

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.

CONFIDENTIAL OFFERING MEMORANDUM

Continuous Offering

March 31, 2020



NINEPOINT TRADE FINANCE FUND

Ninepoint Trade Finance Fund (the "**Fund**") is an investment entity established as a trust under the laws of the Province of Ontario that has been established to invest primarily in limited partnership interests ("**LP Interests**") of Ninepoint Highmore Trade Finance Fund LP (the "**Master Fund**"), a Cayman Islands exempted limited partnership. The Fund is offering trust units ("**Units**") on a private placement basis in certain provinces of Canada. Units are being offered on a continuous basis to eligible investors that invest a minimum of \$10,000. Investors must be "accredited investors" unless another prospectus exemption is available. Ninepoint Partners LP, the manager and trustee of the Fund (the "**Manager**") may, in its sole discretion, accept subscriptions for lesser amounts.

Units will be offered initially at subscription price of \$10 per Unit and thereafter at a price equal to the net asset value ("**Net Asset Value**") per Unit 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. As there is no market for the Units, it may be difficult or even impossible for an investor to sell them other than by way of a redemption of their Units.

Units may be redeemed at the Net Asset Value per Unit as at the end of any month. A request for redemption must be submitted to the Manager at least 90 days prior to such month end. Redemption requests are subject to acceptance by the Manager in its sole discretion. However, the Manager intends to permit redemptions in circumstances where such redemptions are not prejudicial to the Fund.

An investment in the Fund is not intended as a complete investment program and involves significant risks. The Fund has been created solely for the purpose of investing as a limited partner in the Master Fund. Prospective investors should pay particular attention to the information under "Risk Factors" and "Conflicts of Interest" in this Offering Memorandum.

Investment in the Fund requires the financial ability and willingness to accept the high risks and 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. No assurance can be given that the Fund's investment objectives will be achieved or that investors will receive a return of their capital. Investors should have the financial ability and willingness to accept the risk characteristics of the Fund's investment in the Master Fund.

Sightline Wealth Management LP, an affiliate of the Manager, and the Manager may distribute the Units to investors in Canada for which it will receive a service commission with respect to Series A Units. The Fund may be considered to be a “connected issuer” and “related issuer” of the Manager and Sightline Wealth Management LP under applicable securities legislation. Sightline Wealth Management LP, the Manager and their respective general partners are controlled, directly or indirectly, by the same group of individuals. See “Conflicts of Interest”.

All references in this Offering Memorandum to “dollars” or “\$” are references to the currency of Canada unless otherwise specified.

TABLE OF CONTENTS

SUMMARY.....	1
THE FUND.....	1
INVESTMENT OBJECTIVE AND STRATEGY OF THE FUND.....	1
THE MASTER FUND.....	2
INVESTMENT OBJECTIVE AND STRATEGIES OF THE MASTER FUND.....	4
INVESTMENT GUIDELINES OF THE MASTER FUND.....	5
INVESTMENT RESTRICTIONS OF THE MASTER FUND.....	6
MANAGEMENT OF THE FUND.....	7
DESCRIPTION OF UNITS OF THE FUND.....	18
FEES AND EXPENSES.....	19
DETAILS OF THE OFFERING.....	22
ADDITIONAL SUBSCRIPTIONS.....	24
USE OF PROCEEDS.....	24
REDEMPTION OF UNITS.....	24
RESALE RESTRICTIONS.....	26
COMPUTATION OF NET ASSET VALUE OF THE FUND.....	26
DISTRIBUTIONS.....	31
UNITHOLDER MEETINGS.....	32
AMENDMENTS TO THE DECLARATION OF TRUST.....	33
TERMINATION OF THE FUND.....	34
CANADIAN FEDERAL INCOME TAX CONSIDERATIONS.....	34
RISK FACTORS.....	37
CONFLICTS OF INTEREST.....	44
INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS.....	45
TRUSTEE.....	45
CUSTODIAN.....	45
ADMINISTRATOR.....	45
AUDITORS.....	46
UNITHOLDER REPORTING.....	46
MATERIAL CONTRACTS.....	46
PROCEEDS OF CRIME (MONEY LAUNDERING) LEGISLATION.....	47
PRIVACY POLICY.....	47
STATUTORY RIGHTS OF ACTION.....	47
CERTIFICATE.....	55
SCHEDULE A.....	1

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 Declaration of Trust.

All references in this Offering Memorandum to “dollars” or “\$” are references to the currency of Canada unless otherwise specified.

- The Fund:** Ninepoint Trade Finance Fund (the “**Fund**”) is an investment entity established as a trust under the laws of the Province of Ontario and governed pursuant to a declaration of trust dated April 9, 2019 (the “**Declaration of Trust**”), as the same may be amended, restated or supplemented from time to time. See “The Fund”.
- The Trustee:** Pursuant to the Declaration of Trust, Ninepoint Partners LP (the “**Trustee**”) is the trustee of the Fund. See “Trustee”.
- The Manager:** Pursuant to the Declaration of Trust, Ninepoint Partners LP (the “**Manager**”) is the Manager of the Fund. See “Management of the Fund”.
- Investment Objective and Strategy of the Fund:** The Fund’s investment objective is to invest primarily in limited partnership interests (“**LP Interests**”) of Ninepoint Highmore Trade Finance Fund LP (the “**Master Fund**”), a Cayman Islands exempted limited partnership, in order to provide investors with attractive risk-adjusted returns with the downside protection associated with investing in trade finance and other asset-based and receivable based secured private credit opportunities in a manner that is decoupled from public markets’ volatility. As a result, the performance of the Fund will be dependent on the performance of the Master Fund. This type of structure is typically referred to as a “feeder” or “master-feeder” structure. The Master Fund is denominated in U.S. dollars and the Fund is denominated in Canadian dollars. To minimize the impact of currency movement, the Fund will use derivatives to hedge against fluctuations in the value of the U.S. dollar relative to the Canadian dollar. See “Investment Objective and Strategy of the Fund”.
- The Master Fund:** The Master Fund is an exempted limited partnership formed and registered in the Cayman Islands on March 20, 2019. The general partner of the Master Fund is Ninepoint Highmore Trade Finance Fund GP Inc. (the “**General Partner**”), an exempted company incorporated under the laws of the Cayman Islands. The Master Fund’s AUM (the “**Master Fund AUM**”) will be the total assets of the Master Fund including assets financed using leverage. See “The Master Fund”.
- Investment Objective and Strategies of the Master Fund:** The investment objective of the Master Fund is to achieve attractive risk-adjusted returns with the downside protection associated with investing in trade finance and other asset-based and receivable based

secured private credit opportunities in a manner that is decoupled from public markets' volatility.

The Master Fund will invest in secured asset-based loans and secured trade finance and receivable based strategies, including receivable factoring, supply chain finance, purchase order financing and inventory financing. All investments will be insured or secured by Standby Letter of Credit ("LC") by an insurance company or Bank acceptable to the General Partner. Factoring transactions will be credit insured or secured by LC for 100% of the investment amount. Supplier Purchase Finance transactions will be insured for at least 90% of the investment amount and accrued interest. Notwithstanding the foregoing, the Master Fund may invest up to 10% of the Target AUM (as hereinafter defined) in investments in government receivables that are uninsured or not secured by LC. The General Partner will establish guidelines as to what proportion of the Master Fund will invest in secured first lien transactions versus secured second lien transactions as well as other forms of collateral.

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

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. See "Management of the Fund - The Manager".

Loan Facilities:

The Master Fund may enter into loan facilities with one or more lenders for the purposes of (i) covering Master Fund expenses, (ii) financing investments and bridge investments, (iii) funding redemptions and (iv) any other purpose determined advisable by the Advisor (as hereinafter defined).

Investment Restrictions of the Master Fund:

Unless authorized by the General Partner in writing, the Master Fund will not invest more than 20% of the Target AUM (as hereinafter defined) in the securities or other obligations of any one issuer (or up to 100% of the Target AUM prior to the one-year anniversary of the initial subscription to the Fund), with the ability to hold one single investment that can be up to 20% of Target AUM. The Master Fund's Target AUM (the "**Target AUM**") will be estimated debt plus equity.

The Master Fund will not invest (i) more than 40% of the Target AUM in any one industry sector (or up to 100% of the Target AUM prior to the one-year anniversary of the Initial Subscription Date (as hereinafter defined)); (ii) more than 50% of the Target AUM outside of the United States of America and Canada; and (iii) in junior debt and equity or equity-like transactions.

The restrictions set forth above are measured at the time of purchase, when the Master Fund enters into a definitive commitment to consummate such investment.

The Master Fund is not otherwise constrained by geography, currency or type of investment.

The Advisor:

Pursuant to an advisory agreement (the “**Advisory Agreement**”), the General Partner has retained Highmore Group Advisors, LLC (the “**Advisor**”) as the advisor to the Master Fund with respect to the Master Fund’s portfolio. The Advisor is a limited liability company formed and organized under the laws of Delaware for the purpose of providing discretionary portfolio management and investment advisory services to pooled investment vehicles.

The Advisor will originate and underwrite transactions that are compliant with the investment restrictions and guidelines of the Master Fund. The Advisor will procure, service, administer and monitor the Master Fund’s portfolio. The Advisor will also be responsible for collections and payments relating to the loan portfolio and maintain appropriate accounting records. Any and all fees collected from the borrowers, including all work fees, commitment fees, facility fees, audit fees, amendment fees and monitoring fees will be retained for the account of the Master Fund.

The General Partner may, in accordance with the Advisory Agreement, terminate and replace the Advisor. See “The Master Fund – The Advisor”.

Investor Suitability:

The Fund is suitable for investors seeking income, preservation of capital and growth potential over the long-term. Investors should not have a need for short-term liquidity or cash distributions and 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:

The Fund is offering Series A, Series F, Series PF, Series PF1 and Series I units (the “**Units**”) on a continuous basis to investors resident in the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, New Brunswick, Nova Scotia, Newfoundland and Labrador, and Prince Edward Island (collectively, the “**Offering Jurisdictions**”). The Fund will cease offering Series PF Units on June 30, 2020. 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. If on any Valuation Date the amount of subscriptions for Units is less than \$150,000 in the aggregate, the Manager will hold such subscriptions in cash until such time as additional subscriptions are received and total \$150,000 in the aggregate. Accordingly, the issue date for such Units will be the next Valuation Date. Only upon receipt of additional subscriptions that total

\$150,000 in the aggregate will such subscriptions be used to subscribe for LP Interests with an aggregate value of at least \$150,000. No certificates evidencing ownership of Units will be issued to Unitholders. See "Details of the Offering".

Initial Subscription Date: The Fund intends to accept aggregate initial subscriptions and begin operations once it has received subscriptions for Units of at least \$10,000,000 (the date such initial subscriptions are accepted being the "**Initial Subscription Date**").

Personal Investment Capital: **Certain directors, officers and employees of the Manager and/or its affiliates and associates may purchase and hold Units of the Fund and the securities of certain of the portfolio companies from time to time. See "Conflicts of Interest".**

Valuation Date: The net asset value ("**Net Asset Value**") of the Fund and the Master Fund and the Net Asset Value per Unit and the Net Asset Value per LP Interest 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 and the General Partner may in their discretion designate with the consent of the Advisor (each, a "**Valuation Date**").

Price: Units will be offered initially at a subscription price of \$10 per Unit and thereafter at a price equal to the Net Asset Value per Unit for the applicable class of Units on the last business day of each month. See "Computation of Net Asset Value of the Fund".

Minimum Initial Subscription: The minimum initial subscription amount is \$10,000 for an investor that qualifies as an "accredited investor" as such term is defined under section 1.1 of National Instrument 45-106 *Prospectus Exemptions* and, in Ontario, section 73.3(2) of the *Securities Act* (Ontario). The Manager may in its sole discretion of accept subscriptions for lesser amounts from "accredited investors". The \$150,000 "minimum amount investment" exemption is also available to eligible investors. 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 an investor unless the Manager is satisfied that the subscription is in compliance with the requirements of applicable securities legislation. These minimum initial subscription amounts are net of any sales commissions payable by an investor to their registered dealer. See "Dealer Compensation". Investors whose subscriptions have been accepted by the Manager will become Unitholders.

Description of Units: 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, each of which will represent an equal, undivided interest in the net assets of the Fund. The Fund may issue fractional Units so that subscription funds may be fully invested. Each whole Unit of a particular class or series has equal rights to each other Unit of the same class or series with respect to all matters, including voting, receipt of

distributions from the Fund, liquidation and other events in connection with the Fund. Each Unitholder will be entitled to one vote for each whole Unit held. See “Description of Units”.

The Fund has authorized the issuance and sale of Series A, Series F, Series PF, Series PF1 and Series I Units. The Series A Units will be issued to qualified purchasers. The Series F 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.

Series PF and Series PF1 Units will be issued at the discretion of the Manager to qualified individual purchasers or discretionary accounts of an advisor holding, in aggregate, \$15,000,000 or more in the Fund, where such advisor has signed a dealer agreement with the Manager in respect of Series PF and Series PF1 Units. The Manager may reject a subscription for Series PF and Series PF1 Units for any reason. Following June 30, 2020, Series PF Units will be closed to new subscriptions.

Series I Units will be issued to institutional investors at the discretion of the Manager. If a Unitholder ceases to be eligible to hold Series I Units, the Manager may, in its sole discretion, reclassify such Unitholder’s Series I Units for Series A 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 Series I Units.

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. 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.

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” 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.

By executing a subscription form for Units in the form prescribed by the Manager, each investor is making certain representations, and the Manager, the Fund and any dealer are entitled to rely on such representations to establish the availability of exemptions from the prospectus requirement. In addition, the investor 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 investor and will not be disclosed to third parties (other than the investor's professional advisors) without the prior written consent of the Manager.

Additional Subscriptions:

Investors may make additional investments of not less than \$5,000. Unitholders subscribing for additional Units should complete the subscription form prescribed from time to time by the Manager.

Management Fees Payable by the Fund:

The Fund will pay the Manager a management fee that is calculated and accrued monthly on each Valuation Date and payable on the last business day of each month in respect of the Units (together, the "Management Fee"). Each series of Units is responsible for the Management Fee attributable to that series.

Series A Units

The Fund will pay the Manager a monthly Management Fee at a rate equal to $\frac{1}{12}$ of 1.10% (approximately 1.10% per annum) of the Net Asset Value of the Series A Units, plus applicable federal and provincial taxes (including HST).

Series F, Series PF and Series PF1 Units

The Fund will pay the Manager a monthly Management Fee at a rate equal to $\frac{1}{12}$ of 0.10% (approximately 0.10% per annum) of the Net Asset Value of the Series F Units, Series PF and Series PF1 Units, plus applicable federal and provincial taxes (including HST). The Management Fee payable in respect of the Series PF Units will be reduced by $\frac{1}{12}$ of 0.40% of the Net Asset Value of the Units and Series PF1 Units will be reduced by $\frac{1}{12}$ of 0.20% of the Net Asset Value of the Units, plus applicable federal and provincial taxes (including HST). The Series PF Units will be closed to new subscriptions following June 30, 2020.

Series I Units

Subject to the discretion of the Manager, investors who purchase Series I Units must either: (i) enter into an agreement with the Manager which identifies the monthly Management Fee negotiated with the Unitholder which is payable directly to the Manager; or (ii) enter into an agreement with the Fund which identifies the monthly Management Fee negotiated with the Unitholder which is payable by the Fund to the Manager, plus applicable federal and provincial taxes (including HST).

By investing in the Master Fund, the Fund indirectly will be subject to the Advisory Fee and Performance Fee, administrative fees and expenses payable by the Master Fund. The Master Fund will pay the Advisor an advisory fee that is accrued monthly and calculated and

payable monthly at a rate equal to $\frac{1}{12}$ of 1.55% (approximately 1.55% per annum) of the end of month Master Fund AUM.

The Fund will not pay a management fee to the Manager that to a reasonable person would duplicate a fee payable for the same service. See “Fees and Expenses – Management 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; and all brokerage commissions and other fees associated with the purchase and sale of portfolio securities and other 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 5.00% of the Net Asset Value of the Series A 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 equal to $\frac{1}{12}$ of 1.00% of the Net Asset Value of the Series A Units sold by such dealers outstanding. Payments are calculated and paid quarterly to registered dealers from the Management Fees the monthly 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 an annual basis. See “Dealer Compensation – Service Commission”.

Fees Payable by the Master Fund:

As the Fund will invest directly in the Master Fund, Unitholders will indirectly bear the fees and expenses of the Master Fund, such as audit fees, custody fees and other operating expenses.

Advisory Fees Payable by the Master Fund to the Advisor:

As compensation for providing management and administrative services to the Master Fund, the Advisor receives a monthly advisory fee from the Master Fund at a rate equal to $\frac{1}{12}$ of 1.55% (approximately 1.55% per annum) of the end of month Master Fund AUM (the “**Advisory Fee**”).

The Advisor pays a portion of the Advisory Fee to the General Partner as compensation for the General Partner’s services to the Master Fund and to the Manager as compensation for the Manager’s services to the Advisor. No additional fees are payable by the Master Fund to the Manager.

See “Fees and Expenses – Advisory Fees Payable to the Advisor”.

Performance Fees Payable by the Master Fund to the General Partner:

The Master Fund will pay the following Performance Fees to the General Partner:

The General Partner is entitled to receive from the Master Fund a quarterly performance fee (the “**Performance Fee**”) attributable to the Master Fund. If the difference by which the return in the Net Asset Value per LP Interest of the Master Fund (before calculation and accrual for the Performance Fee) from the beginning of the quarter (or the inception date as applicable) to the end of the quarter exceeds 7% annualized (the “**Preferred Return**”) for the same period (or prorated for partial quarters), and such return is between 7% and 8.75% on an annualized basis, such amount in excess of the Preferred Return shall be payable to the General Partner as a Performance Fee, plus applicable taxes. If the difference by which the return in Net Asset Value per LP Interest of the Master Fund (before calculation and accrual of the Performance Fee) in the particular quarter exceeds the Preferred Return and is 8.75% or more on an annualized basis, then such amount between the Preferred Return and 8.75%, plus 20% of the return above 8.75% shall be payable to the General Partner as a Performance Fee, plus applicable taxes.

If the performance of the Master Fund per LP Interest in any quarter is positive but less than the Preferred Return, then no Performance Fee will be payable in that particular quarter, and the difference between such return of the Master Fund and the Preferred Return is not carried forward. However, if the performance of the Master Fund per LP Interest in any quarter is negative, such negative return will be added to the subsequent quarter’s Preferred Return when calculating the amount of the Performance Fee. The Performance Fee will be calculated monthly and payable quarterly. The General Partner pays a portion of the Performance Fee to the Advisor.

Redemption of Units:

Unitholders may request that Units be redeemed for either (a) cash at their Net Asset Value per Unit or (b) LP Interests at a redemption price equal to 95% of their Net Asset Value per Unit (in each case, the “**Redemption Amount**”) as of the end of each month (a “**Redemption Date**”). Redemption requests (each 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 (i) 90 calendar days prior to a Valuation Date in the case of redemption of Series A, Series F or Series I Units or (ii) 14 days prior to a Valuation Date in the case of redemption of Series PF or Series PF1 Units; provided, however, that for redemption of Series PF or Series PF1 Units, the discretionary account manager must submit concurrent subscriptions for Series PF or Series PF1 Units that at minimum offset the Redemption Notice submitted. A Redemption Notice is included as Appendix A of this Offering Memorandum. If a Redemption Notice is received, and deemed acceptable, by the Manager at such time, Units will be redeemed at the Net Asset Value per Unit (or, in the case of a redemption for LP Interests, 95% of the Net Asset Value per Unit) determined on the first month end which is at least (i) 90 days following receipt of the Redemption Notice in the case of redemption of Series A, Series F or Series I Units or (ii) 14 days following receipt of the Redemption Notice in the case of Series PF or Series PF1 Units.

If for any Redemption Date, the Manager has received from one or more Unitholders acceptable Redemption Notices to redeem in aggregate 5% or more of the outstanding Units, the Manager may, in its discretion, choose to meet such redemptions on a pro rata basis effective as of subsequent quarter-end and to meet such excess redemptions on a pro rata basis effective as of subsequent quarter-ends, subject to the application of the 5% limitation for each subsequent quarter-end.

Payment of the Redemption Amount will be paid to the redeeming Unitholder as soon as is practicable and, in the case of a Redemption Amount to be paid in cash, in any event within 30 days following the Redemption Date for which such redemption is effective. Each such redemption shall be made on a Valuation Date. Until such time as they are redeemed, the portion of any redemption requests that are not satisfied on a Redemption Date will remain invested in, and therefore still subject to the risks of, the Master Fund. Unitholders who receive LP Interests as payment of a Redemption Amount will become limited partners of the Master Fund and will therefore remain subject to the risks of the Master Fund as a consequence thereof. The Redemption Amount will be paid in dollars.

Notwithstanding and without limiting any of the provisions contained herein and in the Declaration of Trust, 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.

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.

The Manager (after consultation with the Advisor) 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 and/or the calculation of Net Asset Value: (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 in the opinion of the Manager a significant portion of securities, instruments or derivatives owned by the Fund (or any successor thereto) are traded; (ii) for any period during which in the opinion of the Manager conditions exist which render the sale of assets of the Fund not reasonably practicable or the sale of such assets would be seriously prejudicial to investors of the Fund, or which impair the ability of the Fund to determine the value of the assets of the Fund; or (iii) in the opinion of the Manager, the effect of such withdrawals or redemptions would result in a violation of law or violate or cause serious adverse consequences under any investment or agreement governing any indebtedness incurred by the Fund or would seriously impair the Fund's ability to operate.

See "Redemption of Units".

Transfer or Resale:

Units are subject to restrictions on resale under applicable securities legislation. As there is no market for the Units, it may be difficult or even impossible for an investor to sell them other than by way of a redemption of their Units.

A redemption of the Units in accordance with the provisions set out in this Offering Memorandum is likely to be the only means of liquidating an investment in the Fund.

Distributions:

Unitholders of a class of Units will be entitled to receive a monthly distribution equal to 100% of the Net Income of the Fund attributable to such class, as applicable, from the preceding month.

Monthly distributions to Unitholders of a class of Units will be automatically reinvested in additional Units of the class at the Net Asset Value per Unit of such class of Units on the date of distribution unless the Unitholder has submitted an election to receive distributions in cash prior to the date of distribution. Cash distributions will be made in dollars. The Fund reserves the right to adjust the distribution amount for a class if deemed appropriate.

Additional distributions of income, if any, and distributions of realized capital gains if any, will be made annually during the last month of the Fund's fiscal year (currently December). The Fund will distribute in each fiscal year such portion of its annual Net Income and Net Realized Capital Gains (as such terms are defined in the Declaration of Trust) 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 determine. 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.

Distributions to Unitholders are generally 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. 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 will be provided to Unitholders promptly after the close of the fiscal year in which the distribution was made.

Investors should not confuse these distributions with the Fund's rate of return or yield. See "Distributions".

The Master Fund will pay the Fund monthly distributions calculated and payable in arrears as of the last Valuation Date of each month of interest, fees and dividends ("**Current Income**"), net of amounts used or reserved to pay the Master Fund's expenses (including fees payable to the General Partner and Advisor), as determined eligible for distributions by the General Partner in consultation with the Advisor. These distributions are not guaranteed and may change at any time at the sole discretion of the General Partner.

Risk Factors and Conflicts of Interest:

The Fund is subject to various risk factors and conflicts of interest.

Prospective investors should review closely the investment objective, strategies and restrictions to be utilized by the Fund and the Master Fund as outlined herein to familiarize themselves with the risks associated with an investment in the Fund. 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 in the Fund requires the financial ability and willingness to accept the high risks and 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. No assurance can be given that the Fund's investment objectives will be achieved or that investors will receive a return of their capital. Investors should have the financial ability and willingness to accept the risk characteristics of the Fund's investment in the Master Fund.

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 Tax Deferred Plans:	The Units are expected to be “qualified investments”, as defined in the Tax Act for a trust governed by a registered retirement savings plan (“RRSP”), a registered retirement income fund (“RRIF”), a registered disability savings plan (“RDSP”), a deferred profit sharing plan (“DPSP”), a registered education savings plan (“RESP”) or a tax-free savings account (“TFSA”).
Year-End:	December 31
Auditors to the Fund:	KPMG LLP Toronto, Ontario
Auditors to the Master Fund:	Marcum LLP New York, New York
Canadian Legal Counsel to the Fund and the Master Fund:	Stikeman Elliott LLP Toronto, Ontario
Cayman Counsel to the Master Fund:	Maples and Calder Grand Cayman, Cayman Islands
Custodian to the Fund:	CIBC Mellon Trust Company Toronto, Ontario
Record-keeper to the Fund:	CIBC Mellon Trust Company Toronto, Ontario
Administrator of the Fund:	CIBC Mellon Trust Company Toronto, Ontario
Cayman Administrator:	Apex Fund Services Ltd. Hamilton, Bermuda

THE FUND

Ninepoint Trade Finance Fund (the “**Fund**”) is an investment entity established as a trust under the laws of the Province of Ontario pursuant to a declaration of trust applicable to the Fund dated as of April 9, 2019 (the “**Declaration of Trust**”), as the same may be amended, restated or supplemented from time to time.

Pursuant to the Declaration of Trust, Ninepoint Partners LP (in such capacity, the “**Trustee**”) is the trustee of the Fund. The principal office of the Trustee is located at Suite 2700, South Tower, Royal Bank Plaza, 200 Bay Street, Toronto, Ontario, M5J 2J1. See “Trustee”.

CIBC Mellon Trust Company is the custodian of the Fund (the “**Custodian**”). See “Custodian”.

CIBC Mellon Trust Company (the “**Record-keeper**”) is the record-keeper of the Fund.

Ninepoint Partners LP (the “**Manager**”) 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. The Manager is responsible for the management of the day-to-day business and administration of the Fund. A copy of the Declaration of Trust 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 Series A, Series F, Series PF, Series PF1 and Series I Units. The Fund will cease offering Series PF Units on June 30, 2020. Additional classes and/or series of Units may be offered in the future. See “Description of Units”.

Investors whose subscription for Units of the Fund have been accepted by the Manager will become Unitholders.

INVESTMENT OBJECTIVE AND STRATEGY OF THE FUND

Investment Objective

The Fund’s investment objective is to invest primarily in limited partnership interests (“**LP Interests**”) of Ninepoint Highmore Trade Finance Fund LP (the “**Master Fund**”), a Cayman Islands exempted limited partnership, in order to provide investors with attractive risk-adjusted returns with the downside protection associated with investing in trade finance and other asset-based and receivable-based secured private credit opportunities in a manner that is decoupled from public markets’ volatility.

Investment Strategy

To achieve its investment objective the Fund intends to invest primarily in the Master Fund. As a result, the performance of the Fund will be dependent on the performance of the Master Fund. This type of structure is typically referred to as a “feeder” or “master-feeder” structure. The performance of the Fund will be dependent on the performance of the Master Fund, which is denominated in U.S. dollars, and the currency movement of the U.S. dollar relative to the dollar. To minimize the impact of currency movement, the Fund will use derivatives to hedge against fluctuations in the value of the U.S. dollar relative to the dollar.

The Master Fund may enter into loan facilities with one or more lenders for purposes of (i) covering Master Fund expenses, (ii) financing investments and bridge investments, (iii) funding redemptions and (iv) any other purpose determined advisable by the Advisor (as hereinafter defined), provided that the Master Fund will not incur additional borrowing if such additional borrowing would cause the outstanding leverage

amount of the Master fund following such additional borrowing to exceed two times (2x) the Net Asset Value (as hereinafter defined) of the Master Fund as of the date of debt incurrence.

THE MASTER FUND

The Master Fund is an exempted limited partnership formed and registered in the Cayman Islands on March 20, 2019. The Master Fund's registered office is located at Maples Corporate Services Limited, P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. The general partner of the Master Fund is Ninepoint Highmore Trade Finance Fund GP Inc. (the "**General Partner**"), an exempted company incorporated under the laws of the Cayman Islands. Ninepoint Financial Group Inc. is the sole shareholder of the General Partner.

The Master Fund was formed for the purpose of making investments. See "Investment Objective and Strategies of the Master Fund" below. The Master Fund may maintain a portion of its assets in cash from time to time to pay expenses, to pay dividends and to fund redemption requests.

Limited partnership interests of the Master Fund ("**LP Interests**") are issuable in one or more classes and/or series of limited partnership interests. The Master Fund currently offers Class F LP Interests. Additional classes and/or series of LP Interests may be offered in the future in the sole discretion of the General Partner. The LP Interests have an operational currency of U.S. dollars for subscription, redemption and performance reporting purposes.

Subject to the Master Fund's limited partnership agreement, the unissued LP Interests of the Master Fund are under the control of the General Partner. The General Partner may issue, allot, dispose of or grant options over those unissued LP Interests to any persons, on any terms and in any manner they think fit. No limited partner has any pre-emptive right to purchase LP Interests.

LP Interests are redeemable at the demand of investors. The General Partner has engaged the Administrator to, among other things, administer the issuance and redemption of such LP interests.

The return to the Fund will be dependent on the return of the LP Interests it holds. As an investor in the Master Fund, the Fund will bear the expenses of the Master Fund.

The General Partner has exclusive authority to manage the operations and affairs of the Master Fund, to make all decisions regarding the business of the Master Fund and to bind the Master Fund, in accordance with the terms of the Master Fund's limited partnership agreement. The General Partner may, pursuant to the terms of the Master Fund's limited partnership agreement, engage third parties to provide certain services to the Master Fund where, in the discretion of the General Partner, it would be in the best interests of the Master Fund to do so. The General Partner shall exercise its powers and discharge its duties honestly, in good faith, and with a view to the best interests of the Master Fund and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The General Partner shall be entitled to retain advisors, experts or consultants to assist in the exercise of its powers and the performance of its duties.

The General Partner has engaged the Advisor to provide certain services to the Master Fund, but the General Partner remains responsible for supervising the Advisor's activities on behalf of the Master Fund.

The current Board of Directors of the General Partner is composed of Wendy Zhang, Campbell Congdon and Ramesh Kashyap. If additional directors are elected, the Master Fund may also compensate those directors for services rendered in that capacity.

The services of Campbell Congdon and Wendy Zhang are being provided by Maples Fiduciary Services (Cayman) Limited ("**Maples Fiduciary**"), a regulated entity in the Cayman Islands which is ultimately owned and controlled by the equity partners of the Maples Group (which includes Maples and Calder, the Company's Cayman Islands legal counsel).

Maples Fiduciary has entered into a director services agreement (the "**Director Services Agreement**") with the General Partner which sets out the terms on which it will provide the services of Campbell Congdon and Wendy Zhang.

Maples Fiduciary is entitled to remuneration from the General Partner at its customary rates and for reimbursement of its out-of-pocket expenses, including all travelling, hotel and other expenses properly incurred by the directors supplied by Maples Fiduciary in attending meetings of the directors or any shareholders meeting held in connection with the business of the General Partner.

The directors provided by Maples Fiduciary are non-executive directors of the General Partner and are not required to devote their full time and attention to the business of the General Partner. They may be engaged in any other business and/or be concerned or interested in or act as directors or officers of any other company or entity. Neither Maples Fiduciary nor any of the directors supplied by Maples Fiduciary are responsible for (i) the commercial structuring of the General Partner or its investment strategy, (ii) the purchase or sale of any investment on behalf of the General Partner (which is the responsibility solely of the Manager), (iii) the valuation of the assets of the General Partner, or (iv) any loss or damage caused by the acts or omissions of the Manager, the Advisor, the Administrator, Custodian or any of their delegates or sub-delegates unless any such loss or damage is actually occasioned by the actual fraud or wilful default of the directors supplied by Maples Fiduciary.

The Articles of Association (the "**Articles**") of the General Partner provide that every director and officer of the General Partner shall be indemnified out of the assets of the General Partner against any liability incurred as a result of any act or failure to act in carrying out his or her functions other than such liability (if any) that may be incurred by reason of the actual fraud or wilful default of such director or officer. The Articles also provide that no such director or officer shall be liable to the General Partner for any loss or damage in carrying out his or her functions unless that liability arises through the actual fraud or wilful default of such director or officer.

The Director Services Agreement provides that none of Maples Fiduciary or any of the directors provided by the Maples Group shall be liable to the General Partner under or in connection with the Director Services Agreement in an amount of more than US\$5,000,000, except in circumstances where such liability was caused by the actual fraud of Maples Fiduciary or, as the case may be, any of the directors provided by the Maples Group.

Wendy Zhang

Wendy Zhang serves as an independent director on a wide range of alternative investment funds, including hedge funds, fund of funds, segregated portfolio companies, private equity vehicles and related structures. Prior to joining the Maples Group, Wendy was the Head of Private Equity Fund Services at Deutsche Bank in the Cayman Islands and was responsible for a global team and assets under administration of multiple billion dollars. From 2013 to 2018, she managed financial reporting, client and investor relations, transfer agency, custody, regulatory compliance and corporate governance for a diverse portfolio of onshore and offshore alternative investment fund structures. Previously, Wendy was a Fund Accountant with Collier Capital Limited in London, specialising in private equity secondaries funds. During this time, Wendy was responsible for financial performance reviews, investment monitoring, investor relations and complex financial presentations including the review and analysis of various offering documents. She began her career in 2005 with Deloitte in London, auditing FTSE 100 real estate companies and global private equity

funds. Wendy graduated from the University of Bristol with a Bachelor of Science degree in Economics and Accounting (1st Class Honours). She is a Chartered Accountant (ACA), a member of the Institute of Chartered Accountants in England and Wales (ICAEW) and a member of the Cayman Islands Institute of Professional Accountants (CIIPA).

Campbell Congdon

Campbell Congdon serves as an independent director on a wide range of alternative investment funds, including hedge funds, fund of funds, segregated portfolio companies, private equity vehicles and related structures. He has over 20 years' experience in financial services covering, hedge funds, mutual funds, OEICs, unit trusts, securitisations, note programmes, derivatives and various financial products. Prior to joining the Maples Group Campbell was the Financial Controller for Banco Bradesco S.A. (Grand Cayman branch) for 12 years where he was responsible for the accounting and valuation of the loan, equity and debt securities portfolios; derivatives; notes programmes; segregated portfolio company series and subordinated debt issues. Prior to this, he was a Senior Fund Accountant at Butterfield Bank (Cayman) from 2005 to 2006, working with single manager and multi strategy funds. From 1998 to 2004 he worked in fund accounting and administration with Bankers Trust and Colonial First State in Australia; and Deutsche Asset Management and State Street Bank & Trust Company in the United Kingdom. He commenced his career in chartered accounting in Australia in 1994 where part of his duties consisted of auditing Self Managed Superannuation Funds. Campbell holds a Graduate Diploma in Applied Finance and Investment from the Financial Services Institute of Australasia (formerly Securities Institute of Australia), a Bachelor of Commerce degree from the Flinders University of South Australia and the Accredited Director designation from the Institute of Chartered Secretaries and Administrators Canada. He is a member of Chartered Accountants Australia and New Zealand, a Senior Associate member of the Financial Services Institute of Australasia and a member of the Cayman Islands Directors Association.

Ramesh Kashyap

Ramesh Kashyap is a Managing Director of the Manager. He has oversight of the Manager's alternative investment strategies, including private debt. Prior to joining the Manager, Ramesh was Head of Acquisitions for PRA Group Canada; global leader in acquiring non-performing debt from financial institutions. Ramesh started his career in equipment finance at GE Capital, before moving on to corporate lending. Over a span of 15 years, Ramesh progressed through building, growing and managing credit platforms at GE, CIT Group and Wachovia (Wells Fargo). Ramesh's industry experience is broad and across asset classes throughout United States and Canada. Ramesh is a graduate of University of Toronto's business program specializing in finance and economics.

INVESTMENT OBJECTIVE AND STRATEGIES OF THE MASTER FUND

Investment Objective

The investment objective of the Master Fund is to achieve attractive risk-adjusted returns with the downside protection associated with investing in trade finance and other asset-based and receivable-based secured private credit opportunities in a manner that is decoupled from public markets' volatility.

Investment Strategy

The Master Fund will invest in secured asset-based loans and secured trade finance and receivable based strategies, including receivable factoring, supply chain finance, purchase order financing and inventory financing. All investments will be insured or secured by Standby Letter of Credit ("LC") by an insurance

company or Bank acceptable to the General Partner. Factoring transactions will be credit insured or secured by LC for 100% of the investment amount. Supplier Purchase Finance transactions will be insured for at least 90% of the investment amount and accrued interest. Notwithstanding the foregoing, the Master Fund may invest up to 10% of the Target AUM (as hereinafter defined) in investments in government receivables that are uninsured or not secured by LC. The General Partner will establish guidelines as to what proportion of the Master Fund will invest in secured first lien versus secured second lien transactions as well as other forms of collateral.

INVESTMENT GUIDELINES OF THE MASTER FUND

The Master Fund will seek to achieve superior long-term performance through a strict and disciplined credit selection strategy. The credit selection process is designed with the objective of reducing risks to capital while attempting to maximize opportunities for income and capital appreciation. The foundation of this strategy is rigorous, bottom-up fundamental analysis that emphasizes asset-level overcollateralization 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.

The investments by the Master Fund will generally be originated and negotiated by the Advisor. The portfolio investments may have varying terms with respect to over-collateralization, seniority, price, convertibility, interest rate, and maturity, but will consist primarily of passive positions (that is, positions in which the Fund does not participate or seek to participate in management or control). In the course of making portfolio investments, the Master 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 Master Fund believes that a minimum gross return of at least five (5) percentage points above the prevailing risk free rate (as determined by the Advisor) will be required for the Master Fund to make portfolio investments, especially those loans to middle market companies where information is not always publicly available. Each potential portfolio investment must also have an identifiable catalyst that will enable the borrower to deleverage the loan within a reasonable period of time (as determined by the Advisor). Such deleveraging can come from a variety of sources, including projected free cash flow, accelerating earnings, the possibility of equity issuance, improved operations, assets sales, mergers and acquisitions, refinancing or corporate restructuring.

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

Any un-allocated cash will be held by the Master Fund until such time as the Master Fund identifies attractive investment opportunities or requires additional funding for portfolio management purposes. Any reserve cash held by the Master 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 U.S. Treasury bills.

INVESTMENT RESTRICTIONS OF THE MASTER FUND

General

Unless authorized by the General Partner in writing, the Master Fund will not invest more than 20% of the Target AUM (as hereinafter defined) in the securities or other obligations of any one issuer (or up to 100% of the Target AUM prior to the one-year anniversary of the initial subscription to the Fund), with the ability to hold one single investment that can be up to 20% of Target AUM. The Master Fund's Target AUM (the "Target AUM") will be estimated debt plus equity.

The Master Fund will not invest (i) more than 40% of the Target AUM in any one industry sector (or up to 100% of the Target AUM prior to the one-year anniversary of the Initial Subscription Date); (ii) more than 50% of the Target AUM outside of the United States of America and Canada; and (iii) in junior debt and equity or equity-like transactions.

The restrictions set forth above are measured at the time of purchase, when the Master Fund enters into a definitive commitment to consummate such investment.

The Master Fund is not otherwise constrained by geography, currency or type of investment.

The General Partner, in consultation with the Manager, may from time to time establish restrictions with respect to the investments of the Master Fund including, without limitation, restrictions as to the proportion of the assets of the Master Fund which may be invested the securities of issuers operating in any industry sector or in any class of investment. The General Partner does not anticipate imposing any restrictions with respect to the investments of the Master Fund other than those outlined above. These restrictions may be changed from time to time by the General Partner to adapt to changing circumstances.

Borrowing

The Master Fund may enter into lines of credit, credit agreements and other financing arrangements (including, without limitation, the establishment of one or more credit facilities) (each a "Credit Facility"), and may incur indebtedness for the purpose of (i) covering Master Fund expenses or other expenses payable by the Master Fund, including the payment of fees to the Advisor, (ii) financing investments and bridge investments (either singly or on a portfolio basis), (iii) funding redemptions and (iv) any other purpose determined advisable by the Advisor, provided that the Master Fund will not incur additional borrowing if such additional borrowing would cause the outstanding leverage amount of the Master Fund following such additional borrowing to exceed two times (2x) the Net Asset Value of the Master Fund as of the date of debt incurrence. Any such borrowings may be secured by the assets of the Master Fund.

Investment through Participation Agreements

The Master Fund may enter into participation agreements with special purpose vehicles ("SPVs") that have been established or will be established to make investments pursuant to which the Master Fund may acquire equitable interests in such investments of an SPV. Such equitable interests shall form a portion of the Master Fund's portfolio and Unitholders of the Fund shall be indirectly subject to the risks associated with such equity interests acquired pursuant to participation agreements.

Security Interests

In furtherance of the Master Fund's investment objective, the Master Fund may grant security in favour of third parties to secure the Master Fund's obligations. The Master Fund may pledge, transfer, encumber, or otherwise create security over some or all of the Master Fund's assets.

The foregoing investment objective, strategy and restrictions of the Master 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 Master 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

Pursuant to the Declaration of Trust, 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 pursuant to the *Limited Partnerships Act* (Ontario) by 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 or entities from time to time.

The principal office of the Manager and Ninepoint GP 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 and Chief Administrative Officer	Corporate Secretary and Director	Chief Compliance Officer and Chief Administrative Officer of the Manager
Shirin Kabani Toronto, Ontario	Chief Financial Officer	as 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. 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 and Chief Administrative 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 Declaration of Trust, 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 Declaration of Trust, 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) preparing, certifying, executing and filing with the appropriate authorities, all such documents as may be necessary or desirable in connection with the issue, sale and distribution of Units, including subscription forms or agreements, any offering memorandum or like offering document of the Fund including, if applicable, reports of exempt distributions as prescribed by Applicable Laws, and any other applicable disclosure documents;
- (n) keeping proper records relating to the performance of its duties as Manager;
- (o) delegating any or all of the powers and duties of the Manager contained in the Declaration of Trust to one or more agents, representatives, officers, employees, independent contractors or other persons without liability to the Manager except as specifically provided in the Declaration of Trust; and
- (p) 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 Declaration of Trust.

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 not appointed an investment manager.

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 Declaration of Trust. 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 Declaration of Trust, 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 Declaration of Trust 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 payable by the Fund to the Manager, 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 person 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 Declaration of Trust.

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 entities, 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 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 Declaration of Trust, 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, wilful 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 Declaration of Trust, 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 Advisor

General

The General Partner has retained Highmore Group Advisors, LLC (the “**Advisor**”) as the advisor to the Master Fund with respect to the portfolio of the Master Fund. The Advisor is a limited liability company formed and organized under the laws of Delaware for the purpose of providing discretionary portfolio management and investment advisory services to pooled investment vehicles.

The Advisor is an alternative asset management company founded in October 2014 and headquartered in New York City. The Advisor was founded by Dipak P. Jogia and Brian Altenburg, a team with a long-shared history at firms such as Man Group, FrontPoint Partners, Bank of America Merrill Lynch, Citigroup and Oppenheimer & Co., where the team built investment businesses, developed differentiated alternative investment strategies, managed funds, and oversaw assets in excess of U.S.\$25 billion. Senior partners also have extensive experience working within high profile ultra high net worth families to grow complex operating businesses, commercialize new technologies, and direct meaningful political and philanthropic efforts. This breadth of experience enables the Advisor to engage holistically with clients, not simply to safeguard and grow their assets, but to genuinely help clients who wish to make a difference: whether expanding a successful family business, starting a new venture, impacting their community, or simply securing peace of mind for future generations.

The Advisor is focused on skills-based investing, which is defined as investments that are driven by idea specific (idiosyncratic) risk. The Advisor aims to create profiles where idiosyncratic risk dominates over market risk through both direct and indirect investing. The Advisor’s core area of expertise is alternative investments. The Advisor’s approach leverages three key elements of differentiation: a focus on investments in the growth stage of their business life-cycle, an integration of behavioral analytics, and the application of scientific process. Alternative investments refer to the varying structures of an investment such as hedge funds, real assets, private credit, or private equity, and cover all asset classes such as cash, equities, and fixed income. Alternative investments cover both public (e.g. stocks or bonds), and private market (e.g. private equity) investments.

The sole Member of the Advisor is Highmore Group Holdings, LP, and the General Partner to Highmore Group Holdings, LP is Highmore Group, LLC. Highmore Group Holdings, LP is majority-owned by Mr. Jogia and Mr. Altenburg.

Pursuant to an Advisory Agreement dated as of April 9, 2019 (the “**Advisory Agreement**”), the General Partner, on behalf of the Master Fund, appointed the Advisor to act as the Advisor to the Master Fund to perform investment and risk analysis, monitor, service, and administer the portfolio held directly by the Master Fund. The Advisor will originate and underwrite transactions that are compliant with the investment restrictions and guidelines of the Master Fund. The Advisor will also be responsible for collections and payments relating to the loan portfolio and maintain appropriate accounting records. Any

and all fees collected from borrowers, including, work fees, commitment fees, facility fees, audit fees, amendment fees and monitoring fees collected from borrowers will be retained for the account of the Master Fund. The Advisor's remuneration is described below.

Advisory Agreement

Pursuant to the Advisory Agreement, the General Partner, on behalf of the Master Fund, appointed the Advisor to provide or engage others to provide all necessary or advisable services to the Master Fund in respect of the portfolio held directly by the Master Fund. The Advisor will take such action from time to time in connection therewith as the Advisor will deem necessary or desirable for the proper administration of the portfolio held directly by the Master Fund at all times in compliance with the investment objective, strategy, guidelines and restrictions set forth in the Advisory Agreement. Pursuant to the Advisory Agreement, the Advisor retained the Manager to provide certain reporting and marketing support services to the Advisor.

The Advisor will exercise the powers granted and discharge its duties pursuant to the Advisory Agreement honestly, in good faith and in the best interests of the Master Fund and 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.

The Manager and the Master Fund will indemnify and hold harmless the Advisor and its members, managers, officers, affiliates and employees 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) in respect of the acts, omissions, transactions, duties, obligations or responsibilities of the Advisor as investment manager to the Master Fund, save and except for any expense, loss, damage, liability, demand, charge, cost or claim to which they would otherwise be subject by reason of their own fraud, gross negligence or willful misconduct.

The Advisor will indemnify and hold harmless the Master Fund, the Fund, the General Partner, the Manager and the Trustee and their directors, officers, affiliates and employees 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) as a result of, in respect of, connected with, or arising out of, under, or pursuant to the breach of the Advisor's standard of care pursuant to the Advisory Agreement or the gross negligence, willful misconduct, willful neglect, default or material failure to comply with applicable laws or the provisions of the Advisory Agreement by the Advisor and its members, managers, officers, affiliates and employees, save and except for any expense, loss, damage, liability, demand, charge, cost or claim to which they would otherwise be subject by reason of their own fraud, gross negligence or willful misconduct.

The Advisory Agreement has an initial three-year term and shall renew automatically for one-year periods thereafter, provided that (i) the ability of the Advisor to make new investments on behalf of the Master Fund may be terminated by the General Partner upon ninety days' notice prior to any renewal; (ii) the investment period of the Master Fund may be terminated early pursuant to the Master Fund's limited partnership agreement upon sixty days' notice, following which the Master Fund will engage only in Runoff Activities (as hereinafter defined), provided that the General Partner is entitled to terminate the Advisory Agreement upon notification to the Advisor of such early termination of the investment period of the Master Fund and retain a new adviser to the Master Fund; (iii) the Advisory Agreement may be terminated by the General Partner and the Master Fund will engage only in Runoff Activities for a period of up to 180 days after the General Partner is notified by the Advisor that certain key employees of the Advisor has ceased to be actively involved on an ongoing basis in, or in a supervisory role on an ongoing basis with respect to, the business operations or investment recommendations or decisions of the Advisor in respect of the Master Fund, in each case, other than for a *de minimis* amount of time, unless a qualified

replacement has been approved by the General Partner in writing; (iv) the Advisory Agreement may be terminated by the General Partner at any time for Cause (as hereinafter defined) upon thirty days' notice; and (iv) the Advisory Agreement may be terminated by the General Partner for the Advisor's failure to either (x) achieve the Target Yield (as defined in the Advisory Agreement) or (y) comply with the investment objectives and investment restrictions set out in the Advisory Agreement.

The Advisor may directly or indirectly transfer its obligations under the Advisory Agreement to any affiliate of the Advisor with the prior written consent of the General Partner. The General Partner shall be entitled to approve such transaction on behalf of the Master Fund.

"Runoff Activities" means (A) holding and disposing of and otherwise dealing with the investments or commitments for investment and other assets of the Master Fund existing on or before the date of the termination of the Master Fund's investment period, (B) (i) making or completing further investments that the Master Fund shall, on or before the date of the termination of the investment period, have a written commitment to make, (ii) making money market investments and (iii) making follow-on investments up to a maximum of 25% of total capital accounts of the Master Fund, (C) refinancing any outstanding bridge financing or indebtedness, (D) issuing drawdown notices in respect of expenses of the Master Fund and investments described in clause (B), (E) engaging in the other non-investment activities of the Master Fund and (f) engaging in other activities that the General Partner determines are necessary, advisable, convenient or incidental to the foregoing.

"Cause" means that the Advisor has: (i) been convicted as determined in a final, non-appealable judgment by a court of competent jurisdiction of, or entered a plea of no contest with respect to, a felony involving a material violation of United States federal securities laws or the misappropriation of funds; (ii) lost any registration, license or other authorization required by it to perform its investment advisory duties under the Advisory Agreement; or (iii) committed acts or omissions that constitute fraud, gross negligence or willful misconduct in carrying out the duties of the Advisor relating to the Master Fund, as the case may be, as determined in a final, non-appealable judgment by a court of competent jurisdiction (provided, that (x) in the case of gross negligence, such acts or omissions have a material adverse effect on the Master Fund and (y) if the employment of the person involved in the event constituting Cause is terminated within ninety days after the date on which the Advisor had actual knowledge of the occurrence of such event, such event shall not constitute Cause). A loss in connection with any investment will not, by itself, constitute fraud, gross negligence or willful misconduct.

Fees and Expenses

The Advisor is entitled to receive a monthly advisory fee from the Master Fund and is entitled to receive a portion of the monthly performance fee payable to the General Partner by the Master Fund. See "Fees and Expenses - Fees Payable by the Master Fund".

Directors and Officers of the Advisor

The officers of the Advisor include Brian M. Altenburg, Managing Partner and Co-Founder, Dipak P. Jogia, Managing Partner and Co-Founder, Jon David Willingham, Partner, Joseph Julian, Managing Director, Jennie Jiang, Managing Director and Amanda H. Haynes-Dale, Managing Director.

The Investment Committee of the Advisor is chaired by Dipak Jogia, Chief Investment Officer, and is comprised of members of the Highmore Trade Finance team. The Investment Committee meets frequently, if not daily, by meeting in person, telephone conference, or other interactive electronic communication to discuss market conditions, portfolio analysis, and investment transaction matters.

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

Name and Municipality of Residence	Position with the Advisor	Principal Occupation
Brian Altenburg, New York, U.S.A.	Managing Partner and Co-Founder	Business Management
Dipak Jogia, New York, U.S.A.	Managing Partner and Co-Founder	Chief Investment Officer, Portfolio Manager
Jon David Willingham, London, U.K.	Partner	Business Development
Joseph Julian, Los Angeles, U.S.A.	Managing Director	Business Development, Real Estate
Jennie Jiang, New Jersey, U.S.A.	Managing Director	Portfolio Manager
Amanda H. Haynes-Dale, New York, U.S.A.	Managing Director	Co-Chair of the Investment Committee

Set out below are the particulars of the professional experience of the directors and senior officers of the Advisor:

Brian Altenburg. Dr Brian Altenburg is a Managing Partner and Co-Founder at Highmore. Prior to Highmore, Brian was the Global Head of Alternative Investments at Oppenheimer & Co. Brian joined Oppenheimer Asset Management Inc. (OAM) in 2012 to head OAM's Alternative Investments Group. While at Oppenheimer he refocused the group's strategy and restructured the team into one of Oppenheimer's most profitable businesses with various new investment additions to the platform before leaving to found Highmore. Oppenheimer's Alternative Investments Group had in excess of \$4 billion in assets at Brian's departure. Before leading Oppenheimer's Alternative Investments Group, Brian was a Managing Director, Group Founder, and Global Head of Citibank's TPG Alternative Solutions and TPG Asset Allocation Solutions at Citibank. In this role he was responsible for building out the firm's customized hedge fund offering which provided custom hedge fund offerings to the firm's more sophisticated clients. In his role he also acted as fund manager for the firm's \$2bn+ multi-strategy Umbrella Fund and launched and acted as portfolio manager for two concentrated hedge fund of funds. Prior to taking his role at Citibank, he was a Managing Director, Group Founder, and Head of Alternative Investment Solutions at Merrill Lynch (and pre-merger, for Bank of America). In this role at Merrill Lynch he was responsible for alternative investment asset allocation, custom hedge fund portfolios and post-merger, third party fund of fund offerings and due-diligence overseeing in excess of \$15 billion. Before joining Merrill Lynch/Bank of America, Brian was a Senior Analyst at Man Investments (Man Group) in London and finally in New York where he focused on hedge fund seeding across various investment strategies. His role involved sourcing of manager opportunities, as well as the completion of due-diligence and monitoring on potential opportunities in a group with assets in excess of \$25bn. Brian started his career at Key Asset Management, a European fund of hedge funds, where he was a member of the investment research team responsible for business development and investment team sourcing. Brian completed his D.Phil. from Oxford University, with a particular interest focused on the areas of organizational behavior and behavioral finance.

Dipak Jogia. Dipak Jogia is a Managing Partner and Co-Founder at Highmore. Prior to Highmore, Dipak was the Head of Alternative Investments Research at Oppenheimer & Co. While at Oppenheimer Dipak was responsible for the direction and management of Oppenheimer's investment research and sourcing of alternative investments where he restructured and re-built their entire research process into a proprietary and repeatable framework. Prior to joining Oppenheimer Asset Management in 2012, Dipak was a Partner

at FrontPoint Partners, a multi-strategy hedge fund partnership based in Greenwich, Connecticut. At FrontPoint, Dipak was a member of the FrontPoint Multi-Strategy Fund Portfolio Team, the FrontPoint Volatility Investments Strategy and the Manager Selection Group. As a member of the FrontPoint Multi-Strategy Fund Portfolio Team, he was responsible for the development, management, and execution of the investment process, which included leading the investment committee, the capital and risk allocation process, as well as investment team monitoring and development. As an investment team member of the FrontPoint Volatility Investments Strategy, he worked with the investment team to source, analyze, structure, and portfolio manage macro investments with a long volatility profile. As a member of the Manager Selection Group he was focused on the origination and due-diligence of new investment teams and strategies, as well as structuring and negotiating partnership terms. Prior to joining FrontPoint in 2005, Dipak worked at Abbey National in London where he was responsible for sourcing and evaluating absolute return managers as well as monitoring portfolio investments. He started his career at Key Asset Management, a European fund of hedge funds, where he was responsible for business development and investment team sourcing. Dipak received a BA in History, a postgraduate Diploma in Economics and an MSc in Economic History from the London School of Economics and Political Science.

Jon David Willingham. Jon David Willingham is a Partner at Highmore, where he focuses on the firm's international businesses and strategic growth. He works closely with institutions, family offices, and ultra-high net worth individuals, advising on current and potential investments, portfolio company strategy, and political and impact concerns. Previously, Jon David was Managing Director of the Office of Robert F. Kennedy, Jr. From Highmore, Jon David continues to direct the family's venture capital and private equity involvements. Jon David has a particularly deep background in sustainable investment and growing disruptive operating businesses, having advised many of the world's leading private and institutional sustainability, cleantech, and renewable energy infrastructure investors in relation to financings totaling in excess of \$2 billion and structured funds in excess of \$2.2 billion. Jon David serves on or advises the boards of directors and senior management of a number of firms and companies, including Starwood Energy Group, ColorZen, Ostara, Vionx Energy, and others. Earlier in his career, Jon David worked for Bear, Stearns & Co. as a public finance investment banking associate, focused on structuring and deal origination for major metropolitan and state clients, as well as large public power issuers. Prior thereto, he was an associate with AEA Holdings and Aetos Capital. Jon David earned an MPA from Harvard University's John F. Kennedy School of Government, and a BA in Economics and Political Science with minors in International Studies and Business Administration from Rhodes College.

Joseph Julian. Dr Joseph Julian is a Managing Director at Highmore. Joseph's experience includes working on structuring and capital formation of the real estate industry having participated in more than 2 million square feet of commercial real estate across the entire risk-return spectrum in multiple product types and geographies. Joseph is a member of the investment committee and portfolio management team, as well as being involved in product development, and investment selection for the firm's institutional clients. Prior to joining Highmore, he was Director of Investments at Oppenheimer & Co. where he designed and managed investment portfolios for the private client group of Oppenheimer with a specialization in alternative investments, including real estate, private equity manager selection, monitoring and risk management for the firm's more sophisticated clients. Joseph provided a broad spectrum of institutional services to family offices, ultrahigh net worth private clients, foundations and endowments. Before joining Oppenheimer Joseph was Head of Absolute Return Strategies for Witenberg Investment Companies / Properties Inc. where he provided portfolio management, due diligence, operator/manager selection, and risk management overseeing \$5 billion of institutional assets, covering commercial real estate, real assets, private credit, hedge funds and private equity. Prior to joining Witenberg Joseph served as Lead Market Strategist for Thomas White Asset Management where he was responsible for a "market perspective" publication and managed the firm's proprietary real assets investment portfolio. Joseph also worked on providing macro research to advisors and guidance for implementing customized alternative investment asset allocations. He also executed risk management with an emphasis on non-correlation, risk factor

diversification and dynamic rebalancing of investments. Joseph received his B.A. and M.A. degrees from California State University, cum laude, areas of study: mathematics, economics, and science and attended UCLA and earned his Doctorate Ph.D. degree from the University of California, San Diego in Theoretical Physics with original research in sound wave technology applied to music and acoustics. Joseph has received awards from the Rockefeller Foundation, the Ford Foundation, the National Endowment for the Arts, Washington D.C. and the 2013 Hedge Fund Institutional Advisor Award.

Jennie Jiang. Jennie Jiang is a Managing Director at Highmore. Jennie Jiang is a Principal at Highmore. Prior to joining Highmore, Jennie was a Senior Director in the Alternative Investments Group at Oppenheimer & Co. where she designed and headed the quantitative analytics platform that included models for portfolio rebalancing, risk and liquidity management. Jennie was also responsible for sourcing and evaluating emerging hedge fund managers as well as investment teams focused on private credit and asset-based investment strategies. Prior to joining OAM in 2012, Jennie was a Vice President and Senior Quantitative Analyst in the TPG Alternative Solution team at Citibank. At Citibank, she developed the Global Advisory Platform, a proprietary quantitative tool that included a qualitative forward looking overlay, aiming to deliver optimized allocation solutions to ultra-high net worth and institutional clients in terms of their alternative investment allocations. Jennie also served as a portfolio manager for 2 proprietary hedge fund of funds and managed accounts totaling \$200M. Prior to joining Citibank, Jennie was a member of the Alternative Investment Solutions group at Bank of America/Merrill Lynch focusing on 3rd Party fund of funds due diligence and advisory services. As Vice President and Head of Market Intelligence, Jennie spearheaded the creation and oversight of multiple asset allocation models and devised a proprietary hedge fund ranking system. She also worked on providing customized advice and guidance to clients on their portfolio construction, specifically, the incorporation of alternative investments into portfolios dominated by traditional investments. Before joining Bank of America/Merrill Lynch, Jennie was a senior structurer in the Asset Backed Securities Group at UBS Investment Bank, where she focused on the structure design and pricing for aviation-related asset-backed securitizations. Jennie started her career at Moody's Investors Service as a Senior Associate in the Structured Finance Department, focusing on building cash flow models and subsequent monitoring for esoteric asset-backed securitizations using Monte Carlo simulation. Jennie received an MSc in Statistics from Harvard University and a BS in Statistics from Peking University, China.

Amanda H. Haynes-Dale. Amanda H. Haynes-Dale is a Managing Director at Highmore. Amanda is President and owner of AH Haynes & Co, Inc, the GP of and Consultant to various funds for which Highmore acts as Advisor, and is Chair of its Investment Committee. Ms. Haynes-Dale has one of the longest track records in the fund of hedge funds industry. Since the inception of her flagship portfolio in 1991, Ms. Haynes-Dale has launched and managed a range of multi-manager products. Under the leadership of Ms. Haynes-Dale, the former advisory company she controlled, Pan Reliance LLC, received numerous awards and was featured in the following publications: WSJ, Bloomberg Brief, HFM Week, and the Hedge Fund Journal. In 2011, Ms. Haynes-Dale was recognized as one of the 50 Leading Women in Hedge Funds by The Hedge Fund Journal and Ernst & Young. Her views on the hedge fund industry have been featured on CNBC, Opalesque, and other media outlets. Ms. Haynes-Dale has also been active in advising other hedge fund allocators. From 2004 to 2013, Ms. Haynes-Dale served on the investment committee of the Rock Maple Funds, a fund of hedge funds group in New York and Tokyo. From 1998-2004, Ms. Haynes-Dale served on the Advisory Board of Key Asset Management, a fund of hedge funds group that was sold to Swedish bank SEB. Prior to launching her own business, Ms. Haynes-Dale was a registered broker-dealer representative and investment manager for Wertheim & Co. (now part of Morgan Stanley). Ms. Haynes-Dale has served on the Spence School Board of Trustees and the Spence School Alumnae Board of Directors, the Board of Directors of American Friends of Sadler's Wells, the Board of Directors of the Texas Chamber Orchestra, and the Board of Trustees of the Philippines-U.S. Council. Ms. Haynes-Dale attended New York University's Stern School of Business, the Madeira School in Greenway, Virginia and the Spence School in New York City.

DESCRIPTION OF UNITS OF 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, each of which will represent an equal, undivided interest in the net assets of the Fund. 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. The Fund may issue fractional Units so that subscription funds may be fully invested. Each whole Unit of a particular class or series has equal rights to each other Unit of the same class or series with respect to all matters, including voting, receipt of distributions from the Fund, liquidation and other events in connection with the Fund. Each Unitholder will be entitled to one vote for each whole Unit held.

The Fund has authorized the issuance and sale of Series A, Series F, Series PF, Series PF1 and Series I Units. The Series A Units will be issued to qualified purchasers. The Series F 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. The Series PF and Series PF1 Units will be issued at the discretion of the Manager to qualified individual purchasers or discretionary accounts of an advisor holding, in aggregate, \$15,000,000 or more in the Fund, where such advisor has signed a dealer agreement with the Manager in respect of Series PF or Series PF1 Units. Following June 30, 2020, Series PF Units will be closed to new subscriptions. The Series I Units will be issued to institutional investors at the discretion of the Manager. If a Unitholder ceases to be eligible to hold Series I Units, the Manager may, in its sole discretion, reclassify such Unitholder's Series I Units for Series A 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 Series I Units. The Manager may reject a subscription for Series PF, Series PF1 or Series I Units for any reason.

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. 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.

Unitholders should consult with their own tax advisors regarding any tax implications of reclassifying or switching between classes of Units.

FEES AND EXPENSES

Fees Payable by the Fund

Management Fees Payable by the Fund

The Fund will pay the Manager a management fee that is calculated and accrued monthly 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 and the General Partner may in their discretion designate with the consent of the Advisor (a "**Valuation Date**") and payable on the last business day of each month in respect of the Units equal to the applicable amount set forth below (together, the "**Management Fee**"). Each series of Units is responsible for the Management Fee attributable to that series.

Series A Units:

The Fund will pay the Manager a monthly Management Fee at a rate equal to $\frac{1}{12}$ of 1.10% (approximately 0.10% per annum) of the Net Asset Value of the Series A Units, plus applicable federal and provincial taxes (including HST).

Series F Units, Series PF and Series PF1 Units:

The Fund will pay the Manager a monthly Management Fee at a rate equal to $\frac{1}{12}$ of 0.10% (approximately 0.10% per annum) of the Net Asset Value of the Series F Units or Series PF Units, plus applicable federal and provincial taxes (including HST). The Management Fee payable in respect of the Series PF Units will be reduced by $\frac{1}{12}$ of 0.40% of the Net Asset Value of the Units and Series PF1 Units will be reduced by $\frac{1}{12}$ of 0.20% of the Net Asset Value of the Units, plus applicable federal and provincial taxes (including HST). The Series PF Units will be closed to new subscriptions following June 30, 2020.

Series I Units:

Subject to the discretion of the Manager, investors who purchase Series I Units must either: (i) enter into an agreement with the Manager which identifies the quarterly Management Fee negotiated with the Unitholder which is payable directly to the Manager; or (ii) enter into an agreement with the Fund which identifies the monthly Management Fee negotiated with the Unitholder which is payable by the Fund to the Manager, plus applicable federal and provincial taxes (including HST).

The Fund will not pay a management fee to the Manager that to a reasonable person would duplicate a fee payable for the same service.

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; and all brokerage commissions and other fees associated with the purchase and sale of portfolio securities and other 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.

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.

Fees Payable by the Master Fund

By investing in the Master Fund, the Fund indirectly will be subject to the Advisory Fee and Performance Fee, administrative fees and expenses payable by the Master Fund described below.

Operating Expenses Payable by the Master Fund

The Master Fund is responsible for the payment of all routine and customary fees and expenses incurred relating to the administration and operation of the Master Fund including, but not limited to: 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; investor servicing costs; costs of providing information to holders of LP Interests (including proxy solicitation material, financial and other reports) and convening and conducting meetings of holders of LP Interests; taxes, assessments or other governmental charges of all kinds levied against the Master Fund; interest expenses; and all brokerage commissions and other fees associated with the purchase and sale of portfolio securities and other assets of the Master Fund; and all expenses associated with the servicing, collection and liquidation of investments held directly by the Master Fund. In addition, the Master Fund will be responsible for the payment of all expenses associated with ongoing investor relations and education relating to the Master Fund.

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

The General Partner 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.

Dealer Compensation

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 5.00% of the Net Asset Value of the Series A 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 equal to $\frac{1}{12}$ of 1.00% of the Net Asset Value of the Series A Units sold by such dealers then outstanding. Payments are calculated and paid quarterly 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 an annual basis.

Advisory Fees Payable to the Advisor

As compensation for providing management and administrative services to the Master Fund, the Advisor receives a monthly advisory fee from the Master Fund at a rate equal to $\frac{1}{12}$ of 1.55% (approximately 1.55% per annum) of the end of month Master Fund AUM (the “**Advisory Fee**”).

The Advisor pays a portion of the Advisory Fee to the General Partner as compensation for the General Partner’s services to the Master Fund and to the Manager as compensation for the Manager’s services to the Advisor. No additional fees are payable by the Master Fund to the Manager.

Performance Fees Payable to the General Partner

The Master Fund will pay the following Performance Fees to the General Partner:

The General Partner is entitled to receive from the Master Fund a quarterly performance fee (the “**Performance Fee**”) attributable to the Master Fund. If the difference by which the return in the Net Asset Value per Unit of the Master Fund (before calculation and accrual for the Performance Fee) from the beginning of the quarter (or the inception date as applicable) to the end of the quarter exceeds 7% annualized (the “**Preferred Return**”) for the same period (or prorated for partial quarters), and such return is between 7% and 8.75% on an annualized basis, such amount in excess of the Preferred Return shall be payable to the General Partner as a Performance Fee, plus applicable taxes. If the difference by which the return in Net Asset Value per Unit of the Master Fund (before calculation and accrual of the Performance

Fee) in the particular quarter exceeds the Preferred Return and is 8.75% or more on an annualized basis, then such amount between the Preferred Return and 8.75%, plus 20% of the return above 8.75% shall be payable to the General Partner as a Performance Fee, plus applicable taxes.

If the performance of the Master Fund per Unit in any quarter is positive but less than the Preferred Return, then no Performance Fee will be payable in that particular quarter, and the difference between such return of the Master Fund and the Preferred Return is not carried forward. However, if the performance of the Master Fund per Unit in any quarter is negative, such negative return will be added to the subsequent quarter's Preferred Return when calculating the amount of the Performance Fee. The Performance Fee will be calculated monthly and payable quarterly. The General Partner pays a portion of the Performance Fee to the Advisor.

DETAILS OF THE OFFERING

Subscription Process

The Fund is offering Series A, Series F, Series PF, Series PF1 and Series I Units (the "**Units**") on a continuous basis to investors resident in the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, Newfoundland and Labrador, and Prince Edward Island (collectively, the "**Offering Jurisdictions**"). The Fund will cease offering Series PF Units on June 30, 2020.

Units are being offered to investors resident in the Offering Jurisdictions pursuant to exemptions from the prospectus requirements under (i) section 2.3 of National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**") or section 73.3 of the Securities Act (Ontario), as the case may be (in each case, the accredited investor exemption), and (ii) section 2.10 of NI 45-106 (minimum amount investment exemption).

The minimum initial subscription amount is \$10,000 for an investor that qualifies as an "accredited investor" as such term is defined under section 1.1 of NI 45-106 and, in Ontario, section 73.3(1) of the *Securities Act* (Ontario). The Manager may in its sole discretion accept subscriptions for lesser amounts from "accredited investors". The minimum initial subscription amount for persons relying on the "minimum amount investment" exemption is \$150,000; provided that such investor is (i) not an individual and, (ii) not created or used solely to rely on the "minimum amount investment" exemption. These minimum initial subscription amounts are net of any sales commissions payable by an investor to their registered dealer. See "Dealer Compensation".

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.

Subscription 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 an investor unless the Manager is satisfied that the subscription is in compliance with the requirements of applicable securities legislation. Investors whose subscriptions have been accepted by the Manager will become Unitholders.

At no time may non-residents of Canada for the purposes of the Tax Act or partnerships that are not "Canadian partnerships" (as defined in the Tax Act) ("**non-Canadian partnerships**") be the beneficial owners of a majority of the outstanding Units. The Manager may require declarations from Unitholders as to the jurisdictions in which beneficial owners of Units are resident or where a partnership is the beneficial owner of Units, the jurisdictions in which the partners are resident. If the Manager becomes aware, as a result of requiring such declarations as to beneficial ownership, that the beneficial owners of 49% of the

Units then outstanding are, or may be, non-residents of Canada and/or non-Canadian partnerships or that such a situation is imminent, the Manager shall make a public announcement thereof and the Manager shall not accept a subscription for Units from, and shall direct the Trustee not to issue Units to and 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 or a non-Canadian partnership. If, notwithstanding the foregoing, the Manager determines that a majority of the Units are held by non-residents of Canada and/or non-Canadian partnerships, the Manager may send or cause to be sent a notice to non-resident and non-Canadian partnership holders of Units, chosen in inverse order to the order of acquisition or registration of Units or in such other manner as the Manager may consider equitable and practicable, requiring them to sell their Units or a portion thereof 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 or non-Canadian partnerships within such period, the Manager may, on behalf of such Unitholders, direct the Trustee to sell such Units and, in the interim and in accordance with Applicable Laws, may direct the Trustee to 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.

Units may be purchased as at the close of business 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 with the consent of the Advisor (each, 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. If on any Valuation Date the amount of subscriptions for Units is less than \$150,000 in the aggregate, the Manager will hold such subscriptions in cash until such time as additional subscriptions are received and total \$150,000 in the aggregate. Accordingly, the issue date for such Units will be the next Valuation Date. Only upon receipt of additional subscriptions that total \$150,000 in the aggregate will such subscriptions be used to subscribe for LP Interests with an aggregate value of at least \$150,000. No certificates evidencing ownership of Units will be issued to Unitholders.

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 month-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 month from the date of commencement of the fiscal month 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 investor, and will forthwith return to the investor the amount (or a portion thereof) tendered by the investor 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 investor 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 and registration requirements described under NI 45-106. In addition, the investor 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 investor and will not be disclosed to third parties (excluding the investor’s professional advisors) without the prior written consent of the Manager.

Eligibility for Investment by Registered Plans

The Fund Units are expected to be “qualified investments”, as defined in the Tax Act for a trust governed by a registered retirement savings plan (“RRSP”), a registered retirement income fund (“RRIF”), a registered disability savings plan (“RDSP”), a deferred profit sharing plan (“DPSP”), a registered education savings plan (“RESP”) or a tax-free savings account (“TFSA”).

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”, “Investment Objective and Strategies of the Master Fund” and “Investment Restrictions of the Master Fund”.

REDEMPTION OF UNITS

Unitholders may request that Units be redeemed for either (a) cash at their Net Asset Value per Unit or (b) LP Interests at a redemption price equal to 95% of their Net Asset Value per Unit (in each case, the “Redemption Amount”) as of the end of each month (a “Redemption Date”). Redemption requests (each 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 (i) 90 days prior to such month end in the case of redemption of Series A, Series F or Series I Units or (ii) 14 days prior to such month end in the case of redemption of Series PF or Series PF1 Units; provided, however, that for redemption of Series PF or Series PF1 Units, the discretionary account manager must submit concurrent subscriptions for Series PF or Series PF1 Units that at minimum offset the Redemption Notice submitted. A Redemption Notice is included as Appendix A of this Offering Memorandum.

A Redemption Notice shall be irrevocable (except as otherwise provided in the Declaration of Trust) 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 in either cash or LP Interests. A Unitholder’s signature on a Redemption Notice shall be guaranteed by a Canadian chartered bank, a trust company or a registered broker or securities dealer acceptable to the Manager.

If a Redemption Notice is received, and deemed acceptable, by the Manager at such time, Units will be redeemed at the Net Asset Value per Unit (or, in the case of a redemption for LP Interests, 95% of the Net Asset Value per Unit) determined on the first month end which is at least (i) 90 days following receipt of the Redemption Notice in the case of redemption of Series A, Series F or Series I Units or (ii) 14 days following receipt of the Redemption Notice in the case of redemption of Series PF or Series PF1 Units.

Payment of the Redemption Amount will be paid to the redeeming Unitholder as soon as is practicable and, in the case of a Redemption Amount to be paid in cash, in any event within 30 days following the Redemption Date for which such redemption is effective. Each such redemption shall be made on a Valuation Date. Until such time as they are redeemed, the portion of any redemption requests that are not satisfied on a Redemption Date will remain invested in, and therefore still subject to the risks of, the Master Fund. Unitholders who receive LP Interests as payment of a Redemption Amount will become limited partners of the Master Fund and will therefore remain subject to the risks of the Master Fund as a consequence thereof.

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.

Notwithstanding and without limiting any of the provisions contained herein and in the Declaration of Trust, 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.

If for any Redemption Date, the Manager has received from one or more Unitholders acceptable Redemption Notices to redeem in aggregate 5% or more of the outstanding Units, the Manager may, in its discretion, choose to meet such redemptions on a pro rata basis effective as of such quarter-end and to meet such excess redemptions on a pro rata basis effective as of subsequent quarter-ends, subject to the application of the 5% limitation for each such subsequent quarter-end.

The Manager may also from time to time fix a minimum investment amount for Unitholders and thereafter give notice to any Unitholder whose Units have an aggregate Net Asset Value of less than such threshold amount that all such Units will be redeemed on the next Valuation Date following the 30th day after the date of the notice. A Unitholder may prevent such redemption by subscribing for and purchasing within the 30-day notice period a sufficient number of additional Units to increase the Net Asset Value of the total number of Units owned to an amount equal to or greater than such threshold amount. As at the date hereof, the Manager has not fixed a minimum threshold amount. The Manager may, in its sole discretion, waive this redemption requirement.

Each Unitholder who has delivered a Redemption Notice or whose Units are required to be redeemed, shall be paid a Redemption Amount equal to, in the case of a Redemption Amount to be paid in cash, the Net Asset Value per Unit for the applicable class on the applicable Redemption Date, multiplied by the number of Units to be redeemed, and, in the case of a Redemption Amount to be paid in LP Interests, 95% of the foregoing amount. If such Redemption Amount is paid on a Distribution Date, the Manager 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 and not paid prior to the applicable Redemption Date. The Redemption Amount will be paid in dollars.

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.

The Manager (after consultation with the Advisor) 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 and/or the calculation of Net Asset Value: (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 in the opinion of the Manager a significant portion of securities, instruments or derivatives owned by the Fund (or any successor thereto) are traded; (ii) for any period during which in the opinion of the

Manager conditions exist which render the sale of assets of the Fund not reasonably practicable or the sale of such assets would be seriously prejudicial to investors of the Fund, or which impair the ability of the Fund to determine the value of the assets of the Fund; or (iii) in the opinion of the Manager, the effect of such withdrawals or redemptions would result in a violation of law or violate or cause serious adverse consequences under any investment or agreement governing any indebtedness incurred by the Fund or would seriously impair the Fund's ability to operate.

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.

RESALE RESTRICTIONS

As the Units offered by this Offering Memorandum are being distributed pursuant to exemptions from the prospectus requirements under NI 45-106, the resale of these Units by investors is subject to restrictions. Investors 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 an investor 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 Administrator, 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 fair market value of the assets and the amount of the liabilities of the Master Fund and the Fund (the net result of which is the "Net Asset Value" of the respective fund) will be calculated by the Administrator in such manner as it shall determine from time to time, subject to the following guidelines:
- (i) the value of any cash on hand or on deposit, bills, demand notes, loans receivable (including loans and portfolio 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, shall be the quoted market value less a percentage discount for illiquidity amortized over the length of the hold period;
- (v) the value of any loan comprising the portfolio will be the unpaid principal amount thereof plus accrued unpaid interest on a Valuation Date, net of any impairment loss recorded on such Valuation Date;
- (vi) a long position in an option or a debt-like security shall be valued at the current market value of the position;
- (vii) 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; and
- (viii) 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.

The General Partner must approve any change to the above valuation methodologies employed for the Master Fund.

- (a) 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.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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 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 first 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 Declaration of Trust). 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 a valuation 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. 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 Declaration of Trust 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 a class of Units will be entitled to receive a monthly distribution equal to 100% of the Net Income of the Fund attributable to such class, as applicable, from the preceding month.

Monthly distributions to Unitholders of a class of 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 the Unitholder has submitted an election to receive distributions in cash prior to the date of distribution. Cash distributions will be made in dollars. The Fund reserves the right to adjust the distribution amount for a class of Units if deemed appropriate.

Additional distributions of income, if any, and distributions of realized capital gains, if any, will be made annually during the last month of the Fund's fiscal year (currently December). The Fund will distribute in each fiscal year such portion of its annual Net Income and Net Realized Capital Gains (as such term is defined in the Declaration of Trust) as will result in the Fund paying no tax under the Tax Act. The amount of any distributions may fluctuate and there can be no assurance that any distributions will be made in any year or of any particular amount.

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 determine. 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.

Distributions to Unitholders are generally 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. 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 will be provided 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.

Investors should not confuse these distributions with the Fund's rate of return or yield.

The Master Fund will pay the Fund monthly distributions calculated and payable in arrears as of the last Valuation Date of each month of interest, fees and dividends ("**Current Income**"), net of amounts used or reserved to pay the Master Fund's expenses (including fees payable to the General Partner and Advisor), as determined eligible for distributions by the General Partner in consultation with the Advisor. These distributions are not guaranteed and may change at any time at the sole discretion of the General Partner.

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 Declaration of Trust or applicable laws, be determined by the majority of the votes duly cast on the question. Subject to the provisions of the Declaration of Trust 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 66 ⅔% of the Units then outstanding is as valid as if it had been passed at a meeting of Unitholders.

AMENDMENTS TO THE DECLARATION OF TRUST

Any provision of the Declaration of Trust 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 requiring Unitholder approval pursuant to the Declaration of Trust. No amendment will 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 Declaration of Trust.

Any provision of the Declaration of Trust 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 a manager reorganization;
- (c) the Fund undertakes a reorganization with, or transfers its assets to, another investment fund or entity, 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 entity;
or
- (d) the Fund undertakes reorganization with, or acquires assets from, another investment fund or entity, if (i) the Fund continues after the reorganization or acquisition of assets, (ii) the transaction results in the unitholders of the other investment fund or entity becoming Unitholders in the Fund, and (iii) the transaction would be a material change to the Fund.

The consent of the Trustee is also required to any amendment if the amendment restricts any protection provided to the Trustee or impacts the responsibilities of the Trustee under the Declaration of Trust.

Notice of any amendment to the Declaration of Trust 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 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 termination of the Fund during the period after giving the notice of termination, 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 Declaration of Trust. 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 Declaration of Trust until the Fund has been wound up.

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 Declaration of Trust; (iii) the Manager is, in the opinion of the Trustee, in material default of its obligations under the Declaration of Trust and such default continues for 120 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.

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 for the Fund and for a prospective investor that, for the purpose of the Tax Act, is an individual, other than a trust, is a resident of Canada, holds the Units of the Fund as capital property, and is not affiliated and deals at arm's length with the Fund. Units will generally be considered capital property to 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 the Fund is a mutual fund trust for the purposes of the Act, a Unit should be a "Canadian security" for the purposes of the election under subsection 39(4) of the Tax Act, and a Unitholder may be entitled to elect under subsection 39(4) of the Tax Act to have its Units treated as capital property.

This summary is based on the current provisions of the Tax Act and the regulations thereunder, all specific proposals to amend the Tax Act and such regulations publicly announced by the Minister of Finance (Canada) prior to the date hereof (the "**Tax Proposals**") and the Manager's understanding of the current administrative and assessing policies of the Canada Revenue Agency ("**CRA**"). This summary does not take into account or anticipate any other changes in the law, whether by legislative, administrative or judicial action.

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 contained in section 261 of 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 “derivative forward agreement” (as defined in the Tax Act). Any such Unitholder should consult its own tax advisor with regard to its income tax consequences.

This summary is of a general nature only, 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 investors should consult their own tax advisors about their individual circumstances.

Status of the Fund

This summary is based on the assumption that the Fund will comply at all material times with the conditions prescribed in the Tax Act and otherwise so as to qualify as a “mutual fund trust” as defined in the Tax Act. The Manager expects the Fund to qualify as a “mutual fund trust” under the Tax Act at all material times. If the Fund were to not qualify as a “mutual fund trust” for the purposes of the Tax Act for any period of time, the tax considerations could be materially different from those described below.

Taxation of the Master Fund

The Manager expects that neither the Master Fund, nor any partner thereof, will have a United States “permanent establishment” under the Canada-United States Income Tax Convention.

Under the Tax Act, the Master Fund itself is not liable for Canadian income tax; however, the income or loss of the Master fund will be computed for each fiscal period as if it were a separate person resident in Canada. The fiscal period of the Master Fund will end on December 31 of each year. The income or loss of the Master Fund, for purposes of the Tax Act, may differ from its income or loss for accounting purposes and may not be matched by cash distributions.

In computing its income or loss for income tax purposes, the Master Fund will generally be entitled to deduct its expenses in its fiscal period in which they are incurred provided that such expenses are reasonable and their deduction is permitted by the Tax Act. The characterization of any gain or loss realized by the Master Fund from the disposition of an investment as either a capital gain or loss or ordinary income or loss will be based on the facts and circumstances relating to the particular disposition.

For purposes of the Tax Act, all amounts relating to the Master Fund, including any income or loss arising from activities outside Canada, must be expressed in Canadian dollars using the exchange rate quoted by the Bank of Canada on the date such amounts first arose, or such other rate of exchange as is accepted by the Canada Revenue Agency.

Taxation of the Fund

The income or loss of the Master Fund for Canadian federal income tax purposes for each fiscal period of the Master Fund will be allocated to the Fund in accordance with the Master Fund’s limited partnership agreement. In general, the Fund’s share of any income or loss of the Master Fund from a particular source (including its share of any taxable gain or allowable capital loss) will retain its character as such, and any provisions of the Tax Act applicable to that type of income or loss will apply to the share of such income or loss allocated to the Fund. 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.

The Declaration of Trust requires that the Fund distribute its net income and net realized capital gains, if any, for each taxation year of the Fund to Unitholders to such an extent that the Fund will not be liable in any taxation year for ordinary income tax (after taking into account any losses of the Fund and any capital gains refunds to which the Fund is entitled).

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. 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. 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 distributions to Unitholders exceed the Net Income and Net Realized Capital Gains of the Fund for the year, such excess distributions will be a return of capital and will not be taxable in the hands of the Unitholder but will reduce the 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.

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 are generally deductible only against taxable capital gains. For this purpose, the Unitholder's proceeds of disposition will not include net income or net taxable capital gains realized by the Fund and paid to the Unitholder on redemption. 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.

Unitholders should consult with their own tax advisors regarding any tax implications of reclassifying or switching between classes of 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.

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.

Taxation of Registered Plans

In general, a trust governed by a RRSP, a RRIF, a RDSP, a DPSP, a RESP, or a TFSA will not be taxable on the amount of a distribution paid or payable to such trust from the Fund, nor on gains realized by such trust on a disposition of a Unit.

International Tax Reporting

Pursuant to the Canada-United States Enhanced Tax Information Exchange Agreement and related Canadian legislation found in Part XVIII of the Tax Act, “reporting Canadian financial institutions” have certain due diligence and reporting obligations in respect of their “U.S. reportable accounts”. The Fund falls within the meaning of “reporting Canadian financial institution” and may be required to provide information to the CRA in respect of its respective Unitholders who are “US reportable accounts”. Accordingly, Unitholders may be requested to provide information to the Fund to identify U.S. persons holding the Units. If a Unitholder is a U.S. person (including a U.S. citizen) or if a Unitholder does not provide the requested information, Part XVIII of the Tax Act will generally require information about the Unitholder’s investments held in the financial account maintained by the Fund to be reported to the CRA, unless the investments are held within a registered plan. The CRA is expected to provide that information to the U.S. Internal Revenue Service.

In addition, Part XIX of the Tax Act was enacted to implement the Organization for Economic Co-operation and Development Common Reporting Standard (the “CRS”), which will require the Fund to provide information to the CRA about accounts maintained for individuals and entities whose residency for tax purposes is in a jurisdiction other than Canada. The CRA will then provide that information to foreign jurisdictions with which it has established a partnership in the context of the CRS. Each year, the Fund will report information collected in the previous year about Unitholders whose residency for tax purposes is in a jurisdiction other than Canada.

If the Fund is unable to comply with its obligations under Part XVIII and Part XIX of the Tax Act, it could face the imposition of withholding taxes and/or penalties under the Tax Act, which could affect the net asset value of the Fund and may result in reduced investment returns to Unitholders. The administrative cost of compliance with Part XVIII and Part XIX of the Tax Act may also cause an increase in the operating expenses of the Fund, further reducing returns to Unitholders. If a Unitholder does not provide the information required to comply with obligations under Part XVIII and Part XIX of the Tax Act, the Unitholder’s Units may be redeemed by the Manager. Unitholders should consult with their own tax advisors regarding the possible implications of the reporting obligations for them and their investments.

RISK FACTORS

An investment in Units involves certain risks, including risks associated with the investment objective and strategy of the Fund and the Master 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

Overall Risk; Not a Complete Investment Program

AN INVESTMENT IN THE FUND IS NOT GUARANTEED AND IS NOT INTENDED AS A COMPLETE INVESTMENT PROGRAM. INVESTMENT IN THE FUND REQUIRES THE FINANCIAL ABILITY AND WILLINGNESS TO ACCEPT THE HIGH RISKS AND 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. NO ASSURANCE CAN BE GIVEN THAT THE FUND'S INVESTMENT OBJECTIVES WILL BE ACHIEVED OR THAT INVESTORS WILL RECEIVE A RETURN OF THEIR CAPITAL. INVESTORS SHOULD HAVE THE FINANCIAL ABILITY AND WILLINGNESS TO ACCEPT THE RISK CHARACTERISTICS OF THE FUND'S INVESTMENT IN THE MASTER FUND. INVESTORS SHOULD REVIEW CLOSELY THE INVESTMENT OBJECTIVE, STRATEGY AND RESTRICTIONS TO BE UTILIZED BY THE FUND AND THE MASTER FUND AS OUTLINED HEREIN TO FAMILIARIZE THEMSELVES WITH THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE FUND.

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 and the Master Fund.

Limited Operating History

Although all persons involved in the management and administration of the Fund, including the service providers to the Fund, have significant experience in their respective fields of specialization, the Fund is newly organized and has no previous operating history upon which prospective investors can evaluate the Fund's likely performance.

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

Distributions may 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”.

Fluctuations in Net Asset Value and Valuation of the Master Fund’s Investments

While the Master Fund is independently audited by its auditors on an annual basis in order to ensure as fair and accurate a pricing as possible, valuation of the Master Fund’s securities and other investments may involve uncertainties and judgmental determinations and, if such valuations should prove to be incorrect, the Net Asset Value of the Master Fund could be adversely affected. Independent pricing information may not at times be available regarding certain of the Master Fund’s securities and other investments. Valuation determinations will be made in good faith in accordance with the Master Fund’s constating documents.

The Master Fund may from time to time have some of its assets in investments which by their very nature may be extremely difficult to value accurately. To the extent that the value assigned by the Master Fund to any such investment differs from the actual value, the Net Asset Value per Unit may be indirectly understated or overstated, as the case may be. In light of the foregoing, there is a risk that a Unitholder who redeems all or part of its Units while the Master Fund holds such investments will be paid an amount less than such Unitholder would otherwise be paid if the actual value of such investments is higher than the value designated by the Master Fund. Similarly, there is a risk that such Unitholder might, in effect, be overpaid if the actual value of such investments is lower than the value designated by the Manager in respect of a redemption. In addition, there is risk that an investment in the Fund by a new Unitholder (or an additional investment by an existing Unitholder) could dilute the value of such investments for the other Unitholders if the actual value of such investments is higher than the value designated by the Manager. Further, there is risk that a new Unitholder (or an existing Unitholder that makes an additional investment) could pay more than it might otherwise if the actual value of such investments is lower than the value designated by the Manager.

Foreign Currency Risk

Although the Fund will hedge the risk of changes in the foreign exchange rate between the U.S. dollar and the Canadian dollar, there may be times when the Fund will not be able to fully protect its underlying assets against losses from exposure to the U.S. dollar. The use of strategies to protect the Fund against a rise in the value of the Canadian dollar relative to the U.S. dollar will not eliminate fluctuations in the value of the Master Fund held by the Fund nor prevent losses should the value of the Master Fund held by the Fund decline. These hedging strategies will also limit the opportunity for gain as a result of an increase in the value of the U.S. dollar relative to the Canadian dollar.

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 the 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 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 and the Master Fund.

Reliance on the Advisor

The Master Fund and, indirectly, the Fund rely on the ability of the Advisor to actively administer the investments comprising the portfolio of the Master Fund. The Advisor will make decisions upon which the success of the Fund will depend significantly. No assurance can be given that the approaches utilized by the Advisor will prove successful. There can be no assurance that satisfactory replacements for the Advisor will be available, if needed. Termination of the Advisory Agreement will not terminate the Fund nor the Master 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 Master Fund. In addition, the liquidation of any securities positions held by the Master Fund as a result of the termination of the Advisory Agreement may cause substantial losses to the Master Fund and, indirectly, the Fund.

Dependence of Advisor on Key Personnel

The Advisor depends, to a great extent, on the services of a limited number of individuals in the administration of the Master Fund's activities. The loss of such services for any reason could impair the ability of the Advisor to perform its activities on behalf of the Master Fund.

Taxation of the Fund

If the Fund were not to qualify as a "mutual fund trust" for the purposes of the Tax Act for any period of time, there could be negative tax consequences for the Fund and its Unitholders. See "Canadian Federal Income Tax Considerations - Status of the Fund".

No Ownership Interest in the Portfolio

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

Distributions

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 Declaration of Trust 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 distributions may be reinvested in additional Units. 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.

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 Declaration of Trust 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 Declaration of Trust, 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.

Lack of Independent Experts Representing Unitholders

The Fund and the Manager have consulted with a single legal counsel regarding the formation and terms of the Fund and the offering of the Units. Unitholders have not, however, been independently represented. Therefore, to the extent that the Fund, Unitholders or this offering could benefit by further independent review, such benefit will not be available. Each prospective investor should consult his or her own legal, tax and financial advisors regarding the desirability of purchasing the Units and the suitability of investing in the Fund.

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.

Charges to the Fund

The Fund is obligated to pay management fees to the Manager, 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".

Risks Associated with the Master Fund and Investments by the Master Fund

Overall Investment Risk

All investments in securities risk the loss of capital. There may be increased risk due to the nature of the securities to be purchased and traded by the Master Fund and the investment techniques and strategies used to try to increase profits. While the Advisor will devote its best efforts to the management of the Master Fund's portfolio, neither it nor the Manager can give an assurance that the Master Fund will not

incur losses. Many unforeseeable events, including actions by various government agencies and domestic and international political events, may cause sharp market fluctuations.

Changes in Investment Strategy

The Manager may alter the investment strategy of the Master Fund without prior approval by the Unitholders if the Manager determines that such change is in the best interest of the Master Fund and consistent with the Master Fund's investment objective, however the Manager will give Unitholders of the Fund not less than 60 days' notice of any change to the investment objectives, strategies or restrictions of the Master Fund that the General Partner has determined in good faith to be a material change.

General Economic and Market Conditions

The success of the Master 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 Master Fund's investments. Unexpected volatility or illiquidity could impair the Master Fund's profitability or result in losses.

Risks of Executing Investment Strategies

The Master Fund will invest in a number of securities and obligations that entail substantial inherent risks. Although the Master Fund will attempt to manage those risks through careful research, ongoing monitoring of investments and appropriate hedging techniques, there is no assurance that the securities and other instruments purchased by the Master Fund will in fact increase in value or that the Master Fund will not incur significant losses.

Market Liquidity

The Master Fund may be adversely affected by a decrease in market liquidity for instruments in which it invests, which may impair its ability to adjust its position. The size of the Master Fund's positions may magnify the effect of a decrease in market liquidity for those instruments. Changes in overall market leverage, de leveraging as a consequence of a decision by a prime broker to reduce the level of leverage available, or the liquidation by other market participants of the same or similar positions, may also adversely affect the Master Fund's portfolio. Some of the underlying investments of the Master Fund may not be actively traded and there may be uncertainties involved in valuing those investments. Potential investors are warned that under those circumstances, the Net Asset Value of the Master Fund may be adversely affected.

Discretion of the Manager; Concentration of Investments

The Advisor will seek to engage in the investment activities described in this Offering Memorandum. Nonetheless, the Advisor may alter the Master Fund's portfolio. It can do so in its sole discretion and without the approval of any holder of Units. Although, as a matter of general policy, the Advisor will try to spread the Master Fund's capital among a number of investments, it may depart from that policy from time to time and may hold a few relatively large securities positions in relation to the Master Fund's capital than a typical mutual fund and its holdings may be highly concentrated specialized industries, limited number of market sectors or in a limited number of issuers. A loss on a large security position following such concentration could materially reduce the Master Fund's capital.

Charges to the Master Fund

The Master Fund is obligated to pay administration fees, brokerage commissions and legal, accounting, filing and other expenses regardless of whether the Master Fund realizes profits.

Risk of Taxation

The Master Fund is a Cayman Islands exempted limited partnership. Although it is not expected to be the case, it is possible that the Master Fund could be subject to tax in a jurisdiction other than the Cayman Islands, which could reduce the Fund's Net Asset Value. The Master Fund is not subject to tax in the Cayman Islands.

Availability of Investment Strategies

The identification and exploitation of the investment strategies pursued by the Master Fund involves a high degree of uncertainty. No assurance can be given that the Advisor will be able to locate suitable investment opportunities in which to deploy all of the Master Fund's capital.

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 Master Fund may result. In the event of a default by a borrower, there can be no assurance that the Master Fund will be able to secure repayment of the principal amount or interest accruing under the loan. If the Master 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 Master Fund intends to invest may be thinly traded. There are no restrictions on the investment of the Master Fund's assets in illiquid securities. It is possible that the Master Fund may not be able to sell or repurchase significant portions of such positions without facing substantial adverse prices. If the Master Fund is required to transact in such securities before its intended investment horizon, the performance of the Master Fund and, indirectly, the Fund could suffer. See "Risks Associated with Special Techniques of the Advisor - Liquidity".

Impaired Loans

The Master Fund may from time to time have one or more impaired loans in its portfolio. Loans are impaired where full recovery is considered in doubt based on a current evaluation of the security held and for which specific loss provisions have been established.

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

The security in respect of loans within the Master Fund's 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.

The Advisor and Manager Receive Advisory Fees on the Total AUM of the Master Fund and the Advisor and General Partner Receive Performance Fees on the Net Asset Value of the Master Fund, which includes Payment-in-Kind payments that may never be recovered.

The Advisor and the Manager are entitled to the Advisory Fee paid monthly and the Advisor and General Partner are entitled to the Performance Fee, if any, paid quarterly. The Advisory Fee is based on the end of month total assets of the Master Fund, including assets financed using leverage. The Performance Fee is based on the difference by which the return in the Net Asset Value per LP Interest (before calculation and accrual for the Performance Fee) from the beginning of the quarter (or inception date as applicable) to the end of the quarter exceeds the Preferred Return for the same period (or prorated for partial quarters), plus applicable taxes. The Total AUM and the Net Asset Value of the Master Fund may include accruals for payment-in-kind payments received from the borrowers and therefore the Manager, Advisor and General Partner receive fees on payments that may never actually be received from a borrower.

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 an investor's original cost.

CONFLICTS OF INTEREST

The Manager has established one independent review committee ("IRC") for all of the investment funds or entities that it manages. The Manager must refer certain conflict of interest matters for the Fund for its review or approval, if necessary. The conflicts of interest matters to be referred to the IRC for the Fund are set out in three exemptive relief orders granted to the Manager on July 27, 2010, August 27, 2010 and September 30, 2010 and are available at www.osc.gov.on.ca (collectively the "Exemptive Relief"). The Manager has established written policies and procedures for dealing with conflict of interest matters set out in the Exemptive Relief, maintaining records in respect of these matters and providing assistance to the IRC in carrying out its functions. 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 or entities in the Manager's family of funds, including expenses associated with insuring and indemnifying each IRC member.

Various potential conflicts of interest exist between the Fund and the Manager and Ninepoint GP. These potential conflicts of interest may arise as a result of 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.

The Manager manages, and may in the future manage, the trading for other limited partnerships, trusts, corporations, investment funds or managed accounts in addition to the Fund. In the event that the Manager elects to undertake such activities and other business activities in the future, the Manager and its principals may be subject to conflicting demands in respect of allocating management time, services and other functions. The Manager and its principals and affiliates will endeavour to treat each investment pool and managed account fairly and not to favour one pool or account over another and will conduct their activities in accordance with the Manager's fair allocation policy.

In executing its duties on behalf of the Fund, the Manager will be subject to the provisions of the Declaration of Trust and the Manager's Code of Ethics (a copy of which is available for review by Unitholders upon request at the offices of the Manager), which provide that the Manager will exercise its duties in good faith and with a view to the best interests of the Fund and its Unitholders.

Sightline Wealth Management LP, which is a registered investment dealer that is an affiliate of the Manager, may participate in the offering of the Units to its clients, for which it will receive a service commission with respect to Series A Units. The Fund may be considered to be "connected issuers" and "related issuers" of Sightline Wealth Management LP and the Manager under applicable securities

legislation. The Manager, Ninepoint GP, Sightline Wealth Management LP and 2573323 Ontario Inc. (the general partner of Sightline Wealth Management LP) are controlled, directly or indirectly, by John Wilson and James Fox. See “Interest of Management and Others in Material Transactions”.

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 and Ninepoint GP. See “Conflicts of Interest”.

Certain directors, officers and employees of the Manager and the Advisor and their respective affiliates and associates may purchase and hold 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, a registered investment dealer that is an affiliate of the Manager, may participate in the offering of the Units to its clients for which it will receive a service commission with respect to Series A Units as described under “Dealer Compensation—Service Commission”. See “Conflicts of Interest”.

TRUSTEE

Pursuant to the Declaration of Trust, Ninepoint Partners LP is the Trustee (in such capacity, the “Trustee”) of the Fund. The principal office of the Trustee is located at Suite 2700, South Tower, Royal Bank Plaza, 200 Bay Street, Toronto, Ontario, M5J 2J1.

CUSTODIAN

CIBC Mellon Trust Company (in such capacity, the “Custodian”) is 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 Manager, with the consent of the Trustee, will have the authority to change the custodial 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.

ADMINISTRATOR

CIBC Mellon Trust Company has been appointed by the Manager on behalf of the Fund pursuant to an administration agreement dated April 9, 2019 (the “Administration Agreement”), to provide administrative services to the Fund. The administrator of the Master Fund is Apex Fund Services Ltd. CIBC Mellon Trust Company and Apex Fund Services Ltd., as the context requires, shall each be referred to as an “Administrator”.

Although the duties of the Administrator to the Fund and the Master Fund, respectively, are generally the same, the duties are distinct and specific to the particular fund. No fund shall be liable for the liabilities of any other fund to the Administrator.

The Administrator will calculate the Net Asset Value of the Master Fund and the Fund, will calculate subscription and redemption prices of the Units and the LP Interests, maintain the accounting books and records of the Master Fund and the Fund, maintain the registers of unitholders of the Master Fund and the Fund, and process subscriptions, redemption requests and transfer requests. The Administrator may at its own expense appoint an agent or delegate to perform any of the aforementioned services subject to certain limitations.

The Administrator will receive fees from each of the funds in accordance with the Administration Agreements. The Administration Agreements also contain limitations and exclusions of liability of the Administrator and indemnities in favour of the Administrator.

Each Administration Agreement will continue in force until terminated by any party thereto in accordance with its terms.

The Administrator will not provide any investment advisory or management services to the Fund or the Master Fund and therefore will not be in any way responsible for the performance of the Fund or the Master Fund. The Administrator does not undertake to monitor the compliance of the Fund or the Master Fund with any investment strategy or objectives, investment restrictions, valuation procedures or other guidelines set forth in this Offering Memorandum, nor does the Administrator monitor compliance with applicable laws and therefore will not be liable for any breach thereof.

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 Declaration of Trust.

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.

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 Declaration of Trust referred to under "The Fund"; and

- (b) the Advisory Agreement.

The material contract of the Master Fund are:

- (a) the Partnership Agreement; and
- (b) the Advisory Agreement.

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, investors consent to the collection, use and disclosure of his or her personal information in accordance with such policy.

STATUTORY RIGHTS OF ACTION

Securities legislation in certain of the Canadian provinces provides purchasers of securities pursuant to an offering memorandum (such as this Offering Memorandum) with a remedy for damages or rescission, or both, in addition to any other rights they may have at law, where the offering memorandum and any amendment to it contains a "Misrepresentation". Where used herein, "Misrepresentation" means an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make any statement not misleading in light of the circumstances in which it was made. These remedies, or notice with respect to these remedies, must be exercised or delivered, as the case may be, by the purchaser within the time limits prescribed by applicable securities legislation.

Ontario

Section 130.1 of the *Securities Act* (Ontario) provides that every purchaser of securities pursuant to an offering memorandum (such as this Offering Memorandum) shall have a statutory right of action for damages or rescission against the issuer and any selling security holder in the event that the offering memorandum contains a Misrepresentation. A purchaser who purchases securities offered by the offering memorandum during the period of distribution has, without regard to whether the purchaser relied upon the Misrepresentation, a right of action for damages or, alternatively, while still the owner of the securities, for rescission against the issuer and any selling security holder provided that:

- (a) if the purchaser exercises its right of rescission, it shall cease to have a right of action for damages as against the issuer and the selling security holders, if any;
- (b) the issuer and the selling security holders, if any, will not be liable if they prove that the purchaser purchased the securities with knowledge of the Misrepresentation;
- (c) the issuer and the selling security holders, if any, will not be liable for all or any portion of damages that it proves do not represent the depreciation in value of the securities as a result of the Misrepresentation relied upon; and
- (d) in no case shall the amount recoverable exceed the price at which the securities were offered.

Section 138 of the *Securities Act* (Ontario) provides that no action shall be commenced to enforce these rights more than:

- (a) in the 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 an action for damages, the earlier of:
 - (i) 180 days after the date that 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.

This Offering Memorandum is being delivered in reliance on the exemption from the prospectus requirements contained under section 73.3 of the *Securities Act* (Ontario) (the “**accredited investor exemption**”). The rights referred to in section 130.1 of the *Securities Act* (Ontario) do not apply in respect of an offering memorandum (such as this Offering Memorandum) delivered to a prospective purchaser in connection with a distribution made in reliance on the accredited investor exemption if the prospective purchaser is:

- (a) a Canadian financial institution or a Schedule III bank (each as defined in NI 45-106);
- (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.

Saskatchewan

Section 138 of *The Securities Act, 1988* (Saskatchewan), as amended (the “**Saskatchewan Act**”) provides that where an offering memorandum (such as this Offering Memorandum) or any amendment to it is sent or delivered to a purchaser and it contains a misrepresentation (as defined in the Saskatchewan Act), a purchaser who purchases a security covered by the offering memorandum or any amendment to it is deemed to have relied upon that misrepresentation, if it was a misrepresentation at the time of purchase, and has a right of action for rescission against the issuer or a selling security holder on whose behalf the distribution is made or has a right of action for damages against:

- (a) the issuer or a selling security holder on whose behalf the distribution is made;
- (b) every promoter and director of the issuer or the selling security holder, as the case may be, at the time the offering memorandum or any amendment to it was sent or delivered;
- (c) 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;
- (d) every person who or company that, in addition to the persons or companies mentioned in (a) to (c) above, signed the offering memorandum or the amendment to the offering memorandum; and
- (e) every person who or company that sells securities on behalf of the issuer or selling security holder under the offering memorandum or amendment to the offering memorandum.

Such rights of rescission and damages are subject to certain limitations including the following:

- (a) if the purchaser elects to exercise its right of rescission against the issuer or selling security holder, it shall have no right of action for damages against that party;
- (b) in an action for damages, a defendant will not be liable for all or any portion of the damages that he, she or it proves do not represent the depreciation in value of the securities resulting from the misrepresentation relied on;
- (c) no person or company, other than the issuer or a selling security holder, will be liable for any part of the offering memorandum or any amendment to it not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company failed to conduct a reasonable investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation or believed that there had been a misrepresentation;
- (d) in no case shall the amount recoverable exceed the price at which the securities were offered; and
- (e) no person or company is liable in an action for rescission or damages if that person or company proves that the purchaser purchased the securities with knowledge of the misrepresentation.

In addition, no person or company, other than the issuer or selling security holder, will be liable if the person or company proves that:

- (a) the offering memorandum or any amendment to it was sent or delivered without the person's or company's knowledge or consent and that, on becoming aware of its being sent or delivered, that person or company gave reasonable general notice that it was so sent or delivered; or
- (b) with respect to any part of the offering memorandum or any amendment to it purporting to be made on the authority of an expert, or purporting to be a copy of, or an extract from, a report, an opinion or a statement of an expert, that person or company had no reasonable grounds to believe and did not believe that there had been a misrepresentation, the part of the offering memorandum or any amendment to it did not fairly represent the report,

opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

Not all defences are described herein. Please refer to the full text of the Saskatchewan Act for a complete listing.

Similar rights of action for damages and rescission are provided in section 138.1 of the Saskatchewan Act in respect of a misrepresentation in advertising and sales literature disseminated in connection with an offering of securities.

Section 138.2 of the Saskatchewan Act also provides that where an individual makes a verbal statement to a prospective purchaser that contains a misrepresentation relating to the security purchased and the verbal statement is made either before or contemporaneously with the purchase of the security, the purchaser has a right of action for damages against the individual who made the verbal statement without regard to whether the purchaser relied on the misrepresentation.

Section 141(1) of the Saskatchewan Act provides a purchaser with the right to void the purchase agreement and to recover all money and other consideration paid by the purchaser for the securities if the securities are sold in contravention of the Saskatchewan Act, the regulations to the Saskatchewan Act or a decision of the Saskatchewan Financial Services Commission.

Section 141(2) of the Saskatchewan Act also provides a right of action for rescission or damages to a purchaser of securities to whom an offering memorandum or any amendment thereto was required by Section 80.1 of the Saskatchewan Act to be sent or delivered but was not sent or delivered prior to or at the same time as the purchaser enters into an agreement to purchase the securities.

The rights of action for damages or rescission under the Saskatchewan Act are in addition to and do not derogate from any other right which a purchaser may have at law.

Section 147 of the Saskatchewan Act provides that 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 after the date of the transaction that gave rise to the cause of action; or
- (b) in the case of any other action, other than an action for rescission, the earlier of:
 - (i) one year after the plaintiff first had knowledge of the facts giving rise to the cause of action; or
 - (ii) six years after the date of the transaction that gave rise to the cause of action.

The Saskatchewan Act also provides that a purchaser who has received an amended offering memorandum delivered in accordance with subsection 80.1(3) of the Saskatchewan Act has a right to withdraw from the agreement to purchase the securities by delivering a notice to the person who or company that is selling the securities, indicating the purchaser's intention not to be bound by the purchase agreement, provided such notice is delivered by the purchaser within two business days of receiving the amended offering memorandum.

New Brunswick

Section 150 of the *Securities Act* (New Brunswick) provides that where an offering memorandum (such as this Offering Memorandum) contains a Misrepresentation, a purchaser who purchases securities shall be deemed to have relied on the Misrepresentation if it was a Misrepresentation at the time of purchase and:

- (a) the purchaser has a right of action for damages against
 - (i) the issuer,
 - (ii) the selling security holder on whose behalf the distribution was made;
 - (iii) every person who was a director of the issuer at the date of the offering memorandum;
 - (iv) every person who signed the offering memorandum, or
- (b) if the purchaser purchased the securities from a person referred to in subparagraph (a)(i) or (ii) above, the purchaser may elect to exercise a right of rescission against the person referred to in that subparagraph, in which case the purchaser shall have no right of action for damages against the person.

This statutory right of action is available to New Brunswick purchasers whether or not such purchaser relied on the Misrepresentation. However, there are various defences available to the issuer and the selling security holder(s). One such defence is that no person will be liable for a Misrepresentation if such person proves that the purchaser purchased the securities with knowledge of the Misrepresentation. Moreover, in an action for damages, the amount recoverable will not exceed the price at which the securities were offered under the offering memorandum and any defendant will not be liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security as a result of the misrepresentation.

If the purchaser intends to rely on the rights described in (a) or (b) above, such purchaser must do so within strict time limitations. The purchaser must commence an action for rescission within 180 days after the date of the transaction that gave rise to the cause of action. The purchaser must commence its action for damages within the earlier of:

- (a) one year after the purchaser first had knowledge of the facts giving rise to the cause of action; or
- (b) six years after the date of the transaction that gave rise to the cause of action

Nova Scotia

The right of action for damages or rescission described herein is conferred by section 138 of the *Securities Act* (Nova Scotia). Section 138 of the *Securities Act* (Nova Scotia) provides, in relevant part, that in the event that an offering memorandum (such as this Offering Memorandum), together with any amendment thereto, or any advertising or sales literature (as defined in the *Securities Act* (Nova Scotia)) contains a Misrepresentation, the purchaser will be deemed to have relied upon such Misrepresentation if it was a Misrepresentation at the time of purchase and has, subject to certain limitations and defences, a statutory right of action for damages against the issuer and, subject to certain additional defences, every director of the issuer at the date of the offering memorandum and every person who signed the offering memorandum or, alternatively, while still the owner of the securities purchased by the purchaser, may elect instead to exercise a statutory right of rescission against the issuer, in which case the purchaser shall have no right of

action for damages against the issuer, directors of the issuer or persons who have signed the offering memorandum, provided that, among other limitations:

- (a) no action shall be commenced to enforce the right of action for rescission or damages by a purchaser resident in Nova Scotia later than 120 days after the date on which the initial payment was made for the securities;
- (b) no person will be liable if it proves that the purchaser purchased the securities with knowledge of the Misrepresentation;
- (c) in the case of an action for damages, no person 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 relied upon; and
- (d) in no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser.

In addition, a person or company, other than the issuer, will not be liable if that person or company proves that:

- (a) the offering memorandum or amendment to the offering memorandum was sent or delivered to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person's or company's knowledge or consent;
- (b) after delivery of the offering memorandum or amendment to the offering memorandum and before the purchase of the securities by the purchaser, on becoming aware of any Misrepresentation in the offering memorandum or amendment to the offering memorandum the person or company withdrew the person's or company's consent to the offering memorandum or amendment to the offering memorandum, and gave reasonable general notice of the withdrawal and the reason for it; or
- (c) with respect to any part of the offering memorandum or amendment to the offering memorandum purporting (i) to be made on the authority of an expert, or (ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that (A) there had been a Misrepresentation, or (B) the relevant part of the offering memorandum or amendment to offering memorandum did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

Further, no person or company, other than the issuer, will be liable with respect to any part of the offering memorandum or amendment to the offering memorandum not purporting (a) to be made on the authority of an expert, or (b) to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company: (i) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no Misrepresentation, or (ii) believed that there had been a Misrepresentation.

If a Misrepresentation is contained in a record incorporated by reference into, or deemed incorporated by reference into, the offering memorandum or amendment to the offering memorandum, the Misrepresentation is deemed to be contained in the offering memorandum or an amendment to the offering memorandum.

Manitoba, Newfoundland and Labrador, PEI, Yukon Territory, Nunavut and the Northwest Territories

In Manitoba, the *Securities Act* (Manitoba); in Newfoundland and Labrador, the *Securities Act* (Newfoundland and Labrador); in Prince Edward Island, the *Securities Act* (PEI); in Yukon, the *Securities Act* (Yukon); in Nunavut, the *Securities Act* (Nunavut); and in the Northwest Territories, the *Securities Act* (Northwest Territories) provide a statutory right of action for damages or rescission to purchasers resident in Manitoba, Newfoundland, PEI, Yukon, Nunavut and the Northwest Territories, respectively, in circumstances where this Offering Memorandum or an amendment hereto contains a misrepresentation, which rights are similar, but not identical, to the rights available to Ontario purchasers.

Alberta

Section 204 of the *Securities Act* (Alberta) provides that if an offering memorandum contains a Misrepresentation, a purchaser who purchases a security offered by the offering memorandum is deemed to have relied on the representation, if it was a Misrepresentation at the time of the purchase, and has a right of action (a) for damages against (i) the issuer or selling security holder on whose behalf the distribution is made, (ii) every director of the issuer at the date of the offering memorandum, and (iii) every person or company who signed the offering memorandum, and (b) for rescission against the issuer or selling security holder on whose behalf the distribution is made, provided that:

- (a) if the purchaser elects to exercise its right of rescission, it shall cease to have a right of action for damages against the person or company referred to above;
- (b) no person or company referred to above will be liable if it proves that the purchaser had knowledge of the Misrepresentation;
- (c) no person or company (other than the issuer) referred to above will be liable if it proves that
 - (i) the offering memorandum was sent to the purchaser without the person's or company's knowledge or consent and, on becoming aware of it being sent, the person or company promptly gave reasonable notice to the Executive Director and the issuer that it was sent without the knowledge and consent of the person or company;
 - (ii) the person or company, after sending the offering memorandum and before the purchase of the securities, on becoming aware of the Misrepresentation in the offering memorandum, withdrew the person's or company's consent to the offering memorandum and gave reasonable notice to the Executive Director and the issuer of the withdrawal and the reason for it;
 - (iii) with respect to any part of the offering memorandum purporting to be made on the authority of an expert or purporting to be a fair copy of, or an extract from, a report, opinion or statement of an expert, the person or company did not have any reasonable grounds to believe and did not believe that:
 - (A) there had been a Misrepresentation; or
 - (B) the relevant part of the offering memorandum
 - (I) did not fairly represent the report, opinion or statement of the expert, or

- (II) was not a fair copy of, or an extract from, the report, opinion or statement of the expert; or
- (iv) with respect to any part of the offering memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, after conducting a reasonable investigation, the person or company had no reasonable grounds to believe, and did not believe, that there was a Misrepresentation;
- (d) in no case shall the amount recoverable exceed the price at which the securities were offered under the offering memorandum; and
- (e) the defendant will not be liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security as a result of the Misrepresentation.

Section 211 of the *Securities Act* (Alberta) provides that no action may be commenced to enforce these rights more than:

- (a) in the case of an action for rescission, 180 days from the day of the transaction that gave rise to the cause of action, or
- (b) in the case of any action, other than an action for rescission, the earlier of
 - (i) 180 days from the day that the plaintiff first had knowledge of the facts giving rise to the cause of action, or
 - (ii) 3 years from the day of the transaction that gave rise to the cause of action.

The foregoing summary is subject to the express provisions of the securities legislation referred to above and the rules, regulations and other instruments thereunder, and reference is made to the complete text of such provisions. Such provisions may contain limitations and statutory defences on which the Fund may rely.

The statutory rights of action discussed above are in addition to, and without derogation from, any other right or remedy which investors may have at law.

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 March, 2020

NINEPOINT TRADE FINANCE FUND
by its Manager, Ninepoint Partners LP, and by
its general partner, Ninepoint Partners GP Inc.

By: *(signed) John Wilson*
:

Name: John Wilson
Title: Chief Executive Officer

By: *(signed) Shirin Kabani*

Name: Shirin Kabani
Title: Chief Financial Officer

**ON BEHALF OF THE BOARD OF DIRECTORS OF
NINEPOINT PARTNERS GP INC.**

By: *(signed) James R. Fox*

Name: James R. Fox
Title: Director

By: *(signed) Kirstin H. McTaggart*

Name: Kirstin H. McTaggart
Title: Director

SCHEDULE A

NINEPOINT TRADE FINANCE FUND

PRIVACY POLICY

The privacy of our investors is very important to us. Ninepoint Trade Finance Fund (the “Fund”) is committed to protecting your privacy and maintaining confidentiality of your personal information. This Privacy Policy may be updated from time to time without notice.

The Fund 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.

What is personal information?

The term “personal information” refers to any information that specifically identifies you, including information such as your home address, telephone numbers, social insurance number, birth date, assets and/or income information, employment history and credit history.

How do we collect your personal information?

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

- (a) subscription forms, applications, questionnaires or other forms that you submit to us or agreements and contracts that you enter into with us;
- (b) your transactions with us;
- (c) meetings and telephone conversations with you;
- (d) e-mail communications with us; and
- (e) the website of Ninepoint Partners LP (the “Manager”), the manager of the Fund (www.ninepoint.com).

How do we use your personal information?

We collect and maintain your personal information in order to give you the best possible service and to allow us to establish your identity, protect us from error and fraud, comply with applicable law and assess your eligibility to purchase securities of the Fund. In addition, we may use your personal information for:

- (a) executing your transactions;
- (b) verifying and correcting your personal information; and
- (c) providing you and/or your financial advisor and/or dealer with confirmations, tax receipts, proxy mailings, financial statements and other reports.

Who do we share your personal information with?

We may transfer your personal information, when necessary, to our third party service providers and to our agents in connection with the services we provide relating to your investment in the Fund, 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. The Fund will use contractual or other means to provide a comparable level of protection while the information is being handled by a third party service provider or agent. The following is a list of such third party service providers and agents:

- (a) your financial advisor/ dealer;
- (b) financial service providers such as investment dealers, custodians, prime brokers, banks and others used to finance or facilitate transactions by, or operations of, the Fund;
- (c) other service providers such as accounting, legal or tax preparation services; and
- (d) registrar and transfer agents, portfolio managers, brokerage firms and similar service providers.

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 information to self-regulatory organizations (“SROs”), which collect, use and disclose such personal information for regulatory purposes, including trading surveillance, audits, investigations, maintenance of regulatory databases and enforcement proceedings. SROs may, in turn, disclose such personal 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.

The Fund 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, the Fund may disclose your personal information to the acquiring organization, however, the Fund will require the acquiring organization to agree to protect the privacy of your personal information in a manner that is consistent with this Privacy Policy.

How do we obtain your consent to the collection, use and disclosure of your personal information?

By signing a subscription form or an application form and/or 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. The Fund 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 required to fulfill those purposes.

Can you withdraw your consent?

You may withdraw all or part of your consent for us to collect, use or disclose your personal information subject to legal restrictions and reasonable notice. The Fund will inform you of the implications of such withdrawal of consent for the continued provision of services to you.

How do we safeguard your 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 the Fund to provide services to you. Each employee of the Fund, the Manager and Ninepoint Partners GP Inc., the

general partner of the Manager, is responsible for ensuring the confidentiality of all personal information they may access. Annually, each such employee is required to sign a code of conduct, which contains policies on the protection of personal information.

Where is your personal information kept?

Your personal information is maintained on our networks or on the networks of our service providers accessible at Suite 2700, South Tower, Royal Bank Plaza, 200 Bay Street, Toronto, Ontario, M5J 2J1. Your information may also be stored on a secure off-site storage facility.

How can you access your personal information?

You may request access to your personal information by writing to the Fund at Suite 2700, South Tower, Royal Bank Plaza, 200 Bay Street, Toronto, Ontario, M5J 2J1. We will respond to your written request promptly. The Fund may be unable to provide you with full access to your personal information if we are prohibited by law or regulatory reasons or it has been destroyed. The Fund will provide you with an explanation if we are unable to fulfill your access request.

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

If you have any questions with respect to this Privacy Policy, please contact our Chief Privacy Officer by telephone at (416) 943-6707 or toll free at 1-866-299-9906, by e-mail to compliance@ninepoint.com or by mail to Ninepoint Trade Finance Fund, Suite 2700, South Tower, Royal Bank Plaza, 200 Bay Street, Toronto, Ontario, M5J 2J1 Attention: Chief Privacy Officer.

Summary of Privacy Principles set out in Schedule 1 of PIPEDA

1. *Accountability:* The Fund is responsible for personal information under its control and the Chief Privacy Officer is accountable for the Fund's compliance with the principles described in this Privacy Policy.
2. *Identifying Purpose:* The purposes for which personal information is collected will be identified by the Fund at or before the time the information is collected. The Fund will also document the purposes for which personal information is collected at or before the time the information is collected.
3. *Consent:* The knowledge and consent of the individual, express or implied, are required for the collection, use or disclosure of personal information by the Fund, except where inappropriate.
4. *Limiting Collection:* The Fund will limit the amount and type of personal information collected to that which is necessary for the purposes identified by the Fund. The personal information will be collected by fair and lawful means.
5. *Limiting Use, Disclosure and Retention:* The Fund will not use or disclose personal information for purposes other than those for which it was collected, except with the consent of the individual or as required or permitted by applicable law. Personal information will be retained only as long as necessary for the fulfillment of those purposes.
6. *Accuracy:* The Fund will keep personal information as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used. The Fund will minimize the possibility that inappropriate information is used to make a decision about the individual.

7. *Safeguards*: The Fund will protect personal information with security safeguards appropriate to the sensitivity of the information.
8. *Openness*: The Fund will be open about its policies and procedures with respect to the management of personal information. The Fund will ensure that individuals are able to acquire information about the Fund's policies and procedures without unreasonable effort. The Fund will make this information available in a form that is generally understandable.
9. *Individual Access*: Upon a request in writing, the Fund will inform the individual of the existence, use and disclosure of his or her personal information and the individual will be given access to that information, except where the law requires or permits the Fund to deny access.
10. *Questions and Concerns*: An individual will be able to direct a challenge concerning compliance with the above principles to the Fund's Chief Privacy Officer.

Your personal information may be delivered to the Ontario Securities Commission and is thereby being collected indirectly by the Ontario Securities Commission under the authority granted to it under applicable securities legislation for the purposes of the administration and enforcement of the securities legislation of the Province of Ontario. The public official in Ontario who can answer questions about the Ontario Securities Commission's indirect collection of personal information is the Inquiries Officer at the Ontario Securities Commission, 20 Queen Street West, 22nd Floor, Toronto, Ontario, M5H 2S8, by telephone at (416) 593-8314 or by e-mail to inquiries@osc.gov.on.ca