



**NOTICE OF MEETING
AND
MANAGEMENT INFORMATION CIRCULAR
FOR THE
ANNUAL AND SPECIAL MEETING OF UNITHOLDERS
TO BE HELD ON JUNE 5, 2025**

April 23, 2025

NOTICE OF ANNUAL AND SPECIAL MEETING OF UNITHOLDERS

NOTICE IS HEREBY GIVEN that an annual and special meeting (the "**Meeting**") of the holders ("**Unitholders**") of trust units ("**Trust Units**") of Firm Capital Apartment Real Estate Investment Trust (the "**Trust**") will be held at 11:30 a.m. (Toronto time) on June 5, 2025 at 163 Cartwright Avenue, Toronto, Ontario, M6A 1V5 for the following purposes:

1. to receive the consolidated audited financial statements of the Trust for the fiscal year ended December 31, 2024, together with the auditor's report thereon;
2. to elect trustees of the Trust;
3. to appoint the auditor of the Trust and authorize the board of trustees of the Trust to determine their remuneration;
4. to consider and, if thought advisable, to pass an ordinary resolution, the full text of which is set out in Appendix B to the accompanying Circular, re-approving the Trust's rolling stock option plan, as more particularly described in the accompanying Circular; and
5. to transact such further or other business as may properly come before the Meeting or any adjournments or postponements thereof.

The board of trustees of the Trust has fixed the close of business on April 23, 2025 as the record date for determining Unitholders of record who are entitled to receive notice of the Meeting and to attend and vote at the Meeting, or at any adjournment(s) thereof. This notice of the Meeting (this "**Notice**") is accompanied by a management information circular (the "**Circular**") and, in the case of registered Unitholders, a form of proxy. The specific details of the matters to be put before the Meeting as identified above are set forth in the Circular. This Notice and the Circular have been sent to each trustee of the Trust, each Unitholder of the Trust entitled to notice of the Meeting, and the auditor of the Trust.

This year, as described in the notice and access notification mailed to Unitholders of the Trust, the Trust has decided to deliver the Meeting materials to Unitholders by posting the Meeting materials on the following website: <https://docs.tsxtrust.com/2259> (the "**Website**"). The use of this alternative means of delivery is more environmentally friendly as it will help reduce paper use and it will also reduce the Trust's printing and mailing costs. The Meeting materials will be available on the Website as of the day of mailing which is currently scheduled for May 5, 2025 and will remain on the Website for one full year thereafter. The Meeting materials will also be available on SEDAR+ at www.sedarplus.ca. Unitholders should review the Meeting materials before voting.

No Unitholders will receive paper copies of the Meeting materials unless they specifically request paper copies. Instead all Unitholders will receive a notice and access notification which will contain information on how to obtain electronic and paper copies of the Meeting materials in advance of the Meeting. If you wish to receive a paper copy of the Meeting materials or have questions about notice-and-access please call 1-866-600-5869. In order to receive a paper copy in time to vote before the meeting, your request should be received by May 27, 2025.

A Unitholder may attend the Meeting in person or may be represented by proxy. Registered Unitholders who are unable to attend the Meeting or any adjournment(s) thereof in person are requested to complete, date, sign and deposit the enclosed form of proxy with the Trust, c/o TSX Trust Company, at its office at 100 Adelaide Street West, Suite 301 Toronto, Ontario, M5H 4H1 (fax: 1-416-595-9593) (or complete the form of proxy by such other method as is identified, and pursuant to any instructions contained, in the form of proxy), prior to 11:30 a.m. (Toronto time) on June 3, 2025, or, if the Meeting is adjourned, 48 hours (excluding Saturdays, Sundays and holidays) prior to the start of such adjourned meeting. Non-registered Unitholders should complete and return the voting instruction form or other authorization provided to them in accordance with the instructions provided therein. Failure to do so may result in your Trust Units not being voted at the Meeting.

The accompanying Circular provides additional information relating to the matters to be dealt with at the Meeting and should be reviewed carefully by Unitholders. Any adjourned meeting resulting from an adjournment of the Meeting will be held at a time and place to be specified either by the Trust before the Meeting or by the Chair at the Meeting.

DATED at Toronto, Ontario, as of the 23rd day of April, 2025.

**BY ORDER OF THE BOARD OF TRUSTEES OF
FIRM CAPITAL APARTMENT REAL ESTATE
INVESTMENT TRUST**

(signed) "*Sandy Poklar*"

Sandy Poklar
Chief Executive Officer

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GLOSSARY OF TERMS

Unless the context otherwise requires or where otherwise provided, the following words and terms shall have the meanings set forth below when used in this Circular:

"affiliate" has the meaning attributed to such term under section 1.3 of National Instrument 45-106 – *Prospectus Exemptions*.

"Agent" means TSX Trust Company.

"Applicable Laws" means, with respect to any Person, any laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, injunctions, orders, decisions, policies, standards, guidelines, rulings, determinations or awards, decrees or other requirements of or applied by any Governmental Authority, statutory body or self-regulatory authority (including the TSXV), including general principles of common law, that are binding upon or applicable to such Person.

"Arrangement" means the plan of arrangement pursuant to which the Corporation converted to an investment trust on January 1, 2020.

"Asset Management, Property Management and Mortgage Banking Agreement" means the amended and restated asset management, property asset management, property management and mortgage banking agreement between the Trust and the Manager dated June 18, 2024 between the Trust and the Manager pursuant to which the Manager has agreed to provide external asset management, lending syndication, mortgage banking and property management services to the Trust.

"associate" when used to indicate a relationship with a person has the same meaning as set forth in the Securities Act.

"Audit Committee" means the audit committee of the Board.

"Average Market Price" means the volume weighted average price of the United States dollar traded Trust Units traded on the TSXV for the five trading days immediately preceding the relevant distribution payment date or the effective date of the purchase of additional Trust Units under the Plans.

"Board" means the board of trustees of the Trust.

"Business Day" means any day, other than a Saturday, a Sunday or a statutory holiday in Toronto, Ontario.

"Circular" means this management information circular of FCA, together with all appendices hereto, prepared in respect of the Meeting.

"Corporation" means Firm Capital American Realty Partners Corp., a predecessor to the Trust.

"Debenture NCIB" has the meaning ascribed thereto under the heading *"Normal Course Issuer Bid"* in this Circular.

"Declaration of Trust" means the declaration of trust of the Trust made the 15th day of October, 2019, as amended, supplemented or amended and restated from time to time.

"Depository" has the meaning ascribed thereto under the heading *"General Information – Non-registered Unitholders"*.

"DRIP" means the distribution reinvestment plan of FCA.

"DTU" has the meaning ascribed thereto under the heading *"Executive and Trustee Compensation – Deferred Trust Units"*.

"DTU Plan" means the deferred trust unit plan of FCA.

"DTU Participant" has the meaning ascribed thereto under the heading *"Executive and Trustee Compensation – Deferred Trust Units"*.

"FCA" means, prior to January 1, 2020, the Corporation or on or after January 1, 2020, the Trust.

"FCMIC" means Firm Capital Mortgage Investment Corporation, a publicly traded mortgage investment corporation.

"FCPT" means Firm Capital Property Trust, a publicly traded real estate investment trust.

"Gross Invested Assets" means at any time, the book value of the invested assets of the Trust and its subsidiaries, as shown on its then most recent consolidated balance sheet, plus the amount of accumulated depreciation and amortization in respect of such assets (and related intangible assets) shown thereon or in the notes thereto plus the amount of future income tax assets arising out of indirect acquisitions and excluding the amount of any receivable reflecting interest rate subsidies on any debt assumed by the Trust shown thereon or in the notes thereto, or if approved by a majority of the trustees at any time, the appraised value of the assets of the Trust and its consolidated subsidiaries may be used instead of book value. Further, all cash balances are excluded from this calculation.

"Governmental Authority" means any applicable (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, whether domestic or foreign, (ii) any subdivision, agency, commission, board or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

"Independent Trustee" has the meaning ascribed thereto under the heading *"Executive and Trustee Compensation – Trustee Compensation"*

"Intermediary" means an intermediary with which a Non-registered Unitholder may deal, including banks, trust companies, securities dealers or brokers and trustees or administrators of self-directed trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans (collectively, as defined in the Tax Act) and similar plans, and their nominees.

"Law" or **"Laws"** means all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, instruments, policies, notices, directions and judgments or other requirements of any Governmental Authority.

"Manager" means Firm Capital Realty Partners Advisors Inc. and any of its successors or permitted assignees.

"Meeting" means the annual and special meeting of the Unitholders scheduled to be held on June 5 2025, including any adjournment or postponement thereof.

"Meeting Materials" has the meaning ascribed thereto under the heading *"General Information – Non-registered Unitholders"*.

"NEOs" has the meaning ascribed thereto under the heading *"Executive and Trustee Compensation – Summary Compensation Table"*.

"Non-registered Unitholder" means a beneficial holder of securities, whose securities are held through an Intermediary.

"Notice" means the notice of the Meeting, which accompanies this Circular.

"Option Plan" means the rolling incentive stock option plan of FCA.

"**Person**" includes an individual, partnership, association, body corporate, unincorporated organization, trust, trustee, executor, administrator, legal representative, government (including any Governmental Authority), limited liability company, joint venture or any other entity, whether or not having legal status.

"**Plans**" means, collectively, the DRIP and Purchase Plan.

"**Proposed Trustees**" has the meaning ascribed thereto under the heading "*Business of the Meeting – Election of Trustees*".

"**Purchase Plan**" means the unit purchase plan of FCA.

"**Quarterly Purchase Date**" has the meaning ascribed to such term under the heading "*Additional Information – Distribution Reinvestment Plan*".

"**Reference Price**" has the meaning ascribed to such term under the heading "*Additional Information – Distribution Reinvestment Plan*".

"**Securities Act**" means the *Securities Act* (Ontario).

"**Securities Based Compensation**" has the meaning ascribed thereto in TSXV Policy 4.4 – *Security Based Compensation*.

"**Securities Based Compensation Plan**" has the meaning ascribed thereto in TSXV Policy 4.4 – *Security Based Compensation*.

"**SEDAR+**" means the System for Electronic Document Analysis and Retrieval.

"**Stock Option Plan Resolution**" has the meaning ascribed thereto under the heading "*Business of the Meeting – Re-Approval of Option Plan*".

"**Tax Act**" means, collectively, the *Income Tax Act* (Canada), including the regulations promulgated thereunder.

"**TSX**" means the Toronto Stock Exchange.

"**TSXV**" means the TSX Venture Exchange.

"**Trust**" means Firm Capital Apartment Real Estate Investment Trust.

"**Trust Units**" means the trust units of the Trust.

"**Unitholder**" means, at any time, a holder of Trust Units.

"**U.S.**" or "**United States**" means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

"**Website**" has the meaning ascribed thereto under the heading "*General Information – Notice and Access*".

GENERAL INFORMATION

Introductory Information

This Circular is furnished in connection with the solicitation of proxies by or on behalf of the management of FCA for use at the Meeting scheduled to be held on June 5, 2025 at 11:30 a.m. (Toronto time), or any adjournment or postponement thereof, at 163 Cartwright Avenue, Toronto, Ontario, M6A 1V5 for the purposes set out in the accompanying Notice.

Information in this Circular

The information contained in this Circular is given as of April 23, 2025 except where otherwise noted and except that, where applicable, information in documents included in this Circular as appendices is given as of the dates noted therein. All dollar amounts in this Circular are in U.S. dollars unless specifically indicated otherwise.

No person is authorized to give any information or to make any representation other than those contained in this Circular and, if given or made, such information or representation should not be relied upon as having been authorized by FCA. The delivery of this Circular shall not, under any circumstances, create an implication that there has not been any change in the information set forth herein since the date of this Circular.

All capitalized terms used in this Circular but not otherwise defined herein have the meanings set forth under "*Glossary of Terms*".

Currency

The financial statements of the Corporation and Trust and certain financial information contained in this Circular are reported in U.S. dollars, unless otherwise indicated.

This Circular contains references to United States dollars and Canadian dollars. All dollar amounts referenced, unless otherwise indicated, are expressed in United States dollars (\$) and Canadian dollars are referred to as "C\$".

Unless otherwise stated, any United States dollar amounts which have been converted from Canadian dollars have been converted at an exchange rate of C\$1.00 = \$0.6952, the daily exchange rate for converting Canadian dollars into United States dollars, as quoted by the Bank of Canada on December 31, 2024.

GENERAL PROXY INFORMATION CONCERNING THE MEETING

Date, Time and Place of Meeting

The Meeting will be held on June 5, 2025 at 11:30 a.m. (Toronto time) at 163 Cartwright Avenue, Toronto, Ontario, M6A 1V5.

Proxy-Related Matters

Solicitation of Proxies

This Circular is provided in connection with the solicitation of proxies by the management of FCA for use at the Meeting for the purposes set forth in the accompanying Notice and the associated costs will be borne by FCA. The solicitation of proxies will be conducted primarily by mail. However, trustees, officers and employees of FCA may also solicit proxies by telephone, facsimile, e-mail or in person without special compensation.

Appointment and Revocation of Proxies

A form of proxy is enclosed and, if it is not your intention to be present in person at the Meeting, you are asked to complete and return the form of proxy in the envelope provided. The proxy must be executed by a Unitholder or the attorney of such Unitholder, duly authorized in writing. Proxies to be used at the Meeting must be deposited with the Trust's transfer agent, TSX Trust Company ("**TSX Trust**"), 301-100 Adelaide St W, Toronto, Ontario, M5H 4H1, Fax: (416) 595-9593 Attention: Proxy Department, or with the Trust's President and Chief Executive Officer at its office at 163 Cartwright Avenue, Toronto, Ontario, not later than 11:30 a.m. (Toronto time) on the second business day preceding the day of the Meeting, or any adjournment or postponement thereof. The persons named in the enclosed form of proxy are trustees and/or officers of the Trust.

A REGISTERED UNITHOLDER HAS THE RIGHT TO APPOINT A PERSON OR COMPANY (THAT NEED NOT BE A UNITHOLDER) TO ATTEND AND ACT FOR HIM, HER OR IT AND ON HIS, HER OR ITS BEHALF AT THE MEETING OTHER THAN THE PERSONS DESIGNATED IN THE ENCLOSED FORM OF PROXY. SUCH RIGHT MAY BE EXERCISED BY STRIKING OUT THE NAMES OF THE PERSONS DESIGNATED IN THE FORM OF PROXY AND BY INSERTING IN THE BLANK SPACE PROVIDED FOR THAT PURPOSE THE NAME OF THE DESIRED PERSON OR COMPANY, OR BY COMPLETING ANOTHER PROPER FORM OF PROXY AND, IN EITHER CASE, DELIVERING THE COMPLETED AND EXECUTED FORM OF PROXY TO THE TRUST, C/O TSX TRUST COMPANY, 301-100 ADELAIDE ST W, TORONTO, ONTARIO, M5H 4H1, AT ANY TIME PRIOR TO 11:30 A.M. (TORONTO TIME) ON JUNE 3, 2025.

If you have given a proxy pursuant to this solicitation you may revoke it as to any matter on which a vote has not already been cast pursuant to its authority, either (i) by instrument in writing executed by you or by your attorney authorized in writing and deposited either (a) at the Trust's head office on or before the second business day preceding the day of the Meeting or any adjournment thereof at which the proxy is to be used or (b) with the Chairman of the Meeting on the day of the Meeting (but prior to the commencement thereof) or any adjournment or postponement thereof, or (ii) in any other manner permitted by law.

If your Trust Units are held in the name of a nominee (such as a bank, trust company or securities broker), the nominee will seek your instructions as to how to vote the Trust Units and you should follow the voting instructions provided by the nominee

Exercise of Discretion by Proxies

The Trust Units represented by any proxy received by management will be voted for, voted against or withheld from voting by the persons named in the enclosed form of proxy in accordance with the direction of the Unitholder appointing them. If the Unitholder specifies a choice with respect to any matter to be acted upon, the Trust Units represented by such Unitholder's proxy will be voted accordingly. **In the absence of any direction to the contrary, it is intended that the Trust Units represented by proxies received by management will be voted on any ballot "for": (i) the election of the trustees referred to in this Circular; (ii) the appointment of the Trust's auditor with its remuneration to be fixed by the trustees; and (iii) the re-approval of the option plan of the Trust.** The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to matters not specifically mentioned in the Notice but which may properly come before the Meeting or any adjournment or postponement thereof, and with respect to amendments or variations of matters identified in the Notice. As at the date hereof, management knows of no such amendments, variations or other matters to come before the Meeting other than the matters referred to in the Notice and routine matters incidental to the conduct of the Meeting. If any further or other business is properly brought before the Meeting, it is intended that the persons appointed as proxy will vote on such other business in such other manner as such persons then consider proper.

Notice and Access

This year, as described in the notice and access notification mailed to Unitholders of the Trust, the Trust has decided to deliver the Meeting materials to Unitholders by posting the Meeting materials on the following website: <https://docs.tsxtrust.com/2259> (the "**Website**"). The use of this alternative means of delivery is more environmentally friendly as it will help reduce paper use and it will also reduce the Trust's printing and mailing costs. The Meeting materials will be available on the Website as of the day of mailing which is currently scheduled for May 5, 2025, and will remain on the Website for one full year thereafter. The Meeting materials will also be available on SEDAR+ at www.sedarplus.ca.

No Unitholders will receive paper copies of the Meeting materials unless they specifically request paper copies. Instead all Unitholders will receive a notice and access notification which will contain information on how to obtain electronic and paper copies of the Meeting materials in advance of the Meeting. If you wish to receive a paper copy of the Meeting materials or have questions about notice-and-access please call 1-866-600-5869. In order to receive a paper copy in time to vote before the meeting, your request should be received by May 27, 2025.

The Trust will send its proxy-related materials directly to non-objecting beneficial owners under National Instrument 54-101. The Trust does not intend to pay for proximate intermediaries to forward the proxy-related materials and the voting instruction form to objecting beneficial owners under National Instrument 54-101. Objecting beneficial owners will not receive the materials unless the objecting beneficial owner's intermediary assumes the cost of delivery.

Non-registered Unitholders

The information in this section is of significant importance to Unitholders who do not hold their Trust Units in their own name. Only registered holders of Trust Units or the persons they appoint as their proxies are permitted to vote at the Meeting. However, in many cases, Trust Units beneficially owned by a Non-registered Unitholder are registered either (i) in the name of an Intermediary that the Non-registered Unitholder deals with in respect of the Trust Units, or (ii) in the name of a depository (a "**Depository**"), of which the Intermediary is a participant, for example The Canadian Depository for Securities Limited. Intermediaries include, for example, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans.

In accordance with the requirements of National Instrument 54-101, the Trust distributes copies of the Notice, the Circular and the form of proxy (collectively, the "**Meeting Materials**") to Depositories and Intermediaries for onward distribution to Non-registered Unitholders. Intermediaries are required to forward the Meeting Materials to Non-registered Unitholders unless a Non-registered Unitholder has waived the right to receive them. The Trust will be sending Meeting Materials using notice-and-access. These securityholder materials are being sent to both registered and Non-registered Unitholders. If you are a Non-registered Unitholder, and the Trust or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf. By choosing to send these materials to you directly, the Trust (and not the Intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

Intermediaries often use service companies to forward the Meeting Materials to Non-registered Unitholders. Generally, Non-registered Unitholders who have not waived the right to receive Meeting Materials will either (i) be given a form of proxy which has already been signed by the Intermediary, which is restricted as to the number of Trust Units beneficially owned by the Non-registered Unitholder, but which is otherwise uncompleted, or (ii) more typically, be given an unsigned voting instruction form which must be properly completed and signed by the Non-registered Unitholder and returned to the Intermediary or the Depository.

In the former case, the Non-registered Unitholder who wishes to submit a proxy should properly complete the form of proxy and submit it to TSX Trust at the address set forth in the Notice. In the latter case, the Non-registered Unitholder will usually be given a page of instructions which contains a removable label containing a bar-code and other information. In order for the voting instruction form to validly constitute a proxy authorization form, the Non-registered Unitholder must remove the label from the instructions and affix it to the form, properly complete and sign the form and submit it to the Intermediary or Depository in accordance with the instructions of the Intermediary or Depository.

The purpose of these procedures is to permit Non-registered Unitholders to direct the voting of the Trust Units they beneficially own. Should a Non-registered Unitholder wish to attend and vote at the Meeting, or any reconvened meeting following any adjournment thereof, in person (or have another person or company attend and vote on their behalf), the Non-registered Unitholder should strike out the persons named in the proxy and insert the Non-registered Unitholder or such other person's name in the blank space provided or, in the case of the proxy authorization form, follow the corresponding instructions on the form. In either case, Non-registered Unitholders should carefully follow the instructions of their Intermediary or Depository, including those regarding when and where the proxy or proxy authorization form is to be delivered and may be revoked.

Record Date and Quorum

April 23, 2025 is the record date for the purpose of determining those Unitholders entitled to receive notice of and to vote at the Meeting. If you held Trust Units as of the close of business on the record date, you have the right to cast one vote per Trust Unit on any resolution to be voted upon at the Meeting.

Pursuant to the Declaration of Trust a quorum for the transaction of business at any meeting of Unitholders is two persons present in person or represented by proxy, and such persons holding or representing by proxy not less in aggregate than 10% of the total number of outstanding Trust Units.

AUTHORIZED CAPITAL, VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The Declaration of Trust authorizes the issuance of an unlimited number of three classes of units, namely "Trust Units", "Class B Units" and "Special Voting Units". Special Voting Units are only issued in tandem with the issuance of securities exchangeable into Trust Units. As at the date hereof, the Trust has no Class B Units or Special Voting Units outstanding and 7,604,375 Trust Units outstanding.

In respect of each matter to be voted upon at the Meeting, Unitholders are entitled to one vote for each Trust Unit registered in their name as at the close of business on April 23, 2025, even if a Unitholder disposes of their Trust Units after that date.

To the knowledge of the Trust's trustees and officers, as at April 23, 2025, based upon searches of the public record, only one individual, Pat DiCapo, controls and/or has beneficial ownership of more than 10% of the outstanding Trust Units, 813,514 Trust Units, representing approximately 10.7% of the votes attached to the outstanding Trust Units.

BUSINESS OF THE MEETING

Financial Statements and Auditor's Report

The audited financial statements of FCA for the year ended December 31, 2024 will be placed before the Meeting. No formal action will be taken at the Meeting to approve the annual financial statements.

Election of Trustees

The Declaration of Trust provides that there shall be no fewer than three and no more than fifteen trustees, with the actual number of trustees within that range to be determined from time to time by the Unitholders or by the trustees. Presently, the Trust has nine trustees.

It is the intention of the persons named in the enclosed form of proxy for use at the Meeting (in the event that authority is not withheld) to vote in favour of the election of each of the nominees listed below (collectively, the "**Proposed Trustees**"), as trustees, to hold office until the close of the annual meeting of Unitholders in 2026 or until their successors are duly elected or appointed. Management does not contemplate that the Proposed Trustees will be unable to serve as trustees but, if that should occur for any reason prior to the Meeting, the persons named in the enclosed form of proxy will vote for another nominee as management may recommend unless the Unitholder has specified in the form of proxy that its Trust Units are to be withheld from voting in the election of trustees.

The following table states the names of all the Proposed Trustees, their municipality, province or state and country of residence, their principal occupation, their position in the Trust (if any), the period during which each Proposed Trustee served as a trustee of the Trust (or director of the Corporation) and the number of Trust Units beneficially owned, directly or indirectly, or over which control or direction is exercised by each of them at the date of this Circular. The term of each of the current trustees expires at the close of the Meeting.

Name and Municipality of Residence	Position with the Trust	Trustee or Officer of the Trust Since	Principal Occupation	Number of Trust Units Beneficially Owned or Over Which Control or Direction is Exercised ⁽¹⁰⁾
GEOFFREY BLEDDIN ⁽⁹⁾ Antigua, W.I.	Trustee and Chairman of the Board	July 20, 2016	Corporate Director, Trustee of FCPT and a director of FCMIC	124,000 ⁽¹⁾ (1.6%)
ELI DADOUCH Toronto, Ontario,	Trustee, Vice Chairman	July 20, 2016	President of Firm Capital Corporation, President and CEO of FCMIC and Vice	359,593 ⁽²⁾ (4.7%)

Canada			Chair & Co-Chief Investment Officer of FCPT	
PAT DICAPO ⁽⁹⁾ Toronto, Ontario, Canada	Trustee	July 20, 2016	Founder and Chief Executive Officer of PowerOne Capital Markets Limited	813,514 ⁽³⁾ (10.7%)
SANDY POKLAR Toronto, Ontario, Canada	Trustee, President and Chief Executive Officer	July 20, 2016	COO and Managing Director, Capital Markets & Strategic Developments for Firm Capital Corporation. CFO & Trustee, FCPT	14,839 ⁽⁴⁾ (0.2%)
KEITH L. RAY ⁽⁹⁾ Toronto, Ontario, Canada	Trustee	December 30, 2013	Chief Executive Officer, Realvest Management Inc., formerly Partner of KPMG LLP	70,373 ⁽⁵⁾ (0.9%)
VALENTINA KALYK Toronto, Ontario, Canada	Trustee	February 12, 2020	Corporate Director	5,200 (0.1%)
HOWARD SMUSCHKOWITZ Toronto, Ontario, Canada	Trustee	July 20, 2016	Trustee of FCPT and President of Total Body Care Inc.	195,802 ⁽⁶⁾ (2.6%)
JONATHAN MAIR Toronto, Ontario, Canada	Trustee	September 15, 2020	COO of FCMIC and Trustee of FCPT	2,100 ⁽⁷⁾ (0.0%)
ROBERT PARKER Toronto, Ontario, Canada	Trustee	September 15, 2020	Vice President, Investments & Asset Management for the Muzzo Group and Pemberton Developments	-

Notes:

- (1) Mr. Bledin holds 124,000 Trust Units through Nuvola Holdings Ltd., an entity Mr. Bledin controls.
- (2) Mr. Dadouch controls these Trust Units through entities he either indirectly controls or manages on behalf of other entities
- (3) Mr. DiCapo owns 638,846 of the Trust Units through PowerOne Capital Corp. and 174,668 of the Trust Units through CapitalOne Asset Management Limited.
- (4) Mr. Poklar owns 5,399 of the Trust Units through 2332384 Ontario Inc., an entity Mr. Poklar controls.
- (5) Mr. Ray holds 60,373 of the Trust Units through Raykay Corporation, an entity Mr. Ray controls and 10,000 of the Trust Units in a RRIF.
- (6) Mr. Smuschkowitz holds 176,902 of the Trust Units through Fieldglen Investment Inc., an entity Mr. Smuschkowitz controls.
- (7) Mr. Mair holds 2,100 Trust Units through Zincorp Inc, an entity Mr. Mair controls.
- (8) Figures expressed on a non-diluted basis.
- (9) Member of the audit committee.
- (10) Individual trustees have furnished information as to the Trust Units beneficially owned by them, directly or indirectly, or over which they exercise control or direction.

Each nominee has confirmed his/her eligibility and willingness to serve as a trustee if elected and, in the opinion of the Board and management of FCA, the Proposed Trustees are qualified to act as trustees of the Trust.

The following are brief biographies for each of the Proposed Trustees by management to be nominated for election as trustees:

Geoffrey Bledin, Trustee and Chairman

Geoffrey Bledin, a retired chartered accountant, was the past President and Chief Executive Officer of The Equitable Trust Company from 1990 to 2007 (a deposit taking institution that specializes in residential and commercial real estate lending). Prior to 1990 Mr. Bledin was a partner at Price Waterhouse. Mr. Bledin is also a director of FCMIC and a trustee of FCPT.

Eli Dadouch, Trustee and Vice Chairman

Eli Dadouch is President, CEO and a director of FCMIC, a Vice Chair & Co-Chief Investment Officer and Trustee of FCPT and President of the Manager.

Pat DiCapo, Trustee

Pat DiCapo is the Founder and Chief Executive Officer of PowerOne Capital Markets Limited ("**PowerOne**"). Since founding PowerOne, Mr. DiCapo has been involved in over 400 transactions involving emerging private and public companies with a total value in excess of \$3 billion. Prior to founding PowerOne, Pat worked at Smith Lyons LLP (now Gowling WLG) in Toronto and with Goodwin Procter LLP in Boston, MA. Pat is a graduate of Osgoode Hall Law School and a member of the Ontario Bar Association and the Law Society of Upper Canada.

Sandy Poklar, Trustee, President and Chief Executive Officer

Sandy Poklar, CPA, CA is also currently the Chief Operating Officer and Managing Director, Capital Markets & Strategic Developments for Firm Capital Corporation, Executive Vice President & Managing Director, Finance for FCMIC and the Chief Financial Officer and Trustee for FCPT. Sandy is currently a Trustee for True North Commercial REIT (a publicly traded REIT) and was a director of Genesis Land Development Corporation (a publicly traded real estate company). Prior to joining Firm Capital, Sandy was employed at Macquarie Capital and TD Securities where he was a Vice President and an Associate in their Real Estate Investment Banking Groups, respectively. Sandy is a Chartered Professional Accountant (CPA, CA) and has his ICD.D designation.

Keith L. Ray, Trustee

Keith Ray served for 27 years as a partner at KPMG LLP, where, among other duties, he carried the role of audit partner and relationship partner for H&R REIT from its inception in 1996 until his retirement in 2007. In addition, Mr. Ray was audit partner for Firm Capital Mortgage Investment Trust (now FCMIC (TSX: FC)), an income trust, which operated as a mortgage lender primarily in Ontario. Mr. Ray is currently a member of the board of directors of FCMIC. Mr. Ray holds a B. Comm from the University of Toronto and a Chartered Professional Accountant, Chartered Accountant (CPA, CA) designation.

Valentina Kalyk, Trustee

Valentina brings over 20 years of capital markets experience. Until her recent retirement, she spent 15 years with Canaccord Genuity where she was a Managing Director and senior member of the institutional equity sales team, with a dedicated focus to REITs and real estate.

Howard Smuschkowitz, Trustee

Howard Smuschkowitz is currently an Independent Trustee of FCPT and President of Total Body Care Inc. ("**Total Body Care**"), a manufacturer of private label health and beauty aid products, since 2011. Prior to joining Total Body Care, he was President of Homeland Self Storage from 2005 until its sale in 2011 and President of Concord Confections Inc. (Dubble Bubble) from 1986 to 2004, when the company was sold to Tootsie Roll Industries, Inc.

Jonathan Mair, Trustee

Jonathan first joined Firm Capital Corporation in 1997 and is COO and head of all credit strategies and lending. Since 1999, Jonathan has been on the board of directors of FCMIC, as well as previously the CFO and currently COO. Since 2013, Jonathan has been a member of the board of trustees of FCPT. Prior to joining Firm Capital, Jonathan was with KPMG LLP. Jonathan holds a CPA (CA) designation and was with the insolvency group as a Trustee in Bankruptcy, specializing in real estate.

Robert Parker, Trustee

Robert is currently the Vice, President, Investments & Asset Management for the Muzzo Group and Pemberton Developments. Robert is a graduate of the Faculty of Law at Queens University and has his J.D. designation.

Corporate Cease Trade Orders, Bankruptcies, Penalties or Sanctions

Corporate Cease Trade Orders

To the best of the knowledge of FCA and based upon information provided to it by each of the Proposed Trustees for election to the Board, no Proposed Trustee of the Trust is, as at the date hereof, or has been, within 10 years before the date hereof, a director, chief executive officer or chief financial officer of any company (including FCA) that:

- (i) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days that was issued while the Proposed Trustee was acting in the capacity as director, chief executive officer or chief financial officer; or
- (ii) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days that was issued after the Proposed Trustee ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

Bankruptcies and Other Proceedings

No Proposed Trustee of FCA is, as at the date hereof, or has been within 10 years prior to the date hereof, a director or executive officer of any company (including the Trust) 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, receiver manager or trustee appointed to hold its assets.

No Proposed Trustee of FCA has, within the 10 years prior to the date hereof, 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 the assets of the Proposed Trustee.

Penalties and Sanctions

No Proposed Trustee of FCA has been subject to:

- (i) 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
- (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important in deciding whether to vote for a Proposed Trustee.

UNLESS SUCH AUTHORITY IS WITHHELD, THE PERSONS NAMED IN THE ACCOMPANYING FORM OF PROXY WILL VOTE FOR THE ABOVE PROPOSED TRUSTEES.

Appointment of Auditor

Prior to August 28, 2024, the Trust's auditors were RSM Canada LLP. On August 28, 2024, RSM Canada LLP resigned at the request of the Board and the Trust appointed MNP LLP, as the Trust's successor auditors. A copy of the change of auditor package that was filed on SEDAR+ is attached hereto as Appendix D.

At the Meeting, Unitholders will be asked to approve a resolution appointing MNP LLP, as auditor for the Trust to hold office until the close of the next annual meeting of the Unitholders, and to authorize the trustees to fix their remuneration. The ordinary resolution must be passed by at least the majority of the votes cast at the Meeting by all Unitholders who vote in respect thereof in person or by proxy. **The trustees recommend that Unitholders vote in favour of the appointment of MNP LLP, and the authorization of the trustees to fix their remuneration.**

UNLESS SUCH AUTHORITY IS WITHHELD, THE PERSONS NAMED IN THE ACCOMPANYING FORM OF PROXY WILL VOTE FOR THE APPOINTMENT OF MNP LLP, CHARTERED PROFESSIONAL ACCOUNTANTS, AS AUDITORS OF THE TRUST, AND TO AUTHORIZE THE TRUSTEES TO FIX THEIR REMUNERATION.

The following chart summarizes the aggregate fees billed by the external auditors for professional services rendered to FCA for the periods indicated.

Category of Fees	2024 Fees (\$)	2023 Fees (\$)
Audit fees ⁽¹⁾	\$65,000	\$100,211
Audit related fees ⁽²⁾	nil	nil
Tax fees ⁽³⁾	\$80,831	\$80,831
All other fees (non-tax)	nil	nil
Total	\$181,042	\$181,042

Notes:

- (1) Refers to fees billed for audit services to RSM Canada LLP and MNP LLP.
- (2) Refers to fees for assurance and related services by the Trust's external auditor that are reasonably related to the performance of the audit or review of the Trust's financial statements
- (3) Refers to fees billed for advice related to tax compliance, tax advice and tax planning.

Re-Approval of Option Plan

At the Meeting, Unitholders will be asked to consider and approve a resolution (the "**Option Plan Resolution**") of Unitholders to re-approve the Option Plan. The Option Plan was first adopted by the Trust upon completion of the Arrangement. Pursuant to the rules of the TSXV, the Option Plan is required to be re-approved by Unitholders and the TSXV annually.

The Option Plan is summarized below under "*Executive and Trustee Compensation – Incentive Option Plan*".

The text of the Option Plan Resolution is set out in Appendix B and the Option Plan is set out in Appendix C.

In the event that the Option Plan Resolution is not approved at the Meeting, effective immediately, the Trust will no longer be able to issue new Options under the Option Plan. Previously issued Options will not be affected should the Option Plan Resolution not be approved and will remain in place until their original expiry date in accordance with the terms of the Option Plan.

The Option Plan Resolution is an ordinary resolution and must be passed by at least a majority of the votes cast at the Meeting by all Unitholders who vote in respect thereof in person or by proxy. **The trustees recommend that Unitholders vote in favour of the approval of the Option Plan Resolution.**

UNLESS INSTRUCTED TO VOTE AGAINST, THE PERSONS NAMED IN THE ACCOMPANYING FORM OF PROXY WILL VOTE FOR THE OPTION PLAN RESOLUTION.

EXECUTIVE AND TRUSTEE COMPENSATION

Compensation Discussion and Analysis

None of the Trust's named executive officers, being Sandy Poklar (President and Chief Executive Officer), Claudia Alvarenga (Chief Financial Officer) or Mordechai Roth (Chief Financial Officer) were employed by the Trust in the

fiscal year ended December 31, 2024. As a result of the Trust's arrangements with the Manager, the Trust employs three full-time employees that have historically provided a broad range of services to the Trust (and prior thereto, the Corporation) including property management, maintenance, administration, leasing and management. Additional staffing such as senior management including the Chief Executive Officer ("**CEO**") and Chief Financial Officer ("**CFO**") and accounting staff are employed by the Manager and are compensated from fees received under the Asset Management, Property Management and Mortgage Banking Agreement. As such, the trustees have determined that the Trust does not require a compensation committee. Instead, the entire Board is responsible for compensation matters, to the extent applicable, including the process for determining compensation. In light of the Trust's arrangement with the Manager, the Board does not believe it to be necessary to formally consider the implications of the risks associated with the Trust's compensation policies and practices.

The services provided under the terms of the Asset Management, Property Management and Mortgage Banking Agreement include the appointment on an annual basis, at the Manager's sole discretion, of members of the Manager's senior management team to act as CEO, CFO and Vice President, Investment Portfolio Management ("**VP**") of the Trust, for whose services the Trust pays the Manager a fixed fee of \$50,000 per annum for each of the CEO, CFO and VP until the Trust's Gross Invested Assets (as such term is defined in the Asset Management, Property Management and Mortgage Banking Agreement) are equivalent to \$100,000,000 or more, at which time 50% of the CEO and CFO compensation is paid by the Manager while the remainder is paid by the Trust. Once the Trust's Gross Invested Assets are equivalent to \$100,000,000 or more, the Trust shall internalize the position of VP and the above fee arrangement will be terminated, thereafter all costs associated with the VP will be assumed by the Trust. In the event that the Gross Invested Assets go below \$100,000,000 after they exceeded \$100,000,000 at one point or another, 50% of CEO and CFO compensation will still be paid by the Manager while the remainder will be paid by the Trust. Notwithstanding the foregoing provision, to date neither the CEO nor the CFO have received any cash compensation from the Manager for the provision of services to the Trust. The Manager is 100% owned by an entity under the control, direction and management of Eli Dadouch, the Vice Chairman and a trustee of the Trust. Details regarding the termination provisions of the Asset Management, Property Management and Mortgage Banking Agreement can be found below under the heading Termination Benefits. Further details of the terms of the management agreement can be found in the Corporation's information circular dated November 5, 2019 under the headings "*The Corporation – Asset Management, Property Management and Mortgage Banking Agreement*" and "*The Trust - Asset Management, Property Management and Mortgage Banking Agreement*".

The trustees are responsible for implementing a process for reviewing the adequacy and form of compensation of trustees and ensuring that compensation realistically reflects the responsibilities and risk involved in being a trustee. The Trust requires that remuneration be at a level that will attract and motivate competent trustees. Compensation is also based on the compensation of trustees and directors of similarly situated issuers. In order to ensure an objective process for determining compensation, the trustees, through the Manager, review compensation paid to trustees of various real estate investment trusts and other publicly traded companies.

Although the Trust has no formal compensation arrangements in place with the Trust's officers and, in particular, the NEOs, the Trust may provide a long-term incentive by granting options pursuant to the Option Plan. The options granted permit certain key individuals, including the Trust's trustees and the NEOs, to acquire Trust Units at an exercise price equal to the Market Price of such Trust Units under option at the date the option is granted. The objective of granting options is to encourage trustees and executives to acquire an ownership interest in the Trust over a period of time, which acts as a financial incentive for such persons to consider the Trust's long-term interests and those of the Unitholders.

Deferred Trust Units

The Board administers the DTU Plan and determines which members of the Board are eligible to participate (the "**DTU Participants**", each trustee being a "**DTU Participant**") and to whom awards of deferred trust units ("**DTUs**", each a "**DTU**") will be made.

Distribution equivalents are awarded in respect of DTUs in a DTU Participant's account on the same basis as if the DTU Participant was a Unitholder on the relevant record date, and the distribution equivalents are credited to the DTU Participant's account as additional DTUs (or fractions thereof).

The maximum number of DTUs which may be awarded under the DTU Plan is 102,006 or such greater number as may be approved from time to time by an ordinary resolution of the Unitholders, and the aggregate value of DTUs awarded to DTU Participants within any one-year period under the DTU Plan together with all other security based compensation arrangements of the Trust, if any, shall not exceed \$150,000 in value of equity per DTU Participant.

Upon a DTU Participant ceasing to be a member of the Board, he or she may during the period commencing on the first business day following the date on which the DTU Participant ceases to be a trustee of the Trust and its affiliate (the "**Termination Date**") and ending on the 90th day following the Termination Date elect to receive net of any applicable withholding taxes: (i) a cash payment equal to the number of DTUs credited to the DTU Participant's account as of the Termination Date, multiplied by the closing price of the Trust Units on the TSXV averaged over the five (5) consecutive trading days immediately preceding the Termination Date; (ii) Trust Units purchased on the DTU Participant's behalf on the open market by a broker; or (iii) a combination thereof. Notwithstanding the foregoing, the Trust has the absolute discretion, subject to any necessary Unitholder and regulatory approvals, to issue to the DTU Participant such number of Trust Units from treasury as equal the number of DTUs, net of the number of DTUs that would equal the applicable withholding taxes recorded in the DTU Participant's account on the Termination Date. In the absence of the giving of a notice of redemption, the DTU Participant will be deemed to have elected a cash payment. In the event of death of a DTU Participant, no notice of redemption shall be required and the Trust shall within 90 days of death, in the case of a U.S. DTU Participant, or one (1) calendar year in the case of a non-U.S. DTU Participant, make a lump sum cash payment for the benefit of the trustee, administrator or other legal representative of the individual. The lump sum cash payment would be equivalent to the cash payment on the Termination Date.

The Board may from time to time amend, suspend or terminate the DTU Plan in whole or in part without further Unitholder approval; however, the DTU Plan sets out what the Board may and may not do, without obtaining the approval of Unitholders, in respect of amendments to the DTU Plan. A full copy of the DTU Plan will be made available to Unitholders upon request.

Incentive Option Plan

The purpose of the Option Plan is to: (i) encourage stock ownership by Eligible Persons (as defined in the Option Plan) (and also referred to herein as "**Participants**"); (ii) increase the proprietary interest of Eligible Persons in the success of FCA; (iii) encourage Eligible Persons to remain with FCA; and (iv) attract new trustees, employees and officers.

The Option Plan is a rolling plan with FCA authorized to issue that number of options which is 10% of the issued and outstanding Trust Units at the date of the grant of options, less the aggregate number of Trust Units reserved for issuance or issuable under any Securities Based Compensation Plan(s).

The Option Plan is subject to the following restrictions:

- (i) FCA must not grant an option where the aggregate number of Trust Units reserved for issuance under options may exceed 10% of the outstanding Trust Units from time to time;
- (ii) any individual unit option grant that would result in the number of Trust Units issued to any individual in any twelve (12) month period under the Option Plan exceeding 5% of the issued Trust Units, less the aggregate number of Trust Units reserved for issuance or issuable under any other Securities Based Compensation Plan(s) of the Trust requires the approval of a majority of the votes cast by the Unitholders eligible to vote at a Unitholders' meeting, excluding votes attaching to Trust Units beneficially owned by insiders and their associates;
- (iii) the maximum number of Trust Units which may be issued to any Consultant (as defined in the Option Plan) in any twelve (12) month period under the Option Plan may be no more than two percent (2%) of the outstanding Trust Units;
- (iv) the aggregate number of options granted to all Persons conducting "Investor Relations Activities" in any 12 month period must not exceed, in the aggregate, 2% of the outstanding Trust Units;

- (v) the maximum aggregate number of Trust Units that are issuable pursuant to all Securities Based Compensation granted or issued to Insiders (as defined in the Option Plan) as a group must not exceed 10% of the outstanding Trust Units from time to time (unless the Trust has obtained the requisite disinterested Unitholder approval); and
- (vi) the maximum aggregate number of Trust Units that are issuable pursuant to all Security Based Compensation granted or issued in any 12-month period to Insiders (as defined in the Option Plan) as a group must not exceed 10% of the Trust Units, calculated as at the date any Security Based Compensation is granted or issued to any Insider (unless the Trust has obtained the requisite disinterested Unitholder approval).

Material Terms of the Option Plan

The following is a summary of the material terms of the Option Plan:

- any trustee, director, officer, employee or consultant of the Trust or any of its subsidiaries are eligible to receive grants of options under the Option Plan;
- options granted under the Option Plan are non-assignable and non-transferable, other than by will or by the laws of descent;
- options granted under the Option Plan are exercisable for a maximum of 10 years from the date of grant;
- in the case of options granted to a Participant who is an employee, consultant, consultant company or management company employee, the Participant must be a bona fide employee, consultant, consultant company or management company employee, as the case may be, of FCA or its subsidiaries;
- except as otherwise determined by the Board:
 - (A) if a Participant who is a non-executive trustee of FCA ceases to be an Eligible Person as a result of his or her retirement from the Board other than termination for cause, each unvested option held by such Participant shall automatically vest on the date of his or her retirement from the Board, and thereafter each vested option held by such Participant will cease to be exercisable on the earlier of the original expiry date of the option and six (6) months after the date of his or her retirement from the Board;
 - (B) if the Board service, consulting relationship, or employment of a Participant with FCA or its subsidiaries terminated for cause, each vested and unvested option held by the Participant will automatically terminate and become void on the Termination Date (as defined in the Option Plan);
 - (C) if a Participant dies, the legal representative of the Participant may exercise the Participant's vested options for a period until the earlier of the original expiry date of the option and 12 months after the date of the Participant's death, but only to the extent the options were by their terms exercisable on the date of death. For greater certainty, all unvested Options held by a Participant who dies shall terminate and become void on the date of death of such Participant.
 - (D) if a Participant ceases to be an Eligible Person for any reason whatsoever other than referred to in (A) to (C) above, each vested option held by the Participant will cease to be exercisable on the earlier of the original expiry date of the option and six (6) months after the Termination Date.
 - (E) if a Participant who is an officer of the Trust ceases to be an Eligible Person as a result of such officer's termination without cause or resignation for Good Reason, any unvested options as of the date of termination will be accelerated and become immediately fully vested as of such date. Such options will be exercisable by the officer for a period of up to one year following the date of termination.

- provided the Trust Units are listed on the TSXV, the exercise price of each option will be set by the Board on the date such option is granted, and will not be less than the Market Price (as defined in the Option Plan);
- in the event of an actual or potential Change of Control Event (as defined in the Option Plan), the Board may, in its discretion, without the necessity or requirement for the agreement of any Participant:
 - (A) accelerate, conditionally or otherwise, on such terms as it sees fit, the vesting date of any option, except that it may not accelerate those options that are granted to persons performing Investor Relations Activities (as defined in the Option Plan) without prior written approval of the TSXV;
 - (B) permit the conditional exercise of any option, on such terms as it sees fit;
 - (C) otherwise amend or modify the terms of the option, including for greater certainty permitting Participants to exercise any option, to assist the Participants to tender the underlying Trust Units to, or participate in, the actual or potential Change of Control Event or to obtain the advantage of holding the underlying Trust Units during such Change of Control Event; and
 - (D) terminate, following the successful completion of such Change of Control Event, on such terms as it sees fit, the options not exercised prior to the successful completion of such Change of Control Event.

Summary Compensation Table

The following discussion is intended to supplement the information concerning executive compensation that appears in the table that follows. The executive officers of the Trust are employed by the Manager and the Trust does not determine the amounts payable to such executive officers or, directly or indirectly, pay any compensation to them. The disclosure below is provided to comply with applicable Canadian securities laws.

The following table provides a summary of compensation earned during the years ended December 31, 2024, December 31, 2023 and December 31, 2022 by the Chief Executive Officer and the Chief Financial Officer (collectively, the "NEOs"). The information below sets out information concerning compensation paid by the Manager to the NEOs that was attributable to the services the NEOs provided to the Trust.

Name and Principal Position	Year	Salary (\$)	Unit-based awards	Option-based awards ⁽¹⁾ (\$)	Non-equity incentive plan compensation		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans (\$)	Long-term incentive plans (\$)			
SANDY POKLAR President, Chief Executive Officer and Trustee ⁽²⁾	2024	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2023	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
CLAUDIA ALVARENGA Chief Financial Officer ⁽³⁾	2024	\$154,168	Nil	Nil	Nil	Nil	Nil	Nil	\$154,168
	2023	\$132,008	Nil	Nil	Nil	Nil	Nil	Nil	\$132,008
	2022	\$43,269	Nil	Nil	Nil	Nil	Nil	Nil	\$43,269
MORDECHAI ROTH Chief Financial Officer ⁽⁴⁾	2024	\$15,977	Nil	Nil	Nil	Nil	Nil	Nil	\$15,977

Notes:

- (1) Option Based Awards valuation is based on the Black-Scholes option pricing model for their respective years. For 2024, no Option Based Awards were issued.

- (2) The NEOs do not receive any compensation for acting as non-Independent Trustees. See "*Corporate Governance – Compensation*".
- (3) Effective September 30, 2022, Ms. Alvarenga was appointed Chief Financial Officer. Ms. Alvarenga resigned on November 15, 2024.
- (4) Effective November 15, 2024, Mr. Roth was appointed Chief Financial Officer.

Incentive Plan Awards

The table below sets forth information related to options held by the NEOs and non-Independent Trustees as at the end of the Trust's most recently completed financial year.

Name	Option-based Awards				Unit-based Awards	
	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiry Date	Value of Unexercised In-the-Money Options (\$)	Number of Units that have not Vested (\$)	Market or Payout Value of Unit-based Awards that have not Vested (\$)
SANDY POKLAR President and Chief Executive Officer and Non-Independent Trustee	37,800	\$8.30	November 19, 2028			
	61,717	\$7.50	August 17, 2027	Nil	Nil	Nil
CLAUDIA ALVARENGA Chief Financial Officer	Nil	Nil	N/A	Nil	Nil	Nil
MORDECHAI ROTH Chief Financial Officer	Nil	Nil	N/A	Nil	Nil	Nil
ELI DADOUCH Non-Independent Trustee	67,000	\$8.30	November 19, 2028			
	128,321	\$7.50	August 17, 2027	Nil	Nil	Nil

Note:

(1) Options are 'in the money' if the market price of the Trust Units is greater than the exercise price of the options. The value of such options is the product of the number of Trust Units multiplied by the difference between the exercise price and the closing market price on the financial year end. Options which were not vested at the financial year end are not included in this value. On December 31, 2024, the closing price of the Trust Units traded on the TSXV under the trading symbol "FCA.U" was \$3.65

The following table provides a summary of the value vested or earned for incentive plan awards for each NEO and non-Independent Trustees during the Trust's most recently completed financial year.

Name	Option-based Awards – Value Vested during the Year (\$)	Unit-based Awards – Value Vested during the Year (\$)	Non-equity Incentive Plan Compensation – Value Earned during the Year (\$)
Sandy Poklar	Nil	Nil	Nil
Claudia Alvarenga	Nil	Nil	Nil
Mordechai Roth	Nil	Nil	Nil
Eli Dadouch	Nil	Nil	Nil

Hedging and Compensation Risk

The NEOs and trustees of the Trust are not formally prohibited from purchasing financial instruments designed to hedge or offset a decrease in the market value of Trust Units, including Trust Units granted as or underlying Trust Unit-based compensation or otherwise held directly or indirectly by a NEO or a trustee.

In light of the Trust's arrangement with the Manager, the Board does not believe it to be necessary to formally consider the implications of the risks associated with the Trust's compensation policies and practices.

Termination Benefits

The Asset Management, Property Management and Mortgage Banking Agreement has an initial term of ten years with automatic renewal for successive five year terms. The Trust may terminate the Asset Management, Property Management and Mortgage Banking Agreement any time after November 1, 2030 other than for cause upon the approval of two-thirds of the votes cast by Unitholders at a meeting and upon 24 months' prior written notice. Upon termination, the Trust will pay to the Manager the greater of: (A) a fee equal to 2% of the Gross Invested Assets of the Properties and the Trust's other assets, as reflected in the Trust's most recent financial statements immediately preceding the date that is twelve months prior to the receipt by the Manager of notice termination or non-renewal; (B) 2% of the Trust's assets under administration on the date on which the Manager received the notice of termination. In addition, any amounts which would have been earned by the Manager under the Asset Management, Property Management and Mortgage Banking Agreement in respect of the uncompleted portion of the term of the Asset Management, Property Management and Mortgage Banking Agreement which includes the notice period (for each year or portion thereof in the uncompleted portion of the term, based on the most recently completed fully operational four quarters prior to the occurrence of such termination), which, in either case, shall be satisfied by the payment of cash (collectively the "**Termination Payment**"). For greater certainty, in calculating the foregoing amounts, the amounts payable to the Manager (or part thereof) during the balance of the term of the Asset Management, Property Management and Mortgage Banking Agreement shall be based on those which were payable to the Manager in the immediately preceding fully operational four quarters prior to the termination or breach. Payment will be 100% of the Termination Payment as outlined above on all assets of the Trust.

If the Asset Management, Property Management and Mortgage Banking Agreement was terminated by the Trust other than for cause as of December 31, 2024, it is estimated that the Trust would be required to pay the Manager approximately \$4 million.

A copy of the Asset Management, Property Management and Mortgage Banking Agreement is also available at www.sedarplus.ca.

Trustee Compensation

The following table shows the fee amounts earned by individual non-employee and non-executive trustees (the "**Independent Trustees**") in respect of their membership on the Board and its committees for the fiscal year ended December 31, 2024:

Name	Annual Fee (\$)	Share-based Award (\$)	Non-equity Incentive Plan Compensation (\$)	Pension Value (\$)	Total Fees Earned (\$)
GEOFFREY BLEDIN	\$18,000	Nil	Nil	Nil	\$18,000
PAT DICAPO	\$15,000	Nil	Nil	Nil	\$15,000
KEITH L. RAY	\$15,000	Nil	Nil	Nil	\$15,000
VALENTINA KALYK	\$15,000	Nil	Nil	Nil	\$15,000
HOWARD SMUSCHKOWITZ	\$15,000	Nil	Nil	Nil	\$15,000
JONATHAN MAIR	\$15,000	Nil	Nil	Nil	\$15,000
ROBERT PARKER	\$15,000	Nil	Nil	Nil	\$15,000
TOTAL	\$108,000	Nil	Nil	Nil	\$108,000

Note:

- (1) The Trust pays each Independent Trustee an annual retainer of USD\$15,000. The Trust pays an annual Board chair retainer of USD\$18,000. The Trust pays such fees with Trust Units at a price determined by the Board, but not less than the net asset value of the Trust. The non-Independent Trustees did not receive any remuneration from the Trust for serving as trustees in the fiscal year ended December 31, 2023.

For the fiscal year ended December 31, 2024, the Chairman of the Board and each trustee that is independent (as such term is defined in National Instrument 52-110 – *Audit Committees*) received remuneration as outlined above. The trustees' compensation is subject to such amendments as the Independent Trustees may determine from time to time, and the trustees are entitled to reimbursement of their out-of-pocket expenses incurred in acting as trustees. The Trust's trustees are entitled to participate in the Option Plan.

Incentive Plan Awards – Independent Trustees

The following table provides a summary of all outstanding Options granted to the Independent Trustees to purchase or acquire securities of the Trust, as at December 31, 2024.

Name	Option Based Awards				Unit Based Awards		
	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (per trust unit)	Option Expiration Date	Value of Unexercised "In the Money" Options ⁽¹⁾	Number of Trust Units that have not vested	Market or payout value of Trust Unit-based awards that have not vested	Market or payout value of vested Trust Unit-based awards not paid out or distributed
GEOFFREY BLEDIN	16,000	\$8.30	November 19, 2028	Nil	Nil	Nil	Nil
	14,000	\$7.50	August 17, 2027				
VALENTINA KALYK	17,500	\$8.30	March 16, 2031	Nil	Nil	Nil	Nil
	12,500	\$7.50	March 16, 2031				
PAT DICAPO	35,000	\$8.30	November 19, 2028	Nil	Nil	Nil	Nil
	40,247	\$7.50	August 17, 2027				
KEITH RAY	16,000	\$8.30	November 19, 2028	Nil	Nil	Nil	Nil
	14,000	\$7.50	August 17, 2027				
HOWARD SMUSCHKOWITZ	16,000	\$8.30	November 19, 2028	Nil	Nil	Nil	Nil
	53,371	\$7.50	August 17, 2027				
JONATHAN MAIR	17,500	\$8.30	March 16, 2031	Nil	Nil	Nil	Nil

	12,500	\$7.50	March 16, 2031				
ROBERT PARKER	17,500	\$8.30	March 16, 2031	Nil	Nil	Nil	Nil
	12,500	\$7.50	March 16, 2031				

Note:

- (1) Options are 'in the money' if the market price of the Trust Units is greater than the exercise price of the options. The value of such options is the product of the number of Trust Units multiplied by the difference between the exercise price and the closing market price on the financial year end. Options which were not vested at the financial year end are not included in this value. On December 31, 2024, the closing price of the Trust Units traded on the TSXV under the trading symbol "FCA.U" was \$3.65.

The following table provides a summary of the value vested or earned for incentive plan awards for each of the Independent Trustees during the fiscal year ended December 31, 2024:

Name	Option-based Awards – Value Vested during the Year ⁽¹⁾ (\$)	Unit-based Awards – Value Vested during the Year (\$)	Non-equity Incentive Plan Compensation – Value Earned during the Year (\$)
GEOFFREY BLEDIN	Nil	Nil	Nil
VALENTINA KALYK	Nil	Nil	Nil
PAT DICAPO	Nil	Nil	Nil
KEITH RAY	Nil	Nil	Nil
HOWARD SMUSCHKOWITZ	Nil	Nil	Nil
JONATHAN MAIR	Nil	Nil	Nil
ROBERT PARKER	Nil	Nil	Nil

Securities Authorized for Issuance Under Equity Compensation Plans

The following table sets out details of the Trust's compensation plans under which equity securities are authorized to be issued as of December 31, 2024. These plans include the Option Plan and the DTU Plan.

Plan Category	Number of securities to be issued upon exercise of outstanding options and rights ⁽¹⁾ (a)	Weighted-average exercise price of outstanding options and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) ⁽²⁾ (c)
Equity compensation plans approved by securityholders	632,638 stock options 5,833 DTUs	\$7.82 (stock options) \$32.35 (DTUs)	127,799 stock options ⁽³⁾ and 102,006 DTUs ⁽⁴⁾
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
Total	632,638 stock options 5,833 DTUs	\$7.82 (stock options) \$32.35 (DTUs)	127,799 stock options ⁽³⁾ and 102,006 DTUs ⁽⁴⁾

Notes:

- (1) Represents the number of Trust Units available for issuance upon exercise of outstanding stock options and redemption of DTUs as at December 31, 2024.
- (2) Based on the maximum number of Trust Units reserved for issuance as at December 31, 2024 upon exercise of stock options and redemption of DTUs under the Option Plan and DTU Plan, respectively.
- (3) The maximum number of Trust Units that may be issued pursuant to options granted under the Option Plan, and under all other Securities Based Compensation Plan(s), is 10% of the total number of Trust Units issued and outstanding from time to time. See "Executive and Trustee Compensation – Stock Option Plan."
- (4) Under the terms of the DTU Plan, a maximum of 102,006 DTUs may be issued. See "Executive and Trustee Compensation – Deferred Trust Unit Plan."

CORPORATE GOVERNANCE

General

The Trust's trustees believe that sound governance practices are essential to the well-being of the Trust and its subsidiaries and the promotion and protection of Unitholders' interests, and that these practices must be reviewed regularly to ensure that they are appropriate. The following describes the Trust's governance practices with reference to National Policy 58-201 *Corporate Governance Guidelines* and National Instrument 58-101 *Disclosure of Corporate Governance Practices* (collectively, the "**Governance Guidelines**"), which are initiatives of the Canadian Securities Administrators.

The Board and management of the Trust recognize that effective corporate governance practices are fundamental to the long-term success of the Trust. Sound corporate governance contributes to Unitholder value through increased market confidence. In light of the Governance Guidelines and best practice standards in Canada, the Board and management have implemented a sophisticated set of governance policies and procedures and are committed to maintaining a high standard of corporate governance.

Board of Trustees

Independence

The Board is comprised of nine trustees, seven of whom are independent: Geoffrey Bledin, Pat DiCapo, Keith Ray, Valentina Kalyk, Howard Smuschkowitz, Jonathan Mair and Robert Parker. Pursuant to National Instrument 52-110 – *Audit Committees*, an Independent Trustee is one who is free from any direct or indirect material relationship with the issuer which could, in the view of the issuer's board of trustees, be reasonably expected to interfere with the exercise of the trustee's independent judgment. Sandy Poklar is not an Independent Trustee because he is an officer of the Trust. Eli Dadouch is not an Independent Trustee as a result of his relationship with the Manager.

Other Public Company Directorships Held by each Trustee

The following table sets out the trustees of the Trust that are trustees of other reporting issuers.

Name	Name and Jurisdiction of Reporting Issuer	Name of Trading Market	Position	Period
GEOFFREY BLEDDIN	FCMIC, Canada	TSX	Director	2008 – Present
	FCPT, Canada	TSXV	Trustee	2012 – Present
ELI DADOUCH	FCMIC, Canada	TSX	Director	1999 – Present
	FCPT, Canada	TSXV	Trustee	2012 – Present
PAT DICAPO	POCML 7 Inc., Canada	TSXV	Director	2020 – Present
SANDY POKLAR	FCPT, Canada	TSXV	Trustee	2012 – Present
	True North Commercial REIT, Canada	TSX	Trustee	2012 – Present
KEITH RAY	FCMIC, Canada	TSX	Director	August 2014 – Present

Name	Name and Jurisdiction of Reporting Issuer	Name of Trading Market	Position	Period
HOWARD SMUSCHKOWITZ	FCPT, Canada	TSXV	Trustee	2012 – Present
JONATHAN MAIR	FCMIC, Canada	TSX	Director	1999 – Present
	FCPT, Canada	TSXV	Trustee	2013 – Present

Orientation and Continuing Education

New Board members are provided with materials to educate them on the Trust and its business, as well as their responsibilities as trustees. This practice is consistent with the Governance Guidelines and enables new trustees to better understand the Trust and his or her role and responsibilities. The trustees do not believe that a formalized education program is required at this time, given the continuing extensive industry experience of each of the trustees.

Ethical Business Conduct

The Board has found that the fiduciary duties placed on individual trustees and the restrictions placed by the Declaration of Trust on an individual trustee's participation in decisions of the Board in which the trustee has an interest have been sufficient to ensure that the Board operates independently of management and in the best interests of the Trust.

A trustee is required to act honestly and in good faith with a view to the best interests of the Trust and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, and disclose to the Board the nature and extent of any interest of the trustee in any material contract or material transaction, whether made or proposed, if the trustee is a party to the contract or transaction, is a trustee, director or officer (or an individual acting in a similar capacity) of a party to the contract or transaction or has a material interest in a party to the contract or transaction. The trustee must also then abstain from voting on the contract or transaction unless the contract or transaction (i) relates primarily to their remuneration as a trustee, officer, employee or agent of the Trust or an affiliate of the Trust or (ii) is for indemnity or insurance for the benefit of the trustee in connection with the Trust. If the trustee abstains from voting after disclosure of their interest, the trustees approve the contract or transaction and the contract or transaction was reasonable and fair to the Trust at the time it was entered into, the contract or transaction is not invalid and the trustee is not accountable to the Trust for any profit realized from the contract or transaction. Otherwise, the trustee must have acted honestly and in good faith, the contract or transaction must have been reasonable and fair to the Trust and the contract or transaction be approved by the Unitholders after receiving full disclosure of its terms in order for the trustee to avoid such liability or the contract or transaction being invalid.

Nomination of Trustees

The Board as a whole is responsible for identifying individuals qualified to become new Board members and recommending to the Board the names of new trustee nominees for the next annual meeting of the Unitholders. New nominees are sought out or are recommended based on a perceived or potential requirement for particular or general knowledge or skills. In general, nominees would ideally have a track record in general business management, have special expertise in an area of knowledge which is of interest to the Trust, have the ability to devote the time required, be knowledgeable of and support the Trust's mission and strategic objectives, and have a willingness to serve.

Compensation

The Trust does not currently have a compensation committee. As a result of the Trust's arrangements with the Manager, the Trust does not employ any executive officers and thus the trustees have determined that there is no need for a separate compensation committee. The compensation of the Manager is determined based on the provisions of the Asset Management, Property Management and Mortgage Banking Agreement.

The trustees are responsible for implementing a process for reviewing the adequacy and form of compensation of trustees and ensuring that compensation realistically reflects the responsibilities and risk involved in being a trustee. The Trust requires that remuneration be at a level that will attract and motivate competent trustees. Compensation is also based on the compensation of trustees of similarly situated issuers. In order to ensure an objective process for determining compensation, the trustees, through the Manager, review compensation paid to trustees of various real estate investment trusts and other publicly traded companies.

Assessments

The Board is responsible for implementing a process for assessing the effectiveness of the Board as a whole, the committees of the Board and the contributions of individual trustees. In carrying out its responsibilities, the Board is required to periodically review the mandates of the trustees and the Board's committees and to make an assessment of the effectiveness of the trustees. The trustees have determined that the present number of trustees is appropriate for the Board to function at this time and that the Board is properly constituted to reflect the investment of all Unitholders in the Trust. On an ongoing basis, the trustees review the size and composition of the Board.

Board Committees

The Board has one committee, namely the Audit Committee.

Audit Committee Disclosure

1. *The Audit Committee Charter*

The Audit Committee has the primary function of fulfilling its responsibilities in relation to reviewing the integrity of FCA's financial statements, financial disclosures and internal controls over financial reporting; monitoring the system of internal control; monitoring FCA's compliance with legal and regulatory requirements; selecting the external auditor for Unitholder approval; reviewing the qualifications, independence and performance of the external auditor; and reviewing the qualifications, independence and performance of FCA's internal auditors. The Audit Committee has specific responsibilities relating to FCA's financial reports; the external auditor; the internal audit function; internal controls; regulatory reports and returns; legal or compliance matters that have a material impact on FCA; and FCA's whistleblowing procedures. In fulfilling its responsibilities, the Audit Committee meets regularly with the internal and external auditor and key management members. The Board appoints a chair for the Audit Committee with responsibility for presiding over all meetings of that Committee, coordinating compliance with the Committee's mandate, working with management to develop the Committee's annual work plan and providing the Board with reports of the Committee's key activities. The full text of the Audit Committee's charter is disclosed in Appendix A attached hereto.

2. *Composition of the Audit Committee*

The Audit Committee is comprised of Mr. Keith Ray (Chair), Mr. Geoffrey Bledin and Mr. Pat DiCapo. A member of the Audit Committee is considered financially literate if the member has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Trust. A member of the Audit Committee is considered independent if the member has no direct or indirect material relationship with the Trust. A material relationship means a relationship which could, in the view of the Board, reasonably interfere with the exercise of a member's independent judgment. Each member of the Audit Committee is independent and financially literate.

3. *Relevant Education and Experience*

The qualifications and experience of the members of the Audit Committee are set out above under “*Business of the Meeting – Election of Trustees*”.

4. *Audit Committee Oversight*

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

5. *Reliance on Certain Exemptions*

Since the commencement of the Trust's most recently completed financial year, the Trust has not relied on the exemptions in Sections 2.4, 6.1.1(4), 6.1.1(5), or 6.1.1(6) or Part 8 of NI 52-110. Section 2.4 (De Minimis Non-audit Services) provides an exemption from the requirement that the Audit Committee must pre-approve all non-audit services to be provided by the auditor, where the total amount of fees related to the non-audit services are not expected to exceed 5% of the total fees payable to the auditor in the financial year in which the non-audit services were provided. Sections 6.1.1(4) (Circumstance Affecting the Business or Operations of the Venture Issuer), 6.1.1(5) (Events Outside Control of Member) and 6.1.1(6) (Death, Incapacity or Resignation) provide exemptions from the requirement that a majority of the members of the Audit Committee must not be executive officers, employees or control persons of the Trust or of an affiliate of the Trust. Part 8 (Exemptions) permits a company to apply to a securities regulatory authority or regulator for an exemption from the requirements of National Instrument 52-110 in whole or in part.

6. *Pre-Approval Policies and Procedures*

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services. Subject to the requirements of NI 52-110, the engagement of non-audit services is considered by the Board, and where applicable by the Audit Committee, on a case by case basis.

7. *Exemption*

In respect of the most recently completed financial year, the Trust is relying on the exemption set out in section 6.1 of NI 52-110 with respect to compliance with the requirements of Part 5 (Reporting Obligations) of NI 52-110.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS AND INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except as disclosed elsewhere in this Circular or in the financial statements of the Trust for the year-ended December 31, 2024, management of the Trust is not aware of any material interest, direct or indirect, of any informed person of the Trust, any Proposed Trustee or any officer of the Trust or any of their associates or affiliates in any transaction since the commencement of the Trust's most recently completed financial year, or in any proposed transaction, that has materially affected or will materially affect the Trust.

No (a) trustee or executive officer of the Trust who has held such position at any time since January 1, 2024; (b) Proposed Trustee; or (c) associate or affiliate of a person in (a) or (b) has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting other than (i) the election of trustees of the Board, and (ii) the re-approval of the Option Plan.

MANAGEMENT CONTRACTS

The details of the Asset Management, Property Management and Mortgage Banking Agreement are outlined above in the "*Compensation Discussion and Analysis*" section of this Circular.

INDEBTEDNESS OF TRUSTEES AND EXECUTIVE OFFICERS

No trustee or officer of the Trust or any Proposed Trustee or officer of the Trust or person who was a trustee or officer of the Trust in the most recently completed financial year, or any affiliate or associate of any such individual, is

indebted to the Trust or has any indebtedness to another entity the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Trust.

NORMAL COURSE ISSUER BID

Pursuant to a notice of intention to make a normal course issuer bid dated September 20, 2023, the Trust commenced a normal course issuer bid to purchase up to a maximum of C\$1,929,068 principal amount of the Debentures, being approximately 10% of the "public float" of the Debentures as at September 11, 2023 (the "**Debenture NCIB**"). The Trust was permitted to purchase its Debentures from time to time if it believed that the market price of its Debentures was attractive and that the purchase was an appropriate use of funds and in the best interests of the Trust. Purchases pursuant to the Debenture NCIB could occur on the TSXV between September 25, 2023 and September 24, 2024 at prices not exceeding the market price of the Debentures at the time of acquisition. The actual number of Debentures which could be purchased pursuant to the Debenture NCIB and the timing of any such purchases was determined by senior management of the Trust. For the year ended December 31, 2024, \$0.29 million principal amount of Debentures were purchased by the Trust. The balance of the Debentures were redeemed on July 2, 2024.

Unitholders can obtain a copy of the Notice of Intention to Make a Normal Course Issuer Bid filed with regulators by the Trust in relation to the Debenture NCIB by requesting a copy in writing from the Trust at 163 Cartwright Avenue, Toronto, Ontario M6A 1V5.

TRUSTEES' AND OFFICERS' LIABILITY INSURANCE

The Trust indemnifies the trustees and officers against certain losses arising from claims against them for their acts, errors or omissions as such. The Trust has obtained trustees' and officers' liability insurance coverage with a policy limit of \$10,000,000 for the trustees and officers of the Trust. The policy includes securities claim coverage, insuring against any legal obligation to pay on account of any securities claims brought against the trustees or officers of the Trust. The total limit of liability is shared among the trustees and officers of the Trust so that the limit of liability is not exclusive to any one of the respective trustees or officers. The premium paid for the trustees' and officers' liability insurance was \$25,000 in 2024.

ADDITIONAL INFORMATION

Distribution Reinvestment Plan

On September 29, 2017, the Corporation announced that it had implemented a dividend reinvestment plan (the "**DRIP**") and a share purchase plan (the "**Purchase Plan**" and collectively with the DRIP, the "**Plans**"), each to be offered to holders of common shares of the Corporation resident in Canada and administered by TSX Trust Company (the "**Agent**"). On January 1, 2020 the Plans were assumed by the Trust pursuant to the Arrangement. The Plans enable Unitholders to increase their investment in the Trust by receiving distribution payments and/or optional cash payments in the form of Trust Units.

Pursuant to the DRIP and Purchase Plan, holders of Trust Units may elect to: (a) have all cash distributions of the Trust automatically reinvested in additional Trust Units at the Average Market Price and (b) purchase Trust Units by contributing optional cash payments to the Trust, which will be invested for additional Trust Units at the Average Market Price.

If the Average Market Price is less than US\$8.10, (the "**Reference Price**"), the Agent shall use such funds to purchase, at a cost less than the Reference Price, additional Trust Units for the participants through the facilities of the TSXV for a period of five (5) trading days following the relevant distribution date. To the extent the Agent is unable to purchase additional Trust Units at a cost less than the Reference Price because Trust Units are not offered or are offered at prices which, after payment of brokerage fees or commissions, would result in a cost at or exceeding the Reference Price, then the remaining funds will be applied to the purchase of Trust Units from the treasury of the Trust at the Reference Price. If the Average Market Price is equal to or more than the Reference Price, the funds will be applied to the purchase of Trust Units from the treasury of the Trust at the Average Market Price.

A minimum purchase of \$3,000 on the last business day of each calendar quarter (a "**Quarterly Purchase Date**") and maximum purchases of up to \$12,000 per year (payable in one lump sum or from time to time on a Quarterly Purchase Date) are permitted under the DRIP and Purchase Plan. The aggregate number of Trust Units that may be issued under the DRIP and Purchase Plan may not exceed in each year 2% of the number (at the commencement of the fiscal year of the Trust) of the outstanding Trust Units.

Non-resident Unitholders are not entitled to participate in the DRIP and Purchase Plan. Upon ceasing to be a resident of Canada, a Unitholder must terminate the Unitholder's participation in the DRIP and Purchase Plan.

Currently, there are 512,991 Trust Units reserved under the DRIP. During the year ended December 31, 2024, nil Trust Units were issued under DRIP.

Availability of Documents

The Trust will provide to any person or corporation, upon request, one copy of any of the following documents: (i) this Circular; (ii) the Trust's most recently filed consolidated annual financial statements, together with the accompanying report of the auditor; (iii) any interim financial statements of the Trust that have been filed for any period after the end of the Trust's most recently completed financial year; and (iv) management's discussion and analysis.

Copies of the above documents will be provided, upon request, by the Trust's secretary at 163 Cartwright Avenue, Toronto, Ontario, M6A 1V5. Copies of these documents and other information relating to the Corporation or Trust are available on SEDAR+ at www.sedarplus.ca. Financial information is provided in the Trust's comparative annual financial statements and management's discussion and analysis for its most recently completed financial year.

Trust Address

The Trust's registered office is situated at 163 Cartwright Avenue, Toronto, Ontario, M6A 1V5.

BOARD OF TRUSTEES' APPROVAL

The contents of this Circular and its distribution to Unitholders have been approved by the Board of Trustees of FCA.

DATED at Toronto, Ontario, as of the 23rd day of April, 2025.

**BY ORDER OF THE BOARD OF TRUSTEES OF
FIRM CAPITAL APARTMENT REAL ESTATE
INVESTMENT TRUST**

(signed) "*Sandy Poklar*"

Sandy Poklar
Chief Executive Officer

APPENDIX A

AUDIT COMMITTEE CHARTER

This charter (the "**Charter**") sets forth the purpose, composition, responsibilities and authority of the Audit Committee (the "**Committee**") of the Board of Trustees (the "**Board**") of Firm Capital Apartment Real Estate Investment Trust. ("**FCA**").

Purpose

The purpose of the Committee is to assist the Board in fulfilling its oversight responsibilities with respect to:

- financial reporting and disclosure requirements;
- ensuring that an effective risk management and financial control framework has been implemented and tested by management of FCA; and
- external and internal audit processes.

Composition and Membership

- a) The Board will appoint the members ("Members") of the Committee. The Members will be appointed to hold office until the next annual general meeting of unitholders of FCA or until their successors are appointed. The Board may remove a Member at any time and may fill any vacancy occurring on the Committee. A Member may resign at any time and a Member will automatically cease to be a Member upon ceasing to be a trustee.
- b) The Committee will consist of at least three trustees. Each Member will meet the criteria for independence and financial literacy established by applicable laws and the rules of any stock exchanges upon which FCA's securities are listed, including National Instrument 52-110 — Audit Committees. In addition, each trustee will be free of any relationship which could, in the view of the Board, reasonably interfere with the exercise of a Member's independent judgment.
- c) The Board will appoint one of the Members to act as the chairman of the Committee (the "Chairman"). The secretary of FCA (the "Secretary") will be the secretary of all meetings and will maintain minutes of all meetings and deliberations of the Committee. If the Secretary is not in attendance at any meeting, the Committee will appoint another person who may, but need not, be a Member to act as the secretary of that meeting.

Meetings

- a) Meetings of the Committee will be held at such times and places as the Chairman may determine, but in any event not less than four (4) times per year. Twenty-four (24) hours advance notice of each meeting will be given to each Member orally, by telephone, by facsimile or email, unless all Members are present and waive notice, or if those absent waive notice before or after a meeting. Members may attend all meetings either in person or by telephone.
- b) At the request of the external auditors of FCA, the Chief Executive Officer or the Chief Financial Officer of FCA or any Member, the Chairman will convene a meeting of the Committee. Any such request will set out in reasonable detail the business proposed to be conducted at the meeting so requested.
- c) The Chairman, if present, will act as the chairman of meetings of the Committee. If the Chairman is not present at a meeting of the Committee the Members in attendance may select one of the members to act as chairman of the meeting.

- d) A majority of Members will constitute a quorum for a meeting of the Committee. Each Member will have one vote and decisions of the Committee will be made by an affirmative vote of the majority. The Chairman will not have a deciding or casting vote in the case of an equality of votes. Powers of the Committee may also be exercised by written resolutions signed by all Members.
- e) The Committee may invite from time to time such persons as it sees fit to attend its meetings and to take part in the discussion and consideration of the affairs of the Committee. The Committee will meet in camera without members of management in attendance for a portion of each meeting of the Committee.
- f) In advance of every regular meeting of the Committee, the Chairman, with the assistance of the Secretary, will prepare and distribute to the Members and others as deemed appropriate by the Chairman, an agenda of matters to be addressed at the meeting together with appropriate briefing materials. The Committee may require officers and employees of FCA to produce such information and reports as the Committee may deem appropriate in order for it to fulfill its duties.

Duties and Responsibilities

The duties and responsibilities of the Committee as they relate to the following matters, are as follows:

Financial Reporting and Disclosure

- a) review and recommend to the Board for approval, the audited annual financial statements, including the auditors' report thereon, the quarterly financial statements, management discussion and analysis, financial reports, and any guidance with respect to earnings per trust unit to be given, prior to the public disclosure of such information, with such documents to indicate whether such information has been reviewed by the Board or the Committee;
- b) review and recommend to the Board for approval, where appropriate, financial information contained in any prospectuses, annual information forms, annual report to unitholders, management proxy circular, material change disclosures of a financial nature and similar disclosure documents prior to the public disclosure of such information;
- c) review with management of FCA, and with external auditors, significant accounting principles and disclosure issues and alternative treatments under International Financial Reporting Standards ("IFRS"), with a view to gaining reasonable assurance that financial statements are accurate, complete and present fairly FCA's financial position and the results of its operations in accordance with IFRS, as applicable;
- d) seek to ensure that adequate procedures are in place for the review of FCA's public disclosure of financial information extracted or derived from FCA's financial statements, periodically assess the adequacy of those procedures and recommend any proposed changes to the Board for consideration;
- e) review the minutes from each meeting of the Responsible Parties, established pursuant to FCA's corporate disclosure policy, since the last meeting of the Committee;

Internal Controls and Audit

- a) review the adequacy and effectiveness of FCA's system of internal control and management information systems through discussions with management and the external auditor to ensure that FCA maintains: (i) the necessary books, records and accounts in sufficient detail to accurately and fairly reflect FCA's transactions; (ii) effective internal control systems; and (iii) adequate processes for assessing the risk of material misstatement of the financial statement and for detecting control weaknesses or fraud. From time to time the Committee shall assess whether it is necessary or desirable to establish a formal internal audit department having regard to the size and stage of development of FCA at any particular time;

- b) satisfy itself that management has established adequate procedures for the review of FCA's disclosure of financial information extracted or derived directly from FCA's financial statements;
- c) satisfy itself, through discussions with management, that the adequacy of internal controls, systems and procedures has been periodically assessed in order to ensure compliance with regulatory requirements and recommendations;
- d) review and discuss FCA's major financial risk exposures and the steps taken to monitor and control such exposures, including the use of any financial derivatives and hedging activities;
- e) review, and in the Committee's discretion make recommendations to the Board regarding, the adequacy of FCA's risk management policies and procedures with regard to identification of FCA's principal risks and implementation of appropriate systems to manage such risks including an assessment of the adequacy of insurance coverage maintained by FCA;
- f) recommend the appointment, or if necessary, the dismissal of the head of FCA's internal audit process;

External Audit

- a) recommend to the Board a firm of external auditors to be nominated for appointment as the external auditor of FCA;
- b) ensure the external auditors report directly to the Committee on a regular basis;
- c) review the independence of the external auditors, including a written report from the external auditors respecting their independence and consideration of applicable auditor independence standards;
- d) review and recommend to the Board the fee, scope and timing of the audit and other related services rendered by the external auditors;
- e) review the audit plan of the external auditors prior to the commencement of the audit;
- f) establish and maintain a direct line of communication with FCA's external and internal auditors;
- g) meet in camera with only the auditors, with only management, and with only the members of the Committee at every Committee meeting where, and to the extent that, such parties are present;
- h) oversee the performance of the external auditors who are accountable to the Committee and the Board as representatives of the unitholders, including the lead partner of the independent auditors team;
- i) oversee the work of the external auditors appointed by the unitholders of FCA with respect to preparing and issuing an audit report or performing other audit, review or attest services for FCA, including the resolution of issues between management of FCA and the external auditors regarding financial disclosure;
- j) review the results of the external audit and the report thereon including, without limitation, a discussion with the external auditors as to the quality of accounting principles used, any alternative treatments of financial information that have been discussed with management of FCA, the ramifications of their use as well as any other material changes. Review a report describing all material written communication between management and the auditors such as management letters and schedule of unadjusted differences;
- k) discuss with the external auditors their perception of FCA's financial and accounting personnel, records and systems, the cooperation which the external auditors received during their course of their review and availability of records, data and other requested information and any recommendations with respect thereto;

- l) discuss with the external auditors their perception of FCA's identification and management of risks, including the adequacy or effectiveness of policies and procedures implemented to mitigate such risks;
- m) review the reasons for any proposed change in the external auditors which is not initiated by the Committee or Board and any other significant issues related to the change, including the response of the incumbent auditors, and enquire as to the qualifications of the proposed auditors before making its recommendations to the Board;
- n) review annually a report from the external auditors in respect of their internal quality-control procedures, any material issues raised by the most recent internal quality-control review, or peer review of the external auditors, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the external auditors, and any steps taken to deal with any such issues.

Associated Responsibilities

review and approve FCA's hiring policies regarding employees and partners, and former employees and partners, of the present and former external auditors of FCA; and

Non-Audit Services

pre-approve all non-audit services to be provided to FCA or any subsidiary entities by its external auditors or by the external auditors of such subsidiary entities. The Committee may delegate to one or more of its members the authority to pre-approve non-audit services but pre-approval by such member or members so delegated shall be presented to the full Committee at its first scheduled meeting following such pre-approval.

Oversight Function

While the Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Committee to plan or conduct audits or to determine that FCA's financial statements are complete and accurate or comply with IFRS and other applicable requirements. These are the responsibilities of management and the external auditors. The Committee, the Chairman and any Members identified as having accounting or related financial expertise are members of the Board, appointed to the Committee to provide broad oversight of the financial, risk and control related activities of FCA, and are specifically not accountable or responsible for the day to day operation or performance of such activities. Although the designation of a Member as having accounting or related financial expertise for disclosure purposes is based on that individual's education and experience, which that individual will bring to bear in carrying out his or her duties on the Committee, such designation does not impose on such person any duties, obligations or liability that are greater than the duties, obligations and liability imposed on such person as a member of the Committee and Board in the absence of such designation. Rather, the role of a Member who is identified as having accounting or related financial expertise, like the role of all Members, is to oversee the process, not to certify or guarantee the internal or external audit of FCA's financial information or public disclosure.

Reporting

The Chairman will report to the Board at each Board meeting on the Committee's activities since the last Board meeting. The Committee will annually review and approve the Committee's report for inclusion in the Annual Information Form. The Secretary will circulate the minutes of each meeting of the Committee to the members of the Board.

Access to Information and Authority

The Committee will be granted unrestricted access to all information regarding FCA that is necessary or desirable to fulfill its duties and all trustees, officers and employees will be directed to cooperate as requested by Members. The Committee has the authority to retain, at FCA's expense, independent legal, financial and other advisors, consultants

and experts, to assist the Committee in fulfilling its duties and responsibilities, including sole authority to retain and to approve any such firm's fees and other retention terms without prior approval of the Board. The Committee also has the authority to communicate directly with internal and external auditors.

Review of Charter

The Committee will annually review and assess the adequacy of this Charter and recommend any proposed changes to the Board for consideration.

APPENDIX B

INCENTIVE OPTION PLAN RESOLUTION

BE IT HEREBY RESOLVED as an ordinary resolution of Firm Capital Apartment Real Estate Investment Trust (the "**Trust**") that:

- (1) subject to regulatory approval, the Trust's incentive unit option plan (the "**Plan**"), substantially in the form attached as Appendix C to the management information circular of the Trust dated April 23, 2025, be and it is hereby re-approved and confirmed, including the reservation for issuance under the Plan at any time of a maximum of 10% of the then issued and outstanding trust units of the Trust, less the aggregate number of Trust Units reserved for issuance or issuable under any other securities based compensation plan, in accordance with the policies of the TSX Venture Exchange;
- (2) any trustee or officer be and is hereby authorized to make any and all additions, deletions and modifications to the Plan as may be necessary or advisable to give effect to this ordinary resolution or as may be required by applicable regulatory authorities;
- (3) any trustee or officer be and is hereby authorized, to execute and deliver all such other deeds, documents and other writings and perform such other acts as may be necessary or desirable to give effect to this resolution; and
- (4) notwithstanding approval of the unitholders of the Trust as herein provided, the board of trustees of the Trust may, in its sole discretion, revoke this resolution before it is acted upon without further approval of the unitholders of the Trust.

APPENDIX C
UNIT OPTION PLAN

FIRM CAPITAL APARTMENT REAL ESTATE INVESTMENT TRUST

INCENTIVE UNIT OPTION PLAN

Section 1 General Provisions

1.1 Interpretation

For the purposes of this Plan, the following terms shall have the following meanings:

- (a) **“Applicable Withholdings and Deductions”** has the meaning given to that term in Section 1.10;
- (b) **“Associate”** has the meaning ascribed to that term such term in Policy 1.1 of the TSXV and any amendment thereto or replacement thereof;
- (c) **“Associated Companies”, “Affiliated Companies”, “Controlled Companies” and “Subsidiary Companies”** have the meanings ascribed to those terms under Section 1(1) of the *Securities Act* (Ontario);
- (d) **“Board”** has the meaning given to that term in Section 1.3(c);
- (e) **“Business Day”** means any day other than a Saturday, Sunday or a statutory or civic holiday in Ontario;
- (f) **“Cause”** means (i) if the Participant has a written employment agreement with the Trust or a Subsidiary Company of the Trust in which “cause” is defined, “cause” as defined therein; or otherwise (ii) (A) the inability of the Participant to perform his or her duties due to a legal impediment such as an injunction, restraining order or other type of judicial judgment, decree or order entered against the Participant; (B) the failure of the Participant to follow the Trust’s reasonable instructions with respect to the performance of his or her duties; (C) any material breach by the Participant of his or her obligations under any code of ethics, any other code of business conduct or any lawful policies or procedures of the Trust; (D) excessive absenteeism, flagrant neglect of duties, serious misconduct, or conviction of crime or fraud; and (E) any other act or omission of the Participant which would in law permit an employer to, without notice or payment in lieu of notice, terminate the employment of an employee;
- (g) **“Certificate”** has the meaning given to that term in Section 1.3(d);
- (h) **“Change of Control Event”** means:
 - (i) The sale by the Trust of all or substantially all of its assets;
 - (ii) The acceptance by the Unitholders, representing in the aggregate fifty percent (50%) or more of all of the issued Common Units, of any offer, whether by way of a takeover bid or otherwise, for all or any of the outstanding Common Units; provided that no change of control event shall be deemed to have occurred if upon completion of any such transaction individuals who were members of the Board immediately prior to the effective date of such transaction constitute a majority of the board of trustees of the resulting entity following such effective date;
 - (iii) The acquisition, by whatever means, by a person (or two or more persons who, in such acquisition, have acted jointly or in concert or intend to exercise jointly or in concert any voting

rights attaching to the Common Units acquired), directly or indirectly, of beneficial ownership of such number of Common Units or rights to Common Units, which together with such person's then-owned Common Units and rights to Common Units, if any, represent (assuming the full exercise of such rights) fifty percent (50%) or more of the combined voting rights attached to the then-outstanding Units;

- (iv) The entering into of any agreement by the Trust to merge, consolidate, restructure, amalgamate, initiate an arrangement or be absorbed by, into or with another entity; provided that no change of control event shall be deemed to have occurred if upon completion of any such transaction individuals who were members of the Board immediately prior to the effective date of such transaction constitute a majority of the board of trustees or directors, as applicable, of the resulting entity following such effective date;
 - (v) The passing of a resolution by the Board or unitholders to substantially liquidate the assets of the Trust or wind up the Trust's business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Trust in circumstances where the business of the Trust is continued and the Unit holdings remain substantially the same following the re-arrangement); or
 - (vi) The circumstance in which individuals who were members of the Board immediately prior to a meeting of the unitholders involving a contest for the election of trustees no longer constitute a majority of the Board following such election;
- (i) **"Class B Units"** means a unit of beneficial interest in the Trust or a fraction thereof, designated as a *"Class B Unit"*, but, for greater certainty, excludes a Special Voting Unit;
 - (j) **"Code"** has the meaning given to that term in Section 3.1;
 - (k) **"Common Units"** means, collectively, the Trust Units and the Class B Units;
 - (l) **"Consultant"** has the meaning given to such term in Policy 4.4;
 - (m) **"Consultant Company"** has the meaning given to such term in Policy 4.4;
 - (n) **"Declaration of Trust"** means the declaration of trust of the Trust made the 15th day of October, 2019, as amended, supplemented or amended and restated from time to time;
 - (o) **"Disinterested Unitholder Approval"** means the approval of a majority of unitholders of the Trust voting at a duly called and held meeting of such unitholders, excluding votes of Insiders to whom options may be granted under the Plan;
 - (p) **"Eligible Person"** means:
 - (i) any trustee, director, officer, employee or Consultant of the Trust or any of its Subsidiary Companies; and
 - (ii) any Personal Holding Company;
 - (q) **"Eligible U.S. Participants"** has the meaning given to that term in Section 3.1;
 - (r) **"Exercise Price"** has the meaning given to that term in Section 2.2;
 - (s) **"Expiry Date"** has the meaning given to that term in Section 2.3(b);

- (t) **“Good Reason”** means, in respect of an officer of the Trust who has been granted Options under this Plan, solely one of the following events, without such officer’s written consent:
 - (i) a material diminution in such officer’s position, duties or authorities;
 - (ii) the assignment of any duties that are materially inconsistent with the officer’s role as a senior executive; or
 - (iii) a material reduction in the officer’s compensation, other than an across the board reduction of not more than 5% that is generally applicable to all executives.
- (u) **“Insider”** means:
 - (i) an insider as defined under the rules of the TSXV, and
 - (ii) an associate as defined under Section 1(1) of the *Securities Act* (Ontario) of any person who is an insider by virtue of (i) above;
- (v) **“Investor Relations Activities”** has the meaning given to such term in Policy 1.1 of the TSXV and any amendment thereto or replacement thereof;
- (w) **“Market Price”** means:
 - (i) prior to an initial public offering of Trust Units, such price as is determined by the Board to constitute their fair market value, using such reasonable valuation mechanism as it selects; and
 - (ii) after an initial public offering of the Trust Units, the volume weighted average trading price of the Trust Units as reported on the TSXV for the five (5) trading days immediately preceding the day on which the Option is granted; provided, however, that the Exercise Price of an Option shall not be less than the minimum Exercise Price required by the applicable rules of the TSXV;
- (x) **“Option”** means an option to purchase Trust Units granted to an Eligible Person pursuant to the terms of the Plan;
- (y) **“Option Period”** has the meaning given to that term in Section 2.3(a);
- (z) **“Participant”** means an Eligible Person to whom Options have been granted;
- (aa) **“Personal Holding Company”** means a personal holding corporation that is either wholly owned, or controlled by, the Participant, and the shares of which are held directly or indirectly by any of the Participant or the Participant’s spouse, minor children and/or minor grandchildren;
- (bb) **“Plan”** means this Incentive Unit Option Plan of the Trust;
- (cc) **“Policy 4.4”** means Policy 4.4 of the TSXV and any amendment thereto or replacement thereof;
- (dd) **“Securities Based Compensation”** has the meaning ascribed thereto in Policy 4.4;
- (ee) **“Securities Based Compensation Plan”** has the meaning ascribed thereto in Policy 4.4;
- (ff) **“Special Voting Units”** means the special voting units of the Trust;
- (gg) **“Stock Exchange”** means the TSXV, and any other stock exchange on which the Trust Units are listed or traded;

- (hh) “**Termination Date**” means the date on which a Participant ceases to be an Eligible Person; and
- (ii) “**TSXV**” means the TSX Venture Exchange;
- (jj) “**Trust**” means Firm Capital Apartment Real Estate Investment Trust;
- (kk) “**Trust Unit**” means a unit of beneficial interest in the Trust or a fraction thereof, designated as a “*Trust Unit*”, but, for greater certainty, excludes a Special Voting Unit;
- (ll) “**Unitholders**” means a person whose name appears on the Unitholder register maintained pursuant to the Declaration of Trust as a holder of one or more Common Units, or a fraction thereof, but “**unitholder**” when used in lowercase, refers to all holders of Units, whose name appears on the Register as holder of one or more Common Units or Special Voting Units, or a fraction thereof;
- (mm) “**Units**” means collectively, the Common Units and the Special Voting Units.

Words importing the singular number only shall include the plural and vice versa and words importing the masculine shall include the feminine.

This Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.2 Purpose

The purpose of the Plan is to advance the interests of the Trust by: (i) providing Eligible Persons with additional incentive; (ii) encouraging unit ownership by such Eligible Persons; (iii) increasing the proprietary interest of Eligible Persons in the success of the Trust; (iv) encouraging Eligible Persons to remain with the Trust or its Subsidiary Companies; and (v) attracting new trustees, directors, employees and officers.

1.3 Administration

- (a) This Plan shall be administered by the Board.
- (b) Subject to the terms and conditions set forth herein, the Board is authorized to provide for the granting, exercise and method of exercise of Options (as hereinafter defined), all on such terms (which may vary between Options granted from time to time) as it shall determine. In addition, the Board shall have the authority to (i) construe and interpret this Plan and all agreements entered into hereunder; (ii) prescribe, amend and rescind rules and regulations relating to this Plan; and (iii) make all other determinations necessary or advisable for the administration of this Plan. All determinations and interpretations made by the Board shall be binding on all Participants (as hereinafter defined) and on their legal, personal representatives and beneficiaries.
- (c) The Board shall be permitted, through the establishment of appropriate procedures, to monitor the trading of Trust Units by persons who are performing Investor Relations Activities for the Trust and who have been granted Options pursuant to this Plan.
- (d) Notwithstanding the foregoing or any other provision contained herein, the Board shall have the right to delegate the administration and operation of this Plan, in whole or in part, to a committee of the Board and/or to any member of the Board. Whenever used herein, the term “**Board**” means the board of trustees of the Trust, and shall be deemed to include any committee or trustee to which the Board has, fully or partially, delegated the administration and operation of this Plan pursuant to this Section 1.3.
- (e) An Option shall be evidenced by an incentive unit option agreement certificate (“**Certificate**”), signed on behalf of the Trust, which Certificate shall be in such form as the Board shall approve from time to time.

- (f) No member of the Board shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan or any Options granted under it.

1.4 Trust Units Reserved

- (a) Subject to Section 1.4(d), the securities that may be acquired by Participants under this Plan shall consist of authorized but unissued Trust Units.
- (b) The Trust shall at all times during the term of this Plan ensure that the number of Trust Units it is authorized to issue shall be sufficient to satisfy the requirements of this Plan.
- (c) At such time as the Trust Units are listed on the TSXV, the aggregate number of Trust Units issuable under this Plan, and under all other Securities Based Compensation Plans, shall not exceed 10% of the total number of Trust Units issued and outstanding from time to time. Any Trust Units subject to an Option which for any reason is cancelled or terminated without having been exercised shall again be available for grants under the Plan. Any Trust Units subject to an Option which for any reason is cancelled or terminated without having been exercised by a Participant, shall again be available for grants under the Plan, and under all other Securities Based Compensation Plans. Furthermore, any Trust Units subject to an Option which has been exercised by a Participant, shall again be available for grants under the Plan, but not under any other Securities Based Compensation Plans. Fractional Trust Units will not be issued and will be treated as specified in Section 1.11(d).
- (d) If there is a change in the outstanding Units by reason of any unit distribution or split, recapitalization, amalgamation, consolidation, combination or exchange of Units, or other corporate change, the Board shall make, subject where required to the prior approval of the Stock Exchange, appropriate substitution or adjustment in:
 - (i) the number or kind of Trust Units or other securities reserved for issuance pursuant to the Plan, and
 - (ii) the number and kind of Trust Units or other securities subject to unexercised Options theretofore granted and in the Exercise Price of such securities;

without any change in the total price applicable to the unexercised portion of the Option, but with a corresponding adjustment in the price for each Trust Unit covered by the Option; provided, however, that no substitution or adjustment shall obligate the Trust to issue or sell fractional Trust Units. If the Trust is reorganized, amalgamated with another entity or consolidated, the Board shall make such provisions for the protection of the rights of Participants as the Board in its discretion deems appropriate.

1.5 Limits with Respect to Certain Persons

- (a) The maximum number of Trust Units which may be issued to:
 - (i) any Consultant in any twelve (12) month period under this Plan may be no more than two percent (2%) of the outstanding Trust Units of the Trust less the aggregate number of Trust Units reserved for issuance or issuable under any other Securities Based Compensation Plan of the Trust; and
 - (ii) all Persons conducting Investor Relations Activities for the Trust in any twelve (12) month period may be, in aggregate, no more than two percent (2%) of the outstanding Trust Units of the Trust.

- (b) Options granted to Consultants conducting Investor Relations Activities for the Trust shall vest over a period of not less than twelve (12) months with no more than twenty-five percent (25%) of the options vesting in any three (3) month period.
- (c) The maximum aggregate number of Trust Units that are issuable pursuant to all Securities Based Compensation granted or issued to Insiders as a group must not exceed 10% of the outstanding Trust Units from time to time (unless the Trust has obtained the requisite Disinterested Unitholder Approval); and
- (d) The maximum aggregate number of Trust Units that are issuable pursuant to all Security Based Compensation granted or issued in any 12-month period to Insiders as a group must not exceed 10% of the Trust Units, calculated as at the date any Security Based Compensation is granted or issued to any Insider (unless the Trust has obtained the requisite Disinterested Unitholder Approval).

1.6 Amendment and Termination

- (a) The Board may from time to time, suspend, terminate or discontinue the Plan at any time, or amend or revise the terms of the Plan or of any Option granted under the Plan and any Certificate relating thereto, provided that no such suspension, termination, amendment or revision will be made except in compliance with Applicable Laws and with the prior approval, if required, of the Stock Exchange or any other regulatory body having authority over the Trust, the Plan or the unitholders and in the case of an amendment or revision, if it materially adversely affects the rights of any Participant, without the consent of the Participant.
- (b) If the Plan is terminated, the provisions of the Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Option or any rights pursuant thereto remain outstanding and, notwithstanding the termination of the Plan, the Board will remain able to make such amendments to the Plan or the Options as they would have been entitled to make if the Plan were still in effect.
- (c) Subject to any applicable rules of the Stock Exchange, the Board may from time to time, in its absolute discretion and without the approval of unitholders, make the following amendments to the Plan or any Option:
 - (i) amend the vesting provisions of the Plan and any Certificate;
 - (ii) amend the Plan or an Option as necessary to comply with Applicable Laws or the requirements of the Stock Exchange or any other regulatory body having authority over the Trust, the Plan or the unitholders;
 - (iii) any amendment of a “housekeeping” nature, including, without limitation, to clarify the meaning of an existing provision of the Plan, correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, correct any grammatical or typographical errors or amend the definitions in the Plan regarding administration of the Plan; and
 - (iv) any amendment respecting the administration of the Plan.
- (d) Approval of unitholders is required for the following amendments to the Plan:
 - (i) any change that would materially modify the eligibility requirements for participation in the Plan.
- (e) Disinterested Unitholder Approval is required for the following amendments to the Plan:

- (i) any reduction in the Exercise Price or any extension of the Expiry Date of an Option held by an Insider; and
- (ii) any individual unit option grant that would result in the grant to Insiders (as a group), within a twelve (12) month period, of an aggregate number of Options exceeding ten percent (10%) of the issued Trust Units, calculated on the date an Option is granted to any Insider; and
- (iii) any individual unit option grant that would result in the number of Trust Units issued to any individual in any twelve (12) month period under this Plan exceeding five percent (5%) of the issued Trust Units of the Trust, less the aggregate number of Trust Units reserved for issuance or issuable under any other Securities Based Compensation Plan of the Trust; and
- (iv) any individual unit option grant requiring unitholder approval pursuant to section 3.9(e) of Policy 4.4.

For the purposes of the limitations set forth in items (ii) and (iv), Options held by an Insider at any point in time that were granted to such Participant prior to it becoming an Insider shall be considered Options granted to an Insider irrespective of the fact that the Participant was not an Insider at the time of grant.

1.7 Compliance with Legislation

- (a) The Plan (including an amendment to the Plan), the terms of the issue or grant of any Option under the Plan, the grant and exercise of Options hereunder, and the Trust's obligation to sell and deliver Trust Units upon the exercise of Options, shall be subject to all applicable federal, provincial and foreign laws, rules and regulations, the rules and regulations of the Stock Exchange and to such approvals by any regulatory or governmental agency as may, in the opinion of counsel to the Trust, be required. The Trust shall not be obliged by any provision of the Plan or the grant of any Option hereunder to issue or sell Trust Units in violation of such laws, rules and regulations or any condition of such approvals.
- (b) No Option shall be granted, and no Trust Units issued hereunder, where such grant, issue or sale would require registration of the Plan or of Trust Units under the securities laws of any foreign jurisdiction, and any purported grant of any Option or purported issue of Trust Units hereunder in violation of this provision shall be void.
- (c) The Trust shall have no obligation to issue any Trust Units pursuant to the Plan unless such Trust Units shall have been duly listed, upon official notice of issuance, with the Stock Exchange. Trust Units issued and sold to Participants pursuant to the exercise of Options may be subject to limitations on sale or resale under applicable securities laws.
- (d) If Trust Units cannot be issued to a Participant upon the exercise of an Option due to legal or regulatory restrictions, the obligation of the Trust to issue such Trust Units shall terminate and any funds paid to the Trust in connection with the exercise of such Option will be returned to the applicable Participant as soon as practicable.

1.8 Effective Date

The Plan shall be effective upon the approval of the Plan by:

- (i) The Stock Exchange and any other exchange upon which the Trust Units of the Trust may be posted or listed for trading, and shall comply with the requirements from time to time of the Stock Exchange; and
- (ii) (a) the unitholders, by written resolution signed by all unitholders or given by the affirmative vote of a majority of the votes attached to the Units entitled to vote and be represented and voted at an annual or special meeting of unitholders held, among other things, to consider and approve

the Plan or (b) the shareholders of Firm Capital American Realty Partners Corp. at the special meeting of shareholders of Firm Capital American Realty Partners Corp. held on December 12, 2019 to approve the Firm Capital American Realty Partners Corp. plan of arrangement.

1.9 Proceeds from Exercise of Options

The proceeds from any sale of Trust Units issued upon the exercise of Options shall be added to the general funds of the Trust and shall thereafter be used from time to time for such corporate purposes as the Board may determine.

1.10 Tax Withholdings

Notwithstanding any other provision contained herein, in connection with the exercise of an Option by a Participant from time to time, as a condition to such exercise (i) the Trust shall require such Participant to pay to the Trust or the relevant Subsidiary Company an amount as necessary so as to ensure that the Trust or such Subsidiary Company, as applicable, is in compliance with the applicable provisions of any federal, provincial or local law relating to the withholding of tax or other required deductions (the “**Applicable Withholdings and Deductions**”) relating to the exercise of such Options; or (ii) in the event a Participant does not pay the amount specified in (i), the Trust shall be permitted to engage a broker or other agent, at the risk and expense of the Participant, to sell an amount of underlying Trust Units issuable on the exercise of such Option through the facilities of the Stock Exchange, and to apply the cash received on the sale of such underlying Trust Units as necessary so as to ensure that the Trust or the relevant Subsidiary Company, as applicable, is in compliance with the Applicable Withholdings and Deductions relating to the exercise of such Options. In addition, the Trust or the relevant Subsidiary Company, as applicable, shall be entitled to withhold from any amount payable to a Participant, either under this Plan or otherwise, such amount as may be necessary so as to ensure that the Trust or the relevant Subsidiary Company is in compliance with Applicable Withholdings and Deductions relating to the exercise of such Options.

1.11 Miscellaneous

- (a) Nothing contained herein shall prevent the Board from adopting other or additional Securities Based Compensation Plans or compensation arrangements, subject to any required approval.
- (b) The Trust may only grant options pursuant to resolutions of the Board.
- (c) In determining options to be granted to Participants, the Board shall give due consideration to the value of each such Participant’s present and potential contribution to the success of the Trust.
- (d) Nothing contained in the Plan nor in any Option granted thereunder shall be deemed to give any Participant any interest or title in or to any Trust Units or any rights as a unitholder or any other legal or equitable right against the Trust or any of its Subsidiary Companies whatsoever other than as set forth in the Plan and pursuant to the exercise of any Option.
- (e) The Plan does not give any Participant or any employee of the Trust or any of its Associated Companies, Affiliated Companies, Subsidiary Companies or Controlled Companies the right or obligation to or to continue to serve as a Consultant, trustee, director, officer or employee, as the case may be, to or of the Trust or any of its Associated Companies, Affiliated Companies, Subsidiary Companies or Controlled Companies. The awarding of Options to any Eligible Person is a matter to be determined solely in the discretion of the Board. The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Trust Units or any other securities in the capital of the Trust other than as specifically provided for in the Plan. The grant of an Option to, or the exercise of an Option by, a Participant under the Plan does not create the right for such Participant to receive additional grants of Options hereunder.
- (f) No fractional Trust Units shall be issued upon the exercise of options granted under the Plan and, accordingly, if a Participant would become entitled to a fractional Trust Unit upon the exercise of an Option, or from an adjustment pursuant to Section 1.4(d) such Participant shall only have the right to

purchase the next lowest whole number of Trust Units, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

- (g) The Trust makes no representation or warranty as to the future market value of the Trust Units or with respect to any income tax matters affecting the Participant resulting from the grant or exercise of an Option and/or transactions in the Trust Units. Neither the Trust, nor any of its trustees, officers, employees, unitholders or agents shall be liable for anything done or omitted to be done by such person or any other person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Trust Units hereunder, with respect to any fluctuations in the market price of Trust Units or in any other manner related to the Plan.
- (h) This Plan shall be construed in accordance with and be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (i) If any provision of this Plan shall be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from this Plan and the remaining provisions shall continue in full force and effect.
- (j) This Plan constitutes the entire unit option plan for the Trust and its Participants and supersedes any prior unit option plans for such persons.

Section 2 Options

2.1 Grants

- (a) Subject to the provisions of the Plan, the Board shall have the authority to determine the limitations, restrictions and conditions, if any, in addition to those set forth in Section 1.3(b) and Section 2.3 hereof, applicable to the exercise of an Option. An Eligible Person may receive Options on more than one occasion under the Plan and may receive separate Options on any one occasion.
- (b) The Board may, in its discretion, select any trustees, directors, officers, employees or Consultants of or to the Trust or Subsidiary Companies of the Trust to participate in this Plan.
- (c) For Options granted to employees of the Trust, Consultants or individuals employed by a company or individual providing management services to the Trust, the Trust and the Participant are responsible for ensuring and confirming that the Participant is a bona fide employee of the Trust, Consultant or individual employed by a company or individual providing management services to the Trust, as the case may be.
- (d) The Board may from time to time, in its discretion, grant Options to any Participant upon the terms, conditions and limitations set forth herein and such other terms, conditions and limitations permitted by and not inconsistent with this Plan as the Board may determine, provided that Options granted to any Participant shall be approved by the unitholders if the rules of the Stock Exchange require such approval.

2.2 Exercise Price

- (a) An Option may be exercised at a price (the “**Exercise Price**”) that shall be fixed by the Board at the time that the Option is granted, but in no event shall it be less than the Market Price. The Exercise Price shall be subject to adjustment in accordance with the provisions of Section 1.4(d) hereof.
- (b) if Options are granted within ninety (90) days of a distribution (the “**Distribution Period**”) by the Trust by prospectus, the minimum exercise price per Trust Unit of those options will be the greater of the Market Price and the price per Trust Unit paid by the public investors for Trust Units acquired pursuant to such distribution. The Distribution Period shall begin:
 - (i) on the date the final receipt is issued for the final prospectus in respect of such distribution; and

- (ii) in the case of a prospectus that qualifies special warrants, on the closing date of the private placement in respect of such special warrants.

2.3 Exercise of Options

- (a) The period during which an Option may be exercised (the “**Option Period**”) shall be determined by the Board at the time the Option is granted, subject to any vesting limitations that may be imposed by the Board in its sole and unfettered discretion at the time such Option is granted, provided that:
 - (i) no Option shall be exercisable for a period exceeding ten (10) years from the date the Option is granted;
 - (ii) the Option Period shall be automatically reduced in accordance with Section 2.3(f) below upon the occurrence of any of the events referred to therein; and
 - (iii) no Option in respect of which unitholder approval is required under the rules of the Stock Exchange shall be exercisable until such time as such Option has been approved by the unitholders.
- (b) Notwithstanding any other provision of the Plan, if the date that any vested Option ceases to be exercisable (the “**Expiry Date**”) falls on a date upon which such Participant is prohibited from exercising such Option due to a black-out period or other trading restriction imposed by the Trust, then the Expiry Date of such Option shall be automatically extended to the tenth (10th) Business Day following the date the relevant black-out period or other trading restriction imposed by the Trust is lifted, terminated or removed.
- (c) Notwithstanding any other provision of this Plan, in the event of an actual or potential Change of Control Event, the Board may, in its discretion, without the necessity or requirement for the agreement of any Participant: (i) accelerate, conditionally or otherwise, on such terms as it sees fit, the vesting date of any Option except that it may not accelerate those Options that are granted to persons performing Investor Relations Activities without prior written approval of the TSXV; (ii) permit the conditional exercise of any Option, on such terms as it sees fit; (iii) otherwise amend or modify the terms of the Option, including for greater certainty permitting Participants to exercise any Option, to assist the Participants to tender the underlying Trust Units to, or participate in, the actual or potential Change of Control Event or to obtain the advantage of holding the underlying Trust Units during such Change of Control Event; and (iv) terminate, following the successful completion of such Change of Control Event, on such terms as it sees fit, the Options not exercised prior to the successful completion of such Change of Control Event. The determination of the Board in respect of any such Change of Control Event shall for the purposes of this Plan be final, conclusive and binding.
- (d) Notwithstanding any other provision of this Plan, in the event that:
 - (i) an actual or potential Change of Control Event is not completed within the time specified therein; or
 - (ii) all of the Trust Units subject to an Option that were tendered by a Participant in connection with an actual or potential Change of Control Event are not taken up or paid for by the offeror in respect thereof,

then the Board may, in its discretion, without the necessity or requirement for the agreement of any Participant, permit the Trust Units received upon such exercise, or in the case of Subsection (ii) above the Trust Units that are not taken up and paid for, to be returned by the Participant to the Trust and reinstated as authorized but unissued Trust Units and, with respect to such returned Trust Units, the related Options may be reinstated as if they had not been exercised and the terms for such Options becoming vested will be reinstated pursuant to this Section 2.3. If any Trust Units are returned to the

Trust under this Section 2.3, the Trust will immediately refund the Exercise Price to the Participants for such Trust Units.

- (e) Options shall not be transferable or assignable by the Participant otherwise than by will or the laws of descent and distribution, and shall be exercisable during the lifetime of a Participant only by the Participant and after death only by the Participant's legal representative.
- (f) Provided that the Trust Units are listed on the TSXV, if the Participant is a company, including a Consultant Company, the company shall not be permitted to effect or permit any transfer of ownership or option of shares of the company nor to issue further shares of any class of the company to any individual or entity as long as the options remain outstanding, except where the written consent of the TSXV has been obtained.
- (g) Subject to Section 2.3(a) and except as otherwise determined by the Board:
 - (i) if a Participant who is a non-executive trustee of the Trust ceases to be an Eligible Person as a result of his or her retirement from the Board other than for Cause, each unvested Option held by such Participant shall automatically vest on the date of his or her retirement from the Board, and thereafter each vested Option held by such Participant will cease to be exercisable on the earlier of the original Expiry Date of the Option and six (6) months after the date of his or her retirement from the Board;
 - (ii) if the Board service, consulting relationship, or employment of a Participant with the Trust or a Subsidiary Company is terminated for Cause, each vested and unvested Option held by the Participant will automatically terminate and become void on the Termination Date;
 - (iii) if a Participant dies, the legal representative of the Participant may exercise the Participant's vested Options for a period until the earlier of the original Expiry Date of the Option and 12 months after the date of the Participant's death, but only to the extent the Options were by their terms exercisable on the date of death. For greater certainty, all unvested Options held by a Participant who dies shall terminate and become void on the date of death of such Participant;
 - (iv) if a Participant ceases to be an Eligible Person for any reason whatsoever other than in (i) to (iii) above, each vested Option held by the Participant will cease to be exercisable on the earlier of the original Expiry Date of the Option and six (6) months after the Termination Date; provided that all unvested Options held by such Participant shall automatically terminate and become void on the Termination Date of such Participant. Without limitation, and for greater certainty only, this provision will apply regardless of whether the Participant received compensation in respect of dismissal or was entitled to a period of notice of termination which would otherwise have permitted a greater portion of the Option to vest with the Participant; and
 - (v) notwithstanding any provision in this Section 2.3(g) to the contrary, if a Participant who is an officer of the Trust ceases to be an Eligible Person as a result of such officer's termination without Cause or resignation for Good Reason, any unvested Options as of the date of termination will be accelerated and become immediately fully vested as of such date. Such options will be exercisable by the officer for a period of up to one year following the date of termination.
- (h) The Exercise Price of each Trust Unit purchased under an Option shall be paid in full in cash or by bank draft or certified cheque at the time of such exercise, and upon receipt of payment in full, the number of Trust Units in respect of which the Option is exercised shall be duly issued as fully paid and non-assessable.
- (i) Upon the exercise of Options pursuant to this section, the Trust shall forthwith deliver, or cause the registrar and transfer agent of the Trust Units to deliver, to the relevant Participant (or his or her legal or

personal representative) or to the order thereof, a certificate representing the number of Trust Units with respect to which Options have been exercised.

- (j) Subject to the other provisions of this Plan and any vesting limitations imposed by the Board at the time of grant, Options may be exercised, in whole or in part, at any time or from time to time, by a Participant by written notice given to the Trust as required by the Board from time to time.

2.4 Notice

Any notice required to be given by this Plan shall be in writing and shall be given by registered mail, postage prepaid, or delivered by courier or by facsimile transmission addressed, if to the Trust, to the office of the Trust in Toronto, Ontario, Attention: Chief Executive Officer; or if to a Participant, to such Participant at his address as it appears on the books of the Trust or in the event of the address of any such Participant not so appearing, then to the last known address of such Participant; or if to any other person, to the last known address of such person.

2.5 Rights of Participants

No person entitled to exercise any Option granted under this Plan shall have any of the rights or privileges of a Unitholder in respect of any underlying Trust Units issuable upon exercise of such Option, including without limitation, the right to participate in any new issue of Trust Units to existing holders of Trust Units, until such Option has been exercised and such underlying Trust Units have been paid for in full and issued to such person.

2.6 Right to Issue Other Units

The Trust shall not by virtue of this Plan be in any way restricted from declaring and paying unit distributions, issuing further Units, varying or amending its capital structure or corporate structure.

2.7 Quotation of Trust Units

So long as the Trust Units are listed on the TSXV, the Trust must apply to the TSXV for the listing or quotation of the Trust Units issued upon the exercise of all Options granted under the Plan, however, the Trust cannot guarantee that such Trust Units will be listed or quoted on the TSXV.

Section 3 Special Rules for U.S. Eligible Persons

3.1 Section 409A Compliance

Notwithstanding any other provision of this Plan, the following special rules will apply to all Eligible Persons (“**Eligible U.S. Participants**”) who are subject to U.S. income tax with respect to Options issued under the Plan to them:

- (a) All Options granted under this Plan to Eligible U.S. Participants are intended to be exempt from Section 409A of the United States Internal Revenue Code of 1986, as amended (the “**Code**”) and will be construed accordingly. However, the Trust will not be liable to any Eligible U.S. Participant or beneficiary with respect to any adverse tax consequences arising under Section 409A or other provision of the Code; and
- (b) The Exercise Price for all Options granted to Eligible U.S. Participants shall in no event be less than the greater of (i) the Market Price; and (ii) the closing price of the Trust Units as reported on the TSX on the Business Day immediately preceding the day on which the Option is granted.

UNIT OPTION AGREEMENT

This Unit Option Agreement is dated this ● day of ●, 20● between Firm Capital Apartment Real Estate Investment Trust (“**Firm Capital**”) and [Name] (the “**Optionee**”).

WHEREAS the Optionee has been granted certain options (“**Options**”) to acquire trust units in the capital of Firm Capital (“**Trust Units**”) under the Firm Capital Incentive Unit Option Plan (the “**Option Plan**”), a copy of which has been provided to the Eligible Optionee;

AND WHEREAS capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Option Plan;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Firm Capital confirms that the Optionee has been granted Options under the Option Plan on the following basis, subject to, the terms and conditions of the Option Plan:

DATE OF GRANT	NUMBER OF OPTIONS	EXERCISE PRICE (CDN\$)	VESTING SCHEDULE	EXPIRY DATE
●	●	●	●	●

1. Attached to this Agreement as Schedule “A” is a form of notice that the Optionee may use to exercise any of his or her Options in accordance with Section 2.3 of the Option Plan at any time and from time to time prior the Expiry Date of such Options.
2. By signing this Unit Option Agreement, the Optionee acknowledges that he or she has read and understands the Option Plan and agrees to the terms and conditions thereof and of this Unit Option Agreement.
3. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Time shall be of the essence of this Agreement. This Agreement shall enure to the benefit of and shall be binding upon the parties and their heirs, attorneys, guardians, estate trustees, executors, trustees and administrators and the successors of Firm Capital.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**FIRM CAPITAL APARTMENT REAL
ESTATE INVESTMENT TRUST**

Name of Optionee:

Authorized Signing Officer

Schedule "A"
ELECTION TO EXERCISE UNIT OPTIONS

TO: FIRM CAPITAL APARTMENT REAL ESTATE INVESTMENT TRUST ("FIRM CAPITAL")

The undersigned option holder hereby irrevocably elects to exercise options ("**Options**") granted by Firm Capital to the undersigned pursuant to a Unit Option Agreement dated ●, 20● for the number of trust units in the capital of Firm Capital ("**Trust Units**") as set forth below:

Number of Trust Units to be Acquired: _____

Option Exercise Price (per Trust Unit): \$ _____

Aggregate Purchase Price: \$ _____

Amount enclosed that is payable on account of withholding of tax or other required deductions relating to the exercise of the Options (contact Firm Capital for details of such amount)(the "**Applicable Withholdings and Deductions**"):

\$ _____

☐ Or check here if alternative arrangements have been made with Firm Capital with respect to the payment of Applicable Withholdings and Deductions;

and hereby tenders a certified cheque or bank draft for such Aggregate Purchase Price, and, if applicable, Applicable Withholdings and Deductions, and directs such Trust Units to be registered and a certificate therefore to be issued in the name of _____.

DATED this ____ day of _____, _____.

Signature

Name

APPENDIX D
CHANGE OF AUDITOR PACKAGE

FIRM CAPITAL APARTMENT REAL ESTATE INVESTMENT TRUST

CHANGE OF AUDITOR NOTICE

TO: RSM Canada LLP (the “**Predecessor Auditor**”)

AND TO: MNP LLP (the “**Successor Auditor**”)

DATED: August 28, 2024

NOTICE IS HEREBY GIVEN that, on the advice of the Audit Committee of Firm Capital Apartment Real Estate Investment Trust (the “**Trust**”), the Board of Trustees of the Trust resolved as of August 28, 2024, that: (i) the resignation of the Predecessor Auditor, with effect from August 28, 2024, as auditor of the Trust be accepted, and (b) the Successor Auditor be appointed as auditor of the Trust effective as of August 28, 2024, to hold office until the next annual meeting of the unitholders of the Trust at a remuneration to be fixed by the Board of Trustees of the Trust.

In accordance with National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators (“**NI 51-102**”), please be advised as follows:

- (a) the Predecessor Auditor resigned as auditor of the Trust at the request of the Board of Trustees of the Trust;
- (b) the Predecessor Auditor has not expressed a modified opinion in its reports for the two most recently completed fiscal years of the Trust, nor for the period from the most recently completed period for which the Predecessor Auditor issued an audit report in respect of the Trust and the date of this Notice;
- (c) the resignation of the Predecessor Auditor, and the appointment of the Successor Auditor, as auditor of the Trust were considered by the Audit Committee and approved by the Board of Trustees of the Trust; and
- (d) in the opinion of the Board of Trustees of the Trust, no “reportable event” (as defined in NI 51-102) has occurred in connection with the audits of the two most recently completed fiscal years of the Trust, nor any period from the most recently completed period for which the Predecessor Auditor issued an audit report in respect of the Trust and the date of this Notice.

FIRM CAPITAL APARTMENT REAL ESTATE INVESTMENT TRUST

Per: "Sandy Poklar" (signed)
Sandy Poklar
Chief Executive Officer



RSM Canada LLP

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Suite 700, Box 27
Toronto, ON M5H 4C7

T +1 416 480 0160
F +1 416 480 2646

rsmcanada.com

September 6, 2024

Ontario Securities Commission
Alberta Securities Commission
British Columbia Securities Commission
Manitoba Securities Commission
Financial and Consumer Services Commission of New Brunswick
Office of the Superintendent of Securities Service, Newfoundland & Labrador
Nova Scotia Securities Commission
Financial and Consumer Services Division, Prince Edward Island
Financial and Consumer Affairs Authority of Saskatchewan

Dear Sirs/Mesdames:

**Re: Firm Capital Apartment Real Estate Investment Trust (the "Trust")
Notice of Change of Auditor Pursuant to National Instrument NI 51-102**

In accordance with National Instrument 51-102, we have read the Trust's Change of Auditor Notice (the "Notice") dated August 28, 2024, and based upon our knowledge of the information at this date, we agree with the information contained therein pertaining to our firm. We have no basis to agree or disagree with the comments in the Notice relating to MNP LLP.

Yours truly,

RSM Canada LLP

Chartered Professional Accountants
Licensed Public Accountants
Toronto, Ontario

THE POWER OF BEING UNDERSTOOD
ASSURANCE | TAX | CONSULTING

RSM Canada LLP is a limited liability partnership that provides public accounting services and is the Canadian member firm of RSM International, a global network of independent assurance, tax and consulting firms. Visit rsmcanada.com/aboutus for more information regarding RSM Canada LLP and RSM International.



September 6, 2024

TO: Ontario Securities Commission
Alberta Securities Commission
British Columbia Securities Commission
Manitoba Securities Commission
Financial and Consumer Services Commission, New Brunswick
Office of the Superintendent of Securities Service Newfoundland & Labrador
Nova Scotia Securities Commission
Financial and Consumer Services Division, Prince Edward Island
Financial and Consumer Affairs Authority of Saskatchewan

Dear Sirs/Madams:

Re: Firm Capital Apartment Real Estate Investment Trust (the "Trust")
Notice of Change of Auditor Pursuant to National Instrument NI 51-102

Pursuant to National Instrument 51-102 *Continuous Disclosure Obligations*, we have reviewed the information contained in the Notice of Change of Auditor of the Trust dated August 28, 2024 ("the **Notice**") and, based on our knowledge of such information at this time, we agree with the statements made in the Notice pertaining to our firm. We advise that we have no basis to agree or disagree with the comments in the Notice relating to RSM Canada LLP.

Yours very truly,



Chartered Professional Accountants
Licensed Public Accountants