CONFIDENTIAL OFFERING MEMORANDUM

No. _____

*This confidential offering memorandum (the "**Offering Memorandum**") constitutes an offering of the securities described herein only in those jurisdictions where, and to those persons to whom, they may be lawfully offered for sale. This Offering Memorandum is not, and under no circumstances is it to be construed as, a prospectus or an advertisement or a public offering of these securities. No securities commission or similar regulatory authority in Canada has reviewed this Offering Memorandum nor has it in any way passed upon the merits of the securities offered hereunder and any representation to the contrary is an offence. No prospectus has been filed with any such authority in Canada in connection with the securities offered hereunder.*

This Offering Memorandum is for the confidential 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 their 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. Any such information or representation which is given or received must not be relied upon.

Continuous Offering **January 31, 2022**

NINEPOINT-TEC PRIVATE CREDIT FUND

Class A1, Class D, Class E, Class F1, Class FD, Class FT, Class T, Class I, Class I1 and Class I3 trust units (collectively, the "**Units**") of Ninepoint-TEC Private Credit Fund (the "**Fund**") are being offered on a private placement basis pursuant to exemptions from the prospectus requirements and, where applicable, the registration requirements under applicable securities legislation. Units are being offered on a continuous basis to an unlimited number of eligible subscribers who are prepared to invest a minimum initial subscription amount of $10,000 (or, in the case of Class I1 Units, $50 million) if the subscriber qualifies as an "accredited investor" under applicable securities legislation. If the subscriber does not qualify as a "accredited investor" then the minimum initial subscription amount for Units (other than Class I1 Units) is $150,000 pursuant to the "minimum amount investment" exemption under National Instrument 45-106 – *Prospectus Exemptions* ("**NI 45-106**"); provided that such subscriber is (i) not an individual, and (ii) not created or used solely to rely on the "minimum amount investment" exemption. Ninepoint Partners LP (the "**Manager**"), the manager of the Fund, may, in its sole discretion, accept subscriptions for lesser amounts provided such subscribers are "accredited investors" as defined under applicable securities legislation. Units will be offered at a price equal to the net asset value ("**Net Asset Value**") per Unit for the applicable class (determined in accordance with the amended and restated trust agreement of the Fund dated as of July 31, 2017 (the "**Trust Agreement**"), as the same may be further amended, restated or supplemented from time to time) as at the relevant Valuation Date (as hereinafter defined). Units are only transferable with the consent of the Manager and in accordance with applicable securities legislation.

Units are subject to restrictions on resale under applicable securities legislation, unless a further statutory exemption may be relied upon by the investor or an appropriate discretionary order is obtained from the appropriate securities regulatory authorities pursuant to applicable securities legislation. As there is no market for the Units, it may be difficult or even impossible for a subscriber to sell them other than by way of a redemption of their Units on a Valuation Date. Units may be redeemed (subject to an early redemption fee (as described herein) if not held for at least 12 months) at their Net Asset Value per Unit for the applicable class (determined in accordance with the Trust Agreement) at the close of business on the last business day of any month (a "Valuation Date"), provided the request for redemption is submitted to the Manager at least 120 days prior to such Valuation Date.

The Units offered hereby are distributed exclusively by the Fund by way of a private placement. Investors should carefully review the risk factors outlined in this Offering Memorandum. Investors are urged to consult with an independent legal advisor prior to signing the subscription form for

the Units which accompanies this Offering Memorandum. Investors relying on this Offering Memorandum must comply with all applicable securities legislation with respect to the acquisition or disposition of Units.

Sightline Wealth Management LP is a registered dealer participating in the offering of the Units to its clients for which it will receive a service commission with respect to Class A1 Units, Class T Units and Class D Units. In addition, the Fund may execute a portion of its portfolio transactions through Sightline Wealth Management LP. The Fund may be considered to be "connected issuers" and "related issuers" of Sightline Wealth Management LP and the Manager under applicable securities legislation. Sightline Wealth Management LP, Sightline GP Inc. (the general partner of Sightline Wealth Management LP), the Manager and Ninepoint Partners GP Inc. are controlled, directly or indirectly, by the same group of individuals. See "Conflicts of Interest".

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SUMMARY

Prospective investors are encouraged to consult with their own professional advisors as to the tax and legal consequences of investing in the Fund. The following is a summary only and is qualified by the more detailed information contained in this Offering Memorandum and the Trust Agreement.

The Fund:	Ninepoint-TEC Private Credit Fund (the "**Fund**") is an open-ended unincorporated investment trust established under the laws of the Province of Ontario. The Fund was previously known as "Sprott-TEC Private Credit Fund" and, prior to that, "Sprott Private Credit Trust II", which merged with Sprott Private Credit Trust on July 5, 2017 at a special meeting of unitholders (the "**Merger**"). The Fund exists pursuant to an amended and restated trust agreement dated as of July 31, 2017 (the "**Trust Agreement**"), as the same may be further amended, restated or supplemented from time to time. See "The Fund".
The Trustee:	Pursuant to the Trust Agreement, CIBC Mellon Trust Company (the "**Trustee**") is the trustee of the Fund. The Trustee is a trust company continued under the federal laws of Canada. See "Trustee".
The Manager:	Ninepoint Partners LP (the "**Manager**") is the manager of the Fund. The Manager is a limited partnership formed and organized under the laws of the Province of Ontario. The Manager is responsible for the management of the day-to-day business and administration of the Fund, including management of the Fund's investment portfolio. See "Management of the Fund – The Manager".
Investment Objective and Strategy of the Fund:	The investment objective of the Fund is to achieve superior risk-adjusted returns with minimal volatility and low correlation to most traditional asset classes, primarily by investing in the Portfolio (as defined below). To achieve its investment objective, the Fund invests in a portfolio (the "**Portfolio**") comprised principally of asset-based loans of companies based primarily in Canada and, to a lesser degree, the United States that are undergoing change or special situations. These companies are often overlooked or underappreciated by the general financial community due to perceived risk, complexity or timing. The Portfolio will not be subject to geographical or industry sector restrictions. However, it is intended that it will focus primarily on private and public companies based in Canada and, to a lesser degree, the United States. Integral to the investment strategy of the Fund is capital preservation through primarily senior liens on collateral assets with visible potential cash flows and/or liquidation or break-up values. The foundation of the strategy is rigorous, bottom-up fundamental analysis that emphasizes asset-level overcollaterilizaton based on liquidation value, identifying good companies that are overlooked or out-of-favour, and diversification based on asset-type, investment size, as well as company and industry exposures. Each potential investment shall have an identifiable catalyst that will enable the borrower to retire the loan within a reasonable period of time, usually within two years; however, stated maturities may be longer and, in some cases, up to five years. The Fund may, but is not required to, hedge certain risks related to the Portfolio, including currency and interest rate risks. The Fund will execute its investment strategy through the unique insight and experience of Third Eye Capital Management Inc. (the "**Sub-Advisor**"). Portfolio construction by the Sub-Advisor in respect of each of the investments made by the Fund will involve (i) origination and term sheet construction, (ii) due diligence on collateral and business strength, (iii) risk rating assignment and preparation of an investment summary, (iv) credit committee review, (v) monitoring of the investment by collateral tracking and covenant testing, and (vi) risk rating updates, audits and appraisals. Origination, sourcing, due diligence

and monitoring of investments is delegated to an affiliate of the Sub-Advisor.

The asset-based lending ("**ABL**") investments acquired by the Fund will generally be originated and negotiated by the Sub-Advisor or its affiliates, and may consist of all types of ABL debt obligations. For these purposes, ABL is broadly defined as privately originated and negotiated loans to companies, special purpose vehicles or individuals, in amounts determined by a borrowing base dependent on values of specific secured assets or pools of assets. ABL sub-strategies may include commercial credit, project and contract finance, accounts receivable finance or factoring, purchase order finance, inventory finance, real estate finance, mining offtake and mineral resources finance, consumer finance, trade and commodity finance, reserve lending, structured equipment finance, leasing, and intellectual property monetization. The ABL investments may have varying terms with respect to overcollateralization, seniority or subordination, purchase price, convertibility, covenants, audit and inspection rights, interest terms and maturity. The investments will typically initially consist of passive positions (that is, positions in which the Fund does not participate or seek to participate in management or control) in loans to middle-market companies that have limited liquidity to meet business objectives. However, in appropriate circumstances, including during default recovery, informal and formal restructurings, asset foreclosure, distressed debt exchanges, and business takeovers, certain officers and directors of the Sub-Advisor or its affiliates may participate on boards of and take on active management roles as officers of certain portfolio companies and intermediary vehicles through which the Fund may hold or restructure its investments. In the course of making ABL investments, the Fund may also acquire common or preferred stock, warrants to purchase common or preferred stock, royalty participations, and other equity interests or participations, from time to time.

The Fund will seek, through portfolio construction, to minimize the specific risk of any single investment and to reduce the overall volatility of returns. The Fund may have certain limitations with respect to size, industry, and geography concentration of its ABL investments, as determined by the Manager; however, there can be no assurance that these limitations will not be exceeded from time to time.

The Fund will typically participate in ABL investments pursuant to a syndicated credit agreement in which other syndicate participants may include third-party lenders as well as funds or investment accounts that the Sub-Advisor or its affiliates manage, advise or participate in. Depending on the relative size of the Fund's investment it may not have control over amendments to the terms and conditions of the syndicated credit agreement. An affiliate of the Sub-Advisor is typically the administrative agent under the syndicated credit agreements, responsible for all customary loan servicing and administration functions.

Any un-allocated cash of the Fund will be held by the Fund until such time as the Fund identifies attractive investment opportunities or requires additional funding for portfolio management purposes. Any reserve cash held by the Fund will be used to manage cash flows, pay expenses, and facilitate redemption payments. Such reserve will be held in an interest-bearing account or invested in money-market funds, other short-term instruments or government treasury bills.

See "Investment Objective and Strategy of the Fund" and "Investment Restrictions of the Fund".

The Sub-Advisor:

The Manager has retained the Sub-Advisor as the sub-advisor of the Fund with respect to the asset-based loans held directly by the Fund. The Sub-Advisor is a corporation formed and organized under the laws of the Province of Ontario, and is registered under securities legislation as an investment fund manager in Ontario, Quebec and Newfoundland and Labrador, a portfolio manager in Ontario and an exempt market dealer in each of the provinces and territories of

	Canada. The Manager may, in its discretion, terminate and replace the Sub-Advisor where it deems it to be in the best interests of the Fund. See "Management of the Fund – The Sub-Advisor".
Investor Suitability:	The Fund is suitable for those investors seeking income, preservation of capital and growth potential over the long-term with a medium-to-high level tolerance for risk and lower volatility. Investors should have a long-term investment horizon. Investors are encouraged to consult with their professional advisors to determine whether an investment in the Fund is suitable having regard to their own circumstances.
The Offering:	A continuous offering of Class A1 units, Class D units, Class E units, Class F1 units, Class FD units, Class FT units, Class T units, Class I units, Class I1 units and Class I3 units of the Fund (collectively, the "**Units**"). There need not be any correlation between the number of Units of each class sold hereunder. The differences among the 10 classes of Units are the different eligibility criteria, fee structures, minimum timeframe for redemption and administrative expenses associated with each class. See "Description of Units", "Redemption of Units" and "Fees and Expenses". Units may be purchased as at the close of business on a Valuation Date (as hereinafter defined) if a duly completed subscription form and the required payment reaches the Manager no later than 4:00 p.m. (Toronto time) on such Valuation Date. The issue date for subscription orders received and accepted after 4:00 p.m. (Toronto time) on a Valuation Date will be the next Valuation Date. No certificates evidencing ownership of Units will be issued to Unitholders. See "Details of the Offering". Each Unit represents a beneficial interest in the Fund. The Fund is authorized to issue an unlimited number of classes and/or series of Units and an unlimited number of Units in each such class or series. The Fund may issue fractional Units so that subscription funds may be fully invested. Each whole Unit of a particular class has equal rights to each other Unit of the same class with respect to all matters, including voting, receipt of distributions from the Fund, liquidation and other events in connection with the Fund. See "Description of Units".
Personal Investment Capital:	Certain directors, officers and employees of the Manager and the Sub-Advisor and their respective affiliates and associates may purchase and hold Class E Units from time to time. See "Conflicts of Interest".
Valuation Date:	The net asset value ("**Net Asset Value**") of the Fund and the Net Asset Value per Unit of each class will be calculated on the last business day (that is, the last day on which the Toronto Stock Exchange is open for trading) of each month and on such other business day or days as the Manager may in its discretion designate (each, a "**Valuation Date**").
Price:	Units will be offered at a price equal to the Net Asset Value per Unit for the applicable class of Units on each Valuation Date (determined in accordance with the Trust Agreement). See "Computation of Net Asset Value of the Fund".
Minimum Initial Subscription:	Units are being offered to investors resident in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, New Brunswick, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, Northwest Territories, Nunavut and Yukon (the "**Offering Jurisdictions**") pursuant to exemptions from the prospectus requirements under National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**") or section 73.3 of the *Securities Act* (Ontario), as the case may be. Units will not be issued to individuals under section 2.10 of NI 45-106 (minimum amount investment exemption). See "Details of the Offering". Units are being offered by the Fund on a continuous basis to an unlimited number of eligible subscribers who are prepared to invest a sufficient amount to meet the minimum initial subscription requirements or who are otherwise qualified investors. As at the date of this Offering Memorandum, the minimum initial

subscription amount for persons relying on the "accredited investor" exemption is $10,000 (or, in the case of Class I1 Units, $50 million). The minimum initial subscription amount for persons relying on the "minimum amount investment" exemption is $150,000 (or, in the case of Class I1 Units, $50 million); provided that such subscriber is (i) not an individual, and (ii) not created or used solely to rely on the "minimum amount investment" exemption. At the sole discretion of the Manager, subscriptions may be accepted for lesser amounts provided such subscribers are "accredited investors". These minimum initial subscription amounts are net of any sales commissions payable by an investor to their registered dealer. See "Dealer Compensation".

Subscriptions for Units are subject to acceptance or rejection in whole or in part by the Manager in its sole discretion. No subscription for Units will be accepted from a subscriber unless the Manager is satisfied that the subscription is in compliance with the requirements of applicable securities legislation. Subscribers whose subscriptions have been accepted by the Manager will become Unitholders.

Description of Units:

Class A Units were issued to previous subscribers of Class A Units of the Fund (as Sprott Private Credit Trust II) through normal subscriptions prior to the Merger. Such unitholders have the opportunity to make additional investments in Class A Units of the Fund with the existing fee structure until April 30, 2018. Thereafter, the Class A Units will be closed to further subscriptions and such unitholders wishing to make additional investments will have their subscriptions accepted for Class A1 Units (described below). Unitholders who hold Class A Units will receive monthly distributions (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class A Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such Class of the Fund. Subject to applicable securities legislation, monthly distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution (or Class A1 Units if such distribution is after April 30, 2018), unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager.

Class A1 Units will be issued to qualified purchasers. Unitholders who hold Class A1 Units will receive monthly distributions (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class A1 Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such Class of the Fund. Subject to applicable securities legislation, monthly distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution, unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager.

Class A1 Units of the Fund were also issued in exchange for Class A Units of Sprott Private Credit Trust to holders of such units in connection with the Merger.

Class D Units will be issued to qualified purchasers. Unitholders who hold Class D Units will receive monthly distributions payable in cash (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class D Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such Class of the Fund. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager.

Class D Units of the Fund were also issued in exchange for Class D Units of

Sprott Private Credit Trust to holders of such units in connection with the Merger.

Class E Units will be issued to qualified purchasers who are directors, officers and employees of the Manager, the Sub-Advisor and their respective affiliates and associates. Unitholders who hold Class E Units will receive monthly distributions (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class E Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such Class of the Fund. Subject to applicable securities legislation, monthly distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution, unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager.

Class E Units of the Fund were also issued in exchange for Class E Units of Sprott Private Credit Trust to holders of such units in connection with the Merger.

Class F Units were issued to previous subscribers of Class F Units of the Fund (as Sprott Private Credit Trust II) through normal subscriptions prior to the Merger. Such unitholders have the opportunity to make additional investments in Class F Units of the Fund with the existing fee structure until April 30, 2018. Thereafter, the Class F Units will be closed to further subscriptions and such unitholders wishing to make additional investments will have their subscriptions accepted for Class F1 Units (described below). Unitholders who hold Class F Units will receive monthly distributions (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class F Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such Class of the Fund. Subject to applicable securities legislation, monthly distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution (or Class F1 Units if such distribution is after April 30, 2018), unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. If a Unitholder ceases to be eligible to hold Class F Units, the Manager may, in its sole discretion, reclassify such Unitholder's Class F Units for Class A Units (or Class A1 Units if after April 30, 2018) on five days' notice, unless such Unitholder notifies the Fund during the notice period and the Manager agrees that the Unitholder is once again eligible to hold Class F Units.

Class F1 Units will be issued to: (i) qualified purchasers who participate in fee-based programs through eligible registered dealers; (ii) qualified purchasers in respect of whom the Fund does not incur distribution costs; and (iii) qualified individual purchasers in the Manager's sole discretion. Unitholders who hold Class F1 Units will receive monthly distributions (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class F1 Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such Class of the Fund. Subject to applicable securities legislation, monthly distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution, unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. If a Unitholder ceases to be eligible to hold Class F1 Units, the Manager may, in its sole discretion, reclassify such Unitholder's Class F1 Units for Class A1 Units on five days' notice, unless such Unitholder notifies the Fund during the notice period and the Manager agrees that the

Unitholder is once again eligible to hold Class F1 Units.

Class F1 Units of the Fund were also issued in exchange for Class F Units of Sprott Private Credit Trust to holders of such units in connection with the Merger.

Class FD Units will be issued to: (i) qualified purchasers who participate in fee-based programs through eligible registered dealers; (ii) qualified purchasers in respect of whom the Fund does not incur distribution costs; and (iii) qualified individual purchasers in the Manager's sole discretion. Unitholders who hold Class FD Units will receive monthly distributions payable in cash (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class FD Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such Class of the Fund. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. If a Unitholder ceases to be eligible to hold Class FD Units, the Manager may, in its sole discretion, reclassify such Unitholder's Class FD Units for Class D Units on five days' notice, unless such Unitholder notifies the Fund during the notice period and the Manager agrees that the Unitholder is once again eligible to hold Class FD Units.

Class FD Units of the Fund were also issued in exchange for Class FD Units of Sprott Private Credit Trust to holders of such units in connection with the Merger.

Class FT Units will be issued to qualified purchasers. Class FT Units are designed to provide cash flow to investors by making targeted monthly distributions of cash of approximately 6% per annum. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. Throughout the year, such monthly distributions to Unitholders will be a combination of returns of capital, net income and/or net realized capital gains. Monthly distributions with respect to Class FT Units will be made in cash.

Class T Units will be issued to qualified purchasers. Class T Units are designed to provide cash flow to investors by making targeted monthly distributions of cash of approximately 6% per annum. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. Throughout the year, such monthly distributions to Unitholders will be a combination of returns of capital, net income and/or net realized capital gains. Monthly distributions with respect to Class T Units will be made in cash.

Class I Units will be issued to institutional investors at the discretion of the Manager. Unitholders who hold Class I Units will receive monthly distributions (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class I Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such class of the Fund. Subject to applicable securities legislation, monthly distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution, unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. If a Unitholder ceases to be eligible to hold Class I Units, the Manager, may, in its sole discretion, reclassify such Unitholder's Class I Units for Class A1 Units on five days' notice, unless such Unitholder notifies the Fund during the notice period and the Manager agrees that the Unitholder is once again eligible to hold Class I Units.

Class I Units were issued to previous subscribers of Class I Units of the Fund (as Sprott Private Credit Trust II) through normal subscriptions prior to the Merger. Such unitholders have the opportunity to make additional investments in Class I Units of the Fund with the existing fee structure until April 30, 2018. Thereafter,

such unitholders wishing to make additional investments will have their subscriptions accepted for Class I Units with the fee structure applicable to such Units set out under "Management Fees Payable by the Fund".

Class I Units of the Fund were also issued in exchange for Class I Units of Sprott Private Credit Trust to holders of such units in connection with the Merger.

Class I1 Units will be issued to qualified purchasers who are prepared to invest a minimum initial subscription amount of at least $50 million. Unitholders who hold Class I1 Units will receive monthly distributions (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class I1 Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such class of the Fund. Subject to applicable securities legislation, monthly distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution, unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. If a Unitholder ceases to maintain at least $50 million (on a cost basis) of Class I1 Units, the Manager, may, in its sole discretion, reclassify such Unitholder's Class I1 Units for Class A1 Units on five days' notice, unless such Unitholder notifies the Fund during the notice period and the Manager agrees that the Unitholder is once again eligible to hold Class I1 Units.

Class I3 Units will be issued to Ninepoint-TEC Private Credit Institutional LP (the "**Partnership**"). Unitholders who hold Class I3 Units will receive monthly distributions (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class I3 Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such class of the Fund. Subject to applicable securities legislation, monthly distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution, unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. No fees are payable by the Partnership to the Fund with respect to the Class I3 Units of the Fund held by the Partnership.

Subject to the consent of the Manager, Unitholders may reclassify or switch all or part of their investment in the Fund from one class of Units to another class if the Unitholder is eligible to purchase that class of Units. The timing and processing rules applicable to purchases and redemptions of Units also applies to reclassifications or switches between classes of Units. See "Details of the Offering" and "Redemption of Units". Upon a reclassification or switch from one class of Units to another class, the number of Units held by the Unitholder will change since each class of Units has a different Net Asset Value per Unit.

Generally, reclassifications or switches between classes of Units are not dispositions for tax purposes. However, Unitholders should consult with their own tax advisors regarding any tax implications of reclassifying or switching between classes of Units.

Any investor who becomes a "non-resident" or a "financial institution" within the meaning of the *Income Tax Act* (Canada) (the "**Tax Act**") shall disclose such status to the Fund at the time such status changes and the Fund may restrict the participation of any such investor or require any such investor to redeem all or

some of such investor's Units at the next Valuation Date.

By executing a subscription form for Units in the form prescribed by the Manager, each subscriber is making certain representations, and the Manager and the Fund are entitled to rely on such representations to establish the availability of exemptions from the prospectus requirements described under NI 45-106. In addition, the subscriber is also acknowledging in the subscription form that the investment portfolio and trading procedures of the Fund are proprietary in nature and agrees that all information relating to such investment portfolio and trading procedures will be kept confidential by such subscriber and will not be disclosed to third parties (excluding the subscriber's professional advisors) without the prior written consent of the Manager.

Additional Subscriptions:

Following the required initial minimum investment in the Fund, Unitholders resident in the Offering Jurisdictions may make additional investments in the Fund of not less than $5,000 provided that, at the time of the subscription for additional Units, the Unitholder is an "accredited investor" as defined under applicable securities legislation. Unitholders who are not "accredited investors" nor individuals, but previously invested in, and continue to hold, Units having an aggregate initial acquisition cost or current Net Asset Value equal to $150,000, will also be permitted to make subsequent investments in the Fund of not less than $5,000. Subject to applicable securities legislation, the Manager, in its sole discretion, may from time to time permit additional investments in Units of lesser amounts. Unitholders subscribing for additional Units should complete the subscription form prescribed from time to time by the Manager. See "Additional Subscriptions".

Management Fees Payable by the Fund:

The Fund will pay the following management fees in respect of Net Asset Value of the Fund attributable to each class of Units:

As compensation for providing management and administrative services to the Fund, the Manager receives a monthly management fee (the "**Management Fee**") from the Fund attributable to Class A1 Units, Class D Units, Class F1 Units, Class FD Units, Class FT Units, Class T Units, Class I1 Units and, in certain circumstances described below, Class I Units. No Management Fee is payable by the Fund to the Manager in connection with Class E Units or Class I3 Units. Each class of Units is responsible for the Management Fee attributable to that class.

Class A1 Units:

The Fund pays the Manager a monthly Management Fee equal to 1/12 of 2.45% of the Net Asset Value of the Class A1 Units (determined in accordance with the Trust Agreement), plus any applicable federal and provincial taxes ("**HST**"), calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class A1 Units as at the last business day of each month.

Class D Units:

The Fund pays the Manager a monthly Management Fee equal to 1/12 of 2.45% of the Net Asset Value of the Class D Units (determined in accordance with the Trust Agreement), plus any applicable HST, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class D Units as at the last business day of each month.

Class E Units:

There is no Management Fee payable by the Fund to the Manager in connection with Class E Units.

Class F1 Units:

The Fund pays the Manager a monthly Management Fee equal to 1/12 of 1.45%

of the Net Asset Value of the Class F1 Units (determined in accordance with the Trust Agreement), plus any applicable HST, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class F1 Units as at the last business day of each month.

Class FD Units:

The Fund pays the Manager a monthly Management Fee equal to 1/12 of 1.45% of the Net Asset Value of the Class FD Units (determined in accordance with the Trust Agreement), plus any applicable HST, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class FD Units as at the last business day of each month.

Class FT Units:

The Fund pays the Manager a monthly Management Fee equal to 1/12 of 1.45% of the Net Asset Value of the Class FT Units (determined in accordance with the Trust Agreement), plus any applicable HST, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class FT Units as at the last business day of each month.

Class T Units:

The Fund pays the Manager a monthly Management Fee equal to 1/12 of 2.45% of the Net Asset Value of the Class T Units (determined in accordance with the Trust Agreement), plus any applicable HST, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class T Units as at the last business day of each month.

Class I Units:

Subject to the discretion of the Manager, investors who purchase Class I Units must either: (i) enter into an agreement with the Manager which identifies the monthly Management Fee negotiated with the investor which is payable by the investor directly to the Manager; or (ii) enter into an agreement with the Fund which identifies the monthly Management Fee negotiated with the investor which is payable by the Fund to the Manager. In each circumstance, the monthly Management Fee, plus any applicable HST, is calculated and payable monthly in arrears as of each Valuation Date based on the Net Asset Value of the Class I Units at the beginning of each such month.

Class I1 Units:

The Fund pays the Manager a monthly Management Fee equal to 1/12 of 1.25% of the Net Asset Value of the Class I1 Units (determined in accordance with the Trust Agreement), plus any applicable HST, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class I1 Units as at the last business day of each month.

Class I3 Units:

There is no Management Fee payable by the Fund to the Manager in connection with Class I3 Units.

See "Fees and Expenses – Management Fees Payable by the Fund".

Performance Fees Payable by the Fund:

The Fund will pay the following Performance Fees (as hereinafter defined) to the Manager:

The Manager is entitled to receive from the Fund a quarterly performance fee (the "**Performance Fee**") plus any applicable HST attributable to Class A1 Units, Class D Units, Class F1 Units, Class FT Units, Class T Units, Class FD Units, Class I1 Units and Class I Units. Each such class of Units is charged a Performance Fee plus any applicable HST. If the return in the Net Asset Value per Unit of the particular class of Units (before calculation and accrual for the Performance Fee and after making necessary adjustments to account for

distributions made by the Fund) from the beginning of the quarter (or inception date of the class of Units) to the end of the quarter exceeds 2% (the "**Hurdle Rate**") (or prorated for partial quarters) and such return is between 2% and 2.5% on a quarterly basis, then any amount in excess of the Hurdle Rate shall be payable to the Manager as a Performance Fee, plus any applicable HST. If the return in the Net Asset Value per Unit of the particular class of Units (before calculation and accrual for the Performance Fee and after making necessary adjustments to account for distributions made by the Fund) in the particular quarter exceeds the Hurdle Rate and is 2.5% or more on a quarterly basis, then 20% of such return shall be payable to the Manager as Performance Fee, plus any applicable HST.

If any class of Units of the Fund are redeemed prior to the last Valuation Date of a quarter, the Manager will determine if any Performance Fee is payable on such Units immediately before such Units are redeemed. If a Performance Fee is payable on such Units being redeemed, the Performance Fee will be accrued and paid to the Manager as soon as practicable.

If the performance of a particular class of Units in any quarter is positive but less than the Hurdle Rate, then no Performance Fee will be payable in that quarter for that class of Units, however, the difference between such return of the Fund and the Hurdle Rate is not carried forward. If the performance of a particular class of Units in any quarter is negative, such negative return will be added to the subsequent quarter's Hurdle Rate when calculating the Performance Fee for that class of Units. The Performance Fee in respect of each class of Units will be accrued monthly (such that the Net Asset Value per Unit reflects such accrual) and will be payable quarterly. See "Fees and Expenses – Performance Fees Payable by the Fund".

Operating Expenses Payable by the Fund:

The Fund is responsible for the payment of all routine and customary fees and expenses incurred relating to the administration and operation of the Fund including, but not limited to: Trustee fees and expenses; custodial, prime broker and safekeeping fees and expenses; registrar and transfer agency fees and expenses; audit, legal and record-keeping fees and expenses; communication expenses; printing and mailing expenses; all costs and expenses associated with the qualification for sale and distribution of the Units in the Offering Jurisdictions including securities filing fees (if any); investor servicing costs; costs of providing information to Unitholders (including proxy solicitation material, financial and other reports) and convening and conducting meetings of Unitholders; taxes, assessments or other governmental charges of all kinds levied against the Fund; interest expenses; fees to third parties that assist the Fund with obtaining borrowing facilities; all brokerage commissions and other fees associated with the purchase and sale of portfolio securities and other assets of the Fund (including, for greater certainty, fees to third parties that find entities that purchase assets of the Fund); and all expenses associated with the servicing, collection and liquidation of investments held directly by the Fund. In addition, the Fund will be responsible for the payment of all expenses associated with ongoing investor relations and education relating to the Fund. See "Fees and Expenses – Operating Expenses Payable by the Fund".

Sales Commission:

No sales commission is payable to the Manager in respect of Units purchased directly by a subscriber. However, registered dealers may, at their discretion, charge purchasers a front-end sales commission of up to 2% of the Net Asset Value of the Class A1 Units, Class T Units and Class D Units purchased by the subscriber. Any such sales commission will be negotiated between the registered dealer and the purchaser and will be payable directly by the purchaser to their dealer. All minimum subscription amounts described in this Offering Memorandum are net of such sales commissions. See "Dealer Compensation – Sales Commission".

Service Commission:

The Manager intends to pay a monthly service commission to participating registered dealers, including Sightline Wealth Management LP, equal to 1/12th of 1.0% of the Net Asset Value of the Class A1 Units, Class T Units and Class D Units sold by such dealers then outstanding. Payments are calculated and paid monthly to registered dealers from the Management Fees the Manager receives from the Fund. Notwithstanding the foregoing, the Manager, in its sole discretion, reserves the right to change the frequency of payment to registered dealers of the service commission to a quarterly or annual basis. See "Dealer Compensation – Service Commission".

Redemption of Units:

An investment in Units is intended to be a long-term investment. However, Unitholders may request that Units may be redeemed (subject to an early redemption fee described below if not held for at least 12 months) at their Net Asset Value per Unit for the applicable class (determined in accordance with the Trust Agreement) on any Valuation Date, provided the written request for redemption, in form satisfactory to the Manager and all necessary documents relating thereto, is submitted to the Manager at least 120 days prior to such Valuation Date. See "Redemption of Units".

Redemption requests must be received by the Manager prior to 4:00 p.m. (Toronto time) on a business day which is at least 120 days prior to a Valuation Date. If a redemption request is received, and deemed acceptable, by the Manager at such time, Units will be redeemed at the Net Asset Value per Unit for the applicable class determined on the first Valuation Date which is at least 120 days following receipt of the redemption request. Payment of the redemption amount (the "**Redemption Amount**") will be paid to the redeeming Unitholder not later than the 30th day following the applicable Valuation Date (or 60 days if such Valuation Date is the Fund's fiscal year-end) for which such redemption is effective. For greater certainty, the Manager may, in its sole and absolute discretion, waive the notice period requirement in respect of a redemption request for Class I3 Units. See "Redemption of Units".

On direction from the Manager, the record-keeper of the Fund shall hold back up to 20% of the Redemption Amount on any redemption to provide for an orderly disposition of assets. Any Redemption Amount which is held back shall be paid within a reasonable time period, having regard for applicable circumstances.

Any Unitholder whose total combined investment in all classes of Units in the Fund represents 20% or greater of the Net Asset Value of the Fund, when measured at market value, is restricted from filing a redemption request which exceeds 20% of the Net Asset Value of the Fund, when measured at market value. For greater certainty, the Manager may, in its sole and absolute discretion, waive the restriction in respect of a redemption request for Class I3 Units.

If during any three-month period, the Manager has received from one or more Unitholders an acceptable Redemption Notice to redeem in aggregate 5% or more of the outstanding Units, the Manager may, in its discretion, choose to redeem such Units in equal Unit amounts over a period of up to 18 months beginning on the first Valuation Date which is at least 120 calendar days following receipt of such Redemption Notice, or in one aggregated payment at any time during the period of 18 months beginning on the first Valuation Date which is at least 120 calendar days following receipt of such Redemption Notice. Each such redemption shall be made on a Valuation Date. The Redemption Amount payable to Unitholders will be adjusted by changes in the Net Asset Value of the Fund during this period and calculated on each Valuation Date in respect of the payment to be made on such date. For greater certainty, the Manager may, in its sole and absolute discretion, waive the restriction in respect of a redemption request for Class I3 Units.

Notwithstanding and without limiting any of the provisions contained herein and in the Trust Agreement, the Manager may require the redemption of all or any

part of the Units held by a Unitholder at any time in its absolute discretion.

The record-keeper of the Fund shall, upon any redemption of Units, deduct from the Redemption Amount an amount equal to any accrued and applicable fees and taxes payable by the Unitholder in connection with such redemption (to the extent not already reflected in the Net Asset Value of the Fund).

The Manager may suspend the right of Unitholders to require the Fund to redeem Units held by them and the concurrent payment for Units tendered for redemption: (i) during the whole or any part of any period when normal trading is suspended on any stock exchange, options exchange or futures exchange within or outside Canada on which securities or derivatives owned by the Fund (or any successor thereto) are traded which, in the aggregate, represent directly or indirectly more than 50% by value or underlying market exposure of the total assets of the Fund (or any successor thereto) without allowance for liabilities; or (ii) for any period not exceeding 120 days during which the Manager determines that conditions exist which render impractical the sale of the assets of the Fund or which impair the ability of the Fund to determine the value of the assets of the Fund.

Early Redemption Fee: The Manager may, in its sole discretion, impose an early redemption fee equal to 2% of the aggregate Net Asset Value of Units redeemed if such Units are redeemed within 12 months of their date of purchase. This early redemption fee will be deducted from the Redemption Amount otherwise payable to a Unitholder and will be paid to the Fund. No early redemption fee will be charged in respect of (i) the redemption of Class I3 Units, (ii) the redemption of Units which were acquired by a Unitholder through the automatic reinvestment of all distributions of net income or capital gains by the Fund or (iii) where the Manager requires a Unitholder to redeem some or all of the Units owned by such Unitholder. This early redemption fee is in addition to any other fees a Unitholder is otherwise subject to under this Offering Memorandum. See "Fees and Expenses – Early Redemption Fee".

Distributions: Unitholders of Class A1, Class D, Class E, Class F1, Class FD, Class I Units, Class I1 Units and Class I3 Units will be entitled to receive a monthly distribution equal to 100% of the Net Income of the Fund attributable to such classes, as applicable, from the preceding month.

The Fund reserves the right to adjust the distribution amount for Class A1, Class D, Class E, Class F1, Class FD, Class I Units, Class I1 Units and Class I3 Units if deemed appropriate. Additional distributions of income, if any, and distributions of realized capital gains if any, will be made annually in December.

For Class FT Units and Class T Units, Unitholders will receive a target monthly distribution of approximately 6% per annum. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. Throughout the year, such monthly distributions to Unitholders will be a combination of returns of capital, net income and/or net realized capital gains. Purchasers should not confuse these distributions with the rate of return or yield on Class FT Units or Class T Units, as applicable. Monthly distributions with respect to Class FT Units and Class T Units will be made in cash. Additional distributions of income, if any, and distributions of realized capital gains if any, will be made annually in December.

The Fund will distribute in each year such portion of its annual Net Income and Net Realized Capital Gains (as such term is defined in the Trust Agreement) as will result in the Fund paying no tax under the Tax Act. The Net Income and Net Realized Capital Gains of the Fund for the period since the immediately preceding date on which Net Income and Net Realized Capital Gains were calculated will be calculated as of the close of business on the last Valuation Date

	in each fiscal year and as of such other dates during the year as the Manager in its discretion may decide. Allocations and distributions of capital gains will generally be made by reference to the number of Units held as of the close of business on the last Valuation Date in each fiscal year (or such other distribution date as may be determined by the Manager); however, the Manager may make allocations in a manner to fairly reflect, as best as possible, subscriptions and redemptions made during the year. The Manager, in its sole discretion, may allocate and, where applicable, designate to a Unitholder who has redeemed Units during a year an amount equal to any Net Realized Capital Gains realized by the Fund for the year as a result of the disposition of any of the Fund Property to satisfy the Redemption Notice given by such Unitholder or such other amount that is determined by the Manager to be reasonable. See "Distributions".
Risk Factors and Conflicts of Interest:	The Fund is subject to various risk factors and conflicts of interest. **An investment in the Fund is not guaranteed and is not intended as a complete investment program.** A subscription for Units should be considered only by persons financially able to maintain their investment and who can bear the risk of loss associated with an investment in the Fund. Prospective investors should review closely the investment objective, strategies and restrictions to be utilized by the Fund as outlined herein to familiarize themselves with the risks associated with an investment in the Fund. An investment in the Fund is also subject to certain other risks. These risk factors and the Code of Ethics to be followed by the Manager to address conflicts of interest are described under "Risk Factors" and "Conflicts of Interest".
Investment Risk Level:	The Manager has identified the investment risk level of the Fund as an additional guide to help prospective investors decide whether the Fund is suitable for the investor. The Manager's determination of the risk rating for the Fund is based on several quantitative and qualitative measures and is guided by the AIMA Canada Risk Ratings Guideline which includes several characteristics including, but not limited to, seniority, leverage, borrower characteristics, portfolio diversification and loan structures. However, an investor should also be advised that other types of risk, both measurable and non-measurable, may exist. Additionally, just as historical performance may not be indicative of future returns, the Fund's historical volatility may not be indicative of its future volatility. In accordance with the methodology described above, the Manager has rated the Fund as "medium-to-high". Notwithstanding the foregoing, investors should consider this Offering Memorandum in its entirety before making an investment decision, including the risk factors set out herein. See "Risk Factors".
Canadian Federal Income Tax Considerations:	A prospective investor should consider carefully all of the potential tax consequences of an investment in the Fund and should consult with their tax advisor before subscribing for Units. For a discussion of certain income tax consequences of this investment, see "Canadian Federal Income Tax Considerations".

Eligibility for Investment by Deferred Income Plans:	Provided the Fund qualifies at all relevant times as a "mutual fund trust" for the purposes of the Tax Act, Units will be "qualified investments" under the Tax Act for a trust governed by a registered retirement savings plan ("**RRSP**"), registered retirement income fund ("**RRIF**"), deferred profit sharing plan, registered disability savings plan ("**RDSP**"), registered education savings plan ("**RESP**") and a tax-free savings account ("**TFSA**") (individually, a "**Tax Deferred Plan**" and collectively, "**Tax Deferred Plans**"). A fee of up to $125 may be charged for each transfer or deregistration of Units held directly with the Manager in a Tax Deferred Plan. See "Canadian Federal Income Tax Considerations – Eligibility for Investment by Deferred Income Plans".
Year-End:	December 31
Auditors to the Fund:	KPMG LLP Toronto, Ontario
Legal Counsel to the Fund:	Norton Rose Fulbright Canada LLP Toronto, Ontario
Custodian to the Fund:	CIBC Mellon Trust Company Toronto, Ontario
Record-keeper to the Fund:	CIBC Mellon Securities Services Company Toronto, Ontario

THE FUND

Ninepoint-TEC Private Credit Fund (the "**Fund**") is an open-ended unincorporated investment trust established under the laws of the Province of Ontario. The Fund was previously known as "Sprott-TEC Private Credit Trust" and, prior to that, "Sprott Private Credit Trust II", which merged with Sprott Private Credit Trust on July 5, 2017 at a special meeting of unitholders (the "**Merger**"). The Fund exists pursuant to an amended and restated trust agreement dated as of July 31, 2017 (the "**Trust Agreement**"), as the same may be further amended, restated or supplemented from time to time.

Pursuant to the Trust Agreement, CIBC Mellon Trust Company is the Trustee of the Fund. CIBC Mellon Trust Company acts as the custodian and CIBC Mellon Securities Services Company acts as the record-keeper of the Fund. The principal office of CIBC Mellon Trust Company and CIBC Mellon Securities Services Company is located at 1 York Street, Suite 900, Toronto, Ontario M5J 0B6. See "Trustee", "Custodian" and "Record-Keeper and Fund Reporting".

Ninepoint Partners LP is the Manager of the Fund. The principal office of the Fund and of the Manager is located at Suite 2700, South Tower, Royal Bank Plaza, 200 Bay Street, Toronto, Ontario, M5J 2J1. A copy of the Trust Agreement is available for review during regular business hours at the offices of the Manager. See "Management of the Fund – The Manager".

The capital of the Fund is divided into an unlimited number of Units issuable in one or more classes and/or series of Units. The Fund currently offers ten classes of Units: Class A1 Units, Class D Units, Class E Units, Class F1 Units, Class FD Units, Class FT Units, Class T Units, Class I Units, Class I1 Units and Class I3 Units. Class A Units, Class F Units and Class I Units were previously issued to unitholders of the Fund (as Sprott Private Credit Trust II) through normal subscriptions prior to the Merger. Additional classes and/or series of Units may be offered in the future. See "Description of Units".

Subscribers whose subscription for Units have been accepted by the Manager will become Unitholders.

INVESTMENT OBJECTIVE AND STRATEGY OF THE FUND

Investment Objective

The investment objective of the Fund is to achieve superior risk-adjusted returns with minimal volatility and low correlation to most traditional asset classes, primarily by investing in the Portfolio (as defined below).

Investment Strategy

To achieve its investment objective, the Fund invests in a portfolio (the "**Portfolio**") comprised principally of asset-based loans of companies based primarily in Canada and, to a lesser degree, the United States that are undergoing change or special situations. These companies are often overlooked or underappreciated by the general financial community due to perceived risk, complexity or timing.

The Portfolio will not be subject to geographical or industry sector restrictions. However, it is intended that it will focus primarily on private and public companies based in Canada and, to a lesser degree, the United States.

The Fund will execute its investment strategy through the unique insight and experience of Third Eye Capital Management Inc. (the "**Sub-Advisor**"). Portfolio construction by the Sub-Advisor in respect of each of the investments made by the Fund will involve (i) origination and term sheet construction, (ii) due

diligence on collateral and business strength, (iii) risk rating assignment and preparation of an investment summary, (iv) credit committee review, (v) monitoring of the investment by collateral tracking and covenant testing, and (vi) risk rating updates, audits and appraisals. Origination, sourcing, due diligence and monitoring of investments is delegated to an affiliate of the Sub-Advisor.

INVESTMENT GUIDELINES OF THE FUND

Integral to the investment strategy of the Fund is capital preservation through primarily senior liens on collateral assets with visible potential cash flows and/or liquidation or break-up values. The foundation of the strategy is rigorous, bottom-up fundamental analysis that emphasizes asset-level overcollaterilizaton based on liquidation value, identifying good companies that are overlooked or out-of-favour, and diversification based on asset-type, investment size, as well as company and industry exposures. Each potential investment shall have an identifiable catalyst that will enable the borrower to retire the loan within a reasonable period of time, usually within two years; however, stated maturities may be longer and, in some cases, up to five years.

The Fund may, but is not required to, hedge certain risks related to the Portfolio, including currency and interest rate risks.

The asset-based lending ("**ABL**") investments acquired by the Fund will generally be originated and negotiated by the Sub-Advisor or its affiliates, and may consist of all types of ABL debt obligations. For these purposes, ABL is broadly defined as privately originated and negotiated loans to companies, special purpose vehicles or individuals, in amounts determined by a borrowing base dependent on values of specific secured assets or pools of assets. ABL sub-strategies may include commercial credit, project and contract finance, accounts receivable finance or factoring, purchase order finance, inventory finance, real estate finance, mining offtake and mineral resources finance, consumer finance, trade and commodity finance, reserve lending, structured equipment finance, leasing, and intellectual property monetization. The ABL investments may have varying terms with respect to overcollateralization, seniority or subordination, purchase price, convertibility, covenants, audit and inspection rights, interest terms and maturity. The investments will typically initially consist of passive positions (that is, positions in which the Fund does not participate or seek to participate in management or control) in loans to middle-market companies that have limited liquidity to meet business objectives. However, in appropriate circumstances, including during default recovery, informal and formal restructurings, asset foreclosure, distressed debt exchanges, and business takeovers, certain officers and directors of the Sub-Advisor or its affiliates may participate on boards of and take on active management roles as officers of certain portfolio companies and intermediary vehicles through which the Fund may hold or restructure its investments. In the course of making ABL investments, the Fund may also acquire common or preferred stock, warrants to purchase common or preferred stock, royalty participations, and other equity interests or participations, from time to time.

The Fund will seek, through portfolio construction, to minimize the specific risk of any single investment and to reduce the overall volatility of returns. The Fund may have certain limitations with respect to size, industry, and geography concentration of its ABL investments, as determined by the Manager; however, there can be no assurance that these limitations will not be exceeded from time to time.

The Fund will typically participate in ABL investments pursuant to a syndicated credit agreement in which other syndicate participants may include third-party lenders as well as funds or investment accounts that the Sub-Advisor or its affiliates manage, advise or participate in. Depending on the relative size of the Fund's investment it may not have control over amendments to the terms and conditions of the syndicated credit agreement. An affiliate of the Sub-Advisor is typically the administrative agent under

the syndicated credit agreements, responsible for all customary loan servicing and administration functions.

Any un-allocated cash of the Fund will be held by the Fund until such time as the Fund identifies attractive investment opportunities or requires additional funding for portfolio management purposes. Any reserve cash held by the Fund will be used to manage cash flows, pay expenses, and facilitate redemption payments. Such reserve will be held in an interest-bearing account or invested in money-market funds, other short-term instruments or government treasury bills.

THERE CAN BE NO ASSURANCE THAT THE FUND'S INVESTMENT OBJECTIVE WILL BE ACHIEVED. INVESTMENT RESULTS MAY VARY SUBSTANTIALLY OVER TIME.

INVESTMENT RESTRICTIONS OF THE FUND

General

The Fund shall not invest more than 30% of the Net Asset Value of the Fund (determined in accordance with the Trust Agreement) in any one investment. Further, this restriction shall not apply to investments in liquid assets or securities issued or guaranteed by a member state of the Organization for Economic Cooperation and Development ("**OECD**") or by its local authority or by supranational institutions and organizations with regional or worldwide scope. The Fund may change these limits, subject to a limit of 30%.

For the purposes of the foregoing paragraph, "liquid assets" means cash or cash equivalents including, *inter alia* and without limitation, investments in units of money market funds, time deposits and regularly negotiated money market instruments the remaining maturity of which is less than 12 months, treasury bills and bonds issued by OECD countries or their local authorities or by supranational institutions and organizations with worldwide scope as well as bonds admitted to official listing on a stock exchange or dealt on a regulated market, issued by first-class issuers and highly liquid.

The Manager may from time to time establish restrictions with respect to the investments of the Fund including, without limitation, restrictions as to the proportion of the assets of the Fund which may be invested the securities of issuers operating in any industry sector or in any class of investment. The Manager does not anticipate imposing any restrictions with respect to the investments of the Fund other than those outlined above under the heading "Investment Objective and Strategy of the Fund". These restrictions may be changed from time to time by the Manager to adapt to changing circumstances. Additional restrictions may also be imposed in order to ensure generally that the Fund is not subject to tax under the Tax Act.

The Manager may open accounts for the Fund with brokerage firms, banks or others and may invest assets of the Fund in, and may conduct, maintain and operate these accounts for, the purchase, sale and exchange of stocks, bonds and other securities, and in connection therewith, may borrow money or securities on behalf of the Fund to complete trades, obtain guarantees, pledge securities and engage in all other activities necessary or incidental to conducting, maintaining and operating such accounts.

Borrowing

The Fund may borrow permanently (either directly or at the level of any intermediary vehicle) and for investment purposes, to meet funding commitments in underlying investments, for working capital purposes, and to meet redemption requests of unitholders of the Fund, and secure these borrowings with liens or other security interests in its assets (or the assets of any of its intermediary vehicles) provided that

the Fund may not, at any point in time, incur a level of borrowing (including any short-term borrowings) in excess of 100% of the Net Asset Value of the Fund (determined in accordance with the Trust Agreement). Subject to the foregoing restriction on the use of leverage, the Fund may obtain letters of credit/financial guarantees instead of cash borrowings. The Fund may pay fees to third parties that assist the Fund with obtaining borrowing facilities.

Hedging, Derivatives, Short Sales, Securities Lending and Repurchase Transactions

The Fund is not obligated to hedge against fluctuations in the value of its investments as a result of changes in market interest rates, currency changes, or other events, but intends to mitigate such risks through structuring and favourable ABL loan terms (including, but not limited to, interest rate floors, availability reserves, and assignment rights). The Sub-Advisor shall have sole discretion in determining when or whether to engage in hedging strategies. The Fund may utilize a variety of financial instruments including, without limitation, derivatives, options, interest rate swap, caps and floors, futures, and forward contracts, to seek to hedge against declines in the values of the investments of the Fund. The risk exposure of the Fund to a counterparty in over-the-counter derivative transactions may not exceed 30% of the Net Asset Value of the Fund. Unless otherwise provided for in this Offering Memorandum, the maximum level of leverage of the Fund resulting from the use of financial derivative instruments will be limited to 105% of the Net Asset Value of the Fund.

The Fund may enter into short sales to hedge against declines in the values of the investments of the Fund. Short sales may, in principle, not result in the Fund (i) incurring an excessive exposure on any single issuer (and under no circumstances may short sales result in the Fund holding an uncovered exposure in respect of securities of the same kind issued by the same issuer, which account for more than 30% of the Fund's assets); or (ii) holding an uncovered position on assets which are not listed on a stock exchange or dealt on another regulated market. However, the Fund may hold uncovered positions on assets which are not listed or not dealt on a regulated market if such assets are sufficiently liquid.

The Fund may also enter into securities lending and repurchase transactions, and enter into sale with right of repurchase transactions provided that: (i) the counterparties shall be appropriate parties specialized in such types of transactions; (ii) the counterparty risk resulting from the difference between (a) the value of the assets transferred by the Fund to a lender as security in the context of borrowing or security lending transactions, and (b) the debt of the Fund owed to such lender, may not exceed 30% of the Net Asset Value of the Fund. The Fund may, in addition, grant guarantees in the context of systems of guarantee which do not result in a transfer of ownership or which limit the counterparty risk by other means; and (iii) unless otherwise provided for in this Offering Memorandum, as part of lending transactions, the Fund receives liquid assets (as defined under "Investment Restrictions of the Fund – General") of a value which, at the time of conclusion of the lending agreement, must be at least equivalent to 100% of the global valuation of the securities loaned. This security is, however, not required if the securities lending is carried out through recognized clearing institutions or other organizations assuring to the lender a reimbursement of the value of the securities loaned, by way of guarantee or otherwise.

Investment Through Intermediary Vehicles

Investments may be made by the Fund through intermediary vehicles, including, without limitation, special purposes or joint ventures, general or limited partnerships, and limited liability companies. The Fund will seek to fully control any such intermediary vehicles, but may also hold investments through joint ventures where the Fund will seek to retain control over management, sale, and financing of the venture's assets or alternatively will have a viable mechanism for exiting the venture, within a reasonable period of time.

Unless otherwise provided for in this Offering Memorandum, an investment into an intermediary vehicle should be ignored for the purposes of "Investment Restrictions of the Fund – General" above, and the underlying investments of the intermediary vehicle should be treated as if they were direct investments made by the Fund.

Security Interests and Guarantees

In furtherance of the Fund's investment objective, the Fund may give guarantees and grant security in favour of third parties to secure the Fund's obligations and the obligations of intermediary vehicles and it may grant any assistance to intermediary vehicles, including, without limitation, assistance in the management and the development of such companies and their portfolio, financial assistance, loans, advances, or guarantees. The Fund may pledge, transfer, encumber, or otherwise create security over some or all of the Fund's assets.

The foregoing investment objective, strategy and restrictions of the Fund may be changed from time to time by the Manager to adapt to changing circumstances. Unitholders will be given not less than 60 days' prior written notice of any material changes to the investment objective, strategy and restrictions of the Fund unless such changes are required to comply with applicable laws in which case prompt notice will be given.

MANAGEMENT OF THE FUND

The Manager

Ninepoint Partners LP is the manager of the Fund. The Manager is a limited partnership formed under the *Limited Partnerships Act* (Ontario) by the filing and recording of a declaration dated May 1, 2017. The general partner of the Manager is Ninepoint Partners GP Inc. ("**Ninepoint GP**"), which is a corporation incorporated under the laws of the Province of Ontario on April 21, 2017. Ninepoint GP is a directly wholly-owned subsidiary of Ninepoint Financial Group Inc., which is a corporation incorporated under the laws of the Province of Ontario on March 21, 2017. John Wilson and James Fox are the principal shareholders of Ninepoint Financial Group Inc.

The Manager, together with its affiliates and related entities, provides management and investment advisory services to many entities, including mutual funds, hedge funds, offshore funds and closed-end funds. The Manager may establish and manage other investment funds from time to time.

The Manager's and Ninepoint GP's principal office is located at Suite 2700, South Tower, Royal Bank Plaza, 200 Bay Street, Toronto, Ontario, M5J 2J1. The Manager may also be contacted by toll-free telephone at 1-888-362-7172, by telephone at (416) 362-7172, by facsimile at (416) 362-4928 or by e-mail to invest@ninepoint.com.

The Manager is responsible for the day-to-day business and administration of the Fund, including management of the Fund's investment portfolio. The Manager is responsible for all investment advice provided to the Fund.

Directors and Officers of the Manager and of Ninepoint GP

The name, municipality of residence and position(s) with the Manager and Ninepoint GP, and the principal occupation of the directors and senior officers of the Manager and of Ninepoint GP are as follows:

Name and Municipality of Residence	Position with the Manager	Position with Ninepoint GP	Principal Occupation
John Wilson Toronto, Ontario,	Senior Portfolio Manager and Managing Partner	Co-Chief Executive Officer and Director	Senior Portfolio Manager and Managing Partner of the Manager
James R. Fox Toronto, Ontario,	Managing Partner	Co-Chief Executive Officer and Director	Managing Partner of the Manager
Kirstin H. McTaggart Mississauga, Ontario,	Chief Compliance Officer	Corporate Secretary and Director	Chief Compliance Officer of the Manager
Shirin Kabani Toronto, Ontario,	Chief Financial Officer	Chief Financial Officer	Chief Financial Officer of the Manager

Set out below are the particulars of the professional experience of the directors and senior officers of the Manager and of Ninepoint GP:

John Wilson

Mr. Wilson established the Manager in April 2017. Mr. Wilson has over 26 years of investment and business experience. Mr. Wilson currently serves as the Senior Portfolio Manager and Managing Partner of the Manager. Mr. Wilson currently also serves as Co-Chief Executive Officer of the general partner of the Manager. Most recently, Mr. Wilson was Chief Executive Officer and co-Chief Investment Officer of Sprott Asset Management LP. Prior to joining Sprott in January 2012, Mr. Wilson was the Chief Investment Officer of Cumberland Private Wealth Management from March 2009 to January 2012. Previously, Mr. Wilson was the founder of DDX Capital Partners, an alternative investment manager, where he worked from September 2004 to March 2009. Prior to that, from December 2000 to January 2004, he was a Managing Director and a top-rated technology analyst at RBC Capital Markets; and previously, a Director at UBS Canada from November 1996 to November 2000. Mr. Wilson is an MBA graduate of The Wharton School, University of Pennsylvania in 1996.

James Fox

Mr. Fox established the Manager with Mr. Wilson in April 2017. Mr. Fox currently serves as Managing Partner of the Manager. Mr. Fox currently also serves as Co-Chief Executive Officer of the general partner of the Manager. Most recently, Mr. Fox was President of Sprott Asset Management LP. Prior to being appointed President of Sprott in 2009, Mr. Fox was one of the Manager's founding executives when it spun out of Sprott Securities Inc. in 2001. Mr. Fox was a key contributor to the growth of Sprott Inc. Domestically, Mr. Fox led the development and management of the wholesale and institutional sales teams of Sprott and was involved in product development, product launches and overall management decisions. In recent years, Mr. Fox helped lead the launch of three Bullion Trust investment vehicles that are dually listed on NYSE Arca and TSX exchanges, raising approximately $4B in assets. Internationally, Mr. Fox represented Sprott Inc. as a panel speaker at institutional conferences in London, Geneva, New York, Tokyo, and was a key contributor to the firm's institutional accounts and client relationships. Mr. Fox holds a Masters of Business Administration degree from the Rotman School of Management at the University of Toronto (1999) and holds a B.A. in Finance and Economics at the University of Western Ontario (1996).

Kirstin McTaggart

Ms. McTaggart joined the Manager in July 2017 and is the Chief Compliance Officer of the Manager. Prior to joining the Manager, Ms. McTaggart was Chief Compliance Officer of Sprott Asset Management LP since April 2007. Ms. McTaggart currently also serves as the Corporate Secretary of the general partner of the Manager. Ms. McTaggart has accumulated over 27 years of experience in the financial and investment industry. Prior to joining Sprott in April 2003, Ms. McTaggart spent five years as a Senior Manager at Trimark Investment Management Inc., where her focus was the development of formal compliance and internal control policies and procedures.

Shirin Kabani

Ms. Kabani is the Chief Financial Officer of the Manager and has over 12 years of experience in Finance, Planning, Budgeting and Accounting. Prior to joining the Manager, Ms. Kabani was a Senior Manager in Finance at Sprott Asset Management LP for approximately 2 years. Prior to joining Sprott Asset Management, Ms. Kabani was with IBM where she managed various operations and processes, including financial planning, forecasting, accounting, capital budgeting, cost management, governance and controls. Ms. Kabani received a Honors Bachelor of Commerce (High distinction) from McMaster University and is a CPA, CMA (Ontario).

Powers and Duties of the Manager

Pursuant to the Trust Agreement, the Manager has the full authority and exclusive responsibility to manage the business and affairs of the Fund including, without limitation, to provide the Fund with all necessary investment management and all clerical, administrative and operational services.

In particular, the Manager is responsible for:

(a) determining the investment policies, practices, fundamental objectives and investment strategies applicable to the Fund, including any restrictions on investments which it deems advisable and to implement such policies, practices, objectives, strategies and restrictions, provided that the investment policies, practices, objectives, strategies and restrictions applicable to the Fund shall concur with those set forth in any current offering memorandum or like offering document of the Fund or in any amendment thereto;

(b) receiving all subscriptions for Units, approving or rejecting subscriptions, and submitting such subscriptions to the record-keeper of the Fund for processing;

(c) offering Units for sale to prospective purchasers and entering into arrangements regarding the distribution and sale of Units, including arrangements relating to the right to charge fees of any nature or kind (including, without limitation, sales commissions, redemption fees, distribution fees and transfer or switch fees) in connection with the distribution or sale of Units. Any such fees may be deducted from the amount of a subscription, redemption proceeds or a distribution if not paid separately;

(d) conducting or causing to be conducted the day-to-day correspondence and administration of the Fund;

(e) providing, at its own expense, the office accommodation, secretarial staff and other facilities that may be required to properly and efficiently carry out its duties;

(f) appointing the auditors of the Fund, changing the auditors of the Fund and causing the financial statements of the Fund to be audited for each fiscal year;

(g) appointing the bankers of the Fund and establishing banking procedures to be implemented by the Trustee;

(h) establishing general matters of policy and governance of the Fund subject, where specifically provided in the Trust Agreement, to the approval of the Trustee;

(i) authorizing, negotiating, entering into and executing all contractual arrangements relating to the Fund including, without limitation, any loan agreement, granting of a security interest and supporting documentation;

(j) if deemed advisable, appointing a record-keeper, valuation service provider, registrar, transfer agent, and one or more custodians and prime brokers of the Fund, all of which appointments shall be subject to the approval of the Trustee;

(k) subject to applicable laws, prescribing any minimum initial and/or subsequent subscription amounts and minimum aggregate Net Asset Value balances of the Fund with respect to all classes of Units, and prescribing any procedures in connection therewith;

(l) on or before March 31 in each year, other than a leap year in which case on or before March 30 in such year, preparing and delivering to Unitholders the information pertaining to the Fund, including all distributions and allocations which is required by the Tax Act or which is necessary to permit Unitholders to complete their individual tax returns for the preceding year;

(m) keeping proper records relating to the performance of its duties as Manager;

(n) delegating any or all of the powers and duties of the Manager contained in the Trust Agreement to one or more agents, representatives, officers, employees, independent contractors or other persons without liability to the Manager except as specifically provided in the Trust Agreement; and

(o) doing all such other acts and things as are incidental to the foregoing, and exercising all powers which are necessary or useful to carry on the business of the Fund, promoting any of the purposes for which the Fund was formed and carrying out the provisions of the Trust Agreement.

The Manager may appoint one or more investment managers in respect of the Fund. The Manager shall enter, in its sole discretion, into an investment management agreement with any such investment manager to act for all or part of the portfolio investments of the Fund. The investment manager will be a person or entity, or persons or entities who, if required by applicable laws, will be duly registered and qualified as a portfolio manager under applicable securities legislation and the regulations thereunder and will determine, in its sole discretion, which securities and other assets of the Fund shall be purchased, held or sold and shall execute or cause the execution of purchase and sale orders in respect such determinations. As at the date hereof, the Manager has appointed the Sub-Advisor to act as the investment manager for the Fund. See "Management of the Fund - The Sub-Advisor".

Units will be distributed in the Offering Jurisdictions through registered dealers, including the Manager and such other persons as may be permitted by applicable law. In the event of such distribution, registered dealers (other than the Manager) will be entitled to the compensation described under "Dealer Compensation". Subject to the requirements under National Instrument 31-103 - *Registration Requirements, Exemptions and Ongoing Registrant Obligations* ("**NI 31-103**"), the Manager may pay, out

of the Management Fees it receives from the Fund, a negotiated referral fee to registered dealers or other persons in connection with the sale of Units. See "Dealer Compensation – Referral Fees".

The Manager shall have the right to resign as Manager of the Fund by giving notice in writing to the Trustee and the Unitholders not less than 90 days prior to the date on which such resignation is to take effect. Such resignation shall take effect on the date specified in such notice. Notwithstanding the foregoing, no approval of, or notice to, Unitholders is required to effect a reorganization of the Manager as provided for in the Trust Agreement. The Manager shall appoint a successor manager of the Fund, and, unless the successor manager is an affiliate of the Manager, such appointment must be approved by a majority of the Unitholders. If, prior to the effective date of the Manager's resignation, a successor manager is not appointed or the Unitholders do not approve of the appointment of the successor manager as required under the Trust Agreement, the Fund shall be terminated and dissolved upon the effective date of resignation of the Manager and, after providing for the liabilities of the Fund, the property of the Fund shall be distributed in accordance with the provisions of the Trust Agreement and the Trustee shall continue to act as trustee of the Fund until such property of the Fund has been so distributed. See "Termination of the Fund".

Fees and Expenses of the Fund

In addition to the Management Fees and Performance Fees payable by the Fund to the Manager or the Sub-Advisor, as the case may be, the Fund is responsible for the payment of all routine and customary fees and expenses incurred relating to the administration and operation of the Fund. See "Fees and Expenses – Operating Expenses Payable by the Fund".

Standard of Care and Indemnification of the Manager

The Manager will exercise the powers and discharge the duties of its office honestly, in good faith and in the best interests of the Fund and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent professional manager would exercise in comparable circumstances.

The Manager may employ or engage, and rely and act on information or advice received from auditors, distributors, brokers, depositories, custodians, prime brokers, electronic data processors, advisers, lawyers and others and will not be responsible or liable for the acts or omissions of such persons or for any other matter, including any loss or depreciation in value of the property of the Fund. The Manager shall be entitled to assume that any information received from the Trustee, custodian, prime broker or a sub-custodian or their respective authorized representatives associated with the day-to-day operation of the Fund is accurate and complete and no liability shall be incurred by the Manager as a result of any error in such information or any failure to receive any notices required to be delivered pursuant to the Trust Agreement.

The Manager will not be required to devote its efforts exclusively to or for the benefit of the Fund and may engage in other business interests and may engage in other activities similar or in addition to those relating to the activities to be performed for the Fund. In the event that the Manager, its partners, officers, employees, associates and affiliates or any of them now or hereafter carry on activities competitive with those of the Fund or buy, sell or trade in assets and portfolio securities of the Fund or of other investment funds, none of them will be under any liability to the Fund or to the Unitholders for so acting.

The Manager and its related entities, affiliates, subsidiaries and agents, and their respective directors, partners, officers and employees and any other person will at all times be indemnified and saved harmless by the Fund from and against all legal fees, judgments and amounts paid in settlement, actually and reasonably incurred by them in connection with the Manager's services provided pursuant to the Trust

Agreement, provided that the Fund has reasonable grounds to believe that the action or inaction that caused the payment of the legal fees, judgments and amounts paid in settlement was in the best interests of the Fund and provided that such person or companies shall not be indemnified by the Fund where: (i) there has been negligence, willful misconduct or dishonesty on the part of the Manager or such other person; (ii) a claim is made as a result of a misrepresentation contained in any current offering memorandum or like offering documents of the Fund distributed or filed in connection with the issue of Units and officers, directors or partners of the Manager or Ninepoint GP or both have granted a contractual right of action forming part of any current offering memorandum or like offering documents of the Fund; or (iii) the Manager has failed to fulfill its standard of care or other obligations as set forth in the Trust Agreement, unless in an action brought against such persons or companies they have achieved complete or substantial success as a defendant.

The Fund will be indemnified and saved harmless by the Manager against any costs, charges, claims, expenses, actions, suits or proceedings arising from a claim made as a result of a misrepresentation contained in any current offering memorandum or like offering document of the Fund distributed or filed in connection with the issue of Units and officers, directors or partners of the Manager or Ninepoint GP or both have granted a contractual right of action forming part of any current offering memorandum or like offering documents of the Fund.

The Sub-Advisor

General

The Sub-Advisor was incorporated under the laws of the Province of Ontario on February 7, 2008. The registered office of the Sub-Advisor is located at 181 Bay Street, Suite 2830, Toronto, Ontario, M5J 2T3. The Sub-Advisor's primary operations are acting as an advisor to secured lending and other debt-related investment structures investing into private credit markets.

Pursuant to an investment sub-advisory agreement (the "**Sub-Advisory Agreement**"), the Manager has appointed the Sub-Advisor to act as the sub-advisor to the Fund. In such capacity, the Sub-Advisor performs investment and risk analysis, monitors, services, and administers the portfolio of asset-based loans held directly by the Fund. The Sub-Advisor has delegated certain of its responsibilities to its affiliate, Third Eye Capital Corporation ("**TECC**"). The Sub-Advisor's remuneration is described below, and any fees and expenses of TECC will be paid by the Sub-Advisor from its own remuneration.

The Sub-Advisor, TECC, and their diverse team of experienced investment professionals will continue the same disciplined investment strategy developed and successfully executed since 2005.

TECC was founded in September, 2005 by Mr. Arif N. Bhalwani and Dr. David G. Alexander. The biographies for each of Mr. Bhalwani and Dr. Alexander are set out below. Mr. Bhalwani and Dr. Alexander have worked together for over twenty years in structuring combination debt and equity transactions for selected portfolio companies.

TECC has a team of experienced investment professionals with diverse backgrounds and differing skill sets which enable it to analyze and assess opportunities in great depth and across industries. TECC has originated, underwritten and serviced investments in a diversity of industries and sectors, including media, entertainment, software/IT, healthcare, manufacturing, distribution, services, financials, real estate and construction, consumer products, materials, mining, oil and gas, and alternative energy. Investment recommendations of the Sub-Advisor are based on the insights of its team and that of its affiliates into the assets, business, and industry of the potential investment opportunity balanced with a comprehensive assessment of the inherent operational, commercial, credit, collateral, other financial and legal risks.

There can be no assurance that the Fund will perform as well as the past investments managed by the Sub-Advisor, TECC or their affiliates. The Sub-Advisor, together with its affiliates and related entities, provides management and investment advisory services to other entities. The Sub-Advisor and its affiliates may establish, manage or advise other investment funds from time to time.

Mr. Arif N. Bhalwani and Dr. David G. Alexander are the Managing Directors of the Sub-Advisor, members of the Credit Committee and Board of Directors of the Sub-Advisor, and will be responsible, under authorization, by the Manager, to evaluate and implement the Fund's overall investment strategies.

Sub-Advisory Agreement

Pursuant to the Sub-Advisory Agreement, the Manager appointed the Sub-Advisor to provide or engage others to provide all necessary or advisable investment management services to the Fund. The Sub-Advisor will manage the assets of the Fund in the name of the Fund with full discretionary authority as to all portfolio investments on a continuing basis until terminated and subject to, and in accordance with, the provisions of the Sub-Advisory Agreement. The Sub-Advisor will manage the assets of the Fund by taking such action from time to time in connection therewith as the Sub-Advisor, in its sole discretion, will deem necessary or desirable for the proper investment management of the assets of the Fund at all times in compliance with the investment objective, strategy, guidelines and restrictions set forth in the Sub-Advisory Agreement.

The Sub-Advisor may from time to time employ or retain any other person or entity to manage on behalf of the Sub-Advisor or to assist the Sub-Advisor in managing or providing investment management services to all or any portion of the assets of the Fund, and in performing other duties of the Sub-Advisor set out in the Sub-Advisory Agreement. In the event that the Sub-Advisor engages such other person or entity with respect to providing investment management services to the assets of the Fund, and such other person or entity is not registered as an adviser (or exempt from such registration requirement) under applicable securities legislation, the Sub-Advisor will be responsible under the terms of the Sub-Advisory Agreement to the Fund, the Trustee and the Manager for advice received from such other person or entity with respect to the assets of the Fund as if such advice were given by the Sub-Advisor.

The Manager acknowledges and agrees that the Sub-Advisor will select brokers or dealers to transact trades in respect of the assets of the Fund. Funds of the Sub-Advisor will not be commingled with those of the Fund under any circumstances.

The Sub-Advisor will exercise the powers granted and discharge its duties pursuant to the Sub-Advisory Agreement honestly, in good faith and in the best interests of the Fund and, in connection therewith, will exercise the degree of care, diligence and skill that a reasonably prudent professional portfolio manager would exercise in comparable circumstances. However, the Sub-Advisor does not in any way guarantee the performance of the assets of the Fund and will not be responsible for any loss in respect of the assets of the Fund, except where such loss arises out of acts and omissions of the Sub-Advisor done or suffered through the Sub-Advisor's own gross negligence, willful misconduct, willful neglect, or a breach of its standard of care.

The Sub-Advisor will not be liable to the Fund or any unitholder of the Fund for any loss suffered by the Fund, or any unitholder of the Fund, as the case may be, which arises out of any action or inaction of the Sub-Advisor if such course of conduct did not constitute gross negligence, willful misconduct, willful neglect, or a breach of its standard of care.

The Sub-Advisor will not be responsible for any loss of opportunity whereby the value of any of the assets of the Fund could have been increased nor shall it be responsible for any decline in value of any of

the assets of the Fund unless such decline is the result of the Sub-Advisor's gross negligence, willful misconduct, willful neglect, or breach of its standard of care.

The Manager will indemnify and hold harmless the Sub-Advisor and its directors, officers, employees and agents from and against any and all expenses, losses, damages, liabilities, demands, charges, costs and claims of any kind or nature whatsoever (including legal fees, judgments and amounts paid in settlement, provided that the Manager has approved such settlement) in respect of the acts, omissions, transactions, duties, obligations or responsibilities of the Sub-Advisor as investment manager to the Fund, save and except where such expenses, losses, damages, liabilities, demands, charges, costs or claims are caused by acts or omissions of the Sub-Advisor done or suffered in breach of its standard of care or through the Sub-Advisor's own gross negligence, willful misconduct, willful neglect or breach of its standard of care.

The Sub-Advisor will indemnify and hold harmless the Trustee, the Manager and the Fund and their respective directors, partners, officers, employees and agents from and against any and all expenses, losses, damages, liabilities, demands, charges, costs and claims of any kind or nature whatsoever (including legal fees, judgments and amounts paid in settlement, provided that the Sub-Advisor has approved such settlement) as a result of, in respect of, connected with, or arising out of, under, or pursuant to the breach of the Sub-Advisor's standard of care or through the Sub-Advisor's own gross negligence, willful misconduct, or willful neglect.

The Sub-Advisor has investment management responsibilities and contracts with other persons, companies, limited partnerships, investment funds and other entities. The Sub-Advisor may provide investment management and other services to such other persons and entities which are similar or different from the services provided to the Fund or the Manager by the Sub-Advisor even though such other persons or entities may be the same or similar to the Fund. The Sub-Advisor will act in good faith and follow a policy of allocating over a period of time investment opportunities to the Fund on a basis which is, in the Sub-Advisor's reasonable opinion, fair and equitable to the Fund relative to investment opportunities allocated to other persons or entities for which the Sub-Advisor is responsible, and of which the Sub-Advisor has knowledge, in which case the Sub-Advisor shall not be liable to account to the Fund or the Manager for any profit, commission or remuneration made or received from or by reason of such investment decisions or advice.

The Sub-Advisory Agreement will continue in full force and effect until the Sub-Advisory Agreement is terminated by either party in accordance with the terms of the Sub-Advisory Agreement.

Either party may terminate the Sub-Advisory Agreement at any time if the other party breaches any of its material obligations under the Sub-Advisory Agreement and such breach has not been cured within 30 days following notice thereof.

Notwithstanding the foregoing, the Sub-Advisory Agreement may be terminated immediately by a party (i) due to the other party failing to maintain any registration or qualification in any jurisdiction required to perform its obligations under the Sub-Advisory Agreement, (ii) if the other party has been declared bankrupt or insolvent and has entered into liquidation or winding-up, whether compulsory or voluntary (and not merely a voluntary liquidation for the purposes of amalgamation or reorganization), or (iii) if the other party makes a general assignment for the benefit of creditors or otherwise acknowledges its insolvency.

Such termination of the Sub-Advisory Agreement will be without prejudice to the rights and liabilities created under the Sub-Advisory Agreement prior to the effective date of the termination. Termination of the Sub-Advisory Agreement in accordance with the terms hereof shall not result in any penalty or other fee.

Fees and Expenses

In consideration for the investment management services rendered by the Sub-Advisor pursuant to the Sub-Advisory Agreement, the Manager shall pay to the Sub-Advisor, out of the Management Fees and the Performance Fee it receives from the Fund as set forth in the Management Agreement, a monthly advisory fee (the "**Advisory Fee**") and a quarterly performance fee (the "**Advisor Performance Fee**").

In addition to the Advisory Fee and the Advisor Performance Fee paid to the Sub-Advisor pursuant to the foregoing paragraph, the Manager, on behalf of the Fund, agrees that the Fund shall reimburse the Sub-Advisor for all expenses incurred by the Sub-Advisor in connection with the duties set out in the Sub-Advisory Agreement (including payments to third parties in that regard) to the extent such expenses were incurred for and on behalf of the Fund and do not represent administrative costs of the Sub-Advisor necessary for it to carry out its functions hereunder. Such expenses shall be reimbursed on each Fund Valuation Date when incurred.

Directors and Officers of the Sub-Advisor

The name, municipality of residence and position(s) with the Sub-Advisor, and the principal occupation of the directors and senior officers of the Sub-Advisor are as follows:

Name and Municipality of Residence	**Position with the Sub-Advisor**	**Principal Occupation**
Arif N. Bhalwani, CFA Toronto, Ontario	Director, Chairman, President Chief Executive Officer and Managing Director	Director, Chairman, President, Chief Executive Officer and Managing Director of the Sub-Advisor; and President and Chief Executive Officer of Third Eye Capital Corporation.
David G. Alexander, CPA, CMA London, Ontario	Director, Vice-Chairman and Managing Director	Director, Secretary, and Managing Director of Third Eye Capital Corporation; and Director, Vice-Chairman and Managing Director of the Sub-Advisor.

Arif N. Bhalwani

Mr. Bhalwani is a Director, Chairman, President, Chief Executive Officer, Managing Director, Secretary, Treasurer and of the Sub-Advisor, and a member of the Credit Committee of TECC. He is also a founder, Managing Director and President and Chief Executive Officer of TECC, an affiliate of the Manager, that is a specialized and experienced originator, servicer, and manager of senior, secured commercial loans including, without limitation, working capital revolving lines of credit, fixed asset term loans, mortgages, leases, acquisition financing, deferred sales contracts, and structured credits. In 1998, Mr. Bhalwani co-founded Pinnacle Capital, the Canadian unit of Pinnacle Investments, a highly-regarded early-stage and specialty venture capital firm based in California. Pinnacle Capital had a successful ten-year track record from investing its own capital, following which Mr. Bhalwani purchased the shares he did not own to convert the firm into his family investment holding company. From 1995 to 1997, Mr. Bhalwani was a major shareholder and director of a large Canadian construction contractor that he helped turn around and

eventually sell. He has also founded, managed, and sold companies in the retail automotive and computer services industries. Mr. Bhalwani has served as a director and advisor to several emerging growth companies, and is a member of the CFA Institute, the Canadian Venture Capital and Private Equity Association, and the Turnaround Management Association. He is also a director of the Secured Finance Network. Mr. Bhalwani received a Master of Business Administration from the Queen's School of Business, completed postgraduate work at Harvard Business School, and holds the Chartered Financial Analyst designation.

Dr. David G. Alexander

Dr. Alexander is a Director, Vice-Chairman and Managing Director of the Sub-Advisor**,** and a member of TECC's Credit Committee. He is also a founder, Director, Vice-Chairman and Managing Director of TECC. Dr. Alexander has an extensive and distinguished career in asset-based finance and commercial credit, and has held management and executive positions at Business Development Bank, RoyNat, Traders/Guaranty, Tuckahoe Leasing, and The CIT Group. As an entrepreneur, he helped lead a management buyout at Tuckahoe Leasing in 1991 and, as its Chief Financial Officer, helped with the company's turnaround and eventual sale to Textron Financial in 1995. From 1995 to 1999, Dr. Alexander was founder and the Chief Executive Officer of Securcor Ltd., a commercial finance company he sold to The CIT Group in 1999. Dr. Alexander subsequently became the President and the Chief Executive Officer of The CIT Group's Canadian operations, and led the successful portfolio build in asset-based lending products until the company's merger with Newcourt Credit. In 2000, Dr. Alexander joined Pinnacle Capital, a successful Canadian early-stage venture capital firm, where he provided strategic advice and corporate governance to selected portfolio companies, and participated in combination private debt/equity placements. Dr. Alexander received a Master of Business Administration from the Richard Ivey School of Business, is a Certified Management Accountant, and completed a doctoral degree in accounting and management at the H. Wayne Huizenga School of Business and Entrepreneurship in Florida. He has served as a director and advisor for a number of private growth companies, and is a Certified Corporate Director (ICD.D). In addition, Dr. Alexander is a past Governor of the Society of Management Accountants of Ontario and a former Trustee of the Healthcare of Ontario Pension Plan (HOOPP) where he served as the Chair of the Audit Committee and as a member of the Investment Committee.

DESCRIPTION OF UNITS OF THE FUND

Each Unit represents a beneficial interest in the Fund. The Fund is authorized to issue an unlimited number of classes and/or series of Units and an unlimited number of Units in each such class or series. Units of each such class or series shall have such terms and conditions as the Manager may determine. Additional classes may be offered in the future on different terms, including having different fee and dealer compensation terms and different minimum subscription levels. Each Unit of a class represents an undivided ownership interest in the net assets of the Fund attributable to that class of Units. The Fund will consult with its tax advisors prior to the establishment of each new class to ensure that the issuance of Units of that class will not have adverse Canadian tax consequences. Ten classes of Units of the Fund are offered under this Offering Memorandum, namely Class A1 Units, Class D Units, Class E Units, Class F1 Units, Class FD Units, Class FT Units, Class T Units, Class I Units, Class I1 Units and Class I3 Units. Class A Units, Class F Units and Class I Units were previously issued to unitholders of the Fund (as Sprott Private Credit Trust II) through normal subscriptions prior to the Merger. Additional classes and/or series of Units may be offered in the future.

Class A Units were issued to previous subscribers of Class A Units of the Fund (as Sprott Private Credit Trust II) through normal subscriptions prior to the Merger. Such unitholders have the opportunity to make additional investments in Class A Units of the Fund with the existing fee structure until April 30, 2018.

Thereafter, the Class A Units will be closed to further subscriptions and such unitholders wishing to make additional investments will have their subscriptions accepted for Class A1 Units (described below). Unitholders who hold Class A Units will receive monthly distributions (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class A Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such Class of the Fund. Subject to applicable securities legislation, monthly distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution (or Class A1 Units if such distribution is after April 30, 2018), unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager.

Class A1 Units will be issued to qualified purchasers. Unitholders who hold Class A1 Units will receive monthly distributions (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class A1 Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such Class of the Fund. Subject to applicable securities legislation, monthly distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution, unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager.

Class A1 Units of the Fund were also issued in exchange for Class A Units of Sprott Private Credit Trust to holders of such units in connection with the Merger.

Class D Units will be issued to qualified purchasers. Unitholders who hold Class D Units will receive monthly distributions payable in cash (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class D Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such Class of the Fund. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager.

Class D Units of the Fund were also issued in exchange for Class D Units of Sprott Private Credit Trust to holders of such units in connection with the Merger.

Class E Units will be issued to qualified purchasers who are directors, officers and employees of the Manager, the Sub-Advisor and their respective affiliates and associates. Unitholders who hold Class E Units will receive monthly distributions (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class E Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such Class of the Fund. Subject to applicable securities legislation, monthly distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution, unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager.

Class E Units of the Fund were also issued in exchange for Class E Units of Sprott Private Credit Trust to holders of such units in connection with the Merger.

Class F Units were issued to previous subscribers of Class F Units of the Fund (as Sprott Private Credit Trust II) through normal subscriptions prior to the Merger. Such unitholders have the opportunity to make additional investments in Class F Units of the Fund with the existing fee structure until April 30, 2018. Thereafter, the Class F Units will be closed to further subscriptions and such unitholders wishing to make additional investments will have their subscriptions accepted for Class F1 Units (described below). Unitholders who hold Class F Units will receive monthly distributions (determined in accordance of the

Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class F Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such Class of the Fund. Subject to applicable securities legislation, monthly distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution (or Class F1 Units if such distribution is after April 30, 2018), unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. If a Unitholder ceases to be eligible to hold Class F Units, the Manager may, in its sole discretion, reclassify such Unitholder's Class F Units for Class A Units (or Class A1 Units if after April 30, 2018) on five days' notice, unless such Unitholder notifies the Fund during the notice period and the Manager agrees that the Unitholder is once again eligible to hold Class F Units.

Class F1 Units will be issued to: (i) qualified purchasers who participate in fee-based programs through eligible registered dealers; (ii) qualified purchasers in respect of whom the Fund does not incur distribution costs; and (iii) qualified individual purchasers in the Manager's sole discretion. Unitholders who hold Class F1 Units will receive monthly distributions (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class F1 Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such Class of the Fund. Subject to applicable securities legislation, monthly distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution, unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. If a Unitholder ceases to be eligible to hold Class F1 Units, the Manager may, in its sole discretion, reclassify such Unitholder's Class F1 Units for Class A1 Units on five days' notice, unless such Unitholder notifies the Fund during the notice period and the Manager agrees that the Unitholder is once again eligible to hold Class F1 Units.

Class F1 Units of the Fund were also issued in exchange for Class F Units of Sprott Private Credit Trust to holders of such units in connection with the Merger.

Class FD Units will be issued to: (i) qualified purchasers who participate in fee-based programs through eligible registered dealers; (ii) qualified purchasers in respect of whom the Fund does not incur distribution costs; and (iii) qualified individual purchasers in the Manager's sole discretion. Unitholders who hold Class FD Units will receive monthly distributions payable in cash(determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class FD Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such Class of the Fund. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. If a Unitholder ceases to be eligible to hold Class FD Units, the Manager may, in its sole discretion, reclassify such Unitholder's Class FD Units for Class D Units on five days' notice, unless such Unitholder notifies the Fund during the notice period and the Manager agrees that the Unitholder is once again eligible to hold Class FD Units.

Class FD Units of the Fund were also issued in exchange for Class FD Units of Sprott Private Credit Trust to holders of such units in connection with the Merger.

Class FT Units will be issued to qualified purchasers. Class FT Units are designed to provide cash flow to investors by making targeted monthly distributions of cash of approximately 6% per annum. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. Throughout the year, such monthly distributions to Unitholders will be a combination of returns of capital, net income and/or net realized capital gains. Monthly distributions with respect to Class FT Units will be made in cash.

Class T Units will be issued to qualified purchasers. Class T Units are designed to provide cash flow to investors by making targeted monthly distributions of cash of approximately 6% per annum. These

distributions are not guaranteed and may change at any time at the sole discretion of the Manager. Throughout the year, such monthly distributions to Unitholders will be a combination of returns of capital, net income and/or net realized capital gains. Monthly distributions with respect to Class T Units will be made in cash.

Class I Units will be issued to institutional investors at the discretion of the Manager. Unitholders who hold Class I Units will receive monthly distributions (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class I Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such class of the Fund. Subject to applicable securities legislation, monthly distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution, unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. If a Unitholder ceases to be eligible to hold Class I Units, the Manager, may, in its sole discretion, reclassify such Unitholder's Class I Units for Class A1 Units on five days' notice, unless such Unitholder notifies the Fund during the notice period and the Manager agrees that the Unitholder is once again eligible to hold Class I Units.

Class I Units were issued to previous subscribers of Class I Units of the Fund (as Sprott Private Credit Trust II) through normal subscriptions prior to the Merger. Such unitholders have the opportunity to make additional investments in Class I Units of the Fund with the existing fee structure until April 30, 2018. Thereafter, such unitholders wishing to make additional investments will have their subscriptions accepted for Class I Units with the fee structure applicable to such Units set out under "Management Fees Payable by the Fund".

Class I Units of the Fund were also issued in exchange for Class I Units of Sprott Private Credit Trust to holders of such units in connection with the Merger.

Class I1 Units will be issued to qualified purchasers who are prepared to invest a minimum initial subscription amount of at least $50 million. Unitholders who hold Class I1 Units will receive monthly distributions (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class I1 Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such class of the Fund. Subject to applicable securities legislation, monthly distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution, unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. If a Unitholder ceases to maintain at least $50 million (on a cost basis) of Class I1 Units, the Manager, may, in its sole discretion, reclassify such Unitholder's Class I1 Units for Class A1 Units on five days' notice, unless such Unitholder notifies the Fund during the notice period and the Manager agrees that the Unitholder is once again eligible to hold Class I1 Units.

Class I3 Units will be issued to Ninepoint-TEC Private Credit Institutional LP (the "**Partnership**"). Unitholders who hold Class I3 Units will receive monthly distributions (determined in accordance of the Trust Agreement) calculated and payable in arrears on the last Valuation Date of each month. Distributions on Class I3 Units will consist of 100% of any Net Income (as such term is defined in the Trust Agreement) attributable to such class of the Fund. Subject to applicable securities legislation, monthly distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution, unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. No fees are payable by the Partnership to the Fund with respect to the Class I3 Units of the Fund held by the Partnership.

Although the money invested by investors to purchase Units of any class of the Fund is tracked on a class by class basis in the Fund's administration records, the assets of all classes of Units will be combined into a single pool to create one portfolio for investment purposes.

All Units of the same class have equal rights and privileges. Units and fractions thereof will be issued only as fully paid and non-assessable. Units will have no preference, conversion, exchange or pre-emptive rights. Each whole Unit of a particular class entitles the holder thereof to one vote at meetings of Unitholders where all classes vote together, or to one vote at meetings of Unitholders where that particular class of Unitholders votes separately as a class.

The Manager, in its sole discretion, determines the number of classes of Units and establishes the attributes of each class, including investor eligibility, the designation and currency of each class, the initial offering price for the first issuance of Units of the class, any minimum initial or subsequent investment thresholds, any minimum redemption amounts or minimum account balances, valuation frequency, fees and expenses of the class, sales or redemption fees payable in respect of the class, redemption rights, convertibility among classes and any additional class specific attributes. The Manager may establish additional classes of Units at any time without prior notice to or approval of Unitholders. No class of Units will be created for the purpose of giving any Unitholder a percentage interest in the property of the Fund that is greater than the Unitholder's percentage interest in the income of the Fund.

All Units of the same class are entitled to participate *pro rata*: (i) in any allocations or distributions made by the Fund to the Unitholders of the same class; and (ii) upon liquidation of the Fund, in any distributions to Unitholders of the same class of net assets of the Fund attributable to the class remaining after satisfaction of outstanding liabilities of such class. Units are not transferable, except by operation of law (for example, a death or bankruptcy of a Unitholder) or with the consent of the Manager in accordance with applicable securities legislation. To dispose of Units, a Unitholder must have them redeemed.

The Fund may issue fractional Units so that subscription funds may be fully invested. Fractional Units carry the same rights and are subject to the same conditions as whole Units (other than with respect to voting rights) in the proportion which they bear to a whole Unit. Outstanding Units of any class may be subdivided or consolidated in the Manager's discretion upon the Manager giving at least 21 days' prior written notice to each Unitholder of its intention to do so. Units of a class may be reclassified by the Manager as Units of any other class having an aggregate equivalent Class Net Asset Value (as described under "Computation of Net Asset Value of the Fund") if such reclassification is approved by the holder of the Units to be reclassified or with 30 days' prior written notice.

Subject to the consent of the Manager, Unitholders may reclassify or switch all or part of their investment in the Fund from one class of Units to another if the Unitholder is eligible to purchase that class of Units. The timing and processing rules applicable to purchases and redemptions of Units also applies to reclassifications or switches between classes of Units. See "Details of the Offering" and "Redemption of Units". Upon a reclassification or switch from one class of Units to another class, the number of Units held by the Unitholder will change since each class of Units has a different Net Asset Value per Unit.

Generally, reclassifications or switches between classes of Units are not dispositions for tax purposes. However, Unitholders should consult with their own tax advisors regarding any tax implications of reclassifying or switching between classes of Units.

FEES AND EXPENSES

Management Fees Payable by the Fund

The Fund will pay the following Management Fees to the Manager in respect of the Net Asset Value of the Fund attributable to each class of Units.

As compensation for providing management and administrative services to the Fund, the Manager receives a monthly Management Fee from the Fund attributable to Class A1 Units, Class D Units, Class F1 Units, Class FD Units, Class FT Units, Class T Units and, in certain circumstances described below, Class I Units of the Fund. No Management Fees are payable in respect of Class E Units or Class I3 Units. Each class of Units is responsible for the Management Fee attributable to that class.

Class A1 Units:

The Fund pays the Manager a monthly Management Fee equal to 1/12 of 2.45% of the Net Asset Value of the Class A1 Units (determined in accordance with the Trust Agreement), plus any applicable HST, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class A1 Units as at the last business day of each month.

Class D Units:

The Fund pays the Manager a monthly Management Fee equal to 1/12 of 2.45% of the Net Asset Value of the Class D Units (determined in accordance with the Trust Agreement), plus any applicable HST, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class D Units as at the last business day of each month.

Class E Units:

No Management Fees are payable by the Fund to the Manager in respect of Class E Units.

Class F1 Units:

The Fund pays the Manager a monthly Management Fee equal to 1/12 of 1.45% of the Net Asset Value of the Class F1 Units (determined in accordance with the Trust Agreement), plus any applicable HST, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class F1 Units as at the last business day of each month.

Class FD Units:

The Fund pays the Manager a monthly Management Fee equal to 1/12 of 1.45% of the Net Asset Value of the Class FD Units (determined in accordance with the Trust Agreement), plus any applicable HST, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class FD Units as at the last business day of each month.

Class FT Units:

The Fund pays the Manager a monthly Management Fee equal to 1/12 of 1.45% of the Net Asset Value of the Class FT Units (determined in accordance with the Trust Agreement), plus any applicable HST, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class FT Units as at the last business day of each month.

Class T Units:

The Fund pays the Manager a monthly Management Fee equal to 1/12 of 2.45% of the Net Asset Value of the Class T Units (determined in accordance with the Trust Agreement), plus any applicable HST, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class T Units as at the last business day of each month.

Class I Units:

Subject to the discretion of the Manager, investors who purchase Class I Units must either: (i) enter into an agreement with the Manager which identifies the monthly Management Fee negotiated with the investor which is payable by the investor directly to the Manager; or (ii) enter into an agreement with the Fund which identifies the monthly Management Fee negotiated with the investor which is payable by the Fund to the Manager. In each circumstance, the monthly Management Fee, plus any applicable HST, is calculated and payable monthly in arrears as of each Valuation Date based on the Net Asset Value of the Class I Units at the beginning of each such month.

Class I1 Units:

The Fund pays the Manager a monthly Management Fee equal to 1/12 of 1.25% of the Net Asset Value of the Class I1 Units (determined in accordance with the Trust Agreement), plus any applicable HST, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class I1 Units as at the last business day of each month.

Class I3 Units:

No Management Fees are payable by the Fund to the Manager in respect of Class I3 Units.

Performance Fees Payable by the Fund

The Fund will pay the following Performance Fees payable to the Manager:

The Manager is entitled to receive from the Fund a quarterly performance fee (the "**Performance Fee**") plus any applicable HST attributable to Class A1 Units, Class D Units, Class F1 Units, Class FT Units, Class T Units, Class FD Units, Class I1 Units and Class I Units. Each such class of Units is charged a Performance Fee, plus any applicable HST. If the return in the Net Asset Value per Unit of the particular class of Units (before calculation and accrual for the Performance Fee and after making necessary adjustments to account for distributions made by the Fund) from the beginning of the quarter (or inception date of the class of Units) to the end of the quarter exceeds 2% (the "**Hurdle Rate**") (or prorated for partial quarters), and such return is between 2% and 2.5% on a quarterly basis, then any amount in excess of the Hurdle Rate shall be payable to the Manager as a Performance Fee, plus any applicable HST. If the return in the Net Asset Value per Unit of the particular class of Units (before calculation and accrual for the Performance Fee and after making necessary adjustments to account for distributions made by the Fund) in the particular quarter exceeds the Hurdle Rate and is 2.5% or more on a quarterly basis, then 20% of such return shall be payable to the Manager as Performance Fee, plus any applicable HST.

If any class of Units of the Fund are redeemed prior to the last Valuation Date of a quarter, the Manager will determine if any Performance Fee is payable on such Units immediately before such Units are redeemed. If a Performance Fee is payable on such Units being redeemed, the Performance Fee will be accrued and paid to the Manager as soon as practicable.

If the performance of a particular class of Units in any quarter is positive but less than the Hurdle Rate, then no Performance Fee will be payable in that quarter for that class of Units, however, the difference between such return of the Fund and the Hurdle Rate is not carried forward. If the performance of a particular class of Units in any quarter is negative, such negative return will be added to the subsequent quarter's Hurdle Rate when calculating the Performance Fee for that class of Units. The Performance Fee in respect of each class of Units will be accrued monthly (such that the Net Asset Value per Unit reflects such accrual) and will be payable quarterly.

Operating Expenses Payable by the Fund

The Fund is responsible for the payment of all routine and customary fees and expenses incurred relating to the administration and operation of the Fund including, but not limited to: Trustee fees and expenses; custodial, prime broker and safekeeping fees and expenses; registrar and transfer agency fees and expenses; audit, legal and record-keeping fees and expenses; communication expenses; printing and mailing expenses; all costs and expenses associated with the qualification for sale and distribution of the Units in the Offering Jurisdictions including securities filing fees (if any); investor servicing costs; costs of providing information to Unitholders (including proxy solicitation material, financial and other reports) and convening and conducting meetings of Unitholders; taxes, assessments or other governmental charges of all kinds levied against the Fund; interest expenses; fees to third parties that assist the Fund with obtaining borrowing facilities; all brokerage commissions and other fees associated with the purchase and sale of portfolio securities and other assets of the Fund (including, for greater certainty, fees to third parties that find entities that purchase assets of the Fund); and all expenses associated with the servicing, collection and liquidation of investments held directly by the Fund. In addition, the Fund will be responsible for the payment of all expenses associated with ongoing investor relations and education relating to the Fund.

The Fund generally seeks reimbursement from borrowers and other Portfolio companies of the expenses related to the ABL and other investments. However, the Fund may be responsible for some or all of the following expenses associated with the Fund's Portfolio investments to the extent not reimbursed by the borrower or another Portfolio company: all internal and external transaction expenses, whether or not such transaction is entered into or consummated by the Fund, including all expenses, costs and liabilities incurred in connection with the identification, evaluation, structuring, negotiation, making, holding, monitoring, development, management and servicing of Portfolio investments, all expenses, costs and liabilities related to enforcement proceedings against security provided in connection with Portfolio investments, negotiating loan documents, security, intercreditor arrangements and other contracts, legal, accounting, audit, engineering, marketing, consulting, appraisal, travel costs, fees and expenses and related ancillary expenses, including airfare (including first class and/or business class airfare), ground transportation, accommodations, meals, travel agency fees and other travel expenses, the costs, charges and expenses related to financing, refinancing, protecting, sale, proposed sale, other disposition or valuation of Portfolio investments (including the costs of any third party valuator that is retained to value the Portfolio), and out-of-pocket expenses incurred as a result of a proposed transaction or investment by the Fund that is not consummated, all consulting, legal and other professional fees relating to particular investments by the Fund; third-party valuation, audit expenses; virtual data room providers, online data storage providers, and other similar companies; all expenses associated with the origination, servicing, collection and liquidation of investments of the Fund; disbursements and filing and registration fees; and all other fees and expenses that a lender is obliged to bear under relevant loan documentation or would be customary for the Fund to bear in its capacity as a lender.

Each class of Units is responsible for the expenses specifically relating to that class and a proportionate share of expenses that are common to all classes of Units. The Manager shall allocate expenses to each class of Units in its sole discretion as it deems fair and reasonable in the circumstances.

The Manager may from time to time waive any portion of the fees and reimbursement of expenses otherwise payable to it, but no such waiver shall affect its right to receive fees and reimbursement of expenses subsequently accruing to it.

Early Redemption Fee

The Manager may, in its sole discretion, impose an early redemption fee equal to 2% of the aggregate Net Asset Value of Units redeemed if such Units are redeemed within 12 months of their date of purchase. This early redemption fee will be deducted from the Redemption Amount otherwise payable to a Unitholder and will be paid to the Fund. No early redemption fee will be charged in respect of the redemption of Units which were acquired by a Unitholder through the automatic reinvestment of all distributions of net income or capital gains by the Fund or where the Manager requires a Unitholder to redeem some or all of the Units owned by such Unitholder. This early redemption fee is in addition to any other fees a Unitholder is otherwise subject to under this Offering Memorandum.

DEALER COMPENSATION

Units will be distributed in the Offering Jurisdictions through registered dealers, including the Manager and such other persons as may be permitted by applicable law. In the event of such distribution, registered dealers (other than the Manager) will be entitled to the compensation described below.

Sales Commission

No sales commission is payable to the Manager in respect of Units purchased directly by a subscriber. However, registered dealers may, at their discretion, charge purchasers a front-end sales commission of up to 2% of the Net Asset Value of the Class A1 Units, Class T Units and the Class D Units purchased by the subscriber. Any such sales commission will be negotiated between the registered dealer and the purchaser and will be payable directly by the purchaser to their dealer. All minimum subscription amounts described in this Offering Memorandum are net of such sales commissions.

Service Commission

The Manager intends to pay a monthly service commission to participating registered dealers, including Sightline Wealth Management LP, equal to $1/12^{th}$ of 1.0% of the Net Asset Value of the Class A1 Units, Class T Units and the Class D Units sold by such dealers then outstanding. Payments are calculated and paid monthly to registered dealers from the Management Fees the Manager receives from the Fund. Notwithstanding the foregoing, the Manager, in its sole discretion, reserves the right to change the frequency of payment to registered dealers of the service commission to a quarterly or annual basis. See "Conflicts of Interest".

Referral Fees

Subject to the requirements under NI 31-103, the Manager may pay, out of the Management Fees it receives from the Fund, a negotiated referral fee to registered dealers or other persons in connection with the sale of Units.

DETAILS OF THE OFFERING

Subscription Process

Units are being offered by the Fund on a continuous basis to an unlimited number of eligible subscribers who are prepared to invest a sufficient amount to meet the minimum initial subscription requirements or who are otherwise qualified investors. There need not be any correlation between the number of Class A1 Units, Class D Units, Class E Units, Class F1 Units, Class FD Units, Class FT Units, Class T Units Class I Units, Class I1 Units and Class I3 Units sold hereunder. The differences among the ten classes of Units are the different eligibility criteria, fee structures and administrative expenses associated with each class. See "Description of Units" and "Fees and Expenses".

As at the date of this Offering Memorandum, the minimum initial subscription amount for persons relying on the "accredited investor" exemption is $10,000 (or, in the case of Class I1 Units, $50 million). The minimum initial subscription amount for persons relying on the "minimum amount investment" exemption is $150,000 (or, in the case of Class I1 Units, $50 million); provided that such subscriber is (i) not an individual and, (ii) not created or used solely to rely on the "minimum amount investment" exemption. At the sole discretion of the Manager, subscriptions may be accepted for lesser amounts from subscribers who are "accredited investors". These minimum initial subscription amounts are net of any sales commissions payable by an investor to their registered dealer. See "Dealer Compensation".

Units are being offered to investors resident in the Offering Jurisdictions pursuant to exemptions from the prospectus requirements under National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**") or section 73.3 of the *Securities Act* (Ontario). Units will not be issued to individuals under section 2.10 of NI 45-106 (minimum amount investment exemption).

Investors, other than individuals that are "accredited investors", must also execute a subscription form for Units which includes a representation (and a requirement to provide additional evidence promptly upon request to establish) that such investor was not formed solely in order to make private placement investments which may not have otherwise been available to any persons holding an interest in such investor.

At no time may non-residents of Canada as determined for the purposes of the Tax Act be the beneficial owners of any Units. The Manager may require declarations from Unitholders as to the jurisdictions in which beneficial owners of Units are resident. If the Manager becomes aware, as a result of requiring such declarations as to beneficial ownership, that the beneficial owners any of the Units then outstanding are, or may be, non-residents, the Manager may send or cause to be sent a notice to such non-resident holders of Units requiring them to sell their Units within a specified period of not less than 60 days. If the Unitholders receiving such notice have not sold the specified number of Units or provided the Manager with satisfactory evidence that they are not non-residents of Canada within such period, the Manager may, on behalf of such Unitholders, sell such Units and, in the interim and in accordance with Applicable Laws, may suspend the voting rights and the distribution rights attached to such Units. Upon such sale, the affected holders shall cease to be holders of Units and their rights shall be limited to receiving the net proceeds of sale of such Units. The Manager may also not issue Units to, and may direct the Record-keeper not to register a transfer of Units to, a Person unless the Person provides a declaration, in form and content satisfactory to the Manager, that the Person is not a non-resident of Canada. See "Redemption of Units".

"Financial institutions" within the meaning of Section 142.2 of the Tax Act may not invest in this Fund. In the event that any Unitholder subsequently becomes a "financial institution", such Unitholder is required to immediately notify the Manager in writing of such change in status and the Units of such Unitholder will be redeemed by the Fund at the next Valuation Date. See "Redemption of Units".

Units will be offered at a price equal to the Net Asset Value per Unit for the applicable class of Units on each Valuation Date (determined in accordance with the Trust Agreement). Units may be purchased as at

the close of business on a Valuation Date if a duly completed subscription form and the required payment reaches the Manager no later than 4:00 p.m. (Toronto time) on such Valuation Date. The issue date for subscription orders received and accepted after 4:00 p.m. (Toronto time) on a Valuation Date will be the next Valuation Date. No certificates evidencing ownership of Units will be issued to Unitholders. See "Computation of Net Asset Value of the Fund".

The Net Asset Value for each class of Units (and the Net Asset Value per Unit) determined for the purposes of a subscription or redemption of Units which takes place other than at a quarter-end will reflect a reduction to take into account the Manager's accrued performance fee, if any, based on returns of the particular class of Units during the quarter from the date of commencement of the quarter to the date of the issuance or redemption of such Units.

The Manager, on behalf of the Fund, may approve or disapprove a subscription for Units in whole or in part. If the subscription (or part) is not approved, the Manager will so advise the subscriber, and will forthwith return to the subscriber the amount (or a portion thereof) tendered by the subscriber in respect of the rejected subscription without interest or deduction.

By executing a subscription form for Units in the form prescribed by the Manager, each subscriber is making certain representations, and the Manager and the Fund are entitled to rely on such representations to establish the availability of exemptions from the prospectus requirements described under NI 45-106. In addition, the subscriber is also acknowledging in the subscription form that the investment portfolio and trading procedures of the Fund are proprietary in nature and agrees that all information relating to such investment portfolio and trading procedures will be kept confidential by such subscriber and will not be disclosed to third parties (excluding the subscriber's professional advisors) without the prior written consent of the Manager.

Registered Plans

Provided the Fund qualifies at all relevant times as a "mutual fund trust" for the purposes of the Tax Act, Units will be "qualified investments" under the Tax Act for Tax Deferred Plans. See "Canadian Federal Income Tax Considerations – Eligibility for Investment". A fee of up to $125 may be charged for each transfer or deregistration of Units held directly with the Manager in a Tax Deferred Plan.

Rescission of Purchase

Pursuant to Ontario securities legislation, where the amount of a purchase does not exceed the sum of $50,000, purchasers of mutual funds may rescind their purchase by written notice given to the registered dealer from whom the purchase was made within 48 hours after receipt of the sale confirmation. Purchasers of mutual funds under an automatic investment plan may have longer to cancel an order. Purchasers must exercise these rights within the prescribed time limits under applicable securities legislation. Purchasers should refer to provisions contained under applicable securities legislation in the Offering Jurisdiction where the purchaser is a resident to determine whether they have similar rescission rights or they should consult with their legal advisor for more details.

ADDITIONAL SUBSCRIPTIONS

Following the required initial minimum investment in the Fund, Unitholders resident in the Offering Jurisdictions may make additional investments in the Fund of not less than $5,000 provided that, at the time of the subscription for additional Units, the Unitholder is an "accredited investor" as defined under applicable securities legislation. Unitholders who are not "accredited investors" nor individuals, but previously invested in, and continue to hold, Units having an aggregate initial acquisition cost or current Net Asset Value equal to $150,000, will also be permitted to make subsequent investments in the Fund of

not less than $5,000. Subject to applicable securities legislation, the Manager, in its sole discretion, may from time to time permit additional investments in Units of lesser amounts. Unitholders subscribing for additional Units should complete the subscription form prescribed from time to time by the Manager.

USE OF PROCEEDS

The net proceeds derived by the Fund from the sale of Units offered pursuant to this Offering Memorandum will be used for investment purposes in accordance with the investment objective, strategies and restrictions of the Fund as described earlier in this Offering Memorandum. See "Investment Objective and Strategy of the Fund" and "Investment Restrictions of the Fund".

REDEMPTION OF UNITS

An investment in Units is intended to be a long-term investment. However, Units may be redeemed (subject to an early redemption fee described below if not held for at least 12 months) at their Net Asset Value per Unit for the applicable class (determined in accordance with the Trust Agreement) on any Valuation Date, provided the written request for redemption (a "**Redemption Notice**"), in form satisfactory to the Manager and all necessary documents relating thereto, is submitted to the Manager at least 120 calendar days prior to such Valuation Date.

A Redemption Notice shall be irrevocable (except as otherwise provided in the Trust Agreement) and shall contain a clear request by the Unitholder that a specified number of Units be redeemed or stipulate the dollar amount which the Unitholder requires to be paid.

A Redemption Notice must be received by the Manager prior to 4:00 p.m. (Toronto time) on a business day which is at least 120 calendar days prior to a Valuation Date. If a Redemption Notice deemed acceptable by the Manager is received by the Manager at such time, Units will be redeemed at the Net Asset Value per Unit for the applicable class determined on the first Valuation Date which is at least 120 calendar days following receipt of the Redemption Notice. Payment of the Redemption Amount will be paid to the redeeming Unitholder as soon as is practicable and in any event within 30 days following the Valuation Date (or 60 days if such Valuation Date is the Fund's fiscal year end) for which such redemption is effective. For greater certainty, the Manager may, in its sole and absolute discretion, waive the notice period requirement in respect of a redemption request for Class I3 Units.

On direction from the Manager, the record-keeper of the Fund shall hold back up to 20% of the Redemption Amount on any redemption to provide for an orderly disposition of assets. Any Redemption Amount which is held back shall be paid within a reasonable time period, having regard for applicable circumstances.

Any Unitholder whose total combined investment in all classes of Units in the Fund represents 20% or greater of the Net Asset Value of the Fund, when measured at market value, is restricted from filing a redemption request which exceeds 20% of the Net Asset Value of the Fund, when measured at market value. For greater certainty, the Manager may, in its sole and absolute discretion, waive the restriction in respect of a redemption request for Class I3 Units.

If during any three-month period, the Manager has received from one or more Unitholders an acceptable Redemption Notice to redeem in aggregate 5% or more of the outstanding Units, the Manager may, in its discretion, choose to redeem such Units in equal Unit amounts over a period of up to 18 months beginning on the first Valuation Date which is at least 120 calendar days following receipt of such Redemption Notice, or in one aggregated payment at any time during the period of 18 months beginning on the first Valuation Date which is at least 120 calendar days following receipt of such Redemption Notice. Each such redemption shall be made on a Valuation Date. The Redemption Amount payable to Unitholders will be adjusted by changes in the Net Asset Value of the Fund during this period and calculated on each Valuation Date in respect of the payment to be made on such date. For greater

certainty, the Manager may, in its sole and absolute discretion, waive the restriction in respect of a redemption request for Class I3 Units.

Notwithstanding and without limiting any of the provisions hereof, the Manager, in its sole discretion, may require the redemption of all or any part of the Units held by a Unitholder at any time.

Each Unitholder who has delivered a Redemption Notice or whose Units are required to be redeemed, shall be paid a Redemption Amount equal to the Net Asset Value per Unit for the applicable class on the applicable Valuation Date, multiplied by the number of Units to be redeemed, and concurrently shall pay to such Unitholder the proportionate share attributable to such Units of any distribution of Net Income and Net Realized Capital Gains of the Fund which has been declared but not paid prior to the applicable Valuation Date.

The record-keeper of the Fund shall, upon any redemption of Units, deduct from the Redemption Amount an amount equal to any accrued and applicable fees and taxes payable by the Unitholder in connection with such redemption (to the extent not already reflected in the Net Asset Value of the Fund).

The Manager may suspend the right of Unitholders to require the Fund to redeem Units held by them and the concurrent payment for Units tendered for redemption: (i) during the whole or any part of any period when normal trading is suspended on any stock exchange, options exchange or futures exchange within or outside Canada on which securities or derivatives owned by the Fund (or any successor thereto) are traded which, in the aggregate, represent directly or indirectly more than 50% by value or underlying market exposure of the total assets of the Fund (or any successor thereto) without allowance for liabilities; or (ii) for any period not exceeding 120 days during which the Manager determines that conditions exist which render impractical the sale of the assets of the Fund or which impair the ability of the Fund to determine the value of the assets of the Fund. A suspension may apply to all Redemption Notices received prior to the suspension, but as for which payment has not been made, as well as to all Redemption Notices received while the suspension is in effect. In such circumstances, all Unitholders shall have, and shall be advised that they have, the right to withdraw their Redemption Notice or receive payment based on the Net Asset Value of the particular class of Units determined on the first Valuation Date following the date on which the suspension is terminated. During any period during which redemptions are suspended the Manager will not accept any subscriptions for the purchase of Units.

A suspension will terminate in any event on the first day on which the condition giving rise to the suspension has ceased to exist, provided that no other condition under which a suspension is authorized then exists. Subject to applicable laws, any declaration of suspension made by the Manager shall be conclusive.

The Manager may, in its sole discretion, impose an early redemption fee equal to 2% of the aggregate Net Asset Value of Units redeemed if such Units are redeemed within 12 months of their date of purchase. This early redemption fee will be deducted from the Redemption Amount otherwise payable to a Unitholder and will be paid to the Fund. No early redemption fee will be charged in respect of (i) the redemption of Class I3 Units, (ii) the redemption of Units which were acquired by a Unitholder through the automatic reinvestment of all distributions of net income or capital gains by the Fund or (iii) where the Manager requires a Unitholder to redeem some or all of the Units owned by such Unitholder. This early redemption fee is in addition to any other fees a Unitholder is otherwise subject to under this Offering Memorandum.

RESALE RESTRICTIONS

As the Units offered by this Offering Memorandum are being distributed pursuant to exemptions from the prospectus requirements under applicable securities legislation, the resale of these Units by subscribers is subject to restrictions. Subscribers are advised to consult with their legal advisors concerning restrictions on resale and are further advised against reselling their Units until they have determined that any such resale is in compliance with the requirements of applicable securities legislation. There is no market for these Units and no market is expected to develop, therefore, it may be difficult or even impossible for a purchaser to sell their Units other than by way of a redemption of their Units on a Valuation Date.

No transfers of Units may be effected unless the Manager, in its sole discretion, approves the transfer and the proposed transferee. Subject to applicable securities legislation a Unitholder shall be entitled, if permitted by the Manager, to transfer all or, subject to any minimum investment requirements prescribed by the Manager, any part of the Units registered in the Unitholder's name at any time by giving written notice to the Manager. The proposed transferee will be required to make representations and warranties to the Fund and the Manager in form and substance satisfactory to the Manager. The Manager may prescribe the minimum dollar value of Units which may be transferred but has not currently done so.

COMPUTATION OF NET ASSET VALUE OF THE FUND

The Net Asset Value of the Fund will be determined by the Manager, who may consult with the Trustee, any investment manager, custodian, prime broker and/or the auditors of the Fund. The Net Asset Value of the Fund will be determined for the purposes of subscriptions and redemptions as at 4:00 p.m. (Toronto time) on each Valuation Date, and on December 31 of each year if that day is not otherwise a Valuation Date for the purpose of the distribution of Net Income and Net Realized Capital Gains of the Fund to Unitholders. The Net Asset Value of the Fund on any Valuation Date shall be equal to the aggregate fair market value of the assets of the Fund as of such Valuation Date, less an amount equal to the total liabilities of the Fund (excluding all liabilities represented by outstanding Units) as of such Valuation Date. The Net Asset Value per Unit will be determined by dividing the Net Asset Value of the Fund on a Valuation Date by the total number of Units then outstanding on such Valuation Date.

The Net Asset Value of the Fund on a Valuation Date shall be determined in accordance with the following:

(a) The assets of the Fund shall be deemed to include the following property:

(i) all cash on hand or on deposit, including any interest accrued thereon adjusted for accruals deriving from trades executed but not yet settled;

(ii) all bills, notes and accounts receivable, including loans comprising the Portfolio;

(iii) all bonds, debentures, shares, subscription rights and other securities owned by or contracted for the Fund including, without limitation, any units;

(iv) all shares, rights and cash dividends and cash distributions to be received by the Fund and not yet received by it when the Net Asset Value of the Fund is being determined so long as, in the case of cash dividends and cash distributions to be received by the Fund and not yet received by it when the Net Asset Value of the Fund is being determined, the shares are trading ex-dividend;

(v) all interest accrued on any interest-bearing securities owned by the Fund other than interest, the payment of which is in default; and

(vi) prepaid expenses.

(b) The market value of the assets of the Fund shall be determined as follows:

(i) the value of any cash on hand or on deposit, bills, demand notes, loans receivable (including loans and ABL investments comprising the Portfolio), accounts receivable, prepaid expenses, cash dividends received (or to be received and declared to securityholders of record on a date before the date as of which the Net Asset Value of the Fund is being determined), and interest accrued and not yet received, shall be deemed to be the full amount thereof unless the Manager shall have determined that any such deposit, bill, demand note, account receivable, prepaid expense, cash dividend received or interest is not worth the full amount thereof, in which event the value thereof shall be deemed to be such value as the Manager shall determine to be the reasonable value thereof;

(ii) the value of any bonds, debentures, and other debt obligations shall be valued by taking the average of the bid and ask prices on a Valuation Date at such times as the Manager, in its discretion, deems appropriate. Short-term investments including notes and money market instruments shall be valued at cost plus accrued interest;

(iii) the value of any security which is listed or dealt in upon a stock exchange shall be determined by (1) in the case of a security which was traded on the day as of which the Net Asset Value of the Fund is being determined, the closing sale price; (2) in the case of a security which was not traded on the day as of which the Net Asset Value of the Fund is being determined, a price which is the average of the closing recorded bid and ask prices; or (3) if no bid or ask quotation is available, the price last determined for such security for the purpose of calculating the Net Asset Value of the Fund. The value of inter-listed securities shall be computed in accordance with directions laid down from time to time by the Manager; provided, however, that if, in the opinion of the Manager, stock exchange or over-the-counter quotations do not properly reflect the prices which would be received by the Fund upon the disposal of securities necessary to effect any redemptions of Units, the Manager may place such value upon such securities as appears to the Manager to most closely reflect the fair value of such securities;

(iv) the value of any security, the resale of which is restricted or limited by reason of a representation, undertaking, or agreement by the Fund shall be the quoted market value less a percentage discount for illiquidity amortized over the length of the restricted period;

(v) a long position in an option or a debt-like security shall be valued at the current market value of the position;

(vi) for options written by the Fund (1) the premium received by the Fund for those options shall be reflected as a deferred credit and the option shall be valued at an amount equal to the current market value of the option that would have the effect of closing the position; (2) any difference resulting from revaluation shall be treated as an unrealized gain or loss on investment; (3) the deferred credit shall be deducted in calculating the Net Asset Value of the Fund; and (4) any securities that are the subject of a written option shall be valued at their current market value;

(vii) the value of a forward contract or swap shall be the gain or loss on the contract that would be realized if, on the date that valuation is made, the position in the forward contract or swap were to be closed out;

(viii) the value of any security or other property for which no price quotations are available or, in the opinion of the Manager, to which the above valuation principles cannot or should not be applied, shall be the fair value thereof determined from time to time in such manner as the Manager shall from time to time provide;

(ix) the value of all assets and liabilities of the Fund valued in terms of a currency other than the currency used to calculate the Net Asset Value of the Fund shall be converted to the currency used to calculate the Net Asset Value of the Fund by applying the rate of exchange obtained from the best available sources to the Manager including, but not limited to, the Trustee or any of its affiliates; and

(x) margin paid or deposited on standardized futures or forward contracts shall be reflected as an account receivable and, if not in the form of cash, shall be noted as held for margin.

(c) The liabilities of the Fund shall be calculated on an accrued basis and shall be deemed to include the following:

(i) all bills, notes and accounts payable;

(ii) all fees (including management fees and performance fees, if any) and administrative and operating expenses payable and/or accrued by the Fund;

(iii) all contractual obligations for the payment of money or property, including distributions of Net Income and Net Realized Capital Gains, if any, declared, accrued or credited to the Unitholders but not yet paid on the day before the day as of which the Net Asset Value of the Fund is being determined;

(iv) all allowances authorized or approved by the Manager or the Trustee for taxes or contingencies; and

(v) all other liabilities of the Fund of whatever kind and nature, except liabilities represented by outstanding Units.

(d) Portfolio transactions (investment purchases and sales) will be reflected in the first computation of the Net Asset Value of the Fund made after the date on which the transaction becomes binding.

(e) The Net Asset Value of the Fund and Net Asset Value per Unit on the first business day following a Valuation Date shall be deemed to be equal to the Net Asset Value of the Fund (or per Unit, as the case may be) on such Valuation Date after payment of all fees, including administrative fees, management fees and performance fees, if any, and after processing of all subscriptions and redemptions of Units in respect of such Valuation Date.

(f) The Net Asset Value of the Fund and the Net Asset Value per Unit established by the Manager in accordance with the provisions of this section shall be conclusive and binding on all Unitholders.

(g) The Manager may determine such other rules as it deems necessary from time to time, which rules may deviate from International Financial Reporting Standards ("**IFRS**").

The Net Asset Value of the Fund (or per Unit, as the case may be) calculated in this manner will be used for the purpose of calculating the Manager's and other service providers' fees and will be published net of all paid and payable fees. Such Net Asset Value of the Fund (or per Unit, as the case may be) will be used to determine the subscription price and redemption value of Units. To the extent that such calculations are not in accordance with IFRS, the financial statements of the Fund will include a reconciliation note explaining any difference between such published Net Asset Value of the Fund and Net Asset Value per Unit and those used for financial statement reporting purposes (which must be calculated in accordance with IFRS).

The Net Asset Value for a particular class of Units ("**Class Net Asset Value**") as at 4:00 p.m. (Toronto time) on a Valuation Date shall be determined for the purposes of subscriptions and redemptions in accordance with the following calculation:

(a) the Class Net Asset Value last calculated for that class of Units; plus

(b) the increase in the assets attributable to that class as a result of the issue of Units of that class or the redesignation of Units into that class since the last calculation; minus

(c) the decrease in the assets attributable to that class as a result of the redemption of Units of that class or the redesignation of Units out of that class since the last calculation; plus or minus

(d) the proportionate share of the Net Change in Non-Portfolio Assets (as defined below) attributable to that class since the last calculation; plus or minus

(e) the proportionate share of the impact of portfolio transactions and the adjustments to the assets as a result of a stock dividend, stock split or other corporate action recorded on that Valuation Date attributable to that class since the last calculation; plus or minus

(f) the proportionate share of market appreciation or depreciation of the portfolio assets attributable to that class since the last calculation; minus

(g) the proportionate share of the Fund expenses (other than class specific expenses) ("**Common Expenses**") allocated to that class since the last calculation; minus

(h) any expenses specific to that class since the last calculation.

"**Net Change in Non-Portfolio Assets**" on a Valuation Date means

(a) the aggregate of all income accrued by the Fund as of that Valuation Date, including cash dividends and distributions, interest and compensation; minus

(b) the Common Expenses to be accrued by the Fund as of that Valuation Date which have not otherwise been accrued in the calculation of the Net Asset Value of the Fund as of that Valuation Date; plus or minus

(c) any change in the value of any non-portfolio assets or liabilities stated in any foreign currency accrued on that Valuation Date including, without limitation, cash, accrued dividends or interest and any receivables or payables; plus or minus

(d) any other item accrued on that Valuation Date determined by the Manager to be relevant in determining the Net Change in Non-Portfolio Assets.

A Unit of a class of the Fund being issued or a Unit that has been redesignated as a part of that class shall be deemed to become outstanding as of the next calculation of the applicable Class Net Asset Value immediately following the Valuation Date at which the applicable Class Net Asset Value per Unit that is the issue price or redesignation basis of such Unit is determined and the issue price received or receivable for the issuance of the Unit shall then be deemed to be an asset of the Fund attributable to the applicable class.

A Unit of a class of the Fund being redeemed or a Unit that has been redesignated as no longer being a part of that class shall be deemed to remain outstanding as part of that class until immediately following the Valuation Date at which the applicable Class Net Asset Value per Unit that is the redemption price or redesignation basis of such Unit is determined; thereafter, the redemption price of the Unit being redeemed, until paid, shall be deemed to be a liability of the Fund attributable to the applicable class and the Unit which has been redesignated will be deemed to be outstanding as a part of the class into which it has been redesignated.

On any Valuation Date that a distribution is paid to Unitholders of a class of Units, a second Class Net Asset Value shall be calculated for that class, which shall be equal to the preliminary class net asset value calculated on that Valuation Date minus the amount of the distribution. For greater certainty, the second Class Net Asset Value shall be used for determining the Class Net Asset Value per Unit on such Valuation Date for purposes of determining the issue price and redemption price for Units on such Valuation Date, as well as the redesignation basis for Units being redesignated into or out of such class, and Units redeemed or redesignated out of that class as at such Valuation Date shall participate in such distribution while Units subscribed for or redesignated into such class as at such Valuation Date shall not.

The Class Net Asset Value per Unit for a particular class of Units as at any Valuation Date is the quotient obtained by dividing the applicable Class Net Asset Value as at such Valuation Date by the total number of Units of that class outstanding at such Valuation Date. This calculation shall be made without taking into account any issuance, redesignation or redemption of Units of that class to be processed by the Fund immediately after the time of such calculation on that Valuation Date. The Class Net Asset Value per Unit for each class for the purpose of the issue of Units or the redemption of Units shall be calculated on

each Valuation Date by or under the authority of the Manager as at such time on every Valuation Date as shall be fixed from time to time by the Manager and the Class Net Asset Value per Unit so determined for each class shall remain in effect until the time as of which the Class Net Asset Value per Unit for that class is next determined.

Units will be offered at a price equal to the Net Asset Value per Unit for the applicable class on each Valuation Date (determined in accordance with the Trust Agreement). The Net Asset Value per Unit of any one class of Units need not be equal to the Net Asset Value per Unit of any other class.

The Manager shall be entitled to delegate any of its powers and obligations to a valuation service provider, including, but not limited to, the Trustee or any of its affiliates, by entering into an administration services agreement relating to the calculation of the Net Asset Value of the Fund and the Class Net Asset Value for each class of Units on each Valuation Date. As of the date hereof, the Manager has retained CIBC Mellon Trust Company pursuant to an administration services agreement to, among other things, provide valuation and financial reporting services to the Fund and to calculate the Net Asset Value of the Fund and the Class Net Asset Value for each class of Units on each Valuation Date. See "Record-keeper and Fund Reporting". For greater certainty, the calculation of the Net Asset Value of the Fund and the Class Net Asset Value for each class of Units on each Valuation Date pursuant to this section is for the purposes of determining subscription prices and redemption values of Units and not for the purposes of accounting in accordance with IFRS.

See the Trust Agreement for a full and complete description of the determination of the Net Asset Value of the Fund and the Class Net Asset Value for each class of Units on each Valuation Date.

DISTRIBUTIONS

Unitholders of Class A1, Class D, Class E, Class F1, Class FD, Class I Units, Class I1 Units and Class I3 Units will be entitled to receive a monthly distribution equal to 100% of the Net Income of the Fund attributable to such classes, as applicable, from the preceding month. Monthly distributions to Unitholders of Class A1, Class E, Class F1,Class I, Class I1 and Class I3 Units will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution, unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. Monthly distributions to Unitholders of Class D and Class FD Units will be made in cash.

The Fund reserves the right to adjust the distribution amount for Class A1, Class D, Class E, Class F1, Class FD, Class I Units, Class I1 Units and Class I3 Units if deemed appropriate. Additional distributions of income, if any, and distributions of realized capital gains if any, will be made annually in December.

For Class FT Units and Class T Units, Unitholders will receive a target monthly distribution of approximately 6% per annum. These distributions are not guaranteed and may change at any time at the sole discretion of the Manager. Throughout the year, such monthly distributions to Unitholders will be a combination of returns of capital, net income and/or net realized capital gains. Monthly distributions to Unitholders of Class FT Units and Class T Units will be made in cash. Purchasers should not confuse these distributions with the rate of return or yield on Class FT Units or Class T Units, as applicable. Additional distributions of income, if any, and distributions of realized capital gains if any, will be made annually in December.

The Fund will distribute in each year such portion of its annual Net Income and Net Realized Capital Gains (as such term is defined in the Trust Agreement) as will result in the Fund paying no tax under the Tax Act. The Net Income and Net Realized Capital Gains of the Fund for the period since the immediately preceding date on which Net Income and Net Realized Capital Gains were calculated will be

calculated as of the close of business on the last Valuation Date in each fiscal year and as of such other dates during the year as the Manager in its discretion may decide. Allocations and distributions of capital gains will generally be made by reference to the number of Units held as of the close of business on the last Valuation Date in each fiscal year (or such other distribution date as may be determined by the Manager); however, the Manager may make allocations in a manner to fairly reflect, as best as possible, subscriptions and redemptions made during the year.

Any distributions to Unitholders shall be accompanied by a statement advising the Unitholders of the source of the funds so distributed so that distributions of ordinary income, dividends, return of capital and capital gains will be clearly distinguished, or, if the source of funds so distributed has not been determined, the communication shall so state, in which event the statement of the source of funds shall be forwarded to Unitholders promptly after the close of the fiscal year in which the distribution was made.

The Manager on behalf of the Fund may cause to be paid such additional distributions of monies or properties of the Fund and make such designations, determinations and allocations for tax purposes of amounts or portions of amounts which the Fund has received, paid, declared payable or allocated to Unitholders and of expenses incurred by the Fund and of tax deductions of which the Fund may be entitled as the Manager may, in its sole discretion, determine. The Manager, in its sole discretion, may allocate and, where applicable, designate to a Unitholder who has redeemed Units during a year an amount equal to any Net Realized Capital Gains realized by the Fund for the year as a result of the disposition of any of the Fund Property to satisfy the Redemption Notice given by such Unitholder or such other amount that is determined by the Manager to be reasonable.

UNITHOLDER MEETINGS

Meetings of Unitholders will be held by the Manager or the Trustee at such time and on such day as the Manager or the Trustee may from time to time determine for the purpose of considering the matters required to be placed before such meetings and for the transaction of such other matters as the Manager or the Trustee determines. Unitholders holding not less than 50% of the outstanding Units may requisition a meeting of Unitholders by giving a written notice to the Manager or the Trustee setting out in detail the reason(s) for calling and holding such a meeting.

Notice of the time and place of each meeting of Unitholders will be given not less than 21 days before the day on which the meeting is to be held to each Unitholder of record at the close of business on the day on which the notice is given. Notice of a meeting of Unitholders will state the general nature of the matters to be considered by the meeting. A meeting of Unitholders may be held at any time and place without notice if all the Unitholders entitled to vote thereat are present in person or represented by proxy or, if those not present or represented by proxy waive notice of, or otherwise consent to, such meeting being held.

A quorum for the transaction of business at any meeting of Unitholders shall be at least two Unitholders holding not less than 5% of the outstanding Units on such date present in person or represented by proxy and entitled to vote thereat. If a quorum is not present at a meeting within 30 minutes after the time fixed for the meeting, the meeting shall be adjourned to a date fixed by the chairman of the meeting not later than 14 days thereafter at which adjourned meeting the Unitholders present in person or represented by proxy shall constitute a quorum. The chairman at a meeting of Unitholders may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place.

At any meeting of Unitholders every person shall be entitled to vote who, as at the end of the business day immediately preceding the date of the meeting, is entered in the register of Unitholders, unless in the notice of meeting and accompanying materials sent to Unitholders in respect of the meeting a record date is established for persons entitled to vote thereat.

At any meeting of Unitholders a proxy duly and sufficiently appointed by a Unitholder shall be entitled to exercise, subject to any restrictions expressed in the instrument appointing him, the same voting rights that the Unitholder appointing him would be entitled to exercise if present at the meeting. A proxy need not be a Unitholder. An instrument appointing a proxy shall be in writing and shall be acted on only if, prior to the time of voting, it is deposited with the chairman of the meeting or as may be directed in the notice calling the meeting.

At any meeting of Unitholders every question shall, unless otherwise required by the Trust Agreement or applicable laws, be determined by the majority of the votes duly cast on the question. Subject to the provisions of the Trust Agreement or applicable laws, any question at a meeting of Unitholders shall be decided by a show of hands unless a poll thereon is required or demanded. Upon a show of hands every person who is present and entitled to vote shall have one vote. If demanded by any Unitholder at a meeting of Unitholders or required by applicable laws, any question at such meeting shall be decided by a poll. Upon a poll each person present shall be entitled, in respect of the Units which he is entitled to vote at the meeting upon the question, to one vote for each whole Unit held and the result of the poll so taken shall be the decision of the Unitholders upon the said question.

Any resolution consented to in writing by Unitholders holding 66⅔% of the Units then outstanding is as valid as if it had been passed at a meeting of Unitholders.

AMENDMENTS TO THE TRUST AGREEMENT

Any provision of the Trust Agreement may be amended, deleted, expanded or varied by the Manager, with the approval of the Trustee, upon notice to Unitholders, if the amendment, in the opinion of counsel for either the Trustee or the Manager, does not constitute a material change and does not relate to any of the matters specified below. Notwithstanding the foregoing, no amendment shall be made which adversely affects the pecuniary value of the interest of any Unitholder or restricts any protection provided to the Trustee or increases the responsibilities of the Trustee under the Trust Agreement.

Any provision of the Trust Agreement may be amended, deleted, expanded or varied with the consent of the Unitholders, for any of the following purposes:

(a) the basis of the calculation of a fee or expense that is charged to the Fund is changed in a way that could result in an increase in charges to the Fund;

(b) the Manager is changed, unless the new manager is an affiliate of the current manager or the new manager occurs primarily as a result of restructuring corporations, limited partnerships or other entities under similar control and ownership and which results in no material change to the day-today management, administration or operation of the Fund;

(c) the Fund undertakes a reorganization with, or transfers its assets to, another investment fund, if (i) the Fund ceases to continue after the reorganization or transfer of assets, and (ii) the transaction results in the Unitholders becoming unitholders in the other investment fund; or

(d) the Fund undertakes a reorganization with, or acquires assets from, another investment fund, if (i) the Fund continues after the reorganization or acquisition of assets, (ii) the transaction results in the unitholders of the other investment fund becoming Unitholders in the Fund, and (iii) the transaction would be a material change to the Fund.

Notice of any amendment to the Trust Agreement shall be given in writing to Unitholders and any such amendment shall take effect on a date to be specified therein, which date shall be not less than 60 days after notice of the amendment is given to Unitholders, except that the Manager and the Trustee may agree that any amendment shall become effective at an earlier time if that seems desirable and the amendment is not detrimental to the interest of any Unitholder. See "Unitholder Meetings".

TERMINATION OF THE FUND

The Fund does not have a fixed termination date. The Fund may be terminated and dissolved in the event of any of the following: (i) there are no outstanding Units; (ii) the Trustee or the Manager resigns and no successor is appointed within the time limits prescribed in the Trust Agreement; (iii) the Manager is, in the opinion of the Trustee, in material default of its obligations under the Trust Agreement and such default continues for 180 days from the date that the Manager receives notice of such material default from the Trustee; (iv) the Manager has been declared bankrupt or insolvent or has entered into liquidation or winding-up, whether compulsory or voluntary (and not merely a voluntary liquidation for the purposes of amalgamation or reconstruction); (v) the Manager makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; or (vi) the assets of the Manager have become subject to seizure or confiscation by any public or governmental authority.

Prior to the Termination of the Fund, the Manager will satisfy or make appropriate provision for all liabilities of the Fund.

The Manager may at any time terminate and dissolve the Fund by giving to the Trustee and each Unitholder written notice of its intention to terminate at least 90 days before the date on which the Fund is to be terminated.

In the event of the winding-up of the Fund, the rights of Unitholders to require redemption of any or all of their Units shall be suspended, the Manager shall make appropriate arrangements for converting the investments of the Fund into cash and the Trustee shall proceed to wind-up the affairs of the Fund in such manner as seems to it to be appropriate. The assets of the Fund remaining after paying or providing for all obligations and liabilities of the Fund shall be distributed among the Unitholders registered as at the close of business on the termination date in accordance with the Trust Agreement. Distributions of Net Income and Net Realized Capital Gains shall, to the extent not inconsistent with the orderly realization of the assets of the Fund, continue to be made in accordance with the Trust Agreement until the Fund has been wound up.

Notwithstanding the foregoing, if authorized by the holders of more than 50% of the outstanding Units, the assets of the Fund may be, in the event of the winding-up of the Fund, distributed to the Unitholders on the termination of the Fund *in specie* in whole or in part, and the Trustee shall have complete discretion to determine the assets to be distributed to any Unitholder and their values for distribution purposes.

CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a general summary of the principal Canadian federal income tax considerations under the Tax Act applicable to Unitholders who are individuals (other than a trust) and who, for the purposes

of the Tax Act, are resident in Canada, deal at arm's length, and are not affiliated, with the Fund and hold their Units as capital property. Units will generally be considered capital property of a Unitholder unless the Unitholder holds the Units in the course of carrying on a business of trading or dealing in securities or has acquired the Units in a transaction or transactions considered to be an adventure in the nature of trade. Provided that the Fund qualifies as a "mutual fund trust" for purposes of the Tax Act, certain Unitholders who might not otherwise be considered to hold their Units as capital property may, in certain circumstances, be entitled to make the irrevocable election permitted by subsection 39(4) of the Tax Act to have their Units and each other "Canadian security" (as defined in the Tax Act) owned by the person in the year in which the election is made and in each subsequent year, treated as capital property for purposes of the Tax Act.

This summary is based on the current provisions of the Tax Act and the Income Tax Regulations, all specific proposals to amend the Tax Act and the Income Tax Regulations publicly announced by the Minister of Finance (Canada) prior to the date hereof (the "**Tax Proposals**") and the current administrative and assessing policies of the Canada Revenue Agency ("**CRA**"). There can be no assurance that the Tax Proposals will be implemented in their current form or at all, nor can there be any assurance that CRA will not change its administrative or assessing practices. Except for the Tax Proposals, this summary does not otherwise take into account or anticipate any change in the law, whether by legislative, governmental or judicial decision or action, which may affect adversely any income tax consequences described herein, and does not take into account provincial, territorial or foreign tax considerations, which may differ significantly from those described herein.

This summary is not applicable to a Unitholder that is a "financial institution" (as defined in the Tax Act for purposes of the "mark-to-market" rules), that is a "specified financial institution" (as defined in the Tax Act), to whom the functional currency reporting rules in the Tax Act apply, an interest in which is a "tax shelter investment" (as defined in the Tax Act) or that has entered into or enters into, with respect to the Units, a "synthetic disposition arrangement" or a "derivative forward agreement" as those terms are defined in the Tax Act. Any such Unitholder should consult its own tax advisor with regard to its income tax consequences.

This summary assumes that the Fund will not be a "SIFT trust" (as defined in subsection 122.1 of the Tax Act) at any relevant time based on the assumption that the Units will at no time be listed or traded on a stock exchange or other "public market" (as defined in the Tax Act).

This summary is not exhaustive of all possible Canadian federal tax considerations applicable to an investment in Units and is not intended to constitute legal or tax advice. The income and other tax consequences will vary depending on a taxpayer's particular circumstances. Accordingly, prospective purchasers should consult their own tax advisors about their individual circumstances.

Qualification as a Mutual Fund Trust

This summary is based on the assumption that the Fund will qualify at all times as a "mutual fund trust" within the meaning of the Tax Act. One of the conditions to qualify as a mutual fund trust for purposes of the Tax Act is that the Fund was not established or is not maintained primarily for the benefit of non-residents and that not more than 50% of the Units will be held by non-residents of Canada, non-Canadian partnerships, or any combination thereof. The Fund has adopted mechanisms to ensure that the latter requirement with respect to restrictions on holdings by non-residents will be met.

If the Fund were not to qualify as a mutual fund trust at all times, the income tax considerations described below and under "Eligibility for Investment" would, in some respects, be materially and adversely different.

Taxation of the Fund

In each year, income of the Fund, including the taxable portion of capital gains, if any, that is not paid or made payable to Unitholders in that year will be taxed in the Fund under Part I of the Tax Act. Provided the Fund distributes all of its net income and net taxable capital gains to the Unitholders on an annual basis, it will generally not be liable for any income tax under Part I of the Tax Act. The Trust Agreement requires that sufficient amounts be paid or made payable each year so that the Fund will not be liable for any income tax under Part I of the Tax Act. Income of the Fund which is derived from foreign sources may be subject to foreign taxes which may, within certain limits, be either deducted from taxable income in the Fund or allocated to Unitholders to potentially offset taxes payable on foreign source income.

The Fund is entitled to deduct in computing income reasonable administrative and other operating expenses (other than expenses on account of capital) incurred by it for the purposes of earning its income.

Losses incurred by the Fund in a taxation year cannot be allocated to Unitholders, but may be deducted by the Fund in future years in accordance with the Tax Act.

Taxation of Unitholders

Unitholders will be required to include in their income for tax purposes for a particular year the amount of net income and net taxable capital gains, if any, paid or payable to them by the Fund. Certain provisions of the Tax Act permit the Fund to make designations that have the effect of flowing through to the Unitholders the income and taxable capital gains realized by the Fund. To the extent that appropriate designations are made by the Fund, taxable dividends on shares of taxable Canadian corporations and net taxable capital gains realized by the Fund will be taxable to Unitholders as if such income had been received by them directly. Income of the Fund derived from foreign sources may be subject to foreign withholding taxes which, to the extent permitted by the Tax Act, may be claimed as a deduction or credit by Unitholders. To the extent that amounts are designated as taxable dividends from taxable Canadian corporations, the normal gross-up and dividend tax credit rules will apply including, for taxable dividends which are designated as "eligible dividends", the enhanced gross-up and dividend tax credit. To the extent that distributions to Unitholders exceed the net income and net taxable capital gains of the Fund for the year, such excess distributions will generally be a return of capital and will not be taxable in the hands of the Unitholder, but will reduce the adjusted cost base ("**ACB**") to the Unitholder of such Unitholder's Units, except to the extent such amount is the non-taxable portion of a capital gain of the Fund the taxable portion of which was designated to the Unitholder. To the extent that the ACB of a Unit would be less than zero, the negative amount will be deemed to be a capital gain realized by the Unitholder from the disposition of the Unit and the Unitholder's ACB of the Units will be increased by the amount of such deemed capital gain. If any transactions of the Fund are reported by it on capital account but are subsequently determined by the CRA or any other taxation authority to be on income account, there may be an increase in the net income of the Fund for tax purposes and the taxable component of amounts distributed to Unitholders, with the result that the taxable income of Unitholders may be increased.

Upon the actual or deemed disposition of a Unit, including the redemption of a Unit by the Fund, a capital gain (or a capital loss) will generally be realized to the extent that the proceeds of disposition of the Unit exceed (or are exceeded by) the aggregate of the ACB of the Unit to the Unitholder and any costs of disposition. Under the Tax Act, one-half of capital gains are included in an individual's income and one-half of capital losses ("**allowable capital losses**") are deducted against taxable capital gains realized in the year. Any unused allowable capital losses may be carried back up to three years and forward indefinitely and deducted against net taxable capital gains realized in any such other year to the extent and under the circumstances described in the Tax Act.

If a Unitholder redeems Units, the Fund may distribute net income or net taxable capital gains realized by the Fund in the year to the holder as partial payment of the redemption price for the Units. Any net income or net taxable capital gains so distributed must be included in the calculation of the Unitholder's income in the manner described above. The Fund will generally not be entitled to deduct in computing its income (i) the portion of a capital gain of the Fund distributed to a Unitholder on a redemption of Units that is greater than the Unitholder's accrued gain, and (ii) any income distributed to a Unitholder on a redemption of Units if the Unitholder's proceeds of disposition are reduced by the distribution.

Any front-end sales charges payable by Unitholders to registered dealers on the acquisition of Units are not deductible by Unitholders but are added to the ACB of the Units purchased. The cost of Units must be averaged with the ACB of all other Units held by the Unitholder at such time as capital property.

The reclassification of Units as Units of another class of the Fund should not be considered to be a disposition for tax purposes and, accordingly, the Unitholder should not realize a gain or a loss as a result of a reclassification. The Unitholder's ACB of the Units received for the Units of another class will equal the ACB of the former Units.

Unitholders will be advised each year of the amount of net income, net taxable capital gains and return of capital paid or payable to them, the amount of net income considered to have been received as a taxable dividend and the amount of any foreign taxes considered to have been paid by them. Individuals may be liable for AMT in respect of dividends received from taxable Canadian corporations and realized net taxable capital gains.

A Unitholder's share of distributions paid by the Fund will be based on the number of Units held by the Unitholder on the record date of the distribution regardless of how long the Unitholder has owned his, her or its Units. Where a Unitholder buys Units, the Net Asset Value of the Units, and therefore the price paid for the Unit, may reflect income and gains that have accrued in the Fund which have not yet been realized or distributed. When such income and gains are distributed by the Fund, the Unitholder will be required to include the Unitholder's share of the distribution in the Unitholder's income even though some of the distribution the Unitholder received may reflect the purchase price paid by the Unitholder for the Units. This effect could be particularly significant if the Unitholder purchases Units just before a record date for distribution by the Fund.

Eligibility for Investment

Provided the Fund qualifies at all relevant times as a "mutual fund trust" for the purposes of the Tax Act, Units will be "qualified investments" under the Tax Act for Tax Deferred Plans.

Notwithstanding that Units will be qualified investments for Tax Deferred Plans, the annuitant of a RRSP or RRIF, the holder of a TFSA or RDSP, or the subscriber of a RESP, as the case may be, will be subject to penalty taxes in respect of the Units if such properties are a "prohibited investment" (as defined in the Tax Act) for the RRSP, RRIF, TFSA, RDSP or RESP, as applicable. The Units will not be a "prohibited investment" provided that the holder, annuitant or subscriber, as the case may be: (i) deals at arm's length with the Fund, and (ii) does not have a "significant interest" in the Fund (within the meaning of the Tax Act). Generally, a holder, annuitant or subscriber, as the case may be, will not have a significant interest in the Fund unless they own interests as a beneficiary under the Fund that have a fair market value of 10% or more of the fair market value of the interests of all beneficiaries under the Fund, either alone or together with persons and partnerships with whom they do not deal at arm's length. In addition, the Units will generally not be a "prohibited investment" if the Units are "excluded property" as defined in the Tax Act for purposes of the prohibited investment rules. Investors who choose to purchase Units through a Tax Deferred Plan should consult their own tax advisors.

TAX INFORMATION REPORTING

Pursuant to the Canada-U.S. IGA, and related Canadian legislation, the Fund and the Manager are required to report certain information (including certain financial information) with respect to Unitholders who are U.S. residents and U.S. citizens (including U.S. citizens who are residents or citizens of Canada), and certain other "U.S. Persons" as defined under the Canada-U.S. IGA (excluding registered plans such as registered retirement savings plans), to the CRA. It is expected that the CRA will then exchange the information with the U.S. Internal Revenue Service. In addition, to meet the objectives of the Organization for Economic Cooperation and Development Common Reporting Standard (the "**CRS**"), the Fund and the Manager are required under Canadian legislation to identify and report to the CRA details and certain financial information relating to Unitholders in the Fund who are residents in a country other than Canada and the U.S. which has adopted the CRS. The CRA is expected to provide that information to the authorities of the relevant jurisdiction that has adopted the CRS. By investing in the Fund and providing residency and identity information, each Unitholder is deemed to consent to the Fund disclosing any required information to the CRA with respect to the Fund's obligations as set out above.

RISK FACTORS

An investment in Units involves certain risks, including risks associated with the investment objective and strategy of the Fund. The following risk factors do not purport to be a complete explanation of all risks involved in purchasing Units. Prospective investors should read this entire Offering Memorandum and consult with their legal and other professional advisors before determining whether to invest in Units.

Risks Associated with an Investment in the Fund

Speculative Investment

AN INVESTMENT IN THE FUND MAY BE DEEMED SPECULATIVE, IS NOT GUARANTEED AND IS NOT INTENDED AS A COMPLETE INVESTMENT PROGRAM. A SUBSCRIPTION FOR UNITS SHOULD BE CONSIDERED ONLY BY PERSONS FINANCIALLY ABLE TO MAINTAIN THEIR INVESTMENT AND WHO CAN BEAR THE RISK OF LOSS ASSOCIATED WITH AN INVESTMENT IN THE FUND AND THE LACK OF LIQUIDITY INHERENT IN AN INVESTMENT IN THE FUND. INVESTORS IN THE FUND MUST BE PREPARED TO BEAR SUCH RISKS FOR AN EXTENDED PERIOD OF TIME. INVESTORS SHOULD REVIEW CLOSELY THE INVESTMENT OBJECTIVE, STRATEGY AND RESTRICTIONS TO BE UTILIZED BY THE FUND AS OUTLINED HEREIN TO FAMILIARIZE THEMSELVES WITH THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE FUND. NO ASSURANCE CAN BE GIVEN THAT THE FUND'S INVESTMENT OBJECTIVES WILL BE ACHIEVED OR THAT INVESTORS WILL RECEIVE A RETURN OF THEIR CAPITAL.

General Investment Risk

The Net Asset Value of the Fund will vary directly with the market value and return of the investment portfolio of the Fund.

General Economic and Market Conditions

The success of the Fund's investments may be affected by general economic and market conditions, such as interest rates, availability of credit, inflation rates, economic uncertainty, global pandemics, changes in laws and national and international political circumstances. These factors may affect the level and

volatility of investment prices and the liquidity of the Fund's investments. Unexpected volatility or illiquidity could impair the Fund's profitability or result in losses. Ongoing events in the fixed income markets have caused, and could cause, significant dislocations, illiquidity and volatility in the leveraged loan, high yield bond and structured credit markets, as well as in the wider global financial markets. To the extent the borrowers to whom the Fund provides ABL facilities participate in such markets, the results of their operations may suffer. In addition, adverse economic events may impact the availability of credit to businesses generally and could lead to an overall weakening of the Canadian, U.S. and global economies. Any resulting economic downturn could adversely affect the financial resources of the borrowers in the Portfolio and their ability to make principal and interest payments on, or refinance outstanding debt when due. In the event of such defaults, the Fund could lose both invested capital and anticipated profits from such borrowers.

In addition, current global economic conditions may materially and adversely affect (i) the ability of the Fund, the borrowers in the Portfolio or their respective affiliates to access the credit markets on favorable terms or at all in connection with the financing or refinancing of investments; (ii) the ability or willingness of certain counterparties to do business with the Fund or its affiliates; (iii) the Fund's exposure to the credit risk of others in its dealings with various counterparties (for example, in connection with loan syndicates or the maintenance with financial institutions of reserves in cash or cash equivalents); (iv) demand for the products and services offered by the borrowers in the Portfolio; (v) overall prospects of the Fund's ABL investments; and (vi) the Fund's ability to exit its investments at desired times, on favorable terms or at all.

Disease and Epidemics

The impact of disease and epidemics may have a negative impact on the Manager, the Sub-Advisor, and their respective affiliates, the Fund and the borrowers in the Portfolio and their performance and financial positions. In December 2019, a novel strain of coronavirus knows as COVID-19 surfaced in Wuhan, China, and has spread around the world, with resulting business and social disruption. COVID-19 was declared a Public Health Emergency of International Concern by the World Health Organization on January 30, 2020. COVID-19 has resulted in health and other government authorities recommending or requiring the closure of offices or other businesses, and has also resulted in a general economic decline, supply chain and delivery interruptions, travel restrictions and increased rates of unemployment. The duration and depth of the economic dislocation caused by COVID-19 remains uncertain. Renewed outbreaks of COVID-19 or other epidemics or the outbreaks of new epidemics could result in health or other government authorities recommending or requiring the closure of offices or other businesses, and could also result in a general economic decline. Moreover, the Manager's and Sub-Advisor's, and their respective affiliates', operations and those of the Fund or the borrowers in the Portfolio could be negatively affected if personnel are quarantined as the result of, or in order to avoid, exposure to a contagious illness. Similarly, travel restrictions or operational issues resulting from the rapid spread of contagious illnesses may have a material adverse effect on business and results of operations. A resulting negative impact on economic fundamentals and consumer confidence may negatively impact market value, increase market volatility, cause credit spreads to widen, and reduce liquidity, all of which could have an adverse effect on the business of the Manager, the Sub-Advisor, and their respective affiliates, the Fund and the borrowers in the Portfolio. The duration of the business disruption and related financial impact caused by a widespread health crisis cannot be reasonably estimated. The extent to which COVID-19 (or any other disease or epidemic) impacts business activity or investment results will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of the coronavirus and the actions required to contain this coronavirus or treat its impact, among others.

Class Risk

Each class of Units has its own fees and expenses which are tracked separately. If for any reason, the Fund is unable to pay the expenses of one class of Units using that class' proportionate share of the Fund's assets, the Fund will be required to pay those expenses out of the other classes' proportionate share of the Fund's assets. This could effectively lower the investment returns of the other class or classes of Units even though the value of the investments of the Fund might have increased.

Changes in Investment Strategy

The Manager may alter the Fund's investment objective, strategies and restrictions without prior approval by Unitholders to adapt to changing circumstances.

Limited Ability to Liquidate Investment

There is no formal market for the Units and one is not expected to develop. This offering of Units is not qualified by way of prospectus and, consequently, the resale of Units is subject to restrictions under applicable securities legislation. In addition, Unit transfers are subject to approval by the Manager. Accordingly, it is possible that Unitholders may not be able to resell their Units other than by way of a redemption of their Units on a Valuation Date, which redemption will be subject to the limitations described under "Redemption of Units". As noted below, Unitholders may not be able to liquidate their investments in a timely manner.

Capital Depletion Risk

Certain classes of Units are designed to provide cash flow to investors. Where this cash flow exceeds the Net Income and Net Realized Capital Gains attributable to that class of Units, it will include a return of capital. A return of capital means a portion of the cash flow given back to a Unitholder is generally money that was invested in a Fund as opposed to the returns generated by such investment. Such distributions should not be confused with "yield" or "income". Returns of capital that are not reinvested will reduce the total net asset value of the particular class of Units. Additionally, returns of capital will reduce the total assets of the Fund available for investment, which may reduce the ability of the Fund to generate future income. No conclusions should be drawn about the Fund's performance from the amount of such distributions.

Redemptions

Redemptions are permitted only on a Valuation Date. There are circumstances in which the Fund may suspend redemptions. See "Redemption of Units". Accordingly, Units may not be an appropriate investment for investors seeking liquidity. Substantial redemptions of Units could require the Fund to liquidate positions more rapidly than otherwise desirable to raise the necessary cash to fund redemptions and achieve a market position appropriately reflecting a smaller asset base. Such factors could adversely affect the value of the Units redeemed and of the Units that remain outstanding. See "Risks Associated with the Fund's Underlying Investments – Liquidity of Underlying Investments".

Number of Units Redeemed May Vary

If during any three-month period, the Manager has received from one or more Unitholders an acceptable Redemption Notice to redeem in aggregate 5% or more of the outstanding Units, the Manager may, in its discretion, choose to redeem such Units in equal Unit amounts over a period of up to 18 months beginning on the first Valuation Date which is at least 120 calendar days following receipt of such

Redemption Notice, or in one aggregated payment at any time during the period of 18 months beginning on the first Valuation Date which is at least 120 calendar days following receipt of such Redemption Notice. Each such redemption shall be made on a Valuation Date. The Redemption Amount payable to Unitholders will be adjusted by changes in the Net Asset Value of the Fund during this period and calculated on each Valuation Date in respect of the payment to be made on such date. Accordingly, the total Redemption Amount received by a redeeming Unitholder during this period may be different than the total Redemption Amount payable calculated based on the Net Asset Value of the Fund on the first Valuation Date at the beginning of such 18 month period.

Unitholders not Entitled to Participate in Management

Unitholders are not entitled to participate in the management or control of the Fund or its operations. Unitholders do not have any input into the Fund's trading activities. The success or failure of the Fund will ultimately depend on the indirect investment of the assets of the Fund by the Manager and Sub-Advisor with whom the Unitholders will not have any direct dealings.

Reliance on the Manager

The Fund will be relying on the ability of the Manager to actively manage the assets of the Fund. There can be no assurance that satisfactory replacements for the Manager will be available, if the Manager ceases to act as such. Termination of the Manager will not terminate the Fund, but will expose investors to the risks involved in whatever new investment management arrangements will be negotiated with a replacement manager for the Fund.

Dependence of the Manager on Key Personnel

The Manager will depend, to a great extent, on the services of a limited number of individuals in the management and administration of the Fund's activities. The loss of one or more of such individuals for any reason could impair the ability of the Manager to perform its investment management activities on behalf of the Fund.

Reliance on the Sub-Advisor

The Fund relies on the ability of the Sub-Advisor to actively manage the portfolio of ABL and other investments held directly by the Fund. The Sub-Advisor will make the actual trading decisions upon which the success of the Fund will depend significantly. No assurance can be given that the trading approaches utilized by the Sub-Advisor will prove successful. There can be no assurance that satisfactory replacements for the Sub-Advisor will be available, if needed. Termination of the Sub-Advisory Agreement will not terminate the Fund, but will expose investors to the risks involved in whatever new investment management arrangements the Manager is able to negotiate for and on behalf of the Fund. In addition, the liquidation of securities positions held by the Fund as a result of the termination of the Sub-Advisory Agreement may cause substantial losses to the Fund.

Dependence of Sub-Advisor on Key Personnel

The Sub-Advisor depends, to a great extent, on the services of a limited number of individuals in the administration of the Fund's trading activities. The loss of such services for any reason could impair the ability of the Sub-Advisor to perform its investment management activities on behalf of the Fund. The Sub-Advisor and its affiliates originate, document, monitor, service and actively administer the investments comprising the Portfolio and make decisions upon which the success of the Fund will depend significantly.

The Sub-Advisor and Manager Receive Management Fees and Performance Fees on the Net Asset Value of the Fund, which includes Payment-in-Kind payments that may never be recovered.

The Sub-Advisor and Manager are entitled to the Management Fee paid monthly and the Performance Fee paid quarterly. This Performance Fee is based on the difference by which the return in the Net Asset Value per Unit of the particular class of Units (before calculation and accrual for the Performance Fee and after making necessary adjustments to account for distributions made by the Fund) from the beginning of the quarter (or inception date of the class of Units) to the end of the quarter exceeds the Hurdle Rate for the previous period (or prorated for partial quarters of less than 3 months), plus applicable HST. The Net Asset Value of the Fund may include accruals for payment-in-kind payments received from the borrowers and therefore the Sub-Advisor and Manager receive fees on payments that may never actually be received from a borrower.

The Sub-Advisor and Manager are entitled to the Management Fee paid monthly and the Performance Fee paid quarterly. This Performance Fee is based on the difference by which the return in the Net Asset Value per Unit of the particular class of Units (before calculation and accrual for the Performance Fee and after making necessary adjustments to account for distributions made by the Fund) from the beginning of the quarter (or inception date of the class of Units) to the end of the quarter exceeds the Hurdle Rate for the previous period (or prorated for partial quarters of less than 3 months), plus any applicable HST. The Net Asset Value of the Fund may include accruals for payment-in-kind payments received from the borrowers and therefore the Sub-Advisor and Manager receive fees on payments that may never actually be received from a borrower. The existence of performance fee arrangements may create an incentive for speculative investment and, thus, may create a potential conflict for the Sub-Advisor to make investments that are more speculative and subject to greater risk than would be made if no such arrangements existed.

No Ownership Interest in the Portfolio

An investment in Units does not constitute an investment by Unitholders in the securities included in the Portfolio. Unitholders will not own any securities held by the Fund or held in the Portfolio.

Distributions

The Fund is not required to distribute its profits. If the Fund has taxable income for Canadian federal income tax purposes for a fiscal year, such income will be distributed to Unitholders in accordance with the provisions of the Trust Agreement as described under "Distributions" and will be required to be included in computing the Unitholder's income for tax purposes, irrespective of the fact that cash may not have been distributed to such Unitholders. Since Units may be acquired or redeemed on a monthly basis and distributions of income and losses of the Fund to Unitholders are anticipated to be made on a monthly basis, such distributions to a particular Unitholder may not correspond to the economic gains and losses which such Unitholder may experience. While monthly distributions of approximately 6% per annum are expected to be made to Unitholders holding Class FT Units and Class T Units, such distributions may not correspond to the economic gains and losses which such Unitholders may experience.

Potential Indemnification Obligations

Under certain circumstances, the Fund might be subject to significant indemnification obligations in favour of the Trustee, the Manager or certain parties related to them. The Fund will not carry any insurance to cover such potential obligations and, to the Manager's knowledge, none of the foregoing parties will be insured for losses for which the Fund has agreed to indemnify them. Any indemnification paid by the Fund would reduce the Net Asset Value of the Fund and, by extension, the Net Asset Value per Unit.

Liability of Unitholders

The Trust Agreement provides that no Unitholder will be subject to any liability whatsoever, in tort, contract or otherwise, to any person in connection with the investment obligations, affairs or assets of the Fund and all such persons shall look solely to the Fund's assets for satisfaction of claims of any nature arising out of or in connection therewith. There is a risk, which is considered by the Manager to be remote in the circumstances, that a Unitholder could be held personally liable, notwithstanding the foregoing statement in the Trust Agreement, for obligations of the Fund to the extent that claims are not satisfied out of the assets of the Fund. It is intended that the operations of the Fund will be conducted in such manner so as to minimize such risk. In the event that a Unitholder should be required to satisfy any obligation of the Fund, such Unitholder will be entitled to reimbursement from any available assets of the Fund.

No Separate Counsel and No Independent Verification

Norton Rose Fulbright Canada LLP acts as legal counsel to the Manager and the Fund as to matters of Canadian law. The Fund does not have counsel separate and independent from counsel to the Manager. Norton Rose Fulbright Canada LLP does not represent investors in the Fund, and no independent counsel has been retained to act on behalf of Unitholders. Norton Rose Fulbright Canada LLP is not responsible for any acts or omissions of the Manager or the Fund (including their compliance with any guidelines, policies, restrictions or applicable law, or the selection, suitability or advisability of their investment activities) or any administrator, accountant, custodian/prime broker or other service provider to the Manager or the Fund. This Offering Memorandum is based on information furnished by the Manager. Norton Rose Fulbright Canada LLP has not independently verified that information.

No Involvement of Unaffiliated Selling Agent

No outside selling agent unaffiliated with the Manager has made any review or investigation of the terms of this offering, the structure of the Fund or the background of the Manager.

Not a Public Mutual Fund

The Fund is not subject to the restrictions placed on public mutual funds to ensure diversification and liquidity of the Fund's investment portfolio.

Capital Depletion Risk

Class FT Units and Class T Units are designed to provide a cash flow to investors based on a target distribution rate. Where this cash flow exceeds the net income and net realized capital gains attributable to the Class FT Units or Class T Units, it could include a return of capital. A return of capital means the cash flow given back to Unitholders is generally money that Unitholders originally invested in the Fund, as opposed to the returns generated by the investment. This distribution to you should not be confused with "yield" or "income". Returns of capital that are not reinvested by holders of Class FT Units or Class T Units will reduce the Net Asset Value per Unit of the Class FT Units and Class T Units, as applicable. You should not draw any conclusions about the Fund's performance from the amount of this distribution.

Charges to the Fund

Although the Fund is not currently obligated to pay any management fees and/or performance fees to the Manager or to any investment manager appointed by the Manager, the Fund is obligated to pay brokerage commissions and Trustee, custodian, prime broker, record-keeper, legal, accounting, filing and other expenses regardless of whether the Fund realizes profits. See "Fees and Expenses – Operating Expenses Payable by the Fund".

Use of a Prime Broker to Hold Assets

Some of the Portfolio's assets may be held in one or more margin accounts due to the fact that the Fund may engage in hedging transactions. The margin accounts may provide less segregation of customer assets than would be the case with a more conventional custody arrangement. The prime broker may also lend, pledge or rehypothecate the Portfolio's assets in such accounts, which may result in a potential loss of such assets. As a result, a portion of the Fund's assets could be frozen and inaccessible for withdrawal or subsequent trading for an extended period of time if the prime broker experiences financial difficulty. In such case, the Fund may experience losses due to insufficient assets at the prime broker to satisfy the claims of its creditors, and adverse market movements while its positions cannot be traded.

Changes in Legislation

There can be no assurance that applicable laws, or other legislation, legal and statutory rights will not be changed in a manner which adversely affects the Fund and its Unitholders. There can be no assurance that income tax, securities and other laws or the interpretation and application of such laws by courts or government authorities will not be changed in a manner which adversely affects the distributions received by the Fund or by the Unitholders.

Information Sharing Requirements and Withholding Tax Risk

Generally, the *Foreign Account Tax Compliance provisions of the U.S. Hiring Incentives to Restore Employment Act* of 2010 (or "**FATCA**") imposes a 30% withholding tax on "withholdable payments" made to an investment entity, unless the investment entity enters into a FATCA agreement with the U.S. Internal Revenue Services (the "**IRS**") (or is subject to an intergovernmental agreement as described below) to comply with certain information reporting and other requirements. Compliance with FATCA will in certain cases require an investment entity to obtain certain information from certain investors and (where applicable) their beneficial owners (including information regarding their identity, residency and citizenship) and to disclose such information, including account balances, and documentation to the IRS.

Under the terms of the intergovernmental agreement between Canada and the U.S. (the "**Canada-U.S. IGA**"), and its implementing provisions under the Tax Act, the Fund will be treated as complying with FATCA and not subject to the 30% withholding tax if the Fund complies with the terms of the Canada-U.S. IGA. Under the terms of the Canada-U.S. IGA, the Fund will not have to enter into an individual FATCA agreement with the IRS but the Fund will be required to report information, including certain financial information, on accounts held by investors that fail to provide information to their financial advisor or dealer related to their citizenship and residency for tax purposes and/or investors that are identified as, or in the case of certain entities as having one or more controlling persons who are, U.S. persons owning, directly or indirectly, an interest in the Fund to the CRA. The CRA will in turn provide such information to the IRS under the existing provisions of the Canada-U.S. IGA. The Canada-U.S. IGA sets out specific accounts that are exempt from being reported, including certain tax deferred plans. By investing in the Fund, the investor is deemed to consent to the Fund disclosing such information to the CRA. If the Fund is unable to comply with any of its obligations under the Canada-U.S. IGA, the imposition of the 30% U.S. withholding tax may affect the value of the Fund's assets and may result in reduced investment returns to Unitholders. It is possible that the administrative costs arising from compliance with FATCA and/or the Canada-U.S. IGA and future guidance may also cause an increase in the operating expenses of the Fund.

Withholdable payments include certain U.S. source income (such as interest, dividends and other passive income) and are subject to withholding tax on or after July 1, 2014. The IRS may, at a future date, impose a 30% withholding tax on ''foreign passthru payments'' but these regulations have yet to be determined.

The foregoing rules and requirements may be modified by future amendments of the Canada-U.S. IGA, and its implementation provisions under the Tax Act, future U.S. Treasury regulations, and other guidance.

Mutual Fund Trust Status

Should the Fund cease to qualify as a mutual fund trust under the Tax Act, the income tax considerations respecting the Fund would be materially different from those described in the summary under "Canadian Federal Income Tax Considerations" and adverse income tax consequences may result, including: (a) Units may cease to be qualified investments for Tax Deferred Plans, (b) the Fund will be subject to alternative minimum tax under the Tax Act, (c) the Fund may be required to pay tax under Part XII.2 of the Tax Act, and (d) the Fund will cease to be eligible for the capital gains refund mechanism available to mutual fund trusts. The Fund may take certain measures in the future to the extent the Fund believes them necessary to ensure that it maintains its status as a mutual fund trust. These measures could be adverse to certain Unitholders.

Risks Associated with the Fund's Underlying Investments

The following risk factors, associated with the Fund's underlying investments, will indirectly impact Unitholders in the Fund.

General Economic and Market Conditions

The success of the Fund's activities may be affected by general economic and market conditions, such as interest rates, availability of credit, inflation rates, economic uncertainty, changes in laws, and national and international political circumstances. These factors may affect the level and volatility of securities prices and the liquidity of the Fund's investments. Unexpected volatility or illiquidity could impair the Fund's profitability or result in losses.

Credit Risk and Default in Repayment Obligations by Borrowers

Credit risk is the risk that a borrower will not honour its commitments and a loss to the Fund may result. In the event of a default by a borrower, there can be no assurance that the Fund will be able to secure repayment of the principal amount or interest accruing under the loan. If the Fund cannot realize on outstanding loans due to a default by its borrowers, its financial condition and operating results will be adversely impacted.

Liquidity of Underlying Investments

The securities in which the Fund intends to invest may be thinly traded. There are no restrictions on the investment of the Fund's assets in illiquid securities. It is possible that the Fund may not be able to sell or repurchase significant portions of such positions without facing substantial adverse prices. If the Fund is required to transact in such securities before its intended investment horizon, the performance of the Fund could suffer. See "Risks Associated with Special Techniques of the Sub-Advisor – Liquidity".

Fixed Income Securities

To the extent that the Fund holds fixed income investments in its portfolio, it will be influenced by financial market conditions and the general level of interest rates in Canada. In particular, if fixed income investments are not held to maturity, the Fund may suffer a loss at the time of sale of such securities.

Equity Securities

To the extent that the Fund holds equity investments in its portfolio, it will be influenced by stock market conditions in those jurisdictions where the securities held by the Fund are listed for trading and by changes in the circumstances of the issuers whose securities are held by the Fund. Additionally, to the extent that the Fund holds any foreign investments in its portfolio, it will be influenced by world political and economic factors and by the value of the Canadian dollar as measured against foreign currencies which will be used in valuing the foreign investment positions held by the Fund.

Decline in the Industries in which the Fund Invests

The Fund is exposed to adverse changes in conditions which affect the values for various products and services that its borrowers provide. These market changes may be regional, national or international in nature and scope or may revolve around a specific asset. Generally risk is increased if the values of the underlying assets securing the loans fall to levels approaching or below the loan amounts. Any decrease in such values may delay the development of the underlying security or business plans of the borrower and may adversely affect the value of the Fund's investment. If the underlying asset against which the loan is secured declines in value, it may not be possible to recover the amount of all of the outstanding loan plus expenses in the event of a default by a borrower. If the Fund is unable to realize on its investment to recover the principal amounts plus amounts on account of accrued interest and expenses in the event of a loan default or defaults, then its financial condition and operating results will be adversely impacted.

Inability to Realize on or Dispose of Security Granted by Borrowers on a Defaulted Loan

The security in respect of loans within the Portfolio may be in a variety of forms including, but not limited to, direct charges on an asset, mortgages, general security agreements, assignments of interests in property, pledges of shares and corporate guarantees. If enforcement of the security is required there may be significant expenses of sale, including legal and other expenses incurred. There can also be no assurance that the net proceeds obtained from the enforcement of any security will be sufficient to recover the outstanding principal and accrued interest due under the relevant loan. In such circumstances, if there is a shortfall, then the financial condition and operating results will be adversely impacted.

Currency Risk

Investment in securities denominated in a currency other than Canadian dollars will be affected by changes in the value of the Canadian dollar in relation to the value of the currency in which the security is denominated. Thus, the value of securities within the Fund's portfolio may be worth more or less depending on their susceptibility to foreign exchange rates.

Foreign Investment Risk

To the extent that the Fund invests in securities of foreign issuers, it will be affected by world economic factors and, in many cases, by the value of the Canadian dollar as measured against foreign currencies. Obtaining complete information about potential investments from foreign markets may also be of greater difficulty. Foreign issuers may not follow certain standards that are applicable in North America, such as accounting, auditing, financial reporting and other disclosure requirements. Political climates may differ, affecting stability and volatility in foreign markets. As a result, the Net Asset Value of the Fund may fluctuate to a greater degree by investing in foreign equities than if the Fund limited its investments to Canadian securities.

Options

Selling call and put options is a highly specialized activity and entails greater than ordinary investment risk. The risk of loss when purchasing an option is limited to the amount of the purchase price of the option, however, investment in an option may be subject to greater fluctuation than an investment in the underlying security. In the case of the sale of an uncovered option there can be potential for an unlimited loss. To some extent this risk may be hedged by the purchase or sale of the underlying security.

Risks Associated with Special Techniques of the Sub-Advisor

The special investment techniques that the Sub-Advisor may use are subject to risks including those summarized below.

Short Sales

The possible losses to the Fund from a short sale of a security differ from losses that could be incurred from a long position in the same security. Losses from a short sale of a security may be unlimited. Losses from a long position in a security will be limited to the total amount of the investment. Short positions require the borrowing of stock from another party. A recall of borrowed stock could cause the Fund to close out a short position at a disadvantageous price.

Market Call

The Sub-Advisor intends to invest in opportunities that provide what the Sub-Advisor, at the time of investment, believes to be the best reward per unit of risk. The Sub-Advisor also intends to optimize the reward per unit of risk of the Fund's investment portfolio by varying the allocation of long and short positions depending on the Sub-Advisor's view of the domestic and international economy, market trends and other considerations. The Fund's portfolio will be positioned in accordance with the Sub-Advisor's market view. There is no assurance that the Sub-Advisor's assessment of the market will be correct and result in positive returns. Losses may occur as a result of any incorrect assessment.

Leverage

The Fund may use financial leverage by borrowing funds against the assets of the Fund. The use of leverage increases the risk to the Fund and subjects the Fund to higher current expenses. Also, if the Fund's portfolio value drops to the loan value or less, unitholders of the Fund could sustain a total loss of their investment.

Concentration

The Sub-Advisor may take more concentrated securities positions than a typical mutual fund or concentrate investment holdings in specialized industries, market sectors or in a limited number of issuers. Investment in the Fund involves greater risk and volatility since the performance of one particular sector, market or issuer could significantly and adversely affect the overall performance of the entire Fund.

Liquidity

Some of the securities in which the Fund intends to invest are traded only in negotiated transactions with investment dealers or brokers. It is possible that the Fund may not be able to sell significant portions of

its positions without facing substantially adverse prices. If the Fund is required to sell securities before their intended investment horizon, for example as a result of redemptions, the performance of the Fund could suffer. The Fund will be affected by those securities that are difficult to sell because they may be small companies with limited outstanding securities or they may be unknown to investors and are not traded regularly. Difficulty in selling securities may result in a loss or a costly delay to the Fund.

Hedging

Although a hedge is intended to reduce risk, it does not eliminate risk entirely. A hedging strategy may not be effective. A hedge can result in a loss in the case of an extraordinary event. There are several such possible cases including, but not limited to: (i) a cease trade order being issued in respect of the underlying security; (ii) the inability to maintain a short position due to the repurchase or redemption of securities by the issuing company; (iii) disappearance of any conversion premium due to premature redemptions, changes in conversion terms or changes in an issuer's dividend policy; (iv) credit quality considerations, such as bond defaults; and (v) lack of liquidity during market panics. To protect the Fund's capital against the occurrence of such events, the Sub-Advisor will attempt to maintain a diversified portfolio of securities.

Indebtedness

The Fund may incur indebtedness secured by the assets of the Fund. There can be no assurance that such a strategy will enhance returns, and such strategy may in fact reduce returns. The ability of the Fund to incur indebtedness may increase losses in the event that securities purchased with the borrowed funds decline in value, or in the event that securities in respect of which uncovered short sales are made to increase in value.

Suspension of Trading

Securities exchanges typically have the right to suspend or limit trading in any instrument traded on the exchange. A suspension would render it impossible to liquidate positions and could thereby expose the Fund to losses.

In light of the foregoing there can be no assurance that the Fund's investment objective will be achieved or that the Net Asset Value per Unit at redemption will be equal to or more than a purchaser's original cost.

CONFLICTS OF INTEREST

Conflicts of interest may arise between the Manager (including its representatives) and its clients, including the Fund. Canadian securities laws require the Manager to take reasonable steps to identify and address material conflicts of interest in a client's best interest.

This Offering Memorandum only describes the material conflicts of interest that arise or may arise in the Manager's capacity as manager and portfolio manager of the Fund. For material conflicts of interest associated with the Manager's activities as portfolio manager of managed account clients or exempt market dealer, investors should consult the Manager's conflict of interest statement.

The Manager has established an independent review committee (IRC) for all of the investment funds that it manages. The Manager obtains approvals and positive recommendations from the IRC for certain conflict of interest matters for the Fund. The conflict of interest matters to be referred to the IRC for the Fund are set out in various exemptive relief decisions that the Manager has obtained (collectively, the "**Exemptive Relief**"). The IRC is comprised of a minimum of three independent members and is required

to conduct regular assessments and provide reports to the Manager in respect of its functions. The fees and expenses of the IRC are borne and shared by all of the investment funds in the Manager's family of funds, including expenses associated with insuring and indemnifying each IRC member. For more details on the conflicts of interest referred by us to the IRC, you can view a copy of the most recent report of the IRC at https://www.ninepoint.com/legal/irc-report/.

Related Parties and Related and Connected Issuers

Sightline Wealth Management LP ("**Sightline**") is a registered dealer participating in the offering of the Units to its clients for which it will receive a service commission with respect to Class A1 Units, Class T Units and Class D Units. The Fund is considered to be a "connected issuer" and "related issuer" of Sightline and the Manager under applicable securities legislation. Sightline, Sightline GP Inc. (the general partner of Sightline), the Manager and Ninepoint GP are controlled, directly or indirectly, by the same group of individuals. See "Interest of Management and Others in Material Transactions".

The Manager may take investment actions for the Fund involving securities of related or connected issuers, including mutual funds, hedge funds and specialty products for which it acts as investment fund manager or portfolio adviser and which are listed on its website. To manage the conflicts inherent in taking investment actions for the Fund in related or connected issuers, the Manager will only cause your account to be invested in securities of related or connected issuers, if the Manager considers such securities to be suitable for the Fund and considers that investing in such securities is in the Fund's best interest. The Manager also ensures that its representatives are not compensated in a way that incents them to recommend or cause the Fund to be invested in such securities.

The Fund may execute a portion of its portfolio transactions through Sightline. The Manager monitors to ensure that Sightline offers competitive rates and only executes trades for the Fund through Sightline when the executions obtained would be on terms and conditions no less favourable to the Fund than would otherwise be obtainable if the orders were placed through independent brokers or dealers and at commission rates equal or comparable to rates that would have been charged by independent brokers or dealers.

The Fund and/or the Manager may, from time to time, pay fees to third parties that (i) assist the Fund with obtaining borrowing facilities and/or (ii) find entities that purchase assets of the Fund. The Manager, and/or its principals and/or affiliates of the Manager or its principals, may collectively hold small minority equity positions (i.e. less than 5% in the aggregate) in the third parties that are paid these fees by the Fund and/or the Manager. The existence of these equity positions may create a conflict of interest.

Fair and Equitable Allocation

The Manager manages similar accounts for multiple clients and funds and may be trading in the same security on their behalf at the same time. The potential for a conflict exists if one client or fund is given preferential pricing or execution terms over another client or fund. The Manager endeavours to allocate investment opportunities in a fair and equitable manner across accounts and funds. In summary, this process involves allocating purchases and sales of securities pro rata based on account value among accounts invested in similar strategies, subject to cash flow requirements such as subscriptions to and redemptions from the accounts.

Cross Trades

Cross trades between two funds or between a managed account and a fund may give rise to conflicts of interest, as the Manager is responsible for determining the terms of the trade, and in particular the price, for both accounts and the terms of the trade may benefit one account to the detriment of the other account. In addition, there are significant regulatory restrictions surrounding cross trades.

To manage this conflict in respect of a fund, the Manager will, prior to the purchase of securities among, or sale of securities among, accounts and funds:

- ensure the purchase or sale is consistent with the investment objectives of the applicable fund;
- ensure that trades of debt securities are executed at the current market price; and
- consistent with the exemptive relief obtained, ensure that trades of exchange-traded securities are executed at the last sale price, so that the cross trade is done at a price closest to market price at the time the decision is made to make the cross trade.

Performance-Based Fees

The Manager may charge performance fees on certain funds and/or accounts. Performance-based fees may create potential conflicts of interest because the Manager is incentivized to favour these funds or accounts in the allocation of investment opportunities, over accounts that do not pay a performance fee. The Manager has policies and procedures in place to ensure that over time, no accounts or funds are favoured over others. The Manager also monitors the trading activity to confirm each position is consistent with the investment objectives and strategies of the applicable fund or account.

Expense Allocation

The charging and allocation of expenses among the funds managed by the Manager (including the Fund) and its other clients creates a potential conflict of interest because the Manager could inappropriately charge expenses to benefit itself over its clients. The charging and allocation of expenses among certain clients and not others also creates a potential conflict of interest because the Manager could inappropriately favour certain clients over others. The Manager charges the expenses as described in this Offering Memorandum and has a policy to ensure it allocates expenses attributable to more than one fund or account across all clients in a fair and consistent manner.

Soft Dollar Arrangements

Soft dollar arrangements occur when brokers have agreed to provide other services (relating to research and trade execution) at no cost to the Manager in exchange for brokerage business from the Manager's managed accounts and funds. Although the brokers involved in soft dollar arrangements do not necessarily charge the lowest brokerage commissions, the Manager will nonetheless enter into such arrangements when it is of the view that such brokers provide best execution and/or the value of the research and other services exceeds any incremental commission costs.

Valuation

The Manager earns fees in respect of the Fund based on assets under management. There is a potential conflict in valuing the assets held in the Fund's portfolio because a higher value results in a higher fee paid to the Manager. Overstating the value of Fund assets can also incentivize an investor to purchase or remain invested in the Fund by creating the impression of more favourable performance. The Manager addresses this potential conflict through compliance with its valuation policy, which includes a valuation framework for determining the fair value of assets. A valuation committee reviews and approves the fair valuation policy. Where necessary, the Manager may also retain an independent service provider to value securities on its behalf, subject to the oversight of the Manager.

Error Correction

The Manager makes reasonable efforts to keep trade errors to a minimum and ensure fairness to clients with respect to protection from errors made within their account. A trade error is an inadvertent error in the placement, execution or settlement of a transaction. A trade error is not an intentional or reckless act of misconduct. When an error occurs, the Fund will keep any resulting gain or the Manager will reimburse the Fund for any material loss. Where more than one transaction is involved in an error, the gain will be determined net of any associated loss. Although errors or issues are an inevitable by-product of the operational process of investing, the Manager strives to establish controls and processes that are designed to reduce the possibility of their occurrence.

Personal Trading

Employees with knowledge of the Manager's trading decisions could use that information for their personal trading. To address this potential conflict, the Manager has an employee personal trading policy that requires employees to put the interests of clients ahead of their own personal interests. All personal trades by employees (other than exempt securities) are subject to an approval process. All account statements of employees and their family members who reside under the same household are reviewed monthly to ensure pre-approvals were obtained and to ensure compliance with the employee personal trading policy.

Roles with Multiple Entities and Outside Activities

Officers or directors of the Manager may also be officers or directors of Sightline. Conflicts may arise as a result of the time commitment required by each role. To address this conflict, both the Manager and Sightline have adopted policies and procedures that minimize the potential for conflicts of interest resulting from these relationships. All individuals are required to observe such policies in carrying out their duties. Each individual will have sufficient time in their work week to fully and properly discharge their responsibilities at the Manager and Sightline.

At times, representatives of the Manager may participate in outside activities such as serving on a board of directors, participating in community events or pursuing personal outside business interests, which could cause the representative to put such interest ahead of the interests of clients, including the Fund. The Manager has policies in place which require individuals to disclose situations where a conflict of interest may arise prior to engaging in any outside activity. Representatives of the Manager may only engage in such outside activities if approved pursuant to our policies.

Gifts and Entertainment

The receipt of gifts and/or entertainment from third parties that are excessive or frequent may be a potential conflict. Employees of the Manager and members of their immediate families are not permitted to accept excessive entertainment nor gifts beyond a nominal value from third parties, including individuals, clients, brokers, trustees, banks, financial institutions or company representatives doing or seeking to do business with the Manager. All employees are required to attest and disclose to our compliance team if they have accepted any gifts.

The Sub-Advisor

Various conflicts of interest and potential conflicts of interest exist between the Fund and the Sub-Advisor and its affiliates. These potential conflicts of interest may arise as a result of multiple roles, common ownership and certain common directors, partners, officers and personnel and, accordingly, will not be resolved through arm's length negotiations but through the exercise of judgment consistent with fiduciary responsibilities to the Fund and its Unitholders generally. In exercising its duties on behalf of the Fund, the Sub-Advisor will exercise its duties in good faith with a view to the best interests of the Fund and its Unitholders.

Any fees including directors' fees, investment banking fees, consulting fees, placement fees, break fees, and other similar fees paid by borrowers or other portfolio companies to any affiliates or employees of the Sub-Advisor are transferred to the Fund.

Other Business and Investment Activities

The Sub-Advisor and its affiliates invest in, manage or act as sub-advisor in respect of, and may in the future invest in manage or act as sub- advisor in respect of, other limited partnerships, trusts, corporations, investment funds or managed accounts with similar or different investment objectives and strategies as the Fund ("**Other TEC Funds**"). Investors should be aware that there will be situations where the Sub-Advisor, and its affiliates, may encounter potential conflicts of interest in connection with the Fund's activities. The Sub-Advisor, its affiliates and their respective directors, officers and employees (the "**Sub-Advisor Parties**") may become subject to conflicting demands in respect of allocating their management time, services and other functions to the Fund and Other TEC Funds. The Sub-Advisor Parties will not be devoting their time exclusively to the management of the Fund. Certain senior officers and directors of the Sub-Advisor are also senior officers and directors of TECC and may also serve as officers and directors of intermediary vehicles. In addition, they will perform similar or different services for Other TEC Funds and may sponsor or establish other investment funds during the same period that they provide services to the Fund. Therefore, each of these persons may experience conflicts of interest in allocating management time, services and other functions among the various entities for which they provide services. These persons may also become aware of investment opportunities that may not be appropriate for investment by the Fund, which they may pursue for their own account or the Other TEC Funds. With respect to such personal accounts, such persons might take investment positions different from, or contrary to, those taken by the Fund or Other TEC Funds. These persons will devote such time as will be reasonably necessary to conduct the business affairs of the Fund in an appropriate manner. However, they are not obligated to devote their full time and attention to the Fund and may work on Other TEC Funds. The Fund may have no interest in such Other TEC Funds, and it is possible that the investments held by Other TEC Funds may be in competition with those of the Fund. The Sub-Advisor Parties will endeavour to treat each of the Other TEC Funds that have similar investment objectives and strategy as the Fund fairly and not to favour the

Fund or any Other TEC Fund, over another and will conduct their activities in accordance with the Sub-Advisor's fair allocation policy.

By acquiring an interest in the Fund, each investor will be deemed to have acknowledged the existence of such actual and potential conflicts of interest and to have waived any claim with respect to the existence of such actual and potential conflicts of interest.

Service Providers Affiliated With the Sub-Advisor

The Fund has appointed TECC, to act as administrative agent for administering ABL investments and other investments owned by the Fund and to provide certain other services to the Fund including sourcing and origination of investments, collateral management, collateral administration and collateral monitoring services with respect to ABL investments and may appoint from time to time other service providers affiliated with the Sub-Advisor. These services will be provided pursuant to servicing agreements between the Sub-Advisor or the Fund and such service providers. All fees paid to the Sub-Advisor, its affiliates and their respective directors, offices, employees and agents, for investment banking, debt placement or advisory services with respect to potential and existing borrowers or other portfolio companies of the Fund shall be transferred to the benefit of the Fund (on a pro-rata basis with the Other TEC Funds, where applicable). While the Sub-Advisor intends that any such services be provided at competitive market rates, such compensation will not necessarily be determined through arms' length negotiations and the Sub-Advisor will not guarantee performance by its affiliates, including TECC, of any services provided to the Fund. The Fund will not incur or pay any fees for services charged by TECC, as these shall be borne by the Sub-Advisor, except for reimbursement of costs and expenses incurred by TECC for and on behalf of the Fund, in its capacity as administrative agent.

Investments by Other TEC Funds

The Fund and Other TEC Funds will typically invest in (a) different tranches of an ABL investment that share the same liens and have the same priority with respect to collateral securing such ABL investment pursuant to syndicated credit agreements, and (b) equity, equity-like or equity-related securities received in connection with the ABL investment, on a basis determined by the Sub-Advisor's fair allocation policy. Furthermore, when it is determined by the Sub-Advisor that it would be appropriate (whether pursuant to a previously agreed upon arrangement or otherwise) for a third party to participate in an investment opportunity in which the Fund or Other TEC Funds will participate, the Sub-Advisor will use its reasonable business judgment in seeking to allocate such investment opportunity on a fair and equitable basis, taking into account any such considerations that it deems necessary or appropriate in light of the circumstances at such time.

The Fund may also invest in ABL investments or other investments in which Other TEC Funds may invest that are in different parts of the capital structure of a borrower or portfolio company and that may be secured by different collateral. The interests of the Fund may not be aligned in all circumstances with the interests of the Other TEC Funds to the extent they hold more junior or senior debt or equity interests, as the case may be, which could create actual or potential conflicts of interest or the appearance of such conflicts. In that regard, actions may be taken by the Other TEC Funds that are adverse to the Fund. The interests of the Fund or Other TEC Funds investing in different parts of the capital structure of an issuer are particularly likely to conflict in the case of financial distress of the issuer (or increased financial stress after the Fund invests in the issuer). For example, if additional financing is necessary as a result of financial or other difficulties, it may not be in the best interests of the Fund, as a holder of senior secured debt issued by such issuer, to provide such additional financing. If Other TEC Funds holding equity positions were to lose their respective investments as a result of such difficulties, the ability of the Sub-Advisor or its affiliates to recommend actions that are in the best interests of the

Fund might be impaired. The reverse is true where Other TEC Funds hold debt in an issuer where the Fund holds equity. In addition, it is possible that, in a bankruptcy proceeding, the Fund's interests may be subordinated or otherwise adversely affected by virtue of such Other TEC Fund's involvement and actions relating to their investment. There can be no assurance that the term of or the return on the Fund's investment will be equivalent to or better than the terms of or the returns obtained by the Other TEC Funds that have invested in an issuer. This may result in a loss or substantial dilution of the Fund's investment, while the Other TEC Fund recovers all or part of amounts due to it. The Sub-Advisor or its affiliates' ability to implement the Fund's strategies effectively may be limited to the extent that contractual obligations entered into in respect of the activities of the Other TEC Funds impose restrictions on the Fund engaging in transactions that the Sub-Advisor may be interested in otherwise pursuing.

Where there are conflicts of interest in allocating a particular investment between the Fund and Other TEC Funds, there can be no assurance that the Fund will make such investment, even if the investment satisfies the Fund's investment objectives. In addition, in circumstances in which the Fund may make an investment that Other TEC Funds have already made, or concurrently will make or seek to make, liquidity and concentration considerations may limit the Fund's participation in such investment or its ability to dispose of the investment readily. Furthermore, in such circumstances, the Fund on the one hand, and such Other TEC Funds, on the other hand, may have conflicting interests and investment objectives, including with respect to the targeted returns from the investment and the timeframe for disposing of the investment, and therefore, the Sub-Advisor or its affiliate may take action with respect to an investment on behalf of one of such Other TEC Funds and the Fund that differs from the action taken with respect to the investment on behalf of any other of such Other TEC Funds and the Fund. If Other TEC Funds participate in a particular investment, there can be no assurance that the returns on such investment by the Fund will be equivalent to, or better than, the returns obtained by such Other TEC Fund on such investment.

The Sub-Advisor may, from time to time, be presented with investment opportunities that fall within the investment objectives of the Fund and Other TEC Funds. There may be situations in which the interests of the Fund conflict with the interests of one or more Other TEC Funds. The classification of an investment opportunity as appropriate or inappropriate for the Fund will be made by the Sub-Advisor in good faith, at the time of investment, which such determination may be subjective in nature. In cases where a limited amount of an ABL investment, security or other instrument or claim is available for investment or purchase, the allocation of such ABL investment, security, instrument or claim among the Fund and Other TEC Funds may necessarily reduce the amount thereof available for investment by the Fund. Subject to the limitations set forth herein, when it is determined by the Sub-Advisor that it would be appropriate for the Fund and one or more Other TEC Funds to participate in an investment opportunity, the Sub-Advisor will generally allocate such investment opportunity among the Fund and such Other TEC Funds in proportion to the relative amounts of capital available for new investments, taking into account such other factors as it may, in its sole discretion determine appropriate, including relative exposure to market trends, targeted asset mix, target investment return, diversification requirements, strategic objectives, specific liquidity requirements and the investment programs and portfolio positions of the Fund and the Other TEC Funds for which participation is appropriate, as well as any tax, legal, regulatory or other considerations that it deems necessary or appropriate in light of the circumstances at such time, all in accordance with the Sub-Advisor's fair allocation policy.

Sale or Assignment of Loans

The Fund may purchase or take assignment of all or a portion of any loan or investment made by Other TEC Funds and may sell or assign all or a portion of any loan or investment made by it to an Other TEC Fund; provided, that the purchase price paid by (or to) the Fund in connection with any such

purchase or sale is based on the fair market value of the loan or investment purchased or sold, as determined by the Sub-Advisor (or, in certain circumstances, an independent third party valuator), in accordance with the Sub-Advisor's valuation policy.

Allocation of Expenses

A conflict of interest arises where a Sub-Advisor Party must exercise its judgment in allocating expenses across classes and series of Units and between itself and Other TEC Funds. Expenses related to the operations and conduct of the Sub-Advisor Parties incurred while fulfilling their respective roles and responsibilities with respect to the Fund and the Fund will not be allocated to the Fund, except as otherwise disclosed in this Offering Memorandum. In addition, to the extent that any services are provided to the Fund and Other TEC Funds, the Sub-Advisor Parties will allocate, or cause to be allocated, the related costs and expenses of the Sub-Advisor Parties, as applicable, in respect of the provision of any such services in a fair and equitable manner. Generally, the Sub-Advisor Parties will assess the relative benefit of the services provided and will seek reimbursement from the Fund and Other TEC Funds on this basis. The relative benefit received by a client may be based on the relative interests that the Fund and Other TEC Funds have or are expected to have in an investment or in the goods or services in respect of which such expenses arise. However, the Sub-Advisor Parties may determine the relative benefit of the services provided in such other manner as they consider fair and reasonable in the circumstances and, in all cases, in accordance with the Sub-Advisor's expense allocation policies.

Professional Advisors, Service Providers Potential Relationships

Certain professional advisors and other service providers, or their affiliates (including accountants, administrators, lenders, bankers, brokers, attorneys, consultants and investment or commercial banking firms), to the Fund and the issuers of the Fund's portfolio investments may also provide goods or services to or have business, personal, political, financial or other relationships with the Sub-Advisor and its affiliates. Such professional advisors and service providers may be investors in Other TEC Funds, sources of investment opportunities for the Sub-Advisor and its affiliates, the Fund or Other TEC Funds or may otherwise be co-investors with or counterparties to transactions involving the foregoing. These relationships may influence the Fund and the Sub-Advisor in deciding whether to select or recommend any such professional advisor or service provider to perform services for the Fund or an issuer (the cost of which will generally be borne directly or indirectly by the Fund or issuers of the Fund's portfolio investments, as applicable).

Notwithstanding the foregoing, the Sub-Advisor and its affiliates will generally seek to engage professional advisors and service providers in connection with investment transactions for the Fund that require their use on the basis of the overall quality of advice and other services provided, the evaluation of which includes, among other considerations, such service provider's provision of certain investment-related services and research that the Sub-Advisor or its affiliates believe to be of benefit to the Fund. In certain circumstances, professional advisors and other service providers or their affiliates may charge rates or establish other terms in respect of advice and services provided to the Sub-Advisor and its affiliates, Other TEC Funds or their portfolio investment issuers that are different and more favorable than those established in respect of advice and services provided to the Fund and its portfolio investments.

Economic Terms of Investments by Other TEC Funds

The Sub-Advisor will generally seek to ensure that the Fund and Other TEC Funds participate in any investment (and any related transactions) on comparable economic terms to the extent the Sub-Advisor determines appropriate and subject to legal, tax and regulatory considerations. Investors

should note, however, that participation by the Fund in certain investments on comparable economic terms with Other TEC Funds may not be appropriate in all circumstances and that the Fund may participate in such investments on different and potentially less favorable economic terms than such parties if the Sub-Advisor deems such participation as being otherwise in the Fund's best interests (e.g., by allowing the Fund to participate in an investment that it would otherwise not have been able to participate in due to, among other reasons, required minimum investment amounts). This may have an adverse impact on the Fund. In order to facilitate an investment, the Fund may make (or commit to make) an investment with a view to selling a portion of such investment to such other persons prior to or within a brief period after making such investment. In such event, the Fund will bear the risk that any or all of the excess portion of such investment may not be sold or may only be sold on unattractive terms and that, as a consequence, the Fund may bear the entire amount of any break-up fee or other fees, costs and expenses related to such investment, hold a larger portion than expected in such investment, or may realize lower than expected returns from such investment.

Fund Investments

The Fund may invest in portfolio companies that have relationships with affiliates of the Sub-Advisor. Such affiliates may take actions that are detrimental to the interests of the Fund in such portfolio companies.

Distribution of Units

TEC Management, in its capacity as exempt market dealer, may distribute the Units to investors in Canada. The Fund may be considered to be a "connected issuer" and "related issuer" of the Sub-Advisor under applicable securities legislation. TEC Management and TECC are controlled directly by the same individual or group of individuals.

Voting Rights

As part of the Fund's investment strategy, the Fund may obtain voting rights in respect of one or more of the companies in which it invests, whether in respect of ABL investments or equity securities received in connection with making ABL investments or in intermediary vehicles. The Sub-Advisor may determine in its sole discretion whether, or in what manner, to exercise such voting rights. In addition, the Sub-Advisor may combine the Fund's voting rights with the voting rights of Other TEC Funds that possess similar voting rights in such investments in order to obtain a larger percentage of voting rights in such investments. By combining the Fund's voting rights with the voting rights of Other TEC Funds, the Fund may lose its ability to exercise such voting rights independently or in a manner that is in the best interest of the Fund. The Sub-Advisor may have a conflict of interest in connection with the voting rights of the Fund and the voting rights of Other TEC Funds to the extent that the best interests of the Fund and such Other TEC Funds require that the Sub-Advisor exercise such rights differently. The Sub-Advisor and its affiliates will, in any event, exercise any such voting rights available to the Fund in the best interests of the Fund.

Access to Insider Information

As a result of participation by representatives of the Sub-Advisor or its affiliates on boards of certain portfolio companies of the Fund, and/or as a result of the confidential information received by the Sub-Advisor and its principals and affiliates in respect of portfolio companies of the Fund, the Fund may be deemed to be in possession of material, non-public information. Such possession of material, non-public information may create a conflict of interest between the Sub-Advisor's duties and obligations

to the portfolio companies and the Fund's ability to effect purchases and sales of certain securities of such companies in the best interest of the Fund. Furthermore, confidential or non-public information obtained in providing services to the Fund may be used for the benefit of any of the Other TEC Funds.

Performance Fees

The existence of performance fee arrangements may create an incentive for speculative investment and, thus, may create a potential conflict for the Sub-Advisor to make investments that are more speculative and subject to greater risk than would be made if no such arrangements existed.

Referral Arrangements

The Sub-Advisor may enter into referral arrangements whereby the Sub-Advisor pays a fee for the referral of a client to the Sub-Advisor or the Fund. No such payments will be made unless the referred investors are advised of the arrangement and all applicable securities legislation is complied with.

Unified Counsel

The Fund and the Sub-Advisor have been represented by the same counsel. To the extent that the Fund could benefit from independent representation, such benefit will not be available. Such counsel has not represented and will not represent any investors in respect of their investments in the Fund.

In executing its duties on behalf of the Fund, the Sub-Advisor will be subject to the provisions of the Sub-Advisor's Policies and Procedures Manual and is subject to the Standard of Care to exercise its duties in good faith and with a view to the best interests of the Fund and its Unitholders.

INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

Ninepoint GP is a directly wholly-owned subsidiary of Ninepoint Financial Group Inc., the parent company of the Manager. John Wilson and James Fox are the principal shareholders of Ninepoint Financial Group Inc. Certain senior officers and directors of Ninepoint Financial Group Inc. are also senior officers, directors and/or partners of the Manager, Ninepoint GP, Sightline Wealth Management LP and Sightline GP Inc. (the general partner of Sightline Wealth Management LP). See "Conflicts of Interest".

Certain directors, officers and employees of the Manager and the Sub-Advisor and their respective affiliates and associates may purchase and hold Class E Units from time to time.

The Manager may receive compensation and/or reimbursement of expenses from the Fund as described under "Fees and Expenses – Management Fees Payable by the Fund" and "Performance Fees Payable by the Fund". Sightline Wealth Management LP is a registered dealer affiliate of the Manager participating in the offering of the Units to its clients for which it will receive a service commission with respect to Class A1 Units, Class T Units and Class D Units as described under "Dealer Compensation". In addition, the Fund may execute a portion of its portfolio transactions through Sightline Wealth Management LP. See "Conflicts of Interest".

TRUSTEE

Pursuant to the Trust Agreement, CIBC Mellon Trust Company is the Trustee of the Fund. The Trustee is a trust company continued under the federal laws of Canada. The principal office of the Trustee is located at 1 York Street, Suite 900, Toronto, Ontario M5J 0B6.

As compensation for its services as trustee, the Trustee shall receive an annual fee (as well as recovery of its out-of-pocket expenses), the amount of which shall be settled in writing by the Trustee and the Manager. The Trustee also acts as the custodian and the record-keeper of the Fund. See "Custodian" and "Record-Keeper and Fund Reporting".

CUSTODIAN

Pursuant to the Trust Agreement, CIBC Mellon Trust Company (in such capacity, the "**Custodian**") was appointed as the custodian of the portfolio securities and other assets of the Fund. As compensation for the custodial services rendered to the Fund, the Custodian will receive such fees from the Fund as the Manager may approve from time to time. The Custodian will be responsible for the safekeeping of all of the investments and other assets of the Fund delivered to it and will act as the custodian of such assets, other than those assets transferred to the Custodian or another entity, as the case may be, as collateral or margin. The Custodian may also provide the Fund with financing lines and short-selling facilities. The Manager, with the consent of the Trustee, will have the authority to change the custodial arrangement described above including, but not limited to, the appointment of a replacement custodian and/or additional custodians.

The Manager shall not be responsible for any losses or damages to the Fund arising out of any action or inaction by the Custodian or any sub-custodian holding the portfolio securities and other assets of the Fund.

RECORD-KEEPER AND FUND REPORTING

The Manager has appointed CIBC Mellon Securities Services Company as the record-keeper to the Fund to maintain a record of Unitholders. The principal office of CIBC Mellon Securities Services Company is located at 1 York Street, Suite 900, Toronto, Ontario M5J 0B6. Any fees required to be paid to the record-keeper for services rendered, other than in respect of a transfer of Units, shall be the responsibility of the Fund.

Pursuant to an administration services agreement, CIBC Mellon Securities Services Company also agreed to provide, among other things, valuation and financial reporting services to the Fund and to calculate the Net Asset Value of the Fund and the Class Net Asset Value for each class of Units on each Valuation Date. See "Computation of Net Asset Value of the Fund".

AUDITORS

The auditors of the Fund are KPMG LLP with its principal offices located at 333 Bay Street, Suite 4600, Bay Adelaide Centre, Toronto, Ontario, M5H 2S5. The auditors of the Fund may only be changed with the approval of the Unitholders in accordance with the provisions of the Trust Agreement.

UNITHOLDER REPORTING

The Manager shall forward to Unitholders a copy of the audited annual financial statements of the Fund within 90 days of each fiscal year-end as well as unaudited interim financial statements of the Fund within 60 days of the end of the first six month period in each fiscal year. Within 60 days of the end of each fiscal quarter, the Manager will make available to Unitholders an unaudited schedule of Net Asset Value per Unit for each class of Units and may provide a short written commentary outlining highlights of the Fund's activities.

The Fund has received exemptive relief from securities regulatory authorities from the requirement in paragraph 3.5(1)1 of National Instrument 81-106 *Investment Fund Continuous Disclosure* to include in its statement of investment portfolio the name of any issuer of securities sold short by the Fund. The statement of investment portfolio will disclose short positions by industry, the average cost and market value of each industry category, and the percentage of net assets represented by short positions for each industry category. If the Fund holds any short position in an issuer's securities that exceeds 5% of the Fund's net assets, the name of such issuer will be disclosed in the statement of investment portfolio.

Confirmations will also be sent to Unitholders following each purchase or redemption of Units by them. On or before March 31 of each year, or in the case of a leap year on or before March 30 in such year, if applicable, Unitholders will also receive all information pertaining to the Fund, including all distributions, required to report their income under the Tax Act or similar legislation of any province or territory of Canada with respect to the immediately preceding year.

MATERIAL CONTRACTS

The material contracts of the Fund are:

(a) the Trust Agreement referred to under "The Fund"; and

(b) the Sub-Advisory Agreement referred to under "The Sub-Advisor".

PROCEEDS OF CRIME (MONEY LAUNDERING) LEGISLATION

In order to comply with federal legislation aimed at the prevention of money laundering, the Manager may require additional information concerning Unitholders.

If, as a result of any information or other matter which comes to the Manager's or the Trustee's attention, any director, partner, officer or employee of the Manager and the Trustee, or their respective professional advisors, knows or suspects that an investor is engaged in money laundering, such person is required to report such information or other matter to the Financial Transactions and Reports Analysis Centre of Canada and such report shall not be treated as a breach of any restriction upon the disclosure of information imposed by law or otherwise.

PRIVACY POLICY

In connection with the offering and sale of Units, personal information (such as address, telephone number, social insurance number, birth date, asset and/or income information, employment history and credit history, if applicable) about Unitholders is collected and maintained. Such personal information is collected to enable the Manger to provide Unitholders with services in connection with their investment in the Fund, to meet legal and regulatory requirements and for any other purpose to which Unitholders may consent in the future. Attached hereto as Schedule "A" is the Fund's Privacy Policy. By completing a subscription form for Units, subscribers consent to the collection, use and disclosure of his or her personal information in accordance with such policy.

PURCHASERS' RIGHTS OF ACTION FOR DAMAGES OR RESCISSION

Securities legislation in certain of the provinces of Canada provide purchasers with rights of rescission or damages, or both, where an offering memorandum or any amendment thereto contains a misrepresentation.

For the purposes of this section, "**misrepresentation**" means: (a) an untrue statement of a fact that significantly affects, or would reasonably be expected to have a significant effect, on the market price or the value of securities (a "**material fact**"); or (b) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

The following is a summary of the statutory rights of rescission or damages, or both, under securities legislation in certain of the provinces of Canada, and as such, is subject to the express provisions of the legislation and the related regulations and rules. **Purchasers should refer to the applicable provisions of the securities legislation of their province for the particulars of these rights or consult with a legal advisor.**

Ontario and New Brunswick

If an offering memorandum, together with any amendment thereto, is delivered to a prospective purchaser in Ontario or New Brunswick and the offering memorandum, or any amendment thereto, contains a misrepresentation which was a misrepresentation at the time the securities were purchased, the purchaser will be deemed to have relied upon the misrepresentation and will have a statutory right of action against the issuer for damages or, may elect to exercise the right of rescission against the issuer (in which case, the purchaser will have no right of action for damages against the issuer).

Securities legislation in each of these provinces provide a number of limitations and defences, including:

(a) no person or company will be liable if it proves that the purchaser purchased the securities with knowledge of the misrepresentation;

(b) in a case of an action for damages, the defendant will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied upon; and

(c) in no case will the amount recoverable in any action exceed the price at which the securities were offered under the offering memorandum, or any amendment thereto.

The statutory right of action described above does not apply to the following purchasers of securities in Ontario:

(a) a Canadian financial institution, as defined in Ontario Securities Commission Rule 45-501 – Ontario Prospectus and Registration Exemptions, or an authorized foreign bank named in Schedule III of the Bank Act (Canada);

(b) the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada); or

(c) a subsidiary of any person referred to in paragraphs (a) and (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary.

In New Brunswick, (a) if advertising or sales literature is relied upon by a purchaser in connection with a purchase of the securities, the purchaser shall also have a similar right of action for damages or rescission against the issuer, every promoter or director of the issuer and every person who, at the time of dissemination of the advertising or sales literature sells securities on behalf of the issuer; (b) if an individual makes a verbal statement to a prospective purchaser that contains a misrepresentation relating to the securities and the verbal statement is made either before or contemporaneously with the purchase of securities, the purchaser has a right of action for damages against the individual who made the verbal statement subject to certain defences available to such person.

No action shall be commenced to enforce the right of action described above unless the right is exercised within:

(a) in case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of any action for damages, the earlier of:

(i) 180 days, in the case of Ontario purchasers, and one year, in the case of New Brunswick purchasers, after the date the purchasers first had knowledge of the facts giving rise to the course of action; and

(ii) three years, in the case of Ontario purchasers, and six years, in the case of New Brunswick purchasers, after the date of the transaction that gave rise to the cause of action.

Alberta (when relying on the Minimum Amount Exemption)

If an offering memorandum, together with any amendment thereto, is delivered to a prospective purchaser in Alberta when relying on the minimum amount exemption and contains a misrepresentation, a purchaser to whom the offering memorandum has been delivered and who purchases securities shall be deemed to have relied upon such misrepresentation if it was a misrepresentation at the time of purchase and the purchaser has the right of action for damages against (a) the issuer, (b) subject to certain additional defences, against every director of the issuer at the date of the offering memorandum and (c) every person or company who signed the offering memorandum, but may elect to exercise the right of rescission against the issuer (in which case the purchaser shall have no right of action for damages against the aforementioned persons or company).

The Alberta securities legislation provides a number of limitations and defences, including:

(a) no person or company will be liable if it proves that the purchaser purchased the securities with knowledge of the misrepresentation;

(b) in an action for damages, the defendant is not liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied upon; and

(c) in no case shall the amount recoverable under the right of action described herein exceed the price at which the securities were offered under the offering memorandum, or any amendment thereto.

No action shall be commenced to enforce the right of action discussed above more than:

(a) in case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of any action for damages, the earlier of:

(i) 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action; or

(ii) three years after the date of the transaction that gave rise to the cause of action.

Nova Scotia, Prince Edward Island, Newfoundland and Labrador, the Northwest Territories, Nunavut and the Yukon Territory

If the offering memorandum, together with any amendment thereto is delivered to a purchaser, or any advertising or sales literature in the case of purchasers of securities who are resident in Nova Scotia, contains a misrepresentation, a purchaser to whom the offering memorandum has been delivered and who purchases securities shall be deemed to have relied upon such misrepresentation if it was a misrepresentation at the time of purchase and the purchaser has the right of action for damages against (a) the issuer (or seller in Nova Scotia), (b) subject to certain additional defences, against every director of the issuer (or seller in Nova Scotia) at the date of the offering memorandum and (c) every person or company who signed the offering memorandum, but may elect to exercise the right of rescission against the issuer (in which case the purchaser shall have no right of action for damages against the aforementioned persons or company).

Securities legislation in each of these provinces provides a number of limitations and defences, including:

(a) no person or company will be liable if it proves that the purchaser purchased the securities with knowledge of the misrepresentation;

(b) in an action for damages, the defendant is not liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied upon; and

(c) in no case shall the amount recoverable under the right of action described herein exceed the price at which the securities were offered under the offering memorandum, or any amendment thereto.

No action shall be commenced to enforce the right of action discussed above more than:

(a) in case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of any action for damages, the earlier of:

(i) 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action; or

(ii) three years after the date of the transaction that gave rise to the cause of action.

Furthermore, in Nova Scotia, no action shall be commenced to enforce the right of action discussed above unless an action is commenced to enforce that right not later than 120 days after the date on which payment was made for the security or after the date on which the initial payment for the security was made where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment.

Saskatchewan and Manitoba

If an offering memorandum or any amendment thereto, sent or delivered to a purchaser contains a misrepresentation, a purchaser who purchases a security has, without regard to whether the purchaser relied on the misrepresentation, a right of action for damages,

(a) in Saskatchewan, against, the (i) issuer, (ii) every promoter or director of the issuer at the time the offering memorandum or any amendment thereto was sent or delivered, (iii) every person or company whose consent has been filed respecting the offering but only with respect to reports, opinions or statements that have been made by them, (iv) every person who or company that, in addition to the person or companies mentioned in (i) to (iii) above, signed the offering memorandum or any amendments thereto, and (v) every person or company that sells securities on behalf of the issuer under the offering memorandum or amendment thereto;

(b) in Manitoba, against the issuer, every director of the issuer at the date of the offering memorandum, and every person or company who signed the offering memorandum

or, may elect a right to exercise the right of rescission against the issuer (in which case the purchaser will have no right of action for damages against the aforementioned persons).

Similar rights of action for damages and rescission are provided under the securities legislation of Saskatchewan in respect of a misrepresentation in advertising and sales literature disseminated or in case of a verbal misrepresentation made in connection with an offering of securities.

The Saskatchewan and Manitoba securities legislation provides a number of limitations and defences, including: (a) no person or company will be liable if the person or company proves that the purchaser purchased the securities with knowledge of the misrepresentation; (b) in the case of an action for damages, no person or company will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation; (c) in no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser.

No action shall be commenced to enforce any of the foregoing rights more than: (a) in the case of an action for rescission, 180 days from the date of the transaction that gave rise to the cause of action, or (b) in the case of an action for damages, the earlier of (i) one year in the case of Saskatchewan purchasers, and 180 days in the case of Manitoba purchasers, after the plaintiff first had knowledge of the facts giving rise to the cause of action, or (ii) six years in the case of Saskatchewan purchasers, and two years in the case of Manitoba purchasers, after the date of the transaction that gave rise to the cause of action.

Other Rescission Rights

In certain provinces, a purchaser of a security of a mutual fund may (where the amount of the purchase does not exceed an amount as prescribed by legislation), rescind the purchase by notice given to the registered dealer from whom the purchase was made within 48 hours after receipt of the confirmation for a lump sum purchase or within 60 days after receipt of confirmation for the initial payment under a contractual plan for the purchase.

General

The rights described above are in addition to and without derogation from any other right or remedy which purchasers may have at law and are intended to correspond to the provisions of the relevant securities legislation and are subject to the defenses contained therein. Each purchaser should refer to provisions of the applicable securities legislation for the particulars of these rights or consult a legal advisor.

The foregoing summaries are subject to the express provisions of the *Securities Act* (Ontario), *Securities Act* (Newfoundland and Labrador), *Securities Act* (Northwest Territories), *Securities Act* (Nunavut), *Securities Act* (Nova Scotia), *Securities Act* (Saskatchewan), *Securities Act* (Yukon), *Securities Act* (Manitoba), *Securities Act* (New Brunswick), *Securities Act* (Prince Edward Island), and the regulations, rules and policy statements thereunder and reference is made thereto for the complete text of such provisions. These rights must be exercised by purchasers of securities within the prescribed time limits under applicable securities legislation.

Contractual Rights of Action

Purchasers Resident in British Columbia or Québec or Purchasers Resident in Alberta in Reliance on the "Accredited Investor" Exemption

If this Offering Memorandum, or any amendments thereto, contains a misrepresentation, a purchaser resident in British Columbia or Québec who purchased Units under this Offering Memorandum, or a purchaser resident in Alberta who purchased Units under this Offering Memorandum in reliance on the "accredited investor" exemption under NI 45-106, will not be entitled to the statutory rights of action described above. However, in consideration of purchasing Units under this Offering Memorandum and upon acceptance by the Manager of the purchaser's subscription in respect thereof, purchasers in those jurisdictions are hereby granted a contractual right of action for damages or rescission that is the same as the statutory rights of action described above provided to purchasers resident in Ontario under the *Securities Act* (Ontario).

CERTIFICATE

To: Alberta residents purchasing Units of the Fund in reliance on the $150,000 minimum amount exemption under NI 45-106.

This Offering Memorandum does not contain a misrepresentation.

DATED as of the **[●]** day of **[●]**, 2022

NINEPOINT-TEC PRIVATE CREDIT FUND,
by its Manager, Ninepoint Partners LP, by
its general partner, Ninepoint Partners GP Inc.

By: *"James R. Fox"*
James R. Fox
Director

By: *"Kirstin H. McTaggart"*
Kirstin H. McTaggart
Chief Compliance Officer

SCHEDULE A

NINEPOINT-TEC PRIVATE CREDIT FUND

PRIVACY POLICY

The privacy of our investors is very important to us. This Privacy Policy sets out the information practices for Ninepoint-TEC Private Credit Fund and Ninepoint Partners LP group members, including what types of personal and business information is collected, how the information is used, and with whom the information is shared. We are committed to protecting your privacy and maintaining the confidentiality of your information.

This Privacy Policy may be updated from time to time without notice. This Privacy Policy was last modified June 2020.

Ninepoint Partners LP complies with the requirements of Part 1 and Schedule 1 of the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA") and all applicable provincial personal information laws. Below is an overview of the privacy principles set out in Schedule 1 of PIPEDA.

Definitions you need to know

Dealer means an individual or entity acting or representing you in connection with your investments as your investment advisor, broker, or dealer, or on behalf of your investment advisor, broker, or dealer. By applying for one of our products or services, you acknowledge and agree that your Dealer is your agent and not our agent. We are entitled to accept and act on any notice, authorization, or other communication that we believe in good faith to be given by you or your Dealer on your behalf. We are under no obligation to verify that your Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.

Service means any brokerage or financial product or service offered by us.

You and **your** means each person, whether an individual, corporation, your Dealer or trust, who has made and investment, or an application or provided instructions to us for or signed an application in respect of any Service offered by us, including any co-applicants, guarantors or personal or corporate representatives such as directors.

SROs refers to self-regulatory organizations, including the Investment Industry Regulatory Organization of Canada (IIROC), the Mutual Fund Dealers Association of Canada, the exchanges and other regulated marketplaces and the Canadian Investor Protection Fund.

What personal information do we collect?

The term "personal information" refers to any information that specifically identifies you, including information such as your home address, telephone numbers, social insurance number ("SIN"), birth date, assets and/or income information, employment history and credit history. We will be collecting personal information from you that includes the following:

- Your full name, address, occupation and date of birth, which is required by law;
- Identification, such as a valid driver's license or passport;

- Your social insurance number for income tax reporting purposes, as required by law;
- Your financial information including annual income, assets and liabilities, and banking information;
- Your employment history and credit history;
- Information about third parties such as your spouse if you are applying for certain Services, where this information is required by law.

For legal entities such as businesses, partnerships, trusts, estates or investment clubs, we may collect the information referred to above from each authorized person, partner, trustee, executor and club member, as appropriate.

How do we collect your information?

We collect your personal or business information directly from you or through your financial advisor and/or dealer in order to provide you with Services, to meet legal and regulatory requirements and for any other purposes to which you consent. Your information may be collected from a variety of sources, including:

- Subscription forms, applications, questionnaires or other forms that you submit to us or agreements and contracts that you enter into with us;
- Your transactions with us;
- Meetings and telephone conversations with you;
- E-mail communications with us; and
- Our websites.

We may monitor or record any telephone call we have with you. The content of the call may also be retained. We may inform you prior to proceeding with the call of this possibility. This is to establish a record of the information you provide, to ensure that your instructions are followed properly and to ensure customer service levels are maintained.

How do we use your information?

We collect and use your personal or business information in order to give you the best possible service and for the purposes set out in your agreement(s) with us, such as:

- To establish your identity and verify the accuracy of your information;
- To confirm your corporate status;
- To understand your needs;
- To determine the suitability of our Services for you;
- To determine your eligibility for our Services;
- To set up, administer and offer Services that meet your needs, including fulfilling any reporting or audit requirements;
- To provide you with ongoing Service, including executing your transactions;
- To provide you and/or your financial advisor and/or dealer with confirmations, tax receipts, proxy mailings, financial statements and other reports;
- To meet our legal and regulatory requirements;
- To manage and assess our risks; and

- To protect us from error and to prevent or detect fraud or criminal activity.

We collect, use and disclose your SIN, social security number or other government-issued personal or business identification number for income tax reporting purposes, as required by law. In addition, we may ask you for your SIN to confirm your identity. This allows us to keep your personal information separate from that of other customers, particularly those with similar names, and helps maintain the integrity and accuracy of your personal information. You may refuse to consent to its use or disclosure for purposes other than as required by law.

How do we obtain your consent?

We rely on your actions as indications of your consent to our collection, use and disclosure of your personal information. For example, by signing a subscription form or an application form, voluntarily providing your information to us directly or through your financial advisor or dealer and continuing to do business with us, you are consenting to the collection, use and disclosure of your personal information for the purposes identified in this Privacy Policy. Ninepoint Partners LP will not, as a condition of the supply of Services, require you to consent to the collection, use or disclosure of your personal information beyond that which is required to fulfill these purposes.

Who do we share your information with?

We may share your personal or business information within the Ninepoint Partners LP for the purposes set out above. We do not provide directly all the services related to your relationship with us. As such, we may transfer your personal information, when necessary, to our third party service providers and to our agents in connection with the Services, however, please note that these third party service providers and agents will not share this information with others. Such information is only used for the purposes identified above. We may use third party service providers or agents such as:

- Your financial advisor or dealer;
- Other financial service providers such as investment dealers, custodians, prime brokers, banks and others used to finance or facilitate transactions or operations on your behalf;
- Registrar and transfer agents, portfolio managers, brokerage firms and similar service providers; and
- Other service providers such as accounting, legal or tax preparation services.

Our service providers and our agents process or handle your information on our behalf and assist us with various services such as printing, imaging, document storage and shredding, mail distribution and marketing. Some of these third parties may be located outside of Canada. As a result, your information may be accessible to regulatory authorities in accordance with the laws of these jurisdictions. When information is provided to our service providers and to our agents, we will require them to protect the information in a manner that is consistent with Ninepoint Partners LP privacy policies and practices.

We may also be required by law to disclose information to government regulatory authorities. For example, we may be required to report your income to taxation authorities. We may also be required to disclose your personal and business information to SROs. SROs collect, maintain, and disclose such information for regulatory purposes, including trading surveillance, audits, investigations, maintenance of regulatory databases and enforcement proceedings. SROs may, in turn, disclose such information when reporting to securities regulators or when sharing information with other SROs and law enforcement agencies.

We do not sell, lease, barter or otherwise deal with your personal information with third parties. Ninepoint Partners LP may be involved in the sale, transfer or reorganization of some or all of its business at some time in the future. As part of that sale, transfer or reorganization, we may disclose your personal and business information to the acquiring organization, however, we will require the acquiring organization to agree to protect the privacy of your personal and business information in a manner that is consistent with this Privacy Policy.

How long do we keep your information?

We only keep your personal information as long as it is necessary to do so. The length of time we keep your information depends on the nature of the information as well as legal and regulatory requirements.

How do you withdraw your consent?

Subject to legal, regulatory and contractual requirements, you may refuse to consent to our collection, use or disclosure of your personal or business information, or you may withdraw your consent to our further collection, use or disclosure of your information at any time in the future by giving us reasonable notice. Depending on the circumstances, however, withdrawal of your consent may impact on our ability to provide you, or continue to provide you, with some Services or information that may be of value to you. We will inform you of the implications of your withdrawal of consent for the continued promises of service to you. We will act on your instructions as quickly as possible but there may be certain uses of your information that we may not be able to stop immediately.

You can tell us at any time to stop using information about you to promote our Services or the products and services of third parties we select, or to stop sharing your information with other members of the Ninepoint Partners LP. If you wish to withdraw consent as outlined in this Privacy Policy, you may do so at any time by contacting us by mail at Ninepoint Partners LP, Suite 2700, South Tower, Royal Bank Plaza, 200 Bay Street, Toronto, Ontario M5J 2J1 Attention: Corporate Secretary or by e-mail at compliance@ninepoint.com.

How do we safeguard personal information?

We carefully safeguard your personal information and, to that end, restrict access to personal information about you to those employees and other persons who need to know the information to enable us to provide Services to you. Our employees are responsible for ensuring the confidentiality of all personal information they may access. Annually, each of our employees are required to sign a code of conduct, which contains policies on the protection of personal information.

How do you update your information?

As we make decisions based on the information we have, we encourage you to help us keep our information accurate and complete. Contact us at any time at in writing at Ninepoint Partners LP, Suite 2700, South Tower, Royal Bank Plaza, 200 Bay Street, Toronto, Ontario M5J 2J1 Attention: Corporate Secretary if you wish to update the information we have about you.

How can you access your information?

You may request access to the personal information we hold about you at any time to review its content and accuracy and to have it amended as appropriate. To request access to such information please contact us in writing at Ninepoint Partners LP, Suite 2700, South Tower, Royal Bank Plaza, 200 Bay Street, Toronto, Ontario M5J 2J1 Attention: Corporate Secretary.

We will respond to your written access request promptly. We may be unable to provide you with access to all or some of the information we hold about you. We will provide you with an explanation in the event that we are unable to fulfill your access request.

Cookies

When you log onto Ninepoint Partners LP, it installs temporary cookies on your computer while you are logged onto the website. By registering to use Ninepoint Partners LP, and/or by making any use of Ninepoint Partners LP and/or any of the pages or information made available on Ninepoint Partners LP you expressly acknowledge and agree that we use cookies, including for purposes such as:

- collecting and compiling information like the number of visitors to our websites, where the visitors to our websites came from and the pages they visit on our websites;
- delivering advertisements that are relevant to you and your interests and measuring the effectiveness of our advertising campaigns in order to provide you with personalized service; and
- collecting your internet protocol address or other similar device identifier on the date you visit our websites (without collecting your name or other similar identifying information) so as to allow the website to recognize your computer or other similar device.

Ninepoint Partners LP is not aware of, nor responsible for, the cookie practices of any third party websites.

Use of Third Parties

We may use third party providers to help collect and compile information like the number of visitors to our websites, where visitors have come to our websites from and the pages they visit. Our third party providers may also use cookies to deliver advertisements that are more relevant to you and your interests and to help measure the effectiveness of an advertising campaign. Third party providers will not have access to your name or other identifying information.

Internet-based Advertising

Interest-based advertising allows us to deliver advertisements that are more relevant to you and your interests. It works by showing you advertisements that are based on your browsing patterns and the way you have interacted with this and other websites.

As you browse our website, some of the cookies placed on your computer will be advertising cookies, so we can understand what sort of pages you are interested in. We can then display advertising on your browser that is based on these perceived interests. These cookies do not contain personal or financial information about you, but may contain a unique identifier required by the retargeting process. If you access one of these ads, we may also track the response rate and the website activity associated with it.

We also work with third party advertising providers who collect and use information about your visits to this and other websites (but not your name, email address, postal address or phone number) to show you advertising that may be of interest to you. This includes the advertising displayed on our websites and the Ninepoint advertising you may be shown when you are on other third party websites.

Refusing Cookies

You can limit the collection of your information by disabling cookies on your browser. You may also be able to modify your browser settings to require your permission each time a website attempts to set a cookie. However, our websites (and many other websites) rely on cookies to enable certain functionality. If you choose to disable cookies, some of the services available on our websites may not work properly.

Third Party Websites and Links

Our website may contain links to third party websites. We are not responsible for the practices of those third party websites. Where you access other websites from our website using the links provided, the operators of these websites may use cookies in accordance with their own policies, which may differ from ours. You should read their privacy and cookie policies carefully before you provide any personal information to them.

Who do you contact if you have any questions or concerns?

If you have any questions about our privacy policies and practices and how they relate to you, please contact our Chief Privacy Officer by telephone at 1-888-362-7172, by e-mail at compliance@ninepoint.com or by mail to Ninepoint Partners LP, Suite 2700, South Tower, Royal Bank Plaza, 200 Bay Street, Toronto, Ontario M5J 2J1 Attention: Chief Privacy Officer.

If you are still not satisfied, you can contact The Office of the Privacy Commissioner of Canada. Complaints to the Office of the Privacy Commissioner must be submitted in writing to 112 Kent Street, Place de Ville, Tower B, 3rd Floor, Ottawa, Ontario K1A 1H3 Attention: The Privacy Commissioner of Canada.

Other information

We may amend this Privacy Policy from time to time to take into consideration changes in legislation or other issues that may arise. We will post the revised Privacy Policy on our public websites including at www.ninepoint.com. We may also send it to you by mail.

We reserve the right to change or remove this Privacy Policy at our discretion. If we decide to change it, we will post those changes here. We encourage you to visit this area frequently to stay informed. If you access our website after we have posted changes to this policy, you are agreeing to accept the changes.