

CODE OF BUSINESS CONDUCT AND ETHICS

I. INTRODUCTION

This Code of Business Conduct and Ethics (the “**Code of Conduct**”) outlines a framework of guiding principles for each trustee, officer, employee, consultant and contractor of the REIT (“**Representatives**”) in the conduct of their business, and for each trustee, officer and employee constitutes conditions of employment, and for each consultant and contractor constitutes conditions of providing services to Morguard North American Residential Real Estate Investment Trust (the “**REIT**”). As with any statement of policy, the exercise of judgment is required in determining applicability of this Code of Conduct to each individual situation.

II. CONFLICTS OF INTEREST

- A. Representatives shall avoid situations that may result in a conflict or perceived conflict between their personal interests and the interest of the REIT and situations where their actions as Representatives are influenced or perceived to be influenced by their personal interests.
- B. In general, a conflict of interest exists for Representatives who use their position at the REIT to benefit themselves or others, including friends or families.
- C. Full disclosure enables Representatives to resolve unclear situations and gives an opportunity to dispose of conflicting interests before any difficulty arises.

III. COMPLIANCE WITH LAW

- A. Each Representative must at all times comply fully with applicable law and should avoid any situation which could be perceived as improper, unethical or indicate a casual attitude towards compliance with the law.
- B. The trustees and senior officers are expected to be sufficiently familiar with any legislation that applies to their position, shall recognize potential liabilities and shall seek legal advice where appropriate.

IV. OUTSIDE BUSINESS INTERESTS

- A. No trustee may hold a significant financial interest, either directly or through a relative or associate, or hold or accept a position as an officer or director in an organization in a relationship with the REIT, where by virtue of his or her position in the REIT, the trustee could in any way benefit the other organization by influencing the purchasing, selling or other decisions of the REIT, unless that interest has been fully disclosed in writing to the board of trustees of the REIT (the "**Board**"). In addition, the REIT's Declaration of Trust, as amended from time to time, contains provisions which require Trustees to disclose to the REIT, at the first meeting of Trustees or a committee of Trustees at which a proposed contract or transaction is considered, any interest in a contract or transaction or proposed contract or transaction with the REIT (including a contract or transaction involving the making or disposition of any investment in real property or a joint venture agreement) or the fact that such person is a director or officer of, or otherwise has an interest in, any person who is a party to a contract or transaction or proposed contract or transaction with the REIT
- B. A "significant financial interest" in this context is any interest substantial enough that decisions of the REIT could result in gain for the trustee.
- C. If a material contract or transaction or proposed material contract or transaction is one that in the ordinary course would require approval by the Trustees, a Trustee

will be required to disclose in writing to the REIT, or request to have entered into the minutes of meetings of Trustees or a committee thereof, the nature and extent of his or her interest forthwith after the Trustee becomes aware of the contract or transaction or proposed contract or transaction. In any case, a Trustee who has made disclosure to the foregoing effect will not be entitled to vote on any resolution to approve the contract or transaction unless the contract or transaction primarily relates to his or her remuneration or is for indemnity under the provisions of the Declaration of Trust or the purchase or maintenance of liability insurance.

V. DISCLOSURE POLICY

- A. Each Representative must comply with the REIT's Disclosure Policy.

VI. ENTERTAINMENT, GIFTS AND FAVOURS

- A. Representatives may not offer or solicit gifts or favours in order to secure preferential treatment for themselves or the REIT.
- B. Gifts and entertainment may only be accepted or offered by a Representative in normal exchanges common to established business relationships. An exchange of such gifts shall create no sense of obligation.

VII. NON-PROFIT AND PROFESSIONAL ASSOCIATION

- A. The REIT supports its Representatives who contribute to their communities through involvement with charitable, community service and professional organizations. If Representatives use the REIT's resources for such activities they should only do so with the prior consent of the Chair of the Board.
- B. A Representative should ensure that he or she is seen as speaking for any such organization as an individual and not as the REIT's spokesperson.

VIII. USE OF THE TRUST'S PROPERTY

Representatives should not make use of the REIT's property or resources for their own personal benefit or purposes.

IX. POLITICAL PARTICIPATION

Representatives engaging in the political process must take care to separate their personal activities from their association with the REIT.

X. DISCLOSURE BY TRUSTEES

- A. Each individual being considered for nomination as a trustee of the REIT must disclose to the Compensation & Governance Committee all interests and relationships of which the trustee is aware of at the time of consideration which will or may give rise to a conflict of interest. If such an interest or relationship should arise while the individual is a trustee, the individual shall make immediate disclosure of all relevant facts to the REIT's General Counsel or the Chair of the Board.
- B. If the trustees are making decisions that may provide a benefit to a trustee's private interests, the trustee shall withdraw from the deliberations altogether.
- C. Disclosure may cure a conflict of interest or allow the REIT to appropriately avoid a potential conflict. However, a conflict may be so severe as to only be resolved by the trustee's resignation from one or more of the conflicting positions. Each trustee agrees that if the Board as a whole determines a potential conflict cannot be cured, the trustee will resign from the conflicting positions held by them at the REIT.

XI. RESPONSIBILITY

- A. Each Representative must adhere to the standards described in this Code of Conduct.
- B. Any Representative who knows or suspects a breach of this Code of Conduct must report it to the Chair of the Board.
- C. Each trustee, together with any officers, employees, consultants and contractors specified by the Board, shall annually review, sign and deliver to the Chair of the Board a copy of this Code of Conduct.

XII. VIOLATION OF THIS CODE

- A. Failure to comply with the Code of Conduct may result in severe consequences, which could include internal disciplinary action or termination of employment or consulting arrangements without notice. The violation of the Code of Conduct may also violate certain Canadian or other applicable laws and if it appears that a Representative may have violated such laws, the REIT may refer the matter to the appropriate regulatory authorities, which could lead to penalties, fines or imprisonment.
- B. If the Board determines that a trustee has breached this Code of Conduct, the Board may sanction the trustee, including by asking for the trustee's resignation.
- C. Each trustee agrees that when the Board determines that a trustee has violated this Code of Conduct and requests such trustee's resignation, such trustee shall resign as a trustee of the REIT.

XIII. CLARIFICATION

A Representative should seek clarification of the Code of Conduct, where necessary, from the General Counsel or the Chair of the Board.

I ACKNOWLEDGE that I have read and considered the Code of Business Conduct and Ethics of Morguard North American Residential Real Estate Investment Trust and agree to conduct myself in accordance with the Code of Business Conduct and Ethics.

Signature

Print Name

Date