

Offering Memorandum

This Offering Memorandum constitutes an offering of securities only in the Provinces of British Columbia and Alberta and only to those persons to whom they may be lawfully offered for sale. This Offering Memorandum is not, and under no circumstances is to be construed as, a prospectus or advertisement or a public offering of these securities. This Offering Memorandum is for the use of only those persons to whom it is transmitted in connection with this Offering. By their acceptance of this Offering Memorandum, recipients agree that they will not transmit, reproduce or make available to anyone, other than professional advisors, this Offering Memorandum or any information contained herein. No person has been authorized to give any information or to make any representation not contained in this Offering Memorandum, and any such information or representation which is given or received must not be relied upon.

No securities regulatory authority or regulator has assessed the merits of these securities or reviewed this Offering Memorandum. Any representation to the contrary is an offence. This is a risky investment. See Item 8 Risk Factors.

The information disclosed on this page is a summary only. Subscribers should read the entire Offering Memorandum for full details about the Offering.

Altire Properties Ltd.
(the “Corporation” or “Issuer”)

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These securities do not trade on any exchange or market. The Corporation is not a reporting issuer or a SEDAR Filer.

The Offering

Date	October 6, 2015.
Securities offered	Preferred shares in the capital of the Corporation (the “Preferred Shares” or the “Shares”)
Price per security	\$1.00 per Preferred Share.
Minimum offering	There is no minimum offering amount.
Maximum offering	The maximum offering amount is \$5,000,000.
Minimum purchase	There is no minimum subscription amount an investor must invest.
Payment terms	The subscription price is payable at the time of Closing by certified cheque or bank draft or such other manner as may be accepted at the Closing by the Corporation in its sole discretion. See Item 5.2 Subscription Procedure.
Proposed closing date(s)	Closings will take place periodically at the Corporation’s discretion.
Purchasers’ rights	You have two Business Days to cancel your agreement to purchase the Shares. If there is a misrepresentation in this Offering Memorandum, you have the right to sue either for damages or to cancel the agreement. See Item 11 Purchasers’ Rights.
Resale restrictions	You will be restricted from selling your Shares for an indefinite period. See Item 10 Resale Restrictions.
Selling agents	The Corporation reserves the right, as allowed by applicable securities legislation, to retain agents to help sell the Preferred Shares. If the Corporation does retain agents, it will pay aggregate fees and commissions of up to 10% of the gross proceeds realised in the Shares sold by an agent. The Corporation may compensate its employees, consultants, officers or directors up to 10% of the gross proceeds realised on the sale of Shares for soliciting subscriptions for the Shares, for Shares not sold by an agent. See Item 7 Compensation Paid to Sellers and Finders.

Capitalized terms not otherwise defined above have the meaning given to them under the heading “Glossary of Terms” in this Offering Memorandum.

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SCHEDULE A: FORM OF SUBSCRIPTION AGREEMENT

Forward-looking statements

Certain statements in this Offering Memorandum, such as views and predictions about possible or anticipated future events or conditions and the business operations and strategy of the Corporation are “forward-looking statements” within the meaning given to that term under applicable Canadian securities laws. Any statement that expresses or involves discussion of predictions, expectations, beliefs, plans, projections, objectives or future events or performance (which often, but do not always, use phrases such as “may”, “will”, “should”, “expect”, “plan”, “anticipate”, “believe”, “estimate”, “predict”, “potential”, “targeting”, “intend”, “could”, “might”, “continue”, or the negative of these) are not statements of historical fact and may be “forward-looking statements”. Forward-looking statements made in this Offering Memorandum include, by way of example and out limiting the generality of the foregoing, statements with respect to the completion of this Offering, the proceeds realized by the Corporation as a result of this Offering and the uses thereof, the funding available to the Corporation, selling commissions that may be paid, expenses of the Offering, the long and short term objectives of the Corporation and the timing, costs and activities required to achieve those objectives and the timing for completion of the projects of the Corporation.

Future oriented financial information and financial outlook information contained in this Offering Memorandum about prospective results of operations, financial position, capital investments or revenue is based on assumption about future events, including economic conditions and proposed courses of action, based on the Corporation’s assessment of relevant information available to the Corporation as of the date of this Offering Memorandum. Readers are cautioned that such future oriented financial information and financial outlook information contained in this Offering Memorandum should not be used for any purpose other than for which it is disclosed herein or therein, as the case may be. See Item 8 Risk Factors.

Forward-looking statements, future oriented financial information and financial outlook information are based on the current expectations, estimates and projections of the Corporation and involve a number of known and unknown risks and uncertainties which would cause actual results or events to differ materially from those presently anticipated, including those risks described under “Risk Factors”. Factors which could cause actual results, events, circumstances, expectations or performance to differ materially include, but are not limited to, general economic, political, market and business factors and conditions; interest rate fluctuations; statutory and regulatory developments; unexpected juridical or regulator proceedings or decisions; acts of God and other catastrophic events; the inability to negotiate terms satisfactory to the Corporation; and other factors set out in Item 8 Risk Factors. Except as otherwise required by law, the Corporation does not intend to, and assumes no obligation, to update or review any forward-looking statements, future oriented financial information or financial outlook information it may provide, whether as a result of new information, plans, events or otherwise. Readers are cautioned not to place undue reliance on any forward-looking statements, future oriented financial information or financial outlook information as there can be no assurance that the condition, events, plans and assumptions on which they are based will occur.

The forward-looking statements, future oriented financial information and financial outlook information contained in this Offering Memorandum are expressly qualified by the foregoing cautionary statements.

GLOSSARY OF TERMS

In this Offering Memorandum, unless the context otherwise requires, the following words and terms shall have the indicated meanings and grammatical variations of such words and terms shall have corresponding meanings:

"AIM" means Altire Investment Management Inc., a private British Columbia corporation related to the Corporation by common officers, directors and shareholders.

"ASOF" means Altire Select Opportunity Fund Limited Partnership, a British Columbia limited partnership.

"BCBCA" means the *Business Corporations Act* (British Columbia).

"Closing" means the completion of the subscription for any Preferred Shares offered under this Offering Memorandum.

"Common Shares" means the Common shares without par value in the capital of the Corporation.

"Corporation" means Altire Properties Ltd.

"CRA" means the Canada Revenue Agency.

"Deferred Plan" means an RRSP, RRIF, and/or a TFSA.

"Maximum Offering" means 5,000,000 Preferred Shares (\$5,000,000).

"NI 45-106" means National Instrument 45-106 *Prospectus and Registration Exemptions*.

"Offering" means the offering of Preferred Shares under the terms of this Offering Memorandum.

"Offering Memorandum" means this offering memorandum dated October 6, 2015, as amended or supplemented from time to time.

"Olympia" means Olympia Trust Company.

"Preferred Shares" or "Shares" means the preferred shares in the capital of the Corporation offered under this Offering Memorandum.

"Real Estate Interests" means interests in Canadian commercial or residential real estate, and includes joint venture interests, and the acquisition of securities in entities, including limited partnerships, that own Canadian commercial or residential real estate.

"Regulations" means the Income Tax Regulations promulgated under the Tax Act.

"RRIF" means Registered Retirement Income Fund as defined under the Tax Act.

"RRSP" means Registered Retirement Savings Plan as defined under the Tax Act.

"Subscribers" means persons who subscribe for Preferred Shares under this Offering and **"Subscriber"** means any one of them.

"Tax Act" means The Income Tax Act (Canada), as amended from time to time.

"TFSA" means Tax-Free Savings Account as defined under the Tax Act.

In this Offering Memorandum, references to "dollars" and \$ are to the currency of Canada, unless otherwise indicated.

ITEM 1: USE OF AVAILABLE FUNDS

1.1 Available Funds

The following table discloses the available funds of this Offering:

		Assuming Minimum Offering	Assuming Maximum Offering
A	Amount to be raised with this Offering	\$0 ⁽¹⁾	\$5,000,000
B	Selling commissions ⁽²⁾	\$0	\$500,000
C	Estimated Offering costs ⁽³⁾	\$30,000	\$75,000
D	Available Funds: $D = A - (B + C)$	(\$30,000)	\$4,425,000
E	Additional sources of funding (if required) ⁽⁴⁾	\$0	\$0
F	Working capital deficiency ⁵	\$821,307	(\$821,307)
G	Total: $(D + E - F) = G$	(\$821,307)	\$3,603,693

1 There is no minimum offering amount.

2 The Corporation may pay up to 10% of the gross proceeds of Shares sold pursuant to this Offering as selling commissions.

3 The estimated costs include legal, consulting and accounting costs, including any fees charged by Olympia in respect of managing Deferred Plan subscribers and for which the Corporation has agreed to pay, associated with this Offering.

4 Funds from this Offering may not be sufficient to allow the Corporation to proceed with its business objectives. The Corporation may require financing from additional sources, such as cash reserves on hand, to acquire Real Estate Interests. See Item 1.2 Use of Available Funds and Item 2.6 Insufficient Funds.

5 As of June 30, 2015.

1.2 Use of Available Funds

The available funds from this Offering will be used by the Corporation as follows:

Description of intended use of available funds listed in order of priority	Assuming Minimum Offering	Assuming Maximum Offering
Working Capital and Operating Expenses ⁽¹⁾	\$0	\$3,603,693
TOTAL	\$0	\$3,603,693

1 Funds will be used by the Corporation to fund feasibility studies, hire engineers, architects and other consultants in connection with Real Estate Interests in which the Corporation has an interest, directly or indirectly. See Item 2.2 Our Business.

1.3 Reallocation of Funds

The Corporation intends to use the available funds of this Offering as stated. The Corporation will reallocate the available funds of this Offering only for sound business reasons.

ITEM 2: BUSINESS OF THE CORPORATION

2.1 Structure

The Corporation was incorporated under the BCBCA pursuant to a certificate of incorporation dated September 22, 2010.

The Corporation's head office is located at 111 – 3823 Henning Drive, Burnaby, BC, V5C 6P3 and the registered office is located at Suite 202 – 1007 Fort Street, Victoria, BC V8V 3K5.

2.2 Our Business

The Corporation's business is the development of Canadian commercial and residential real estate. Developments may take the form of the direct acquisition of real estate, land use amendment, subdivision, sales and marketing, construction or stratification of commercial or residential buildings, or participation in joint ventures, or the acquisition of securities in entities, including limited partnerships that own Canadian commercial or residential real estate. Some of those joint ventures, limited partnerships, or entities may be controlled by or related to the officers and directors of the Corporation.

The Corporation seeks out opportunities where it can add value through the development process. It uses funds raised through limited partnership structures, or joint ventures, and bank financing to capitalize construction and completion. The limited partnership structure is ideally used to shield the Corporation from certain liabilities and allows for a leveraged return on its equity.

The Corporation's participation in a project often takes the form of acting as general partner, and in that capacity the Corporation typically has a right to receive or earn between 30% and 50% of the profits of the project. During the construction phase, the Corporation also receives development management fees from the limited partnerships.

The officers and directors of the Corporation will consider the following parameters in their decision making:

1. return on equity,
2. potential for value inflection through land use amendment, and
3. potential for repositioning in the local real estate market.

During the last two and a half years, the Corporation has invested in the following projects, either by way of joint venturing, service agreements or through a limited partnership structure:

1. Altire Waterfront, a condominium development in St. Albert, AB where phase I is completed and phase II is in the permitting process, with construction yet to commence. Final returns are expected in 2017;
2. The Courtyards town homes in Chestermere, AB, where phase I is now completing and phase II is selling quickly with final returns expected in late 2016;
3. MidCity Midnapore in Calgary AB, a condominium development that is pre-selling quickly and expected to complete in late 2015;
4. The Altire Estates, a mixed use, medium density residential subdivision development in Strathmore, AB that is expected to complete by mid 2016; and
5. The Landing, a townhome development in Pemberton, BC which is expected to complete in 2016 and has potential follow-on phases that are yet to be determined. In respect of this latest project, the Corporation is currently at the stage of negotiating the creation of the limited partnership. The Corporation anticipates that it will have a 50% ownership stage in the general partner of the limited partnership.
6. Digby Landing, Port Edward (Prince Rupert), BC, a 144 unit condominium complex. Currently in the process of rezoning and permitting. The purchase contract has been assigned to a third party, Strategic Group, for whom the Corporation will develop the property.

The table that follows provides additional details on the above projects:

Project	Altire Waterfront St. Albert, Alberta	The Courtyards Chestermere, Alberta	MidCity Midnapore Calgary, Alberta	Altire Estates Strathmore, Alberta	The Landing Pemberton, BC	Digby Landing Port Edward, BC
Legal Description	104, 47 Sturgeon Rd. 1220460;9	Plan 0813311, Block, 1 lots 1 to 19 inclusive, Lots 21 to 28 inclusive, Lots 64 to 86 inclusive; Block 2, Lots 1 to 20 incl.; Block 4, Lots 1 to 10 incl. and Lots 54 to 71 incl.; Block 9, Lots 1 to 3 incl.; Block 10, Lot 1 and Lots 46 and 47; Block 11, Lot 1 and Lots 4 to 19 incl.	Plan 4571GP, Block 2, Lots 15 to 18 Inclusive	Block 1 Plan 8911138	1422 Portage Rd, Lot 1, Plan KAP 12595, District Lot 203, Lillooet Land District, PID:009-500-511 1426 Portage Rd, Lot 2, Plan KAP 12595, District Lot 203, Lillooet Land District, PID:001-687-336 1430 Portage Rd, Lot 3, Plan KAP 12595, District Lot 203, Lillooet Land District, PID:009-500-553	32 Rainbow Ave. Lot 32 District Lot 446 Range 5 Coast District Plan PID: 011 201 061
Project Description	Phase I -- 36 Condo conversion; Phase II - 14 Luxury Waterfront Condominiums	52-Unit Townhouse Development	57-Unit Condominium Development	10.95-Acre, Subdivision Development	28-Unit Townhouse Development	5.95 Acres of Development Land with potential for up to 144 Units of multi-family upon rezoning to RM2
The Corporation's Interest	1/3 Joint Venture Interest in Phase I; Development Right to Phase II	Joint Venture (share 12.5% interest)	Midnapore Lofts 2012 LP participation (holding 19.2% of LP interests)	Sole shareholder of General Partner in Altire Estates LP with 50% profit participation and involvement through Development Management Agreement	50% shares of General Partner in Landing at Pemberton Station LP with 30% profit participation and Development Management Agreement	Development Management Agreement with profit sharing
Amount Invested	\$500,000	\$637,513 ⁽¹⁾	\$500,000	\$50,002	\$40,000	\$60,000
Current Status	Phase I - 4 cleared title units inventory; Phase II -- Design review and development permit application	Pre-selling Phase II; Completion of Phase I	Early Stage Construction, 60% Pre-sold	Concept plan review, consultants engaged	Design review and development permit application	Rezoning Application Approved August 2015
Completion Date (Estimated)	Fall 2017	Total completion all phases Fall 2016	Fall 2015	Spring 2016	Fall 2016	Fall 2018
Tasks to Complete	Phase I -- Selling Inventory Units; Phase II -- Requires development permit, pre-sales and construction (which has yet to commence).	Continue Sales and construction to completion all phases.	Continue Sales; Complete construction and convey units to buyers	Subscribing remaining Limited Partner Units; Update Area Structure Plan update, Land Use Amendment, and Subdivision Application	Subscribing Limited Partner Units; Launch Pre-sales activities Jan 2015, Commence construction spring 2015	Design, permitting, and then pre-sales and construction

1 Includes the Corporation's investment in Chestermere Courtyards Ltd., the nominee for the joint venture, of \$13.

2.3 Development of Business

Prior to December 31, 2014, the Corporation was structured as an investment vehicle for funding projects that were managed externally by related parties. This structure offered limited growth opportunities. On December 31, 2014, the Corporation underwent reorganizations of both its capital structure and business model. This reorganization allowed the Corporation to transform from an investment vehicle to an active real estate developer. The reorganization also enabled the Corporation, and will continue to enable the Corporation, to raise growth equity. See Item 2.3.1 Reorganization of the Corporation.

2.3.1 Reorganization of the Corporation

On December 31, 2014, the Corporation underwent a series of transactions which resulted in the reorganization of the Corporation.

Prior to the reorganization, the Corporation had issued and outstanding a number of bonds, a form of debt, which the Corporation used to fund acquisition of Real Estate Interests. In order to offer the bonds on a basis that would allow bondholders, if they chose, to hold the bonds in a Deferred Plan, the Corporation entered into an agreement with Target Capital Inc. ("**Target**") and issued to Target a number of Class A Preferred shares such that Target held a majority of the voting shares of the Corporation. With time and changes in the nature of the purpose of the Corporation, the Corporation identified challenges with its past structure that restricted the Corporation from raising equity investment to grow the Corporation and increase value. A key restriction was the need, for the purposes of bonds that were held in Deferred Plans, to ensure that Target held at all times a majority of the voting shares of the Corporation. The Corporation also received, under the terms of a management agreement, management services from AIM, and AIM held 4,000,000 Class A Preferred shares and 404,914 Class B Common shares in the capital of the Corporation.

The reorganization that took effect on December 31, 2014 resulted in the redemption by the Corporation of all of the issued and outstanding bonds, and a subsequent termination of the relationship between the Corporation and Target, including the repurchase by the Corporation of all of the Class A Preferred shares that were held by Target.

Prior to the reorganization, AIM also held a number of Class A Preferred shares and Class B Common shares of the Corporation, and through a management agreement with the Corporation provided a number of management services to the Corporation. Effective December 31, 2014, all of Class A Preferred shares and Class B Common the shares held by AIM were repurchased by the Corporation, and the management agreement between AIM and the Corporation was terminated.

As a result of the reorganization, the Corporation is now structured as an entity through which all development activities may take place, with the capital structure that will allow the Corporation to raise equity capital to finance current activities and increase activity in the future. The Corporation has also brought in-house many of the management services previously performed by AIM.

2.3.2 Wealthminds

The Corporation, on October 21, 2014, incorporated Wealthminds Education Inc. ("**Wealthminds**"), as a wholly-owned subsidiary of the Corporation, to carry out certain marketing activities in respect of the projects of the Corporation, for and on behalf of the Corporation.

Wealthminds is responsible for marketing income properties and limited partnership opportunities to prospective investors. Wealthminds takes an educational and deal-focused approach to sales, and incorporates guest speakers to share their investment success stories and strategies. Prospective investors, identified by Wealthminds, will be invited to form business relationships and consider opportunities for investment and property purchases offered by the Corporation.

Wealthminds is funded through the Corporation's marketing budget, as well as its real estate commission structure and referral fees.

2.4 Long Term Objectives

The Corporation has identified the following long term objectives:

1. Grow Wealthminds, the Corporation's marketing entity, to represent and sell the Corporation's projects. Wealthminds is a wholly-owned subsidiary of the Corporation, and will market the Corporation's condominium properties to prospective buyers. See Item 2.3.2 Wealthminds.
2. Accelerate the Corporation's project acquisition to four new projects each year. To achieve this, the Corporation will use some of the proceeds from this Offering to identify, investigate and determine feasibility, acquire interests in suitable projects, and recruit additional staff to manage the process. Based on the Corporation's current level of activity, and the assumptions made with respect to funding and use of funds under this Offering, the Corporation anticipates it will be able to obtain this objective by the end of 2015 and sustain this level of activity into the future.
3. Increase the size and scope of the Corporation's development projects. This objective will take place gradually as the Corporation's human resources are developed and the Corporation gains additional project experience. In order to finance larger projects, additional sources of fundraising, beyond the Offering, are required. These sources may include institutional private equity investors or larger limited partnerships or investment funds.

2.5 Short Term Objectives and How the Corporation Intends to Achieve Them

The Corporation's goal for the next 12 months is to continue to acquire Real Estate Interests. See Item 1.2 Use of Available Funds.

The following outlines the Corporation's short-term objectives and how it intends to achieve them.

What we must do and how we will do it	Target completion date or, if now known, number of months to complete	Our cost to complete
Continue to acquire and develop Real Estate Interests by raising funds under the Offering, identifying suitable properties and projects for development and land use amendment and, where appropriate, entering into limited partnerships or joint venturing arrangements to appropriately leverage the opportunity	12 months	See Item 1.2 Use of Available Funds

The Corporation has had its application to the TSX Private Markets accepted to facilitate secondary trading and private placement of the Preferred Shares in the exempt market. TSX Private Markets is not a "marketplace" as defined in National Instrument 21-101 *Marketplace Operation*. According to information provided by TSX Private Markets, it is operated by Shorcan Brokers Limited, an exempt market dealer registered in all provinces and territories and principally regulated by the Ontario Securities Commission. There is no assurance that the Corporation's application to use the platform offered by TSX Private Markets for secondary trading will be accepted or, if accepted, that any holder of Preferred Shares will be able to utilize that platform to sell, or acquire additional, Preferred Shares in the future.

2.6 Insufficient Funds

The available funds raised from this Offering will be used for the purposes set out in Item 1.2 Use of Available Funds and Item 2.5 Short Term Objectives and How the Corporation Intends to Achieve Them.

The Corporation does not intend to hold any significant cash reserves, other than those amounts necessary to pay for all management, administration and operating expenses incurred by the Corporation in the conduct of its business. The proceeds of this Offering may not be sufficient to accomplish all of the Corporation's proposed objectives.

The Corporation may obtain financing from third parties or institutional lenders to finance costs incurred by the Corporation to further its business objectives. The terms and conditions of any future financing, if obtained by the Corporation, are not known to the Corporation. The Corporation may also seek to raise funds from future issues of debt and equity, should circumstances warrant. There is no assurance that alternative financing will be available.

The Corporation anticipates that the first Closing of the Offering will occur as subscriptions are received. The Corporation may raise funds or secure access to additional sources of capital outside of the Offering under this Offering Memorandum.

2.7 Material Agreements

The following are the key terms of all material agreements which the Corporation has or expects to enter into and which can reasonably be regarded as presently being material to the Corporation or a prospective purchaser of Shares being offered pursuant to this Offering.

2.7.1 Joint Venture Agreement with ASOF and InSight Holdings Ltd.

On September 15, 2011, the Corporation entered into a joint venture agreement with ASOF and InSight Holdings Ltd. Certain terms of the joint venture agreement are summarized as follows:

1. The joint venture parties agree to acquire the Altire Waterfront property in Alberta and to renovate and convert to condominiums all units in the property, and to subsequently sell each condominium unit.
2. The Corporation holds the title to the property as bare trustee for the joint venture partners.
3. The joint venture partners appoint AIM as the project manager, for which they will pay AIM the following fees: an acquisition fee of 1.5% of the gross purchase price of the property; a project fee of 30% of the net profit of the Project; and 1% of the aggregate value of the third party financing, to the extent that AIM has obtained joint and several guarantees for the third party financing as required by a lender (guarantee fee).

ASOF is a related party of the Corporation because the general partner of ASOF is AIM. Peter Cheung, a director, officer and shareholder of the Corporation, holds 56% of the issued and outstanding shares of AIM and is also a director and officer of AIM.

ITEM 3: DIRECTORS, MANAGEMENT, PROMOTERS AND PRINCIPAL HOLDERS

3.1 Compensation and Securities Held

The following table provides specified information about each director, officer and promoter of the Corporation and each person who directly or indirectly beneficially owns or controls 10% or more of any class of voting securities of the Corporation (a “Principal Holder”). Where the Principal Holder is not an individual, the following table provides the name of any person that directly or indirectly beneficially owns or controls more than 50% of the voting rights of the Principal Holder.

Name and municipality of principal residence	Position held and date of obtaining that position	Compensation paid by issuer or related party in the most recently completed financial year and the compensation anticipated to be paid in the current financial year	Number, type and percentage of securities of the Corporation held after completion of the Minimum Offering	Number, type and percentage of securities of the Corporation held after the completion of the Maximum Offering
Peter Cheung ⁽¹⁾ Burnaby, British Columbia	Chief Executive Officer, acting Chief Financial Officer and Director September, 2010	2014: \$19,880 ⁽²⁾ 2015: \$70,000	3,840,000 Common Shares (32.08%)	3,840,000 Common Shares (32.08%)
Stephen Duke Burnaby, British	Executive Vice President, Director	2014: Nil 2015: \$70,000	1,800,000 Common Shares (15.04%)	1,800,000 Common Shares (15.04%)

Name and municipality of principal residence	Position held and date of obtaining that position	Compensation paid by issuer or related party in the most recently completed financial year and the compensation anticipated to be paid in the current financial year	Number, type and percentage of securities of the Corporation held after completion of the Minimum Offering	Number, type and percentage of securities of the Corporation held after the completion of the Maximum Offering
Columbia	January, 2014			
Wendy Cheung and Rinco Chan ⁽³⁾ Vancouver, British Columbia	N/A	2014: N/A 2015: N/A	2,460,000 Common Shares (20.55%)	2,460,000 Common Shares (20.55%)
Winston Wong	Director October, 2014	2014: Nil 2015: \$10,000	N/A	N/A

1 Shares held through 1028646 B.C. Ltd., a company controlled by Peter Cheung.

2 Salary in 2014 was paid by AIM.

3 Shares held through 1029173 B.C. Ltd., a company controlled by Wendy Cheung and Rinco Chan.

4 Percentage calculated based on issued and outstanding Preferred Shares and Common Shares as of April 13, 2015.

3.2 Management Experience

Name and position	Principal Occupation and Related Experience
Peter Cheung President, Chief Executive Officer and Director	Mr. Cheung is a founding member and President of the Corporation and has been involved with the Corporation since 2010, and with entities related to the Corporation, including AIM, for the past 5 years. Canadian Real Estate Wealth Magazine named Peter the Inter-provincial Investor of the Year in 2012. Peter is an active Real Estate Investment Network member and won Player of the Year in 2008, 2009, 2010, 2011, 2012 and 2013. Peter graduated with a B.Sc. from Simon Fraser University.
Stephen Duke Executive Vice President, Director	Mr. Duke is responsible for corporate finance, due diligence and project planning and has been with the Corporation since January of 2014. He brings over 15 years of experience in residential and recreational property development with a focus on business development, finance and marketing. Stephen is an entrepreneur with experience serving on the boards of publicly traded companies which he co-founded. Stephen earned his MBA at Guelph University where he researched condominium and hotel financial structures.
Winston Wong Director	Mr. Wong has an extensive background in the Chinese banking industry with the Standard Chartered Bank for 20 years prior to joining the Tri City Mortgage Group as Senior Advisor, where he has been for the past 10 years. Winston started Magusta Developments (BC) Ltd. - a major real estate development company building high rises and large single family developments.

3.3 Penalties, Sanctions and Bankruptcy

No director, officer or shareholder of the Corporation holding a sufficient number of securities of the Corporation to affect materially the control of the Corporation, has been subject to 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 has been subject to any other penalties or sanctions imposed by a court or a regulatory body or

self-regulatory authority that would likely be considered important to a reasonable investor in making an investment decision:

Except as hereinafter disclosed, no director or officer of the Corporation has declared bankruptcy, made a voluntary assignment in bankruptcy, proposal under any bankruptcy or insolvency legislation, proceedings, arrangement or compromise with creditors or appointment of a receiver, receiver manager or trustee to hold assets, in, or which has been in effect over the last 10 years.

3.4 Loans

There are no loans payable to or from the directors, management, promoters or Principal Holders as at the date of this Offering Memorandum.

ITEM 4: CAPITAL STRUCTURE

4.1 Share Capital

Description of Security	Number authorized to be issued	Price per security	Number outstanding as of October 6, 2015	Number outstanding after Minimum Offering	Number outstanding after Maximum Offering
Common Shares	Unlimited	\$0.0001	10,000,000	10,000,000	10,000,000
Preferred Shares	Unlimited	\$1.00	2,257,055	2,257,055 ⁽¹⁾	7,257,055

1 There is no minimum offering amount. Assumes no additional Preferred Shares will be issued.

4.2 Long Term Debt

As of the date of this Offering Memorandum, the Corporation has outstanding the following long term debt obligations:

Description of Long Term Debt	Number Outstanding	Interest Rate	Repayment Terms	Amount Outstanding as at October 6, 2015
Line of Credit, secured	n/a	n/a	n/a	n/a
Short Term promissory notes	n/a	n/a	n/a	n/a

4.3 Prior Sales

The following table sets out Preferred Shares issued by the Corporation within the last 12 months.

Date of issuance	Type of security issued	Number of securities issued	Price per security	Total funds received
December 31, 2014	Preferred Shares	133,325	\$1.00	\$133,325 ⁽¹⁾
December 31, 2014	Preferred Shares	1,735,787	\$1.00	N/A ⁽²⁾
February 20, 2015	Preferred Shares	100,000	\$1.00	\$100,000
September 11, 2015	Preferred Shares	287,943	\$1.00	\$287,943

1 Represents funds received from new investment effective December 31, 2014.

2 Issued to previous holders of bonds in exchange for the redemption of those bonds. See Item 2.3.1 Reorganization of the Corporation.

ITEM 5: SECURITIES OFFERED

5.1 Terms of Securities

The Corporation is offering Preferred Shares. Subject to restrictions imposed by securities laws in certain jurisdictions, there is no minimum or maximum number of Preferred Shares that a Subscriber may purchase.

5.1.1 Rights and Restrictions in the Articles

Voting

The Preferred Shares are voting shares. The holders of Preferred Shares are entitled to one vote for each share held at all meetings of shareholders of the Corporation.

Dividends

Each Preferred Share will entitle the holder thereof to receive cash dividends out of the profits or surpluses available for dividends as and when declared by the directors of the Corporation. Any dividend declared on the Common Shares shall also be declared, at the same time and for the same amount per share, on the Preferred Shares.

Each Preferred Share will entitle the holder thereof to a cumulative dividend of 5% of the issue price of a Preferred Share, which, when declared and paid, shall be satisfied by the issuance to the holder thereof, for each Preferred Share held, of that number of Common Shares of the Corporation (a “**Share Dividend**”) that is equal to the result of the following formula:

$$A = \frac{(B \times (C \times 0.05))}{D}$$

Where:

A = the number of Common Shares to be issued as a dividend on a particular Preferred Share.

B = the amount of time, expressed in years (or portions thereof), that has passed since the most recent of (a) the issue date of the Preferred Share on which a dividend will be declared and (b) the most recent date, if any, on which a Share Dividend was declared and paid on that Preferred Share.

C = the issue price of a particular Preferred Share, as adjusted in the event of a consolidation or subdivision of a Preferred share.

D = the then current fair market value of the Common Shares which shall be (a) the price at which the Corporation has agreed to issue the Common Shares to any person (which includes, for certainty, the issue price set in connection with the listing of the Common Shares for public trading on any stock market or exchange), whether as a dividend or otherwise, provided that such issuance or listing will occur within 30 days following the date of the dividend, or (b) if (a) does not apply, then the most recent

price at which any Common Shares have been issued to any person, whether as a dividend or otherwise, provided that such issuance occurred in the 30 days prior to the date of the dividend, or (c) if neither (a) nor (b) apply, then the value of the Common Shares as determined by the board of directors of the Corporation, acting in good faith.

No fractional shares will be issued on the declaration and issuance of a Share Dividend. Whether or not fractional shares would be issuable upon such Share Dividend shall be determined on the basis of the total number of Preferred Shares held by the holder at the time the Share Dividend is declared and calculated, and the aggregate number of Common Shares issuable. If, after the aforementioned aggregation, the aggregate Share Dividend, based on the total number of Preferred Shares held by the holder at the time the Share Dividend is declared and calculated, would result in the issuance of a fraction of a Common Share, the number of Common Shares to be issued shall be rounded down to the nearest whole share.

The Share Dividend will be declared and paid as and when determined by the board of directors of the Corporation in their discretion, provided that any accrued but not declared and paid Share Dividend shall be declared and paid immediately prior to (a) a Winding-Up Event, (b) the repurchase of the Preferred Shares by the Corporation, (c) the sale, by the current holders of the Common Shares, of more than 50% (in the aggregate) of the issued and outstanding Common Shares to a bona fide arm's length third party for value, (d) an initial public offering of the Corporation or any other event pursuant to which the Common Shares are listed and subsequently publicly traded on an exchange or (e) any conversion of the Preferred Shares into Common Shares.

Share of Assets

Upon a Winding-Up Event, each Preferred Share will be entitled to receive, in priority to the Common Shares, an amount equal to the amount paid for such Preferred Share, and thereafter will share, *pari passu*, on a share for share basis, the remaining assets of the Corporation with the Common Shares.

Redemption

The Preferred Shares are not redeemable, but may be repurchased by the Corporation upon agreement between the Corporation and a holder thereof.

Mandatory Conversion

The Preferred Shares shall convert, without further action by the holder thereof, as follows:

- (1) the Preferred Shares shall convert into Common Shares on the basis set forth in paragraph (2) below: (a) immediately prior to the effective time of an initial public offering of the Corporation or any other event pursuant to which the Common Shares are listed and subsequently publicly traded on an exchange or (b) at the discretion of the Corporation, as exercised and evidenced by a resolution of the directors of the Corporation, provided that such discretion shall only be exercised, if at all, (i) immediately prior to the effective time of (A) any future financing of the Corporation, in excess of \$2,000,000, where the investor or group of investors requires such conversion or (B) the sale, by the current holders of the Common Shares, of more than 50% (in the aggregate) of the issued and outstanding Common Shares to a bona fide arm's length third party for value, or (ii) upon the request of any holder of Preferred Shares.
- (2) each Preferred Share shall be converted, without payment of additional consideration by the holder thereof, into such number of fully paid and non-assessable Common shares on the basis of a one Common Share for each Preferred Share.
- (3) no fractional shares shall be issued upon the conversion of the Preferred Shares. Whether or not fractional shares would be issued upon such conversion shall be determined on the basis of the total number of Preferred Shares the holder is at the time and the number of Common Shares issuable upon such conversion. If, after the aforementioned aggregation, the conversion would result in the issuance of a fraction of a Common Share, the number of Common Shares issued shall be rounded down to the nearest whole share.

5.1.2 Contractual Rights and Restrictions

Drag Along Rights

The Preferred Shares are subject to the following obligations to sell (drag along rights):

In the event one or more holders of shares of any class in the capital of the Corporation that carry the right to vote at annual general meetings ("**Voting Shares**"), holding Voting Shares representing at least 66 and 2/3% of all of the then outstanding Voting Shares ("**Selling Shareholders**"), desire to sell all, but not less than all, of the Voting Shares held by the Selling Shareholders (a "**Change in Control Transaction**") to an arm's length (as that term is defined in the Tax Act) third party (an "**Offeror**"), then the Selling Shareholders may secure from an Offeror a bona fide offer (an "**Offer**") to purchase the Voting Shares and the Offeror will have the right, but not the obligation, to purchase from each Subscriber all or a portion of the shares in the capital of the Corporation held or beneficially owned by that Subscriber including, but not limited to, the Preferred Shares subscribed for under this Offering Memorandum (the "**Drag Shares**"), provided that the Offeror will be required to purchase the Drag Shares for cash and at the same price per share, for the same consideration and on the same terms upon which the Selling Shareholders are selling the Voting Shares. For clarity, a sale by one or more Selling Shareholders of Voting Shares to the Corporation, or to an affiliate of the Corporation, is not a Change in Control Transaction.

Upon the receipt of the Offer, together with ten (10) days written notice from the Selling Shareholders of the intention to accept the Offer and from the Corporation of its approval of the transfer of the Voting Shares that are subject to the Offer from the Selling Shareholders to the Offeror, each Subscriber will be deemed to have accepted the Offer in accordance with its terms and conditions and the Subscribers will sell the Drag Shares to the Offeror on the same terms and conditions provided herein and in the Offer. The transaction will be completed at the Corporation's registered office where delivery of the Drag Shares will be made by each Subscriber with good title, free and clear of all liens, charges, encumbrances and any other rights of others, against payment by the Offeror of the purchase price for the Drag Shares pursuant to the terms of the Offer. If, at the time of completion, the Drag Shares are subject to any liens, charges, encumbrances or other rights of others, the Offeror will be entitled to deduct from the purchase money to be paid to the Subscriber the amount required to discharge such lien, charge, encumbrance or other right and will apply such amount to the repayment, on behalf of the Subscriber, of the obligations secured thereby.

If a Subscriber defaults (a "**Defaulting Subscriber**") in transferring any of the Drag Shares that the Defaulting Subscriber is obligated to transfer to the Offeror pursuant to drag along rights described above, then any Defaulting Subscriber agrees that the Corporation is authorized and directed to receive the purchase money for the Drag Shares and thereon to record the transfer of the Drag Shares, to enter the name of the Offeror in the registers of the Corporation as the holder of the Drag Shares, and to cause to be issued to the Offeror share certificates for the Drag Shares in the name of the Offeror and cancel the share certificates for the Drag Shares registered in the name of the Defaulting Subscriber. The Corporation will hold the purchase money for the Drag Shares in trust on behalf of the Defaulting Subscriber and will not commingle the purchase money with the Corporation's assets, except that any interest accruing thereon will be for the account of the Corporation. Upon the occurrence or completion of the foregoing, the purchase and sale of the Drag Shares will be deemed complete at the price and on the terms and conditions contemplated herein and by the Offer and the Offeror will for all purposes own the Drag Shares purchased by it and the Defaulting Subscriber will cease to have any right to or in respect of the Drag Shares except for the right to receive, without interest, the purchase money received and held by the Corporation upon surrender of any certificates that previously represented such Drag Shares.

Tag Along Rights

The Preferred Shares are subject to the following right to sell (tag along rights):

Except for a transaction to a trust or company in which one or more of the Selling Shareholders will have a significant continuing financial interest, if an Offeror agrees to acquire, for cash, from the Selling Shareholders that number of Voting Shares sufficient to effect a Change in Control Transaction, the Offeror will only be permitted to acquire the Voting Shares if the Offeror first makes an offer (an "**Offer to Purchase**") to each Subscriber to purchase a comparable portion of the shares in the capital of the Corporation held or beneficially owned by a Subscriber including, but not limited to, the Preferred Shares subscribed for under this Offering Memorandum (the "**Tag Shares**"), for cash and at the same price per share, for the same consideration and on the same terms upon which the Selling Shareholders are selling the Voting Shares.

The Offer to Purchase will be given to the Subscribers in a notice (the “**Notice**”). Within ten (10) Business days of the Notice being given, the Subscribers will have the option, but will not be required, to accept the Offer to Purchase by giving notice of the Subscriber’s acceptance thereof to the Selling Shareholders, the Offeror and the Corporation.

If the Subscriber accepts the Offer to Purchase, then the Selling Shareholders will not sell their Voting Shares, and the Corporation will not approve the transfer of the Voting Shares from the Selling Shareholders to the Offeror, unless the Offeror purchases and simultaneously completes the purchase of the Tag Shares. The transaction will be completed at the Corporation’s registered office where delivery of the Tag Shares will be made by the Subscriber with good title, free and clear of all liens, charges, encumbrances and any other rights of others, against payment by the Offeror of the purchase price for the Tag Shares pursuant to the terms of the Offer. If, at the time of completion, the Tag Shares are subject to any liens, charges, encumbrances or other rights of others, the Offeror will be entitled to deduct from the purchase money to be paid to the Subscriber the amount required to discharge such lien, charge, encumbrance or other right and will apply such amount to the repayment, on behalf of the Subscriber, of the obligations secured thereby.

If a Subscriber defaults (a “**Defaulting Subscriber**”) in transferring any of the Tag Shares that the Defaulting Subscriber has become obligated to transfer to the Offeror pursuant to this tag along right, then the Defaulting Subscriber agrees that the Corporation is authorized and directed to receive the purchase money for the Tag Shares and thereon to record the transfer of the Tag Shares, to enter the name of the Offeror in the registers of the Corporation as the holder of the Tag Shares, and to cause to be issued to the Offeror share certificates for the Tag Shares in the name of the Offeror and cancel the share certificates for the Tag Shares registered in the name of the Defaulting Subscriber. The Corporation will hold the purchase money for the Tag Shares in trust on behalf of the Defaulting Subscriber and will not commingle the purchase money with the Corporation’s assets, except that any interest accruing thereon will be for the account of the Corporation. Upon the occurrence or completion of the foregoing, the purchase and sale of the Tag Shares will be deemed complete at the price and on the terms and conditions contemplated herein and by the Offer and the Offeror will for all purposes own the Tag Shares purchased by it and the Defaulting Subscriber will cease to have any right to or in respect of the Tag Shares except for the right to receive, without interest, the purchase money received and held by the Corporation upon surrender of any certificates that previously represented such Tag Shares.

Restriction on Transfer

At an annual general and special meeting of the shareholders of the Corporation held June 18th, 2015, a motion and resolution were made to amend the Articles of Incorporation to remove the Restriction on Transfer deleting Article 26 in its entirety and replacing it with the following:

26. Restrictions on Share Transfers “Intentionally Deleted”.

5.2 Subscription Procedure

5.2.1 Subscription Documents

Subscribers wishing to subscribe for Shares will be required to enter into a Subscription Agreement with the Corporation which will contain, among other things, representations, warranties and covenants by the Subscriber that it is duly authorized to purchase the Shares, that it is purchasing the Shares as principal and for investment and not with a view to resale and as to its corporate or other status to purchase the Shares and that the Corporation is relying on an exemption from the requirements to provide the Subscriber with a prospectus and as a consequence of acquiring the Shares pursuant to this exemption, certain protections, rights and remedies, provided by applicable securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber.

The Subscription Agreement is attached as Schedule A to this Offering Memorandum.

In order to subscribe for Shares, a Subscriber must complete, execute and deliver the following documentation to the Corporation at 111 – 3823 Henning Drive, Burnaby, BC V5C 6P3:

1. one (1) completed and signed copy of the Subscription Agreement attached as Schedule A to this Subscription Agreement;
2. a certified cheque or bank draft in an amount equal to the Subscription Amount (as set forth on the face page of the Subscription Agreement), payable to “Reed Pope Law Corporation in Trust”; and

3. completed and executed copies of the appropriate investor qualification and risk acknowledgement form(s), all of which are attached to the Subscription Agreement.

The funds representing the Subscription Amount will be held in trust until midnight of the second business day following to the date that each Subscription Agreement is signed by the Subscriber, during which time the Subscriber may exercise its rights of rescission as set out in Item 11 Purchaser's Rights. Subject to applicable securities laws and the Subscriber's two-day cancellation right described above and in Item 11 Purchaser's Rights, a subscription for Shares, evidenced by a duly completed Subscription Agreement delivered to the Corporation, shall be irrevocable by the Subscriber.

Subscriptions for Shares will be received, subject to rejection and allotment, in whole or in part, and subject to the right of the Corporation to close the subscription books at any time, without notice. If a subscription for Shares is not accepted, all funds representing the Subscription Amount will be promptly returned to the Subscriber without interest or deduction.

Closings of the Offering will occur on a periodic basis as completed subscriptions are received from Subscribers and accepted by the Corporation.

5.3 Distribution

The Offering is being conducted in the Provinces of British Columbia and Alberta, under the exemptions from the prospectus requirements afforded by Section 2.9 of NI 45-106.

The exemption pursuant to Section 2.9 of NI 45-106 is available for distributions to investors in British Columbia and Alberta who purchase as principal, receive this Offering Memorandum prior to signing the Subscription Agreement and sign the applicable risk acknowledgement forms attached to the Subscription Agreement.

In addition, Subscribers resident in Alberta who subscribe for more than \$10,000 in Preferred Shares and relying on the exemption set out in Section 2.9 of NI 45-106 must also sign the representation letter attached to the Subscription Agreement, certifying that the Subscriber is an "eligible investor".

The foregoing exemption relieves the Corporation from the provisions of the applicable securities laws of each of the provinces and territories listed above, which otherwise would require the Corporation to file and obtain a receipt for a prospectus. Accordingly, prospective investors for Preferred Shares will not receive the benefits associated with a subscription for securities issued pursuant to a prospectus, including the review of disclosure materials by securities regulatory authorities.

The exemptions from the registration requirements contained in the applicable securities laws of each of the provinces and territories of British Columbia and Alberta allow the Corporation to offer the Shares for sale directly to Subscribers.

ITEM 6: INCOME TAX CONSEQUENCES AND RRSP ELIGIBILITY

You should consult your own professional advisers to obtain advice on the income tax consequences that apply to you. The following commentary relates only to whether the Preferred Shares may qualify as an eligible investment for Deferred Plans.

6.1 Summary of Principal Federal Income Tax Consequences

The principal Canadian federal income tax consequences related to the acquisition of Preferred Shares by Deferred Plans are described below.

6.1.1 Overview

Eligible Shares

Under regulation 4900(14) of the Tax Act, a "qualified investment" ("QI") of a Deferred Plan, includes shares of the capital stock of company that is a "specified small business corporation" ("SSBC") at the time the shares are acquired by the Deferred Plan, provided that the shares are not a "prohibited investment" ("PI") at that time. Where a Deferred Plan acquires a share that is not a QI, where a share that was a QI at the time of its issue subsequently ceases to be a QI, or

where a share otherwise becomes a PI in respect of a Deferred Plan, significant penalties may be payable and any income earned or gains realized by the Deferred Plan on the share subsequent to that time will be taxable.

Specified Small Business Corporation

Under regulation 4901(2) of the Tax Act, an SSBC, at any time, means a corporation (other than a cooperative corporation) that would, at that time or at the end of the company's last taxation year ending before that time, be a "small business corporation" ("SBC"). For this purpose, a SBC means a corporation that was incorporated in Canada, that is not controlled directly or indirectly in any manner whatever by one or more non-resident persons, and all or substantially all (generally considered to be 90% or more) of the fair market value of the assets of which is attributable to assets that are used principally in an "active business" carried on primarily in Canada by the particular corporation or by a corporation related to it, shares of the capital stock or indebtedness of one or more SBC's that are "connected" with the particular corporation, or a combination thereof.

Active Business

In general, an active business carried on by a corporation is any business other than a "specified investment business" or a "personal services business", although an investment business may not constitute a "specified investment business" if such activities are not the main business of the corporation or a separate business of the corporation.

Specified Investment Business

A specified investment business ("**SIB**") of a corporation means a business whose principal purpose is to earn income from property, such as interest, dividends, rents and royalties, and includes a business of leasing real property. However, where the corporation employs more than five full-time employees in that business throughout the taxation year, the business will not be an SIB.

A corporation is not considered to employ the employees of a joint venture of which the corporation is a member. The corporation must directly employ the employees if they are to count towards the foregoing test.

Where a corporation is a member of a partnership which employs more than five full-time employees in its business of earning income from property, that corporation will not be considered to be engaged in a specified investment business with respect to its interest in the partnership's business.

It is prudent to consider that such investment activities may be considered a separate business, particularly if such business is carried on through a separate partnership or joint venture.

Prohibited Investment

A share will be a PI where it is a share of a corporation in which the annuitant of the RRSP or RRIF, or the holder of the TFSA (any of whom shall hereinafter be referred to as the "**Beneficiary**") has a "significant interest", or of a corporation that does not deal at arm's length with the Beneficiary.

Significant Interest

A "significant interest" means that the Beneficiary owns directly or indirectly 10% or more of the shares of any class of the corporation (or of any company related to the corporation). For this purpose, the Beneficiary of the Deferred Plan is deemed to own any shares of the corporation (or a company related to corporation) that are owned by persons with whom the holder does not deal at arm's length (including spouses, minor children, etc.). Whether a Beneficiary deals at arm's length with any such person is a question of fact that can only be determined by examining all the relevant facts and circumstances, however under the Act, "related persons" are deemed not to deal at arm's length. "Related persons" include, but are not limited to, parents, children, siblings and a corporation and the person who controls the corporation.

Corporation Not at Arm's Length

Whether a Beneficiary deals at arm's length with a particular corporation is a question of fact that can only be determined by examining all the relevant facts and circumstances, however under the Tax Act, "related persons" (as defined above) are deemed not to deal at arm's length.

Eligible Subscribers

As described above, shares may be a PI in respect of a particular Deferred Plan due to the identity of the Beneficiary of that plan. This can only be determined on a case by case basis.

Subscribers who wish to subscribe for the Preferred Shares through their Deferred Plan should seek independent professional advice as to whether the shares are a PI of their Deferred Plan.

6.1.2 Analysis of the Corporation and Preferred Shares

Management of the Corporation has determined that Corporation was incorporated in Canada, and that as of the date of this Offering Memorandum (the the purposes of this Item 6, the “**Issue Time**”):

1. The Corporation is not controlled directly or indirectly in any manner whatever by one or more non-resident persons,
2. All or substantially all of the fair market value of the Corporation’s assets is attributable to assets that are used principally in an active business carried on primarily in Canada by the Corporation,
3. All or substantially all of the fair market value of the Corporation’s interest in the assets of any joint ventures of which it is a participant is attributable to assets that are used principally in an active business carried on primarily in Canada by such joint ventures, or that if the joint venture is carrying on a business that would otherwise be a SIB, that the Corporation’s employees in the business of the joint venture, directly and solely, more than 5 full time employees.,
4. All or substantially all of the fair market value of the assets of any partnerships of which the Corporation is a member is attributable to assets that are used principally in an active business carried on primarily in Canada by such partnerships, or that such partnerships employee more than five full time employees in any business carried on by them which involve the earning of income from property.

Consequently, provided that the Preferred Shares are not a PI in respect of the particular Deferred Plan that is acquiring them, the Preferred Shares should be a QI of a Deferred Plan at the Issue Time.

Subsequent to the Issue Time, the Preferred Shares may become a PI where the Corporation ceases to be a SSBC, or where the Preferred Shares otherwise become a PI in respect of a Deferred Plan. This determination relies on facts and circumstances that occur after the Issue Time or that are unique to each particular Deferred Plan. Management of the Corporation is aware of the importance of the Corporation maintaining SSBC status and will monitor the Corporation’s assets on an ongoing basis to ensure that this status is maintained. Subscribers who hold Preferred Shares through a Deferred Plan should monitor the status of the Preferred Shares on an ongoing basis and seek professional advice as to whether the Preferred Shares are at risk of becoming or have become a PI of the particular Deferred Plan.

The above comments are based on the contents of the Tax Act and the Regulations, as of March 31, 2015. Tax law (including but not limited to the Tax Act and the Regulations) is subject to change both on a prospective and sometimes on a retroactive basis. Subscribers should be aware that changes to the Tax Act or Regulations announced subsequent to the Issue Time could change the above comments on the eligibility of the Preferred Shares as a QI of a Deferred Plan.

6.1.3 Qualifications

The income tax information herein was provided by Dale Matheson Carr-Hilton Labonte LLP, Chartered Accountants, and it is based on the current provisions of the Tax Act and the Regulations as of March 31, 2015.

Subscribers should be aware that changes to the Tax Act or Regulations announced subsequent to the Issue Time could change the above comments on the eligibility of the Preferred Shares as a QI of a Deferred Plan.

No advance income tax ruling has been applied for or received with respect to the income tax consequences described in this Offering Memorandum.

Subscribers who wish to subscribe for the Preferred Shares through their Deferred Plan should seek independent professional advice as to whether the Preferred Shares are a QI or a PI of their Deferred Plan.

ITEM 7: COMPENSATION PAID TO SELLERS AND FINDERS

The Corporation reserves the right, as allowed by applicable securities legislation, to retain agents to help effect sales of the Shares offered. If an agent is retained, the agent will be paid aggregate fees and commissions of up to 10% of the gross proceeds realized on the Shares sold by such agent. The Corporation may compensate its employees and consultants up to 10% of the gross proceeds realized on the sale of the Shares for soliciting subscriptions for the Shares sold with respect to Shares not sold by an agent. The Corporation may compensate its officers and directors up to 10% of the gross proceeds realized on the sale of the Shares with respect to the Shares not sold by an agent.

ITEM 8: RISK FACTORS

The purchase of Shares pursuant to this Offering should only be made after consulting with independent and qualified sources of investment and tax advice. Investment in the Shares at this time is highly speculative. The Corporation's business involves a high degree of risk, including risks which experience, knowledge and careful evaluation may not be able to overcome. Purchasers of Shares must rely on the ability, expertise, judgment, discretion, integrity and good faith of the management of the Corporation. This Offering is suitable for investors who are willing to rely solely upon the management of the Corporation and who can afford a total loss of their investment.

In addition to factors set forth elsewhere in this Offering Memorandum, potential Subscribers should carefully consider the following factors, which are inherent to the ownership of the Shares. The following is a summary only of the risk factors involved in an investment in the Shares. Prospective investors should review the risks with their legal and financial advisors.

8.1 Investment Risk

The Corporation has identified the following risks that are specific to the Preferred Shares:

1. The purchase price of the Preferred Shares has been determined by the board of directors of the Corporation based on its assessment of the fair market value of the Preferred Shares. This assessment is, in many respects, arbitrary.
2. Exclusive authority and responsibility for managing the Corporation rests with management of the Corporation and those persons, consultants and advisors retained by management on behalf of the Corporation. Accordingly, investors should appreciate that they will be relying on the good faith, experience, expertise and ability of the directors and officers of the Corporation and other parties for the success of the business of the Corporation.
3. An investment in the Shares of the Corporation is an illiquid investment. **There is currently no market through which the Shares of the Corporation may be sold.** The Corporation is not a "reporting issuer" in any jurisdiction, and a prospectus has not qualified the issuance of the Shares. The Shares are subject to a number of restrictions respecting transferability and resale, including a restriction on trading imposed by applicable securities laws. Until the restriction on trading expires, you will not be able to trade the Shares unless you comply with an exemption from the prospectus and registration requirements under securities legislation. See Item 10 Resale Restrictions.
4. The Share Dividend to which the holders of Preferred Shares are entitled will result in the holders thereof receiving Common Shares of the Corporation. There is a risk that, when issued, the Common Shares underlying the Share Dividend may have no value or it may be difficult for the holder thereof to realize the value of the Common Shares underlying the Share Dividend. There is currently no market through which any of the securities of the Corporation may be sold, the Common Shares are illiquid and subject to a number of restrictions respecting transferability and resale.
5. The tax consequences associated with an investment in the Shares may be subject to changes in federal and provincial tax laws. There can be no assurance that the tax laws will not be changed in a manner that will fundamentally alter the income tax consequences to investors holding or disposing of the Shares. If the Shares cease to be eligible Deferred Plan investments, an annuitant under a Deferred Plan which acquires or holds Shares may be required to include in his or her income the fair market value of the Shares acquired by the Deferred Plan, may incur penalties, and may have the registration of the Deferred Plan revoked. No advance

income tax ruling has been applied for or received with respect to the income tax consequences described in the Offering Memorandum. See Item 6 Income Tax Consequences and RRSP Eligibility.

6. No assurance can be given that changes in the Tax Act, CRA policies or future court decisions or the implementation of new taxes will not adversely affect the Corporation or fundamentally alter the income tax consequences to holders of the Shares with respect to acquiring, holding or disposing of the Shares. Subscribers are strongly encouraged to consult their tax advisors as to the tax consequences of acquiring, holding and disposing of the Shares purchased pursuant to the Offering.
7. No independent counsel was retained on behalf of the Subscribers with respect to this Offering. There has been no review by independent counsel on behalf of the Subscribers of the Offering Memorandum or any other documentation in relation to the Offering. No due diligence has been conducted on behalf of Subscribers by counsel.

8.2 Issuer Risk

The Corporation has identified the following risks that are specific to the Corporation:

1. The Corporation will have a limited amount of working capital as the majority of the proceeds from this Offering will be used to finance the Corporation's business objectives.
2. The Corporation may find it necessary in the future to obtain additional debt or equity to support ongoing operations. There can be no assurance that additional financing will be available to the Corporation when needed or on terms acceptable to the Corporation.
3. As the sole asset of the Corporation will be the Real Estate Interests it acquires, risks associated with the holding of Real Estate Interests are also inherent with respect to an investment in the Shares. The Corporation's short and long term objective is to raise funds to acquire Real Estate Interests. A return on investment for a Subscriber is dependent upon the ability of the Corporation to execute its business plan in order for it to be able to provide a return on capital to its shareholders. As a result, there is no assurance or guarantee that the purchasers of Shares pursuant to this Offering will receive the return of their investment. Subscribers should review these risks with their legal and financial advisors.
4. The directors and officers of the Corporation will not be devoting all of their time to the affairs of the Corporation, but will be devoting such time as required to effectively manage the Corporation. The directors and officers of the Corporation are engaged and will continue to be engaged in the search for business prospects on their own behalf and on behalf of others.
5. There are potential conflicts of interest to which the directors and officers of the Corporation may be subject in connection with the operations of the Corporation. Situations may arise where the directors and officers will be in direct competition with the Corporation. Conflicts, if any, will be subject to the procedures and remedies under the BCBCA.
6. The Corporation has limited operational history and, since its assets are invested in projects with time horizons of up to 36 months for return of capital and profits, there is no history of earnings. Accordingly, there is no operating history upon which to base an evaluation of the Corporation and its business and prospects. The Corporation is in the early stage of its business cycle and therefore is subject to all risks associated with early stage companies, including: start up losses, uncertainty of revenues, markets and profitability, the need to raise additional funding, the evolving and unpredictable nature of the Corporation's business. There can be no assurance that the Corporation will be successful in doing what it is required to do to overcome these risks. No assurance can be given that the Corporation's business activities will be successful.

8.3 Industry Risks

The Corporation has identified the following risks faced by the Corporation related to the acquisition of Real Estate Interests:

1. Real estate developments and investments are generally subject to varying degrees of risk depending on the

nature of the property. Such risks include changes in general economic conditions (such as the availability and cost of mortgage funds), local conditions (such as the supply of competing lands in the area), government regulation (such as taxation of property and environmental legislation) and the attractiveness of properties to potential purchasers.

2. Each segment in the real estate development industry is capital intensive and is typically sensitive to interest rates. Any income generated by the sale of the real estate properties is dependent upon general economic conditions. The Corporation may be required to make certain significant expenditures in respect of its business including, but not limited to, the payment of property taxes, mortgage payments, insurance costs and related charges which must be made regardless of whether or not the real estate properties are producing sufficient income to service such expenses. In addition, the real estate properties acquired by the Corporation may be used as security to obtain further financing for the renovation of the real estate properties. If the Corporation, or any limited partnership or joint venture with which the Corporation is involved in respect of a real estate property, is unable or unwilling to meet the payment obligations on such loans, losses could be sustained by the Corporation as a result of the exercise by the lenders of their rights of foreclosure or sale which may have an adverse impact upon an investor's investment in the Shares.
3. Real property investments tend to be relatively illiquid, with the degree of liquidity generally fluctuating in relation to the demand for and or the perceived desirability of, the real property. Such illiquidity may limit the Corporation's ability to vary its asset base promptly in response to changing economic or investment conditions.
4. Under various environmental laws, ordinances and regulations, the current or previous owner or operator of real property may be liable for the costs of removal or remediation of hazardous or toxic substances on, under or in such property. Such laws could impose liability whether or not the Corporation knew of, or was responsible for, the presence of such hazardous or toxic substances. The presence of hazardous or toxic substances, or the failure to remove or remediate such substances, if any, could adversely affect the Corporation's ability to sell its Real Estate Interests or to borrow using those real estate properties as collateral and could potentially also result in claims against the Corporation.
5. The economic performance and value of the Corporation's Real Estate Interests will be subject to all of the risks associated with investing in real estate, including, but not limited to:
 - changes in the national, regional and local economic climate;
 - local conditions, including an oversupply of properties, or a reduction in demand for real estate properties;
 - the attractiveness of all or parts of the real estate properties to purchasers;
 - competition from other available real estate properties; and
 - changes in laws and governmental regulations, including those governing usage, zoning, the environment and taxes.
6. The likelihood of the success of the Corporation must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the establishment of any business and real estate investment. If the Corporation fails to address any of these risks or difficulties adequately, its business will likely suffer. Future profits, if any, will depend upon various factors, including the marketability and sale of the real estate property, government regulations and enforcement and general economic conditions. There is no assurance that the Corporation will ultimately sell the real estate properties for a profit.
7. Recent developments in the world financial markets have had a significant adverse impact on the value of real estate properties, the availability of debt financing and general economic conditions. The market conditions may have a significant effect on the ability of the Corporation to achieve its business objectives with respect to the Real Estate Interests it acquires, including providing a return on investment to holders of the Preferred Shares.

ITEM 9: REPORTING OBLIGATIONS

9.1 Reporting to Security Holders

The Corporation is not a reporting issuer in any jurisdiction. It is therefore not required as such to disclose material changes which occur in its business and affairs, nor is it required to file with any securities regulatory authorities or to provide to shareholders interim financial statements.

The Corporation is required to place its financial statements before the shareholders of the Corporation before every annual general meeting. The Corporation will, not less than 21 days before each annual general meeting or before the signing of a resolution in lieu of an annual general meeting, provide a copy of the financial statements to each shareholder. Financial statements will be audited.

ITEM 10: RESALE RESTRICTIONS

10.1 General Statement

These Shares will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, you will not be able to trade the Shares unless you comply with an exemption from the prospectus and registration requirements under securities legislation.

For information about these resale restrictions, you should consult a lawyer.

10.2 Restricted Period

Unless permitted under securities legislation, you cannot trade the Shares without an exemption before the date that is 4 months and a day after the date the Corporation becomes a reporting issuer in any province or territory of Canada.

ITEM 11: PURCHASERS' RIGHTS

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

THE FOLLOWING IS A SUMMARY ONLY AND SUBJECT TO INTERPRETATION. REFER TO APPLICABLE SECURITIES LEGISLATION, REGULATIONS AND RULES FOR THE COMPLETE TEXT OF THE PROVISIONS UNDER WHICH THE FOREGOING RIGHTS ARE CONFERRED. THE FOLLOWING SUMMARY IS SUBJECT TO THE EXPRESS PROVISIONS OF THE APPLICABLE SECURITIES LEGISLATION, REGULATIONS AND RULES.

11.1 Two-Day Cancellation Right

You can cancel your agreement to purchase the Shares. To do so, you must send a notice to the Corporation by midnight on the second business day after you sign the agreement to buy the Shares.

11.2 Statutory Right of Action in the Event of a Misrepresentation

If there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

1. the Corporation to cancel your agreement to buy the Shares, or
2. for damages against the Corporation.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if

you knew of the misrepresentation when you purchased the Preferred Shares.

If you intend to rely on the rights described in (1) or (2) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within the time periods specified below. You must commence your action for damages within the following time frames:

1. in British Columbia, for an action to cancel the agreement, notice to the Corporation within 180 days of the date you subscribed for the Preferred Shares and, for an action for damages, the earlier of (i) 180 days after you first had knowledge of the facts giving rise to the action for damages and (ii) three years after the date you subscribed for the Preferred Shares.
2. in Alberta, for an action to cancel the agreement, notice to the Corporation within 180 days of the date you subscribed for the Preferred Shares and, for an action for damages, the earlier of (i) 180 days after you first had knowledge of the facts giving rise to the action for damages and (ii) three years after the date you subscribed for the Preferred Shares.

ITEM 12: AUDITED FINANCIAL STATEMENTS

ALTURE SELECT PROPERTIES I INC.

CONSOLIDATED FINANCIAL
STATEMENTS

DECEMBER 31, 2014

INDEPENDENT AUDITOR'S REPORT

To the Shareholders of
Altire Select Properties I Inc.

T: 604.685.0564
F: 604.685.2050

We have audited the accompanying consolidated financial statements of Altire Select Properties I Inc. which comprise the consolidated statement of financial position as at December 31, 2014, and the consolidated statements of comprehensive loss and deficit, changes in equity, and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal controls relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Altire Select Properties I Inc. as at December 31, 2014, and its financial performance and its cash flows for the year then ended in accordance with International Financial Reporting Standards.

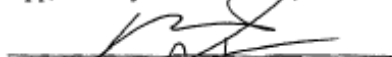
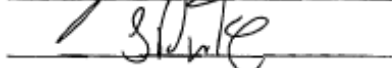
Collins Barrow Vancouver
CHARTERED ACCOUNTANTS

Vancouver, Canada
March 26, 2015

ALTURE SELECT PROPERTIES I INC.
(Incorporated under the laws of British Columbia)
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2014
(In Canadian dollars)

<u>ASSETS</u>	<u>2014</u>	<u>2013</u>
Non-current assets		
Investment in joint ventures (note 4)	\$ 907,943	\$ 1,128,017
Investment in associates (note 5)	500,013	500,013
Investment in limited partnership (note 6)	100	---
	<u>1,408,056</u>	<u>1,628,030</u>
Current assets		
Cash	59,078	276,359
Accounts receivable and prepaid expenses	1,604	4,237
Due from limited partnership	85,200	---
	<u>145,882</u>	<u>280,596</u>
	<u>\$ 1,553,938</u>	<u>\$ 1,908,626</u>
 <u>LIABILITIES</u>		
Non-current liabilities		
Long-term debt (note 7)	\$ ---	\$ 1,894,804
Current liabilities		
Accounts payable and accrued liabilities	350,158	120,208
Due to related parties (notes 4 and 11(a))	136,289	219,720
	<u>486,447</u>	<u>339,928</u>
	<u>486,447</u>	<u>2,234,732</u>
 <u>SHAREHOLDERS' EQUITY (DEFICIENCY)</u>		
Share capital (note 8)	1,676,632	1,405
Deficit	<u>(609,141)</u>	<u>(327,511)</u>
	<u>1,067,491</u>	<u>(326,106)</u>
	<u>\$ 1,553,938</u>	<u>\$ 1,908,626</u>

Approved by the Directors,

 Director
 Director

See accompanying notes to the consolidated financial statements.

ALTURE SELECT PROPERTIES I INC.
CONSOLIDATED STATEMENT OF COMPREHENSIVE LOSS AND DEFICIT
FOR THE YEAR ENDED DECEMBER 31, 2014

(In Canadian dollars)

	<u>2014</u>	<u>2013</u>
Revenue		
Share of joint venture income	\$ 19,926	\$ 12,179
Development management fee income	30,000	---
Interest and other income	<u>2,503</u>	<u>1,295</u>
	<u>52,429</u>	<u>13,474</u>
Expenses		
Interest, bank charges and amortization of financing fees	75,864	40,476
Interest on long-term debt, including participation interest and amortization of bond discount	142,745	109,693
Office and miscellaneous	42,629	43,372
Professional fees	<u>72,821</u>	<u>75,710</u>
	<u>334,059</u>	<u>269,251</u>
Net loss and comprehensive loss for the year	(281,630)	(255,777)
Deficit, beginning of the year	<u>(327,511)</u>	<u>(71,734)</u>
Deficit, end of the year	<u>\$ (609,141)</u>	<u>\$ (327,511)</u>

See accompanying notes to the consolidated financial statements.

ALTURE SELECT PROPERTIES LINC.
CONSOLIDATED STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2014

(In Canadian dollars)

	2014			
	Share capital		Deficit	Total Equity
	Number	\$		
Balance at January 1, 2014	104,049	\$ 1,405	\$ (327,511)	\$ (326,106)
Class A share repurchased by the company (note 8)	(100,000)	(1,000)	---	(1,000)
Class B shares repurchased by the company (note 8)	(4,049)	(405)	---	(405)
Common shares issued (note 8)	10,000,000	1,045	---	1,045
Preferred shares issued (note 8)	1,869,112	1,869,112	---	1,869,112
Total comprehensive loss for the year	---	---	(281,630)	(281,630)
Issuance costs (note 8)	---	(193,525)	---	(193,525)
Balance at December 31, 2014	<u>11,869,112</u>	<u>\$ 1,676,632</u>	<u>\$ (609,141)</u>	<u>\$ 1,067,491</u>

	2013			
	Share capital		Deficit	Total Equity
	Number	\$		
Balance at January 1, 2013	104,049	\$ 1,405	\$ (71,734)	\$ (70,329)
Total comprehensive income for the year	---	---	(255,777)	(255,777)
Net loss	---	---	(255,777)	(255,777)
Balance at December 31, 2013	<u>104,049</u>	<u>\$ 1,405</u>	<u>\$ (327,511)</u>	<u>\$ (326,106)</u>

See accompanying notes to the consolidated financial statements.

ALTURE SELECT PROPERTIES I INC.
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2014

(In Canadian dollars)

	<u>2014</u>	<u>2013</u>
Cash used in operating activities		
Net loss for the year	\$ (281,630)	\$ (255,777)
Items not requiring cash:		
Share of joint venture income	(19,926)	(12,179)
Amortization of financing fees	75,318	40,392
Amortization of bond discount	<u>33,535</u>	<u>19,278</u>
	(192,703)	(208,286)
Changes in non-cash working capital		
Accounts receivable and prepaid expenses	2,633	(4,237)
Accounts payable and accrued liabilities	<u>229,950</u>	<u>29,413</u>
	<u>39,880</u>	<u>(183,110)</u>
Cash used in investing activities		
Investment in joint venture	---	(637,500)
Investment in limited partnership	(100)	---
Due from limited partnership	(85,200)	---
Distribution from joint venture	240,000	260,000
Investment in associates	---	(13)
Due to related parties, net	<u>(83,431)</u>	<u>219,417</u>
	<u>71,269</u>	<u>(158,096)</u>
Cash from financing activities		
Issuance of bonds, net	(460,350)	309,363
Issuance of share capital, net	<u>131,920</u>	<u>---</u>
	<u>(328,430)</u>	<u>309,363</u>
Decrease in cash during the year	(217,281)	(31,843)
Cash, beginning of the year	<u>276,359</u>	<u>308,202</u>
Cash, end of the year	<u>\$ 59,078</u>	<u>\$ 276,359</u>

See accompanying notes to the consolidated financial statements.

ALTURE SELECT PROPERTIES I INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2014
(In Canadian dollars)

1. Nature of business

The company was incorporated under the laws of British Columbia on September 22, 2010 and operates from its main place of business at 111 - 3823 Henning Drive, Burnaby, British Columbia.

The company was formed for the purpose of acquiring, directly or indirectly, apartment buildings located in Canada with the intent to either convert such buildings to condominiums and sell the individual units to buyers or to hold such buildings for a period of time and thereafter sell the buildings to a third party buyer. The company is also involved in property development. The business of the company involves a high degree of risk and there is no assurance that the company will be able to raise the amount of funds to finance its activities.

2. Basis of presentation

a) Statement of compliance

These consolidated financial statements are for the year ended December 31, 2014 and have been prepared in accordance and compliance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and Interpretation of the International Financial Reporting Interpretations Committee ("IFRIC").

The policies in these consolidated financial statements are based on IFRS issued and outstanding as of March 26, 2015.

The consolidated financial statements for the year ended December 31, 2014, were approved and authorized for issue by the board of directors on March 26, 2015.

b) Basis of measurement and functional currency

The consolidated financial statements are presented in Canadian dollars, which is the company's functional currency. The consolidated financial statements have been prepared on the historical cost basis except for certain assets, liabilities and financial instruments which are measured at their fair values, as explained in the relevant accounting policies.

c) Basis of consolidation

The consolidated financial statements comprise the accounts of Altire Select Properties I Inc., the parent company, and its wholly owned subsidiaries, 1004200 B.C. Ltd., City Square Heritage Homes Inc., and Wealthminds Education Inc. The financial statements of the company's subsidiaries are included in the consolidated financial statements from the date that control commences until the date that control ceases. Consolidated financial statements are prepared using uniform accounting policies for like transactions and other events in similar circumstances.

ALTURE SELECT PROPERTIES I INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2014
(In Canadian dollars)

2. Basis of presentation - continued

c) Basis of consolidation - consolidated

On April 4, 2014, the company subscribed for 100 shares representing 100% ownership in City Square Heritage Homes Inc., a company incorporated under the laws of British Columbia and extra-provincially registered in the Province of British Columbia. All transactions and balances between the company and its subsidiary are eliminated on consolidation, including unrealized gains and losses on transactions between companies.

On June 3, 2014, the company subscribed for 100 Class A shares without par value representing 100% ownership in 1004200 B.C. Ltd., a company incorporated under the laws of British Columbia. All transactions and balances between the company and its subsidiary are eliminated on consolidation, including unrealized gains and losses on transactions between companies.

On October 21, 2014, the company subscribed for 100 shares representing 100% ownership in Wealthminds Education Inc., a company incorporated under the laws of British Columbia. All transactions and balances between the company and its subsidiary are eliminated on consolidation, including unrealized gains and losses on transactions between companies.

d) Use of estimates and judgements

The preparation of consolidated financial statements in conformity with IFRS requires management to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets and liabilities and the reported amounts of revenue and expenses. Actual results could differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimates are revised and in any future years affected.

The estimates and judgements that are critical to the determination of the amounts reported in the consolidated financial statements relate to the following:

Investment in associates and joint ventures

The company estimates the expected recoverable amounts from its investment in associates and joint ventures.

Financial instruments

The company estimates and discloses the fair value of financial instruments. When fair value cannot be derived from an active market, it is determined using valuation techniques, namely the discounted cash flow method.

ALTURE SELECT PROPERTIES I INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2014
(In Canadian dollars)

3. Significant accounting policies

The following is a summary of the significant accounting policies applied in the preparation of these consolidated financial statements. These policies have been consistently applied by the company in the current year.

a) Equity-accounted investments (associates and joint arrangements)

Entities over which the company exercises significant influence are accounted for by the equity method. Significant influence is assumed to exist where the company holds, directly or indirectly, at least a 20% voting interest in an entity, unless it can be clearly demonstrated that this is not the case.

A joint arrangement is an arrangement of which two or more parties have joint control and the parties are bound by a contractual arrangement that gives two or more of those parties joint control of the arrangement.

A joint arrangement is either a joint operation or a joint venture.

The company considers investments in joint arrangements to be a joint operation when they jointly make operating, financial and strategic decisions over one or more investment properties with another party and have direct rights to the assets, and obligations for the liabilities relating to the arrangement. When the arrangement is considered to be a joint operation, the company will include their share of the underlying assets, liabilities, revenue and expenses in their financial results.

The company considers investments in joint arrangements to be joint ventures when they jointly own one or more investment properties with another party and have rights to the net assets of the arrangement. When the arrangement is considered to be a joint venture, the company will account for it using the equity method.

The equity method is where the investment is initially recognized at cost and the carrying amount is increased or decreased to recognize the investor's share of the profit or loss, other comprehensive income and equity movements of the investee after the date of acquisition. Any goodwill or fair value adjustment attributable to the company's share in the equity accounted investee is included in the amount recognized as investment. When the company's share of losses exceeds its interest in an equity accounted investee, the carrying amount of that interest, including any long-term investments is reduced to nil and the recognition of further losses is discontinued except to the extent that the company has an obligation or has made payments on behalf of the investee.

Amounts reported in the consolidated financial statements of associates and joint arrangements have been adjusted where necessary to ensure consistency with the accounting policies of the company.

The company considers all of its joint arrangements to be joint ventures and are accounted for using the equity method.

ALTURE SELECT PROPERTIES I INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2014

(In Canadian dollars)

3. Significant accounting policies - continued

b) Income taxes

Income tax expense comprises current and deferred tax and is recognized in profit or loss. Current tax is the tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years. Deferred tax is recognized in respect of temporary differences between the carrying amount of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is measured at the expected tax rates for the year during which the asset will be realized or the liability settled, based on tax rates enacted or substantively enacted. A deferred tax asset is recognized for unused tax losses, and deductible temporary differences to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

c) Financial instruments

At initial recognition, financial instruments are classified in the following categories depending on the purpose for which the instruments were acquired.

Fair value through profit and loss

A financial asset or liability is classified in this category if acquired principally for the purpose of selling or repurchasing in the short-term or if designated to be in this category at inception. Financial instruments in this category are measured at fair value upon initial recognition, with changes in fair value recognized in the consolidated statement of comprehensive income. Cash is classified as "fair value through profit and loss".

Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. Loans and receivables are measured at fair value upon initial recognition plus transaction costs.

Subsequently, loans and receivables are measured at amortized cost using the effective interest method less a provision for impairment, if necessary. Accounts receivable and amounts due from limited partnership are classified as "loans and receivables".

Other liabilities

Other liabilities are measured at fair value upon initial recognition, net of any transaction costs incurred. Subsequently, other liabilities are measured at amortized cost using the effective interest method. Other liabilities include accounts payable, due to related parties and long-term debt.

ALTURE SELECT PROPERTIES L INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2014

(In Canadian dollars)

3. Significant accounting policies - continued

d) Impairment

The carrying amount of the company's non-financial assets is reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount and the impairment loss is recognized in the profit or loss for the period. An impairment loss in respect of intangible assets is not reversed. In respect to other assets, an impairment loss is only reversed if there is an indication that the impairment loss may no longer exist and there had been a change in estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation, if no impairment loss had been recognized in previous years.

e) Revenue

Development management fee income is recorded when services are rendered. Interest income is recorded on an accrual basis based on the passage of time.

f) Adoption of recent accounting pronouncements

The following standards and amendments to existing standards have been adopted for the period beginning January 1, 2014:

- a) International Accounting Standard 32, Financial Instruments: Presentation, was amended in 2011 and provides additional guidance when applying the offsetting requirements and clarifies the meaning of "currently has a legally enforceable right of set-off" and that some gross settlement systems may be considered equivalent to net settlement. The amendments are effective for annual periods beginning on or after January 1, 2014. The adoption of this amendment did not result in any changes to the interim consolidated financial statements.
- b) International Financial Reporting Interpretations Committee 21, Levies ("IFRIC 21") is an interpretation of IAS 37. The interpretation clarifies that an entity recognizes a liability for a levy when the activity that triggers payment, as identified by the relevant legislation, occurs. IFRIC 21 is effective for annual periods beginning or after January 1, 2014. The adoption of this new standard did not result in any changes to the consolidated financial statements.

g) Future accounting pronouncements

Effective January 1, 2015, the company will be required to adopt IFRS 9 - Financial Instruments, as the first phase of the IASB's project to replace IAS 39 - Financial Instruments: Recognition and Measurement. The new standard replaces the current multiple classification and measurement models for financial assets and liabilities with a single model that has only two classification categories: amortized cost and fair value. A detailed review will be completed in the near future in order to determine if this standard will have significant impact.

ALTURE SELECT PROPERTIES I INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2014

(In Canadian dollars)

4. Investment in joint ventures

The company invested \$500,000 in Altire Waterfront Joint Venture, a joint venture with Altire Select Opportunity Fund LP, a partnership with common unitholders/shareholders; and Insight Holdings Ltd., an unrelated third company. Each of the joint venturers has a one-third interest in the joint venture.

The joint venture's business is the investment in, and eventual sale, of real estate in Canada. At December 31, 2014, the joint venture beneficially owns a property near Edmonton, Alberta. The company is the registered owner of the property, as a nominee for the joint venture.

The joint venture is comprised of the following financial items, of which the company has a one-third interest in:

Current assets, including \$39,776 in cash	\$ 70,696
Real estate inventory	\$ 660,375
Current liabilities	\$ 5,352
Revenue	\$ 2,211,000
Total comprehensive income	\$ 59,779

The company is contingently liable for the joint venture's liabilities to the extent of their participating interest of 33.33%. At December 31, 2014 the assets of the joint venture exceed the liabilities and are available for the purpose of satisfying these liabilities. At December 31, 2014 due to related parties includes \$87,995 due to Altire Waterfront Joint Venture.

The company also invested \$637,500 in Chestermere Courtyards Joint Venture, a joint venture with 1654265 Alberta Ltd. and 0967541 B.C. Ltd., both unrelated companies. The company owns a 12.5% participating interest in the joint venture.

The joint venture was established to carry on and conduct the construction and sale of multi-family homes on property near Calgary, Alberta. Chestermere Courtyards Ltd. is the registered owner of the property, as a nominee for the joint venture.

The joint venture is comprised of the following financial items, of which the company has a 12.5% interest in:

Current assets	\$ 393,897
Real estate inventory	\$ 7,381,764
Current liabilities, including \$321,920 in cash overdraft	\$ 4,030,715

The company is contingently liable for the joint venture's liabilities to the extent of their participating interest of 12.5%.

The joint venture has completed Phase 1 of the development on its property near Calgary, Alberta and has begun selling units. However, there is no net income (loss) for the year ended December 31, 2014.

ALTURE SELECT PROPERTIES I INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2014
(In Canadian dollars)

5. Investment in associates

The company invested \$500,000 in Midnapore Lofts 2012 Limited Partnership. The company has a 19% interest in the partnership. The general partner of the limited partnership shares common directors and officers with the company.

The partnership's business is the investment in, and eventual sale, of real estate in Canada. The partnership owns property in Calgary, Alberta.

The partnership's balance sheet is comprised of the following financial items:

Cash, guaranteed investment certificates, and accounts receivable	\$ 247,205
Real estate inventory	\$ 5,867,230
Accounts payable	\$ 712,708
Long-term debt	\$ 2,791,728

The partnership is currently developing its property in Calgary, Alberta and has capitalized all of its expenses as costs incurred to develop the property and as a result there is no net income (loss) for the year ended December 31, 2014.

The company invested \$13 in Chestermere Courtyards Ltd. Class A shares for a 12.5% interest in the company. The company was established as the nominee of the Chestermere Courtyards Joint Venture described in note 4.

6. Investment in limited partnership

The company's subsidiary, 1004200 B.C. Ltd. acts as the general partner for Altire Estates Limited Partnership and holds 100% of the Class B non-voting limited partnership units. The limited partnership is currently developing a property in Strathmore, Alberta. During the year, the company entered into a development management services agreement with the limited partnership.

7. Long-term debt

During the year, the company issued a notice of redemption of its bonds. The bonds were unsecured and bore interest at 5% per annum plus a proportionate participating interest in the net income of the company. All of the bonds were redeemed at December 31, 2014 in exchange for cash or preferred shares. See note 8.

ALTURE SELECT PROPERTIES I INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2014

(In Canadian dollars)

8. Share capital

The authorized share capital of the company consists of an unlimited number of voting, cumulative preferred shares and an unlimited number of common shares without par value.

	<u>2014</u>	<u>2013</u>
1,000,000 Class A voting preferred shares	\$ ---	\$ 1,000
4,049 Class B common shares	---	405
1,869,112 Preferred shares	1,675,587	\$ ---
10,000,000 Common shares	<u>1,045</u>	<u>---</u>
	<u>\$ 1,676,632</u>	<u>\$ 1,405</u>

At December 31, 2014 the company altered its corporate structure and repurchased and eliminated all of its Class A preferred shares and all of its Class B common shares.

The company also issued an offering memorandum dated November 17, 2014 for a minimum of 2,000,000 preferred shares up to a maximum of 5,000,000 preferred shares at a price of \$1 per share. The preferred shares are entitled to a 5% cumulative dividend on the issue price of the preferred shares that, when declared, will be settled by the issuance of common shares. As part of this offering, the company redeemed a portion of its bonds in exchange for preferred shares. In total, 1,735,787 preferred shares were issued in exchange for bonds.

During the year, \$193,525 in costs associated with the issuance of the preferred shares were netted against share capital.

In addition, the company issued 10,000,000 common shares to individuals in exchange for business development services previously provided to the company.

9. Financial instruments

Fair value

Financial instruments include cash, accounts receivable, due from limited partnership, accounts payable, due to related parties and long-term debt.

The following provides an analysis of financial instruments that are measured at fair value, grouped into levels 1 to 3 based on the degree to which the fair value is observable:

- Level 1 fair value measurements are those derived from quoted prices (unadjusted) in active markets for identical assets and liabilities.

ALTURE SELECT PROPERTIES LINC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2014
(In Canadian dollars)

9. Financial instruments - continued

Fair value - continued

- Level 2 fair value measurements are those derived from inputs other than quoted prices included within level 1 that are not observable for the assets or liabilities, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
- Level 3 fair value measurements are those derived from valuation techniques that include inputs for the assets or liabilities that are not based on observable market data.

As at December 31, 2014, the company had only cash classified as "fair value through profit and loss" ("FVTPL"), measured at fair value - Level 1.

The fair value of the company's financial instruments are presented in the table below:

	<u>2014</u>	<u>2013</u>
Financial assets at FVTPL:		
Cash	(A)\$ 59,078	(A)\$ 276,359
Loans and receivables:		
Accounts receivable	(A)\$ 1,604	(A)\$ 4,237
Due from limited partnership	(A)\$ 85,200	(A)\$ ---
Other financial liabilities		
Accounts payable	(A)\$ 350,158	(A)\$ 120,208
Due to related parties	(A)\$ 136,289	(A)\$ 219,720
Long-term debt	(B)\$ ---	(B)\$ 1,894,804

(A) The fair value of cash, accounts receivable, amounts due from limited partnership, accounts payable and amounts due to related parties approximate their carrying amounts due to the relatively short periods to maturity of these financial instruments.

(B) The fair value of the long-term debt is determined by discounting the future contractual cash flow under the current financing arrangements at a discount rate that represents an approximation to the borrowing rates presently available to the company for debts with similar terms to maturity.

Financial risk management

The company's activities are exposed to a variety of financial risks: interest rate risk, market risk, credit risk and liquidity risk. The company's overall risk management program focuses on the unpredictability of financial and economic markets and seeks to minimize potential adverse effects on the company's financial results. Risk management is carried out by financial management in conjunction with overall corporate governance.

ALTURE SELECT PROPERTIES LINC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2014
(In Canadian dollars)

9. Financial instruments - continued

Credit risk

The company is exposed to credit risk due to unexpected losses that could occur if a third party fails to satisfy its contractual obligations. Credit risk for the company arises from cash held with financial institutions and amounts due from limited partnership. The company's maximum exposure to credit risk is equal to the carrying value of the financial asset. It is management's opinion that the level of credit risk is low due to the credit worthiness of the financial institution involved and the financial strength of the limited partnership.

Liquidity risk

The company's exposure to liquidity risk is dependant on raising of funds to meet commitments and sustain operations. The company controls liquidity risk by management of working capital and cash flows. The company's contractual obligations consist of accounts payable and due to related parties.

10. Capital management

The company's objective when managing capital is to maintain adequate cash resources to support planned activities which include administrative costs and general expenditures.

In managing capital, the company estimates its future cash requirements by preparing a budget. The budget establishes the activities for the upcoming fiscal year and estimates the costs associated with these activities. Funding for the company's plan is primarily managed through the issuance of shares as described in note 8, through its commercial activities and through obtaining financing. There are no assurances that funds will be made available to the company when required.

The company is not subject to externally imposed capital requirements.

11. Other information

a) Related party transactions

In addition to transactions disclosed elsewhere, the company entered into a management agreement with Altire Investment Management Ltd. ("AIM"), a shareholder of the company, whereby AIM will provide management services to the company with respect to the day to day operations of the company. This agreement was terminated on December 31, 2014. Under this agreement, AIM was entitled to an annual fee of 2% of funds raised pursuant to the offering. At December 31, 2014, amounts due to AIM include \$48,194 (2013 - \$20,108) in due to related parties.

Costs associated with the issuance of the bond units, management, administration and rent expenses totalling \$78,922 (2013 - \$115,639) were paid to AIM during the period.

ALTURE SELECT PROPERTIES I INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2014
(In Canadian dollars)

11. Other information - continued

a) Related party transactions - continued

These transactions are in the normal course of operations and are measured at the exchange amount which is the amount of consideration established and agreed to by the related parties.

During the year, the company's subsidiary City Square Heritage Homes Inc. held 100% of the Class C voting limited partnership units in Altire Estates Limited Partnership. As a result, the company controlled the limited partnership for part of the year. On September 4, 2014 these units were redeemed by the partnership and as a result, the company no longer controls the limited partnership at December 31, 2014. See note 6.

b) Income taxes

The company has approximately \$542,000 of non-capital loss carry-forwards expiring from 2031 to 2034 as well as \$147,000 in financing fees deductible over the next four years for which no tax benefit has been recognized. There are no taxes owing or recoverable for the current or prior years and as a result a reconciliation of income taxes has not been prepared.

12. Subsequent events

Subsequent to the year end, the company finalized an offering memorandum. The purpose of the offering is to raise funds, by way of the issuance of preferred shares, to invest in real estate projects. The maximum offering is for \$5 million.

ITEM 13: MANAGEMENT PREPARED INTERIM FINANCIAL STATEMENTS

ALTURE PROPERTIES LTD.
STATEMENT OF OPERATION AND DEFICIT
FOR THE PERIOD FROM JANUARY 1, 2015 TO JUNE 30, 2015
(Unaudited - Prepared by Management)

	<u>2015 JAN TO JUN</u>
Revenue	
Development management fee income	\$60,368
Rental income	\$14,070
Interest and other income	<u>10</u>
	<u>74,448</u>
Expenses	
Interest, bank charges and financing fees	8,680
Commission	43,127
Office and miscellaneous	84,921
Wages and benefits	107,249
Professional fees	<u>42,638</u>
	<u>286,615</u>
Net income (loss) and comprehensive income (loss) for the year	 (212,167)
Deficit, beginning of the year	 <u>(609,140)</u>
Deficit, end of the year	 <u><u>\$(821,307)</u></u>

ALTURE PROPERTIES LTD.
STATEMENT OF CASH FLOWS
FOR THE PERIOD ENDED JUNE 30, 2015
(Unaudited - Prepared by Management)

	<u>JUNE 30, 2015</u>
Cash used in operating activities	
Net income (loss) for the period	(212,167)
Changes in non-cash working capital	
Accounts receivable and prepaid expenses	(368)
Accounts payable and accrued liabilities	<u>(14,195)</u>
	<u>(226,730)</u>
Cash used in investing activities	
Investment in associates	(85,777)
Due to related parties, net	<u>240,598</u>
	<u>154,821</u>
Cash from financing activities	
Loan repayment	
Issuance of bonds, net	---
Issuance of share capital	<u>95,243</u>
	<u>95,243</u>
Increase (decrease) in cash during the period	23,334
Cash, beginning of the period	<u>59,078</u>
Cash, end of the period	<u><u>\$82,412</u></u>

ALTURE PROPERTIES LTD.

(Incorporated under the laws of British Columbia)

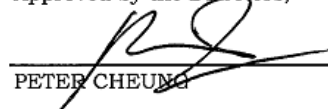
BALANCE SHEET

JUNE 30, 2015

(Unaudited - Prepared by Management)

<u>ASSETS</u>	<u>2015 JAN TO JUN</u>
Non-current assets	
Investment in joint ventures	\$993,722
Investment in associates	<u>500,013</u>
	<u>1,493,735</u>
Current assets	
Cash	82,412
Accounts receivable and prepaid expenses	<u>1,972</u>
	<u>84,384</u>
	<u>\$1,578,119</u>
<u>LIABILITIES</u>	
Non-current liabilities	
Long-term debt	<u>\$ -</u>
Current liabilities	
Accounts payable and accrued liabilities	43,261
Due to related parties	<u>291,590</u>
	<u>334,851</u>
	<u>334,851</u>
<u>SHAREHOLDERS' DEFICIENCY</u>	
Share capital	2,064,575
Deficit	<u>(821,307)</u>
	<u>1,243,268</u>
	<u>\$1,578,119</u>

Approved by the Directors,

 , Director
PETER CHEUNG

ITEM 14: DATE AND CERTIFICATE

Dated October 6, 2015

This Offering Memorandum does not contain a misrepresentation.

_____[SIGNED]_____

Peter Cheung, Chief Executive Officer,
Acting Chief Financial Officer

On behalf of the board of directors of Altire Properties Ltd.

_____[SIGNED]_____

Stephen Duke
Director

_____[SIGNED]_____

Winston Wong
Director

SCHEDULE A: SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT FOR PREFERRED SHARES

To: Altire Properties Ltd. (the "Corporation")

The undersigned (the "**Subscriber**", "**you**" or "**your**") irrevocably subscribes for and agrees to purchase the number of Preferred shares in the capital of the Corporation (the "**Preferred Shares**") set out below, for the subscription amount set out below, representing a subscription price of \$1.00 per Preferred Share (the "**Subscription Price**"), upon and subject to the terms and conditions set out in the "Terms and Conditions of Subscription for Preferred Shares of Altire Properties Ltd." attached hereto (the "**Terms and Conditions**"). This page plus the Terms and Conditions and the Exhibits attached hereto, are collectively referred to as the "**Subscription Agreement**" or this "**Agreement**".

Subscriber Information

Signature of Subscriber

Full Legal Name of Subscriber (please print)

Name of Authorized Signatory (if an individual)

Title of Authorized Signatory (if not an individual)

Date of Signature

Subscriber's Address, including postal code

Subscriber's Phone Number, including area code

Subscriber's email address

Preferred Share Subscription

Number of Preferred Shares

\$

Aggregate Subscription Amount

Register the Preferred Shares as follows:

Name

Account reference, if applicable

Contact name

Deliver the Preferred Shares as follows:

Name

Account reference, if applicable

Contact name

Address, including postal code

Tax Information

Social Insurance Number (if an individual)

Business Identification Number (if not an individual)

By executing this Subscription Agreement, the Subscriber is consenting to the collection, use and disclosure of personal information in the manner described in the Privacy Notice in Section 10 on pages 53 to 54 of this Subscription Agreement

Initial **Qualification for Securities Exemption:** Please initial beside the following exemption that applies to you. By executing this Subscription Agreement, you represent and warrant that the initialed statement applies to you.

a. I am resident in British Columbia and I have received an offering memorandum. **I am not a resident of or located in Ontario.**

b. I am resident in Alberta, I have received an offering memorandum and, if the Subscription Amount for the Preferred Shares I am subscribing for and will have control over exceeds \$10,000 after Closing, I am an "eligible investor" and I have delivered to the Corporation an Eligible Investor Representation Letter attached hereto as Exhibit 3. **I am not a resident of or located in Ontario.**

c. I am resident in Alberta, I have received an offering memorandum and the Subscription Amount for the Preferred Shares I am subscribing for and will have control or direction after Closing over does not exceed \$10,000. **I am not a resident of or located in Ontario.**

FOR OFFICE USE ONLY

ACCEPTANCE: The Corporation accepts the subscription for Preferred Shares set out above on the terms and conditions contained in this Subscription Agreement

ALTIRE PROPERTIES LTD.

Per: _____

Date _____

No.: _____

PLEASE MAKE SURE THAT YOUR SUBSCRIPTION INCLUDES:

1. A completed and signed copy of the Subscription Agreement;
2. A certified cheque or bank draft in an amount equal to the Aggregate Subscription Amount, payable to “Reed Pope Law Corporation in trust”;
3. **If the person selling the Preferred Shares to you is not registered with a securities regulatory authority or regulator:**
 - (a) two copies of the Risk Acknowledgment Form attached to the Subscription Agreement as Exhibit 1A; and
 - (b) two copies of:
 - i. **If you are resident in Alberta**, the Risk Acknowledgement Form attached to this Subscription Agreement as Exhibit 2A; OR
 - ii. **If you are resident in British Columbia**, the Risk Acknowledgement Form attached to this Subscription Agreement as Exhibit 2B;
4. **If the person selling the Preferred Shares to you is registered with a securities regulatory authority or regulator**, two copies of the Risk Acknowledgement Form attached to the Subscription Agreement as Exhibit 1B; and
5. **If you are resident in Alberta, and your subscription for Preferred Shares is for more than \$10,000**, one copy of the Eligible Investor Representation Letter attached to the Subscription Agreement as Exhibit 3.

PLEASE DELIVER YOUR SUBSCRIPTION TO:

Altire Properties Ltd.

Suite 111, 3823 Henning Drive, Burnaby, BC, V5C 6P3

**TERMS AND CONDITIONS OF SUBSCRIPTION FOR PREFERRED SHARES OF
ALTIRE PROPERTIES LTD.**

1. Definitions

In this Subscription Agreement, unless stated otherwise or defined on the cover page or in this Section 1, capitalized terms used herein but not defined have the meaning given to those terms in the Offering Memorandum:

- (a) **"Business Day"** means a day on which Canadian chartered banks are open for the transaction of regular business in the City of Vancouver, British Columbia;
- (b) **"Closing"** means the completion of the Subscription for Preferred Shares pursuant to this Subscription Agreement;
- (c) **"Closing Date"** has the meaning set out in Section 6 of this Subscription Agreement;
- (d) **"NI 31-103"** means National Instrument 31-103 *Registration Requirements and Exemptions* of the Canadian Securities Administrators;
- (e) **"NI 45-106"** means National Instrument 45-106 *Prospectus and Registration Exemptions* of the Canadian Securities Administrators;
- (f) **"Offering Jurisdictions"** means the Provinces of British Columbia and Alberta;
- (g) **"Offering Memorandum"** means the offering memorandum of the Corporation relating to the sale of the Preferred Shares, amended or supplemented from time to time;
- (h) **"Person"** means an individual, a firm, a limited partnership, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency political subdivision thereof and every other form of legal or business entity of whatsoever nature of kind;
- (i) **"Securities Laws"** means the securities legislation and regulations of, and the instruments, policies, rules, orders, codes, notices and interpretation notes of the applicable securities regulatory authority or applicable securities regulatory authorities of, the Offering Jurisdictions;
- (j) **"Subscriber"** means the signatory herein;
- (k) **"Subscription Amount"** means those funds received by the Corporation with respect to the aggregate number of Preferred Shares subscribed for under this Agreement multiplied by the Subscription Price;
- (l) **"Tax Act"** means the *Income Tax Act* (Canada), as amended, re-enacted or replaced from time to time; and

2. Acknowledgements of Subscriber

The Subscriber acknowledges and agrees that:

- (a) this subscription for Preferred Shares is subject to compliance with Securities Laws;
- (b) subject to the 2-day rescission rights of the Subscriber as described in the Offering Memorandum, this Subscription Agreement is irrevocable on the part of the Subscriber but requires acceptance by the Corporation and will not become an agreement between the Subscriber and the Corporation until accepted by the Corporation;
- (c) If the Minimum Offering Amount is not reached, the Corporation may choose, without prior notice to the Subscriber, to delay the acceptance of the Subscription Agreement or to not accept the Subscription Agreement, as described in the Offering Memorandum;
- (d) the Preferred Shares subscribed for hereunder form part of a larger issuance and sale of Preferred Shares and are subject to the Minimum Offering Amount and Maximum Offering Amount as set forth in the Offering Memorandum;

- (e) the Preferred Shares are subject to, and the Subscriber is bound by, the terms and conditions set out in the Offering Memorandum including, but not limited to, the drag along rights and tag along rights as set forth in “Item 5.1.2 Contractual Rights and Restrictions” in the Offering Memorandum;
- (f) the Subscriber is making the investment entirely at its own risk and without any advice on the merits and/or suitability of this investment by the Corporation;
- (g) no securities commission or similar regulatory authority has evaluated or endorsed the merits of the Preferred Shares;
- (h) there is no government or other insurance covering the Preferred Shares;
- (i) there are severe restrictions on the ability of the Subscriber to resell the Preferred Shares and it is the Subscriber’s responsibility to find out what those restrictions are and to comply with them before selling the Preferred Shares;
- (j) the Corporation has advised the Subscriber that the Corporation is relying on an exemption from the requirements to provide the Subscriber with a prospectus and, as a consequence of acquiring Preferred Shares pursuant to this exemption, certain protections, rights and remedies provided by Securities Laws, including statutory rights of rescission or damages, may not be available to the Subscriber;
- (k) the Preferred Shares may be sold to the Subscriber by a person pursuant to a dealer registration exemption and the person may not be registered as an Exempt Market Dealer with a Canadian securities regulatory authority in accordance with NI 31-103; and, if so, that person must: (i) not be registered in any category of dealer registration with a securities regulatory authority in any jurisdiction; (ii) not provide suitability advice about the trade to the Subscriber; (iii) not otherwise provide financial services to the Subscriber; (iv) not hold or have access to the Subscriber’s assets; (v) provide the Subscriber the risk disclosure in the form attached hereto at Exhibit 2A or 2B, as applicable; and (vi) file a dealer information report with the securities regulatory authority;
- (l) no prospectus has been filed with any securities commission or similar regulatory authority in any jurisdiction in connection with the issuance of the Preferred Shares and the issuance is exempt from the prospectus requirements available under the provisions of Securities Laws and as a result:
 - (i) the Subscriber is restricted from using most of the civil remedies available under Securities Laws;
 - (ii) the Subscriber may not receive information that would otherwise be required to be provided to it under Securities Laws; and
 - (iii) the Corporation is relieved from certain obligations that would otherwise apply under Securities Laws;
- (m) the Corporation may appoint selling agents to offer the Preferred Shares for sale and, in connection therewith, may pay to the agents a commission of up to 10% of the gross proceeds raised in respect of Preferred Shares sold by that selling agent;
- (n) the terms and conditions of the Preferred Shares are set forth in the Offering Memorandum, a copy of which has been provided to and carefully reviewed by the Subscriber.

3. Representations and Warranties of the Subscriber

By executing this Agreement, the Subscriber represents, warrants and covenants to the Corporation (and acknowledges that the Corporation and its counsel are relying thereon) that:

- (a) the Subscriber is purchasing the Preferred Shares as principal for his/her/its own account, not for the benefit of any other person, for investment purposes only and not with a view to resale or distribution, , is resident in the jurisdiction set out as the “Subscriber’s Address” on the face page of this Agreement and

qualifies for the exemption from the prospectus requirement pursuant to NI 45-106 as indicated on the face page of this Agreement;

- (b) the Subscriber, if an individual, has attained the age of majority and is legally competent to execute this Subscription Agreement and to take all actions required of the Subscriber hereunder;
- (c) the Subscriber, if not an individual, (i) is duly incorporated, formed or created and is valid and subsisting under the laws of the jurisdiction of its incorporation, formation or creation, (ii) has the right, power and authority to execute and deliver this Subscription Agreement and all other agreements, instruments and documents contemplated hereby and to perform all of its obligations hereunder and to take or cause to be taken all actions required of the Subscriber hereunder, and (iii) has been given or obtained all necessary approvals of its directors, partners, shareholders, trustees or otherwise with respect to such matters;
- (d) this Subscription Agreement have been duly and validly authorized, executed and delivered by, and constitutes a legal, binding and enforceable obligation of the Subscriber;
- (e) the execution, deliver and performance by the Subscriber of this Subscription Agreement and the completion of the transactions contemplated hereby do not and will not result in a violation of any law, regulation, order or ruling applicable to the Subscriber, and do not and will not constitute a breach or default under any of the Subscriber's constating documents (if the Subscriber is not an individual) or any agreement to which the Subscriber is a party or by which it is bound;
- (f) the Subscriber:
 - (i) has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Preferred Shares;
 - (ii) is capable of assessing the proposed investment in the Preferred Shares as a result of its own experience or as a result of advice received from a person registered under Securities Laws;
 - (iii) is aware of the characteristics of the Preferred Shares and the risks relating to an investment in the Preferred Shares; and
 - (iv) is able to bear the economic risk of loss of its investment in the Preferred Shares;
- (g) no person has made to the Subscriber any written or oral representation:
 - (i) that any person will resell or repurchase any of the Preferred Shares;
 - (ii) that any person will refund the purchase price of the Preferred Shares;
 - (iii) as to the future price or value of any of the Preferred Shares; or
 - (iv) that any of the Preferred Shares will be listed and posted for trading on a stock exchange or that application has been made to list and post any of the Preferred Shares for trading on a stock exchange;
- (h) **the Subscriber has had the opportunity to consult his own independent tax, legal and other professional advisors with respect to the legal and income tax consequences of purchasing the Preferred Shares;**
- (i) the Subscriber has received, reviewed and fully understanding the Offering Memorandum and has had opportunity to ask and have answered all questions which it wished to raise with respect to the business and affairs of the Corporation, the nature of its activities, the proposed use of proceeds, the Preferred Shares and this Subscription Agreement;
- (j) the Subscriber understands and acknowledges that:

- (i) there is no market for the Preferred Shares and no assurance can be made that a market will develop in the future;
- (ii) it is aware of the rights and restrictions attached to, and the terms of, the Preferred Shares;
- (iii) it is aware of the risks relating to an investment in the Preferred Shares;
- (k) the Subscriber understands that the Corporation is not a reporting issuer in any province and the applicable hold period under Securities Laws will not commence until the Corporation becomes a reporting issuer in the province in which the Subscriber resides and the hold period has expired, it will not be able to resell the Preferred Shares except in accordance with the limited exceptions under Securities Laws and the Subscriber is solely responsible for compliance with applicable resale restrictions. The Subscriber has been advised to consult with its own legal advisors with respect to applicable resale restrictions and that it is solely responsible for complying with such resale restrictions applicable to the Preferred Shares. **The Subscriber is aware that the Corporation may never become a reporting issuer and therefore the hold period or restricted period may never expire;**
- (l) none of the Preferred Shares are being purchased by the Subscriber with knowledge of any material fact about the Corporation that has not been generally disclosed;
- (m) it is aware that the Preferred Shares have not been and will not be registered under the *United States Securities Act of 1933* (the “**U.S. Securities Act**”) or the securities laws of any state of the United States and may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act or compliance with the requirements of an exemption from registration and the applicable laws of all applicable states or an exemption from such registration requirement is available and the Subscriber acknowledges that the Corporation has no present intention of filing a registration statement under the U.S. Securities Act in respect of the Preferred Shares;
- (n) it is not a “U.S. Person” (as that term is defined in Regulation S promulgated under the U.S. Securities Act), which definition includes, but is not limited to, an individual resident in the United States, a trust or estate of which any executor or administrator or trustee is a U.S. Person and any partnership or corporation organized or incorporated under the laws of any state of the United States, and is not acquiring the Preferred Shares for the account or benefit of any U.S. Person or a person otherwise in the United States;
- (o) the Preferred Shares have not been offered to the Subscriber in the United States, and the Subscriber (or the individual(s) making the order to purchase Preferred Shares and executing and delivering this Subscription Agreement on behalf of the Subscriber) was not in the United States when the order was placed and the Subscription Agreement was executed and delivered; and
- (p) it has relied solely on the information in the Offering Memorandum and publicly available information relating to the Corporation and not upon any verbal or written representation as to fact or otherwise made by or on behalf of the Corporation.

4. Legends

For the purposes of complying with applicable Securities Laws, including National Instrument 45-102 – *Resale of Securities*, the Subscriber understands and acknowledges that the certificates representing the Preferred Shares will bear legends indicating that the resale of such Preferred Shares is restricted as set out in the terms of this Subscription Agreement and the Offering Memorandum, including the following legend:

“Unless permitted under securities legislation, the holder of this security must not trade the security before the date that is four months and a day after the later of (i) [insert date of distribution] and (ii) the date the issuer became a reporting issuer in any province or territory.”.

5. **Representations and Warranties of the Corporation**

The Corporation represents and warrants to and for the benefit of the Subscriber (and acknowledges that the Subscriber is relying thereon) that:

- (a) the Corporation is duly incorporated, and is a valid and subsisting company, under the laws of British Columbia;
- (b) the Corporation has the full right, power and authority to execute and deliver this Agreement and to authorize the issuance of the Preferred Shares to the Subscriber;
- (c) subject to the right of the Corporation, as described in this Agreement and the Offering Memorandum, to delay its acceptance of or to refuse acceptance of this Agreement, all necessary corporate action will have been taken by the relevant Closing Date to authorize the issue and sale of, and the delivery of certificates representing, the Preferred Shares and, upon payment of the requisite consideration for such Preferred Shares, the Preferred Shares will be validly issued as fully paid and non-assessable;
- (d) this Agreement, upon acceptance by the Corporation, constitutes a binding obligation of the Corporation enforceable in accordance with its terms; and
- (e) the execution and delivery of, and the performance of the terms of the Agreement by the Corporation, including the issue of the Preferred Shares described herein, do not constitute a breach of, or default under, the constating documents of the Corporation or any law, regulation, order or ruling applicable to the Corporation or any agreement, contract or indenture to which the Corporation is a party or by which it is otherwise bound.

6. **Indemnity**

The Subscriber acknowledges that the Corporation is relying on the representations, warranties and covenants of the Subscriber set forth in this Agreement in determining the eligibility (from a securities law perspective) of the Subscriber to purchase the Preferred Shares under the Offering. The Subscriber hereby agrees to indemnify the Corporation against all losses, claims, costs, expenses, damages or liabilities that it may suffer or incur as a result of or in connection with its reliance on those representations, warranties and covenants. The Subscriber undertakes to immediately notify the Corporation, c/o Reed Pope Law Corporation, 202-107 Fort Street, Victoria, BC, V8V 3K5, at the email address: scunningham@reedpope.ca, attention: Sarah Cunningham, of any change in any statement or other information relating to the Subscriber that occurs prior to the Closing Date.

7. **Closing**

The closing of the Preferred Shares will be completed at the offices of Reed Pope Law Corporation in Victoria, British Columbia at such time and on such date as may be determined by the Corporation upon the receipt of completed Subscription Agreements (each such time and date referred to as the “**Closing Date**”). The Corporation reserves the right to complete the Offering in multiple tranche, so that one or more Closings may occur on one or more Closing Dates. The Corporation has the right, in its sole discretion and without prior notice to the Subscriber, to delay the initial Closing Date until the Minimum Offering Amount has been raised.

8. **Required Documents and Deliverables of the Subscriber**

The Subscriber agrees to deliver to the Corporation, or as the Corporation may direct, no later than 2:00 p.m. (Victoria time) on the Business Day preceding the applicable Closing Date, the following documents:

- (a) A completed and signed Subscription Agreement;
- (b) A certified cheque or bank draft in an amount equal to the Aggregate Subscription Amount, payable to “Reed Pope Law Corporation in Trust”;
- (c) **If the person selling the Preferred Shares to you is not registered with a securities regulatory authority or regulator:**

- i. Two copies of the completed and signed Risk Acknowledgment Form attached to the Subscription Agreement as Exhibit 1A; AND
- ii. Two copies of the completed and signed:
 - 1. **If you are resident in Alberta**, Risk Acknowledgement Form attached to this Subscription Agreement as Exhibit 2A; OR
 - 2. **If you are resident in British Columbia**, Risk Acknowledgement Form attached to this Subscription Agreement as Exhibit 2B;
- (d) **If the person selling the Preferred Shares to you is registered with a securities regulatory authority or regulator**, two copies of the completed and signed Risk Acknowledgement Form attached to the Subscription Agreement as Exhibit 1B;
- (e) **If you are resident in Alberta, and the Subscription Amount is for more than \$10,000**, a completed and signed Eligible Investor Representation Letter attached to the Subscription Agreement as Exhibit 3; and
- (f) such other documents as may be reasonably requested or required by the Corporation.

9. **Partial Acceptance or Rejection of Subscription.**

The Corporation may, in its absolute discretion, accept or reject the Subscriber's subscription for Preferred Shares as set out in this Subscription Agreement, in whole or in part, and the Corporation reserves the right to sell to the Subscriber an amount of Preferred Shares that is less than the amount subscribed for under this Subscription Agreement. If this Subscription Agreement is rejected in whole, any certified cheques, bank drafts or other forms of payment delivered by the Subscriber to the Corporation on account of the Subscription Amount for the Preferred Shares subscribed for will be promptly returned to the Subscriber without interest. If this Subscription Agreement is accepted only in part, a cheque representing the amount by which the payment delivered by the Subscriber to the Corporation exceeds the subscription amount for the number of Preferred Shares ultimately sold to the Subscriber pursuant to a partial acceptance of this Subscription Agreement, will be promptly delivered to the Subscriber without interest.

10. **Privacy Notice**

- (a) The Subscriber hereby consents to the collection, use and disclosure by the Corporation and its authorized agents and representatives of the Subscriber's personal information set forth herein ("**Personal Information**") to enable the Corporation to fulfil its regulatory and reporting requirements. The Subscriber recognizes that this may result in some or all of the Personal Information becoming public information. The Corporation is collecting this Personal Information for the purposes of completing the Offering which includes, but is not limited to, determining the eligibility of the Subscriber (from a securities law perspective) to purchase the Preferred Shares, preparing and registering certificates representing the Preferred Shares to be issued to the Subscriber, and completing filings required under Securities Laws or by any stock exchange or securities regulatory authority or taxation authority.
- (b) In order to permit the Corporation to comply with the requirements of the *Personal Information Protection Act* (British Columbia), the *Personal Information Protection and Electronic Documents Act* (Canada) and similar legislation in any other Province or Territory of Canada, as applicable, the Subscriber expressly consents to the disclosure by the Corporation in any submission or filing that the Corporation may be required to make with any applicable regulatory authority of any Personal Information.
- (c) The Subscriber acknowledges that the Personal Information may be used or disclosed by the Corporation for the purpose of administering the Corporation's relationship with the Subscriber or, if applicable, the beneficial purchase for whom the Subscriber is contracting. For example, the Personal Information may be used by the Corporation to communicate with the Subscriber or, if applicable, the beneficial purchaser for whom the Subscriber is contracting, or to comply with its obligations under applicable laws (such as maintaining a list of holders of the Preferred Shares).

- (d) In connection with, but without limiting, the foregoing, the Personal Information may be disclosed by the Corporation to (i) stock exchanges or securities regulatory or taxation authorities, (ii) any registrar and transfer agent appointed by the Corporation, (iii) the Canada Revenue Agency, and (iv) any of the other persons involved in the Offering, including legal counsel to the Corporation.

11. General Terms

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- (b) This Agreement shall be subject to the approval of all securities and regulatory authorities having jurisdiction.
- (c) The Corporation will have the right to accept or reject the Subscriber's subscription in whole or in part at any time prior to Closing Date. Notwithstanding the foregoing, the Subscriber acknowledges and agrees that the acceptance of this Agreement will be conditional, among other things, upon the sale of the Preferred Shares to the Subscriber being exempt from any prospectus requirements of applicable Securities Laws.
- (d) The funds representing the Subscription Amount which will be advanced by the Subscriber to the Corporation hereunder will not represent proceeds of crime for the purposes of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) (the "PCMLTFA") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the name of the Subscriber and other information relating to this Subscription Agreement and the Subscriber's subscription for Preferred Shares hereunder, on a confidential basis, pursuant to the PCMLTFA. The Subscriber represents and warrants that (i) to the best of the Subscriber's knowledge none of the funds representing the Subscription Amount to be provided by the Subscriber: (A) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction; or (B) are being tendered on behalf of a person or entity who has not been identified to the Subscriber; and (ii) it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and provide the Corporation with appropriate information in connection therewith.
- (e) Should the Subscriber's subscription payment be submitted to Reed Pope Law Corporation, the Corporation's solicitors, in trust or otherwise, then the Subscriber agrees that the solicitors shall have no accountability to the Subscriber whatsoever, and acknowledges that the solicitors are merely recipients for the Corporation and have no solicitor's obligations of any nature to the Subscriber. The Subscriber agrees that submission of the payment to the solicitors in trust shall be, subject to any cancellation or initial rescission period, the property of the Corporation at that point. The only duty the solicitors shall have to the Subscriber is to deliver the Subscription Agreement (as delivered) and the subscription monies to the Corporation, all solely at the Corporation's instruction, and the solicitors shall require no further instruction from the Subscriber in order to deliver the same to the Corporation. Under no circumstances shall the Corporation's solicitors be considered to be giving legal or other advice or services to the Subscriber and no communication between the Subscriber and such solicitors shall be considered advice (at the most only administrative subscription assistance on behalf of the Corporation).
- (f) Time is of the essence hereof.
- (g) This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.
- (h) The covenants, representations and warranties contained herein shall survive the Closing of the transactions contemplated hereby and shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- (i) Except as otherwise provided herein, this Subscription Agreement may only be amended by the agreement of the parties hereto in writing.

- (j) Neither party may assign any or all of its interest in or to this Subscription Agreement without the prior written consent of the other party.
- (k) In this Subscription Agreement (including attachments), references to dollars or “\$” are to Canadian dollars.
- (l) Unless the Subscriber notifies the Corporation otherwise, the Subscriber is deemed to have consented to the delivery by the Corporation of certain documents, including this Subscription Agreement, the Offering Memorandum and any updates or amendments thereto, by way of facsimile or email transmission and that delivery of such documents by facsimile or email transmission shall constitute valid and effective delivery of such documents unless the Corporation received actual notice that such electronic delivery failed. Unless the Corporation receives actual notice that such electronic delivery failed, the Corporation is entitled to assume, and will assume, that the facsimile or electronic transmission (including any enclosures or attachments thereto) was actually received by the Subscriber and the Corporation will have no obligations to verify actual receipt of such electronic delivery by the Subscriber.
- (m) This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to be effective and binding upon the parties hereto as of the date of acceptance by the Corporation.
- (n) The Corporation shall be entitled to rely on delivery of a facsimile or electronic copy of executed subscriptions, and the acceptance by the Corporation of such facsimile or electronic copy of executed subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and Corporation, in accordance with the terms hereof.

EXHIBIT 1A

To be completed if the person selling the Preferred Shares is not registered with a securities regulatory authority

Risk Acknowledgement Form 45-106F4

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- The person selling me these securities is not registered with a securities regulatory authority or regulator and has no duty to tell me whether this investment is suitable for me.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- I could lose all the money I invest.

I am investing \$_____ [total consideration] in total; this includes any amount I am obliged to pay in future. Altire Properties Ltd. will pay up to 10% of the total consideration to _____ [name of person selling the securities] as a fee or commission.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

Date

Signature of Purchaser

Print name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

You have 2 business days to cancel your purchase

To do so, send a notice to Altire Properties Ltd. stating that you want to cancel your purchase. You must send the notice before midnight on the 2nd business day after you sign the agreement to purchase the securities. You can send the notice by fax or email or deliver it in person to [name of issuer] at its business address. Keep a copy of the notice for your records.

Altire Properties Ltd. (the “corporation” or the “Issuer”)

Suite 111 – 3823 Henning Drive, Burnaby, BC V5C 6P3

Phone: 604-777-1808

Fax: 604-630-8818

E-mail: info@altireproperties.com

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You are buying Exempt Market Securities

They are called *exempt market securities* because two parts of securities law do not apply to them. If an issuer wants to sell *exempt market securities* to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

There are restrictions on your ability to resell *exempt market securities*. *Exempt market securities* are more risky than other securities.

You will receive an offering memorandum

Read the offering memorandum carefully because it has important information about the Issuer and its securities. Keep the offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

You will not receive advice

You will not get professional advice about whether the investment is suitable for you. But you can still seek that advice from a registered adviser or registered dealer. In Alberta, Manitoba, Northwest Territories, Nunavut, Prince Edward Island, Québec, Saskatchewan and Yukon to qualify as an eligible investor, you may be required to obtain that advice.

The securities you are buying are not listed

The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell these securities.

The issuer of your securities is a non-reporting issuer

A *non-reporting issuer* does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this Issuer.

For more information on the exempt market, call your local securities regulatory authority or regulator.

Alberta Securities Commission

600, 250 – 5 Street SW

Calgary, AB T2P 0P4

Ph: (403) 297-6454

www.albertasecurities.com

British Columbia Securities Commission

701 West Georgia Street

P.O. Box 10142, Pacific Centre

Vancouver, BC V7Y 1L2

Ph: (604) 899-6500

www.bcsc.bc.ca

The purchaser must sign 2 copies of this form. The purchaser and the Issuer must each receive a signed copy.

EXHIBIT 1B

To be completed if the person selling the Preferred Shares is registered with a securities regulatory authority

Risk Acknowledgement Form 45-106F4

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- I could lose all the money I invest.

I am investing \$_____ [total consideration] in total; this includes any amount I am obliged to pay in future. Altire Properties Ltd. will pay up to 10% of the total consideration to _____ [name of person selling the securities] as a fee or commission.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

Date

Signature of Purchaser

Print name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

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You have 2 business days to cancel your purchase

To do so, send a notice to Altire Properties Ltd. stating that you want to cancel your purchase. You must send the notice before midnight on the 2nd business day after you sign the agreement to purchase the securities. You can send the notice by fax or email or deliver it in person to [name of issuer] at its business address. Keep a copy of the notice for your records.

Altire Properties Ltd. (the “corporation” or the “Issuer”)

Suite 111 – 3823 Henning Drive, Burnaby, BC V5C 6P3

Phone: 604-777-1808

Fax: 604-630-8818

E-mail: info@altireproperties.com

You are buying Exempt Market Securities

They are called *exempt market securities* because two parts of securities law do not apply to them. If an issuer wants to sell *exempt market securities* to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

There are restrictions on your ability to resell *exempt market securities*. *Exempt market securities* are more risky than other securities.

You will receive an offering memorandum

Read the offering memorandum carefully because it has important information about the Issuer and its securities. Keep the offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

The securities you are buying are not listed

The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell these securities.

The issuer of your securities is a non-reporting issuer

A *non-reporting issuer* does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this Issuer.

For more information on the exempt market, call your local securities regulatory authority or regulator.

Alberta Securities Commission

600, 250 – 5 Street SW

Calgary, AB T2P 0P4

Ph: (403) 297-6454

www.albertasecurities.com

British Columbia Securities Commission

701 West Georgia Street

P.O. Box 10142, Pacific Centre

Vancouver, BC V7Y 1L2

Ph: (604) 899-6500

www.bcsc.bc.ca

The purchaser must sign 2 copies of this form. The purchaser and the Issuer must each receive a signed copy.

EXHIBIT 2A

To be completed by Alberta resident Subscribers if the person selling the Preferred Shares is not registered with a securities regulatory authority

Risk Acknowledgement under BLANKET ORDER 31-505

Registration Exemption for Trades in Connection with Certain Prospectus-Exempt Distributions

Name of Issuer: **Altire Properties Ltd.**

Name of Seller: **Altire Investment Management Inc., or _____**

I acknowledge that:

- the person selling me these securities is not registered with a securities regulatory authority and is prohibited from telling me that this investment is suitable for me;
- the person selling me these securities does not act for me;
- this is a risky investment and I could lose all of my money; and
- I am investing entirely at my own risk.

Date

Signature of Purchaser

Print name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

National Instrument 45-106 *Prospectus and Registration Exemptions* may require you to sign an additional risk acknowledgement form.

If you want advice about the merits of this investment and whether these securities are a suitable investment for you, contact a registered dealer or adviser.

EXHIBIT 2B

To be completed by British Columbia resident Subscribers if the person selling the Preferred Shares is not registered with a securities regulatory authority

Risk Acknowledgement under BCI 32-513

Registration Exemption for Trades in Connection with Certain Prospectus-Exempt Distributions

Name of Issuer: **Altire Properties Ltd.**

Name of Seller: **Altire Investment Management Inc., or _____**

I acknowledge that:

- the person selling me these securities is not registered with a securities regulatory authority and is prohibited from telling me that this investment is suitable for me;
- the person selling me these securities does not act for me;
- this is a risky investment and I could lose all of my money; and
- I am investing entirely at my own risk.

Date

Signature of Purchaser

Print name of Purchaser

Name of salesperson acting on behalf of Seller

Sign 2 copies of this document. Keep one copy for your records.

National Instrument 45-106 *Prospectus and Registration Exemptions* may require you to sign an additional risk acknowledgement form.

If you want advice about the merits of this investment and whether these securities are a suitable investment for you, contact a registered dealer or adviser.

EXHIBIT 3

ELIGIBLE INVESTOR REPRESENTATION LETTER
TO BE COMPLETED BY ALBERTA RESIDENTS SUBSCRIBING FOR MORE THAN \$10,000

The undersigned (the "Subscriber") hereby confirms and certifies to Altire Properties Ltd. that the Subscriber is purchasing the Preferred Shares as principal, that the Subscriber is resident in the jurisdiction set out on the face page of the Subscription Agreement, and that the Subscriber is an "Eligible Investor" because the Subscriber is: **[check appropriate boxes]**

- ☐ a person whose **[circle one or more, as applicable]**
- (i) net assets, alone or with a spouse, in the case of an individual, exceed \$400,000,
 - (ii) net income before taxes exceeded \$75,000 in each of the two most recent years and who reasonably expects to exceed that income level in the current year, or
 - (iii) net income before taxes, alone or with a spouse, in the case of an individual, exceeded \$125,000 in each of the two most recent years and who reasonably expects to exceed that income level in the current year;
- ☐ a person of which a majority of the voting securities are beneficially owned by Eligible Investors or a majority of the directors are Eligible Investors;
- ☐ a general partnership in which all of the partners are Eligible Investors;
- ☐ a limited partnership in which a majority of the general partners are Eligible Investors;
- ☐ a trust or estate in which all of the beneficiaries or a majority of the trustees or executors are Eligible Investors;
- ☐ an Accredited Investor (as defined in National Instrument 45-106 *Prospectus and Registration Exemptions*);
- ☐ a person described in section 2.5 of National Instrument 45-106 *Prospectus and Registration Requirements*, that section being entitled "Family, friends and business associates"; or
- ☐ a person or company that has obtained advice regarding the suitability of the investment and if the person is resident in a jurisdiction of Canada, that advice has been obtained from an "eligibility adviser" (as defined in National Instrument 45-106 *Prospectus and Registration Requirements*).

EXECUTED by the Subscriber this _____ day of _____, 20__.

If a Corporation, Partnership or other entity

Signature of Authorized Signatory

Name and Position of Signatory

Name of Purchasing Entity

Jurisdiction of Head Office

If an individual

Signature

Print Name

Jurisdiction of Residence