentally with the partner's taxation year, whether or not any such income is distributed to the partner in the taxation year. For this purpose, the income or loss of CSL will be computed for each fiscal period as if it were a separate person resident in Canada. In computing such income or loss, deductions may be claimed for reasonable amounts in respect of administrative and other expenses incurred for the purpose of earning income from business or property. The income or loss of CSL for a fiscal period will be allocated to each partner on the basis of the partner's share of such income or loss subject to the terms of the Partnership Agreement and the detailed rules in the Tax Act, including, in the case of allocation of losses to limited partners, the "at-risk" rules in the Tax Act.

If CSL incurs losses for purposes of the Tax Act, a limited partner, including the REIT, will be entitled to deduct in the computation of its income for purposes of the Tax Act its share of any such losses for any fiscal year to the extent of that limited partner's "at-risk amount" in respect of CSL. In general, the "at-risk amount" of a limited partner in respect of CSL for any taxation year will be the adjusted cost base of the limited partner's partnership interest in CSL at the end of the year, plus any undistributed income allocated to the limited partner for the year, less any amount owing by the limited partner (or a person with whom the limited partner does not deal at arm's length) to CSL (or a person with

whom it does not deal at arm's length), and less the amount of any benefit that the limited partner (or a person with whom the limited partner does not deal at arm's length) is entitled to receive or obtain for the purpose of reducing, in whole or in part, any loss of the limited partner from the investment in CSL.

Taxation of Unitholders

Distributions

A Unitholder will generally be required to include in computing income for a particular taxation year, all net income and net realized taxable capital gains of the REIT, if any, that is paid or payable by the REIT to the Unitholder in the particular taxation year, whether that amount is paid in cash, additional REIT Units, or otherwise. Provided that the appropriate designations are made by the REIT, such portion of the REIT's net taxable capital gains that are paid or payable to a Unitholder will effectively retain their character and be treated as such in the hands of the Unitholder for the purposes of the Tax Act.

The non-taxable portion of any net realized capital gains of the REIT that is paid or payable to a Unitholder in a taxation year will not be required to be included in computing the Unitholder's income for the year and should not reduce the adjusted cost base of the REIT Units held by the Unitholder. Any other amount paid or payable by the REIT to Unitholders in that year (other than as proceeds of disposition in respect of the redemption of REIT Units) that exceeds the REIT's net income for that year will not generally be required to be included in the Unitholder's income for the year. However, where such an amount is paid or payable to a Unitholder, the Unitholder will be required to reduce the adjusted cost base of the Unitholder's REIT Units by that amount. To the extent that the adjusted cost base of a Unit would otherwise be a negative amount, the negative amount will be deemed to be a capital gain and the adjusted cost base of the Unit to the Unitholder will immediately thereafter be nil.

The Declaration of Trust provides that net income and net taxable capital gains of the REIT for the purposes of the Tax Act will be allocated among the Unitholders in the same proportion as distributions received by them, unless the Trustee otherwise determines.

Since the net income of the REIT will be distributed to Unitholders at least on a monthly basis, a purchaser of a REIT Unit may become taxable on a portion of the net income of the REIT that is accrued or realized by the REIT in a period before the time the REIT Unit was purchased but which was not paid or made payable to Unitholders until the end of the period and after the time the REIT Unit was purchased. A similar result may apply on an annual basis in respect of a portion of capital gains accrued or realized by the REIT in a year before the time the REIT Unit was purchased but which is paid or made payable to Unitholders at year end and after the time the REIT Unit was purchased.

Dispositions of REIT Units

On the disposition or deemed disposition of REIT Units by a Unitholder, whether on a redemption or otherwise, the Unitholder will realize a capital gain (or capital loss) equal to the amount by which the proceeds of disposition (excluding any amount payable by the REIT that represents an amount that must otherwise be included in the Unitholder's income as described herein) are greater (or less) than the aggregate of the adjusted cost base of the REIT Units immediately before such disposition and any reasonable costs of disposition.

REIT Units issued to a Unitholder in lieu of a cash distribution will have a cost to the Unitholder equal to the amount of income (including the applicable non-taxable portion of net capital gains) distributed by the issuance of such REIT Units. The adjusted cost base of REIT Units issued to a Unitholder in lieu of a cash distribution will be averaged with the adjusted cost base of all other REIT Units already owned by the Unitholder in order to determine the respective adjusted cost base of each such REIT Unit.

Where REIT Units are redeemed and the redemption price is paid by the delivery of LP Notes to the redeeming Unitholder, the proceeds of disposition to the Unitholder of the REIT Units will be equal to the fair market value of the LP Notes so distributed less any income or capital gain realized by the REIT in connection with such redemption which has been designated by the REIT to the Unitholder. Any income or capital gain realized by the REIT on a disposition of interests in CSL to effect redemption of REIT Units will generally be designated to the redeeming Unitholder such that the Unitholder will be required to include in computing its income the income or taxable portion of the capital gain so designated.

Taxation of Capital Gains and Capital Losses

Generally, one-half of any capital gain realized by a Unitholder on a disposition or deemed disposition of REIT Units and the amount of any net taxable capital gains designated by the REIT in respect of the Unitholder must be included in the Unitholder's income as a taxable capital gain in the taxation year in which the disposition occurs or in respect of which the net taxable capital gain designation is made by the REIT. One-half of any capital loss realized by a Unitholder on a disposition or deemed disposition of REIT Units generally must be deducted by the Unitholder against taxable capital gains of the Unitholder in the year of disposition and, to the extent such losses exceed such gains, may be deducted against taxable capital gains of the Unitholder in the three preceding taxation years or in any subsequent taxation year in accordance with the provisions of the Tax Act.

Alternative Minimum Tax

The Tax Act provides for a special "alternative minimum tax" applicable to individuals and certain trusts based upon the amount of their "adjusted taxable income". In general terms, adjusted taxable income of a Unitholder who is an individual must be increased by, among other things, any capital gains realized by such Unitholder on the disposition of REIT Units and by any net income of the REIT that is paid or payable to such Unitholder and that has been designated as a taxable dividend or as a taxable capital gain.

Eligibility for Investment

Provided that the REIT qualifies as a "mutual fund trust" (as defined in the Tax Act) at all times, the REIT Units will be a "qualified investment" under the Tax Act for an RRSP, RRIF, DPSP, RDSP, RESP and a TFSA (collectively, "**Registered Plans**"). LP Notes will not be a qualified investment for Registered Plans.

Notwithstanding that the Units may be qualified investments for Registered Plans, a Controlling Individual of a Prescribed Plan will be subject to a penalty tax if the REIT Units held in the Prescribed Plan are a "prohibited investment" as defined in the Tax Act. The REIT Units will generally be a "prohibited investment" for a Prescribed Plan if the Controlling Individual of the Prescribed Plan does not deal at arm's length with the REIT for the purposes of the Tax Act, or has a "significant interest", as defined in the Tax Act, in the REIT. Generally, a Controlling Individual will have a significant interest in the REIT if the Controlling Individual, together with any persons that do not deal at arm's length with the Controlling Individual, directly or indirectly, hold interests as a beneficiary under the REIT that have a fair market value of 10% or more of the fair market value of the interests of all beneficiaries under the REIT. In addition, REIT Units will not be a "prohibited investment" if the Units are "excluded property" (as defined in the Tax Act) for a Prescribed Plan. Prospective investors who intend to hold their REIT Units in a Prescribed Plan should consult their own advisors regarding the application of the foregoing having regard to their particular circumstances.

International Tax Information Reporting

In March 2010, the U.S. enacted the Foreign Account Tax Compliance Act ("**FATCA**"), which imposes certain reporting requirements on non-U.S. financial institutions. The governments of Canada and the United States have entered into an Intergovernmental Agreement (the "**IGA**"), which establishes a framework for cooperation and information sharing between the two countries and may provide relief from a 30% U.S. withholding tax under U.S. tax law ("**FATCA Tax**") for Canadian entities, such as the REIT, provided that (i) the REIT complies with the terms of the IGA and the Canadian legislation implementing the IGA in Part XVIII of the Tax Act, and (ii) the government of Canada complies with the terms of the IGA. The REIT will endeavour to comply with the requirements imposed under the IGA and Part XVIII of the Tax Act. Under Part XVIII of the Tax Act, Unitholders are required to provide identity and residency and other information to the REIT (and may be subject to penalties for failing to do so), which, in the case of "Specified U.S. Persons" or certain non-U.S. entities controlled by "Specified U.S. Persons", will be provided, along with certain financial information (for example, account balances), by the REIT to the CRA and from the CRA to the U.S. Internal Revenue Service. The REIT may be subject to FATCA Tax if it cannot satisfy the applicable requirements under the IGA or Part XVIII of the Tax Act, or if the Canadian government is not in compliance with the IGA and if the REIT is otherwise unable to comply with any relevant and applicable U.S. legislation. Any such FATCA Tax in respect of the REIT would reduce the REIT's distributable cash flow and net asset value.

On December 15, 2016, Part XIX of the Tax Act was enacted, which came into force on July 1, 2017, and which implements the Common Reporting Standard developed by the OECD. Pursuant to Part XIX of the Tax Act, "Canadian financial institutions" that are not "non-reporting financial institutions" (as both terms are defined in Part XIX of the Tax Act) are required to have procedures in place to identify accounts held by residents of foreign countries (other than the U.S.) or by certain entities the "controlling persons" of which are resident in a foreign country, and to report required information to the CRA. Such information is expected to be exchanged on a reciprocal, bilateral, basis with the tax

authorities of the foreign country in which the account holders or such controlling persons are resident, pursuant to the Multilateral Convention on Mutual Administrative Assistance in Tax Matters or the relevant bilateral tax treaty. Pursuant to Part XIX of the Tax Act, Unitholders are required to provide certain information regarding their investment in the REIT for the purpose of such information exchange, unless the investment is held within certain Registered Plans.

DEFINITIONS

The following terms in this Memorandum have the following meanings:

“**Adjustment Factors**” has the meaning set out in “*Calculation of Fair Market Value*”.

“**Alignvest Student Housing REIT**” or the “**REIT**” have the meaning set out on the cover page of this Offering Memorandum.

“**Affiliate**” has the meaning attributable thereto in NI 45-106.

“**Alignvest Capital**” has the meaning set out on the second page of this Offering Memorandum.

“**Alignvest Commitment**” has the meaning set out on the cover page of this Offering Memorandum.

“**Alignvest Investor**” has the meaning set out on the cover page of this Offering Memorandum.

“**Annex**” has the meaning set out in “*CSL*”.

“**BCR**” means Building Condition Report.

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

“**CBRE**” means CBRE Group, Inc.

“**CMHC**” means Canada Mortgage and Housing Corporation.

“**capital gains refund**” has the meaning set out in “*Certain Canadian Federal Tax Considerations*”.

“**Class A REIT Units**” has the meaning set out on the cover page of this Offering Memorandum.

“**Class A LP Units**” means class A limited partnership units of CSL.

“**Class B LP Units**” means class B limited partnership units of CSL.

“**Class C Purchase Agreement**” has the meaning set out in “*CSL*”.

“**Class C LP Unitholder**” has the meaning set out in “*CSL*”.

“**Class C LP Units**” means class C limited partnership units of CSL.

“**Class F REIT Units**” has the meaning set out on the cover page of this Offering Memorandum.

“**Class F LP Units**” means class F limited partnership units of CSL.

“**Class V LP Units**” means class V limited partnership units of CSL.

“**Class V LP Unitholder**” has the meaning set out in “*CSL*”.

“**Commitment Date**” has the meaning set out on the cover page of this Offering Memorandum.

“**Controlling Individual**” has the meaning set out in “*Eligibility for Investment*”.

“**CSL**” has the meaning set out on the cover page of this Offering Memorandum.

“**CRA**” has the meaning set out in “*Certain Canadian Federal Income Tax Considerations*”.

“Declaration of Trust” has the meaning set out in *“Offering Summary”*.

“Distributable Income” has the meaning set out in *“Partnership Allocations and Distributions”*.

“Distribution Agreement” has the meaning set out in *“Conflicts of Interest”*.

“DRIP” has the meaning set out in *“Distribution Reinvestment Plan”*.

“FATCA” has the meaning set out in *“International Tax Information Reporting”*.

“FATCA Tax” has the meaning set out in *“International Tax Information Reporting”*.

“Fair Market Value” has the meaning set out in *“Valuation Policy”*.

“General Partner” has the meaning set out on the cover page of this Offering Memorandum.

“IGA” has the meaning set out in *“International Tax Information Reporting”*.

“IFRS” means International Financial Reporting Standards.

“Liquidity Event” has the meaning set out in *“Partnership Allocations and Distributions”*.

“LP Note” has the meaning set out in *“Redemption of REIT Units”*.

“LP Units” means together, Class A LP Units, Class C LP Units, Class F LP Units and Class V LP Units.

“Management Fee” has the meaning set out in *“Management Fee”*.

“Manitoba Act” has the meaning set out in *“Purchasers’ Rights of Action”*.

“New Brunswick Act” has the meaning set out in *“Purchasers’ Rights of Action”*.

“Newfoundland Act” has the meaning set out in *“Purchasers’ Rights of Action”*.

“Net Capital of the Redeemed LP Units” has the meaning set out in *“Partnership Allocations and Distributions”*.

“NI 45-106” means National Instrument 45-106 *Prospectus Exemptions*.

“NOI” has the meaning set out in *“Offering Summary”*.

“Non-Resident Beneficiaries” has the meaning set out in *“Limitation on Non-Resident Ownership”*.

“Northwest Territories Act” has the meaning set out in *“Purchasers’ Rights of Action”*.

“Nova Scotia Act” has the meaning set out in *“Purchasers’ Rights of Action”*.

“Nunavut Act” has the meaning set out in *“Purchasers’ Rights of Action”*.

“OECD” means the Organization for Economic Cooperation and Development.

“Offering” means the Offering of REIT Units by the REIT pursuant to the terms described in this Offering Memorandum.

“Offering Jurisdictions” has the meaning set out on the cover page of this Offering Memorandum.

“Offering Memorandum” means this amended and restated offering memorandum of the REIT relating to the Offering dated as at January 30, 2023 relating to the as may be further amended, restated or supplemented from time to time.

"Ontario Act" has the meaning set out in *"Purchasers' Rights of Action"*.

"Partnership Agreement" has the meaning set out in *"CSL"*.

"PEI Act" has the meaning set out in *"Purchasers' Rights of Action"*.

"Periodic Distributions" has the meaning set out in *"Partnership Allocations and Distributions"*.

"Person" means an individual, partnership, limited partnership, corporation, unlimited liability company, trust, unincorporated organization, association, government, or any department or agency thereof and the successors and assigns thereof or the heirs, executors, administrators or other legal representatives of an individual, or any other entity recognized by law.

"Personal information" has the meaning set out in *"Representations of Subscribers"*.

"Preferred Return" has the meaning set out in *"Partnership Allocations and Distributions"*.

"Prescribed Plan" has the meaning set out in *"Eligibility for Investment"*.

"Proposed Amendments" has the meaning set out in *"Certain Canadian Federal Income Tax Considerations"*.

"Redemption Balance" has the meaning set out in *"Redemption of REIT Units"*.

"Redemption Date" has the meaning set out in *"Redemption of REIT Units"*.

"Redemption Distribution" has the meaning set out in *"Redemption Distribution"*.

"Redemption Price" has the meaning set out in *"Redemption of REIT Units"*.

"Registered Plans" has the meaning set out in *"Eligibility for Investment"*.

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

"REIT Unit" has the meaning set out on the cover page of this Offering Memorandum.

"RESP" has the meaning set out in *"Eligibility for Investment"*.

"RDSP" has the meaning set out in *"Eligibility for Investment"*.

"RRIF" has the meaning set out in *"Eligibility for Investment"*.

"RRSP" has the meaning set out in *"Eligibility for Investment"*.

"Rule 72-503" means OSC Rule 72-503 Distributions Outside of Canada

"Saskatchewan Act" has the meaning set out in *"Purchasers' Rights of Action"*.

"Securities Laws" means, as applicable, the securities laws, regulations, rules, rulings and orders in each of the provinces and territories of Canada, and the applicable policy statements issued by the securities regulators in each of the provinces and territories of Canada, having application over this Offering and including those laws in the jurisdiction in which the Subscriber is ordinarily resident.

"Securities Regulators" has the meaning set out in *"Representations of Subscribers"*.

"SIFT Trust" has the meaning set out in *"Certain Canadian Federal Income Tax Considerations"*.

"Special GP Distribution" has the meaning set out in *"Partnership Allocations and Distributions"*.

“Subscriber” has the meaning set out on the cover page of this Offering Memorandum.

“Subscription Agreement” has the meaning set out in *“Notice to Subscribers”*.

“Tax Act” has the meaning set out in *“Eligibility for Investment”*.

“TFSA” has the meaning set out in *“Eligibility for Investment”*.

“Trustees” has the meaning set out on the cover page of this Offering Memorandum.

“Unencumbered Cash” means excess cash balances that have been determined by the General Partner as available to satisfy payment of redemption proceeds and have not been designated as required to satisfy impending obligations such as monthly distributions, capital expenditures, debt repayment and acquisitions.

“Unitholder” has the meaning set out on the cover page of this Offering Memorandum.

“Vendor” has the meaning set out in *“Offering Summary”*.

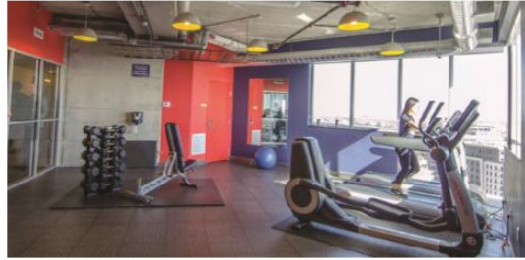
“Yukon Act” has the meaning set out in *“Purchasers’ Rights of Action”*.

SCHEDULE "A"
PURPOSE-BUILT STUDENT ACCOMODATION UNDER PURCHASE AGREEMENTS

None

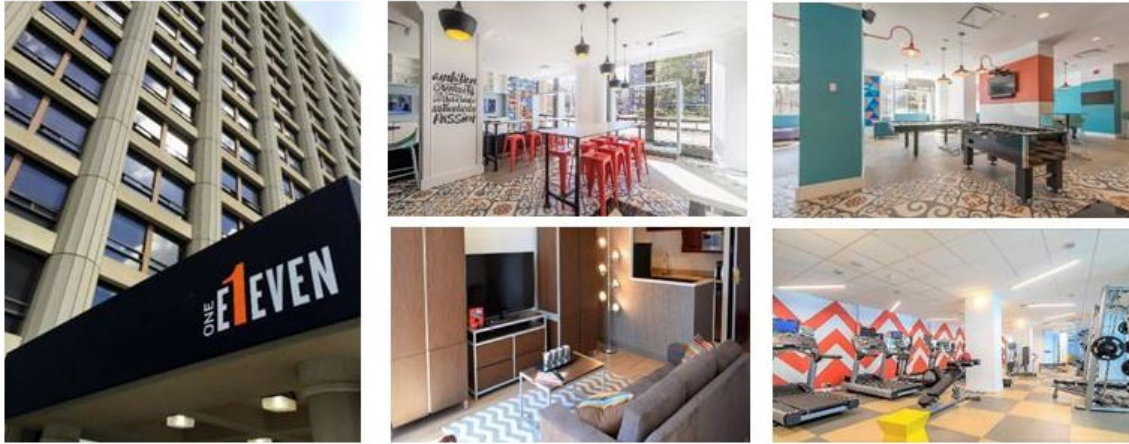
SCHEDULE "B"
PURPOSE-BUILT STUDENT ACCOMODATION OWNED AND UNDER MANAGEMENT

Address	Name	Market	Targeted University	Units	Beds	Acquired
181 Lester St.	myRez on Lester	Waterloo, ON	University of Waterloo & Wilfrid Laurier University	91	455	Aug 2018
111 Cooper St.	1Eleven	Ottawa, ON	University of Ottawa & Carleton University	224	357	Nov 2018
265 Laurier Ave.	Annex	Ottawa, ON	University of Ottawa	159	518	Mar 2019
333 King St.	KST I	Waterloo, ON	University of Waterloo & Wilfrid Laurier University	126	536	Apr 2019
339 King St.	KST II	Waterloo, ON	University of Waterloo & Wilfrid Laurier University	80	419	Apr 2019
1686 Main St.	West Village Suites	Hamilton, ON	McMaster University	107	449	Apr 2019
1700 Simcoe St.	17Hundred	Oshawa, ON	University of Ontario Institute of Technology & Durham College	133	588	Apr 2019
11024 82 Ave.	1Ten on Whyte	Edmonton, AB	University of Alberta	37	72	Aug 2020
315 King St.	Preston House	Waterloo, ON	University of Waterloo & Wilfrid Laurier University	62	310	Mar 2021
324 Regina St.	Bridgeport House	Waterloo, ON	University of Waterloo & Wilfrid Laurier University	97	485	Mar 2021
305 Rideau St.	THEO	Ottawa, ON	University of Ottawa & Carleton University	193	528	July 2021
1402-1424 Seymour St.	See-More	Halifax, NS	Dalhousie University	141	491	Jan 2023
Total				1,450	5,208	



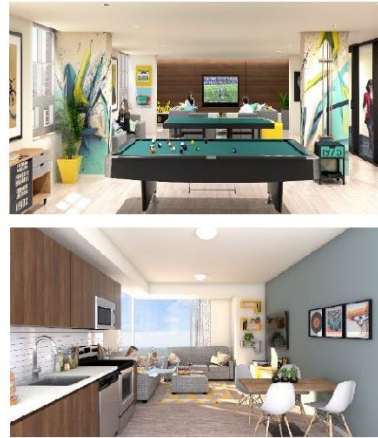
181 Lester Street, Waterloo Ontario (“MyRez on Lester”)

myREZ on Lester is an 18-storey, 91-unit building, offering 455 beds in fully furnished suites with a modern design and quality amenities. The building is located within close proximity to the University of Waterloo, Wilfrid Laurier University and key student-oriented shops and restaurants. The building has an enclosed private parking garage, student lounges, study rooms, a games room, a fitness facility and in suite laundry. Student oriented commercial tenants occupy over 6,000 square feet on the ground level.



111 Cooper Street, Ottawa Ontario (“1Eleven”)

1Eleven is a 16-storey asset comprised of 357 beds in 224 fully furnished 1-bedroom, 2-bedroom and 4-bedroom units, and is accessible to the University of Ottawa via a pedestrian bridge over the Rideau Canal. The property is highly-amenitized with a unique modern lobby, study lounges, a high-end gym, a yoga studio, games and social lounges, on-site laundry facilities, and on-site parking. Over 2,200 square feet of commercial space is located on the ground floor.



265 Laurier Avenue East, Ottawa Ontario (the “Annex”)

The Annex is a 9-storey asset with 518 beds in 159 fully-furnished studios, 2-bedroom, 3-bedroom, 4-bedroom and 5-bedroom units and is part of the University of Ottawa’s residence portfolio. The Annex is equipped with in-suite laundry, a games room, quiet study spaces, controlled and secured access, interior bike parking and underground parking. In addition, all tenants receive a free membership to Anytime Fitness, which is situated on-site. The ground floor has over 15,500 square feet of commercial space.



333 (“King Street Tower I”) and 339 King Street North (“King Street Tower II”) – Waterloo, Ontario

King Street Tower I is a modern 17-storey building with 536 beds in 126 fully furnished units in 3-bedroom, 4-bedroom, 5-bedroom and 6-bedroom configurations. The KST sites offer the highest-quality amenities in the Waterloo market, including exercise facilities, games rooms, study rooms, conference / boardrooms, a computer center, a theatre room, a rooftop patio and several other attractive offerings.

King Street Tower II is a modern 22-storey building with 419 beds in 80 fully furnished units in 3-bedroom, 4-bedroom, 5-bedroom and 6-bedroom configurations. The KST sites offer the highest-quality amenities in the Waterloo market, including exercise facilities, games rooms, study rooms, conference / boardrooms, a computer center, a theatre room, a rooftop patio and several other attractive offerings.



1686 Main Street West – Hamilton, Ontario (“West Village Suites”)

West Village Suites is a 9-storey, 449 beds, 107-unit, LEED Platinum certified property with fully furnished 2-bedroom, 3-bedroom, 4-bedroom and 5-bedroom units. The site is adjacent to many shops and restaurants that target McMaster students and is equipped with high-end amenities, including a fitness studio, various study rooms, student lounges, games rooms, a yoga studio and over 10,000 square feet of ground floor commercial space.



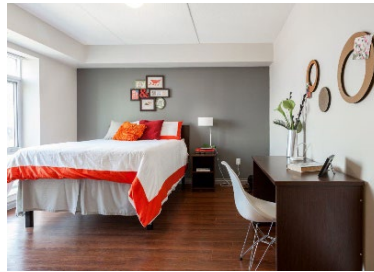
1700 Simcoe Street North – Oshawa, Ontario (“17Hundred”)

17Hundred consists of two LEED Platinum certified buildings – a one six-storey site and a one four-storey site. The site has 588 beds in 133 fully furnished units comprised of 2-bedroom, 3-bedroom, 4-bedroom and 5-bedroom units and offers high-end amenities, including a fitness studio, various study spaces, student lounges, games rooms and a yoga studio. There is over 5,000 square feet of ground floor commercial space.



11024 82 Avenue – Edmonton, Alberta (“1TEN on Whyte”)

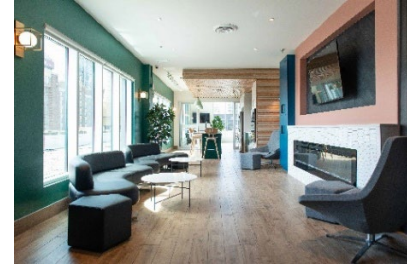
1TEN on Whyte is a four-storey building with 72 beds in 37 fully furnished units, including bachelor, 2-bedroom, 3-bedroom, and 4-bedroom suites. The property is equipped with significant programmable amenity spaces, such as a full commercial kitchen, office space, games room, boardroom, event space and a fitness center. Recently, Campus Assets Inc., ASH REIT’s development partner, successfully rezoned the property to permit the development of approximately 225,000 square feet of accommodations for students.



315 King Street North (“Preston House”) and 328 Regina Street North (“Bridgeport House”) – Waterloo, Ontario

Preston House is a 17-storey modern building with 310 beds in 62 fully furnished units in 5-bedroom configurations. Each bedroom is equipped with a highly desirable en-suite bathroom. The ground floor is designed with a modern laundry room, games tables, lounge areas and study space.

Bridgeport House is an 18-storey modern building with 485 beds in 97 fully furnished units in 5-bedroom configurations. Each bedroom is equipped with a highly desirable en-suite bathroom. Student oriented amenities include a modern laundry room, games tables, lounge areas, a gym and study space.



305 Rideau Street – Ottawa, Ontario (“THEO”)

THEO is a 12-storey building comprised of 528 beds in 193 fully furnished units in 1-bedroom, 2-bedroom, 3-bedroom, and 4-bedroom configurations. Amenities include study rooms on every floor, a state-of-the-art fitness center, half-court basketball court, clubhouse, games room, cinema room and music / art studio. There is approximately 18,000 square feet of street level commercial space.



1402, 1404, 1412, 1414, 1422 & 1424 Seymour Street – Halifax, Nova Scotia (“See-More”)

See-More is a 6-storey, newly constructed (2022) student housing facility located steps away from Dalhousie University. See-More has 491 beds in 141 fully furnished units, including bachelors, 3-bedroom, 4-bedroom and 5-bedroom suites. Additionally, See-More features several student-oriented amenities, including a yoga and wellness studio, games room, on-site laundry facilities, social rooms, common study areas and an underground parking garage.