**THIS AGREEMENT OF BARE TRUST** made effective as of the 7th day of March, 2018.

**BETWEEN:**

**(Investor(s) name here)**,  
both of the City of Winnipeg, in the Province of Manitoba,  
(collectively, the "*Trustee*"),

**OF THE FIRST PART,**

- and -

**(Investor(s) name here**,  
both of the City of Winnipeg, in the Province of Manitoba,

- and -

**(Your name),**of the City of Winnipeg in the Province of Manitoba.  
  
(collectively, **(Investor(s) name here)**,and **(your name here)**   
are referred to as the "*Beneficial Owner* "),

**OF THE SECOND PART.**

**WHEREAS** the Trustee is the legal and registered owner of the real property commonly known as (address of property), in the City of Winnipeg, in the Province of Manitoba, and the building, paving (or parking lot), improvements, appurtenances and fixtures situated thereon or forming a part thereof and legally described as follows:

**Example**: SP LOT 14 PLAN 28845 WLTO

IN RL 89 PARISH OF ST BONIFACE

(hereinafter referred to as the "*Property*")

**AND WHEREAS** the Trustee held an interest in the Property in trust and beneficial ownership of the Property for the Beneficial Owner from the date of possession of the Property as of March 7, 2018;

**AND WHEREAS** at all times, the Trustee has agreed to act as a bare trustee of the Property under this Agreement and to accept and hold the Property transferred to them as the bare trustee for the benefit of the Beneficial Owner in one-half equal shares between both (INVESTORS NAME HERE ) (collectively, one-half interest in the Property) and (YOUR NAME HERE) (one-half interest in the Property) and on the terms set out below.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

**1.00 BARE TRUST**

1.01 Notwithstanding that the Trustee is the legal owner of the Property (the “*Trust Property*”), the Trustee hereby acknowledges, confirms and declares that their right, interest and title in the Trust Property that they now have is held as bare trustee.

1.02 The Trustee further confirms and declares that all profits, advantages and payments accruing on the Trust Property or arising therefrom are and shall be held by the Trustee for the use, benefit and advantage of the Beneficial Owner solely.

1.03 The Trustee further confirms that on demand the Trustee shall transfer to the Beneficial Owner, or its nominee, the said Trust Property and account for all profits, advantages and payments accruing thereon or arising therefrom for the use, benefit and advantage of the Beneficial Owner.

1.04 The Trustee agrees to maintain the Trust Property as a separate asset and agrees not to intermingle any of the Trust Property with the Trustee's personal assets.

1.05 As a bare trustee the Trustee agrees to deal with the Trust Property in accordance with the Beneficial Owner's instructions and to execute any and all security or transfer documents on behalf of the Beneficial Owner as may be required from time to time. For greater certainty, the Trustee further agrees to do all things that may be reasonably necessary to give effect to this Agreement or the Beneficial Owner's wishes in respect of the Trust Property.

**2.00 POWER OF ATTORNEY**

2.01 The Trustee hereby irrevocably grants to the Beneficial Owner, a Power of Attorney in respect of the Trust Property as if the Beneficial Owner was the registered legal owner thereof, and, without limiting the generality of the foregoing, shall, as the attorney for the Trustee, be authorized and empowered to execute documents in the name, place and stead of the Trustee as if they were the legal owner of the property.

**3.00 INDEMNITY**

3.01 The Trustee shall not be responsible for any error in judgment or for any act of omission or commission not amounting to actual fraud in the management and administration of the Trust Property. The Trustee shall not be personally liable for any monies due or to become due from or for any claims against the Trust Property. The Trustee shall have power to bind the Trust Property without rendering themselves personally liable.

3.02 The Trustee shall be indemnified from the assets forming the Trust Property for all proper costs and expenses, if any, in the administration of the trust undertaken by them hereunder. In no case and under no circumstances shall the Trustee become answerable or responsible to account for any property or monies except as are actually received by them.

3.03 The Trustee shall from time to time and at all times be indemnified and saved harmless out of the assets forming the Trust Property and by the Beneficial Owner from and against all costs, charges, fines, expenses, taxes and levies whatsoever which such Trustee may sustain or incur in or about any action, suit or proceeding or any matter whatsoever which is brought, commenced or prosecuted against them for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by them in or above the execution of their duties as Bare Trustee of the Trust Property.

**4.00 ACCEPTANCE OF TRUSTS**

4.01 The Trustee signifies their acceptance of this Bare Trust Agreement and the duties and obligations contained herein by joining in the execution of this Agreement.

**5.00 INTERPRETATION**

5.01 The preamble hereto shall form an integral part hereof.

5.02 This Agreement and the trust created hereby shall be constituted and enforced in accordance with and governed by the laws of Manitoba.

5.03 The singular shall include the plural where applicable and the masculine shall include the feminine where applicable and vice versa.

5.04 Each term of this Agreement is separate and severable one from the other.

5.05 Notwithstanding that this Agreement may be executed on a different date or in several counterparts, or by facsimile transmission, the parties agree that taken together all such parts shall constitute one and the same agreement and that it shall bind them as though executed as one instrument as of the date first above written.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement effective as of the date first written above.

**As Trustee**:

**SIGNED, SEALED & DELIVERED**   
in the presence of:   
   
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 **(INVESTOR NAME HERE)**

**As Beneficial Owner**:

**SIGNED, SEALED & DELIVERED**   
in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(YOUR NAME HERE)**

**SIGNED, SEALED & DELIVERED**   
in the presence of:   
   
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 **(INVESTOR NAME HERE)**