



ANNUAL INFORMATION FORM

For The Year Ended December 31, 2018

March 26, 2019

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Capitalized terms not otherwise defined in this Annual Information Form ("AIF") have the meanings set out in the "Glossary of Select Terms" attached as Appendix "A" hereto. In this AIF, "Northview" or the "Trust" is used to refer to the Northview Apartment Real Estate Investment Trust and each of its respective principal subsidiaries collectively.

NON-GAAP AND ADDITIONAL GAAP MEASURES

Certain measures in this AIF do not have any standardized meaning as prescribed by generally accepted accounting principles ("**GAAP**") and are therefore, considered non-GAAP measures. These measures are provided to enhance the reader's overall understanding of Northview's current financial condition. They are included to provide investors and Northview's management ("**Management**") with an alternative method for assessing Northview's operating results in a manner that is focused on the performance of Northview's ongoing operations and to provide a more consistent basis for comparison between periods. These measures include widely accepted measures of performance for Canadian real estate investment trusts ("**REITs**"); however, the measures are not defined by International Financing Reporting Standards ("**IFRS**"). In addition, the definitions of these measures are subject to interpretation by the preparers and may not be applied consistently.

Refer to Appendix "A" of this AIF for definitions of non-GAAP and additional GAAP measures, including net operating income ("**NOI**"), funds from operations ("**FFO**"), Debt to Gross Book Value, Interest Coverage Ratio and Debt Service Coverage Ratio.

The Trust's FFO definition provides a general indication of its capacity to earn and distribute cash returns to holders of units ("**Units**") of the Trust ("**Trust Unitholders**") as required by the Declaration of Trust defined below. FFO as computed by the Trust may differ from similar computations as reported by other similar organizations and, accordingly, may not be comparable to FFO as reported by such organizations.

FFO has been developed as a supplemental measure of operating performance for the real estate industry. The Real Property Association of Canada, after discussions with Canadian real estate publicly accountable entities, developed and published a White Paper on FFO for IFRS. The report contains standard adjustments that are made to net comprehensive earnings with the desire to adjust it to be a better measure of cash generated or distribution capacity.

FORWARD-LOOKING STATEMENTS

This AIF may contain forward-looking information within the meaning of applicable Canadian securities laws relating to Northview. All information included in this AIF other than statements of historical fact, is forward-looking information. When used in this AIF, words "would", "could", "objective", "may", "will", "expect", "intend", "estimate", "believe", "should", "plans" or "continue" or other similar expressions identify forward-looking information. The forward-looking information included in this AIF relates to, among other things, statements related to acquisitions or dispositions, future maintenance expenditures, financing and the availability of financing, market growth and development, future operating efficiencies, tenant incentives, occupancy levels and the business plans and objectives of Northview, including Management's expectations regarding Northview's growth, development activities, results of operations, and business prospects and opportunities.

This AIF reflects the Trust's current beliefs and is based on information currently available to Management. Forward-looking information is provided for the purpose of presenting information about Management's current expectations and plans relating to the future and readers are cautioned that such statements may not be appropriate for other purposes. This information is not a guarantee of future performance and is based on Northview's estimates and assumptions, which include, but are not limited to assumptions that the general economy, interest rates and real estate conditions are each stable and that there will be no material changes in applicable government regulations or tax laws, assumptions regarding occupancy rates at Northview's properties, the availability of a new competitive supply of real estate which may become available through construction, changes in operating costs, fluctuations in commodity prices, the availability of financing. Northview's qualification as a REIT, completion of development projects, future growth, results of operations, performance, prospects and opportunities. The forward-looking information is subject to a variety of known and unknown risks and uncertainties, which could cause actual events, results and performance of Northview to differ materially from the forward-looking information. These risks and uncertainties include, among other things; risks related to: real property ownership; government legislation; environmental matters; exposure to the natural resource sector; debt financing; capital requirements; liquidity; interest rates; credit risk; development and construction; acquisition risk; management of growth; catastrophic and general uninsured losses; cybersecurity; utility cost; property tax; reliance on key personnel; potential conflicts of interest; unpredictability and volatility of Unit prices; dilution; Trust Unitholder liability; restriction on redemption; and income tax related risks. The Trust cautions that this list of risk factors is not exhaustive. Although the forward-looking information contained in this AIF is based on what

the Trust believes are reasonable assumptions, there can be no assurance that actual results will be consistent with this forward-looking information. All forward-looking information in this AIF is qualified by such cautionary statements and other cautionary statements and factors contained herein. See the “Risk Factors” section of this AIF for more information. The forward-looking information is provided only as of the date of such information, and the Trust, except as required by applicable law, and assumes no obligation to update or revise this information to reflect new information or the occurrence of future events or circumstances.

USE OF MARKET AND INDUSTRY DATA

This AIF includes market and industry data obtained from third party sources, including industry publications, as well as industry data prepared by Northview on the basis of our knowledge of, and experience in, these markets. Information from third party sources is generally believed to be reliable, but there can be no assurance as to the accuracy or completeness of included information. Management has not independently verified any of the data from third party sources referred to in this AIF or ascertained the underlying economic assumptions relied upon by such sources.

NORTHVIEW APARTMENT REAL ESTATE INVESTMENT TRUST

Northview is an unincorporated, open-ended REIT created pursuant to a declaration of trust (the “Declaration of Trust”) dated January 2, 2002, and last amended May 5, 2016, under the laws of the Province of Alberta (and the federal laws of Canada applicable therein). Northview is one of Canada's largest publicly traded multi-family REITs with a portfolio of approximately 27,000 residential suites and 1.2 million square feet of commercial space in more than 60 markets across eight provinces and two territories. Northview's head and registered office is located at 200, 6131 6th Street SE, Calgary, Alberta, T2H 1L9.

The trustees of the Trust (“**Trustees**”) are responsible for supervising the activities and managing the business and affairs of the Trust. The Trustees have powers, responsibilities and duties comparable to those of a board of directors of a corporation governed by the *Canada Business Corporations Act* (“**CBCA**”). In Management's opinion, seven of the eight current Trustees are independent within the meaning of National Instrument 52-110 — *Audit Committees* (“**NI 52-110**”). The Audit & Risk Management Committee and the Governance, Compensation and Nomination Committee were, and continue to be, mandated to be comprised entirely of Independent Trustees (as defined below). The Investment Committee, currently consists of four Trustees, three of whom are independent, participates extensively in the investment process. Management of the Trust is carried out by employees and officers of the Trust.

GENERAL DEVELOPMENT OF THE BUSINESS OF NORTHVIEW

In June 2018, Northview acquired a portfolio consisting of 623 units in six apartment properties for \$151.8 million excluding closing costs (the “June 2018 Acquisition”), from affiliates of Starlight Group Property Holdings Inc (“**Starlight**”). In connection with the June 2018 Acquisition, Northview closed a \$126.5 million equity offering on June 25, 2018. The total net proceeds of the equity offering were approximately \$121.0 million. Northview used the net proceeds of the equity offering as outlined in the prospectus for the following purposes: (i) approximately \$87 million to fund a portion of the June 2018 Acquisition; and (ii) the remainder to repay a portion of the credit facilities which were drawn on to fund its development program.

In December 2018, Northview acquired a portfolio consisting of 644 units in six apartment properties for \$131.9 million excluding closing costs (together with the June 2018 Acquisition, the “2018 Acquisitions”). One of the six properties in the December 2018 acquisition was acquired from affiliates of Starlight. The 2018 Acquisitions complete the deployment of the equity raised in June 2018, and the re-deployment of the proceeds from the sale of the non-core portfolio located in Chetwynd, British Columbia for \$12.3 million.

In connection with the 2018 Acquisitions, Northview formed three new limited partnerships: NVSL1 Limited Partnership, NVSL2 Limited Partnership and NVRK Limited Partnership (the “**New Limited Partnerships**”). The general partner of the New Limited Partnerships is Northview Limited Partnership. Any reference in this AIF to the “Limited Partnerships” (as defined below) includes the New Limited Partnerships.

JANUARY 1, 2018 REORGANIZATION

In order to simplify Northview's corporate structure from a tax and administrative perspective, effective January 1, 2018, Northview Limited Partnership became the general partner for the following Northview limited partnerships: NPR Limited Partnership, Northern Property New1 Limited Partnership, Northern Property New2 Limited Partnership, Northern Property N67 Limited Partnership, Northern Property N67 Ontario Limited Partnership, Northern Property N9 Limited Partnership, NVSL Limited Partnership, NVF Limited Partnership, True North Limited Partnership, Blue-Starlight LP, Rocky (2013) Limited Partnership, TN4 Limited Partnership, TN5 Limited Partnership and TN6 Limited Partnership (the "Limited Partnerships"). All of the former general partners of the Limited Partnerships were replaced by Northview Limited Partnership, with the exception of NPR Limited Partnership, who has both NPR GP Inc. and Northview Limited Partnership as its general partners.

In connection with this reorganization and to reflect this new structure, the Trust, Northview GP Inc., the Limited Partnerships, the general partners of the Limited Partnerships and Starlight entered into an amended and restated exchange agreement on January 1, 2018, further amended and restated on June 26, 2018 to include NVSL1 Limited Partnership and further amended and restated on November 30, 2018 to include NVSL2 Limited Partnership and NVRK Limited Partnership (the "Amended and Restated Exchange Agreement"). There have been no changes to the rights of Class B limited partnership unitholders.

HISTORY

The Trust commenced operations on May 30, 2002, upon the effectiveness of a plan of arrangement under Section 193 of the ABCA pursuant to which the Trust acquired the existing business of Urbco Inc. ("**Urbco**"), other than Urbco's construction and development business, and certain of Urbco's properties (the "**Urbco Plan of Arrangement**"). The Trust contemporaneously completed an initial public offering of 6,600,000 Units for gross proceeds of \$66 million. Urbco and its predecessors, which commenced business in 1968, were engaged in the real estate business in northern and western Canada, owning a portfolio of revenue-generating residential and commercial properties in the Northwest Territories, Nunavut and Alberta and operating a construction and development business. Prior to the Urbco Plan of Arrangement, Urbco was the largest private-sector residential landlord in northern Canada and the largest private-sector owner of income-producing properties in northern Canada.

The Trust continues to diversify its geographic reach and type of units. The geographic diversification extended beyond Nunavut, Northwest Territories and Alberta when the Trust first purchased properties in Newfoundland and Labrador in 2003, British Columbia in 2005, Saskatchewan in 2011, Quebec in 2012 and Ontario, New Brunswick and Nova Scotia through the 2015 Transaction. Since 2015, the Trust has continued to expand with acquisitions in Alberta, British Columbia, Ontario, New Brunswick, Nova Scotia, Nunavut and Quebec. The Trust initially operated residential units and commercial space but added executives in 2003.

In order to qualify as a "specified investment flow-through trust" and take advantage of certain tax rules while still allowing the Trust to flow through its income to Trust Unitholders, on December 31, 2010 the Trust underwent an internal reorganization by way of plan of arrangement pursuant to section 193 of the ABCA (the "**2010 Transaction**"). One of the results of the 2010 Transaction was the "stapling" of NorSerCo Inc. ("**NorSerCo**") common shares (the "**NorSerCo Common Shares**") to Units to form "stapled securities" that traded together on the TSX under a single trading symbol "NPR.UN" (the "**Stapled Units**"). In connection with the 2010 Transaction, the Trust and NorSerCo entered into a stapled unit agreement that coordinated the issuances of securities to ensure at all times that each holder of a particular number of Units held an equal number of NorSerCo Common Shares.

The Stapled Units traded together until the Trust terminated its Stapled Unit structure after the close of market on January 31, 2014 (the "**2014 Transaction**"). NorSerCo transferred all of its active business assets to NPR Limited Partnership ("NPR LP") and filed articles of dissolution with the Registrar of Corporations of Alberta on February 1, 2014. After the separation of the Stapled Units, the delisting of the NorSerCo Common Shares from the TSX, and the liquidation and dissolution of NorSerCo on February 1, 2014, the Units were listed and posted for trading on the TSX under the symbol "NPR.UN" in substitution for the Stapled Units. The 2014 Transaction was completed to ensure Northview met the definition of a "REIT" (as defined in the *Income Tax Act* (Canada) (the "**Tax Act**") and maintained Trust Unitholder value by adopting an efficient structure, from both an operational and tax perspective, that allowed the Trust to continue to flow through the income to Trust Unitholders without being subject to entity-level taxation under the Tax Act.

2015 TRANSACTION

In 2015, the Trust's predecessor, Northern Property Real Estate Investment Trust ("**NPR**"), acquired 13,558 multi-family residential suites from True North Apartment Real Estate Investment Trust ("**True North**"), Starlight Investments Ltd, predecessor to Starlight, and a joint venture between affiliates of Starlight and affiliates of the Public Sector Pension Investment Board ("**PSP**") (collectively the "**2015 Transaction**"). Upon completion of the 2015 Transaction, NPR changed its name to "Northview Apartment Real Estate Investment Trust", to reflect the national character of Northview's portfolio and its future growth strategy. On November 5, 2015, Units began trading on the Toronto Stock Exchange ("**TSX**") under the symbol "NVU.UN".

On October 30, 2015, upon the effectiveness of a plan of arrangement under Section 193 of the *Business Corporations Act* (Alberta) ("**ABCA**"), NPR acquired the existing business and acquisition of all the assets of True North. True North held a portfolio of residential rental apartments in Alberta, Ontario, Québec, Nova Scotia, and New Brunswick, and the acquisition provided NPR with a unique opportunity to achieve scale and diversification in central and eastern Canada and access to those rental markets.

The True North acquisition was funded through a unit exchange, where each of the outstanding True North trust units ("**TN Units**") and True North class B limited partnership units ("**TN Class B LP Units**") were exchanged for 0.3908 NPR trust units ("**NPR Units**") and NPR special voting units ("**NPR Special Voting Units**"), respectively. NPR issued to each holder of TN Class B LP Units, for each True North special voting unit held by such holder, such number of NPR Special Voting Units that is equal to the product obtained by multiplying the number of TN Class B LP Units held by such holder by the exchange ratio of 0.3908. The 7,587,375 NPR Units and 5,445,820 NPR Special Voting Units issued as consideration are measured at fair value using the closing market price on the date of acquisition.

On October 30, 2015, pursuant to purchase and sale agreements dated August 10, 2015, NPR acquired seven investment properties from Starlight (the "**Starlight Portfolio**") and 26 investment properties (the "**IMH Portfolio**") (collectively the "**Portfolio Acquisitions**"), from a joint venture between affiliates of Starlight and affiliates of PSP. The portfolios consisted of residential rental apartments in Ontario, Nova Scotia, and New Brunswick, and the Portfolio Acquisitions provided NPR a unique opportunity to achieve scale and diversification in central and eastern Canada and access to those rental markets. The acquisition of the Starlight Portfolio was funded through a combination of (i) issuance of 879,053 of NPR Special Voting Units with an agreed upon value of \$23.03 per unit to satisfy \$20.2 million of the purchase price, and (ii) cash consideration of \$72.1 million funded by a new credit facility. The acquisition of the IMH Portfolio was funded through a combination of (i) issuance of 5,115,190 of NPR Units with an agreed upon value of \$23.03 per unit to satisfy \$117.8 million of purchase price, (ii) issuance of 1,416,870 of NPR Special Voting Units with an agreed upon value of \$23.03 per unit to satisfy \$32.6 million of purchase price, and (iii) cash consideration of \$245.0 million funded by a new credit facility.

A Form 51-102F4 — Business Acquisition Report dated November 12, 2015 was filed in respect of the 2015 Transaction.

Northview internalized the management of properties acquired in the 2015 Transaction from 2016 to 2018. In 2016 and 2017, Northview internalized approximately 7,600 residential units in Ontario and 2,391 units in Atlantic Canada, respectively. Effective the end of the first quarter of 2018, the management of all properties, that were previously third party managed, were internalized.

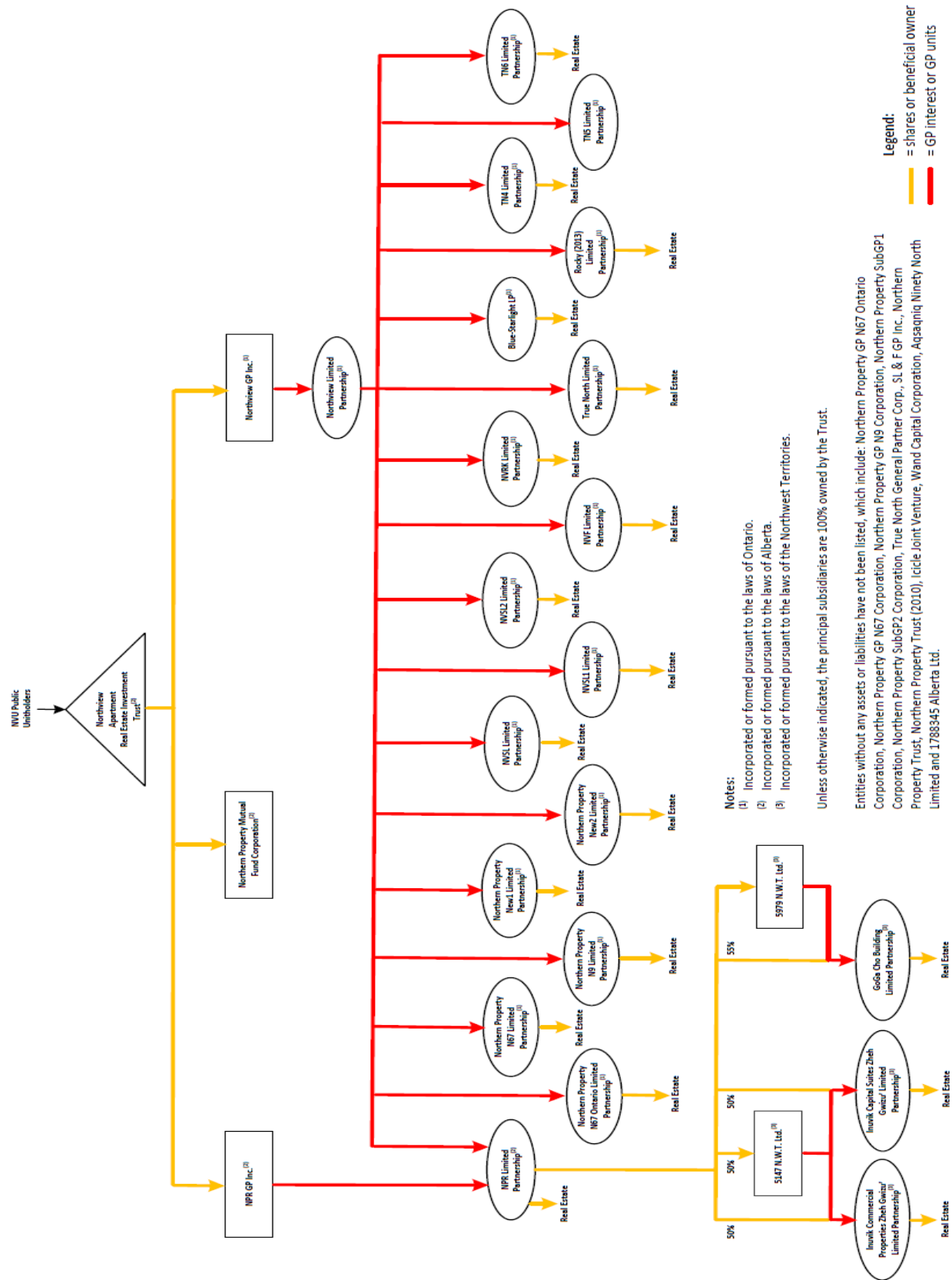
From the acquisition in 2015 until October 30, 2018, Starlight provided certain asset management services relating to the portfolios acquired in the 2015 Transaction as per the terms of the transitional services agreement dated October 30, 2015 (the "**Transitional Services Agreement**"). See a full description under the heading "*Material Contracts*".

SUBSEQUENT EVENTS

Northview has entered into an agreement with Starlight Investments CDN AM Group LP ("**Starlight LP**") whereby Starlight LP provides certain advisory services relating to the identification of multi-unit residential properties for acquisition as per the transactional fee agreement dated as of February 27, 2019 (the "**Transactional Fee Agreement**"). There are no fees payable to Starlight LP from Northview on the properties acquired directly from Starlight LP. Mr. Daniel Drimmer is both a Trustee and a control person of Starlight LP, and disclosed the nature and extent of his interest in and to the Transactional Fee Agreement to the Trustees prior to Northview entering into the Transactional Fee Agreement. For a full description of the Transactional Fee Agreement refer to the "*Material Contracts*" section.

CORPORATE STRUCTURE OF NORTHVIEW

The following diagram illustrates the primary ownership and voting relationships among the Trust and its respective principal subsidiaries (defined above as “Northview”) as of December 31, 2018.



ACQUISITIONS AND DISPOSITIONS OVER THE PAST THREE FINANCIAL YEARS

2018 Acquisitions

Property Type	Location	Units	Sq. Ft.	Cost (millions of dollars)
Multi-family/Commercial	Atlantic Canada	131	7,000	31.4
Multi-family/Commercial/Land	Ontario	1,154	2,000	268.5
Multi-family/Commercial/Land	Western Canada	137	6,000	28.6
Commercial	Northern Canada	-	17,000	5.2
Total		1,422	32,000	333.7

2017 Acquisitions

Property Type	Location	Units	Sq. Ft.	Cost (millions of dollars)
Multi-family/Commercial	Atlantic Canada	399	14,000	41.8
Multi-family/Commercial	Ontario	851	20,000	144.7
Multi-family	Quebec	201	-	24.4
Multi-family/Land	Western Canada	126	-	28.3
Total		1,577	34,000	239.2

2016 Acquisitions

Property Type	Location	Units	Sq. Ft.	Cost (millions of dollars)
Land	Various locations	-	-	5.6
Total		-	-	5.6

2018 Dispositions

Property Type	Location	Units	Sq. Ft.	Sales Price (millions of dollars)
Multi-family	Western Canada	214	-	12.3
Multi-family	Northern Canada	2	-	0.3
Total		216	-	12.6

2017 Dispositions

Property Type	Location	Units	Sq. Ft.	Sale Price (millions of dollars)
Multi-family	Atlantic Canada	36	-	4.0
Multi-family	Western Canada	179	-	20.3
Multi-family	Ontario	269	-	42.8
Hotel	Northern Canada	75	43,491	14.9
Total		559	43,491	82.0

2016 Dispositions

Property Type	Location	Units	Sq. Ft.	Sale Price (millions of dollars)
Multi-family	Ontario	489	-	46.5
Multi-family	Atlantic Canada	28	-	1.8
Multi-family	Northern Canada	2	-	0.3
Total		519	-	48.6

BUSINESS OF NORTHVIEW

GENERAL

Northview is one of Canada's largest publicly traded multi-family REITs with a portfolio of approximately 27,000 residential suites and 1.2 million square feet of commercial space in more than 60 markets across eight provinces and two territories. Geographically, Northview operates in Alberta, British Columbia, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Ontario, Québec, and Saskatchewan. Northview's residential portfolio is comprised of a multi-family segment: apartments, town homes, and single-family rental units where the rental period ranges from six to twelve months. The commercial and execusuites segment is comprised of office, industrial, and retail properties primarily in areas where Northview has residential operations and execusuited properties that offer apartment style accommodation. Commercial lease terms are generally five years and execusuited rental periods range from several days to several months.

Northview's strategy and objectives are based on the following:

- **Portfolio diversification:** Northview has a well-diversified multi-family portfolio across Canada. This portfolio allows for stable returns, and distributions, with flexibility for growth opportunities.
- **Organic growth:** Northview's high quality property portfolio is located in a number of markets with expanding populations and growing economies. Northview will seek to increase same door NOI by improving occupancy and average monthly rent ("AMR") combined with operating efficiencies to reduce expenses.
- **Growth through acquisitions:** Northview acquires properties in strong markets across the country including where it has an established operating platform and market knowledge. Northview has a strategic relationship with Starlight that may generate future acquisition opportunities.
- **Growth through development:** In-house expertise and a diversified portfolio enable Northview to target developments in strong markets with planned yields of 100 to 200 basis points ("bps") higher than market capitalization rates ("Cap Rate") contributing to net asset value growth.

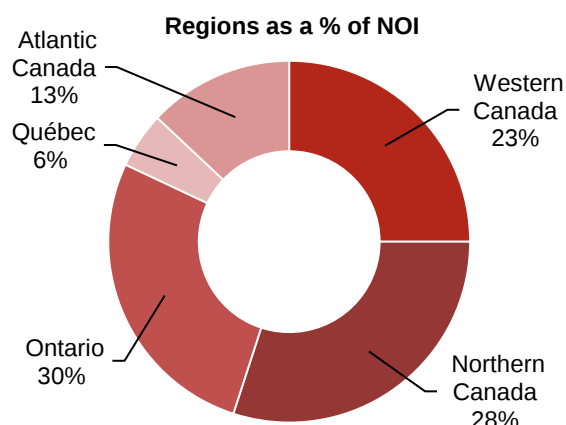
REPORTING SEGMENTS

Northview has two market segments: (i) multi-family, and (ii) commercial and execusuites. Northview provides segmented reporting for both geographic and market segments in its audited annual consolidated financial statements. In 2018, 88% of Northview's revenue was generated from the multi-family segment and 12% was generated from the commercial and execusuited segments.

PRINCIPAL MARKETS

The geographical segment reporting consists of Ontario, Western Canada, Atlantic Canada, Northern Canada, and Québec. The Ontario and Québec regions include only the operation of properties located in those respective provinces. The Western Canada segment includes the operation of properties located in Alberta, British Columbia and Saskatchewan. The Atlantic Canada segment includes the operation of properties located in Newfoundland and Labrador, Nova Scotia, and New Brunswick. The Northern Canada segment includes the operation of properties located in Nunavut and the Northwest Territories.

The following chart details the percentage of NOI generated from Northview's multi-family and commercial and execusuite portfolios in each of the five geographic segments for the year ended December 31, 2018.



PROPERTIES OWNED

As at December 31, 2018, the geographic breakdown of properties owned is as follows:

Location	Multi-family (units)	Execusuite (units)	Commercial (Sq. Ft.)
Ontario	9,489	-	22,000
Western Canada	7,632	-	145,000
Atlantic Canada	4,646	145	246,000
Northern Canada	2,450	199	755,000
Quebec	2,485	-	4,000
Total	26,702	344	1,172,000

Multi-family

Northview's multi-family portfolio is comprised primarily of income producing multi-unit residential properties. Multi-family revenue for the year ended December 31, 2018, was \$320.3 million compared to \$287.4 million for 2017, an increase of 11%.

Multi-family Portfolio

As at December 31, 2018 and 2017, the geographic breakdown of the multi-family portfolio and related multi-family NOI % is as follows:

Location	Number of units		Multi-family NOI %	
	2018	2017	2018	2017
Ontario	9,489	8,335	34%	27%
Western Canada	7,632	7,426	27%	25%
Atlantic Canada	4,646	4,517	11%	13%
Northern Canada	2,450	2,427	22%	30%
Quebec	2,485	2,483	6%	5%
Total	26,702	25,188	100%	100%

MULTI-FAMILY PORTFOLIO SUMMARY

Location	Multi-family (units) ⁽¹⁾	Average monthly rent ⁽²⁾		Occupancy ⁽³⁾	
		2018	2017	2018	2017
Ontario					
Kitchener	1,534	1,092	1,006	97.2%	96.3%
London	1,994	869	809	96.2%	95.9%
Peterborough	850	1,157	1,087	96.3%	97.4%
Toronto	887	1,254	1,168	99.2%	99.0%
Sarnia	402	911	902	94.9%	95.9%
Oshawa	400	1,301	1,261	98.1%	97.6%
Hamilton	394	949	873	96.1%	96.2%
Guelph	430	1,034	990	99.9%	97.4%
Lindsay	270	1,080	1,044	98.8%	99.1%
Brockville	344	867	843	97.5%	99.0%
Mississauga	324	1,357	1,317	99.0%	97.9%
St. Catharines	207	924	871	76.2%	90.2%
Kanata	196	1,383	1,362	99.5%	98.5%
Waterloo	140	1,263	1,206	95.9%	97.6%
Cambridge	430	1,429	1,169	98.8%	99.5%
Ajax	96	1,421	1,391	98.9%	100.0%
Bowmanville	52	1,212	1,167	100.0%	96.1%
Niagara Falls	36	1,004	992	93.8%	96.8%
Brantford	284	1,043	993	96.7%	99.0%
Ottawa	113	985	945	94.8%	95.6%
Woodstock	106	1,395	-	93.8%	-
Total Ontario	9,489				

Western Canada					
Alberta					
Fort McMurray	867	1,228	1,324	75.4%	75.1%
Grande Prairie	828	1,157	1,018	90.7%	93.1%
Lloydminster	687	975	955	82.3%	76.6%
Lethbridge	573	950	906	95.1%	96.8%
Calgary	460	1,205	1,157	96.7%	90.6%
Slave Lake	247	1,111	1,128	93.8%	92.9%
Jasper	230	911	874	99.5%	99.5%
Bonnyville	164	1,073	1,061	88.5%	77.6%
St. Paul	134	902	977	76.1%	91.9%
Medicine Hat	92	850	804	96.0%	83.9%
Canmore ⁽⁴⁾	148	1,933	-	49.1%	-
Total Alberta	4,430				
British Columbia					
Nanaimo	764	964	927	96.8%	97.3%
Fort St. John	401	992	964	87.0%	86.3%
Dawson Creek	377	967	958	89.1%	71.8%
Abbotsford / Mission	370	839	802	99.6%	99.7%
Fort Nelson	266	623	648	32.3%	39.5%
Chetwynd	-	-	853	-	100.0%
Prince George	202	843	821	99.0%	97.8%
Panorama	88	310	315	100.0%	100.0%
Taylor	45	662	627	78.8%	81.7%
Saanichton	126	1,090	1,003	98.5%	96.5%
Total British Columbia	2,639				
Saskatchewan					
Saskatoon	240	755	778	95.3%	91.1%
Regina	323	1,228	1,292	92.2%	94.1%
Total Saskatchewan	563				
Total Western Canada	7,632				
Atlantic Canada					
Newfoundland					
St. John's	1,328	838	841	95.5%	94.0%
Gander	215	698	689	96.3%	97.4%
Labrador City	185	928	936	69.5%	65.5%
Total Newfoundland	1,728				

New Brunswick					
Moncton	1,180	761	752	97.7%	97.6%
Dieppe	269	827	795	98.8%	99.4%
Total New Brunswick	1,449				
Nova Scotia					
Dartmouth	1,195	710	684	97.1%	96.2%
Halifax	274	996	720	92.1%	96.2%
Total Nova Scotia	1,469				
Total Atlantic Canada	4,646				
Northern Canada					
Northwest Territories					
Yellowknife	1,051	1,712	1,677	92.3%	92.9%
Inuvik	258	1,578	1,550	96.3%	96.3%
Total Northwest Territories	1,309				
Nunavut					
Iqaluit	925	2,589	2,559	99.8%	99.6%
Nunavut Communities	216	2,701	2,627	99.3%	91.6%
Total Nunavut	1,141				
Total Northern Canada	2,450				
Quebec					
Montreal	2,324	776	745	91.5%	94.0%
Sept-Iles	161	715	697	95.6%	98.2%
Total Quebec	2,485				
Total	26,702				

⁽¹⁾ Multi-family units are as of December 31 each year.

⁽²⁾ Average monthly rent is as of December 31 each year.

⁽³⁾ Occupancy is for the fourth quarter each year.

⁽⁴⁾ During the fourth quarter of 2018, the multi-family property in Canmore was in lease up phase.

Commercial and Execusuites

Northview operates four execusuite properties: one in Yellowknife, NT; one in Iqaluit, NU; one in St. John's, NL; and a 50% joint venture in Inuvik, NT. Commercial properties are mainly leased to federal or territorial governments in Northern Canada and other commercial tenants under long term leases. Execusuites and commercial revenue for the year ended December 31, 2018 was \$43.7 million compared to \$43.6 million for 2017, an increase of 0.2%.

COMMERCIAL PORTFOLIO SUMMARY

Location	Commercial Sq. Ft. ⁽¹⁾		Average Rent per Sq. Ft. ⁽²⁾ (in actual dollars)	
	2018	2017	2018	2017
Ontario				
London, ON	22,000	20,000	16.55	16.69
Total Ontario	22,000	20,000	16.55	16.69
Western Canada				
Calgary, AB	34,000	34,000	13.17	13.17
Okotoks, AB	12,000	12,000	8.94	8.94
Medicine Hat, AB	7,000	7,000	7.95	7.27
Fort St. John, BC	50,000	50,000	14.42	14.36
Fort Nelson, BC	28,000	28,000	-	-
Dawson Creek, BC	8,000	8,000	-	7.38
Nanaimo, BC	6,000	-	14.22	-
Total Western Canada	145,000	139,000	13.09	12.76
Atlantic Canada				
St. John's, NL	226,000	226,000	19.09	18.93
Moncton & Dieppe, NB	18,000	11,000	15.34	14.07
Lower Sackville, NS	2,000	2,000	16.41	16.32
Total Atlantic Canada	246,000	239,000	18.85	18.05
Northern Canada				
Yellowknife, NT	433,000	433,000	21.46	21.16
Inuvik, NT	92,000	92,000	27.91	28.31
Iqaluit, NU	230,000	246,000	32.60	27.36
Total Northern Canada	755,000	771,000	25.45	23.92
Quebec				
Montreal, QC	4,000	3,000	16.25	15.70
Total Quebec	4,000	3,000	16.25	21.95
Total/Average	1,172,000	1,172,000	22.75	21.79

⁽¹⁾ Commercial square foot is as of December 31 each year.

⁽²⁾ Average rent per square foot is for the twelve months ended December 31

Commercial Lease Expiry Schedule

	% of Leases Expiring
2019	11%
2020	19%
2021	12%
2022	11%
2023	14%
Thereafter	33%
Total	100%

GROWTH STRATEGY

Northview balances distributions to Trust Unitholders with reinvestments in the business and sustainable future growth. Northview's growth strategy includes organic growth, acquisitions and development opportunities.

Value Creation Initiatives ("VCIs") program description

In addition to portfolio diversification, a key driver of the 2015 Transaction was Northview's enhanced ability to organically grow FFO in strong markets.

- (i) **High-end renovation program:** Management identified properties suitable for substantive renovations to increase rental rates. These renovations involve upgrades to the properties' common areas including high-end suite improvements with complete bathroom and kitchen renovations. The target for post renovation increase in rents is approximately \$200 to \$300 per month and a return of 15% to 20% on the additional capital invested.
- (ii) **Address below market rents:** At the time of the 2015 Transaction, AMRs in the portfolios acquired were on average \$32 below market rents. Management has converted these rents to market levels on turnover, with the completion of standard renovations.
- (iii) **Sub-metering program:** The sub-metering program in Ontario provides individual electricity meters for each suite, which allows tenants to pay their electricity bill directly. On tenant turnover, this reduces the utility costs to the landlord, which was estimated in 2015 as an average monthly savings of \$40 per suite. The current estimate for monthly savings is \$55 per suite which is reflected in progress since Q2 2017. Northview has not incurred costs related to the sub-metering program as the installation cost of sub-metering is incurred by the third-party energy providers.
- (iv) **Above guideline increases:** The significant capital that was invested in the assets prior to the 2015 Transaction has enabled Management to submit applications to the Ontario Landlord and Tenant Board to increase rents by more than the regulated annual increase.
- (v) **Property management internalization:** Northview has a history of successfully managing its properties directly. Effective the end of the first quarter of 2018, the management of all properties, that were previously third party managed, were internalized.

As of December 31, 2018, cumulative progress of annualized NOI increase from VCIs related to the 2015 Transaction reached \$10.5 million, or 73% of the initial five-year target of \$14.3 million set in 2015. The Cap Rate in Ontario has declined by approximately 110 bps from the 5.5% in place at the time of the transaction, which has increased the estimated value creation of \$191 million by approximately \$48 million.

Cumulative annualized NOI increase from VCIs related to the 2015 Transaction is expected to be approximately \$13 million in 2020. At the current Cap Rate of 4.4% in Ontario as of December 31, 2018, the estimated value creation from VCIs will be \$295 million in 2020, exceeding the initial five-year target of \$260 million set in 2015.

Acquisition opportunities

Northview invests in strong markets across the country where it has an established operations platform and market knowledge. Northview will pursue acquisition and development opportunities in its growth markets to capitalize on its operating efficiencies and market knowledge.

Northview has a strategic relationship with Starlight, which is controlled by a significant Unitholder who is also a Trustee of Northview. Starlight is active in multi-family acquisition and disposition transactions in Canada. As a result of the Unitholder relationship and board participation, Northview has demonstrated success to complete off-market acquisition transactions directly with Starlight and portfolio acquisitions coordinated by Starlight.

Since 2016, Northview has acquired a total of \$480.5 million of investment properties through this relationship, including \$238.2 million acquired directly from Starlight. Investment properties acquired directly from Starlight are related party transactions, subject to enhanced governance procedures including independent third party appraisals, extensive internal evaluation and due diligence, and approval by independent members of the Trustees.

Development opportunities

Development activity is focused in areas with high values for existing properties and long-term potential for high occupancy and rent increases. Northview develops properties in strong markets across the country including where it has an established operating platform and market knowledge. Northview's in-house development expertise provides an additional growth platform beyond acquisitions in tight markets such as Ontario and southern British Columbia. Northview's in-house expertise and diversified portfolio enable Northview to target developments in strong markets with planned yields of 100 to 200 bps higher than market Cap Rate contributing to net asset value growth.

In 2019, the pace of developments in our stronger markets is expected to accelerate as we continue the completion of the second phase of our Calgary, AB development and start new developments in Kitchener, ON and Nanaimo, BC. We continue to source land opportunities in growing areas of Canada that will allow us to continue to create net asset value growth for our Unitholders.

Projects under development as at December 31, 2018:

Property type	Location	Units	Sq. Ft	Expected Occupancy	Total Estimated Costs (millions of dollars)	Expected Stabilized Cap Rate
Multi-family	Calgary, AB	158	-	Q2 2019	30.0	6.0% to 6.5%
Total		158	-		30.0	

Projects completed during the year ended December 31, 2018:

Property type	Location	Units	Completion Date	Total Costs Incurred (millions of dollars)	Expected Stabilized Cap Rate
Multi-family	Regina, SK	132	Q1 2018	22.3	7.0% to 7.5%
Multi-family/Commercial	Iqaluit, NU	30	Q1 2018	9.4	9.0% to 9.5%
Multi-family	Canmore, AB	140	Q3 2018	27.9	7.0% to 7.5%
Total		302		59.6	

Capital deployment

In support of external growth, proceeds from the sale of non-core assets will be redeployed through developments and acquisitions in Northview's stronger markets, primarily in Ontario. Northview will continue to utilize its existing land investments for developments and recycle select investments in land to expand the in-house development program to Ontario.

In 2018, Management disposed of a non-core portfolio located in Chetwynd, BC and redeployed the proceeds in a portfolio acquisition in December 2018.

COMPETITIVE CONDITIONS

Management believes that while rising interest rates and increased costs of construction limit the supply of properties, the demand for properties is high which will contribute to continued strong demand for rental apartments across the country. The opportunity for over-building in Northern Canada is limited due to the barriers to entry other developers face in the region. The problems of constructing buildings on permafrost, the need to accumulate building materials during a short summer shipping season, transportation costs and risks, and high development costs limit the number of developers building in Northern Canada. In Atlantic Canada, Ontario, Québec, and Western Canada, there are lower barriers to entry due to a higher number of developers, and apartment owners competing for potential tenants.

Northview has competition for suitable real property investments with individuals, corporations and institutions (both Canadian and foreign) and other REITs which are presently seeking, or which may seek in the future, real property investments similar to those targeted by the Trust. A number of these investors may have greater financial resources than those of the Trust or operate in more flexible conditions. An increase in the activity of investment funds may increase competition for real property investments, thereby increasing purchase prices and reducing the yield on them.

OPERATING CYCLES

Northview's properties are subject to a seasonal operating cycle primarily due to higher expenses from increased energy consumption during the winter months. Operating costs as a percentage of rental revenue in 2018 ranged from 37.5% of rental revenue in generally the warmest month of the third quarter to 45.0% of rental revenue during coldest month of the first quarter.

EMPLOYEES

Northview employed an average of 871 employees during 2018 (2017 – 746 employees), and 950 employees as at December 31, 2018 (December 31, 2017 – 789 employees).

MATERIAL DEBT

The Declaration of Trust permits a maximum Debt to Gross Book Value of 70%. Northview's Debt to Gross Book Value, as defined in the Declaration of Trust and reported under IFRS fair values, is 53.8% at December 31, 2018, compared to 56.4% at December 31, 2017, excluding the 2019 Debentures (as defined under the heading "2019 Debentures and the Trust Indenture").

Debt to Gross Book Value	2018	2017
Cash and cash equivalents	(9,703)	(10,718)
Credit facilities	176,230	201,243
Mortgages payable	2,068,499	1,810,154
Debt	2,235,026	2,000,679
Investment properties	4,080,000	3,472,028
Property, plant and equipment	38,419	41,911
Assets held for sale	4,737	3,861
Accumulated depreciation	31,989	27,243
Gross Book Value	4,155,145	3,545,043
Debt to Gross Book Value	53.8%	56.4%

Northview's long-term target for Debt to Gross Book Value is 50% to 55%. Leverage reduction in the near to mid-term will be achieved through asset value increases driven by same door NOI growth, successful execution of the value creation initiatives, and fair value increases upon the completion of developments.

Northview manages liquidity and interest rate risk by managing mortgage maturities to ensure a relatively even amount of maturities in each year.

The following table summarizes certain aspects of Northview's mortgage maturities as at December 31, 2018:

Year	Principal Amount	Principal on Maturity	Total	% of Total	Weighted Average Interest Rate
2019	56,226	271,481	327,707	15.8%	3.75%
2020	51,079	187,290	238,369	11.5%	2.88%
2021	42,231	285,632	327,863	15.9%	3.69%
2022	36,454	111,973	148,427	7.2%	2.78%
2023	31,486	218,075	249,561	12.1%	3.24%
Thereafter	72,657	703,915	776,572	37.5%	3.04%
Total	290,133	1,778,366	2,068,499	100.0%	3.17%

The majority of the mortgages on Northview's investment properties are insured by Canada Mortgage and Housing Corporation ("CMHC"). Pursuant to standard mortgage terms, each mortgagee has a first position security interest in the specified property funded with mortgage proceeds. There are also some mortgagees with a second position security interest. In addition, certain investment properties are cross-securitized providing the lender with security rights to those properties.

As at December 31, 2018, the current weighted average interest rate on Northview's mortgage debt is 3.17%. Based on the current interest rates, interest on the renewal of outstanding mortgages will remain approximately the same. However, the total interest expense will increase when Northview up-finances maturing mortgages.

Credit facilities

The following table summarizes amounts drawn on Northview's credit facilities as at December 31, 2018 and 2017:

	2018	2017
Operating facilities	125,700	143,700
Construction financing	38,430	51,715
Land financing	12,100	5,828
Total	176,230	201,243

Operating facilities

(thousands of dollars)	Maturity Date	Credit Limit	Maximum borrowing capacity	2018 Amounts Drawn	2017 Amounts Drawn
\$23 million operating facility					
Interest at prime plus 0.75% or Banker's Acceptance plus 2.00%:	February 22, 2019	23,000	23,000	23,000	23,000
\$150 million operating facility					
Interest at prime plus 0.75% or Banker's Acceptance plus 2.00%:	May 12, 2019	150,000	142,892	102,700	111,700
\$30 million operating facility					
Interest at prime plus 1.15% or Banker's Acceptance plus 2.40%:	May 31, 2019	30,000	13,340	-	9,000
Total		203,000	179,232	125,700	143,700

- (i) At December 31, 2018, Northview had three operating facilities with total credit limits of \$203.0 million (December 31, 2017 – \$203.0 million). The maximum borrowing capacity at December 31, 2018, is \$179.2 million (December 31, 2017 – \$172.2 million). Specific investment properties with total fair value of \$443.4 million (December 31, 2017 - \$421.5 million) have been pledged as collateral security for the operating facility. Northview also has \$1.9 million (December 31, 2017 – \$5.3 million) in Letters of Credit ("LOC") outstanding as security for construction projects and mortgage holdbacks. The LOC reduces the amount available under the \$150.0 million operating facility.

The operating facilities enable Northview to negotiate property acquisitions on favourable terms, without the additional constraints and expenses associated with raising equity financing prior to an acquisition. Periodic equity financing subsequent to the acquisition of a property or properties is used, in whole or in part, to pay down the operating facilities.

No covenants have been provided by Northview to third party lenders or creditors which would enable them to restrict the regular payment of distributions by the Trust. Should Northview become in default of its mortgage obligations or covenants provided in support of the operating facilities, sufficient liquidity may not exist to enable the payment of monthly distributions.

- (ii) At December 31, 2018, Northview had three construction financing loans outstanding relating to the developments in Cambridge Bay, NU; Canmore, AB; and Calgary, AB. Interest rates range from prime plus 0.50% to 1.00% or Banker's Acceptance plus 1.85% to 2.00%. Maturity dates range from May 31, 2019, to October 23, 2020. Northview also has \$1.2 million (December 31, 2017 – nil) in LOC outstanding as security for construction projects.
- (iii) The land financing relates to land held for development and bears interest at prime plus 0.50% or Bankers' Acceptance plus 2.00%. Maturity dates range from May 31, 2019 to June 6, 2020. Financing is secured by five parcels of land held for development.

INVESTMENT RESTRICTIONS

The Declaration of Trust contains provisions which provide for certain restrictions on the investments that may be made by the Trust. The following is a summary of the provisions which provide for investment restrictions in the Declaration of Trust. The assets of the Trust may be invested only in accordance with the following restrictions:

- (a) notwithstanding anything herein to the contrary, the Trust shall not and shall not permit or cause any subsidiary of the Trust to make any investment, take any action or omit to take any action that would result in Units or special voting units of the Trust ("**Special Voting Units**") not being units of a "mutual fund trust" or a "REIT" within the meaning of the Tax Act, or that would result in Units or Special Voting Units being disqualified for investment by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans or registered education savings plans.

Subject to the foregoing overriding restriction:

- (b) the Trust may invest, directly or indirectly through the Limited Partnerships, and other subsidiaries, in interests (including fee ownership and leasehold interests) in income-producing real property
- (c) the Trust may invest in a joint venture arrangement only if:
 - (i) the arrangement is one pursuant to which the Trust holds an interest in real property jointly or in common with others ("**joint venturers**") either directly or through the ownership of securities of a corporation or other entity (a "**joint venture entity**") as co-owners and not as partners;
 - (ii) the Trust's interest in the joint venture arrangement is not subject to any restriction on transfer other than a right of first offer or right of first refusal, if any, in favour of the joint venturers;
 - (iii) the Trust has a right of first offer or right of first refusal to buy the interests of the other joint venturers; and
 - (iv) the joint venture arrangement provides an appropriate buy-sell mechanism to enable a joint venturer to purchase the other joint venturers' interests or to sell its interest;

provided that, notwithstanding the foregoing, the Trust may from time to time enter into any joint venture arrangement which does not comply with any of subparagraphs (ii), (iii) or (iv) above if the Trustees determine that the investment is desirable for the Trust and otherwise complies with Sections 4.1 and 4.2 of the Declaration of Trust;

- (d) the Trust shall not purchase, sell, market or trade in currency or interest rate futures contracts otherwise than for hedging purposes where, for the purposes hereof, the term "hedging" shall have the meaning ascribed thereto by National Instrument 81-102 - Mutual Funds adopted by the Canadian Securities Administrators, as amended from time to time;
- (e) except for temporary investments held in cash, deposits with a Canadian chartered bank or trust company registered under the laws of a province or of Canada, short-term government debt securities, receivables under instalment receipt agreements or money market instruments of, or guaranteed by, a Schedule I Canadian bank maturing within one year from the date of issue or except as permitted pursuant to paragraphs (b), (c), (d), (h), (i), (j), (k), (l), (m) and (n), the Trust shall not hold securities of another issuer unless either (i) such securities derive their value, directly or indirectly, principally from real property, or (ii) the principal business of the issuer of the securities is the ownership or operation, directly or indirectly, of real property (in each case as determined by the Trustees);
- (f) the Trust shall not invest in rights to or interests in mineral or other natural resources, including oil or gas, except as incidental to an investment in real property;

- (g) except for its investment in the Limited Partnerships and their general partners, the Trust shall not invest, directly or indirectly, in operating businesses unless such investment is incidental to a transaction (i) where revenue will be derived, directly or indirectly, principally from real property, or (ii) which principally involves the ownership, maintenance, improvement, leasing or management, directly or indirectly, of real property (in each case as determined by the Trustees);
- (h) the Trust shall not acquire interests in general partnerships or limited partnerships other than the Limited Partnerships, provided that the Trust may invest in a limited partnership if:
 - (i) the limited partnership is formed and operated solely for the purpose of acquiring, owning, maintaining, improving, leasing or managing a particular real property or properties or interests therein;
 - (ii) the Trust's interest in the limited partnership is not subject to any restriction on transfer other than a right of first offer or right of first refusal, if any, in favour of any other partner or any affiliate thereof;
 - (iii) the Trust has a right of first offer or right of first refusal to buy the interests of the other partners; and
 - (iv) the Trust has received a legal opinion to the effect that the investment (a) would not result in the Trust or any registered retirement savings plan, registered retirement income fund or deferred profit sharing plan being liable under the Tax Act to pay tax imposed as a result of holdings by the Trust of foreign property as defined in the Tax Act, (b) would not disqualify the Trust as a "mutual fund trust" or a "REIT" within the meaning of the Tax Act, and (c) would not result in the Trust losing any status under the Tax Act that is otherwise beneficial to the Trust and its Trust Unitholders,

provided that, notwithstanding the foregoing, the Trust may from time to time enter into any limited partnership arrangement which does not comply with any of subparagraphs (ii) or (iii) above if the Trustees determine that the investment is desirable for the Trust and otherwise complies with Sections 4.1 and 4.2 of the Declaration of Trust;

- (i) the Trust may invest in raw land for development or other development projects for the purpose of renovating or expanding existing facilities;
- (j) notwithstanding paragraphs (i) and (k), the Trust may invest in mortgages and mortgage bonds (including, with the consent of a majority of the Trustees, a participating or convertible mortgage) where: (a) the security therefor is income-producing real property which otherwise complies with Section 4.1 of the Declaration of Trust; (b) the mortgage has at least 1.2x debt service coverage; and (c) the aggregate value of the investments of the Trust in these mortgages, after giving effect to the proposed investment, will not exceed 20% of the Adjusted Unitholders' Equity (as defined in the Declaration of Trust);
- (k) notwithstanding paragraphs (i) and (j), the Trust may invest in mortgages if the Trust intends to use the acquisition of the mortgages as a method of acquiring control of an income-producing real property which would otherwise comply with Section 4.1 of the Declaration of Trust and provided the aggregate book value of the investments of the Trust in these mortgages, after giving effect to the proposed investment, will not exceed 20% of the Adjusted Unitholders' Equity;
- (l) the Trust shall not invest in or acquire securities of a Canadian REIT unless:
 - (i) the activities of the REIT are focused on acquiring, holding, maintaining, improving, leasing or managing primarily income-producing real properties; and
 - (ii) in the case of any proposed investment or acquisition which would result in the Trust owning beneficially more than 10% of the outstanding units of such REIT (the "**acquired trust**"), the investment is made for the purpose of subsequently effecting the merger or combination of the

operations and assets of the Trust and the acquired trust or for otherwise ensuring that the Trust will control the undertaking and operations of the acquired trust;

- (m) the Trust may invest an amount (which, in the case of an amount invested to acquire real property, is the purchase price less the amount of any indebtedness assumed or incurred by the Trust and secured by a mortgage on such property) up to 15% of the Adjusted Unitholders' Equity of the Trust in investments or transactions which do not comply with paragraphs (b), (c), (e), (i), (j) and (k) under Section 4.1 of the Declaration of Trust or paragraph (d) under Section 4.2 of the Declaration of Trust; and
- (n) in addition to and notwithstanding any of the above, the Trust may subscribe for and hold securities of any entity in accordance with any plan of arrangement to which the Trust is a party and which has been approved by a special resolution.

For the purpose of the foregoing guidelines (other than paragraph (b)), the assets, liabilities and transactions of a corporation or other entity wholly or partially owned by the Trust will be deemed to be those of the Trust on a proportionate consolidated basis. In addition, any references in the foregoing to investments in real property will be deemed to include an investment in a joint venture arrangement.

OPERATING POLICIES

The Declaration of Trust contains provisions which relate to how the Trust must conduct its operations and affairs. The Declaration of Trust provides that the operations and affairs of the Trust will be conducted in accordance with the following policies:

- (a)
 - (i) any written instrument creating an obligation which is or includes the granting by the Trust of a mortgage, or
 - (ii) to the extent the Trustees determine to be practicable and consistent with their fiduciary duty to act in the best interests of the Trust Unitholders, any written instrument which in the judgment of the Trustees is a material obligation;

must, in each case, contain a provision or be subject to an acknowledgement to the effect that the obligation being created is not personally binding upon, and that resort will not be had to, nor will recourse or satisfaction be sought from, the private property of any of the Trustees, Trust Unitholders, annuitants under a plan of which a Trust Unitholder acts as a trustee or carrier, or officers, employees or agents of the Trust, but that only property of the Trust or a specific portion thereof will be bound; the Trust, however, is not required, subject to having, in the opinion of the Trustees, used all reasonable efforts to comply with this requirement, to comply in respect of obligations assumed by the Trust upon the acquisition of real property;

- (b) the Trust will not lease or sublease to any person any real property, premises or space where that person and its affiliates would, after the contemplated lease or sublease, be leasing or subleasing real property, premises or space having a fair market value net of encumbrances in excess of 20% of the Adjusted Unitholders' Equity;
- (c) the limitation contained in paragraph (b) above will not apply to the renewal of a lease or sublease and will not apply where the lessee or sublessee is, or where the lease or sublease is guaranteed by:
 - (i) the Government of Canada, the Government of the United States, the Government of Greenland, any province or territory of Canada, any state of the United States, any municipality or city in Canada or the United States or Greenland, or any agency or crown corporation thereof;
 - (ii) any corporation or other entity any of the equity or debt securities of which are, or are guaranteed by, an issuer any of whose equity or debt securities are, rated "investment grade" by a recognized credit rating agency, in each case at the time the lease or sublease is entered into, or at the time other satisfactory leasing or pre-leasing arrangements (as determined by the Trustees in their discretion) were entered into; or

- (iii) a Canadian chartered bank or a trust company or insurance company registered or licensed federally or under the laws of a province of Canada;
- (d) in addition to the provisions of paragraph (i) under Section 4.1 of the Declaration of Trust, the Trust may engage in construction or development of real property in order to maintain its real properties in good repair or to enhance the income-producing potential of properties in which the Trust has an interest;
- (e) title to each real property must be held by and registered in the name of the Trust, the Trustees or a corporation or other entity which is a subsidiary, directly or indirectly, of the Trust or jointly-owned, directly or indirectly, by the Trust together with joint venturers, except where the applicable land tenure system will not provide fee simple title, in which case the Trust, the Trustees or a corporation or other entity which is a subsidiary, directly or indirectly, or jointly-owned, directly or indirectly, by the Trust with joint venturers shall hold an appropriate land lease under the applicable land tenure system;
- (f) the Trust will not incur or assume any indebtedness if, after the incurring or assuming of the indebtedness, the total indebtedness of the Trust would be more than 70% of the Gross Book Value. For the purposes of this subsection, the term “**indebtedness**” means (without duplication) on a consolidated basis:
 - (i) any obligation of the Trust for borrowed money;
 - (ii) any obligation of the Trust incurred in connection with the acquisition of property, assets or business, other than the amount of future income tax liability arising out of indirect acquisitions;
 - (iii) any obligation of the Trust issued or assumed as the deferred purchase price of property;
 - (iv) any capital lease obligation of the Trust; and
 - (v) any obligation of the type referred to in clauses (i) through (iv) above of another person, the payment of which the Trust has guaranteed or for which the Trust is responsible for or liable;

provided that (a) for the purposes of clauses (i) through (iv) above, an obligation (other than convertible debentures) will constitute indebtedness only to the extent that it would appear as a liability on the consolidated balance sheet of the Trust in accordance with GAAP; (b) obligations referred to in clauses (i) through (iii) above exclude trade accounts payable, distributions payable to Trust Unitholders and accrued liabilities arising in the ordinary course of business; and (c) convertible debentures will constitute indebtedness to the extent of the principal amount thereof outstanding;

- (g) the Trust shall not directly or indirectly guarantee any indebtedness or liabilities of any kind of a third party, except indebtedness assumed or incurred under a mortgage by a subsidiary of the Trust or other entity wholly-owned by the Trust or jointly-owned by the Trust with joint venturers and operated solely for the purpose of holding a particular property or properties where such mortgage, if granted by the Trust directly, would not cause the Trust to otherwise contravene the restrictions set out in Section 4.1 of the Declaration of Trust and, where such mortgage is granted by a joint venture entity, subject to a joint venturer being required to give up its interest in a property owned by the joint venture entity as a result of another joint venturer's failure to honour its proportionate share of the obligations relating to such property, the liability of the Trust is limited strictly to the proportion of the mortgage loan equal to the Trust's proportionate ownership interest in the joint venture entity. Notwithstanding the foregoing, the Trust may, in the discretion of the Trustees, guarantee the interest of an aboriginal joint venturer provided it is in the commercial interest of the Trust to do so in order to secure preferential lease or contractual terms. In addition, the Trust will not directly or indirectly guarantee any indebtedness or liabilities of any person if doing so (A) would result in the Trust or any registered retirement savings plan, registered retirement income fund or deferred profit sharing plan being liable under the Tax Act to pay tax imposed as a result of holdings by the Trust of foreign property as defined in the Tax Act, (B) would disqualify the Trust as a “mutual fund trust” or a “REIT” within the meaning of the Tax Act, or (C) would result in the Trust losing any status under the Tax Act that is otherwise beneficial to the Trust and its Trust Unitholders;

- (h) the Trust shall obtain and maintain at all times insurance coverage in respect of potential liabilities of the Trust and the accidental loss of value of the assets of the Trust from risks, in amounts, with such insurers, and on such terms as the Trustees consider appropriate, taking into account all relevant factors including the practices of owners of comparable properties; and
- (i) the Trust shall obtain a Phase I environmental audit of each real property to be acquired by it or by any of its subsidiaries, excluding any properties acquired in remote communities or single family dwellings and properties where there is no requirement to obtain a Phase I environmental audit in order to obtain CMHC financing for the real property and, if the Phase 1 environmental audit report recommends that further environmental audits be conducted, the Trust shall ensure that such further environmental audits are conducted by it or, in the case of a real property to be acquired by a subsidiary, by such subsidiary, in each case by an independent and experienced environmental consultant; and such audit, as a condition to any such acquisition, shall be satisfactory to the Trustees.

For the purpose of the foregoing policies, the assets, liabilities and transactions of a subsidiary of the Trust will be deemed to be those of the Trust on a proportionate consolidated basis. In addition, any references in the foregoing to investment in real property will be deemed to include an investment in a joint venture arrangement.

THE PARTNERSHIPS

GENERAL

The Trust owns the Limited Partnerships which are formed under the laws of the Province of Alberta and the Province of Ontario and governed by their respective limited partnership agreements (the “**Limited Partnership Agreements**”). The general partner of each of the Limited Partnerships is outlined under the heading “Corporate Structure of Northview”. The Limited Partnerships indirectly own all of the Properties. The business of the Limited Partnerships is to invest in properties and derive its revenues from sources such that interests in Limited Partnerships will at all time be “qualified REIT property” (as defined under the Tax Act). The Limited Partnerships can issue Class B LP Units (as defined below) and have, in all material respects, terms and conditions, including capital structure, consistent with the Limited Partnership Agreements for the Limited Partnerships, except as otherwise noted herein.

PARTNERSHIP UNITS

As at the date hereof each outstanding security (the class A limited partnership units (“**Class A LP Units**”) and the class B limited partnership units (“**Class B LP Units**”, and together with Class A LP Units, “**LP Units**”)) issued by each Limited Partnership has the same attributes, in all material respects, as the corresponding outstanding class of securities of each other Limited Partnership.

The Class B LP Units, in all material respects, are economically equivalent to the Units, pursuant to the Amended and Restated Exchange Agreement. Each Class B LP Unit is accompanied by Special Voting Units, entitling the holder to vote, either in person or by proxy, at the meeting of Trust Unitholders as if he or she had exchanged all Class B LP Units for Units. The Class B LP Units are exchangeable for Units (subject to customary anti-dilution adjustments) at any time at the option of their holder, unless the exchange would jeopardize the Trust’s status as a “mutual fund trust” under the Tax Act and subject to satisfaction of conditions set out therein.

Pursuant to the Declaration of Trust, each Class B LP Unit entitles the holder thereof to receive, upon a distribution by the Trust to Trust Unitholders, an amount equal to the distribution that such holder would have received if they were holding that number of Units for which the Class B LP Unit is exchangeable.

Except as required by law or the Limited Partnership Agreements and in certain specified circumstances in which the rights of a holder of Class B LP Units are affected, generally holders of Class B LP Units are not entitled to vote at any meeting of the holders of LP Units.

DECLARATION OF TRUST AND DESCRIPTION OF UNITS

The Trust was created pursuant to the Declaration of Trust dated January 2, 2002 and has been established for a term expiring on December 31, 2099. The Declaration of Trust was further amended and restated on May 5, 2016.

The following is a summary (which does not purport to be complete) of the material attributes and characteristics of the Units and Special Voting Units and certain provisions of the Declaration of Trust.

UNITS AND SPECIAL VOTING UNITS

The beneficial interests in the Trust are divided into interests in two classes as follows:

- (a) a class described and designated as **"Units"**, which are entitled to the rights and subject to the limitations, restrictions and conditions set out in the Declaration of Trust as summarized herein. An unlimited number of Units may be created and issued pursuant to the Declaration of Trust. Each Unit is entitled to one vote at any meeting of Trust Unitholders and holders of Special Voting Units (together with Trust Unitholders, **"Voting Trust Unitholders"**). Each Unit is transferable and represents an equal undivided beneficial interest in any distributions from the Trust, whether of net income, net realized capital gains or other amounts, and in any assets of the Trust (net of liabilities of the Trust) or any other net assets of the Trust in the event of termination or winding-up of the Trust; and
- (b) a class described and designated as **"Special Voting Units"**, which may be issued by the Trust, from time to time, to holders of record of securities which are ultimately exchangeable, exercisable or convertible into Units and shall be entitled to such number of votes at meetings of Voting Trust Unitholders as is equal to the number of Units into which the related securities are exchangeable, exercisable or convertible but shall not be entitled to any distributions from the Trust.

All Units have equal rights and privileges and are not subject to future calls or assessments. Except as set out under "Unit Redemption Right" below, the Units have no conversion, retraction, redemption or pre-emptive rights. Issued and outstanding Special Voting Units may be subdivided or consolidated from time to time by the Trustees without the approval of Voting Trust Unitholders.

The Units should not be viewed by potential investors as shares in the Trust. A Trust Unitholder has substantially all of the same protections, rights and remedies as a shareholder would have under the CBCA, except that Trust Unitholders will not have the statutory rights normally associated with ownership of shares of a CBCA corporation including, for example, "dissent rights" in respect of certain corporate transactions and fundamental changes, rights to submit shareholder proposals at shareholder meetings, or the right to bring "derivative" or "oppression" actions. The Trustees have powers, responsibilities and duties comparable to those of a board of directors of a corporation governed by the CBCA. The protections, rights and remedies available to a Trust Unitholder are contained in the Declaration of Trust.

No certificates will be issued for fractional Units and fractional Units will not entitle the holders thereof to vote. The Units are not "deposits" within the meaning of the *Canada Deposit Insurance Corporation Act* (Canada) and are not insured under the provisions of such act or any other legislation. Furthermore, the Trust is not a trust company and, accordingly, is not registered under any trust and loan company legislation as it does not carry on or intend to carry on the business of a trust company.

The Special Voting Units are subject to such other rights and limitations as may be determined by the Trustees at the time of issuance of any such Special Voting Units, provided that in no event will a Special Voting Unit entitle the holder to receive any distributions from the Trust. The Declaration of Trust provides that any Special Voting Units acquired by the Trust or an affiliate of the Trust will cease to represent an entitlement to vote at meetings of Trust Unitholders. The Special Voting Units issued to the holders of Class B LP Units may be transferred only under the same circumstances as the associated Class B LP Units, are evidenced only by the certificates representing such Class B LP Units and will be cancelled upon the exchange of Class B LP Units for Units of the Trust. Special Voting Units may be redeemed by the holder at any time for nominal consideration.

RIGHTS OF TRUST UNITHOLDERS

The rights of the Trust Unitholders as investors in Northview and the attributes of the Units are governed by the Declaration of Trust. Although the Declaration of Trust confers upon a Trust Unitholder many of the same protections, rights and remedies as an investor would have as a shareholder of a corporation governed by the ABCA, significant differences do exist.

The Declaration of Trust includes provisions intended to limit the liability of Trust Unitholders for liabilities and other obligations of Northview, although no statutory provisions historically confirmed the limited liability status of Trust Unitholders in a manner comparable to shareholders of an ABCA corporation. Certain provincial legislatures have passed legislation that provides for statutory limited liability for unitholders of public income trusts, including Northview, governed as a contractual matter by the laws of their jurisdictions. Certain of these statutes have not yet been judicially considered and it is possible that reliance on such statute by a Trust Unitholder could be successfully challenged on jurisdictional or other grounds.

Many of the provisions of the ABCA respecting the governance and management of a corporation have been incorporated in the Declaration of Trust. For example, Trust Unitholders are entitled to exercise voting rights in respect of their holdings of Units in a manner comparable to shareholders of an ABCA corporation and to elect Trustees and auditors. The Declaration of Trust also includes provisions modeled after comparable provisions of the ABCA dealing with the calling and holding of meetings of Trust Unitholders and Trustees, the quorum for and procedures at such meetings and the right of investors to participate in the decision-making process where certain fundamental actions are proposed to be undertaken. The matters in respect of which Trust Unitholder approval is required under the Declaration of Trust are generally less extensive than the rights conferred on the shareholders of an ABCA corporation, but effectively extend to certain fundamental actions that may be undertaken by Northview. These Trust Unitholder approval rights are supplemented by provisions of applicable securities laws that are generally applicable to issuers (whether corporations, trusts or other entities) that are “reporting issuers” or the equivalent or listed on the TSX (for example, approval requirements relating to related party or other transactions that are subject to Multilateral Instrument 61-101 - Protection of Minority Security Holders in Special Transactions). The Declaration of Trust includes provisions concerning Trustee independence, the composition of the committees including the audit committee and conflicts of interest, which, as applicable, are based on provisions of the ABCA and are supplemented by applicable securities laws.

Trust Unitholders do not have recourse to a dissent right under which shareholders of an ABCA corporation are entitled to receive the fair value of their shares where certain fundamental changes affecting the corporation are undertaken (such as an amalgamation, a continuance under the laws of another jurisdiction, the sale of all or substantially all of its property, a going private transaction or the addition, change or removal of provisions restricting (i) the business or businesses that the corporation can carry on, or (ii) the issue, transfer or ownership of shares). Trust Unitholders also do not have recourse to the statutory oppression remedy that is available to shareholders of an ABCA corporation where the corporation or its affiliates undertakes actions that are oppressive, unfairly prejudicial or disregarding the interests of the corporation’s security holders and other certain parties. For example, under the ABCA, shareholders of an ABCA corporation may, among other things, apply to a court to order the liquidation and dissolution of the corporation in those circumstances where there has been oppressive conduct. However, Trust Unitholders may only rely on the general provisions of the Declaration of Trust, which permits the winding up of Northview with the approval of a special resolution of the Trust Unitholders. Shareholders of an ABCA corporation may also apply to a court for the appointment of an inspector to investigate the manner in which the business of the corporation and its affiliates is being carried on where there is reason to believe that fraudulent, dishonest or oppressive conduct has occurred. The Declaration of Trust allows for the appointment of an inspector to investigate the Trustees’ performance of their responsibilities and duties, upon the request of holders of 25% of the outstanding Units, but this process would not be subject to court oversight or assure the other investigative procedures, rights and remedies available under the ABCA. The ABCA also permits shareholders to bring or intervene in derivative actions in the name of the corporation or any of its subsidiaries, with the leave of a court. The Declaration of Trust does not include a comparable right of the Trust Unitholders to commence or participate in legal proceedings with respect to Northview.

ISSUANCE OF UNITS

The Trust may issue new Units and Special Voting Units from time to time. In addition, new Units may be issued for cash through public offerings, through rights offerings to existing Trust Unitholders (i.e., in which Trust Unitholders receive rights to subscribe for new Units in proportion to their existing holdings of Units, which rights may be exercised or sold to other investors) or through private placements (i.e., offerings to specific investors which are not made generally available to the public or existing Trust Unitholders). In certain instances, the Trust may issue new Units (or Special Voting Units in conjunction with the issuance by the Limited Partnerships of securities exchangeable for Units) as consideration for the acquisition of new

properties or assets. The price or the value of the consideration for which Units may be issued will be determined by the Trustees, generally in making such determinations the Trustees may consult with investment dealers or brokers who may act as underwriters or agents in connection with offerings of Units. No new Units or Special Voting Units issued will provide the holder thereof with enhanced voting or other rights.

PURCHASE OF UNITS

The Trust may from time to time purchase Units in accordance with applicable securities legislation and the rules prescribed under applicable stock exchange or regulatory policies. Any such purchases may constitute an “issuer bid” under Canadian provincial securities legislation and must be conducted in accordance with the applicable requirements thereof. A Trust Unitholder will not have the right at any time to require the Trust to undertake such an “issuer bid” to purchase such Trust Unitholder’s Units.

UNIT REDEMPTION RIGHT

Units are redeemable at any time on demand by the holders. A Trust Unitholder who wishes to exercise the redemption right is required to complete and properly execute notice (the “**Redemption Notice**”) requiring Northview to redeem Units, in a form approved by the Trustees, and shall be sent to Northview’s head office or at any of the principal offices of the transfer agent at which it has agreed to act as registrar for Units.

Upon receipt by Northview of the Redemption Notice, the Trust Unitholder shall thereafter cease to have any rights with respect to the Units tendered for redemption (other than to receive the redemption payment therefore) including the right to receive any distributions thereon which are declared payable to the Trust Unitholders of record on a date which is subsequent to the day of receipt by Northview of such notice. Units shall be considered to be tendered for redemption on the date that Northview has, to the satisfaction of the Trustees, received the Redemption Notice and all other required documents or evidence.

Upon receipt of the Redemption Notice by Northview, the holder of the Units tendered for redemption shall be entitled to receive a price per Unit (the “**Redemption Price**”) equal to the lesser of:

- (a) 90% of the “market price” of the Units on the principal market on which the Units are quoted for trading during the 20 trading day period commencing immediately subsequent to the day on which the Units were surrendered to Northview for redemption (the “**Redemption Date**”); and
- (b) 100% of the “closing market price” on the principal market on which the Units are quoted for trading on the Redemption Date.

For the purposes of calculating the Redemption Price, “market price” shall be an amount equal to the weighted average of the closing price of the Units for each of the trading days on which there was a closing price; provided that if the applicable exchange or market does not provide a closing price, but only provides the highest and lowest prices of the Units traded on a particular day, the “market price” shall be an amount equal to the average of the highest and lowest prices for each of the trading days on which there was a trade; and provided further that if there was trading on the applicable exchange or market for fewer than five of the 20 trading days, the “market price” shall be the weighted average of the following prices established for each of the 20 trading days:

- (i) the weighted average of the last bid and last asking prices for the Units for each day on which there was no trading;
- (ii) the closing price of the Units for each day that there was trading if the exchange or market provides a closing price; and
- (iii) the weighted average of the highest and lowest prices of the Units for each day that there was trading if the market provides only the highest and lowest prices of Units traded on a particular day.

Where the holder of Units tendered for redemption is entitled to receive a price per Unit equal to 100% of the “closing market price” on the principal market on which the Units are quoted for trading on the Redemption Date, the “closing market price” shall be:

- (i) an amount equal to the closing price of the Units if there was a trade on the date and the exchange or market provides a closing price;
- (ii) an amount equal to the weighted average of the highest and lowest prices of Units if there was trading on the date and the exchange or other market provides only the highest and lowest trading prices of Units traded on a particular day; and
- (iii) the weighted average of the last bid and last asking prices of the Units if there was no trading on the date.

The aggregate Redemption Price payable by Northview in respect of any Units surrendered for redemption during any calendar month shall be satisfied by way of a cash payment no later than the last day of the calendar month following the month in which the 20 trading day period referred to above ended, provided that there is no entitlement for Trust Unitholders to receive cash upon the redemption of their Units if:

- (i) the total amount payable by Northview in respect of such Units and all other Units tendered for redemption in the same calendar month exceeds Canadian \$50,000, provided that the Trustees may, in their sole discretion, waive such limitation in respect of all Units tendered for redemption in any particular calendar month. Units tendered for redemption in any calendar month in which the total amount payable by Northview exceeds the monthly limit will be redeemed for cash and, subject to any applicable regulatory approvals, by a distribution in specie of securities on a pro rata basis;
- (ii) at the time the Units are tendered for redemption, the outstanding Units (or, as applicable, instalment receipts) are not listed on a stock exchange or traded or quoted on another market which the Trustees consider, in their sole discretion, provides representative fair market value prices for the Units (or, as applicable, instalment receipts); or
- (iii) the normal trading of the outstanding Units (or, as applicable, instalment receipts) is suspended or halted on any stock exchange on which the Units (or, as applicable, instalment receipts) are listed for trading or, if not so listed, on any market on which the Units (or, as applicable, instalment receipts) are quoted for trading, on the Redemption Date or for more than five trading days during the 20 trading day period commencing immediately after the Redemption Date.

If a Trust Unitholder is not entitled to receive cash upon the redemption of Units as a result of any one of the foregoing limitations, then the Redemption Price per Unit to which the Trust Unitholder is entitled shall be the fair market value thereof as determined by the Trustees and, subject to any applicable regulatory approvals, shall be paid out and satisfied by way of a distribution in specie consisting of such assets of Northview as the Trustees determine.

MEETINGS OF VOTING TRUST UNITHOLDERS

The Declaration of Trust provides that meetings of Voting Trust Unitholders must be called and held for the election or removal of Trustees, the appointment or removal of the auditors of the Trust, the approval of amendments to the Declaration of Trust (except as described below under the heading “Amendments to the Declaration of Trust”), the sale or transfer of the assets of the Trust as an entirety or substantially as an entirety (other than as part of an internal reorganization of the assets of the Trust as approved by the Trustees) and the termination of the Trust. Meetings of Voting Trust Unitholders will be called and held annually for the election of the Trustees and appointment of auditors of the Trust.

Certain amendments to the Declaration of Trust require the approval of two-thirds of the votes cast by Voting Trust Unitholders. See “Amendments to the Declaration of Trust” below.

A meeting of the Voting Trust Unitholders may be convened at any time and for any purpose by the Trustees and must be convened for the purposes set forth in the Declaration of Trust if requisitioned by the holders of not less than 5% of the Units and Special Voting Units then outstanding by a written requisition, except in certain circumstances. A requisition must state in reasonable detail the business proposed to be transacted at the meeting. Voting Trust Unitholders have the right to obtain

a list of Voting Trust Unitholders to the same extent and upon the same conditions as those which apply to shareholders of a corporation governed by the CBCA.

LIMITATION ON NON-RESIDENT OWNERSHIP

In order for the trust to maintain its status as a mutual fund trust under the Tax Act, the trust must not be established or maintained primarily for the benefit of Non-Residents (as defined in the Tax Act). Accordingly, the Declaration of Trust provides that at no time may Non-Residents be the beneficial owners of more than 49% of the Units and at no time may Non-Residents be the beneficial owners of any Special Voting Units. The Trustees may require declarations as to the jurisdictions in which beneficial owners of Units and Special Voting Units are resident.

If the Trustees become aware that the beneficial owners of 49% of the Units then outstanding are, or may be, Non-Residents or that such a situation is or may be imminent, the Trust's transfer agent shall make a public announcement thereof and shall not accept a subscription for Units from or issue or register a transfer of Units to a person unless the person provides a declaration that he or she is not a Non-Resident. If, notwithstanding the foregoing, the Trustees determine that more than 49% of the Units are held or beneficially owned by Non-Residents, the Trustees may send a notice to Non-Resident holders of Units, chosen in inverse order to the order of acquisition or registration or in such manner as the Trustees may consider equitable and practicable, requiring them to sell or redeem, within a specified period of not less than 60 days, all or a portion of their Units. If the Trust Unitholders receiving such notice have not sold or redeemed the specified number of Units or provided the Trustees with satisfactory evidence that they are not Non-Residents within such period, the Trust may, on behalf of such Trust Unitholders, sell or redeem such Units, and, in the interim, the Trustees shall suspend the voting and distribution rights attached to such Units. Upon such sale or redemption, the affected holders shall cease to be holders of the Units and their rights shall be limited to receiving the net proceeds of such sale.

Special Voting Units may not be owned by a Non-Resident. In the event that a holder of Special Voting Units becomes a Non-Resident, such a holder will be deemed to have exercised his or her right of redemption in accordance with the Declaration of Trust and such Special Voting Units will be immediately redeemed for a nominal consideration. The Trust annually confirms its level of Canadian ownership through its transfer agent.

AMENDMENTS

The Declaration of Trust may be amended or altered from time to time. Certain amendments (including termination of the Trust, all of the investment guidelines set out under the heading "Investment Restrictions" and the operating policies contained in subparagraphs (d), (f), (g), (h) and (i) under the heading "Operating Policies") require approval by at least two-thirds of the votes cast at a meeting of Voting Trust Unitholders called for such purpose. Other amendments to the Declaration of Trust and remaining operating policies require approval by a majority of the votes cast at a meeting of the Voting Trust Unitholders called for such purpose.

The following amendments require the approval of two-thirds of the votes cast by all Voting Trust Unitholders at a meeting:

- (a) an exchange, reclassification or cancellation of all or part of the Units or Special Voting Units;
- (b) the addition, change or removal of the rights, privileges, restrictions or conditions attached to the Units or Special Voting Units and, including, without limiting the generality of the foregoing:
 - (i) the removal or change of rights to distributions;
 - (ii) the addition or removal of or change to conversion privileges, options, voting, transfer or pre-emptive rights; or
 - (iii) the reduction or removal of a distribution preference or liquidation preference;
- (c) the creation of new rights or privileges attaching to certain of the Units or Special Voting Units; or
- (d) the constraint on the issue, transfer or ownership of Units or Special Voting Units or the change or removal of such constraint, except as otherwise provided.

The Trustees may, without the approval of the Voting Trust Unitholders, make certain amendments to the Declaration of Trust, including amendments:

- (a) aimed at ensuring continuing compliance with applicable laws, regulations, requirements or policies of any governmental authority having jurisdiction over (i) the Trustees or the Trust; (ii) the status of the Trust as a “mutual fund trust”, “unit trust” and a “registered investment” under the Tax Act; or (iii) the distribution of Units or Special Voting Units;
- (b) which, in the opinion of counsel to the Trustees, provide additional protection for the Voting Trust Unitholders;
- (c) to remove any conflicts or inconsistencies in the Declaration of Trust or to make minor corrections which are, in the opinion of the Trustees, necessary or desirable and not prejudicial to the Voting Trust Unitholders;
- (d) which, in the opinion of the Trustees, are necessary or desirable as a result of changes in taxation laws or accounting standards; and
- (e) for any purpose (except one in respect of which a vote is otherwise required) if the Trustees are of the opinion that the amendment is not prejudicial to Voting Trust Unitholders and is necessary or desirable.

TERM OF THE TRUST

The Trust has been established for a term ending on December 31, 2099. On a date selected by the Trustees which is not more than two years prior to the expiry of the term of the Trust, the Trustees are obligated to commence winding up the affairs of the Trust so that it will terminate on the expiration of the term. In addition, at any time prior to the expiry of the term of the Trust, the Voting Trust Unitholders may, by a resolution passed by at least two-thirds of the votes cast at a meeting of the Voting Trust Unitholders, require the Trustees to commence winding up the affairs of the Trust.

SALE OF SUBSTANTIALLY ALL ASSETS

Pursuant to the Declaration of Trust, termination of the Trust (other than on the expiry of its term) or the sale or transfer of the assets of the Trust as an entirety or substantially as an entirety (other than as part of an internal reorganization of the assets of the Trust as approved by the Trustees) requires approval by at least two-thirds of the votes cast at a meeting of the Voting Trust Unitholders.

TAKE-OVER BIDS

The Declaration of Trust contains provisions to the effect that if a take-over bid, as defined under the *Securities Act* (Alberta), is made for the Units and not less than 90% of the Units (including Units issuable upon the exchange of any securities exchangeable into Units but not including any Units held at the date of the take-over bid by or on behalf of the offeror or associates of the offeror) are taken up and paid for by the offeror, the offeror will be entitled to acquire the Units held by Trust Unitholders who did not accept the take-over bid on the terms offered by the offeror or, if consideration other than cash is offered, at the fair value of such Units determined in accordance with the procedures set out in the Declaration of Trust.

INFORMATION AND REPORTS

The Trust will furnish, in accordance with and subject to applicable securities laws, to Voting Trust Unitholders such consolidated financial statements of the Trust (including quarterly and annual consolidated financial statements) and other reports as are from time to time required by applicable law for the completion of Voting Trust Unitholders' tax returns under the Tax Act and equivalent provincial legislation.

Prior to each meeting of Voting Trust Unitholders, the Trustees will provide the Voting Trust Unitholders (along with notice of such meeting) all such information as is required by applicable law and the Declaration of Trust to be provided to such holders.

RECENT AMENDMENTS TO THE DECLARATION OF TRUST

Trust Unitholders approved at the annual general and special meeting of Trust Unitholders held on May 5, 2016, amendments to the Declaration of Trust to increase size so that the board of Trustees (the "Board of Trustees") can appoint an additional Trustee, to allow the Board of Trustees the ability to assist in the succession of the Board of Trustees chair (the "Chair"), given the retirement of the then-current Chair, Douglas Mitchell, in May, 2017. In addition, changes were approved to allow for electronic issuance of Units by using direct registration system and clerical changes to remove references to the stapled structure were approved. There have been no amendments to the Declaration of Trust since May 5, 2016.

DISTRIBUTION POLICY

The following outlines the distribution policy of the Trust as contained in the Declaration of Trust. The distribution policy may be amended only with the approval of a majority of the votes cast at a meeting of Voting Trust Unitholders.

GENERAL

The Trust intends to make cash distributions at levels which it believes to be sustainable long term. The Trust's long term target for annual FFO payout ratio is approximately 70%. Pursuant to the Declaration of Trust, the Trust is required to make distributions equal to its taxable income. The Trustees, in their absolute discretion may determine another amount, not less than the amount necessary to ensure that the Trust shall not be liable to pay income tax under Part I of the Tax Act for the preceding year. Distributions in respect of a month will be paid to Trust Unitholders of record as at the close of business on each Distribution Record Date (as defined in Appendix "A" attached hereto). The distribution for any month will be paid on or about the 15th day of the following month. In addition, the Declaration of Trust provides that, if necessary, on December 31 of each year, the Trust will distribute an additional amount such that the Trust will not be liable for ordinary income taxes for such year. There are no plans to change the Trust's distribution policy.

The general partners of each of the Limited Partnerships, outlined under the heading "Corporate Structure of Northview", make monthly cash distributions to holders of Class B LP Units by reference to the monthly cash distributions payable by the Trust to Trust Unitholders.

If the Trustees determine that the Trust does not have cash in an amount sufficient to make payment of the full amount of any distribution, the payment may include the issuance of additional Units having a value equal to the difference between the amount of such distribution and the amount of cash which has been determined by the Trustees to be available for the payment of such distribution. The value of each Unit so issued will be the Redemption Price thereof. Immediately after any such distribution of Units, the number of outstanding Units will be consolidated such that each Trust Unitholder will hold after the consolidation the same number of Units as the Trust Unitholder held before the distribution of additional Units.

Year	Monthly Distribution
2018	
January through December	\$0.1358
2017	
January through December	\$0.1358
2016	
January through December	\$0.1358

TAXATION OF DISTRIBUTIONS

The adjusted cost base of Units held by a Trust Unitholder generally will be reduced by the non-taxable portion of distributions made to the Trust Unitholder (other than the non-taxable portion of certain capital gains). The Trust Unitholder will generally realize a capital gain to the extent, if any, that the adjusted cost base of the Trust Unitholder's Units would otherwise be a negative amount, notwithstanding that the Trust Unitholder has not sold or otherwise disposed of any Units.

2019 DEBENTURES AND THE TRUST INDENTURE

In connection with the 2015 Transaction involving True North, Northview acquired \$23.0 million convertible unsecured subordinated debentures at par (the **"2019 Debentures"**). True North issued the 2019 Debentures pursuant to an indenture dated October 30, 2015, entered into with Equity Financial Trust Company (the **"Debenture Trustee"**), as supplemented from time to time (the **"Trust Indenture"**). The Trust Indenture governs the 2019 Debentures and any other debentures as may be issued thereunder from time to time (collectively, the **"Convertible Debentures"**). As at March 26, 2019, Northview has 2019 Debentures with a face value of \$11.4 million that are outstanding and may be converted into a total of 477,352 Units.

INTEREST

The 2019 Debentures bear interest at 5.75% per annum, payable semi-annually in arrears on June 30 and December 31 in each year.

Provided that no "Event of Default" (as defined in the Trust Indenture) has occurred and is continuing, and subject to applicable regulatory approvals, the Trust may elect, from time to time, to satisfy its obligation to pay interest on the Convertible Debentures on the date interest is payable under the Trust Indenture (each an "Interest Payment Date"), by issuing and delivering fully paid, non-assessable and freely-tradeable Units to the Debenture Trustee to be sold by the Debenture Trustee (the **"Unit Interest Payment Election"**). Upon such election, the Debenture Trustee has the power to, among other things, (a) accept delivery of Units from the Trust, (b) receive bids with respect to, and facilitate settlement of sales of, such Units, each as the Trust shall direct in its absolute discretion, (c) invest the proceeds of such sales in short-term debt obligations of, or guaranteed by, the Government of Canada (and other authorized investments), (d) deliver proceeds to each applicable holder of Convertible Debentures (the **"Debentureholder"**) sufficient to satisfy the Trust's interest payment obligations, and (e) perform any other action necessary or incidental thereto as directed by the Trust.

The amount to be received by a Debentureholder in respect of interest will not be affected by whether or not the Trust elects to use the Unit Interest Payment Election. Neither the Trust's making of the Unit Interest Payment Election nor the consummation of sales of Units in connection therewith will (a) result in the Debentureholders not being entitled to receive on the applicable Interest Payment Date cash in an aggregate amount equal to the interest payable on such Interest Payment Date, or (b) entitle such Debentureholders to receive any Units in satisfaction of the interest payable on the applicable Interest Payment Date.

CONVERSION PRIVILEGE

Each Convertible Debenture will be convertible at the applicable conversion price (subject to adjustment upon the occurrence of certain events in accordance with the Trust Indenture), into fully-paid, non-assessable Units at the option of the Debentureholder.

The 2019 Debentures are convertible into fully-paid, non-assessable Units at the option of the Debentureholder at any time prior to 5:00 p.m. (Toronto time) on the earlier of June 30, 2019 or, if called for redemption, on the Business Day immediately preceding the date specified by the Trust for redemption of the 2019 Debentures, at a conversion price of \$23.80 per Unit (the **"2019 Debentures Conversion Price"**), being a conversion rate of approximately 42.0 Units per \$1,000 principal amount of the 2019 Debentures. Notwithstanding the foregoing, no 2019 Debenture may be converted during the five Business Days preceding June 30 and December 31 in each year, as the register maintained by the Debenture Trustee will be closed during such periods.

Debentureholders converting their Convertible Debentures will be entitled to receive, in addition to the applicable number of Units, accrued and unpaid interest on such Convertible Debentures for the period from, and including, the last Interest Payment Date to and including the last record date set by the Trust, occurring prior to the date of conversion, for determining the holders of Units entitled to receive a distribution on the Units. In the event distributions have been suspended by the Trust or a public announcement has been made giving notice of the suspension of regular distributions to holders of Units prior to the applicable date of conversion, and such suspension is in effect on such date of conversion, such Debentureholder, in addition to the applicable number of Units to be received on conversion, will be entitled to receive accrued and unpaid interest for the period from, and including, the last Interest Payment Date prior to the date of conversion to and including the date of conversion.

REDEMPTION AND PURCHASE

The 2019 Debentures are not redeemable on or prior to June 30, 2017, except upon the satisfaction of certain conditions after the acquisition by any person, or group of persons acting jointly or in concert, of voting control or direction over an aggregate of 66 2/3% or more of the outstanding Units (on a fully-diluted basis) (a "Change of Control"). From June 30, 2017 and prior to June 30, 2018, the 2019 Debentures were redeemable, in whole at any time, or in part from time to time, at the option of the Trust at a redemption price equal to the principal amount thereof plus accrued and unpaid interest up to the date fixed for redemption, provided that the 2019 Debentures were redeemable prior to June 30, 2018 only if the "Current Market Price" (as defined in the Trust Indenture) on the date on which notice of redemption is given is not less than 125% of the 2019 Debentures Conversion Price.

The Trust has the right to purchase 2019 Debentures in the market, by tender or by private contract, at any price, subject to compliance with regulatory requirements; provided, however, that if an Event of Default has occurred and is continuing, the Trust will not have the right to purchase the 2019 Debentures by private contract.

PAYMENT UPON REDEMPTION OR MATURITY

On redemption or at the maturity date of any Convertible Debentures, the Trust will repay the indebtedness represented by such Convertible Debentures by paying to the Debenture Trustee an amount equal to the principal amount of such outstanding Convertible Debentures, together with accrued and unpaid interest thereon. The Trust may, at its option, subject to any required regulatory approvals, unless an Event of Default has occurred and is continuing, elect to satisfy its obligation to pay, in whole or in part, the principal amount of the Convertible Debentures which are to be redeemed or which have matured by issuing and delivering that number of fully paid, non-assessable and freely-tradeable Units to the Debentureholders obtained by dividing the principal amount of the Convertible Debentures being repaid by 95% of the Current Market Price on the date of redemption or maturity, as applicable. The Trust can also pay in cash 100% of the principal amount of such outstanding Convertible Debentures, together with accrued and unpaid interest thereon.

CANCELLATION

All Convertible Debentures converted, redeemed or purchased as aforesaid will be cancelled.

SUBORDINATION

The Convertible Debentures are direct obligations of the Trust and are not secured by any mortgage, pledge, hypothec or other charge. Each Convertible Debenture of the same series ranks *pari passu* with each other Convertible Debenture of the same series (regardless of their actual date or terms of issue) and, subject to statutory preferred exceptions, with all other present and future subordinated and unsecured indebtedness of the Trust, except for sinking fund provisions (if any) applicable to different series of Convertible Debenture or other similar types of obligations of the Trust. The Trust Indenture does not restrict the Trust from incurring additional indebtedness for borrowed money or from mortgaging, pledging or charging its real or personal property or properties to secure any indebtedness.

The payment of the principal of, and interest on, the Convertible Debentures is subordinated in right of payment to the prior payment in full of all "**Senior Indebtedness**" (as defined in the Trust Indenture). In the event of any dissolution, winding-up, liquidation, reorganization, bankruptcy, insolvency, receivership, creditor enforcement or realization or other similar proceedings relating to the Trust or any of its property or any other marshalling of the assets and liabilities of the Trust or any sale of all or substantially all of the assets of the Trust, all Senior Indebtedness will first be paid in full, or provision made for such payment, before any payment is made on account of the indebtedness, liabilities and obligations of the Trust under the Convertible Debentures (excluding the issuance of Units or other securities upon any conversion, redemption or at maturity). The Trust is prohibited from making any payment, and the Debentureholders are not entitled to demand, institute proceedings for the collection of, or receive any payment or benefit on account of indebtedness represented by the Convertible Debentures (a) in a manner inconsistent with the terms (as they exist on the date of issue) of the Convertible Debentures or (b) at any time when a default has occurred under the Senior Indebtedness and is continuing and which permits the holder of the Senior Indebtedness to demand payment or to accelerate the maturity thereof, and the notice of such default has been given by or on behalf of the holders of Senior Indebtedness to the Trust, unless the default has been cured or waived or the Senior Indebtedness has been repaid in full.

The Convertible Debentures are also effectively subordinated to claims of creditors of the Trust's subsidiaries, except to the extent the Trust is a creditor of such subsidiaries ranking at least equal with such other creditors.

PUT RIGHT UPON A CHANGE OF CONTROL

Upon the occurrence of a Change of Control, each holder of 2019 Debentures shall have the right (the **"Put Right"**) to require the Trust to purchase, on the date (the **"Put Date"**) which is not later than 30 days following the date upon which the Debenture Trustee provides notice of the Change of Control to such Debentureholders, all or any part of such holder's 2019 Debentures at a price equal to 101% of the principal amount thereof (the **"Put Price"**) plus accrued and unpaid interest up to, but excluding, the Put Date. If on the Put Date, 90% or more of the aggregate principal amount of the 2019 Debentures outstanding on the date the Trust provides notice of the Change of Control to the Debenture Trustee have been tendered for purchase pursuant to the Put Right, the Trust will have the right to redeem all the remaining 2019 Debentures on the Put Date at the Put Price, together with accrued and unpaid interest up to, but excluding, such date.

MODIFICATION

The rights of the Debentureholders may be modified in accordance with the terms of the Trust Indenture. For that purpose, the Trust Indenture contains, among others, certain provisions that will make binding on all Debentureholders resolutions passed at meetings of the Debentureholders by votes cast thereat by holders of not less than 66 2/3% of the principal amount of the then outstanding Convertible Debentures present at the meeting or represented by proxy, or rendered by instruments in writing signed by the holders of not less than 66 2/3% of the principal amount of the then outstanding Convertible Debentures. In certain cases, the modification will, instead or also, require assent by the holders of the required percentage of Convertible Debentures of each particularly affected series. The Debenture Trustee also has the right to make certain amendments to the Trust Indenture in its discretion, without the consent of the Debentureholders.

EVENTS OF DEFAULT

If an Event of Default has occurred and is continuing, the Debenture Trustee may, in its discretion, and shall, upon receipt of a request in writing signed by the holders of not less than 25% of the principal amount of the Convertible Debentures then outstanding, declare the principal of (and premium, if any) and accrued interest on all outstanding Convertible Debentures to be immediately due and payable to the Debenture Trustee. In certain cases, the holders of more than 66 2/3% of the principal amount of the Convertible Debentures (or applicable series thereof) then outstanding may, on behalf of all Debentureholders, waive any Event of Default and/or cancel any such declaration upon such terms and conditions as such holders shall prescribe.

OFFERS FOR CONVERTIBLE DEBENTURES

The Trust Indenture contains provisions to the effect that if an offer is made to acquire outstanding Convertible Debentures where, as of the date of the offer to acquire, the Convertible Debentures that are subject to the offer to acquire, together with the offeror's Convertible Debentures, constitute in the aggregate 20% or more of the outstanding principal amount of the Convertible Debentures, and, among other things, (i) within the time provided in the offer for its acceptance or within 45 days after the date the offer is made, whichever period is shorter, the offer is accepted by holders of Convertible Debentures representing at least 90% of the outstanding principal amount of the Convertible Debentures, other than Convertible Debentures beneficially owned, or over which control or direction is exercised, on the date of the offer by the offeror, any affiliate or associate of the offeror or any person acting jointly or in concert with the offeror; and (ii) the offeror is bound to take up and pay for, or has taken up and paid for the Convertible Debentures of the Debentureholders who accepted the offer, the offeror will be entitled to acquire, for the same consideration per Convertible Debenture payable under the offer, the Convertible Debentures held by Debentureholders who did not accept the offer.

LIMITATION ON NON-RESIDENT OWNERSHIP

The Trustees may require a registered holder of Convertible Debentures to provide the Trustees with a declaration as to the jurisdictions in which beneficial owners of the Convertible Debentures registered in the name of such Debentureholder are resident and as to whether such beneficial owners are Non-Residents (or in the case of a partnership, whether the partnership is a Non-Resident). If the Trustees become aware, as a result of acquiring such declarations as to beneficial ownership or as a result of any other investigations, that the beneficial owners of 49% of the Units (on a diluted basis assuming conversion

for Units of all outstanding Convertible Debentures) are, or may be, Non-Residents or that such a situation is imminent, the Trustees may make a public announcement thereof and the Debenture Trustee shall not accept a subscription for Convertible Debentures from or issue or register a transfer of Convertible Debentures (including the issuance of Units on conversion of Convertible Debentures) to a person or partnership unless the person or partnership, as the case may be, provides a declaration in form and content satisfactory to the Trustees that the person or partnership, as the case may be, is not a Non-Resident and does not hold such Convertible Debentures for the benefit of Non-Residents. If, notwithstanding the foregoing, the Trustees determine that more than 49% of the Units (on a diluted basis assuming conversion of all outstanding Convertible Debentures) would be held by Non-Residents, the Trustees may send a notice to such Non-Resident Debentureholders 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 such holders to sell their Convertible Debentures or a portion thereof within a specified period of not more than 30 days. If a Debentureholder receiving such notice has not sold the specified number of Convertible Debentures or provided the Trustees with satisfactory evidence that they are not Non-Residents within such period, the Trustees may on behalf of such Debentureholder sell such Convertible Debentures and, in the interim, shall suspend any voting, conversion and economic rights attached to such Convertible Debentures (other than the right to receive the net proceeds from the sale). Upon such sale, the affected Debentureholders shall cease to be holders of the relevant Convertible Debentures and their rights shall be limited to receiving the net proceeds of sale upon surrender of the certificates, if any, representing such Convertible Debentures. The Trustees will have no liability for the amount received provided that they act in good faith. The Trust may direct the Debenture Trustee to assist the Trustees with respect to any of the foregoing. Notwithstanding the foregoing, the Trustees may determine not to take any of the actions described above if the Trustees have been advised by legal counsel to the Trust that the failure to take any of such actions would not adversely impact the status of the Trust as a “mutual fund trust” for purposes of the Tax Act or, alternatively, may take such other action or actions as may be necessary to maintain the status of the Trust as a “mutual fund trust” for purposes of the Tax Act.

CONVERTIBLE DEBENTURE CERTIFICATES

The 2019 Debentures are represented in the form of one or more certificates registered in the name of CDS Clearing and Depository Services Inc. (“CDS”) or its nominee and held by, or on behalf of, CDS, as depository of the certificates (“**Global Convertible Debenture Certificates**”). Registration of ownership and transfers of Convertible Debentures represented by Global Convertible Debenture Certificates may be effected through the book-entry only system administered by CDS or its nominees (with respect to interests of participants of CDS) and on the records of participants of CDS (with respect to interests of persons other than participants of CDS). The ability of an owner of a beneficial interest in a Convertible Debenture represented by a Global Convertible Debenture Certificate to pledge such Convertible Debenture or otherwise take action with respect to such owner’s interest in such Convertible Debenture (other than through a CDS participant) may be limited due to the lack of a physical certificate.

DEFEASANCE

With respect to any series of Convertible Debentures, the Debenture Trustee is required to release the Trust from its obligations under the Trust Indenture, provided that, among other things, the Trust satisfies the Debenture Trustee that it has deposited, or caused to be deposited, funds or property sufficient for, among other things, the payment of (a) the expenses of the Debenture Trustee under the Trust Indenture and (b) all principal, premium (if any), interest and other amounts due or to become due in respect of such series of Convertible Debentures.

RISK FACTORS

There are certain risks inherent in an investment in the Units and in the activities of the Trust, including the following:

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, supply and demand for leased premises, competition from other available premises and various other factors.

The value of real property and any improvements thereto may also depend on the credit and financial stability of the tenants and upon the vacancy rates of the property portfolio. Northview’s income would be adversely affected by increased vacancies in Northview’s property portfolio. Northview’s income would be adversely affected if a significant number of tenants were to become unable to meet their obligations under their leases or if a significant amount of available space in its properties were

not able to be leased under economically favourable lease terms. Upon the expiry of any lease, there can be no assurance that the lease will be renewed, or the tenant be replaced. In certain cases, tenants also have the right to terminate the leases prior to the expiration of their term, upon certain conditions. The terms of any subsequent lease may be less favourable to Northview than the existing lease. In the event of default by a tenant, delays or limitations in enforcing rights as a lessor may be experienced and substantial costs in protecting Northview's investment may be incurred. Furthermore, at any time, a tenant of Northview's properties may seek the protection of bankruptcy, insolvency or similar laws that could result in the rejection and termination of such tenant's lease and cause a reduction in the cash flow available to Northview. Costs may be incurred improvements or repairs required by a new tenant. The failure to rent unleased space on a timely basis or at all would likely have an adverse effect on the financial condition of Northview.

Certain significant expenditures, including property taxes, utility 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 Northview is unable to meet mortgage payments on any property, losses could be sustained as a result of the mortgagee's exercise of its rights of foreclosure or sale.

Real property investments tend not to be liquid, with the degree of liquidity generally fluctuating in relation to demand for and the perceived desirability of such investments. If Northview were to be required to liquidate its real property investments, the proceeds to Northview might be significantly less than the aggregate carrying value.

Real property ownership of investment properties in Nunavut includes freehold interests, and long term leasehold interests. There are two forms of leasehold interests in Nunavut, land leases and equity land leases. Land leases have a fixed term with no automatic renewal clause. Equity land leases generally include an automatic renewal clause for periods ranging from 25 to 35 years. Northview could be subject to the risk that the land leases are not renewed by the Government of Nunavut, thus impairing Northview's ability to generate income from these properties. The majority of Northview's investment in real property in Nunavut is located in Iqaluit where the investment properties are either held via freehold interest or equity land leases.

GOVERNMENT LEGISLATION

Certain provinces and territories of Canada have enacted residential tenancy legislation which imposes, among other things, rent control guidelines that limit the Trust's ability to raise rental rates at the properties. Limits on the Trust's ability to raise rental rates at the properties may adversely affect the Trust's ability to increase income from the properties.

In addition to limiting the Trust's ability to raise rental rates, residential tenancy legislation in such provinces provides certain rights to tenants, while imposing obligations upon landlords. Residential tenancy legislation prescribes certain procedures which must be followed by a landlord in order to terminate a residential tenancy. As certain proceedings may need to be brought before the respective administrative body governing residential tenancies as appointed under a province's residential tenancy legislation, it may take several months or longer to terminate a residential lease, even where the tenant's rent is in arrears.

Further, residential tenancy legislation provides tenants with the right to bring certain claims to the respective administrative body seeking an order to, among other things, compel landlords to comply with health, safety, housing and maintenance standards. As a result, the Trust may, in the future, incur capital expenditures which may not be fully recoverable from tenants. Residential tenancy legislation may be subject to further regulations or may be amended, repealed or enforced, or new legislation may be enacted, in a manner which will materially adversely affect the ability of the Trust to maintain the historical level of earnings of the properties.

ENVIRONMENTAL MATTERS

As an owner of real property, Northview is subject to various federal, provincial, territorial and municipal laws and other requirements relating to environmental matters. Under such requirements, Northview could be liable for the costs of removal of certain hazardous substances (such as, asbestos) and remediation of certain hazardous substances (including spilled or otherwise released petroleum products). The failure to remove or remediate such substances, if any, could adversely affect Northview's ability to sell such real estate or to borrow using such real estate as collateral and could potentially result in Northview incurring expenses, including in connection with orders or claims against Northview. Northview is not aware of any material non-compliance with environmental requirements at any of the properties or otherwise affecting Northview or its

business. Northview is also not aware of any pending or threatened investigations or actions by environmental regulatory authorities in connection with any of its properties or otherwise affecting Northview or its business or any pending or threatened claims relating to environmental conditions at its properties or otherwise affecting Northview or its business. Northview has policies and procedures to review, monitor and manage environmental exposure.

Northview plans to make the necessary capital and operating expenditures to facilitate compliance with environmental laws and other requirements. Although there can be no assurances, Northview does not believe that costs relating to environmental matters will have a material adverse effect on Northview's business, financial condition or results of operations. Moreover, environmental laws and other requirements can change, and Northview may become subject to more stringent environmental laws and other requirements in the future, including those related to greenhouse gas emission reduction. Compliance with more stringent environmental laws and other requirements could have an adverse effect on Northview's business, financial condition or results of operation.

EXPOSURE TO THE NATURAL RESOURCE SECTOR

Multi-family operations in natural resource-based markets, primarily in Western Canada which represent approximately twenty percent of Northview's units, continue to face lower occupancy and lower AMRs. Improvements in these markets will occur when natural resource prices improve to levels where economic activity increases and results in higher demand for multi-family rentals. Continued pressure or weakness in the natural resource sector may have an adverse impact on Northview's financial performance. Northview mitigates this risk through a geographically diversified portfolio across Canada and investing in strong markets across the country where Northview has an established operations platform and market knowledge.

DEBT FINANCING

Northview has outstanding mortgage indebtedness of approximately \$2.0 billion and had drawn \$176.2 million of its credit facilities as at December 31, 2018. A portion of the cash flow generated by Northview's properties is required for principal and interest payments on such debt and there can be no assurance that Northview will continue to generate sufficient cash flow from operations to meet required payments.

The future development of Northview's business may require additional financing. There are no assurances that such financing will be available, or if available, available upon terms acceptable to the Northview. If sufficient capital is not available, Northview may not be able to pursue certain business opportunities, including growth opportunities, which could have a material adverse effect on the Northview's business, financial condition, prospects or results of operations.

Northview is subject to the risks associated with debt financing, including the risk that the existing mortgages secured by its properties will not be able to be refinanced or that the terms of such refinancing will not be as favourable as the terms of existing indebtedness. In order to minimize this risk, Northview will attempt to appropriately structure the timing of the renewal of significant tenant leases on the properties in relation to the time at which mortgage indebtedness on such properties becomes due for refinancing. The borrowing capacity of the operating facilities is based on the asset values and debt serviceability of the assets pledged. As such, weakness in financial performance of certain properties may have an adverse effect on debt serviceability and overall asset value thereby reducing the borrowing capacity.

CAPITAL REQUIREMENTS

Northview accesses the capital markets from time to time through the issuance of debt, equity or equity related securities. If Northview were unable to raise additional funds or renew existing maturing debt on favourable terms, then acquisition or development activities may be curtailed, asset sales accelerated, property specific financing, purchase and development agreements re-negotiated, and monthly cash distributions reduced or suspended. However, Northview anticipates accessing the capital markets on favourable terms due to its national diversified portfolio and high occupancy levels.

LIQUIDITY

Liquidity risk is the risk that Northview is not able to meet its financial obligations as they fall due or can do so only at excessive cost. Northview manages liquidity risk by managing mortgage and loan maturities. Cash flow projections are completed on a regular basis to ensure there will be adequate liquidity to maintain operating, capital, and investment activities in addition to

making monthly distributions to Trust Unitholders. The Trustees review the current financial results and the annual business plan in determining appropriate distribution levels.

Distributable Income may exceed actual cash available from time to time because of items such as principal repayments, tenant allowances, leasing commissions and capital expenditures and redemption of Units, if any. In order to accommodate such items, Northview may be required to use part of its debt capacity through an operating credit in expectation of refinancing long-term debt on its maturity or to reduce distributions.

INTEREST RATES

Interest rate risk is the risk that the value of future cash flows of a financial instrument will fluctuate as a result of changes in market interest rates. Northview is exposed to interest rate risk on mortgages payable and its credit facilities. Northview may not be able to continue to renew mortgage loans with interest rates that are lower than those currently in place. Northview utilizes both fixed and floating interest rate debt. Interest rate risk related to changing interest rates is limited primarily to the utilization of credit facilities in the short term and on mortgage refinancing in the medium to long term. Management mitigates interest rate risk by utilizing fixed rate mortgages, ensuring access to a number of sources of funding, and staggering mortgage maturities.

CREDIT RISK

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. Northview's credit risk primarily arises from the possibility that residents may not be able to fulfill their lease commitments. Loan receivables consist mainly of amounts due from commercial tenants. Given Northview's collection history and the nature of these tenants, credit risk is assessed as low. Accounts receivable consists mainly of resident receivables. Resident receivables are comprised of a large number of residents spread across the geographic areas in which Northview operates. There are no significant exposures to single residents with the exception of the Governments of Canada, Nunavut and the Northwest Territories, which lease a large number of residential units and commercial space in the Northwest Territories and Nunavut.

Northview mitigates credit risk through conducting thorough credit checks on prospective residents, requiring rental payments on the first of the month, obtaining security deposits approximating one month's rent from residents where legislation permits, and geographic diversification in its portfolio. Northview records an estimate of expected credit losses for receivables from past and current tenants as an allowance. The aging of current residents and resident receivables is net of allowance for doubtful accounts from current and past residents.

DEVELOPMENT AND CONSTRUCTION

Northview's development projects are subject to risks generally attributable to construction projects which include: (i) design risk, including delays involving zoning or other approvals from local authorities and improper building design; (ii) construction cost overruns; (iii) lease-up and rental achievement risk; (iv) funding risk and (v) health and safety concern.

Construction risk is the risk that development will not be completed by the expected turnover date and the costs will exceed budgeted amount. Northview minimizes its exposure these risks by entering into fixed price subcontracts when possible, management monitors construction costs by analyzing variances between actual and budgeted project costs, management approval of change orders, utilizing qualified in-house project managers and the use of a robust internal health and safety program.

Lease-up and rental achievement risk includes the risk that tenants will fail to occupy the completed project on a timely basis and (or) pay the forecast rents.

Funding risks includes Northview's ability to finance construction projects based on available funding using existing working capital, the operating line or construction financing.

ACQUISITION RISK

Acquisition risk is the risk that the actual performance of these acquisitions may be materially different from the assumptions made in purchasing the properties, which could have a material adverse effect on the Northview's business, financial condition, prospects or results of operations. Management mitigates this risk by performing a thorough analysis and financial modelling for investment review, due diligence procedures and acquiring properties in strong markets where it has an established operating platform and market knowledge. In addition, management completes post investment review and analysis to identify necessary changes to the acquisition process for future investment decisions.

MANAGEMENT OF GROWTH

Growth related risk is the risk of direct or indirect loss that may result from capacity constraints, inadequate or failed information technology, and pressure on internal systems and controls. Such risk is mitigated by having effective operational and financial controls in place including the continuous assessment and monitoring of systems and controls. Failure to manage growth could have a material adverse effect on the Northview's business, financial condition, prospects or results of operations.

CATASTROPHIC AND GENERAL UNINSURED LOSSES

A catastrophic loss includes the loss of or extreme damage to a property or portfolio of properties, loss of life, or disability that could have a material adverse effect on the Northview's business, financial condition, prospects, results of operations, or reputation. A significant injury, loss of life or damage to property could be a result of accidents incurred by employees, contractors, or residents due to unsafe work environment, properties, lack of appropriate safety precautions, or natural disasters, beyond the control of Northview, such as fire, flood, or earthquakes. Northview will continue to prevent and mitigate the impact of catastrophic loss of life or property by continuing to provide safe work sites for employees and contractors and providing safe living areas for residents by adhering to Northview's occupational health and safety standards. Northview will mitigate the financial impact of potential losses by maintaining an adequate and cost-effective insurance program for the operation of Northview's business.

Northview carries comprehensive general liability, fire, flood, extended coverage and rental loss 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 wars or environmental contamination, which are either uninsurable or not insurable on an economically viable basis. Northview has insurance for earthquake risks, subject to certain policy limits, deductibles and self-insurance arrangements, and will continue to carry such insurance if it is economical to do so. Should an uninsured or underinsured loss occur, Northview could lose its investment in, and anticipated profits and cash flows from, one or more of its properties, but Northview would continue to be obliged to repay any recourse mortgage indebtedness on such properties.

CYBERSECURITY

Cybersecurity risk is the risk of exposure to cybersecurity threats. Cyber attacks are increasingly common and sophisticated leading to unauthorized access and fraudulent activities threatening the confidentiality, integrity or availability of Northview's information resources. Cyber attacks could cause disruption of operations, data corruption or theft of confidential information. Consequences of cyber security risk may include remediation costs, additional regulatory scrutiny, litigation, and reputational damage. Northview has implemented security procedures and measures in order to protect its systems and information from being vulnerable to cyber attacks. Northview also continually monitors its systems for malicious threats and adapts accordingly in an effort to ensure it maintains high privacy and security standards.

UTILITY COST

Utility cost risk is the potential financial loss Northview may experience as a result of higher resource prices or lack of supply. Northview is exposed to utility cost risk from the fluctuation in retail prices for fuel oil, natural gas, and electricity, the primary utilities used to heat its properties. The exposure to utility cost risk is restricted primarily to the multi-family rental and executives and hotel portfolios. The leases in the commercial portfolio generally provide for recovery of operating costs from tenants, including utilities. Due to the northern locations of a significant portion of Northview's portfolio, the exposure to utility price fluctuations is more pronounced in the first and last fiscal quarters of the year. Northview manages its exposure to utility

risk through a number of preventative measures, including retrofitting properties with energy efficient appliances, fixtures, and windows. Northview utilizes hedges or forward contracts to manage exposure to utility cost risk.

Heating oil and wooden pellets is the primary source of fuel for heating properties located in Nunavut and Yellowknife, NT.

Natural gas is the main source of fuel for heating properties located in Alberta, parts of British Columbia, New Brunswick, Nova Scotia, Ontario, Quebec, Saskatchewan, and Inuvik, NT. Natural gas prices in Alberta, British Columbia, and Ontario are not subject to regulated price control. Northview used fixed price hedges to manage the exposure to the utility cost risk in the following regions; Ontario, Quebec, and Alberta.

Electricity is the primary source for heating properties located in Newfoundland and Labrador, as well as parts of British Columbia. In Newfoundland and Labrador and British Columbia, electricity is purchased from the provincially regulated utilities and is directly paid by the residents for a significant portion of Northview's multi-family rental units. As a result, there is no significant risk to Northview regarding the price of electricity in Newfoundland and Labrador and British Columbia.

PROPERTY TAX

Property tax risk is the risk of increase property tax expense as a result of re-evaluations of properties by municipalities and the tax rates applied to the valuations. Northview, in conjunction with outside consultants, regularly reviews these re-evaluations and appeals where warranted.

RELIANCE ON KEY PERSONNEL

Management depends on the services of certain key personnel, including the Trustees and executive officers of the Trust. The loss of the services of key personnel could have an adverse effect on Northview. Northview mitigates this risk through succession planning.

POTENTIAL CONFLICTS OF INTEREST

Northview may be subject to various conflicts of interest because certain subsidiaries, affiliates, and their respective directors, officers and associates, as well as the Trustees and Management, are engaged in a wide range of real estate and other business activities. Northview may become involved in transactions which conflict with the interests of the foregoing. Certain members of Management of Northview have entered into non-competition agreements which address certain of these conflicts of interest.

The Trustees, Management and their associates or affiliates may from time to time deal with persons, firms, institutions or corporations with which Northview may be dealing, or which may be seeking investments similar to those desired by Northview. The interests of these persons could conflict with those of Northview. In addition, from time to time, these persons may be competing with Northview for available investment opportunities.

The Declaration of Trust contains "conflicts of interest" provisions requiring Trustees to disclose material interests in material contracts and transactions and refrain from voting.

At the date hereof, Daniel Drimmer (together with his affiliates), President and Chief Executive Officer of Starlight, holds an approximate 13.3% effective interest in the Trust through ownership of, or the control or direction over, Units and Class B LP Units. Mr. Drimmer has the ability to exercise influence with respect to the affairs of the Trust and significantly affect the outcome of Trust Unitholder votes and also may have the ability to effectively prevent certain fundamental transactions. Mr. Drimmer's significant effective interest may discourage transactions involving a change of control of the Trust, including transactions in which an investor might otherwise receive a premium for its Units over the then current market price. Starlight's continuing businesses may lead to conflicts of interest between Starlight and the Trust. The Trust may not be able to resolve any such conflicts, and, even if it does, the resolution may be less favourable to the Trust than if it were dealing with a party that was not an affiliate of a significant Trust Unitholder. Agreements entered into by the Trust with Starlight may be amended upon agreement between the parties, subject to applicable laws and compliance with the Declaration of Trust. The Trust may not have the leverage to negotiate any required amendments to these agreements on terms as favourable to the Trust as those the Trust would negotiate with a party that was not an affiliate of a significant Trust Unitholder.

Since 2017, the Trust has purchased nine real properties through its relationship with Starlight and may continue to do so. Acquisitions include the purchase of properties previously owned by and identified by Starlight. Starlight may offer to sell the Trust further multi-residential properties in which it has an ownership interest or through brokered transactions.

To define this relationship, Northview entered into a Transactional Fee Agreement on February 27, 2019 whereby Starlight LP provides certain advisory services relating to the identification of multi-unit residential properties for acquisition. Should Starlight LP terminate the Transactional Fee Agreement there can be no assurance that the Trust will be able to access such opportunities and acquire additional properties or do so on terms favourable to the Trust. See a full description of the Transactional Fee Agreement under the heading “*Material Contracts*”.

Should Starlight terminate the Transactional Fee Agreement within the agreement term of three years, the Trust may be required to engage the services of an external asset manager or ensure adequate internal resources and infrastructure for properties located in Ontario, Québec, Nova Scotia, and New Brunswick. The Trust may be unable to engage an asset manager on acceptable terms or ensure the adequacy of internal resources and infrastructure within the term of three years, in which case the Trust's operations and cash available for distribution may be adversely affected.

Starlight previously provided certain asset management services relating to the portfolios acquired in the 2015 Transaction as per the terms of the Transitional Services Agreement, which was terminated on October 30, 2018. See a full description under the heading “*Material Contracts*”.

UNPREDICTABILITY AND VOLATILITY OF UNIT PRICES

The market price of the Units could be subject to significant fluctuations in response to variations in quarterly operating results, material events with respect to Northview's business and operations, and other factors. In addition, industry specific and global market factors may adversely affect the market price of the Units regardless of Northview's operating performance. There can be no assurance that the price of the Units will remain at current levels.

DILUTION

The Trust is authorized to issue an unlimited number of Units, and any issuance of additional Units has a dilutive effect on the voting rights and per unit earnings attributable to Trust Unitholders.

Northview may sell additional equity securities in subsequent offerings (including the sale of securities convertible into Units) to finance its operations or growth. Northview cannot predict the size of future sales and issuances of equity securities or the effect, if any, that future sales and issuances of equity securities will have on the market price of the Units. Sales or issuances of a substantial number of equity securities or the perception that such sales could occur, could have a material adverse effect on the prevailing market prices for the Units.

TRUST UNITHOLDER LIABILITY

Recourse for any liability of the Trust is intended to be limited to the assets of the Trust. The Declaration of Trust provides that no Trust Unitholder or annuitant under a plan of which a Trust Unitholder acts as trustee or carrier (an “annuitant”) will be held to have any personal liability as such, and that no resort shall be had to the private property of any Trust Unitholder or annuitant for satisfaction of any obligation or claim arising out of or in connection with any contract or obligation of the Trust or of the Trustees.

The Trustees intend to cause the Trust'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 material written contract or commitment of the Trust contain an express disavowal of liability against the Trust Unitholders.

In conducting its affairs, the Trust owns and will be acquiring real property investments, subject to existing contractual obligations, including obligations under mortgages and leases. The Trustees will use all reasonable efforts to have any such obligations under mortgages on the properties and other acquired properties, and material contracts, other than leases, modified so as not to have such obligations binding upon any of the Trust Unitholders or annuitants personally. However, the Trust may not be able to obtain such modification in all cases. To the extent that claims are not satisfied by the Trust, there is a risk that a Trust Unitholder or annuitant will be held personally liable for obligations of the Trust where the liability is not disavowed as described above.

RESTRICTION ON REDEMPTION

Trust Unitholders are entitled to have their Units redeemed at any time on demand (the “**Redemption Time**”).

The entitlement of Trust Unitholders of the Trust to receive cash upon the redemption of their Units at a Redemption Time is subject to the limitations that: (i) the total amount payable by the Trust in respect of such Units and all other Units tendered for redemption in the same calendar month shall not exceed \$50,000 (provided that such limitations may be waived at the discretion of the Trustees); (ii) at the time such Units are tendered for redemption, the outstanding Units shall be listed for trading on a stock exchange or traded or quoted on another market which the Trustees consider, in their sole discretion, provides representative fair market value prices for the Units; and (iii) the normal trading of Units is not suspended or halted on any stock exchange on which the Units are listed (or, if not listed on a stock exchange, on any market on which the Units are quoted for trading) on the Redemption Date or for more than five trading days during the 20-day trading period commencing immediately after the Redemption Date.

INCOME TAX RELATED RISK

The Trust currently qualifies as a mutual fund trust and a REIT for Canadian federal income tax purposes. The Trust expects to distribute all of its taxable income to Trust Unitholders annually and therefore generally not to be subject to Canadian federal income tax. In order to maintain the Trust’s current status as a mutual fund trust and a REIT, the Trust is required to comply with specific restrictions regarding its activities and investments. If the Trust were to cease to qualify as a mutual fund trust or a REIT for Canadian federal income tax purposes, the consequences could be material and adverse.

No assurance can be given that the provisions of the Tax Act regarding mutual fund trusts and REITs will not be changed in a manner that adversely affects the Trust and its Trust Unitholders.

MANAGEMENT’S DISCUSSION AND ANALYSIS

Reference is made to “Management’s Discussion and Analysis of Financial Results 2018” and the Consolidated Financial Statements and Notes of Northview as at and for the financial year ended December 31, 2018, which are available on SEDAR at www.sedar.com.

SELECTED CONSOLIDATED FINANCIAL INFORMATION FOR NORTHVIEW

(thousands of dollars, except units, sq. ft. and per unit amounts)	2018	2017	2016
Financial measurements			
Total revenue	363,968	330,999	326,939
Total NOI	212,126	189,264	181,583
NOI margin	58.3%	57.2%	55.5%
Same door NOI increase (decrease) ⁽²⁾	4.5%	4.3%	(5.9%)
Cash flow from operating activities	139,073	91,411	97,710
Distributions declared to Trust and Class B LP Unitholders – basic	99,772	91,156	86,541
Distributions declared to Trust and Class B LP Unitholders – diluted	100,836	92,838	88,403
Distributions declared per Unit – basic and diluted	\$1.63	\$1.63	\$1.63
Net and comprehensive income	289,629	212,367	73,529
Net and comprehensive income per unit – basic	\$4.76	\$3.80	\$1.39
Net and comprehensive income per unit – diluted ⁽³⁾	\$4.67	\$3.72	\$1.36

Measurement excluding Non-recurring Items⁽¹⁾:			
FFO – diluted ⁽²⁾	130,660	118,597	115,331
FFO per unit – diluted ⁽²⁾⁽³⁾	\$2.11	\$2.08	\$2.14
AFFO – diluted ⁽²⁾	105,373	96,481	n/a
AFFO per unit – diluted ⁽²⁾⁽⁴⁾	\$1.70	\$1.69	n/a
Financial measurements:			
Total assets	4,177,368	3,573,416	3,185,672
Total liabilities	2,536,722	2,259,417	2,032,452
Total non-current liabilities	1,913,159	1,815,672	1,708,411
Mortgages payable	2,028,666	1,786,156	1,661,532
Weighted average mortgage interest rate	3.17%	3.20%	3.23%
Weighted average term to maturity (years)	4.8	4.6	5.0
Weighted average capitalization rate	5.92%	6.24%	6.67%
Weighted average number of units outstanding – basic (000's)	60,841	55,905	52,810
Weighted average number of units outstanding – diluted (000's)	61,973	57,131	53,962
Operational measurements:			
Occupancy	93.5%	92.4%	90.7%
Number of multi-family units	26,702	25,188	24,094
Number of execusuites units	344	344	419
Commercial sq. ft.	1,172,000	1,172,000	1,135,000
Leverage measurements:			
(measurements including Non-recurring Items)			
Debt to gross book value (excluding convertible debentures)	53.8%	56.4%	57.5%
Interest coverage ratio (times)	2.96	3.05	2.98
Debt service coverage ratio (times)	1.64	1.63	1.70

⁽¹⁾ Refer to "Appendix A" of this AIF for definitions of Non-recurring items, non-GAAP and additional GAAP measures

⁽²⁾ Same door NOI, FFO, FFO per unit, Adjusted Funds from Operations ("AFFO"), and AFFO per unit are not defined by GAAP. They do not have any standardized meaning prescribed by GAAP and are therefore unlikely to be comparable to similar measures presented by other issuers. Refer to Appendix A – Glossary of Terms for Non-GAAP Measures.

⁽³⁾ The calculation of weighted average number of units outstanding for net and comprehensive income per unit – diluted and FFO per unit – diluted includes the convertible debentures for the years ended December 31, 2018, 2017, and 2016, because convertible debentures are dilutive.

⁽⁴⁾ AFFO is a disclosure implemented by Northview in the third quarter of 2017. The calculation of weighted average number of units outstanding for AFFO per unit – diluted includes the convertible debentures for the years ended December 31, 2018 and 2017, because convertible debentures are dilutive.

MARKET FOR SECURITIES

Units became listed and posted for trading on the TSX on May 30, 2002. Prior to the end of December 31, 2010, the Units were listed on the TSX under the symbol “NPR.UN”. Subsequent to the completion of the 2014 Transaction, the Stapled Units that were composed of Units and NorSerCo Common Shares were listed and posted for trading on the TSX on January 6, 2011 in substitution of the Units, under the previous trading symbol for the Units, namely “NPR.UN”.

Upon the dissolution of NorSerCo on February 1, 2014, the NorSerCo Common Shares were delisted (the NorSerCo Common Shares historically only traded as part of a Stapled Unit) from the TSX, and the Units were listed and posted for trading on the TSX under the symbol “NPR.UN” in substitution for the Stapled Units.

Upon completion of the 2015 Transaction, NPR changed its name to “Northview Apartment Real Estate Investment Trust”. On November 5, 2015, Northview units began trading on the TSX under the symbol “NVU.UN”.

TRADING PRICE AND VOLUME

The following table lists the volume of trading and high, low and closing prices on the TSX for the Units under the trading symbol “NVU.UN” on a monthly basis for the most recently completed financial year ended December 31, 2018.

Month Ended	Volume	High	Low	Close
January 2018	6,946,240	25.40	23.90	24.84
February 2018	4,540,608	24.91	22.87	24.84
March 2018	4,875,268	26.09	24.84	25.80
April 2018	3,807,877	26.24	24.61	25.51
May 2018	3,632,651	27.88	25.22	27.38
June 2018	7,586,995	27.56	25.72	26.28
July 2018	4,923,163	27.33	26.06	26.41
August 2018	4,345,623	26.68	25.26	25.36
September 2018	5,489,909	26.71	25.02	25.64
October 2018	4,980,277	25.98	24.45	25.31
November 2018	4,056,305	26.49	25.15	26.36
December 2018	5,002,229	26.55	23.93	24.48

The following table lists the volume of trading and high, low and closing prices on the TSX for the outstanding 2019 Debentures under the trading symbol “NVU.DB” on a monthly basis for the most recently completed financial year ended December 31, 2018.

Month Ended	Volume	High	Low	Close
January 2018	90,000	108.25	106.75	107.50
February 2018	54,000	107.00	102.50	106.00
March 2018	468,000	109.50	106.50	107.00
April 2018	430,000	109.50	106.99	107.00
May 2018	1,208,000	115.75	103.50	115.00
June 2018	583,000	115.00	108.00	110.50
July 2018	322,000	113.00	110.00	110.00
August 2018	48,000	110.00	105.05	110.00
September 2018	82,000	110.00	106.00	108.00
October 2018	130,000	108.00	104.00	108.00
November 2018	475,000	110.00	107.00	110.00
December 2018	276,000	108.00	103.00	103.00

TRANSFER AGENT AND REGISTRAR

The transfer agent and registrar for the Units is Computershare Trust Company of Canada at its principal offices in Calgary, Alberta.

TRUSTEES AND OFFICERS

GENERAL

The overall operations and affairs of the Trust are subject to the control of the Trustees. Among other duties, Management is responsible for preparing and updating strategic plans and business plans, managing the portfolio of properties, providing the Trustees with information and advice relating to acquisitions, dispositions and financing, maintaining the books and financial records of the Trust, preparing reports and other information required to be sent to Trust Unitholders and other disclosure materials, calculating and determining all allocations, designations, elections and determinations to be made in connection with the income and capital gains of the Trust for tax and accounting purposes, preparing all documentation relating to meetings of Voting Trust Unitholders, and completing or supervising the completion of transactions.

THE TRUSTEES

The Declaration of Trust provides that the assets and operations of the Trust are subject to the control and authority of a minimum of three Trustees and a maximum of ten Trustees. At the special meeting of Trust Unitholders on May 5, 2016, the Voting Trust Unitholders approved the designation of ten Trustees from nine Trustees. The number of Trustees may be changed by the Voting Trust Unitholders or, if authorized by the Voting Trust Unitholders, by the Trustees, provided that the Trustees may not, between meetings of Voting Trust Unitholders appoint an additional Trustee if, after such appointment, the total number of Trustees would increase by more than one-third of the number of Trustees in office immediately following the last annual meeting of Voting Trust Unitholders. A vacancy occurring among the Trustees may be filled by resolution of the remaining Trustees, as long as they constitute a quorum, or by the Voting Trust Unitholders at a meeting of the Voting Trust Unitholders. Trustees will be elected annually by resolution passed by a majority of the votes cast at a meeting by Voting Trust Unitholders. Trustees elected at an annual meeting will be elected for a term expiring at the subsequent annual meeting and will be eligible for re-election. A Trustee elected or appointed to fill a vacancy shall hold office for the remaining term of the Trustee he or she is succeeding.

The Declaration of Trust provides with respect to Trustees that:

- a majority of the Trustees must be Trustees who deal at arm's length with Northview, in accordance with the Tax Act ("**Independent Trustees**") and cannot be Non-Residents; and
- a Trustee may be removed with or without cause by two-thirds of the votes cast at a meeting of Voting Trust Unitholders or with cause by two-thirds of the remaining Trustees.

INDEPENDENT TRUSTEE MATTERS

Pursuant to the Declaration of Trust, the following matters required the approval of at least a majority of the Independent Trustees to become effective:

- the acquisition or disposition of real property, and the assumption or grant of any mortgage, by the Trust, the Limited Partnerships or any of their respective subsidiaries and affiliates;
- the terms of any financing to be provided by the Trust;
- the enforcement of any agreement entered into by the Trust, the Limited Partnerships or any of their respective subsidiaries and affiliates with a Trustee who is not an Independent Trustee;
- any matter on which the holders of the Class A LP Units are entitled to vote under the Limited Partnership Agreements; and
- material changes to the equity compensation plans.

The name, province of residence, office held with the Trust, principal occupations held during the preceding five years and the period during which each Trustee or executive officer has served are as follows:

Name and Place of Residence	Position(s) with the Trust	Principal Occupations during preceding five years	Trustee or Executive Officer Since	Trustee Tenure end⁽⁹⁾
SCOTT THON Alberta, Canada	Independent Trustee and Chair of the Board	President & Chief Executive Officer of AltaLink L.P., and President of Berkshire Hathaway Energy Canada.	2015	2025
DANIEL DRIMMER ⁽¹⁾⁽⁴⁾ Ontario, Canada	Trustee	President and Chief Executive Officer of Starlight Group Property Holdings Inc., President and Chief Executive Officer of True North Commercial Real Estate Investment Trust CEO of Starlight U.S. Multi-Family (No. 5) Core Fund and Starlight U.S. Multi-Family (No.1) Value-Add Fund, founder of Starlight Capital and Chairman of the Board of Starlight Hybrid Global Real Assets Trust, Former CEO of Starlight U.S. Multi-Family Core Fund, Starlight U.S. Multi-Family (No. 2) Core Fund, Starlight U.S. Multi-Family (No. 3) Core Fund and Starlight U.S. Multi-Family (No. 4) Core Fund	2015	n/a
KEVIN E. GRAYSTON ⁽¹⁾⁽²⁾⁽³⁾ British Columbia, Canada	Independent Trustee	Corporate Director; former Principal of K. Grayston Consulting Ltd.	2014	2024
DENNIS J. HOFFMAN ⁽²⁾⁽³⁾ Alberta, Canada	Independent Trustee	Corporate Director	2005	2020
CHRISTINE MCGINLEY ⁽¹⁾⁽²⁾ Alberta, Canada	Independent Trustee	Corporate Director	2012	2022
TERRANCE L. MCKIBBON ⁽¹⁾⁽³⁾ Alberta, Canada	Independent Trustee	Chief Operating Officer of Bird Construction Inc. Former President and Chief Executive Officer of Aecon Group Inc.	2015	2025
VALÉRY ZAMUNER ⁽³⁾⁽⁶⁾ Quebec, Canada	Independent Trustee	Independent Advisor Former Senior Vice-President of Mergers, Acquisitions & Strategic Initiatives for Stingray Inc. Executive Vice President, Mergers & Acquisitions and Chief Legal Officer and Corporate Secretary of WSP Global Inc	2018	2028
GRAHAM L. ROSENBERG ⁽⁵⁾ Ontario, Canada	Independent Trustee	President & Chief Executive Officer of Dental Corporation of Canada Inc. President and Director, BCM Bancorp Inc.	2015	2018
TODD R. COOK ⁽⁷⁾ Alberta, Canada	President, Chief Executive Officer and Trustee	President and Chief Executive Officer of the Trust	2006	n/a
LESLIE VEINER Ontario, Canada	Chief Operating Officer	Chief Operating Officer of the Trust President and Chief Executive Officer of True North	2015	n/a
D. TRAVIS BEATTY ⁽⁸⁾ Alberta, Canada	Chief Financial Officer	Chief Financial Officer of the Trust Chief Financial Officer of West Valley Energy	2016	n/a
RICHARD ANDA Alberta, Canada	Vice President, Business Development	Vice President, Business Development of the Trust	2011	n/a

Name and Place of Residence	Position(s) with the Trust	Principal Occupations during preceding five years	Trustee or Executive Officer Since	Trustee Tenure end ⁽⁹⁾
BO RASMUSSEN	Vice President, Property Development	Vice President, Property Development of the Trust	2011	n/a
LIZAINE WHEELER.....	Vice President, Residential Operations	Vice President, Residential Operations of the Trust	2012	n/a
LOUISE ELSEY ⁽⁸⁾	Corporate Secretary	Former Corporate Secretary of the Trust Leasing and Marketing Manager of the Trust	2014	2018
BRIANNA GUENTHER ⁽⁸⁾	Corporate Secretary	Former Corporate Secretary of the Trust Lawyer, Burnet, Duckworth & Palmer LLP	2018	2018

Notes:

- (1) Members of the Investment Committee – Christine McGinley, CPA, CA, ICD.D, (Chair), Daniel Drimmer, Kevin Grayston, CPA, CA, ICD.D, and Terrance McKibbon, ICD.D.
- (2) Members of the Audit and Risk Management Committee (“A&RM Committee”) – Dennis Hoffman, FCPA, FCA, ICD.D (Chair), Christine McGinley, CPA, CA, ICD.D, and Kevin Grayston, CPA, CA, ICD.D.
- (3) Members of the Governance, Compensation and Nomination Committee (“GC&N Committee”) – Kevin Grayston CPA, CA, ICD.D (Chair), Terrance McKibbon, ICD.D, Dennis Hoffman, FCPA, FCA, ICD.D, and Valéry Zamuner, LLB, MBA.
- (4) Mr. Drimmer was appointed to the Board of Trustees on an interim basis on October 30, 2015 and has been elected by Unitholders at each subsequent meeting of Voting Unitholders. Mr. Drimmer is being nominated by Starlight as per the terms of the Amended and Restated Exchange Agreement and is therefore excluded from the Term Limit Policy.
- (5) Mr. Rosenberg was a Trustee until the annual general and special meeting of Trust Unitholders on May 10, 2018.
- (6) Ms. Zamuner was appointed on an interim basis to the Board of Trustees on September 4, 2018.
- (7) Mr. Cook was an executive officer since 2006 and appointed to the Board of Trustees in 2014.
- (8) Ms. Elsey was Corporate Secretary of Northview from December 2014 to May 2018, Mr. Beatty was interim Corporate Secretary from May 2018 to August 2018 and Ms. Guenther was Corporate Secretary from August 2018 to January 2019. Mr. Beatty is acting interim Corporate Secretary and has not been appointed as such.
- (9) Pursuant to the Term Limit Policy, Trustees elected prior to 2010 may serve up to 15 years on the Board and Trustees appointed on or after 2010 may serve up to 10 years on the Board.

As at the date hereof, the current Trustees and executive officers of the Trust as a group beneficially owned, or controlled or directed, directly or indirectly, 8,920,492 Units representing 13.7% of the issued and outstanding Units and Class B LP Units.

Biographical information regarding the Trustees and executive officers of the Trust who served during the 2018 fiscal year is set out below.

Scott Thon, P. Eng., ICD.D, is the President and CEO of AltaLink L.P., Alberta’s largest regulated electricity transmission company, since 2002. Mr. Scott Thon has held a variety of senior positions in the electricity industry, from operations to competitive market design and global power development. In 2013, Bow Valley College awarded Mr. Thon their Distinguished Citizen Award, honouring his commitment to the College. He was recognized by the Calgary Chamber of Commerce in 2011 for his business and community leadership with the Sherrold Moore Award. Mr. Thon is a registered Professional Engineer with a Bachelor of Science in Electrical Engineering from the University of Saskatchewan. He is also a graduate of the Executive Program from the University of Western Ontario’s Richard Ivey School of Business. Mr. Thon is a member of the Institute of Corporate Directors.

Daniel Drimmer is the founder, President and Chief Executive Officer of Starlight, a Canadian real estate asset management company focused on the acquisition, ownership and management of commercial and residential properties across Canada and the United States, with a portfolio of over 5.9 million square feet in commercial properties and approximately 36,000 residential rental units. In addition to the formation of Starlight, Mr. Drimmer is also the founder, President and Chief Executive Officer of True North Commercial Real Estate Investment Trust, is the founder and Chief Executive Officer of Starlight U.S. Multi-Family (No. 5) Core Fund and Starlight U.S. Multi-Family (No. 1) Value-Add Fund, the founder of Starlight Capital and

is the Chairman of the Board of Starlight Hybrid Global Real Assets Trust. Over the last eight years, Mr. Drimmer has completed more than \$16 billion worth of acquisition and financing transactions in commercial and residential real estate. Mr. Drimmer obtained a Bachelor of Arts degree from the University of Western Ontario, and both a Master of Business Administration and a Master's degree in Contemporary European Policy Making from European University in Geneva, Switzerland.

Kevin E. Grayston, CPA, CA, ICD.D, was the Principal of K. Grayston Consulting Ltd. from 2010 to 2014. Mr. Grayston was formerly President of Maverick Management Corp., from December 2010 to April 2012. Formerly Executive Vice President Real Estate, BCIMC Hospitality Group, September 2007 until January 2009; Executive Vice President and Chief Financial Officer, Canadian Hotel Income Properties Real Estate Investment Trust, 1997 until September 2007. Mr. Grayston has had a 30 year career in senior finance, operations and human resource roles, including 13 years at Canadian Airlines. He served as the Senior Vice President for Corporate Services of Canadian Airlines International Ltd. He is a Chartered Professional Accountant, holds a Bachelor of Commerce from the University of British Columbia and is a member of the Institute of Corporate Directors.

Dennis J. Hoffman, FCPA, FCA, ICD.D, is an independent Trustee and retired as office managing partner and member of the Canadian Leadership Group from PricewaterhouseCoopers LLP in July of 2005 after more than 35 years in public practice. He is a member of the Chartered Professional Accountants of Alberta and possesses a Bachelor of Commerce and a Bachelor of Science from the University of Saskatchewan. Mr. Hoffman is a member of the Institute of Corporate Directors.

Christine McGinley, CPA, CA, ICD.D, is the former Senior Vice President, Operations for Canwest Broadcasting, a division of Canwest Global Communications Corp. until her retirement in 2010. Ms. McGinley has over 25 years of senior management experience specializing in the areas of operations, technology and finance. Ms. McGinley is a member of the Chartered Professional Accountants of Alberta and graduated from the University of Alberta with a Bachelor of Commerce. Ms. McGinley is a member of the Institute of Corporate Directors.

Terrance L. McKibbin, ICD.D, is the Chief Operating Officer for Bird Construction Inc., one of Canada's leading construction contractors. Mr. McKibbin, has over 35 years' experience in the construction industry, where he is recognized for his strategic capabilities, dedication and operational excellence. Prior to joining the company, he spent the past two decades holding senior management and executive positions with a national Canadian contractor, including the roles of Chief Operating Officer, President and CEO. Mr. McKibbin is certified by the Canadian Construction Association as a Gold Seal Project Manager. He attended Carleton University where he studied geology as well as integrated science and economics programs. Mr. McKibbin is a member of the Institute of Corporate Directors.

Valéry Zamuner, LLB, MBA, has more than 20 years of experience in international and domestic mergers and acquisitions for public and private companies. Before acting as an independent advisor, she held the positions of Senior Vice-President of Mergers, Acquisitions & Strategic Initiatives for Stingray Inc. and the position of Executive Vice President, Mergers & Acquisitions and Chief Legal Officer and Corporate Secretary of WSP Global Inc. Ms. Zamuner also served as the Vice President, Legal Affairs for Consolidated Thompson Iron Mines from 2009 to 2011 and as a Director at Public Sector Pension Investment Board and previously served as Director of PSP Investments. Ms. Zamuner holds a Bachelor of Law degree from Laval University and an MBA from the John Molson School of Business (Concordia University). She is a member of the Quebec Bar.

Graham L. Rosenberg, CPA, CA, is the Chief Executive Officer and President of Dental Corporation of Canada Inc., a company that he founded in 2011 to acquire and partner with dental practices across Canada. Prior to founding Dental Corporation of Canada Inc., Mr. Rosenberg founded and is the President of BCM Bancorp Inc. Mr. Rosenberg is qualified as a Chartered Professional Accountant with a Master of Business Administration and Bachelor of Business Administration from Schulich School of Business, York University.

Todd R. Cook, CPA, CA, was appointed as President and Chief Executive Officer of the Trust in May 2014. Mr. Cook was previously appointed President and Chief Operating Officer in January 2013. Prior to this, Mr. Cook held the following roles: Executive Vice President of NPR, appointed in January 2011; Chief Financial Officer in May 2007; Mr. Cook joined NPR in November 2006 as Vice President, Finance. Previously, Mr. Cook was the treasurer of Calgary-based TGS North American REIT from its IPO until 2004 when he was appointed as Chief Financial Officer until its acquisition by Great-West Life Assurance Company in 2006. He is a member of the Chartered Professional Accountants of Alberta and holds a Bachelor of Administration from the University of Regina.

Leslie Veiner, CPA, CA, was appointed Chief Operating Officer of the Trust in October 2015. Previously, Mr. Veiner was the President and Chief Executive Officer of True North from 2012 to 2015. Prior, Mr. Veiner held senior management positions in the Canadian real estate industry and most recently served as the Chief Financial Officer of TransGlobe Apartment REIT. Prior to joining TransGlobe Apartment REIT, Mr. Veiner provided seniors housing advisory services through his consulting company Hippo Capital Corporation. From 2003 to 2008, Mr. Veiner was employed by Chartwell Senior Housing Real Estate Investment Trust, holding the positions of Senior Vice President Real Estate from 2005 to 2008 and Chief Financial Officer from its inception in 2003 to 2005. From 2000 to 2003, Mr. Veiner was Chief Financial Officer of Alert Care Corporation, which sold its properties pursuant to the formation of Chartwell Senior Housing Real Estate Investment Trust and from 1995 to 2000 he held senior financial positions with a real estate company and a healthcare company. Mr. Veiner is qualified as a Chartered Professional Accountant and holds a Bachelor of Commerce and Graduate Diploma in Accounting from the University of Cape Town, South Africa.

D. Travis Beatty, CPA, CA, CFA, was appointed Chief Financial Officer of Northview in May 2016. Previously, Mr. Beatty was the Chief Financial Officer of West Valley Energy from 2012 to 2014. Prior to joining West Valley Energy, Mr. Beatty held various senior finance roles with OPTI Canada Inc. from 2002 to 2011 and was appointed Chief Financial Officer in 2009 until its acquisition by CNOOC Limited in 2011. Mr. Beatty is a qualified Chartered Professional Accountant, Chartered Financial Analyst, and holds a Bachelor of Commerce in Accounting and Finance from the University of Calgary.

Richard Anda, CPM, was appointed Vice President, Business Development, of Northview in January 2011. Mr. Anda joined Northview in 2003 as Asset Manager and was appointed as Vice President, Operations in 2004. Previously with CMHC in various positions, he brings 15 years of real estate and property management experience to the Trust. Mr. Anda holds an Urban Land Economics Diploma and is a Certified Property Manager with the Real Estate Institute of Canada.

Bo Rasmussen was appointed Vice President, Property Development of Northview in May 2011. Mr. Rasmussen joined Northview in May 2007 as the Manager of Construction and Development. Previously he was Vice President of Development for NewNorth Projects from 2004 to 2007 and was with Ninety North Construction and Development Ltd. in the capacities of Regional Manager of Nunavut Operations, and General Manager of Greenland Operations from 1999 to 2004. Mr. Rasmussen graduated from Southern Alberta Institute of Technology in Calgary with a Diploma of Civil Engineering Technology in 1992, and received a Master's of Business Administration (MBA) from the University of Calgary, Haskayne School of Business, in 2011.

Lizaine Wheeler joined Northview in October of 2012 as Vice President of Residential Operations, bringing with her nearly 17 years of property management experience. Prior to joining Northview Ms. Wheeler was Senior Vice President of Operations at Mainstreet Equity Corp (2010-2012) and held many positions at Boardwalk Equities REIT, starting as a leasing agent in 1998 and working her way up to Vice President of Operations when she left in 2010. In 2001, Ms. Wheeler obtained her Certified Property Manager designation. She also holds a diploma in Business Management specializing in Human Resources.

Brianna Guenther was appointed Corporate Secretary of Northview in August 2018 and served in this capacity until January 2019, having previously practiced corporate law at Burnet, Duckworth & Palmer LLP since August 2013.

Louise Elsey was appointed Corporate Secretary of Northview in December 2014 and served in this capacity until May 2018, having previously held the position of Leasing and Marketing Manager since 2009 and previous roles in real estate sales and operations.

CEASE TRADE ORDERS, BANKRUPTCIES, PENALTIES OR SANCTIONS

Other than as disclosed below, no Trustee or executive officer of the Trust is, or has been, within the past ten years, a director, chief executive officer or chief financial officer of any company that: (a) while that person was acting in that capacity was the subject of a cease trade order or similar order or an order that denied that company access to any exemption under Canadian securities legislation, for a period of more than 30 consecutive days (collectively an “Order”) or (b) after that person ceased to act in that capacity was subject to an order that resulted from an event that occurred while that person was acting in that capacity. No Trustee or executive officer of the Trust or Trust Unitholder holding a sufficient number of securities of the Trust to materially affect control of the Trust : (a) is or has been within the past ten years a director or executive officer of any company that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver or receiver manager or trustee appointed to hold its assets; or (b) has, within the past ten years become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or become subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold their assets.

No Trustee or executive officer of the Trust or Trust Unitholder holding a sufficient number of securities of the Trust to materially affect control of the Trust: (a) has had any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority; (b) since December 31, 2000, entered into any settlement agreement with a securities regulatory authority; or (c) has had any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision with respect to the Trust.

Christine McGinley was the Senior Vice-President, Operations of Canwest Broadcasting, a division of Canwest Global Communications Corp. (“Canwest”) when CanWest, its principal operating subsidiary, Canwest Media Inc. and certain other related entities (including the over-the-air networks, specialty cable channels and the National Post) voluntarily filed for creditor protection from bankruptcy under the Companies’ Creditors Arrangement Act (the “CCAA”) and successfully obtained an order from the Ontario Superior Court of Justice (Commercial Division) to commence proceedings under the CCAA on October 6, 2009. Canwest successfully emerged from CCAA in October 2010 and was acquired by Shaw Communications Inc.

D. Travis Beatty was the Chief Financial Officer of OPTI Canada Inc. (“OPTI”) in 2009. OPTI successfully completed a restructuring in November 2011. OPTI filed proceedings to restructure certain of its debt in the Alberta Court of Queen’s Bench under the CBCA and CCAA on July 11, 2011. After receiving the requisite creditor support and Court review and approval, the restructuring plan was approved and confirmed by a Court Order dated September 7, 2011, and November 28, 2011.

In addition, none of the proposed nominees have been subject to:

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

AUDIT AND RISK MANAGEMENT COMMITTEE

The A&RM of the Trust must consist of not less than three Trustees, all of whom must be independent. As at December 31, 2018, the Trust’s A&RM were made up of three Independent Trustees; Dennis Hoffman, FCPA, FCA, ICD.D (Chair), Christine McGinley, CPA, CA, ICD.D and Kevin Grayston, CPA, CA, ICD.D., all of whom are financially literate as per the meaning of financial literacy in section 1.6 of NI 52-110.

Further details on the Trust’s A&RM Mandate may be found attached as Appendix “B” to this AIF.

GOVERNANCE, COMPENSATION AND NOMINATION COMMITTEE

The Governance, Compensation and Nomination Committee of Northview must consist of not less than three Trustees, all of whom must be independent. As at December 31, 2018, the Trust’s Governance, Compensation and Nomination Committee

were made up of four Independent Trustees: Kevin Grayston, CPA, CA, ICD.D, (Chair), Dennis Hoffman, FCPA, FCA, ICD.D, Terrance McKibbon, ICD.D, and Valéry Zamuner, LLB, MBA. All members of the Governance, Compensation and Nomination Committee are Independent Trustees who are “unrelated” to the Trust as such term is defined in NI 52-110 and deal at arm’s length with the Trust.

INVESTMENT COMMITTEE

The Investment Committee pursuant to the Declaration of Trust shall consist of not less than four Trustees the majority of who shall be independent. The Investment Committee consists of four members. Three of the current members are independent: Christine McGinley CPA, CA, ICD.D, (Chair), Terrance McKibbon ICD.D, and Kevin Grayston CPA, CA, ICD.D. Daniel Drimmer is also a member of the Investment Committee and is not independent. Prior to March 10, 2017, the Investment Committee of Northview was made up of all members of the Board.

POTENTIAL CONFLICTS OF INTEREST

The Declaration of Trust contains “conflict of interest” provisions that serve to protect Trust Unitholders without creating undue limitations on the Trust. Given that the Trustees are engaged in a wide range of real estate and other business activities, the Declaration of Trust contains provisions, similar to those contained in the CBCA, that require each Trustee to disclose to the Trust any interest in a material contract or transaction or proposed material contract or transaction with the Trust (including a contract or transaction involving the making or disposition of any investment in real property or a joint venture arrangement) or the fact that such person is a director or officer 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 Trust. Such disclosure is required to be made at the first meeting at which a proposed contract or transaction is considered. In the event that a material contract or transaction or proposed material contract or transaction is one that in the ordinary course would not require approval by the Trustees, a Trustee is required to disclose in writing to the Trust or request to have entered into the minutes of the meeting of the Trustees the nature and extent of his or her interest forthwith after the Trustee becomes aware of the contract or transaction or proposed contract or transaction. In any case, a Trustee who has made disclosure to the foregoing effect is not entitled to vote on any resolution to approve the contract or transaction unless the contract or transaction is one relating primarily to his or her remuneration as a Trustee, officer, employee or agent of the Trust or one for indemnity under the provisions of the Declaration of Trust or liability insurance.

LEGAL PROCEEDINGS AND REGULATORY ACTIONS

There are no legal proceedings to which Northview is or was a party to, or that any of its property is or was the subject of, during the year ended December 31, 2018, and Management are not aware of any such proceedings that are contemplated. No penalties or sanctions were imposed against Northview by a court relating to securities legislation or by a securities regulatory authority during the year ended December 31, 2018, nor has Northview entered into a settlement agreement with a securities regulatory authority, or been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

None of the Trustees or executive officers of the Trust or proposed nominees for election as Trustees, nor any person who beneficially owns controls or directs, directly or indirectly, more than 10% of the voting rights attached to all outstanding Units and Special Voting Units nor any associate or affiliate of any of the foregoing persons, has any material interest, direct or indirect, in any transactions since the commencement of the Trust’s last completed financial year or in any proposed transaction which, in either case, has or will materially affect the Trust except Daniel Drimmer. Daniel Drimmer is President & CEO of Starlight, who, through the Transitional Services Agreement, received fees of \$1.7 million in 2018, for services related to the property management of the Institutional portfolio and True North assets that were part of the 2015 Transaction which were approved by Trust Unitholders in October 2015. The Transitional Services Agreement was terminated on October 30, 2018. See “Risk Factors” for additional details. Starlight LP may also be paid fees as per the Transactional Fee Agreement for certain advisory services related to the identification of multi-unit residential properties for acquisition. See “*Material Contracts*” for additional details. In addition, Northview purchased seven properties from Starlight in 2018 for a total purchase price of \$180.0 million. Daniel Drimmer holds an approximate 13.3% effective interest in the Trust through ownership of, or the control or direction over, Units and Class B LP Units.

MATERIAL CONTRACTS

The only contracts, other than material contracts entered into in the ordinary course of business, that are material to Northview and that were entered into during the most recently completed financial year, or before the most recently completed financial year, and were in effect during the 2018 fiscal year or are in effect as of March 26, 2019, are as follows:

- (a) the Transitional Services Agreement dated October 30, 2015 and terminated on October 30, 2018. Northview and certain of its affiliates entered into a Transitional Services Agreement under which Starlight, as an independent contractor, provided Northview with an asset management operating platform for a transitional period following the effective time for properties acquired pursuant to the 2015 Transaction in Ontario, Québec, Nova Scotia and New Brunswick. Pursuant to the Transitional Services Agreement, Starlight provided transitional services of an asset management nature for a monthly fee equal to 0.125% of the sum of: (i) the agreed upon allocated values of the properties acquired from True North and its affiliates in connection with the 2015 Transaction; (ii) the third party appraised values of the private portfolio acquired by Northview in connection with the 2015 Transaction; (iii) the purchase price of new sourced properties; (iv) the third party appraised values of added properties; and (v) the cost of any capital expenditures incurred by Northview or any of its affiliates in respect of the properties since the closing date of the 2015 Transaction. The Transitional Services Agreement is available under Northview's profile on SEDAR at www.sedar.com, as attached to the Amended and Restated Arrangement Agreement as Schedule J, which was filed on SEDAR on August 20, 2015;
- (b) the Amended and Restated Exchange Agreement dated November 30, 2018. Northview, the Limited Partnerships, the general partners of the Limited Partnerships and Starlight amended the Amended and Restated Exchange Agreement on January 1, 2018 to reflect the new general partner of the Limited Partnerships and amended and restated further on June 26, 2018 and November 30, 2018 to reflect the addition of the New Limited Partnerships. The Amended and Restated Exchange Agreement governs the mechanics for, among other things, the exchange of Class B LP Units for Units and terms governing the Units and Class B LP Units held by Starlight and its affiliates, which include pre-emptive rights, nomination rights, tag-along and drag-along rights, voting requirements and standstill restrictions. The Amended and Restated Exchange Agreement is available under Northview's profile on SEDAR at www.sedar.com, which was filed on SEDAR on June 29, 2018; and
- (c) the Transactional Fee Agreement dated as of February 27, 2019. Northview entered into the Transactional Fee Agreement under which Starlight LP, as an independent contractor in an advisory capacity, assists Northview and the Limited Partnerships in sourcing and identifying potential multi-unit residential properties for purposes of acquisition by Northview or the Limited Partnerships. Under the Transactional Fee Agreement, Northview shall pay, or cause to be paid, a fee equal to 1% of the aggregate purchase price paid for the acquisition of any new properties acquired by Northview, the Limited Partnerships or their affiliates which were sourced by Starlight LP; provided that no fee is payable for a property that is either wholly or majority owned by Starlight LP, directly or indirectly, including by entities owned directly or indirectly by its affiliates. This agreement automatically renews for successive three year terms unless either party provides written notice of termination to the other party. The Transactional Fee Agreement is available under Northview's profile on SEDAR at www.sedar.com.

AUDIT COMMITTEE INFORMATION

AUDIT & RISK MANAGEMENT COMMITTEE MANDATE

The A&RM Committee is responsible for reviewing Northview's financial reporting procedures, internal controls and the performance of the external auditors. The Audit Committee Mandate of Northview is attached as Appendix B of this AIF.

COMPOSITION OF THE AUDIT COMMITTEE

The current members of the Audit Committee are Dennis Hoffman, FCPA, FCA, ICD.D (Chair), Kevin Grayston, CPA, CA, ICD.D and Christine McGinley, CPA, CA, ICD.D. The Board of Trustees entrusts its fiduciary oversight responsibilities to the Audit Committee for the Trust's financial reporting. Each member of the Audit Committee is independent as defined under NI 52-110 and none received any compensation, directly or indirectly, from Northview other than remuneration as a member of the Board of Trustees and its committees, as applicable. All members of the Audit Committee are financially literate as defined in NI 52-110.

RELEVANT EDUCATION AND EXPERIENCE OF MEMBERS OF THE AUDIT COMMITTEE

Dennis Hoffman, FCPA, FCA, ICD.D, (Chair) retired as office managing partner and member of the Canadian Leadership Group from PricewaterhouseCoopers LLP in July 2005 after more than 35 years in public practice. Mr. Hoffman is a member of the Institute of Corporate Directors. Mr. Hoffman graduated from the University of Saskatchewan with a Bachelor of Commerce and a Bachelor of Science, and is a member of the Chartered Professional Accountants of Alberta.

Kevin Grayston, CPA, CA, ICD.D, was the Principal of K. Grayston Consulting Ltd. from 2010 to 2014. He has a 30 year career in senior finance and operations, and a further 12 years working in real estate including ten years as Chief Financial Officer of a publicly traded REIT. Mr. Grayston is a Chartered Professional Accountant with a Bachelor of Commerce from the University of British Columbia and is a member of the Institute of Corporate Directors.

Christine McGinley, CPA, CA, ICD.D, was Senior Vice President, Operations for Canwest Broadcasting until her retirement in 2010. Ms. McGinley has 25 years of senior management experience in finance, operations and technology. In addition, she has considerable experience as an Independent Director and member of Audit Committees. She holds a Bachelor of Commerce degree from the University of Alberta, is a member of the Chartered Professional Accountants of Alberta and a member of the Institute of Corporate Directors.

EXTERNAL AUDITOR SERVICE FEES

The Audit Committee annually reviews the appointment of our external auditors and makes recommendations to the Board of Trustees regarding our auditors' appointment and remuneration. The Audit Committee receives reports, reviews audit findings, approves audit plans and is apprised of future reporting developments from our external auditors. KPMG LLP serves as our independent auditors, preceded by Deloitte LLP for the 2017 fiscal year. Services provided by KPMG LLP and Deloitte LLP for the years ended December 31, 2018 and 2017 respectively, are detailed below.

(thousands of dollars)	2018	2017
Audit Fees ⁽¹⁾	505	635
Audit-related Fees ⁽¹⁾	241	174
Tax Fees ⁽²⁾	66	-
All Other Fees	-	-
Total	812	809

⁽¹⁾ 2018 audit fees and audit-related fee include payments made to both KPMG and Deloitte.

⁽²⁾ Tax fees represent amounts paid to KPMG after the auditor change on June 29, 2018.

AUDIT FEES

Audit fees were paid for professional services rendered in connection with the audit of the annual consolidated financial statements, review of the consolidated interim financial statements, review of the Management, Discussion and Analysis on an annual and interim basis, the review of the Annual Information Form and the Information Circular and various other discussions. The audit fees presented are on a cash basis and does not represent the annual fees.

AUDIT-RELATED FEES

Audit-related fees were paid for professional services rendered in connection with the 2018 prospectus offering.

TAX FEES

Tax fees were paid for general tax compliance relating to Canadian taxes and for professional services relating to tax planning services. The tax fees presented are on a cash basis.

ALL OTHER FEES

There are no services in this category in 2018 and 2017.

INTERESTS OF EXPERTS

The Trust's external auditors are KPMG LLP, 3100, 205 5 Avenue Southwest, Calgary, AB T2P 4B9. KPMG LLP, Chartered Professional Accountants, are independent within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada and any applicable legislation or regulation.

No person or company is named as having prepared or certified a report, valuation, statement or opinion described or included in a filing, or referred to in a filing, made under National Instrument 51-102 – *Continuous Disclosure Obligations* by the Trust during, or relating to, our most recently completed financial year, and whose profession or business gives authority to the report, valuation, statement or opinion made by the person or company, other than KPMG LLP, our external auditors.

ADDITIONAL INFORMATION

Additional information related to the Trust may be found on SEDAR at www.sedar.com under their respective SEDAR profiles. Additional information, including Trustees', directors' and officers' remuneration and indebtedness, principal holders of Units, and options to purchase or acquire Units under Northview's equity compensation plans, will be contained in the Trust's management information circular that will be mailed to all Trust Unitholders in connection with the Trust's annual general and special meeting. Additional financial information is provided in the Trust's financial statements and Management's Discussion and Analysis of Financial Results for 2018 contained in Northview's 2018 Annual Report. Northview will provide to any person, upon request to the Chief Financial Officer or Corporate Secretary of Northview, at 200, 6131 – 6th Street SE, Calgary, Alberta T2H 1L9, any of the following documents:

- (a) when Units are in the course of a distribution pursuant to a short form prospectus or a preliminary short form prospectus has been filed in respect of the distribution of the Units:
 - (i) one copy of the AIF of the Trust, together with one copy of any document, or the pertinent pages of any document, incorporated by reference in the AIF;
 - (ii) one copy of the comparative financial statements of the Trust for its most recently completed financial year together with the accompanying report of the auditor and one copy of any interim financial statements of the Trust subsequent to the financial statements for its most recently completed financial year;
 - (iii) one copy of the Information Circular of the Trust in respect of its most recent annual general meeting of Trust Unitholders that involved the election of the Trustees; and
 - (iv) one copy of any other documents that are incorporated by reference into the preliminary short form prospectus or the short form prospectus that are not required to be provided under (i) to (iii) above; or
- (b) at any other time, one copy of the documents referred to in (1) (i), (ii) and (iii) above, provided Northview may require the payment of a reasonable charge if the request is made by a person who is not a security holder of the Trust.

APPENDIX “A” – GLOSSARY OF SELECT TERMS

The following terms used in this AIF have the meanings set out below. Unless the context otherwise requires, any reference in this AIF to any agreement instrument, indenture or other document shall mean such agreement, instrument, indenture or other document, as amended, supplemented and restated at any time and from time to time prior to the date hereof or in the future.

NON-RECURRING ITEMS

During the year ended December 31, 2018, Northview received total insurance proceeds of \$2.7 million relating to a fire in Lethbridge, AB. During the year ended December 31, 2017, Northview received total insurance proceeds of \$0.9 million relating to the wildfires in Fort McMurray, AB, and the fire in Lethbridge, AB. During the year ended December 31, 2016, Northview received total insurance proceeds of \$7.1 million for the wildfires in Fort McMurray, AB, the 2015 fire in Yellowknife, NT, and a property in Fort McMurray, AB. In addition, Northview had \$1.6 million of lost revenue and \$1.6 million of incremental costs relating to the wildfires in Fort McMurray, AB. These items have been defined as “Non-recurring Items”, as they are not considered normal operating conditions, and management has presented some performance metrics adjusting for Non-recurring Items where appropriate in this AIF.

NON-GAAP AND ADDITIONAL GAAP MEASURES

The following non-GAAP measures are used to monitor Northview’s financial performance. All non-GAAP measures do not have any standardized meaning prescribed by GAAP and are therefore unlikely to be comparable to similar measures presented by other issuers. These measures are included to provide investors and management with an alternative method for assessing Northview’s operating results in a manner that is focused on the performance of Northview’s ongoing operations.

Funds from operations (“FFO”): FFO measures operating performance and is calculated in accordance with Realpac’s definition. FFO - basic is calculated by adjusting net and comprehensive income (loss) for depreciation of property, plant and equipment excluding depreciation of items (i.e. computer and auto) that are not uniquely significant to the real estate industry, gain or loss on disposition, fair value gain or loss, Class B LP Unit distributions recorded as interest, and other applicable items. FFO – diluted is calculated as FFO – basic plus the interest on 2019 debentures. The most comparable GAAP measure to FFO is net and comprehensive income (loss), for which a reconciliation is provided in this AIF.

Adjusted funds from operations (“AFFO”): AFFO is defined as a recurring economic earnings measure and calculated in accordance with Realpac’s definition. AFFO – basic is calculated as FFO – basic less maintenance capital expenditures. AFFO – diluted is calculated as FFO – diluted less maintenance capital expenditures. The most comparable GAAP measure to AFFO is net and comprehensive income (loss). A reconciliation between FFO and AFFO and the calculation of maintenance capital expenditures are provided in this AIF.

FFO payout ratio: FFO payout ratio – basic is calculated as distributions declared to Trust and Class B LP Unitholders – basic divided by FFO – basic. FFO payout ratio – diluted is calculated as distributions declared to Trust and Class B LP Unitholders – diluted divided by FFO – diluted.

OTHER FINANCIAL MEASURES

Average monthly rent (“AMR”): calculated as net rent, included in revenue divided by the number of occupied units as at the period end date.

Average rent per square foot: calculated as annualized total rent for the quarter, divided by average total occupied square footage for the quarter for commercial operations.

Capitalization rates (“Cap Rate”): calculated as NOI divided by the fair value or sales price of the asset. It is a measure of rate of return on the real estate investment.

Debt: the sum of credit facilities and mortgages payable, including liabilities related to assets held for sale, less cash.

Debt service coverage: calculated as net income before tax, interest, depreciation and amortization, business combination transaction costs, and fair value gain or loss, divided by the sum of total interest expense and principal mortgage repayments. Refer to the consolidated financial statements for the calculation.

Debt to gross book value: calculated as debt as a percentage of gross book value. Refer to the consolidated financial statements for the detailed calculation.

Estimated value creation: calculated as annualized NOI increase from VCIs, divided by capitalization rate.

Gross book value: the sum of investment properties, property, plant and equipment before accumulated depreciation, and assets held for sale before accumulated depreciation.

Interest coverage: calculated as net income before tax, interest, depreciation and amortization, business combination transaction costs, and fair value gain or loss, divided by total interest expense. Refer to the consolidated financial statements for the calculation.

Net operating income (“NOI”): is calculated by deducting the direct operating costs of maintaining and operating investment properties from the revenue which they generate.

Occupancy: a measure used by management to evaluate the performance of its properties on a comparable basis, and the occupancy presented in this Annual Information Form is financial occupancy for each period, excluding recently completed developments, which have not reached stabilized occupancy.

Same door NOI: measured as NOI from stabilized properties owned by Northview for both the current reporting period and on or before the first day of the previous annual reporting period. For calculating same door NOI in this AIF, stabilized properties owned and in operation by Northview for both the current reporting period and on or before January 1, 2017, are included in the calculation.

OTHER TERMS

Affiliate: when used to indicate a relationship with a person or company, has the same meaning as set forth in Ontario Securities Commission Rule 45-501.

Associate: when used to indicate a relationship with a person or a company, has the same meaning as in the *Securities Act* (Ontario).

Business day: means a day which is not a Saturday, Sunday or legal holiday in the Province of Alberta.

Distributable income: means net income of Northview as set out in its consolidated financial statements determined in accordance with GAAP subject to certain adjustments as set out in the Declaration of Trust, including adding back depreciation, amortization (excluding amortization of tenant inducement and other occupancy costs), costs associated with the Long Term Incentive Plan and payments attributable to prepaid equity leases and excluding any gains or losses on the disposition of any asset and any other adjustments determined by the Trustees in their discretion.

Distribution record date: means, until otherwise determined by the Trustees, the last Business Day of each month of each year, except for the month of December where the Distribution Record Date shall be December 31.

Long term incentive (“LTI”) plan: means a plan intended to reward senior management with compensation opportunities that will encourage ownership of Units, enhance Northview’s ability to attract, retain and motivate key personnel, and award officers, employees and consultants for significant performance and growth of the Trust. Performance units (“PU”) and restricted units (“RU”) entitle the employees to receive payment upon vesting in the form of Units of Northview. PU vest over a period of three years and incorporate three-year performance criteria established at the time of grant. RU vest over a period of three years with no performance criteria established at the time of grant other than continued employment. PU and RU earn notional distributions from the date of grant until vesting.

Person: means any individual, partnership, association, corporation, trustee, executor, administrator, legal representative, government, regulatory authority or other entity.

Portfolio summary and unit count: these non-GAAP measures include joint ventures at 100%.

Properties: means the residential, commercial and mixed-use properties currently owned directly or indirectly by Northview.

Subsidiary: includes, with respect to any company, partnership, limited partnership, trust or other entity, any company, partnership, limited partnership, trust or other entity controlled, directly or indirectly, by such company, partnership, limited partnership, trust or entity.

APPENDIX “B” – AUDIT AND RISK MANAGEMENT COMMITTEE INFORMATION REQUIRED IN AN ANNUAL INFORMATION FORM

MANDATE OF THE AUDIT AND RISK MANAGEMENT COMMITTEE

OBJECTIVES

The Board of Trustees (the “Board”) of Northview Apartment Real Estate Investment Trust (“Northview”) entrusts its oversight responsibilities to the Audit and Risk Management Committee (the “A&RM Committee”) as follows:

- Overseeing the integrity of the financial information provided to Northview’s unitholders, regulatory bodies and other interested parties, and ensuring that the financial information is presented with clear, full and plain language disclosure;
- Overseeing the compliance with accounting and finance-based regulatory requirements;
- Reviewing with management and the independent auditor the process of identifying, monitoring and reporting the principal risks that could affect financial reporting and performance;
- Assessing the effectiveness of Northview’s independent auditor.

COMPOSITION

Committee Members

The A&RM Committee shall be comprised of three or more independent trustees as determined by the Board, who shall be financially literate as per *Multilateral Instrument 52-110 Audit Committees*.

Members of the Committee may not serve on the audit committees of more than two additional public companies without the approval of the Board.

Committee Chair

The Chair of the A&RM Committee of the Board is responsible for the effective functioning of the Committee by providing independent, effective leadership to the Committee members and leading the AR&M Committee in fulfilling the duties set out in its Mandate.

The Chair of the AR&M Committee is appointed or re-appointed by the Board of Trustees for a one year term at the first meeting of the Board following the annual meeting of unitholders each year, or at any such time throughout the year as the Board may decide. The Chair shall be an independent Trustee.

Independence

An “independent trustee”, as such term is used throughout this mandate, means an individual who is independent of management and free from any direct or indirect material relationship with Northview, or any other relationship, that in the opinion of the Board, would interfere with the exercise of his or her independent judgment as a member of the A&RM Committee as further described in *Multilateral Instrument 52-110 Audit Committees*.

Meetings

The AR&M Committee shall meet at least four times annually to review the quarterly and year-end financial results. The Committee shall also meet at any time throughout the year at the call of the Chair as required and adhere to the meeting protocols set out in Section 11.5 of Northview’s Declaration of Trust (the “DOT”) as otherwise determined by the committee.

The A&RM Committee shall meet in camera as a committee, and in camera with the independent auditor at each regularly scheduled meeting of the A&RM Committee. The A&RM Committee may also meet in camera with members of management as determined by the Committee.

RESPONSIBILITIES

The Committee shall be responsible for developing and recommending to the Board corporate governance guidelines and procedures applicable to Northview and shall:

- a. review the guidelines at least annually and recommend to the Board any changes to the guidelines which it considers appropriate including the Code of Business Conduct and Ethics, Whistleblower Policy, Disclosure Policy, Privacy Policy and Clawback Policy (such policies are accessible online at <https://www.northviewreit.com/about/corporate-mandates-and-policies>);
- b. review disclosure with respect to Northview's system of governance required by applicable corporate and securities laws or stock exchange requirements before such disclosure is submitted to the Board for its approval;
- c. make recommendations to the Board regarding disclosure policies with respect to matters not covered by mandated financial disclosure;
- d. review the corporate governance sections of the Proxy Circular and Annual Information Form;
- e. review guidelines and policies relating to the Board, which include but are not limited to the Term Limit Policy, Diversity Policy, Trading & Hedging policy and the Majority Voting Policy (such policies are accessible online under the heading "Governance Policies for the Board of Trustees" at: <https://www.northviewreit.com/about/corporate-mandates-and-policies>);
- f. monitor developments and changes to regulatory requirements as well as industry governance developments and best practices in the areas of compensation and governance, and recommend initiatives to assist Northview in maintaining high standards of governance; and
- g. review and recommend to the Board annually, the approval of the Mandate of the Board and of each committee of the Board.

Document and Report Review:

Review, with management and the independent auditor, and recommend to the Board for the approval of the public release of:

- a. interim and annual audited financial statements;
- b. interim and annual Management's Discussion and Analysis;
- c. interim and annual media releases;
- d. Annual Information Form;
- e. any prospectus; and
- f. any material securities filing

Regulatory Compliance:

Ensure compliance with *Multilateral Instrument 52-110 Audit Committees* and all other applicable laws and regulations.

Risk Management

The A&RM Committee must be satisfied that adequate procedures are in place for the review of potential risks that could affect Northview, and they will oversee the risk treatment plans and controls through semi-annual review, and annual recommendation to the Board of the Risk Management Program.

Insurance Coverage:

While management has the authority to obtain insurance coverage as it deems necessary without the approval of the Committee, the Committee shall nevertheless review the adequacy of insurance coverage including directors' and officers' liability on an annual basis, or more frequently as circumstances warrant, and provide any direction to management it deems appropriate.

Disclosure Committee:

The A&RM Committee must be satisfied that adequate procedures are in place for the review of the issuer's public disclosure documents, and they will oversee the procedures and responsibilities of the Disclosure Committee through annual review and recommendation to the Board of the Disclosure Policy. A quarterly report from the Disclosure Committee will be provided at each A&RM Committee meeting.

Whistleblower Policy:

The A&RM Committee shall receive, oversee, investigate, resolve, and retain, in conjunction with Northview's Compliance Officer, all reported complaints and allegations concerning violations of corporate accounting practices, internal controls, auditing and fraud matters, and any violations of laws and regulations, including the requirements of applicable securities commissions, regulatory authorities and stock exchanges.

The Compliance Officer shall provide the A&RM Committee with a written semi-annual report detailing any reported complaints and allegations and a verbal update on any reported complaints and allegations at A&RM Committee meetings in between such semi-annual reports. The A&RM Committee and Compliance Officer shall adhere to the procedures that have been developed within the Whistleblower Policy to ensure the confidential, anonymous submission by employees of Northview of concerns regarding questionable accounting and financial accounting disclosure or auditing matters.

The A&RM Committee shall have the right to engage a third-party service provider to investigate, report on and assist in responding to and managing any whistleblower complaints or allegations, as the A&RM Committee deems appropriate.

Relationship with Independent Auditor:

The A&RM Committee is responsible to:

- a. Assess the relationship with independent auditor on an, noting:
 - i. The independent auditor shall report directly to the A&RM Committee;
 - ii. The independent auditor shall be independent, i.e., the Committee shall ensure the receipt from the independent auditor of a formal written statement confirming their independence and delineating all relationships between the auditor and the company to satisfy itself with respect to the auditor's independence. The Committee shall also consider the relationship between the auditor and executive management ensuring independence and objectivity; and
 - iii. The Committee shall review the quality and cost effectiveness of the independent auditor
- b. Review and Recommend to the Board:
 - i. The independent auditor to be nominated at the Annual General Meeting of unitholders;
 - ii. The independent auditor annual Audit Plan for the ensuing year;
 - iii. The compensation of the independent auditor; and
 - iv. The pre-approval of all non-audit services to be provided by the independent auditor.
- c. Oversee the work of the independent auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services, including the resolution or disagreements between management and the independent auditor regarding financial reporting.

Audit Process:

The A&RM Committee is responsible to:

- a. Meet with the independent auditor prior to the audit to review the scope and general extent of the independent auditor's quarterly interim reviews and the annual audit including the planning and staffing of the audit. This review shall include an explanation from the independent auditor of the factors considered by the auditor in determining their audit scope, including the major audit risk factors.
- b. Discuss with management and the independent auditor to ensure that:
 - i. Financial Statements are presented fairly, in all material respects, in accordance with generally accepted accounting principles;
 - ii. Appropriate accounting policies and practices have been selected and applied consistently;
 - iii. There is an appropriate basis for significant estimates requiring the exercise of management judgement;
 - iv. Significant contingent liabilities are appropriately accounted for or disclosed;
 - v. Management has established appropriate and cost-effective systems of internal control to safeguard assets, manage significant business risks and ensure accurate and timely financial reporting;
 - vi. Significant observations, if any, of the independent auditor regarding internal controls are appropriately considered and dealt with; and
 - vii. Management has established appropriate procedures to comply with applicable legislation for the remittance of certain taxes, pension monies and employee remuneration.
- c. Receive reports from and hold discussions with the independent auditor to ensure that:
 - i. Audits are appropriate in scope and extent, properly planned and conducted effectively, including the consideration of internal controls;
 - ii. Significant issues between the auditor and management have been brought to its attention;
 - iii. The principle risks of Northview have been identified by Management and appropriate systems have been implemented to manage these risks; and
 - iv. The integrity of the Northview's internal control and management information systems is satisfactory.

AUTHORITY

The A&RM Committee has the authority to:

- a. Review and approve management's hiring policies regarding partners, employees and former partners and employees of the present and former independent auditor of Northview;
- b. Engage independent counsel and advisors as it determines necessary to carry out its duties;
- c. Approve, before engagement, of management's hiring of accounting firms other than the independent auditor where management is seeking accounting or, auditing advice.
- d. Set and approve the compensation for any advisors employed by the A&RM Committee;
- e. Communicate directly with the Northview's independent auditor; and
- f. Perform any other activity consistent with this Mandate, the By-laws and governing laws as the A&RM Committee or the Board deems necessary or appropriate.

Between meetings, the A&RM Committee may delegate any of these authorities to the Chair of the A&RM Committee as required.