MANAGEMENT AGREEMENT

Dated June 28, 2017

Between

STARLIGHT GROUP PROPERTY HOLDINGS INC.

- and -

STARLIGHT U.S. MULTI-FAMILY (NO. 5) CORE FUND

- and -

STARLIGHT U.S. MULTI-FAMILY CORE REIT INC.

- and -

STARLIGHT U.S. MULTI-FAMILY (NO. 3) CORE REIT INC.

- and -

CARRICK BEND ACQUISITION LLC

- and -

CARRICK BEND 3 ACQUISITION LLC

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MANAGEMENT AGREEMENT

THIS AGREEMENT dated June 28, 2017.

B E T W E E N:

STARLIGHT GROUP PROPERTY HOLDINGS INC, a corporation existing under and governed by the laws of British Columbia

(hereinafter called the “**Manager**”)

-and-

STARLIGHT U.S. MULTI-FAMILY (NO. 5) CORE FUND, a limited partnership established under and governed by the laws of Ontario

(hereinafter called the “**Fund**”)

-and-

STARLIGHT U.S. MULTI-FAMILY CORE REIT INC., a corporation incorporated under the laws of Maryland

(hereinafter called “**U.S. REIT1**”)

-and-

STARLIGHT U.S. MULTI-FAMILY (NO. 3) CORE REIT INC., a corporation incorporated under the laws of Maryland

(together with U.S. REIT1, the “**U.S. REITs**”)

-and-

CARRICK BEND ACQUISITION LLC, a limited liability company existing under the laws of Delaware

(hereinafter called “**CBA**”)

-and-

CARRICK BEND 3 ACQUISITION LLC, a limited liability company existing under the laws of Delaware

(together with CBA, the “**TICs**”)

RECITALS

A. The Fund was established for the purposes of indirectly acquiring, owning, and operating a portfolio comprised of recently constructed, Class “A” stabilized, income producing multi-family real estate properties primarily in the States of Arizona, Colorado, Florida, Georgia, Nevada, North Carolina, Tennessee and Texas;

B. The Fund and certain of its subsidiaries retained the Manager pursuant to a management agreement dated October 15, 2016 (the “**Fund No. 5 AMA**”) to have the Manager undertake the services contemplated therein;

C. In connection with the acquisition of that certain property located at 11525 Community Center Drive, Northglenn, Colorado 80233 (the "**Property**") the Fund, the U.S. REITs and the TICs (collectively, the "**Fund Parties**") wish to enter into a separate management agreement to retain the Manager and to have the Manager undertake the Services as hereinafter defined and set forth, on behalf of the Fund Parties, all as provided herein; and

D. The Manager is willing to undertake to render the Services on the terms and conditions hereinafter set forth and shall perform the Services hereunder as an independent contractor and not as agent.

NOW THEREFORE in consideration of the premises and the mutual covenants herein contained the Parties covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Capitalized terms which are not defined in this Agreement have the meaning given to them in the Prospectus. The terms defined in this Section 1.1 whenever used in this Agreement shall, unless the context otherwise requires, have the respective meanings as hereinafter provided:

"**Affiliate**" means an affiliate as defined under National Instrument 45-106 – *Prospectus Exemptions*, as replaced or amended from time to time, subject to the terms "person" and "issuer" in such instrument being ascribed the same meaning as the term "Person" in this Agreement.

"**Acquisition Fee**" has the meaning ascribed thereto in Section 3.1 of this Agreement.

"**Agreement**", "this Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions mean or refer to this Agreement as amended and/or restated from time to time and all schedules hereto; and the expressions "Article", "Section", "Subsection", "Paragraph", "Recital" and "Subparagraph" followed by a number or letter mean and refer to the specified Article, Section, Subsection, Paragraph, Recital or Subparagraph of this Agreement.

"**Asset Management Fee**" has the meaning ascribed thereto in Section 3.2 of this Agreement.

"**Business Day**" means a day other than a Saturday, a Sunday or statutory holiday in the Province of Ontario or the state in which the Property is located.

"**Claim**" has the meaning ascribed thereto in Subsection 6.1(b) of this Agreement.

"**Class A Units**" means the units of beneficial interest in the Fund, designated as "Class A Units" in the Fund LP Agreement.

"**Class C Units**" means the units of beneficial interest in the Fund, designated as "Class C Units" in the Fund LP Agreement.

"**Class D Units**" means the units of beneficial interest in the Fund, designated as "Class D Units" in the Fund LP Agreement.

"**Class E Units**" means the units of beneficial interest in the Fund, designated as "Class E Units" in the Fund LP Agreement.

"**Class F Units**" means the units of beneficial interest in the Fund, designated as "Class F Units" in the Fund LP Agreement.

“**Class H Units**” means the units of beneficial interest in the Fund, designated as “Class H Units” in the Fund LP Agreement.

“**Class U Units**” means the units of beneficial interest in the Fund, designated as “Class U Units” in the Fund LP Agreement.

“**Disposition**” means the direct or indirect sale, assignment or other transfer, when completed, of the Property, in whole or in part, and includes any sale, assignment or other transfer to the Manager or to any Person with an ownership interest in the Manager or to any Person in respect of which the Manager or any such Person has an ownership or financial interest provided that the Manager has disclosed such interest to the Fund Parties in writing prior to the commencement of the negotiation of the sale price for such Disposition; provided that “**Disposition**” does not include any sale, assignment or other transfer to any subsidiary of the Fund.

“**Disposition Transaction**” has the meaning ascribed thereto in Section 3.4 of this Agreement.

“**Event of Default**” means any of the following:

(a) the Manager’s wilful misconduct, bad faith, gross negligence, breach of applicable laws or breach of its standard of care owed hereunder, each as determined by adjudication in a court a law;

(b) the dissolution, liquidation, bankruptcy, insolvency or winding-up of the Manager; or

(c) Daniel Drimmer is no longer associated with the Manager.

“**Fund Indemnitee**” has the meaning ascribed thereto in Subsection 6.1(a) of this Agreement.

“**Fund LP Agreement**” means the Amended and Restated Limited Partnership Agreement dated as of October 12, 2016 between the General Partner, D.D. Acquisitions Partnership and each Unitholder, as such agreement is amended and restated and/or supplemented from time to time.

“**Fund No. 5 AMA**” has the meaning ascribed thereto in the Recitals to this Agreement.

“**Fund Parties**” has the meaning ascribed thereto in the Recitals to this Agreement.

“**General Partner**” means with respect to the Fund, Starlight U.S. Multi-Family (No. 5) Core GP, Inc., a corporation incorporated under the laws of Alberta, and the general partner of the Fund.

“**Guarantee Fee**” has the meaning ascribed thereto in Section 3.3 of this Agreement.

“**including**” means including, without limitation.

“**Manager Indemnitee**” has the meaning ascribed thereto in Section 6.2 of this Agreement.

“**Mortgage Loans**” means one or more mortgages, charges, pledges, hypothecs, liens, security interests or other encumbrances of any kind or nature whatsoever of the Property, the proceeds of which will be used to finance the purchase, ownership and leasing of the Property.

“**Nonrenewal Demand**” has the meaning ascribed thereto in Section 5.2(a) of this Agreement.

“**Original Notice**” has the meaning ascribed thereto in Section 5.2(a) of this Agreement.

“**Parties**” means the Fund, the U.S. REITs, the TICs and the Manager, and “**Party**” means any one of them.

“**Person**” includes any individual, firm, partnership, limited partnership, limited liability partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, trust, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status, however designated or constituted.

“**Property**” has the meaning ascribed thereto in the Recitals to this Agreement.

“**Prospectus**” means the final prospectus of the Fund dated October 12, 2016 qualifying the initial public offering of Units and filed by the Fund with the securities regulatory authorities in each of the provinces of Canada.

“**Services**” has the meaning ascribed thereto in Section 2.2.

“**Term**” has the meaning ascribed thereto in Section 5.1.

“**TIC Agreement**” means that certain Tenants in Common Agreement by and between the TICs and dated as of the date hereof, relating to the rights of each TIC in relation to the ownership and operation of the Property.

“**Trade-Mark Licence Agreement**” means the trade-mark licence agreement to be entered into between the Manager and the Fund pursuant to which the Manager will grant to the Fund a non-exclusive royalty-free licence to, among other things, use the “STARLIGHT U.S. MULTI-FAMILY” and “STARLIGHT U.S. MULTI-FAMILY & Design” trade-marks in Canada and the United States for the purpose of conducting its activities as provided for by the Fund LP Agreement.

“**Units**” means the Class A Units, the Class C Units, the Class D Units, the Class E Units, the Class F Units, the Class H Units and the Class U Units, collectively.

1.2 Interpretation Not Affected by Headings, etc.

Grammatical variations of any terms defined herein have similar meanings; words importing the singular number shall include the plural and vice versa; and words importing the masculine gender shall include the feminine and neuter genders. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Statutes

Unless a contrary intent is expressly provided for in this Agreement, any reference to a statute will include and will be deemed to be a reference to the statute and the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

1.4 Currency

All payments contemplated herein shall be made in U.S. Dollars.

1.5 Calculation of Time Periods

When calculating the period of time within which or following which any act is to be done or steps taken pursuant to this Agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next Business Day.

1.6 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

1.7 Invalidity of Provisions

If any covenant, obligation or agreement herein contained, or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each covenant, obligation or agreement herein contained shall be separately valid and enforceable to the fullest extent permitted by law.

1.8 Entire Agreement

This Agreement and any subsequent amendment hereto or restatement hereof, together with the TIC Agreement, the Fund LP Agreement, the operating agreements of the TICs and the Trade-Mark Licence Agreement constitute the entire agreement between the Parties hereto pertaining to the Property and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties hereto, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as contained in this Agreement and any subsequent amendment hereto. No amendment, supplement, modification or termination of this Agreement shall be binding unless executed in writing by the Parties, save and except for any termination of this Agreement that arises under the express terms hereof. No waiver of any of the provisions of this Agreement shall be binding unless executed in writing by the Parties, save and except for any termination of this Agreement that arises under the express terms hereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver. Failure on the part of a Party to complain of any act or failure to act of another Party or to declare another Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned Party of its rights hereunder.

ARTICLE 2
APPOINTMENT AND SERVICES

2.1 Appointment

The Fund Parties hereby appoint the Manager as the sole and exclusive manager of the affairs of the Fund Parties with respect to the Property, to be performed in accordance with the terms and conditions hereof and of the TIC Agreement. Each of the Fund Parties hereby appoints the Manager as its true and lawful attorney in fact and grants to the Manager the full power and authority to bind each of the Fund Parties with respect to the Property.

2.2 Services

The Manager has the authority to manage the Property in accordance with the terms hereof and of the TIC Agreement, and subject to the requirements of applicable law. In performance of its obligations, the Manager shall, without limiting the generality of the provisions of Section 2.1, perform the following services (collectively, the "**Services**"):

(a) Asset Management Services

During the Term of this Agreement, the Manager will provide the following asset management services to the Fund Parties in respect of the Property:

(i) identifying, evaluating, recommending and assisting in the structuring of the acquisition of Property;

(ii) providing overall management, financial and business planning for the operation of their Property;

(iii) establishing appropriate legal and accounting systems for the proper control of the Property;

(iv) maintaining ongoing relationships with lenders and mortgagees and using best efforts to arrange financing of Mortgage Loans or a refinancing of the Mortgage Loans at the expiration of their terms and any subsequent refinancings in respect of the Property;

(v) conducting continuous analysis of market conditions to monitor the Fund Parties' investment in the Property;

(vi) advising the Fund Parties with respect to a Disposition, and negotiating and carrying out a Disposition on such terms and conditions and at such times as the Manager may determine;

(vii) recommending the selection of a third party property manager to provide property management services in respect of the Property and negotiating a property management agreement with such property manager (which property management agreement shall provide for the release of net rents and other funds collected into the operating account for the Property to the TICs in proportion to their respective interests, except such amounts that are determined by the property manager or the Manager to be retained for reserves or improvements, within three months after receipt into such account);

(viii) providing oversight of the third party property manager and guidance to the third party property manager with respect to the operation of the Property including with respect to operating and capital expenditures, setting rental rates for the Property, seeking additional ancillary income opportunities with third party providers, leasing, marketing and other contracts all in accordance with an approved budget; and

(ix) engaging a third party property manager to perform capital expenditures at the Property or, in its discretion, undertaking capital expenditures at the Properties for a capital expenditure fee commensurate with the capital expenditure fee paid to a third party property manager.

In connection with Sections 2.2(a)(ii), (vii) and (viii), the Manager's duties are advisory in nature and the Manager shall not be engaged in providing property management services to the Fund Parties in respect of the Property. Property management for the Property shall be provided by a third party property manager recommended by the Manager. The TICs shall pay all fees and related expenses incurred by the property manager in connection with performing its duties under the property management agreement.

(b) <u>General Services</u>

During the Term of this Agreement, the Manager will provide the following general services to the Fund Parties in respect of the Property, as applicable:

(i) such business and administrative services as contemplated by the section entitled “Description of the Securities Distributed – Units – Powers and Responsibilities of the General Partner” in the Prospectus;

(ii) appointing, supervising and removing third-party service providers and any replacements upon such terms as the Manager shall think fit;

(iii) providing investor communications and reporting services;

(iv) monitoring the financial performance of the Fund Parties including the review and approval of monthly and quarterly financial statements for the Property and annual budgets provided by the property manager;

(v) maintaining proper books, accounts and records;

(vi) providing administrative, executive and senior management personnel having the requisite experience and skill to perform the obligations of the Manager under this Agreement;

(vii) attending to all matters necessary for any reorganization, bankruptcy proceedings, dissolution or winding-up;

(viii) advising with respect to risk management policies and certain litigation matters; and

(ix) any additional services as may from time to time be agreed to in writing by the Fund Parties and the Manager for which the Manager will be compensated on terms to be agreed upon between the Fund Parties and the Manager prior to the provision of such services.

If requested by any Fund Party, the Manager shall provide the Services to any Person either wholly or partially owned by such Fund Party.

Notwithstanding any other provision hereof, the assets of the Fund and its subsidiaries may be invested only in accordance with the Investment Restrictions and Operating Policies set out in Article 7 of the Fund LP Agreement.

2.3 Subcontracting

(a) Subject to Section 2.3(b), the Parties hereby acknowledge and agree that the Manager shall have the right to subcontract its obligations hereunder, including to an Affiliate of the Manager, provided that;

(i) it shall do so at its own cost; and

(ii) no such subcontracting shall relieve or release the Manager from any of its obligations under this Agreement.

(b) Any subcontracting arrangement whereby an entity that is not an Affiliate of the Manager is retained by the Manager to perform the Services at the Property shall require the approval of the TICs.

2.4 Records

At all times, the Manager shall keep proper books of account and records relating to the Property and the Services performed hereunder, which books of account and records shall be accessible for inspection by the Fund Parties and any federal or provincial government authority with entitlement thereto at reasonable times during business hours. The Manager shall keep or cause to be kept books of account and records relating to the Property in a manner that complies with the record-keeping requirements prescribed by applicable tax and other legislation.

2.5 Manager Conduct and Standard of Care

(a) The Manager will exercise its powers and discharge its duties under this Agreement diligently, honestly, in good faith and in the best interests of the Fund Parties. In connection therewith, the Manager will perform the Services in accordance with applicable rules, laws and regulations in an expeditious, ethical, honest, businesslike manner and will exercise the standard of care, diligence and skill that a reasonably prudent person would exercise in similar circumstances.

(b) The Manager hereby acknowledges that it is cognizant of the terms and provisions of the Fund LP Agreement, the operating agreements of the TICs, and the TIC Agreement, and agrees to act in accordance therewith, and further agrees not to cause the Fund Parties or any Person wholly or partially owned by the Fund to breach any of the terms of such agreements.

2.6 Employees

The Manager represents and warrants to the Fund Parties that it has and shall maintain administrative, executive and management personnel and consultants having the requisite experience and skill to perform the obligations of the Manager hereunder and shall cause such personnel and consultants to devote such time and attention to the obligations of the Manager contained in this Agreement as shall reasonably be required in order to perform the obligations of the Manager set forth in this Agreement. The Manager will provide employees and/or consultants to fulfill the roles of Chief Executive Officer, Chief Financial Officer, President and Corporate Secretary of the Fund who initially shall be Daniel Drimmer, as Chief Executive Officer, Martin Liddell, as Chief Financial Officer Evan Kirsh, as President and David Hanick, as Corporate Secretary.

ARTICLE 3
COMPENSATION FOR SERVICES

3.1 Acquisition Fee

The U.S. REITs will pay to the Manager an acquisition fee (the "**Acquisition Fee**") in accordance with the terms of the Fund No. 5 AMA.

3.2 Asset Management Fee

The Fund Parties will pay to the Manager an aggregate base annual management fee (the "**Asset Management Fee**") calculated and payable on a monthly basis in arrears in cash on the first day of each month equal to 0.35% of the sum of: (i) the appraised value of the Property, and (ii) the cost of any capital expenditures in respect of the Property since the date of its acquisition by the TICs. The Asset Management Fee is payable on the first day of each month during the term of this Agreement in an amount equal to 1/12th of the annual Asset Management Fee.

3.3 Guarantee Fee

In the event that the Manager or any of its Affiliates is required by a lender to provide a financing guarantee in connection with an amount borrowed by the Fund Parties relating to the Property, the Fund Parties will, in consideration for providing such guarantee, pay the Manager, in the aggregate, an annual amount equal to 0.15% of the then-outstanding amount of such guaranteed funds borrowed ("**Guarantee Fee**"), which Guarantee Fee shall be calculated and payable to the Manager or its appointee on a monthly basis in arrears in cash on the first day of each month during the term of this Agreement.

3.4 Disposition Transaction Fee

If there occurs any amalgamation, merger, arrangement, take-over bid, material transfer or sale of Units or rights or other securities of the Fund or interest therein or thereto, or sale of the Property together with the other properties owned indirectly held by the Fund, or similar transaction involving the Fund or a subsidiary of the Fund and the Property (other than in connection with an internal reorganization, an initial public offering of all or substantially all of the Fund's properties, or a transaction with the Manager or any of its Affiliates as the purchaser), whether in one transaction or series of transactions (collectively, the "**Disposition Transaction**"), the Fund will pay the Manager a disposition fee in accordance with the terms of the Fund No. 5 AMA.

3.5 Waiver of Asset Management Fee or Guarantee Fee

The Manager may, from time to time, waive the obligation of the Fund Parties to pay all or any portion of the Asset Management Fee or Guarantee Fee for any one or more months within the Term, provided that in such case the Asset Management Fee or Guarantee Fee shall continue to accrue and be payable on demand and the waiver of the obligation of the Fund Parties to pay all or any portion of the Asset Management Fee or Guarantee Fee in any month shall not act as a waiver of such obligation in subsequent months. The amount of any Asset Management Fee waived or Guarantee Fee waived in a given month shall be added to the Asset Management Fee or Guarantee Fee payable in the following month and paid in accordance with Section 3.2 or Section 3.3, as applicable.

3.6 Interest

Any portion of the Acquisition Fee, the Asset Management Fee, the Guarantee Fee, the Disposition Transaction Fee, or the expenses payable under this Agreement which are not paid when due will bear interest from the date due to the date paid at the rate of 6% per annum, calculated and compounded monthly. Notwithstanding the foregoing, should the Manager waive the obligation of the Fund Parties to pay all or any portion of the Asset Management Fee or Guarantee Fee for any one or more months within the Term in accordance with Section 3.5 of this Agreement, the Manager shall not be entitled to receive any interest thereon.

ARTICLE 4
EXPENSES

4.1 Expenses of the Fund

The Fund Parties will collectively pay for all ordinary expenses incurred in connection with its operation and administration including:

(a) reasonable out-of-pocket expenses incurred by the Manager or its agents and paid to third parties in connection with their ongoing obligations to the Property;

(b) travel expenses related to performance of the Manager's obligations in connection with this Agreement;

(c) fees payable to the auditors, appraisers, legal advisors and other agents or consultants by or on behalf of the Property;

(d) fees and expenses connected with the acquisition, financing, Disposition and ownership of the Property, including the arranging of the Mortgage Loans;

(e) fees and expenses of anyone providing property management services and/or leasing services to the Property, provided that if the Manager, or any Affiliate thereof, provides property management services, the fees and expenses shall be on market terms and shall have been approved by the TICs;

(f) insurance expenses;

(g) all costs and expenses in connection with the incorporation, organization and maintenance of any corporation or other entity formed to hold the Property;

(h) costs and expenses arising as a result of complying with all applicable laws, regulations and policies;

(i) any expenditures incurred upon the reorganization, winding-up or termination of the Fund Parties and relating to the Property; and

(j) in relation to the Property, expenses of any action, suit or other proceedings in which or in relation to which the Manager (and any of its officers, directors, employees, consultants or agents) is entitled to an indemnity from the Fund.

4.2 Expenses of Manager

Without regard to the amount of compensation received under this Agreement, the Manager will bear all costs and expenses incurred by the Manager in connection with any salaries, consulting fees, employee expenses, corporate office rent and equipment, general administrative expenses and other expenses that are customarily considered to be overhead expenses.

ARTICLE 5
TERM AND TERMINATION

5.1 Term

Subject to the following provisions of this Article 5, the Manager's duties and responsibilities under this Agreement shall begin on the date of this Agreement and shall terminate on the earliest of (i) the sale of the Property or any portion thereof, as to such portion of the Property sold (other than any sale of an undivided interest held by a TIC to a party that will acquire such interest subject to a tenants in common agreement and this Agreement), (ii) termination or non-renewal of this Agreement as provided in Section 5.2, or (iii) December 31, 2067 (the "**Term**").

5.2 Termination or Non-Renewal of the Manager

(a) The TICs holding more than 80% of the undivided interests in the Property shall have the right to terminate this Agreement, at any time, without cause, upon 30 days prior written notice to the Manager. In addition, this Agreement shall be subject to renewal or termination by the TICs on each annual anniversary date of this Agreement. 30 days before each such anniversary date, the Manager shall receive written notice from each TIC of its right to renew or not renew ("**Original Notice**"). Absent receipt by the Manager of a written demand not to renew from any TIC within 15 days of the Original Notice ("**Nonrenewal Demand**"), this Agreement shall be deemed renewed until the next anniversary date. If the Asset Manager receives a Nonrenewal Demand, this Agreement shall terminate on its anniversary date simultaneous with the appointment by the TICs of a replacement Asset Manager.

(b) The Manager shall have the right to terminate this Agreement, provided that (i) the TICs are in default in the performance of any of their obligations hereunder, and such default remains uncured for 30 days following the Manager's giving of written notice of such default to the TICs or (ii) any governmental law, regulation or ruling requires the Manager to so terminate this Agreement.

(c) Within 45 days after termination of this Agreement for any reason, the Manager shall deliver, or cause to be delivered, to each of the TICs the following: (i) a final accounting, setting forth the balance of income and expenses on the Property as of the date of termination; (ii) any balance or monies of the TICs or tenant security deposits held by the Manager with respect to the Property; and (iii) all materials and supplies, keys, books and records, contracts, leases, receipts for deposits, unpaid bills and other papers or documents which pertain to the Property. For a period of 45 days after such expiration or cancellation for any reason other than the TICs' default, the Manager shall be available to consult with and advise the TICs or any person or entity succeeding to the TICs as owner of the Property or such other person or persons selected by the TICs regarding the operation and maintenance of the Property. In addition, the Manager shall cooperate with the TICs in notifying all tenants of the Property of the expiration and termination of this Agreement, and shall use reasonable efforts to cooperate with the TICs to accomplish an orderly transfer of the operation and management of the Property to a party designated by the TICs. The Manager shall receive its monthly Asset Management Fee for such services. Termination of this Agreement shall not release either party from liability for failure to perform any of the duties or obligations as expressed herein and required to be performed by such party for the period prior to the termination.

(d) This Agreement shall automatically terminate upon the sale of the entire Property.

(e) Upon termination of this Agreement, the U.S. REITs will pay the Disposition Fee to the Manager in respect of transactions that have been approved or committed to, but not yet completed, as of the date of termination immediately following the completion of such transactions.

ARTICLE 6
LIMITATION OF LIABILITY

6.1 Indemnity by the Fund Parties

(a) The Fund Parties agree that the Manager and its Affiliates, and its and their respective securityholders, directors, officers, employees and agents (each, a "**Fund Indemnitee**", and collectively the "**Fund Indemnitees**"), shall not be liable, responsible or accountable, in damages or otherwise, to the Fund Parties for any act performed, or failure to act, by the Manager within the scope of the authority conferred on the Manager by this Agreement, unless such act or omission constitutes wilful misconduct, bad faith, gross negligence or breach of its standard of care owed under this Agreement.

(b) To the extent permitted by applicable law and the TIC agreement, the Fund Parties shall jointly and severally indemnify and hold harmless the Fund Indemnitees from and against any loss (other than loss of profits), expense, damage or injury suffered or sustained by any Fund Indemnitee by reason of any acts, omissions or alleged acts or omissions arising out of their activities on behalf of the Fund Parties or in furtherance of the interests of the Fund Parties including any judgment, award, settlement, reasonable attorneys' fees and disbursements and other costs or expenses incurred in connection with the defence of any actual or threatened action, proceeding or claim (a "**Claim**"), and including any payments made by the Manager to any of its officers or directors pursuant to an indemnification provision no broader than this Section 6.1, if the acts, omissions or alleged acts or omissions upon which such Claim is based were within the scope of the authority of the Manager in accordance with this Agreement and were not the result of such Fund Indemnitee's wilful misconduct, bad faith, gross negligence or breach by any Fund Indemnitee of its standard of care owed under this Agreement. A Fund Indemnitee shall not consent to entry of any judgment, or enter into any settlement without the prior approval of the Fund Parties, which approval shall not be unreasonably withheld. Any such indemnification shall only be from the assets of the Fund Parties. The provisions of this Section 6.1 are not designed to replace or supersede provisions relating to exculpation and/or indemnity contained in other agreements to which the Manager is a party.

6.2 Indemnity by the Manager

The Manager agrees with the Fund Parties and their respective officers, directors, securityholders, employees and agents (each, a "**Manager Indemnitee**", and collectively the "**Manager Indemnitees**"), to the extent permitted by applicable law, that the Manager shall indemnify and hold harmless the Manager Indemnitees from and against any loss, expense, damage or injury suffered or sustained by any of the Manager Indemnitees by reason of any acts or omissions or alleged acts or omissions of the Manager which constitute wilful misconduct, bad faith, gross negligence or breach of its standard of care owed under this Agreement, including but not limited, to any judgment, award, settlement, reasonable attorneys' fees and disbursements and other costs or expenses incurred in connection with the defence of any Claim. A Manager Indemnitee shall not consent to entry of any judgment, or enter into any settlement without the prior approval of the Manager, which approval shall not be unreasonably withheld.

6.3 Limitation of Liability of Manager

The Manager shall not be liable in any way for any default, failure or defect in any of the Properties if the Manager has satisfied the duties and standard of care, diligence and skill set out in Section 2.5 hereof. The Manager will incur liability, however, in cases of wilful misconduct, bad faith or gross negligence of the Manager or disregard of the Manager's standard of care in the performance of its obligations hereunder or in the event of any material breach or default by the Manager of its obligations hereunder.

6.4 In Respect of the Fund

The Fund is a limited partnership of which is only liable for any of its liabilities or any of its losses to the extent of the amount that the limited partner has contributed or agreed to contribute to its capital and the limited partner's *pro rata* share of any undistributed income. The Parties acknowledge that the obligations of the Fund shall not be personally binding upon, nor shall resort be had to, the property of any of their respective limited partners, their heirs, successors and assigns, and that resort shall only be had to the property of the Fund, or the property of the General Partner.

ARTICLE 7
MISCELLANEOUS

7.1 Assets Kept Separate

All accounts held on behalf of the Fund Parties by the Manager shall be kept distinct from the assets owned by the Manager and in separate accounts and specifically designated for the Property, so as to be distinguished from all other assets reflected in the books of account kept by the Manager, so that at no time shall any accounts, property or other assets relating to any Fund Party, form part of or be mixed with the general assets of the Manager.

7.2 Notices

Any notice, report or other communication required or permitted to be given hereunder shall be in writing unless some other method of giving such notice, report or other communication is accepted by the Party to whom it is given, and shall be deemed to have been given on the next Business Day following personal delivery or delivery by fax or email, or five days after it was mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as follows:

(a) To the Fund Parties:

Starlight U.S Multi-Family (No. 5) Core Fund
1400 – 3280 Bloor Street West, Centre Tower
Toronto, Ontario M8X 2X3

Attention: President
Fax: (416) 234-8445
Email: ekirsh@starlightus.com

(b) To the Manager:

Starlight Group Property Holdings Inc.
1400 – 3280 Bloor Street West, West Tower
Toronto, Ontario M8X 2X3

Attention: Chief Executive Officer
Fax: (416) 234-8445
Email: ddrimmer@starlightinvest.com

A Party may at any time give notice in accordance with this section to the other parties of a change of its address for the purpose of this Section 7.2.

7.3 Manager as Independent Contractor

The Manager shall perform its duties hereunder as an independent contractor. Neither the Manager nor any of its employees or consultants, are for the purposes of this Agreement, employees or agents of any Fund Party and nothing herein shall be construed so as to make them employees or agents or to impose any liability on any Fund Party in the context of employer or employee, or principal and agent. The Manager agrees that it shall bear the sole and complete responsibility and liability for the employment, conduct and control of its employees, agents and contractors and for the injury of such persons or injury to others through the actions or omissions of such persons. Nothing herein shall be construed so as to make the Manager and the Fund Parties partners or joint venturers.

7.4 Other Activities of the Asset Manager

The Fund Parties acknowledge that the Manager and/or its Affiliates and their directors, officers and employees are engaged or may become engaged, directly or indirectly, in a variety of other businesses and activities which include or may include any one or more of the development, ownership, acquisition, financing, leasing, sale, operation and management of real property. The Fund Parties hereby consent to any and all business interests and activities of the Manager and agree that nothing in this Agreement shall in any way prevent or restrict the Manager and/or its Affiliates and its and their directors, officers and employees from having other business interests or conducting any activity without accountability to the Fund Parties even if such business interests or activities compete directly or indirectly with the Fund Parties. Notwithstanding the foregoing, the Manager covenants that all matters in respect of which a conflict of interest exists between the interests of any Fund Party and the interests of the Manager or any of its Affiliates in, or ownership of, or management of, other properties, ventures or joint projects that the Manager or any of its Affiliates owns or manages, shall be dealt with by the Manager in good faith and in a fair, equitable and even handed manner.

7.5 Conflicts

In the event of any inconsistency between the provisions of this Agreement and the provisions of the Fund LP Agreement, the TIC Agreement and/or applicable law whereby compliance with the provisions of this Agreement and the Fund LP Agreement, the TIC Agreement and/or applicable law is not possible, the provisions of the Fund LP Agreement, the TIC Agreement and/or applicable law shall govern.

7.6 Assignment

This Agreement may not be assigned by any Party without the written consent of the other Parties, which consent may not be unreasonably withheld. Notwithstanding the foregoing, the Manager may assign this Agreement to a successor by statutory amalgamation or other procedure, or in any reorganization, provided that Daniel Drimmer remains associated with any such successor.

7.7 Survival

Notwithstanding anything to the contrary herein, the terms of Section 3.4, Article 5 and Article 6 shall survive the termination of this Agreement.

7.8 Third Party Beneficiaries.

The provisions of Article 6 are intended for the benefit of all Persons named therein, in each case as and to the extent applicable in accordance with their terms, and shall be enforceable by each of such Persons and his or her successors, permitted assigns, heirs, executors, administrators and other legal representatives (collectively, the "**Third Party Beneficiaries**") and the Parties shall hold the rights and benefits of the aforementioned provisions in trust for and on behalf of the Third Party Beneficiaries and each of the Parties hereby accepts such trust and agrees to hold the benefit of and enforce performance of such covenants on behalf of the Third Party Beneficiaries, and in each case are in addition to, and not in substitution for, any other rights that the Third Party Beneficiaries may have by contract or otherwise.

7.9 Time of the Essence

Time shall be of the essence in this Agreement.

7.10 Amendments

This Agreement may not be amended, supplemented or otherwise modified except by written agreement executed by all of the Parties hereto.

7.11 Counterparts

This Agreement may be executed in counterparts, all such executed counterparts shall constitute one and the same agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be executed either in original, faxed or electronic PDF form and the Parties adopt any signatures received by a receiving fax machine or by email as original signatures of the Parties; provided, however, that any Party providing its signature in such manner shall promptly forward to the other Party an original of the signed copy of this Agreement which was so faxed.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date hereof.

STARLIGHT GROUP PROPERTY HOLDINGS INC.

By: *"Daniel Drimmer"*
Name: Daniel Drimmer
Title: Chief Executive Officer

STARLIGHT U.S. MULTI-FAMILY (NO. 5) CORE FUND, by its general partner, **STARLIGHT U.S. MULTI-FAMILY (NO. 5) CORE GP, INC.**

By: *"Daniel Drimmer"*
Name: Daniel Drimmer
Title: Chief Executive Officer

STARLIGHT U.S. MULTI-FAMILY CORE REIT INC.

By: *"Evan Kirsh"*
Name: Evan Kirsh
Title: President

STARLIGHT U.S. MULTI-FAMILY (No. 3) CORE REIT INC.

By: *"Evan Kirsh"*
Name: Evan Kirsh
Title: President

CARRICK BEND ACQUISITION LLC

By: *"Evan Kirsh"*
Name: Evan Kirsh
Title: President

CARRICK BEND 3 ACQUISITION LLC

By: *"Evan Kirsh"*
Name: Evan Kirsh
Title: President