PORTLAND GLOBAL SUSTAINABLE EVERGREEN FUND
PORTLAND GLOBAL SUSTAINABLE EVERGREEN LP

Amendment No. 2 dated January 29, 2024
to the Confidential Offering Memorandum dated February 9, 2018
of Portland Global Sustainable Evergreen Fund and
Portland Global Sustainable Evergreen LP

*The securities referred to in the confidential offering memorandum dated February 9, 2018, as amended, with respect to the Series A and Series F Units of Portland Global Sustainable Evergreen Fund and Portland Global Sustainable Evergreen LP, as amended by this Amendment (together, the "**Offering Memorandum**") are being offered only in those jurisdictions and to those persons where and to whom they may be lawfully offered for sale. The Offering Memorandum is not, and under no circumstances is to be construed as, a prospectus or advertisement or a public offering of these securities. The securities offered under the Offering Memorandum qualify for distribution in the jurisdictions in which they are offered pursuant to statutory exemptions under securities legislation in those jurisdictions.*

The Offering Memorandum is for the confidential use of only those persons to whom it is transmitted in connection with this offering. By their acceptance of the Offering Memorandum, recipients agree that they will not transmit, reproduce or make available to anyone, other than their professional advisers, the Offering Memorandum or any information contained therein. No person has been authorized to give any information or to make any representation not contained in the Offering Memorandum. Any such information or representation which is given or received must not be relied upon.

NO SECURITIES COMMISSION OR SIMILAR REGULATORY AUTHORITY HAS ASSESSED THE MERITS OF THE SECURITIES OR REVIEWED THE OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS AN OFFENCE.

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Summary and Effective Date of an Amendment to the Offering Memorandum

The amendment to the Offering Memorandum shall be effective as at the March 31, 2024 Valuation Date and shall reflect the correction to the management fee on Amendment No. 1 dated December 21, 2023, for the Series A Units to 1.45% per annum.

Except as outlined below, the Offering Memorandum remains unchanged. The Offering Memorandum must be read subject to the amendment described below. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Offering Memorandum.

Fees and Expenses

The first paragraph under the heading "Fees and Expenses – *Management Fees*" on page 41 is deleted and replaced with the following:

> "The Manager will be entitled to receive a management fee (the "**Management Fee**"), calculated and accrued on each Valuation Date in an amount that is equal to the aggregate of:
>
> - 1.45% per annum of the Net Asset Value of the Series A Units, plus
> - 0.45% per annum of the Net Asset Value of the Series F Units, plus
>
> (determined before deduction of Management Fees allocable to such Units)."

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What are Your Legal Rights?

Securities legislation in certain provinces and territories of Canada provides purchasers, or requires purchasers be provided with, a right to cancel their agreement to purchase Units of the Fund or to sue for damages if there is a misrepresentation in this Offering Memorandum. See "Statutory Rights of Action and Rescission" in the Offering Memorandum.

PORTLAND GLOBAL SUSTAINABLE EVERGREEN FUND
PORTLAND GLOBAL SUSTAINABLE EVERGREEN LP

Amendment No. 1 dated December 21, 2023
to the Confidential Offering Memorandum dated February 9, 2018
of Portland Global Sustainable Evergreen Fund and
Portland Global Sustainable Evergreen LP

*The securities referred to in the confidential offering memorandum dated February 9, 2018, with respect to the Series A and Series F Units of Portland Global Sustainable Evergreen Fund and Portland Global Sustainable Evergreen LP, as amended by this Amendment (together, the "**Offering Memorandum**") are being offered only in those jurisdictions and to those persons where and to whom they may be lawfully offered for sale. The Offering Memorandum is not, and under no circumstances is to be construed as, a prospectus or advertisement or a public offering of these securities. The securities offered under the Offering Memorandum qualify for distribution in the jurisdictions in which they are offered pursuant to statutory exemptions under securities legislation in those jurisdictions.*

The Offering Memorandum is for the confidential use of only those persons to whom it is transmitted in connection with this offering. By their acceptance of the Offering Memorandum, recipients agree that they will not transmit, reproduce or make available to anyone, other than their professional advisers, the Offering Memorandum or any information contained therein. No person has been authorized to give any information or to make any representation not contained in the Offering Memorandum. Any such information or representation which is given or received must not be relied upon.

NO SECURITIES COMMISSION OR SIMILAR REGULATORY AUTHORITY HAS ASSESSED THE MERITS OF THE SECURITIES OR REVIEWED THE OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS AN OFFENCE.

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Summary and Effective Date of Amendments to the Offering Memorandum

The amendments to the Offering Memorandum shall be effective as at the March 31, 2024 Valuation Date and shall:

(a) reflect changes to the features of the redemption fees:

   i. the period in which a redemption fee is charged is changed from 60 months to 24 months, and
   ii. the redemption fee is 2.5% of the Net Asset Value of such Units;

(b) reflect that the management fee on the Series A and Series F Units changed to 0.45% per annum; and

(c) reflect that the reduced management fee will be discontinued.

Except as outlined below, the Offering Memorandum remains unchanged. The Offering Memorandum must be read subject to the amendments described below. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Offering Memorandum.

1. Redemptions

1.1 The third paragraph under the heading "Redemptions" on page 37 is deleted and replaced with the following:

> "Redemptions within 24 months of initial purchase following the Redemption Lock-up Period are subject to a redemption fee. See "Fees and Expenses"."

2. Fees and Expenses

2.1 The first paragraph under the heading "Fees and Expenses – *Management Fees*" on page 41 is deleted and replaced with the following:

> "The Manager will be entitled to receive a management fee (the "**Management Fee**"), calculated and accrued on each Valuation Date in an amount that is equal to the aggregate of:
>
> - 0.45% per annum of the Net Asset Value of the Series A Units, plus
> - 0.45% per annum of the Net Asset Value of the Series F Units, plus
>
> (determined before deduction of Management Fees allocable to such Units)."

2.2 The third and fourth paragraph under the heading “Fees and Expenses – *Management Fees*” on page 41 are deleted.

2.3 The first and second paragraph under the heading “Fees and Expenses – *Redemption Fees*” on page 41 are deleted and replaced with the following:

> “If a Unitholder redeems his or her units within the first 24 months from each purchase following the Redemption Lock-up Period, the Manager may, in its discretion, charge a redemption penalty equal to 2.5% of the Net Asset Value of such Units redeemed which will be deducted from the redemption proceeds and retained by each Fund.”

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What are Your Legal Rights?

Securities legislation in certain provinces and territories of Canada provides purchasers, or requires purchasers be provided with, a right to cancel their agreement to purchase Units of the Fund or to sue for damages if there is a misrepresentation in this Offering Memorandum. See “Statutory Rights of Action and Rescission” in the Offering Memorandum.

*This confidential offering memorandum (the "**Offering Memorandum**") constitutes an offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities and to those persons to whom they may be lawfully offered for sale.* ***No securities commission or similar regulatory authority in Canada has reviewed this Offering Memorandum or has in any way passed upon the merits of the securities offered hereunder and any representation to the contrary is an offence.*** *No prospectus has been filed with any such authority in connection with the securities offered hereunder. This Offering Memorandum is confidential and is provided to specific prospective investors for the purpose of assisting them and their professional advisers in evaluating the securities offered hereby and is not to be construed as a prospectus or advertisement or a public offering of these securities. No person is authorized to give any information or make any representation not contained in this Offering Memorandum in connection with the offering of the securities described herein and, if given or made, any such information or representation may not be relied upon.*

*In this Offering Memorandum, "**Funds**" means Portland Global Sustainable Evergreen Fund and Portland Global Sustainable Evergreen LP and a "**Fund**" means any one of the Funds; "**you**", "**your**" and "**Unitholder**" mean you and all other investors in Units of a Fund or Funds; "**we**", "**us**", "**our**" and the "**Manager**" means Portland Investment Counsel Inc., the investment fund manager, promoter, and portfolio manager of the Funds; and "**Trustee**" means Portland Investment Counsel Inc. in its capacity as trustee of Portland Global Sustainable Evergreen Fund. All references to dollars ($) shall refer to Canadian dollars, unless otherwise stated. The Funds and the securities offered under this Offering Memorandum are not registered with the United States Securities and Exchange Commission and may not be offered or sold in the United States.*

Continuous Offering **February 9, 2018**

PORTLAND GLOBAL SUSTAINABLE EVERGREEN FUND

PORTLAND GLOBAL SUSTAINABLE EVERGREEN LP

CONFIDENTIAL OFFERING MEMORANDUM

CONFIDENTIAL OFFERING MEMORANDUM

Dated: February 9, 2018 ***Continuous Offering***

THE ISSUERS:

Name:	**Portland Global Sustainable Evergreen Fund** **Portland Global Sustainable Evergreen LP**
Head Office:	1375 Kerns Road, Suite 100, Burlington, Ontario L7P 4V7
Phone Number:	1-888-710-4242
Email Address:	info@portlandic.com
Currently Listed or Quoted:	**These securities do not trade on any exchange or market.**
Reporting Issuer:	No
SEDAR Filer:	The Funds are non-reporting SEDAR filers for the purposes of filing certain forms relating to the Funds' distribution in certain provinces.
FundSERV Eligible:	Yes

THE OFFERING:

The Funds:

The two separate funds offered by this Offering Memorandum are Portland Global Sustainable Evergreen Fund (the "**Trust**") and Portland Global Sustainable Evergreen LP (the "**Partnership**").

The Trust is an open-end trust established under the laws of Ontario and the Partnership is an open-end limited partnership established under the laws of Ontario.

Securities Offered:

An unlimited number of multiple series of units (each, a "**Unit**" and together, the "**Units**") offered hereby on a continuous basis in Canadian dollars to investors who are resident in the provinces and territories of Canada pursuant to available prospectus exemptions under applicable securities laws. Each Unit within a particular series will be of equal value; however, the value of a Unit in one series may differ from the value of a Unit in another series. See "Who Should Invest – Eligibility for Investment". Each series shall have the attributes and characteristics as set out under the heading "The Offering".

Price per Security:

On the first date on which Units of a series are issued, Units of that series will be issued at an opening net asset value ("**Net Asset Value**") of $25.00. On each successive date on which Units of that series are issued, the Units may be issued at a Net Asset Value per Unit to be calculated as described under the heading "Net Asset Value".

Minimum/Maximum Offering:

There is no minimum or maximum offering. You may be the only purchaser.

Minimum Subscription Amount:	All investors must meet minimum investment criteria as outlined under "Who Should Invest – Minimum Investment Criteria". Series A Units are available to all investors making a minimum purchase of Units of $5,000 in respect of the Trust, or $10,000 in respect of the Partnership. Series F Units are available to all investors making a minimum purchase of Units of $5,000 in respect of the Trust, or $10,000 in respect of the Partnership and who purchase Units through a fee-based account with their registered dealer. Series O Units are available to certain institutional and other investors making a minimum purchase of Units of $500,000. The Partnership will issue Series B Units, which are only available to the General Partner. The initial minimum investment in the Units may be adjusted or waived in the Manager's absolute discretion and without notice to investors. See "The Offering".
Payment terms:	The subscription amount (net of any commission payable to the registered dealer, if applicable) is payable within one business day following the Valuation Date. The "**Valuation Date**" will initially be the last business day of each month and such other business days as Portland Investment Counsel Inc. (the "**Manager**") may in its discretion designate. It is expected that beginning July 1, 2018, the Valuation Date will be the last business day (that is, the last business day on which the Toronto Stock Exchange ("**TSX**") is open for trading) of each quarter and such other business days as the Manager may in its discretion designate. No financing of the subscription price will be offered by the Manager.
Proposed Closing Date:	The Funds are offered on a continuous basis.
Income Tax Considerations:	There are important tax consequences associated with the ownership of Units. See "Canadian Income Tax Considerations and Consequences of Investing in the Trust" and "Canadian Income Tax Considerations and Consequences of Investing in the Partnership".
Registered Plans:	Provided that the Trust is registered as a "registered investment" under the *Income Tax Act* (Canada) (the "**Tax Act**") or qualifies as a "mutual fund trust" (as defined in the Tax Act) at all times, Units of the Trust will be "qualified investments" under the Tax Act for a trust governed by a Registered Retirement Savings Plan ("**RRSP**"), Registered Retirement Income Fund ("**RRIF**"), Deferred Profit Sharing Plan ("**DPSP**"), Registered Disability Savings Plan ("**RDSP**"), Registered Education Savings Plan ("**RESP**") and Tax Free Savings Account ("**TFSA**") (each, a "**Registered Plan**"). Annuitants of RRSPs and RRIFs, holders of TFSAs and RDSPs, and subscribers of RESPs, should consult with their own tax advisors as to whether Units would constitute a "prohibited investment" under the Tax Act in their particular circumstances. If the Trust does not achieve mutual fund status by the time the Funds invest in a security that precludes the Trust from continuing to qualify as a "registered investment", the Trust may elect to choose to not pursue mutual fund trust status and will redeem any Units of the Trust which are held in Registered

	Plans. See "Canadian Income Tax Considerations and Consequences of Investing in the Trust – Registered Plans".
Selling Agent:	None.

RESALE RESTRICTIONS

You will be restricted from selling your Units to other investors for an indefinite period. As there is no market for the Units, it may be difficult or even impossible for an investor to sell them. The Units are subject to resale restrictions. However, you will be able to require the Funds to redeem your Units at certain times if you follow the procedures we have established. See the section called "Redemptions".

PURCHASERS' RIGHTS

You have two business days to cancel your agreement to purchase Units. If there is a misrepresentation in this Offering Memorandum, you have the right to sue either for damages or to cancel the purchase agreement. See "Statutory Rights of Action and Rescission".

No securities regulatory authority or regulator has assessed the merits of these securities or reviewed this offering memorandum. Any representation to the contrary is an offence. A subscription for Units should be considered only by persons financially able to maintain their investment and who can bear the risk of loss of part or all of their investment. There are additional risk factors associated with investing in the Units. Please see "Risk Factors". Subscribers are urged to consult with independent legal, tax and/or investment advisers and to carefully review the applicable documents prior to signing the subscription agreement for Units.

The Manager, as the Trustee of the Trust, and Portland General Partner (Ontario) Inc. (the "General Partner"), as the general partner of the Partnership, have engaged the Manager to direct the business, operations and affairs of the Funds and the Manager will be paid fees for its services as set out herein. The Manager is a registered dealer participating in the offering of the Units to its clients for which it may receive an initial sales commission with respect to Series A Units and it will receive a trailing commission with respect to Series A Units.

The Manager, Trustee, General Partner and Mandeville Private Client Inc. are controlled, directly or indirectly, by Michael Lee-Chin. As such, the Funds are "related issuers" and "connected issuers" of the Manager and Mandeville Private Client Inc. See "Corporate Governance – Conflicts of Interest".

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THE TRUST

The Trust is an open-ended unit trust established by Portland Investment Counsel Inc. (the "**Trustee**") as trustee under the laws of Ontario pursuant to a master declaration of trust first dated October 1, 2012, and as amended and restated on December 13, 2013, as amended (the "**Declaration of Trust**"). The office of the Trust is 1375 Kerns Road, Suite 100, Burlington, Ontario, L7P 4V7. See "Declaration of Trust". A copy of the Declaration of Trust is available from the Manager upon request.

Investors become unitholders in the Trust by acquiring interests in the Trust designated as units issued in multiple series. See "The Offering".

The Trust has no fixed term. The Trust may be terminated if the Manager determines that it is in the best interest of the Unitholders to do so and may occur on 30 days' written notice by the Manager to each Unitholder. See "Declaration of Trust - Termination of the Trust".

The fiscal year end of the Trust is December 31.

THE TRUSTEE

The Trustee is a corporation amalgamated under the laws of Ontario. The Trustee has ultimate responsibility for the business and undertaking of the Trust in accordance with the terms of the Declaration of Trust. The Trustee has engaged the Manager to manage the Trust on a day-to-day basis, including management of the Trust's portfolio and distribution of the Units of the Trust.

THE PARTNERSHIP

The Partnership was formed under the laws of Ontario and became a limited partnership by filing a Declaration of Limited Partnership under the *Limited Partnerships Act (Ontario)* (the "**Partnership Act**") on January 30, 2018. The Partnership is governed by a limited partnership agreement dated as of February 9, 2018 (the "**Limited Partnership Agreement**"). The General Partner is the general partner of the Partnership. The principal place of business of the Partnership and the General Partner is 1375 Kerns Road, Suite 100, Burlington, Ontario L7P 4V7. See "Limited Partnership Agreement".

Investors become limited partners of the Partnership (each, a "**Limited Partner**" and together, the "**Limited Partners**") by acquiring interests in the Partnership designated as Units issued in multiple series and will be bound by the terms of the Limited Partnership Agreement. See "The Offering".

The Trust will become a Limited Partner of the Partnership once the Trust has achieved mutual fund trust status. See "Who Should Invest – Eligibility for Investment". The Trust will acquire non-voting interests in the Partnership designated as Series O Units. The Partnership has issued one Series B (voting) Unit to the General Partner.

The Partnership has no fixed term. Dissolution may only occur on 30 days' written notice by the Manager to each Limited Partner, or 60 days following the removal of the General Partner. See "Limited Partnership Agreement – Termination of the Partnership".

The fiscal year end of the Partnership is December 31.

THE GENERAL PARTNER

The General Partner was incorporated under the *Business Corporations Act (Ontario)* on December 11, 2012. The General Partner acts as general partner of other limited partnerships, but does not presently carry on any other business operations and currently has no significant assets or financial resources. The General Partner and the Manager are controlled directly or indirectly by Michael Lee-Chin. Michael Lee-Chin is a director of the General Partner and an officer of the Manager. See "The Manager".

The General Partner is generally responsible for management and control of the business and affairs of the Partnership in accordance with the terms of the Limited Partnership Agreement. The General Partner has engaged the Manager to carry out its duties, including management of the Partnership on a day-to-day basis, management of the Partnership's portfolio and distribution of the Units of the Partnership, but remains responsible for supervising the Manager's activities on behalf of the Partnership. The General Partner may also purchase Units.

THE MANAGER

The Trustee and General Partner have engaged the Manager to direct the day-to-day business, operations and affairs of the Funds, including management of the Funds' portfolio on a discretionary basis and distribution of the Units of the Funds. The Manager may delegate certain of these duties from time to time. See "Management Agreements".

The Manager is a corporation amalgamated under the laws of Ontario. The principal place of business of the Manager is 1375 Kerns Road, Suite 100, Burlington, Ontario, L7P 4V7.

Certain senior officers and directors of the Manager and/or its affiliates and associates may purchase and hold Units of each Fund and the securities of related issuers and underlying funds from time to time. These Units may represent a material proportion of each Fund.

Christopher Wain-Lowe, Chief Investment Officer, Executive Vice President and Portfolio Manager of the Manager, is principally responsible for selecting investments for the Funds.

Christopher Wain-Lowe

Christopher Wain-Lowe has over 35 years of business management and global financial services experience – living and working in four continents: Europe, Asia, Africa, North America as well as the Caribbean, which also embraced corporate experience in the energy, natural resources and utility industries. As Head of Utilities team, Barclays' Large Corporate Banking (1989-1992), Chris' team tendered and won most of the syndicated finance, large value leasing and project finance mandates during the UK's water and electricity privatizations – with Barclays' syndications consequently being awarded by Euromoney magazine as 'Best European Syndicate Bank' in 1991 and again in 1992.

As Chief Executive Officer he led Barclays' business in Greece, transitioning it to becoming more corporate focused and successfully selling its island retail network to The Bank of Nova Scotia (1995). As Chief Executive Officer he led Barclays' South African operations in Botswana to best in the region from 1997 to 2000. The Banker magazine ranked Barclays as the 'Best Bank' in Botswana and the 'Best Bank' in Africa in 2000. During Chris' three years with the bank, its market capitalization rose to US$300 million from US$80 million – a compound annual growth rate of more than 55%.

As Chief Executive Officer of National Commercial Bank Jamaica Limited ("**NCB**") he led the bank, from 2000 to 2002, to recognition as the world's 14th highest profits growth performer in 2002. In Chris' two years with NCB, its market capitalization rose to US$400 million from US$100 million - a compound annual growth rate of 100%.

Upon acquisition of NCB indirectly by Portland Holdings Inc., he joined the Manager and its affiliates in October 2002. As Executive Vice President he promoted the launch and listing on the TSX of ten closed-end funds during 2004 to 2007. He is currently the Chief Investment Officer and lead portfolio manager of three mutual funds and four private/alternative funds, namely Portland Private Income Fund, Portland Global Energy Efficiency and Renewable Energy Fund LP ("**Portland GEEREF LP**"), Portland Global Aristocrats Plus Fund and Portland Special Opportunities Fund. Chris has a BA degree from University of North Wales and a MBA from University of Exeter. He is an Associate of the Chartered Institute of Bankers and holds their Financial Services Diploma, having placed first in his year (1989) of completion.

INVESTMENT OBJECTIVE AND STRATEGIES

Investment Objective of the Funds

The investment objective of each Fund is to preserve capital and provide above average long-term returns.

Investment Strategies of the Trust

The Trust intends to achieve its investment objective by investing all, or substantially all, of its net assets in the Partnership once it has achieved mutual fund trust status. Although the Trust intends to invest all, or substantially all, of its net assets in the Partnership, the Manager may from time to time determine that the investment objective of the Trust can be best achieved through direct investment in underlying securities and/or investment in other pooled investment vehicles. To the extent the Trust makes direct investments, it will apply the investment strategies of the Partnership set out below.

Investment Strategies of the Partnership

To achieve the investment objective, the Manager may:

(a) invest in a portfolio of private securities, either directly or indirectly through other funds, initially consisting of:

   (i) private equities believed to be in sustainable systems including farmland;

   (ii) private equities in renewable energy and energy efficiency;

   (iii) other equity or debt securities, a portion of which may have provisions resulting in equity ownership of the issuer of the debt or the underlying asset if certain events occur; and

(b) invest in complementary public securities, including equity securities, real estate income trusts, royalty income trusts, preferred shares and debt securities including convertibles, corporate and sovereign debt.

The Partnership may invest in investment funds, exchange-traded funds ("**ETFs**") and mutual funds (collectively referred to as the "**Underlying Funds**") which may or may not be managed by the Manager

or one of its affiliates or associates. When the Funds subscribe for units of an Underlying Fund, it may be required to commit a fixed amount of capital over time. Pending the full investment of the Fund's commitments, which may take several months or years, and to facilitate available capital to meet commitments and maintain liquidity for working capital purposes, or at any time deemed appropriate by the Manager, the Funds may invest in other investments as described below.

The Partnership may hold cash in short-term debt instruments, money market funds or similar temporary instruments, pending full investment of the Fund's capital and at any time deemed appropriate by the Manager. The intention is to provide liquidity for the Funds to meet potential redemptions as may be necessary and to invest fund proceeds prior to capital calls.

To a lesser extent, derivatives may also be used on an opportunistic basis in order to meet the Partnership's investment objective. The Partnership may use derivatives to hedge the Partnership's foreign currency exposure. The Partnership may also use derivatives for non-hedging purposes to seek to generate additional returns. Such derivatives may include forward currency agreements, exchange traded options and over-the-counter options. In connection with the use of forward currency agreements, the Manager will follow the requirement under National Instrument 81-102 *Investment Funds* ("**NI 81-102**"). The Manager will review the currency exposure and will adjust hedging levels from time to time as it considers appropriate. The writing of call options by the Partnership will involve the selling of call options in respect of some or all of the equity securities held in the Partnership and may be either exchange traded options or over-the-counter options. Call options will be written only in respect of securities that are held in the Partnership and therefore the call options will be covered at all times. The writing of put options will involve utilizing cash, cash equivalents or other securities to provide cover in respect of the writing of cash covered put options, which are intended to generate additional returns and to reduce the net costs of acquiring the securities subject to the put options.

In addition, the Partnership may borrow up to 20% of the total assets of the Partnership after giving effect to the borrowing.

The Partnership has no geographic, industry sector, asset class or market capitalization restrictions. There is no restriction on the percentage of the Net Asset Value of the Partnership which may be invested in the securities of a single issuer.

General

The above-described investment strategies which may be utilized in the management of the Funds are not intended to be exhaustive and other strategies may also be employed. The actual strategies utilized by the Manager will depend upon its assessment of market conditions and the relative attractiveness of the available opportunities. The Manager may, in its absolute discretion, use strategies other than those described above or discontinue the use of any strategy without advance notice to the Unitholders. Changes to the investment objective and strategies of the Funds can be made without prior approval of the Unitholders. Additionally, the Funds may invest in securities with which the Manager or its affiliates have a current or previous affiliation.

There can be no assurances that the Funds will achieve their investment objectives.

Statutory Caution

The foregoing disclosure of the Manager's investment strategies, investment and operating policies and intentions may constitute "forward-looking information" for the purpose of applicable securities legislation, as it contains statements of the Manager's intended course of conduct and future operations of the Funds.

These statements are based on assumptions made by the Manager about the success of its investment strategies in certain market conditions, relying on the experience of the Manager's officers and employees and their knowledge of historical economic and market conditions. Investors are cautioned that the assumptions made by the Manager and the success of its investment strategies are subject to a number of mitigating factors. Economic and market conditions may change, which may materially impact the success of the Manager's intended strategies as well as its actual course of conduct. Investors are urged to read the Section titled "Risk Factors" for a discussion of other factors that will impact the operations and success of the Funds.

MARKET OPPORTUNITIES

Sustainable investing

The Manager believes that doing well and doing good is an important element to the social contract that we all have with each other as members of society. This element forms part of the investment decisions that the Manager makes and will make in the Funds. Environmental, social, and governance ("**ESG**") factors are gaining in prominence and consideration among mainstream investors globally. ESG data spans a range of issues, including measures of company carbon emissions, labour and human rights policies, and corporate governance structures. Policy makers, asset owners, and the public at large are focused on environmental, social and governance factors as a means to promote sustainable business practices and products. Investment professionals increasingly see its potential links to company operational strength, efficiency, and management of long-term financial risks.

Sustainable investing comprises investment strategies that integrate ESG practices into investment decisions when assessing risk and opportunities within a portfolio. Sustainable investing can help combat global challenges such as climate change, unfair business practices and social inequality by investing in businesses that promote ethical and responsible corporate practices.

Research postulates that in addition to achieving positive societal and environmental impacts, during 2006 to 2015, businesses with high sustainability generally outperformed their counterparts by 2% to 5% per year over the long-term, while maintaining a negative correlation with stock market volatility.[1] Research also suggests that corporate sustainability not only generates higher returns during peak phases, but also reduces shareholder's losses during down market periods.[2] The outperformance can be explained by many factors, ranging from: better ESG practices as a proxy for quality management; to firms deriving reputational benefits via sustainable means.

According to the CFA Institute (the CFA Institute offers the Chartered Financial Analyst designation to investment professionals), 73% of investors take ESG considerations into account in their investment analysis and decisions as part of their long-term financial plans to manage risk.[3]

Renewable energy

The Manager believes that renewable energy and energy efficiency are at the core of sustainable investing, which in turn is central to the transition to a less carbon-intensive and more sustainable global energy system. The investment in renewable energy and energy efficiency has grown rapidly over the past few

[1] The Impact of Corporate Sustainability on Organizational Processes and Performance, Robert G. Eccles, Ioannis Ioannou, and George Serafeim, Management Science, Forthcoming

[2] Corporate Sustainability and Shareholder Wealth, Fernando Gómez-Bezares, Wojciech Przychodzen and Justyna Przychodzen, March 16, 2016

[3] Environmental, Social and Governance (ESG) Survey, CFA Institute, July 2017
https://www.cfainstitute.org/learning/future/Documents/ESG_Survey_Report_July_2017.pdf

years, as costs decline sharply especially for solar photovoltaics and wind power. At the Paris Conference in 2015 where the Paris Climate Agreement was negotiated, the developed countries (except the United States) reaffirmed the commitment to mobilize $100 billion a year in climate finance by 2020, and agreed to continue mobilizing finance at the level of $100 billion a year until 2025.[4] The commitment refers to the pre-existing plan to provide US$100 billion a year in aid to developing countries for actions on climate change adaptation and mitigation.[5] As a result, an increasing number of emerging countries have introduced risk mitigants and upgraded their regulatory systems to attract private sector investment.

Renewable energy makes up an increasing share of primary energy supply. An emphasis on energy security and independence, concerns about balance of payments and improving economics relative to falling fossil fuel costs, carbon pricing in some regions and rising fossil fuel prices in the longer term have significantly raised the profile of renewable energies and their inclusion in primary energy mixes. Large private energy consumers are also keenly interested to strengthen their supplier base and become less reliant upon expensive diesel back-up systems. Please refer to the section "Renewable Energy, Energy Efficiency and Lithium Market" on page 24 for further information and charts detailing the investment trends in renewable energy, energy efficiency and the lithium market.

Farming

The Manager believes that Canadian agriculture has experienced a resurgence over the past decade, particularly in the grains and oilseed sector, as prices of commodity crops reached record levels in nominal terms serving to increase top-line revenues for farmers across the nation. Several macroeconomic trends have led to major shortages in agricultural commodities, driven primarily by population growth, rising income in developing nations, and substitution of food for fuel, contributing to significantly increased demand for global agricultural products. We believe these trends appear likely to persist in the coming decades and will continue to add pressure to an already precarious global supply and demand scenario.

While demand has continued to boom, global supply of agricultural goods has not kept pace. Declining growth of productivity in the decades following the Green Revolution (period between 1930s and the late 1960s, where research and the development of technology transfer initiatives took place that increased agricultural production worldwide) has led to major supply shortages, while increasing supply through farming additional land appears to have limited potential because most productive land has already been brought into production. Existing land also faces major threats from overproduction, soil degradation, urbanization, climate change, and water insecurity, exacerbating the already strained supply situation. The past decade has seen consumption of agricultural goods exceed production in a majority of years, and may indicate a secular shift in agricultural economics from abundance to scarcity in the years to come.

Canada's resource wealth in water, arable land, petroleum, potash, in addition to relatively favourable climate trends, have allowed Canadian farmland to fair relatively well. Canada's access to both Pacific and Atlantic trade and proximity to the United States, position it as a world leader in agricultural trade. Also, Canada's well-established trade infrastructure allows easy access to world markets, further improving Canada's advantage in terms of market access. The Manager believes that, as incomes and population continue to rise in emerging economies, Canada's surplus of sustainable productive agricultural land will prove a valuable economic resource. On a per capita basis, the value of Canadian agricultural exports is one of the highest of any nation.[6]

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[4] What Does the Paris Agreement Do for Finance?, World Resources Institute, December 18, 2015, http://www.wri.org/blog/2015/12/what-does-paris-agreement-do-finance

[5] COP21 climate change summit reaches deal in Paris, BBC News, Dec 13, 2015, http://www.bbc.com/news/science-environment-35084374

[6] FCC Ag Economics: A 2014 look at global trade, Government of Canada Publications, http://publications.gc.ca/collections/collection_2017/fac-fcc/CC213-6-2014-eng.pdf

The increasingly capital-intensive nature of today's farm operations requires significant economies of scale to maximize profitability. A new generation of family farmers and progressive, growth-oriented farmers are acquiring and operating larger tracts of farmland and need access to new sources of financing to help them grow and maximize their efficiency. This trend, along with significant succession challenges experienced by the large number of older farmers facing retirement across Canada, has led to a growing demand for alternative sources of capital among Canadian farmers.

SPECIALTY INVESTMENT MANAGERS

An investment goal of the Manager is to make prudent investments in private securities. To help address this goal the Manager will seek specialists who are prepared to co-invest including Specialty Investment Managers as detailed below.

The Manager will invest some or all of the assets of the Funds in investment products managed or serviced by Specialty Investment Managers which it believes have disciplined investment philosophies that are similar to its own. Specifically, the Manager would expect a Specialty Investment Manager's philosophy, portfolio construction and portfolio management to involve an assessment of the overall macro-economic environment and financial markets and company-specific research and analysis. The Manager would expect a Specialty Investment Manager's investment approach to emphasize capital preservation, low volatility and minimization of downside risk. In addition to engaging in due diligence from the perspective of a long-term investor, the Manager would seek a Speciality Investment Manager that would focus on:

- sustainable processes recognized by domestic and international groups such as the United Nations;
- businesses with strong franchises and sustainable competitive advantages;
- industries with positive long-term dynamics;
- businesses and industries with cash flows that are dependable and predictable;
- management teams with demonstrated track records and appropriate economic incentives;
- rates of returns commensurate with the perceived risks;
- securities or investments that are structured with appropriate terms and covenants; and
- businesses backed by experienced private equity sponsors.

The Funds may also co-invest directly with a Specialty Investment Manager.

The Funds initially intend to select the: European Investment Fund ("**EIF**") and its sister institution the European Investment Bank ("**EIB**"), which provide institutional support for the Global Energy Efficiency and Renewable Energy Fund NeXt ("**GEEREF NeXt**") investment team; and Bonnefield Financial Inc. ("**Bonnefield**"), as manager of Bonnefield Canadian Farmland Evergreen LP ("**Evergreen LP**"). Given the Funds are to be offered on a continuous basis, it is the intention of the Manager to consider selecting other Specialty Investment Managers in due course.

Investor Acknowledgement

The investor acknowledges that the disclosures in this section, have been provided by such persons (or their representatives) and has not been prepared by the Funds or the Manager and such information is being provided for informational purposes only to the investor. The Funds and the Manager have not independently verified such disclosures. By investing in the Funds, the investor agrees that the Funds and

the Manager are not responsible, in any way, for any misrepresentations with respect to such disclosures other than as required under applicable securities legislation.

Specialty Investment Manager: The European Investment Bank

The EIB has been selected as a Specialty Investment Manager through its advisory services of the GEEREF NeXt and its predecessor, Global Energy Efficiency and Renewable Energy Fund ("**GEEREF**"). The EIB is the bank of the European Union ("**EU**") and is the only bank owned by and which represents the interests of the 28 EU Member States. The EIB works closely with other EU institutions to implement EU policy. The EIB is the largest multilateral borrower and lender in the European Union with over €455 billion of loans disbursed as at December 31, 2016.[7] The EIB provides finance and expertise for sustainable investment projects that contribute to EU policy objectives for projects supporting innovation and skills, access to finance for smaller businesses, infrastructure and climate and environment.

In 2018, the EIB is celebrating 60 years of improving lives in Europe and beyond. It has its headquarters in Luxembourg with 2,900 staff and it has a network of local and regional offices throughout Europe and around the world. The EIB Group consists of the EIB and the EIF, which specializes in small to medium enterprise ("**SME**") finance. The EIB is the majority EIF shareholder, with the remaining equity held by the EU (represented by the European Commission) and other European private and public bodies.

The EIB generally finances one-third of each project, but it can be as much as 50%. This long-term, supportive financing encourages private and public sector investors to put in their funds. All the projects the EIB finances must comply with strict technical, environmental and social standards. Its staff of 300 engineers and economists screen every project, before, during and after they lend.

In 2016, more than 10% of the EIB's financing activity went to thousands of projects outside the EU. The EIB helps the EU meet its objectives globally which includes achieving the Sustainable Development Goals (as set out by the United Nations and depicted below). Sustainable Development Goals are a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity. It consists of a set of 17 global goals spearheaded by the United Nations to tackle the root causes of poverty and unite its members together to make a positive change for both people and planet.

Source: GEEREF 2016 Impact Report and United Nations, January 2018, http://www.un.org/sustainabledevelopment/sustainable-development-goals/

[7] European Investment Bank, http://www.eib.org/about/key_figures/data.htm

GEEREF is specifically working towards achieving five specific Sustainable Development Goals (numbers 7,8,9, 13 and 17). These goals are being accomplished by GEEREF building up new clean energy capacity, contributing to decreasing greenhouse gas emissions in energy and other industries and creating employment opportunities and skills training, by being a public-private partner. Through its underlying projects, the EIB aims at creating jobs and opportunity, a clean planet and a better quality of life. The EIB is committed to providing at least 25% of its investments to climate change mitigation and adaptation, supporting low-carbon and climate resilient growth. In 2016 alone, the EIB's climate action lending reached €19.5 billion. Most of the lending went towards low carbon and climate friendly transport (€7.9 billion), renewable energy (€3.9 billion) and energy efficiency (€3.6 billion) (followed by research, development and innovation (€1.8 billion), climate change adaptation (€1.2 billion) and afforestation, forest management and other climate action projects (€1.1 billion).[8]

The equity infrastructure team of EIB has, since 2005, been active in building up a portfolio of over 37 infrastructure funds for total commitments of over €1.3 billion, primarily in Europe and across different sectors, including renewable energy and energy efficiency.[9] As part of the Climate Change and Environment Division of the EIB, GEEREF and GEEREF NeXt has ready access to the teams developing and implementing traditional and innovative climate action financing instruments and equity infrastructure activities.

GEEREF

GEEREF is a private equity and infrastructure fund of funds, investing in equity or quasi equity investments in energy efficiency and renewable energy private equity funds, providing equity or quasi equity for primarily energy efficiency and renewable energy projects in developing countries ("**Regional Funds**"). The GEEREF investment team is supported by the EIF as advisor and EIB as sub-advisor of GEEREF.

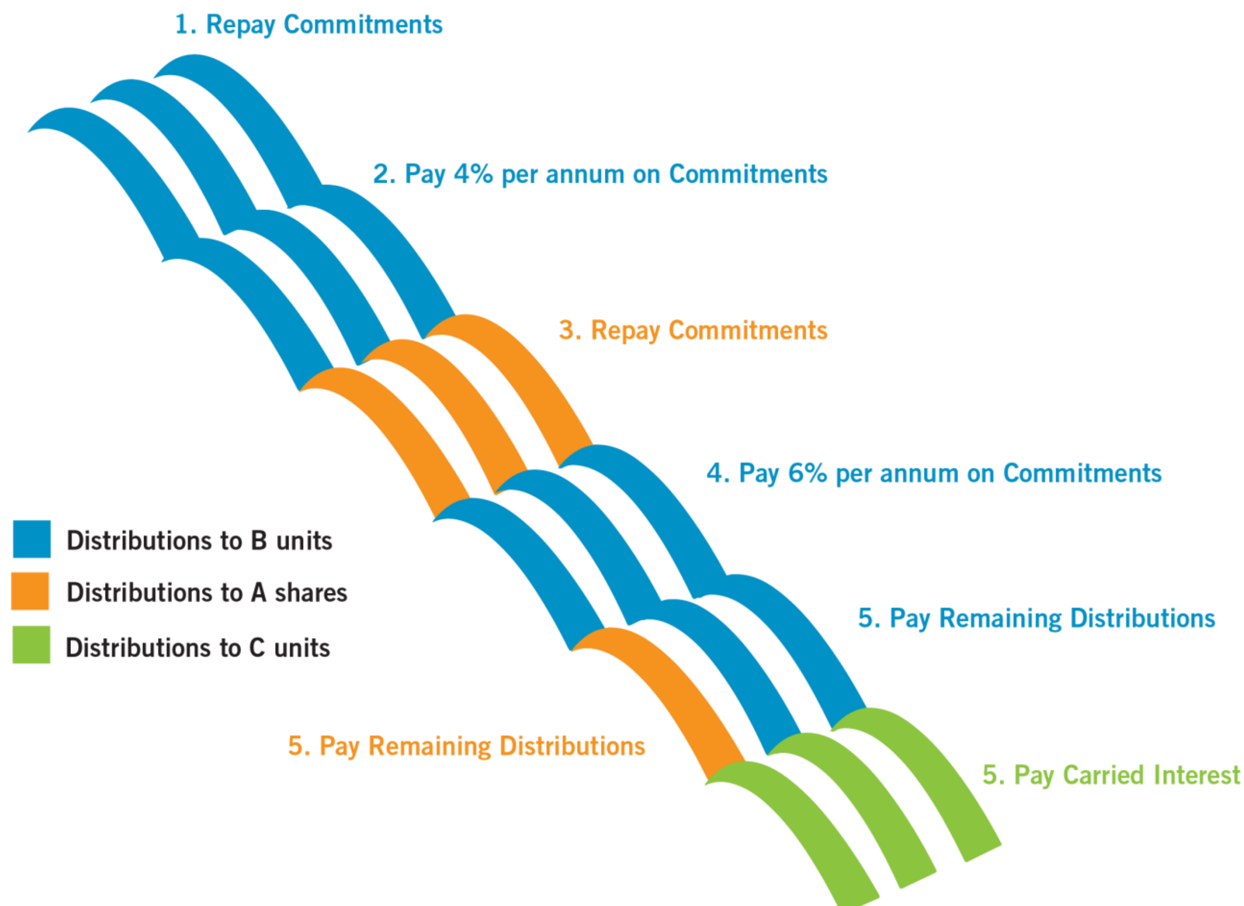
GEEREF invests exclusively in funds targeting projects in emerging markets that qualify as recipients for Official Development Assistance. There are currently 146 countries recognized as such by the Organisation for Economic Co-operation and Development ("**OECD**") and GEEREF's funds can target all of these other than candidates for accession to the EU. Priority is given to investment in countries with appropriate policies and regulatory frameworks on energy efficiency and renewable energy. GEEREF invests in specialist funds developing small to medium-sized projects in the following sectors: Renewable Energy – including small hydro, solar, wind, biomass and geothermal; and Energy Efficiency – including waste heat recovery, energy management in buildings, co-generation of heat and power, energy storage and smart grids.

GEEREF was initiated by the European Commission in 2006 and launched 'A' shares in 2008 with funding from the European Union, Germany and Norway, totaling €112 million. GEEREF successfully concluded its fundraising from global private sector investors for 'B' units in May 2015, which includes a €14.25 million commitment by Portland GEEREF LP, which brought the total funds under management to €220 million. The EIF is the only 'C' unitholder, which represents the carried interest of the EIB. The duration of GEEREF is until at least November 6, 2026 but may be extended three times or as follows: (i) once by two years, and thereafter (ii) two times by one year.

GEEREF utilizes a unique 5 step preferred return 'waterfall' structure for 'B' unitholders, stated and depicted as follows:
1. 'B' unitholders are repaid their commitments.
2. 'B' unitholders receive a preferred distribution of 4% per annum on commitments.

[8] European Investment Bank, http://www.eib.org/projects/priorities/climate-and-environment/climate-action/index.htm
[9] Global Energy Efficiency and Renewable Energy Fund, http://geeref.com/about/the-eib-group.html

3. ‘A’ shareholders are repaid their commitments.
4. ‘B’ unitholders receive a second preferred distribution taking their return to 10% per annum on commitments.
5. 95% of remaining distributions are allocated pro rata between ‘A’ shares and ‘B’ units and 5% of remaining distributions are allocated as carried interest to the ‘C’ units.



Typically, the Regional Funds levy management fees of 2% per annum with investors/limited partners like GEEREF having first priority on all net gains and income received or realised on investments of 8% - 10% per annum (simple, not compounded) above which 20% of remaining distributions are allocated as carried interest to the Regional Fund manager. GEEREF pays an advisory fee to the EIF of an average 0.95% of total commitments to GEEREF.

GEEREF is building a diversified portfolio in terms of risk profile, size, geography and technology in 12-15 funds. As at September 30, 2017, GEEREF has committed to twelve Regional Funds with over €150 million in commitments. The twelve Regional Funds comprise a total of 103 investments and three of these Regional Funds have finalized their investment periods. GEEREF has also realized over €15 million from one Regional Fund. GEEREF is also working on co-investment/direct investment projects, which are expected to materialize by early 2018. GEEREF believes that Developing Asia (including Southeast Asia, India and China) as a whole is the largest region for investments while Sub-Saharan Africa excluding South Africa also has a significant share. Sector focuses are well diversified, except for energy efficiency, which

has a smaller share, less than half of the share of solar, wind or hydro. GEEREF can borrow up to 25% of its net asset value. As the date of this offering memorandum, GEEREF is audited by Ernst & Young S.A.

GEEREF NeXt

The Funds intend to make an investment in GEEREF NeXt. The GEEREF NeXt expects to implement a similar structure as GEEREF, where it looks to be capitalized by 'A' shareholders, 'B' unitholders and 'C' unitholders. The 'A' shareholders are expected to compose US$250 million of GEEREF NeXt's target size of US$750 million, which will be provided by the public sector and serve as a de-facto first-loss mechanism. The remaining US$500 million of capitalization is expected to be composed of private investors as 'B' unitholders. 'B' unitholders will be provided with a 10% preferred return per annum while having their downside protected by public sector capital replicating the unique 5 step preferred return waterfall structure as outlined in GEEREF. GEEREF NeXt will benefit from GEEREF's investment activities and the EIB's global presence. Within its pipeline, GEEREF NeXt has prioritized 18 investments, representing a total investment volume of US$700 million.

GEEREF NeXt will also adjust to market evolution and utilize lessons learned since 2008 from managing GEEREF including completing larger deals, co-investments and providing mezzanine financing. GEEREF NeXt will continue to focus on new funds with a strong local development impact and it will also support larger Regional Funds that drive the success of the asset class.

The Manager agrees with the views of the management team of GEEREF NeXt that there is an energy demand gap in GEEREF NeXt target markets. The populations of GEEREF NeXt's target markets (which exclude China) are growing 1.8% per annum from 4.4 billion in 2015 to an expected 4.8 billion in 2020. Gross domestic product ("**GDP**") is expected to grow 7% per annum from US$15.4 trillion to US$21.6 trillion in the same period. There is increasing urbanization and mobility where almost one million city dwellers are added every five days in non-OECD markets. There is significant economic development occurring where it is expected that 2.8 billion people in the non-OECD markets will enter the middle class in the next 15 years and will significantly increase electricity consumption as they do. 68% of Sub-Saharan Africa and 25% of India lack access to electrification. Global electricity demand is expected to increase 53% between 2015 and 2040 to 35,610 terawatt hours (TWh) and will be the main driver behind capacity additions. With electricity demand in developed countries slightly contracting, all of this increased demand is expected to be from emerging markets that will account for 71% of global demand in 2040.[10]

GEEREF NeXt is expected to have a similar term and fee structure as the one that is employed within GEEREF. The term is expected to be 15 years from its final closing, currently expected to be in 2019, subject to extension. GEEREF is responsible to pay the entire cost of all operating expenses incurred by the fund. GEEREF must also pay an advisory fee in the amount of 1% up to a commitment of €100 million, an advisory fee of 0.95% for commitments between €100 million and €120 million and an advisory fee of 0.9% for commitments over €120 million. The advisory fee switches from being calculated on commitments to being calculated on capital invested once the investment period ends. The minimum advisory fee during the investment period was €1 million per year. GEEREF pays a management carry fee in the amount of 5% of remaining proceeds to 'C' unitholders which are owned by the management of GEEREF. The 5% carry is only paid after B unitholders have received a 10% per annum preferred return on their commitment and the commitment of 'A' shareholders and 'B' unitholders have been repaid.

[10] GEEREF NeXt Presentation, August 23, 2017

GEEREF and GEEREF NeXt's Management Team

GEEREF and GEEREF NeXt are expected to have the same management team. GEEREF is currently managed by the following Front Office management team.

Cyrille Arnould, Head of GEEREF Front Office

Cyrille joined the GEEREF Front Office in 2008. Previously, he was a Senior Officer at EIB's Africa, Caribbean and Pacific Department, where he oversaw the development of private equity and microfinance portfolios. Prior to joining the EIB in 2003, Cyrille was a Senior Investment Officer at the International Finance Corporation's ("**IFC**") SME Department, which he joined after four years with IFC's Financial Markets Group, Sub-Saharan Africa Department. He was previously IFC's Senior Investment Officer based in Russia. Before joining IFC, Cyrille worked in Russia for the European Bank for Reconstruction and Development, first as Investment Manager for Smolensk Regional Venture Fund and then as Principal Banker in Moscow.

Cyrille holds a Diploma from the Political Science Institute and a Master of Law Degree, both from the University of Strasbourg, and an MBA from the Wharton School of the University of Pennsylvania.

Dr. Gunter Fischer, Senior Investment Manager, GEEREF Front Office

Gunter joined the GEEREF Front Office in 2008. Prior to that, he was concentrating on Venture Capital and Private Equity Fund of Fund operations at EIF where he focused on the management of ERP-EIF Dachfonds, the EIF's first external Fund-of-Funds mandate. Prior to joining the EIF, Gunter was a Consultant in the corporate finance practice of Arthur D. Little in Berlin.

Gunter holds a degree in business administration and a PhD in finance from the European University "VIADRINA" in Frankfurt, Germany; a degree in commerce from Reims Management School/ESC Reims, France; as well as a degree in Business Law from the University of St. Gallen in Switzerland. Since 2014, Gunter has been teaching finance courses at the University of Luxembourg.

Mónica Arévalo, Senior Investment Manager, GEEREF Front Office

Mónica joined the GEEREF Front Office in 2013. Previously, she worked in the Africa, Caribbean and Pacific Department of the EIB and before that in the Mediterranean Neighbourhood Department, in both cases as project officer responsible for the financing of capital investment projects, with a specific focus on the infrastructure and sustainable energy sectors. Prior to joining the EIB in 2005, Mónica was a financial analyst at Schroder Salomon Smith Barney's corporate finance practice in London.

Mónica holds a degree in business administration and an MBA from the Universidad Pontificia Comillas Madrid - ICADE, Spain; and a Master's in International Relations from the Instituto Universitario Ortega y Gasset in Madrid, Spain.

Aglaé Touchard-Le Drian, Senior Investment Manager, GEEREF Front Office

Aglaé joined the GEEREF Front Office in 2015. Previously, she worked at EIF's social impact investing team and was exposed to capital investments in developing and emerging economies through her experience at both the EIB and the French Development Agency (AFD), within the Private Equity team of Proparco, where she also worked on renewable energy projects. Prior to that, Aglaé worked in strategic consulting (with LEK Consulting) and investment banking (with Rothschild & Cie).

Aglaé holds qualifications from the Institut d'études politiques (Sciences Po Paris), the École supérieure de commerce (Paris School of Management) and the Université de Paris IX-Dauphine. Since 2006, she lectures a class on Private Equity in Emerging Countries at Sciences Po Paris.

Specialty Investment Manager: Bonnefield Financial Inc.

Bonnefield is a Canadian farmland investment manager and property manager. With offices in Toronto and Ottawa and investments across Canada, Bonnefield is dedicated to preserving "farmland for farming". As at March 31, 2017, Bonnefield managed three investment partnerships with total assets under management of approximately $504 million comprising over 100,000 acres and 91 properties, leased to approximately 88 tenants across British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick and Nova Scotia.

In both 2014 and 2015, Bonnefield received an "A" ranking from the United Nations supported Principles for Responsible Investment ("**PRI**"). The goal of the PRI is to understand the implications of sustainability for investors, including incorporating ESG issues and support those who incorporate these issues into their investment decision making and ownership practices.

Bonnefield is 100% Canadian owned and managed and invests solely on behalf of Canadian institutions and private client investors. Bonnefield is jointly owned by Colonnade Holdings Inc. ("**Colonnade**") and senior management; along with key employees through an employee stock ownership program. Colonnade is a commercial real estate firm with over 25 years of experience managing real estate assets on behalf of institutional investors primarily in the Ottawa region. Colonnade's staff totals approximately 150 people involved in real estate development, management and construction, as well as private equity activities in agriculture, retail and technology.

In 2008/2009, Tom Eisenhauer, a professional with a broad range of experiences in investment banking and private equity, together with Colonnade jointly formed Bonnefield to become the first nation-wide farmland investment manager with a focus on institutional and family office investors.

Bonnefield established a Canada-wide network of progressive farmers, farmland realtors, professional agrologists[11], and farm financial advisors to help it procure and successfully invest nationally in farmland. Bonnefield has developed a series of business practices and expertise related to the sourcing, assessment and management of farmland investments across Canada, which it believes are essential to successfully executing the farmland investment strategies.

Canadian farmers have traditionally had to rely on a mix of equity and mortgage debt to finance their farmland acquisitions and operations. Limited sources of other financing alternatives pose a challenge to farmers and result in overleveraged balance sheets, reduced cash flows due to high debt service costs, a lower return on assets, inefficient capital allocation, an inability to benefit from economies of scale and, ultimately, less growth and lower profits.

Bonnefield's central strategy is to establish long-term relationships with progressive, growth-oriented Canadian farmers and to capitalize on the industry trend of providing farmers with capital to help: (a) reduce debt, improve cash flow and improve return on assets; (b) finance expansion, growth, productivity and

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[11] Agrology is the branch of agriculture that deals with the origin, structure, analysis and classification of soils especially in their relation to crop production.

profitability; (c) facilitate succession and transition of farming operations from retiring farmers to the next generation; and (d) secure long-term access to land currently leased from others on an ad hoc basis.

Bonnefield has developed an approach to farmland investing that is based on norms established in the institutional commercial real estate market, which includes the segregation of real estate ownership from tenant operations, risk mitigation, due diligence and investment processes. Bonnefield's investment strategy differs somewhat from those of some US and international farmland investment managers who often mix farm real estate ownership with farm operations and/or exposure to agriculture commodity price fluctuations.

Bonnefield's investments consist primarily of farmland that is acquired and leased back under long-term leases to the previous owner or to other progressive, growth-oriented farmers, thereby providing the investors with annual lease income and the opportunity for long-term capital appreciation.

Bonnefield Canadian Farmland Evergreen LP

The Partnership intends to invest in Bonnefield Canadian Farmland Evergreen LP ("the Evergreen LP"), a limited partnership organized under the laws of Ontario. Bonnefield Evergreen GP Inc. ("**Bonnefield GP**"), a wholly owned subsidiary of Bonnefield, is the general partner of the Evergreen LP. Bonnefield Evergreen GP Inc. has retained Bonnefield as the manager to provide administrative and management services to the Evergreen LP. Bonnefield has also been retained as the farmland property manager for the farmland held by the Evergreen LP. The farmland property management services to be provided by Bonnefield include identification of farm operators, monitoring farm operations, annual property site visits, management of tenant relations, administration of property expenses and related recoveries, periodic review and approval of crop rotation plans, fertilizer plans, agrology tests and monitoring tenant compliance with the Bonnefield Standards of Care (as described below).

The Evergreen LP was established on September 1, 2016 as a result of a combination of two existing closed-end investment partnerships managed by Bonnefield. The Evergreen LP is an open-ended investment partnership with enhanced re-investment, diversification and liquidity features. The objective of the Evergreen LP is to achieve stable, long-term growth of capital and annual income by investing in a portfolio of farmland properties and to provide annual subscription and redemption opportunities for new and existing limited partners.

As at September 30, 2017, the Evergreen LP's assets under management were approximately $84 million comprising 21 properties, leased to 22 tenants across Alberta, Saskatchewan, Manitoba, Ontario, and New Brunswick. The Evergreen LP will continue to expand the portfolio with what Bonnefield believes is high-quality "core" farmland primarily through non-leveraged sale-leasebacks with progressive farmers primarily in Saskatchewan and Manitoba. Diversification is expected to be achieved through investments across numerous farming regions with differing agricultural characteristics and risks, and will be diversified by tenants and exposure to numerous different crop sectors. Exposure to farm operational risk is expected to be minimized through the use of long-term cash and flex leases with progressive farm tenants. Bonnefield believes that Evergreen LP represents an attractive opportunity for investors to gain exposure to the secular trends that are expected to continue to influence farmland returns over the coming decades.

Bonnefield's standard form of lease agreement requires that the farmer follow a comprehensive set of agricultural best practices referred to as the "Bonnefield Standards of Care". The Bonnefield Standards of Care were developed by Bonnefield in consultation with agrologists and in reference to industry best-practice policies established by leading agricultural education and government agencies across North America. Among other things, the Bonnefield Standards of Care require that, as a condition to the lease,

the farmer must follow certain practices and document these practices for inspection review by Bonnefield. Such practices to be followed include periodic soil testing, tillage systems in keeping with soil conservation, crop rotation plans, surface water and water course management, detailed record keeping, crop planning, pesticide management, weed control, soil erosion practices and environmental obligations. Bonnefield believes that the Bonnefield Standards of Care are a leading set of comprehensive industry best practices in use in the Canadian agricultural sector and will help preserve and enhance the quality of the Evergreen LP's farmland portfolio.

The Evergreen LP will target investments with an average annual capital appreciation of 6% to 8%, in line with historic farmland appreciation rates in Canada, and, assuming that the Evergreen LP achieves such appreciation and has available cash, may make cash distributions from operating income of 0.5% to 4% annually. Although the Bonnefield GP will endeavor to cause the Evergreen LP to make distributions not less than once in each fiscal year, reinvestment in farmland, capital expenditures for improvement of existing properties and other investments in keeping with the mandate of the Evergreen LP may take precedence over distributions of net cash flow.

Following a three-year lock-up period for each committment, limited partners in the Evergreen LP are entitled to request the redemption of some or all of the units held by them on an annual basis, and may be subject to redemption fees and a minimum permitted redemption amount.

Bonnefield is entitled to an annual investment management fee of 1.30% of total capital called by investors (that is, the total amount paid by investors when they subscribed for units). Annually, Bonnefield will pay an investment management fee rebate to each limited partner such that the net investment management fees paid by each limited partner is equal to the weighted average of 1.30% of the first $5,000,000 of total committed capital;1.15% of the next $5,000,000 of total committed capital; and 1.00% of total committed capital in excess of $10,000,000. A performance incentive fee of 0.5% of capital commitments is payable after three years subject to achievement of a CPI+4% hurdle rate during that three year period.

Bonnefield has also been retained as the farmland property manager for the farmland held by the Evergreen LP. The farmland property management services to be provided by Bonnefield include identification of farm operators, monitoring farm operations, annual property site visits, management of tenant relations, administration of property expenses and related recoveries, periodic review and approval of crop rotation plans, fertilizer plans, agrology tests and monitoring tenant compliance with the Bonnefield Standards of Care. For its property management services, Bonnefield will receive an annual fee equal to 10% of the first $2 million of gross revenue (means, in each fiscal year, all rents, earned interest, commissions, royalties, bonuses, operating cost recoveries, revenue, if any from any damage recoveries, insurance proceeds relating to lost revenue and all other amounts, rights and benefits of any kind whatsoever actually earned by the Evergreen LP from properties, net of realty taxes applicable to the Property and GST and/or HST earned by the Evergreen LP), 9% of the next $5 million of gross revenue earned by the Evergreen LP, and 8% of gross revenue over $7 million – subject to a minimum of $241,000.

The Bonnefield GP intends to charge each investor subscribing for units of the Evergreen LP an administration fee equal to 1% of the total aggregate subscription price for such units. This administration fee is intended to offset the portion of the fees, costs and disbursements incurred by the Bonnefield GP, for and on behalf of the Evergreen LP, in connection with the issue of such units. Investors subscribing for units will also be liable for the remittance of land transfer taxes on their pro rata share of the value of properties held by Evergreen LP in certain jurisdictions.

The Evergreen LP seeks to invest in farmland on an unlevered basis but may borrow up to 30% of its fair market value of its assets for purposes of managing cash flows, to bridge finance the purchase of farmland

and to fund redemptions. As the date of this offering memorandum, the Evergreen LP is audited by PricewaterhouseCoopers LLP.

Bonnefield Financial Inc.'s Management Team

Tom Eisenhauer - President & CEO and Investment Committee Member

Tom has been the President and CEO of Bonnefield since it was founded and is responsible for the company's overall operations. He is also a member of the investment committee. He has a broad range of private equity, investment banking and merchant banking experience. Prior to joining Bonnefield, Tom was the Managing Partner of Latitude Partners, which he co-founded in 1999. Latitude managed the Longitude Fund LP, a private equity fund that specialized in buyouts of private and public Canadian technology companies. Previously, Tom was Managing Director of TD Securities and the founder and head of TD's technology investment banking operations. He was also a Managing Director of Lancaster Financial, a leading independent merger and acquisition advisory firm where he was employed from 1987 until it was acquired by TD Securities in 1995.

Education and Certification
ICD.D, Institute of Corporate Directors & Rotman School of Management
M.A. Economics, Queen's University
B.A. (Gold Medal) in Economics and Russian Literature, University of King's College and Dalhousie University

Jean-Jean (J.J.) Vanasse - President, Property Management and Group CFO

J.J. is the CFO of Bonnefield. Previously, he was the CFO of Manderley Turf Products where he helped reorganize the company for long-term growth. Prior to Manderley, J.J. was Vice President, Finance and CFO of Lonalytics Corporation, where he secured several equity and debt financings over a three-year period and played a key role in the sale of the company to Thermo Fisher Scientific. J.J. was also CFO at Celtic House Venture Partners, where he assisted in raising capital for a new fund, evaluated investment opportunities, and provided strategic advice to portfolio companies. Prior to Celtic House, J.J. was the CFO at FastLane Technologies for six years where he was responsible for raising funds and helped the company expand to more than 10 sales offices in the US and open subsidiaries in the US, Germany, France and the UK. He subsequently led FastLane to a successful sale and integration with Quest Software.

Education and Certification
CPA - Chartered Professional Accountants, Canada
B.Comm - Bachelor of Commerce, Université du Québec

Wally Johnston - Vice President, Business Investments

Wally Johnston has been with Bonnefield since its formation in 2008/2009 and is responsible for Bonnefield's realty operations and sourcing network. Wally is also the Broker of Record for Bonnefield's captive realty company, Bonnefield Realty Inc. Wally's passion for farming and his understanding of farm operators – their challenges, opportunities and sensibilities – comes directly from experience. He was raised on a farm in Carp, Ontario, which he subsequently purchased in 2000 and continued to operate as a cash crop and cow/calf beef business until 2007. After several years in construction and engineering, Wally entered real estate in 1986. By 1996, he had earned his real estate broker's license and by 2000 had built and was managing a 30-person real estate office.

Education and Certification
Ontario Real Estate Association Sales Representative License, Ontario Real Estate Association Broker License

Marcus Mitchell – Vice President, Investment Management

Marcus is responsible for Bonnefield's investment management processes and for the portfolio strategy for Bonnefield's investment funds. Marcus joined Bonnefield in 2011 and has been a key contributor to the firm's investment policies and procedures. He is also a frequent contributor to Bonnefield's original research. Previously, Marcus was a Research Analyst with Colliers International with a focus on real-estate-related research and analysis.

Education and Certification
CFA Charterholder
CAIA Charterholder
B.A. (Hons), specialization in Urban Development, University of Western Ontario (Gold Medal)

Stuart Pattillo - Director, Private Clients

Stuart is the Director, Private Clients for Bonnefield. Having grown up in Calgary around his family's livestock operation, and spending almost ten years in the commodity trading and agribusiness industry, Stuart brings a wealth of experience to his role at Bonnefield. In addition to serving Bonnefield's private investor clients, Stuart provides support in sourcing farmland investment opportunities to grow Bonnefield's agricultural footprint across Canada, particularly in Saskatchewan and Manitoba. Previously, Stuart was an ag-research associate at AltaCorp Capital Inc., an energy and ag-focused investment bank.

Education & Certification
Bachelor of Arts (History) – University of King's College and Dalhousie
Masters of Business Administration – HEC Montreal and l'Université de Montréal

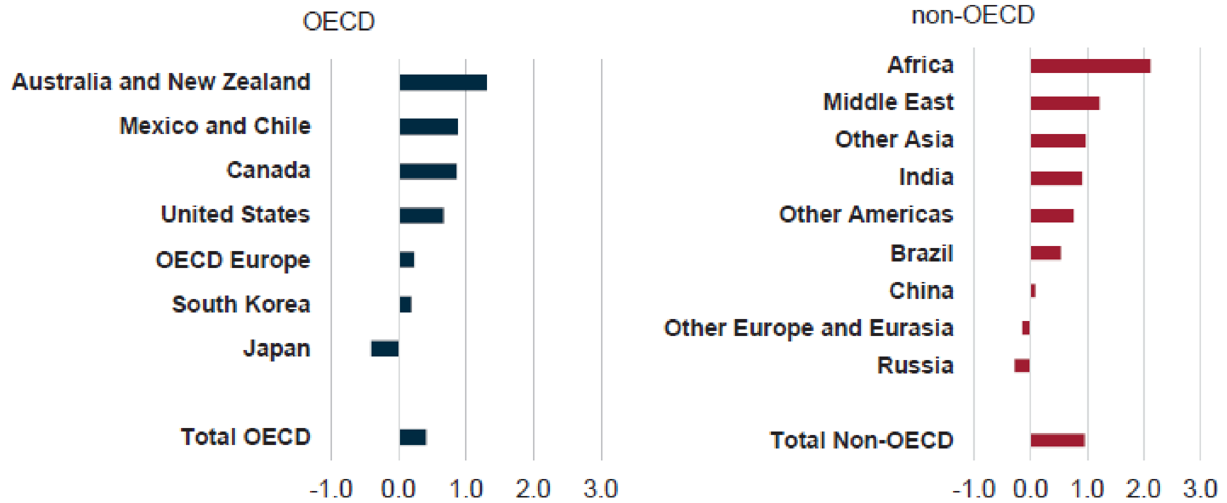
RENEWABLE ENERGY, ENERGY EFFICIENCY AND LITHIUM MARKET

In response to climate change, there is a growing trend toward divesting from fossil fuel production in favour of alternative energy generation. This is particularly the case for non-OECD economies, as their population growth, economic growth and energy demand growth are all expected to outpace the OECD nations. Recognized as one of the most economical ways in improving energy productivity, investment in energy efficiency is also likely to favour the OECD economies. In addition, to ensure energy is stored more efficiently while avoiding greenhouse gas emissions, the utilization of lithium is likely to play a vital role.

Renewable Energy

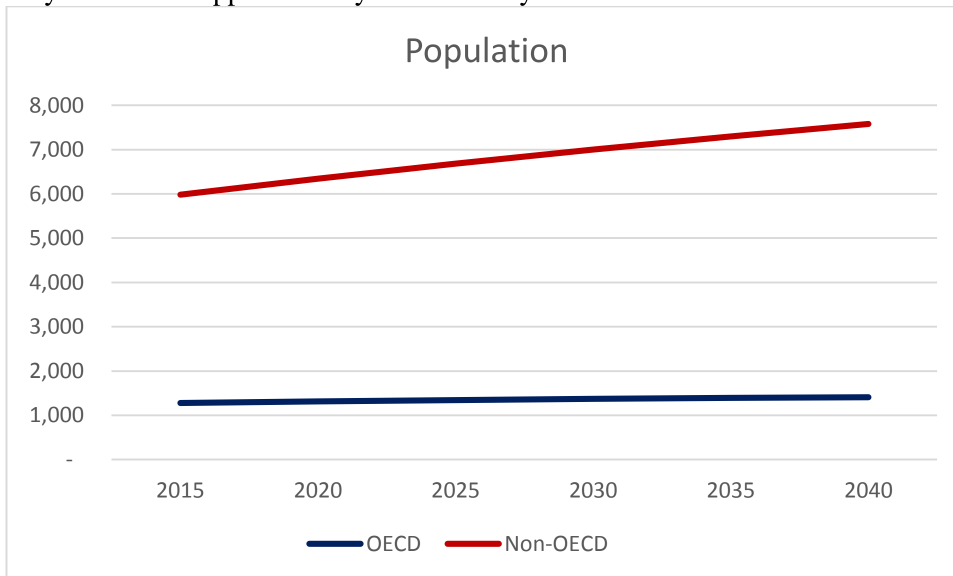
Population growth

Population is an important driver of energy demand. According to the U.S. Energy Information Administration ("**EIA**") and its report, International Energy Outlook 2017, non-OECD total population is expected to increase by approximately 1% per year from 2015 to 2040, which is more than twice the rate of the total OECD population.



Source: EIA, International Energy Outlook 2017

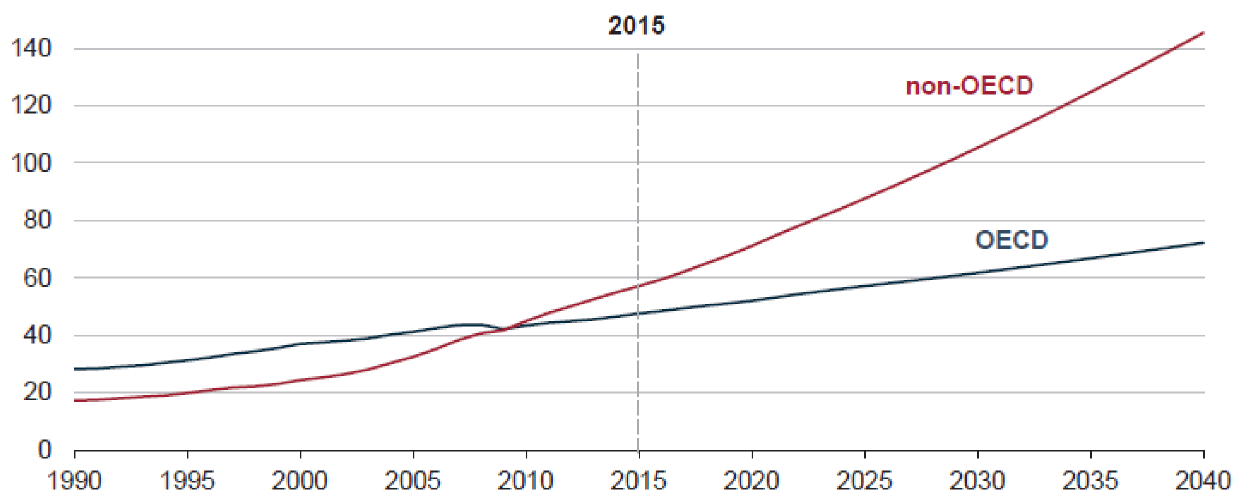
Total population for non-OECD countries will rise to over 7.5 billion in 2040, while OECD nations will only increase to approximately 1.4 billion by 2040.



Source: EIA, International Energy Outlook 2017

Economic growth

Based on the 2010 U.S. dollar price level, up until the year 2040, the EIA forecasts that non-OECD economies will more than double their GDP to over 140 trillion, compared with OECD economies' GDP of less than 70 trillion.

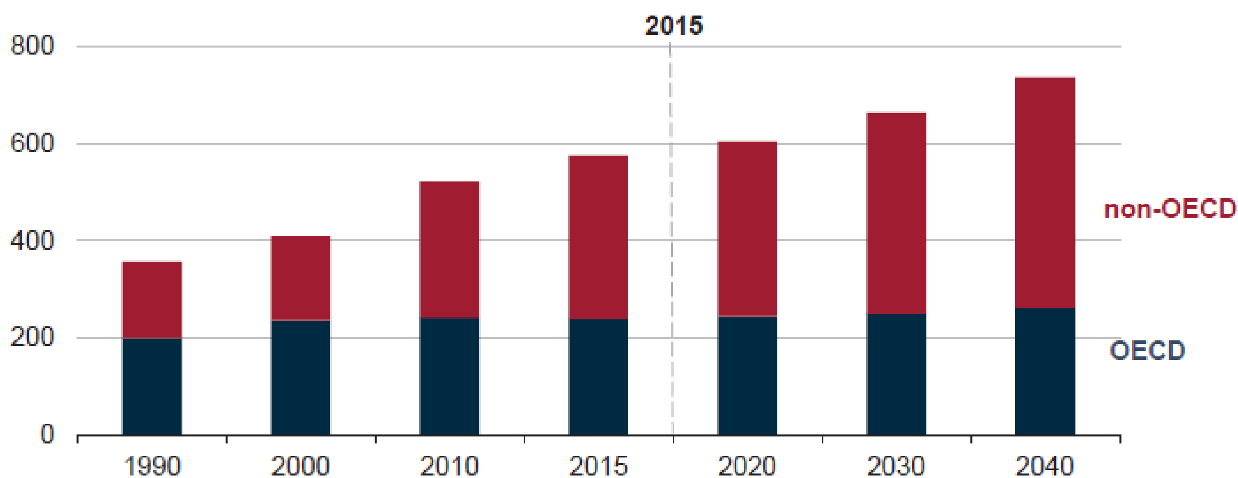


Source: EIA, International Energy Outlook 2017

Energy demand growth

Under the current policies and technology trends, the EIA expects that the world energy consumption will increase from 575 quadrillion British Thermal units (Btu) to 736 quadrillion Btu, a rise of 28% between 2015 and 2040. Almost all of the growth will come from emerging economies and over half of the increase will be attributed to non-OECD Asia.

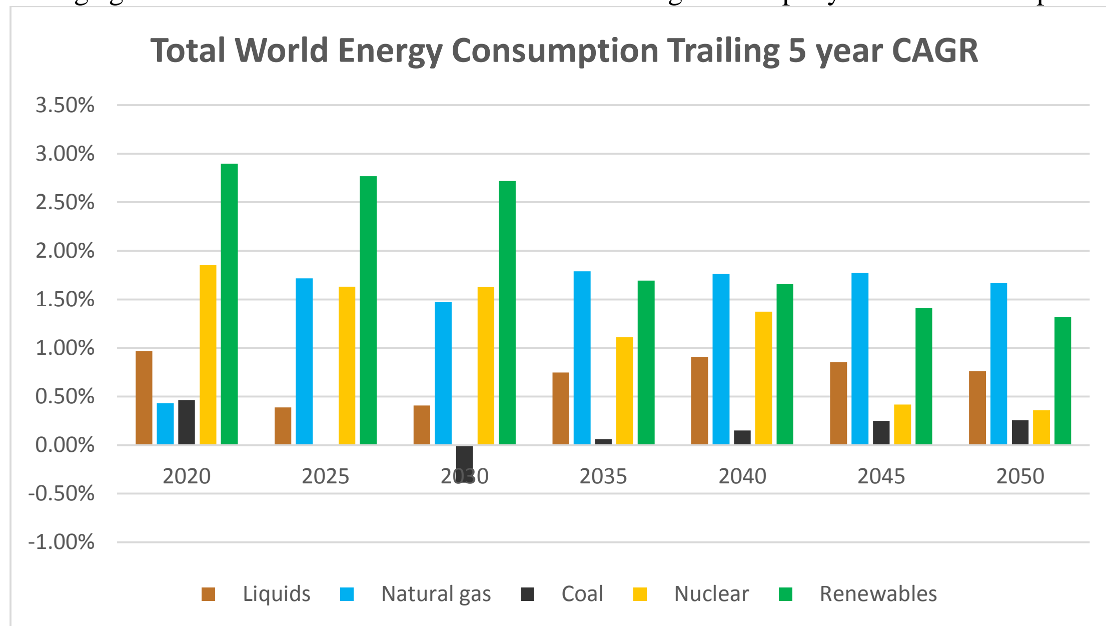
The majority of the increase in energy demand is expected to come from non-OECD countries, where strong economic growth, increased access to marketed energy, and quickly growing populations will lead to a surge in demand for energy. The total consumption of energy in non-OECD countries is forecasted to grow 41% between 2015 and 2040, compared to a 9% increase in OECD countries for the same period.



Source: EIA, International Energy Outlook 2017

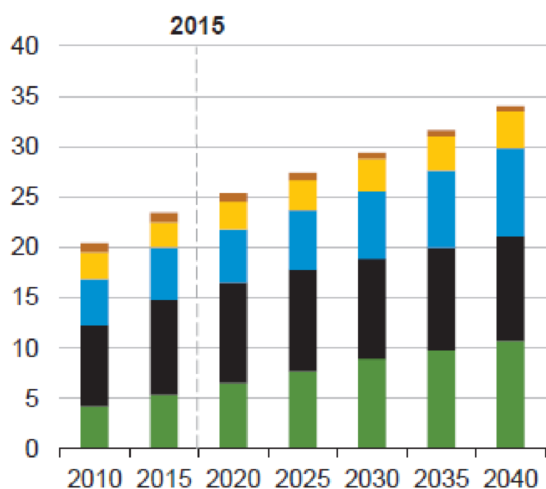
Growing renewable energy share

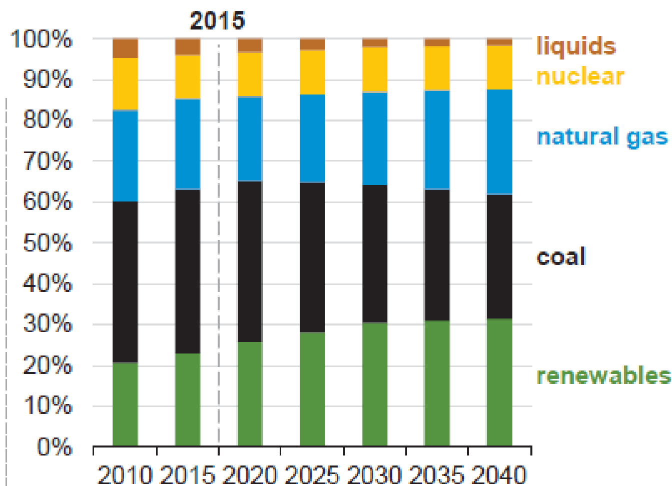
Given the current policies and technology trends, the EIA forecasts that renewable energy will be the fastest-growing energy source averaging a 2.1% growth rate per annum from 2015 to 2050, while the average growth rate for all other sources combined will grow 1% per year for the same period.



Source: EIA, International Energy Outlook 2017

Electricity generated from renewable energy is forecast to double to reach over 10 trillion kilowatt hours by 2040, reaching 31% of total world electricity generation. Among all sources of energy, renewables (e.g. hydro, wind, solar, geothermal and biomass) are forecasted to be the fastest growing sources of generation over the period of 2015 to 2040, rising by an average of 2.8% per annum, as technological improvements and government incentives in many countries pave the way for it to become the number one source used.





Source: EIA, International Energy Outlook 2017

Energy Efficiency

Energy efficiency has been recognized as one of the most economical ways of delivering energy productivity bonuses, reducing global energy-related greenhouse gas emissions and strengthening energy security. Mandatory standards and targets for energy efficiency were established by many countries around the world.

The EU has extended its energy efficiency policy framework with targets for 2030, including a 30% reduction in energy demand. The European Commission has also set up requirements for energy utilities to save 1.5% per year by deploying energy-efficiency and management strategies.[12]

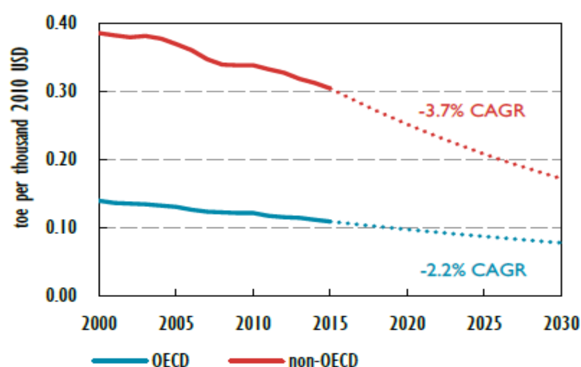
In its 13th Five-Year Plan, China targeted to reduce energy intensity to 44% below 2005 levels by 2020, suggesting a reduction of 15% between 2015 and 2020. China has succeeded in lowering energy intensity in each of the previous two Five-Year Plans, by 19% in 2010 and 34% in 2015.[13]

The launch of the second cycle of India's Perform, Achieve, Trade Energy Efficiency program for industry aims to reduce energy use by 4% by 2019 compared with 2014. The new fuel economy standards for light duty vehicles in India are targeted to avoid 50 million tons of carbon dioxide that would have otherwise been emitted in 2030.[14]

The Philippines published Energy Efficiency Roadmap 2014-2030 in 2014 set out action plans including 39 initiatives for all sectors. Subsequently, the Philippines Department of Energy approved the short-term Energy Efficiency Action Plan 2015-2020 in December 2015.[15]

Thailand's 20-year Energy Efficiency Development Plan set out an aim of reducing energy intensity by 25%, which would strengthen energy security, reduce household expenditures and cut greenhouse gas emissions.[16]

The following chart depicts the changes in energy intensity (calculated as units of energy per unit of GDP, usually used as a measure of the energy efficiency of a nation's economy. Lower energy intensity suggests a lower cost in converting energy into GDP) from 2000 to 2030 by OECD versus non-OECD region in tonne of oil equivalent (toe).[17]



[12] Energy Efficiency 2017, Market Series Report, International Energy Agency
[13] Energy Efficiency 2016, Market Series Report, International Energy Agency
[14] Energy Efficiency 2017, Market Series Report, International Energy Agency
[15] Energy Efficiency 2016, Market Series Report, International Energy Agency
[16] Thailand 20-Year Energy Efficiency Development Plan (2011-2030), Thailand Ministry of Energy
[17] Energy Efficiency 2016, Market Series Report, International Energy Agency

The EIB's Perceived Benefits of Clean Energy Investment[18]

The following are the perceived benefits of clean energy investment by GEEREF NeXt in relation to emerging countries.

Emerging Countries' Development Benefits of Clean Energy Investment:

- Most countries run current account deficits; lack resources to develop own clean energy; and struggle to afford fossil fuel imports.
- Electricity fosters economic growth and jobs
- Electricity improves access to education and healthcare

Emerging Countries' Social Benefits of Clean Energy Investment:

- Project development creates local jobs
- Projects contribute to disadvantaged communities, promote gender equality and pay taxes
- All projects and partners embody EIB standards for the environment and safety

Emerging Countries' Climate Benefits of Clean Energy Investment:

- High correlation between poverty and climate risk
- Many of the poorest countries are in areas of high flood risk or water scarcity
- Loss of life and personal hardship are more widespread and monetary losses hit harder
- Current GEEREF projects averted 1 million tonnes of CO2 in 2015 and are expected to avert about 84 million tonnes over its lifetime

Lithium Market

As the prospect of renewable energy and energy efficiency become prominent, the Manager believes the utilization of lithium may play a vital role in ensuring energy is stored in an efficient and environmentaly friendly manner.

Lithium Demand

The demand for lithium has been based on the growth of consumer electronics, transportation and renewable energy. The rise in production of smartphone screens and internet-enabled electronic devices has contributed largely to the use of lithium in the early 2010's. With the upsurge in popularity for the electric vehicle and utility scale energy storage for renewable energy, the Manager believes that the demand for lithium is well positioned for growth and will consider opportunities to invest in this market, preferably via a Specialty Investment Manager.

Electric vehicle and renewable energy storage

In efforts to combat climate change, regulations around the world have set mitigation targets and goals to reduce greenhouse gas emissions. The EU has established a 2020 target to cut greenhouse gas emissions by 40% from its 1990 level.[19] In India, the government aims to shrink greenhouse gas intensity by 33% to 35%

[18] GEEREF NeXt Presentation, August 23, 2017

[19] EU Climate Action, European Commission, https://ec.europa.eu/clima/citizens/eu_en

by the year 2030, compared to its 2007 level.[20] India also announced that it is targeting to end the sale of gasoline and diesel powered vehicles by 2030 and Norway hopes to achieve this goal by 2025, while France is aiming for the year 2040.[21]

As part of the solution to meet the regulation's targets, the automotive industry is shifting from an era dominated by internal combustion engines to an era that will be relying on battery-powered engines. In transition, Volvo announced its plan to only launch electronic or hybrid cars by 2019[22], while Volkswagen, one of the world's largest automaker, announced its commitment to develop 30 electric vehicles and produce over 2 million electric vehicles per year by 2025.[23]

For over a century, hydrocarbons have been used as the way to store energy. However, burning hydrocarbons to release the energy they store emits greenhouse gases. In order to tackle the problem of damaging emissions, the hydrocarbon medium that is used to store energy needs to be eliminated and replaced with a battery medium that stores energy without the risk of polluting. Given its size and weight, the lithium-ion battery has a tremendous energy storage capacity, while the burning process can also be eliminated. By having the ability to efficiently store energy in a usable format, the Manager believes the possibilities for renewable energy generation are becoming increasingly widespread.

Lithium supply

While enjoying the positive demand fundamentals, the extraction methods for lithium lead to various cost structures and economies of production. Lithium is naturally created as a form of spodumene and petalite minerals in clays and as an ion in brine solutions in salt lakes. As a result, the two main sources of lithium are hard rock and brine. Most of the hard rock extraction involves open pit mining to produce spodumene concentrate, which is then chemically converted into a market-suitable form. This process is faster than other methods and responds relatively quicker to market demand. In the brine extraction process, brine from a salt lake is pumped into a series of evaporation ponds, and lithium deposits are found after leaving the ponds to evaporate over a period of 18 to 24 months. Despite the long production time, operating costs for this brine method are substantially cheaper than the hard rock extraction method, therefore, many lithium producers favour the brine extraction method. Similar to other commodities, lithium prices are ultimately driven by supply and demand. Given the sluggish supply for lithium, the Manager recognizes the sharp spikes in demand can have a profound impact on its price.

WHO SHOULD INVEST

The Funds are designed to attract investment capital which is surplus to an investor's basic financial requirements. An investment in Units is intended to be a long-term investment. The Manager has identified the investment risk level of the Funds as medium as an additional guide to help you decide whether an investment in the Fund is right for you.

The Manager's determination of the risk rating for each of the Funds is guided by both measurable and non-measurable factors. However, investors should be aware that other types of risk, both measurable and non-

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[20] India announces plan to lower rate of greenhouse gas emissions, The New York Times, October 1, 2015, https://www.nytimes.com/2015/10/02/world/asia/india-announces-plan-to-lower-rate-of-greenhouse-gas-emissions.html

[21] What you need to know about Lithium, Global X, September 26, 2017, https://www.globalxfunds.com/what-you-need-to-know-about-lithium/

[22] Geely's Volvo to go all electric with new models from 2019, Reuters, July 5, 2017, https://www.reuters.com/article/us-volvocars-geely-electric/geelys-volvo-to-go-all-electric-with-new-models-from-2019-idUSKBN19Q0BJ

[23] Volkswagen to launch more electric cars after diesel scandal, CBC News, Jun. 16, 2016, http://www.cbc.ca/news/business/volkswagen-electric-cars-1.3638798

measurable, may exist. An investment in the Funds is appropriate only for investors who have the capacity to absorb a loss of some or all of their investment. See "Risk Factors".

The following persons and entities may not invest in the Funds (each a "**Prohibited Investor**"):

(a) a "non-resident", a partnership other than a "Canadian partnership", a "tax shelter", a "tax shelter investment", or any entity an interest in which is a "tax shelter investment" or in which a "tax shelter investment" has an interest, within the meaning of the *Income Tax Act* (Canada) (the "**Tax Act**"); and

(b) a partnership which does not have a prohibition against investment by the foregoing persons and entities.

In addition, investors in the Funds must be (each a "**Qualified Investor**"):

(a) a citizen of Canada; or

(b) a permanent resident of Canada (within the meaning of the *Immigration and Refugee Protection Act* (Canada)); or

(c) a corporation (incorporated under the laws of Canada or of a province of Canada), partnership, syndicate, joint venture, cooperative or association that, in each case, does not have securities listed on a stock exchange and all the shares or interests of which are legally and beneficially owned, and all the memberships are held, by those described in (a) or (b) above; or

(d) the trustee(s) of a trust that is a Family Trust, or of another trust (other than a pension plan) that does not have securities listed on a stock exchange and which has a trust instrument that lists 10 or fewer individuals as beneficiaries, and in either case, all the beneficiaries of which are those described in (a) or (b) above.

For the purposes of the foregoing, "Family Trust" means either a testamentary trust or an *inter vivos* trust in which no beneficial interest was acquired for consideration payable either to the trust, or to a person who contributed to the trust and in which each of the beneficiaries of such trust are related by marriage (including common-law partnerships), adoption or blood.

By purchasing Units, a Unitholder represents and warrants that he, she or it is a Qualified Investor and is not a Prohibited Investor and shall indemnify and hold harmless the Partnership and each other Unitholder for any costs, damages, liabilities, expenses or losses suffered or incurred by the Funds or such other Unitholder, as the case may be, that result from or arise out of a breach of such representation and warranty. Any Unitholder who fails to provide evidence satisfactory to the Manager of such status when requested to do so from time to time may be removed as a Unitholder by the redemption of his or her Units in accordance with the Declaration of Trust or Limited Partnership Agreement, as applicable.

Any Unitholder purchasing Units pursuant to this Offering Memorandum whose status changes in regard to the above shall be deemed to have ceased to be a Unitholder (for all purposes other than liability and, in certain circumstances, taxation) immediately prior to the date on which such status changes and shall thereafter only be entitled to receive from the Funds an amount equal to the lesser of the Net Asset Value of such Unitholder's Units as at the date on which he, she or it ceases to be a Unitholder and the Net Asset Value of such Units as at the date the Manager learns that such Unitholder's status has changed, less all such deductions as provided in the Declaration of Trust or Limited Partnership Agreement, as applicable, as if such Unitholder voluntarily redeemed his, her or its Units.

Investors resident of Quebec are not permitted to purchase Units of the Partnership. The Manager reserves the right at its absolute discretion to require any Limited Partner of the Partnership to redeem all or a portion of the Units held by such Limited Partner including where a Limited Partner is or becomes resident of Quebec if the Manager concludes that the participation of such Limited Partner has the potential to cause adverse regulatory or tax consequences for the General Partner or other Limited Partners.

In addition, any Limited Partner purchasing pursuant to this Offering Memorandum that is or becomes a "financial institution" within the meaning of section 142.2 of the Tax Act (or any successor provision) shall disclose such status to the Manager at the time of subscription (or when such status changes) and the Manager may (if the Manager determines that it is in the best interest of the Partnership and the other Limited Partners to do so) restrict the participation of any such Limited Partner or require any such Limited Partner at any time to redeem all or some of such Limited Partner's Units. A Limited Partner that fails to identify itself as a financial institution shall indemnify and hold harmless the Partnership, the General Partner and each other Limited Partner for any costs, damages, liabilities, expenses or losses suffered or incurred by the Partnership or such other Limited Partner, as the case may be, that result from or arise out of such failure. Any Limited Partner who is or who becomes a financial institution after becoming a Limited Partner shall (if the Manager determines it would be prejudicial to the Partnership and the other Limited Partners not to) be deemed to have, immediately prior to the date on which it becomes a financial institution (or the date of issue of Units to such financial institution, whichever is later), redeemed (or rescinded its subscription for) some or all of such Limited Partner's Units to the extent necessary to result in financial institutions owning in the aggregate Units having a Net Asset Value that is less than one-half of the Net Asset Value of all of the Units, and shall be entitled to receive from the Partnership as redemption proceeds an amount equal to the lesser of the Net Asset Value of such redeemed Units as at the date on which it is deemed to have redeemed such Units and the Net Asset Value of such Units as at the date the Manager learns that such Limited Partner is a financial institution, less all such deductions as provided in the Limited Partnership Agreement as if such Limited Partner voluntarily redeemed its Units.

The Manager reserves the right at its absolute discretion to require any Unitholder to redeem all or a portion of the Units held by such Unitholder including where a Unitholder is or becomes a United States citizen or resident of the United States or a resident of another foreign country if the Manager concludes that the participation of such Unitholder has the potential to cause adverse regulatory or tax consequences for the Funds, the General Partner or other Unitholders.

Minimum Investment Criteria

Units are being offered on a continuous basis to investors resident in the provinces and territories of Canada who (a) are accredited investors under National Instrument 45-106 – *Prospectus Exemptions* ("**NI 45-106**"), as may be amended from time to time (an "**Accredited Investor**"), (b) are not individuals, are not residents of Alberta and that invest a minimum of $150,000 in the Fund, and (c) to whom Units may otherwise be sold ((a), (b) and (c) will be referred to as the "**Minimum Investment Criteria**"). In the event applicable securities legislation, regulations or rules change in the future such that one or more of the exemptions described above are no longer available, the Fund will cease offering Units pursuant to such exemptions, but may continue offering Units to investors pursuant to other exemptions which are or remain available.

A list of criteria to qualify as an Accredited Investor is set out in the subscription agreement ("**Subscription Agreement**") delivered with this Offering Memorandum and generally includes individuals who have net assets of at least $5,000,000, or financial assets of at least $1,000,000, or personal income of at least $200,000, or combined spousal income of at least $300,000 in the previous two years with reasonable prospects of same in the current year, or an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a registered adviser or dealer. NI 45-106 requires that

individuals who invest on the basis that they are Accredited Investors (other than certain ultra-high-net worth individuals) must sign a Risk Acknowledgement Form, which is included in the Subscription Agreement.

Unless an investor can establish to the Manager's satisfaction that another exemption is available, this will generally require that each investor is investing as principal (and not for or on behalf of any other persons) and is either an Accredited Investor or is not an individual and is investing a minimum amount of $150,000. This minimum amount is net of any initial sales commissions paid by an investor to his or her registered dealer. An investor (other than an individual) that is not an Accredited Investor, or is an Accredited Investor solely on the basis that they have net assets of at least $5,000,000, must also represent to the Manager (and may be required to provide additional evidence at the request of the Manager 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. Purchasers will be required to make certain representations in the Subscription Agreement and the Manager will rely on such representations to establish the availability of the exemptions. No subscription will be accepted unless the Manager is satisfied that the subscription is in compliance with applicable securities laws.

Irrespective of the foregoing, the minimum initial investment in Units is outlined below. See "The Offering".

THE UNITS

The Funds may issue an unlimited number of Units in an unlimited number of series. Each issued and outstanding Unit of a class shall be equal to each other Unit of the same class with respect to all matters. The respective rights of the holders of Units of each series will be proportionate to the Net Asset Value of such series relative to the Net Asset Value of each other series. Each Unit of the Trust carries with it a right to vote, with one vote for each $1.00 of Net Asset Value attributed to such Unit (the Net Asset Value of all Units held by a Unitholder shall be aggregated for the purpose of determining voting rights). Fractional Units may be issued.

On the first closing, Units of each series will be issued at a Net Asset Value per Unit of $25.00. All changes in Net Asset Value (i.e., all income and expenses, and all unrealized gains and losses) of the Fund shall be borne proportionately by each series of Units based on their respective Net Asset Values, except as follows: (i) subscription proceeds received by the Funds in respect of a series of Units shall accrue to the Net Asset Value of such series; (ii) all redemption proceeds paid out by the Funds in respect of a Unit of a series shall be deducted from the Net Asset Value of such series; (iii) fees payable to the Manager and all other fees and expenses incurred in respect of a Unit of a series shall be deducted from the Net Asset Value of such series; and (iv) distributions (including Management Fee Distributions) which are only deducted from the Net Asset Value of the series of Units to which they apply. The Net Asset Value per Unit of a series shall be calculated by dividing the Net Asset Value of such respective series by the number of Units of such series then outstanding.

The Manager may in its discretion create different series of Units. Each series may be subject to different fees and may have such other features as the Manager may determine. The Manager may redesignate a Unitholder's Units from one series to another (and amend the number of such Units so that the Net Asset Value of the Unitholder's aggregate holdings remains unchanged) and will do so in accordance with the Declaration of Trust or Limited Partnership Agreement, as applicable.

THE OFFERING

Units are being offered on a continuous basis to investors who meet the Minimum Investment Criteria. Units may be distributed through registered dealers (including the Manager in its capacity as an exempt market dealer). The Manager has designated four series of Units:

- **Series A Units** are available to all investors who make an initial investment of $5,000 or more in respect of the Trust, or $10,000 or more in respect of the Partnership.
- **Series B Units** are offered under the Partnership and shall only be issued to the General Partner, or an affiliate of the General Partner.
- **Series F Units** are generally available to investors who make an initial investment of $5,000 or more in respect of the Trust, or $10,000 or more in respect of the Partnership and who purchase their Units through a fee-based account with their registered dealer.
- **Series O Units** may be issued to certain institutional or other investors who invest a minimum of $500,000.

The initial minimum investment in the Units may be adjusted or waived in the Manager's absolute discretion and without notice to investors. There are additional costs associated with investment in Units. See "Fees and Expenses" and "Dealer Compensation".

SUBSCRIPTIONS

Minimum Initial and Additional Subscriptions

The minimum initial subscription for an investor is as described under "The Offering".

Each additional investment must be in an amount that is not less than $500 or such other amount as the Manager may determine in its discretion. For investors who are not Accredited Investors, the additional investment must be in an amount that is not less than $500 if the investor initially acquired Units for an acquisition cost of not less than $150,000 and, at the time of the additional investment, the Units then held by the investor have an acquisition cost or a net asset value equal to at least $150,000, or another exemption is available.

These minimums are net of any initial sales commissions paid by an investor to his or her registered dealer.

Subscription Procedure

Subscriptions for Units must be made by completing and executing the Subscription Agreement and by forwarding such form together with payment by the options as outlined therein to CIBC Mellon Global Securities Services Company (the "**Administrator**").

Subscriptions will be processed on each the Valuation Date and such other business days as the Manager may in its discretion designate.

Units of the Funds can be purchased directly through an authorized registered dealer (including the Manager in its capacity as an exempt market dealer). An investor may purchase Units by sending the purchase

amount to his or her registered dealer. The price of a Unit is the Net Asset Value per Unit determined on the applicable Valuation Date.

Orders must be accompanied by a Subscription Agreement in acceptable form and be received by the Administrator either directly from an investor or from an investor's registered dealer no later than 4:00 p.m. (Toronto time) on the Valuation Date in order for the subscription to be accepted as at the current Valuation Date; otherwise the subscription will either be rejected (if the Subscription Agreement is not accepted) or processed as at the next Valuation Date (if accepted but received later than required).

Payment for subscriptions must be received by the Administrator no later than one business day following the Valuation Date.

All subscriptions for Units will be made through the purchase of interim subscription units at a fixed Net Asset Value per Unit of $25.00. Subject to the foregoing and following the calculation of the Net Asset Value of each series of Units on the applicable Valuation Date, the interim subscription units will be automatically switched into the appropriate number of Units of the applicable series of Units as per each Unitholder's Subscription Agreement. The number of Units of the applicable series will be the amount paid for the Units (less any sales commissions) divided by the applicable series Net Asset Value per Unit determined as at the applicable Valuation Date following which the subscription is accepted. An initial purchase confirmation will be issued once payment is received confirming receipt of the interim subscription while a subsequent confirmation will confirm the final number of Units issued upon acceptance as a Unitholder. The number of interim subscription units will be different from the final number of Units purchased. These interim subscription units are not redeemable.

Subscription funds provided prior to a Valuation Date will remain at your dealer until the Valuation Date. Subscriptions for Units are subject to acceptance or rejection in whole or in part by the Manager in its absolute discretion. In the event a subscription is rejected, any subscription funds received by the Administrator will be returned without interest or deduction.

Pre-authorized Chequing Plan

Units of the Funds can be purchased by making investments for a Valuation Date through a pre-authorized chequing plan ("**PAC Plan**"). For details of the minimum investment, see "Subscriptions – Minimum Initial and Additional Subscriptions". The Manager may stop an investor's PAC Plan if a payment is not made when due and may change or discontinue this service at any time. A PAC Plan can be cancelled at any time upon five business days' notice to the Manager.

SWITCHES OF UNITS

Subject to the consent of the Manager, Unitholders may switch all or part of their investment in a Fund from one series of Units to another series if the Unitholder is eligible to purchase that series of Units. Upon a switch from one series of Units to another series, the number of Units held by the Unitholder will change since each series of Units has a different Net Asset Value per Unit.

Generally, switches between series of Units are not dispositions for tax purposes provided that the economic entitlement with respect to new Units is substantially the same as for the exchanged Units. However, Unitholders should consult with their own tax advisors regarding any tax implications of switching between series of Units.

TRANSFER OR RESALE

Subject to the restrictions discussed below, a Unitholder may, without charge and with the consent of the Manager, transfer all or any of the Units owned by him or her by delivering to the Administrator a request for transfer in a form acceptable to the registrar and transfer agent of the Trust, together with such evidence of the genuineness of each such endorsement execution and authorization and of such other matters (including that the transfer is being made in compliance with all applicable securities legislation) as may be reasonably required by such registrar and transfer agent. See "Administrator". A transfer will not be effective unless and until it is recorded on the register of Unitholders. Unitholders should consult with their own tax advisors regarding any tax implications in connection with transferring Units.

Pursuant to the provisions of the transfer, when the transferee of a Unit has been registered as a Limited Partner, the transferee will become a party to the Limited Partnership Agreement and will be subject to the obligations and entitled to the rights of a Limited Partner under the Limited Partnership Agreement. A transferor of Units will remain liable to reimburse the Partnership for any amounts distributed to him or her by the Partnership which may be necessary to restore the capital of the Partnership to the amount existing immediately prior to such distribution, if the distribution resulted in a reduction of the capital of the Partnership resulting in the inability of the Partnership to pay its debts as they became due.

Unitholders are advised to consult with their 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 legislation and, if applicable, the Limited Partnership Agreement or Declaration of Trust. Redemption of Units in accordance with the provisions set out herein is likely to be the only means of liquidating an investment in the Funds.

The Trust will not consent to transfers to non-residents. In addition, the Trust will not consent to transfers of Units if a market develops for the Units because such transfers could cause the Trust to be considered to be a "SIFT trust" for the purposes of the Tax Act, which would result in material adverse income tax consequences for the Trust.

REDEMPTIONS

An investment in Units is intended to be a long-term investment. Redemptions will be facilitated quarterly (the "**Redemption Date**") by submitting a request for redemption, in a form acceptable to the Administrator through their registered dealer or directly to the Administrator no later than the day that is 60 days prior to the Redemption Date in order for the redemption to be accepted as at that Redemption Date; otherwise the redemption will be processed as at the next Redemption Date. The 60-day notice period may be waived at the discretion of the Manager. Redemptions will only be permitted for Redemption Dates occurring after the period beginning on the date that Units of the Fund are first issued to the first investor and ending 180 days after such date (with respect to such Fund, the "**Redemption Lock-Up Period**").

The redemption price shall equal the Net Asset Value per Unit of the applicable series of Units being redeemed, determined as of the close of business on the relevant Redemption Date as described under the section "Net Asset Value". In addition, the costs incurred by the Fund in connection with the redemption of Units (including costs of liquidation of any assets and fees to service providers) may be deducted from the redemption price, as determined by the Manager. Unless redemptions have been suspended (which may only occur in the circumstances set out below), payment of redemption proceeds will be made by the Manager within 30 business days following the relevant Valuation Date.

Redemptions within 60 months of initial purchase following the Redemption Lock-up Period are subject to a redemption fee. See "Fees and Expenses".

Redemption proceeds will be paid in cash, except in the following circumstances, in which the redemption proceeds may be paid in promissory notes:

(a) the total amount payable by the Fund for Units tendered for redemption in the same calendar quarter exceeds $75,000 (the "**Redemption Limit**"); provided that the Manager may, in its absolute discretion, waive such limitation in respect of all Units tendered for redemption in any period; or

(b) in the Manager's opinion (in its absolute discretion), the Funds have insufficient liquid assets to fund such redemptions or that the liquidation of assets at such time would be to the detriment of or adversely affect the remaining Unitholders or the Funds generally.

In such circumstance, the Funds may issue promissory notes equal to the redemption proceeds with a term of not more than five years from the date of issue ("**Redemption Notes**") These Redemption Notes may be prepaid in part or full at any time at the option of the Manager prior to maturity, without notice, bonus or penalty, as determined in the absolute discretion of the Manager, provided that the applicable interest shall be paid at the end of the term of the Redemption Note and bearing an interest rate that is equal to the Bank of Canada overnight rate, reset each year as at January 1, simple interest per annum, calculated from the day the Redemption Note is issued and such other commercially reasonable terms as the Manager may prescribe.

The Funds will suspend redemptions when required to do so under any applicable securities legislation and may also suspend redemptions, at such times as would be permitted if the Funds were subject to National Instrument 81-102 *Investment Funds* (as it may be amended or replaced from time to time).

Redemption Notes issued by the Fund will be unsecured debt obligations of the Funds and may be subordinated to other financing obtained by the Funds. There is no assurance that the Funds will have sufficient funds to pay on maturity the principal balance and accrued unpaid interest under any Redemption Notes issued. In addition, such Redemption Notes will not be qualified investments for Registered Plans.

The Manager has the right to require a Unitholder to redeem some or all of the Units owned by such Unitholder on a Redemption Date at the Net Asset Value per Unit thereof, by notice in writing to the Unitholder given at least 10 business days before the designated Redemption Date, which right may be exercised by the Manager in its absolute discretion.

DISTRIBUTIONS

The Trust

The Manager will cause the Trust to annually distribute sufficient net income and net realized capital gains (reduced by a capital gains refund or loss carry forwards, if any) in each calendar year to ensure the Fund is not liable for ordinary income taxes. Notwithstanding the foregoing, distributions may be a combination of income, capital gains and return of capital. All distributions (including Management Fee Distributions as defined under "Fees and Expenses") by the Trust will be automatically reinvested in additional Units of the same series of the Trust held by the Unitholder at the Net Asset Value thereof, unless the Unitholder notifies the Manager in writing that it wishes to receive such distributions in cash. See "Canadian Income Tax Considerations and Consequences of Investing in the Trust".

The Partnership

Distributions will be made to Limited Partners only at such times and in such amounts as may be determined at the discretion of the Manager. All distributions by the Partnership will be automatically paid in cash, unless the investor notifies the Manager in writing that reinvested distributions are preferred. See "Canadian Income Tax Considerations and Consequences of Investing in the Partnership".

Computation and Allocation of Net Profits or Net Losses of the Partnership

Generally, Net Profits or Net Losses (as such terms are defined in the Limited Partnership Agreement) of the Partnership which are allocable to Limited Partners during any fiscal period will be allocated in accordance with the Limited Partnership Agreement on each Valuation Date to Limited Partners in proportion to the number of Units held by each of them as at each Valuation Date, subject to adjustment to reflect subscriptions and redemptions of Units made during the fiscal period, as described below.

Allocation of Income or Loss for Tax Purposes of the Partnership

The Partnership will calculate its income or loss in accordance with the provisions of the Tax Act (its "**Taxable Income**") and will allocate its Taxable Income to the General Partner and to the Limited Partners in accordance with the Limited Partnership Agreement. When in the course of any fiscal year Units are redeemed by one or more Limited Partners or are acquired from the Partnership, the Manager may adopt and amend an allocation policy from time to time intended to allocate income or loss (and/or taxable capital gains or allowable capital losses) in such a manner as to account for Units which are purchased or redeemed throughout such fiscal year, the series of such Units, the tax basis of such Units, the fees payable by the Partnership in respect of each such series of Units, and the timing of receipt of income or realization of gains or losses by the Partnership during such year, among other factors deemed relevant by the Manager. To such end, any person who was a Limited Partner at any time during a fiscal year but who has redeemed or transferred all of their Units before the last day of such fiscal year may be deemed to be a Limited Partner on the last day of such fiscal year for the purposes of subsection 96(1.1) of the Tax Act (or any successor provision), and such person will be deemed to be a Limited Partner on the last day of such fiscal year pursuant to subsection 96(1.01), and income or loss in such fiscal year may be allocated to such former Limited Partner. A Limited Partner who is considering disposing of Units during a fiscal year of the Partnership should obtain specific tax advice.

Notwithstanding the foregoing, in the event that a Limited Partner receives an amount from the Partnership or any other person which amount is included in computing the income of the Partnership in accordance with subsection 12(2.1) of the Tax Act (or any successor provision), for the purposes of allocating taxable income or loss of the Partnership for the year, any such amount shall be allocated to the particular Limited Partner to whom such payment was made in an amount equal to the amount of such payment and not to any other Limited Partner.

NET ASSET VALUE

The Net Asset Value of the Funds and the Net Asset Value per Unit of each series of Units will be determined as of 4:00 p.m. (Toronto Time) on each Valuation Date and Redemption Date by the Administrator in accordance with the Declaration of Trust or Limited Partnership Agreement, as applicable. At the discretion of the Manager and for informational purposes only, the Net Asset Value per Unit may be calculated on additional days (each, an "**Additional Pricing Date**") other than a Valuation Date.

The Net Asset Value per Unit of each series shall be determined (after deduction of series-specific fees, expenses and other deductions) by dividing the Net Asset Value of each series by the number of Units of such series outstanding.

Valuation Principles

The assets of each Fund shall include:

- all investments;
- all cash on hand or on deposit, including any interest accrued thereon adjusted for accrual arising from trades executed but not yet settled;
- all bills, demand notes and other evidence of indebtedness and accounts receivable and other receivables;
- all dividends, whether in the form of cash, rights or other securities, and cash distributions declared on the property of the Fund but not yet received when the Net Asset Value is being determined, so long as, in the case of cash dividends and cash distributions declared on such property but not yet received when the Net Asset Value is being determined, the shares are trading ex-dividend;
- all interest accrued on any interest bearing securities owned by the Fund other than interest the payment of which is in default; and
- all other property of every kind and nature, including prepaid expenses.

The liabilities of the Fund shall be deemed to include:

- all bills, notes and accounts payable;
- all expenses incurred or payable by the Fund;
- all contractual obligations for the payment of money or property, including the amount of any declared but unpaid distributions;
- all allowances authorized or approved by the Manager for taxes or contingencies; and
- all other liabilities of the Fund or series of the Fund of whatsoever kind and nature, except liabilities represented by outstanding Units and the balance of any undistributed net income or capital gains.

The assets and liabilities in each Fund will be carried at fair value which is the amount of consideration that would be agreed upon in an arm's length transaction between knowledgeable, willing parties under no compulsion to act. In determining the fair value of the assets of each Fund, the following rules shall be applied:

- the value of any cash on hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest, declared or accrued and not yet received, shall be deemed to be the full amount thereof, unless the Manager has determined that any such deposit, bill, demand note or account receivable is not worth the full amount thereof, in which event the value thereof shall be deemed to be such value as the Manager, or third party engaged by the Manager, determines to be the reasonable value thereof;

- the value of short-term income securities shall be that which, in the opinion of the Manager, or third party engaged by the Manager, reflects their fair value;

- the value of any share, subscription right, warrant, option, future or other equity security which is listed or dealt upon a stock exchange shall be determined by taking the exchange specific closing or the latest available sale price (or lacking any sales or any record thereof, a price not higher than the latest available asked price and not lower than the latest available bid price as the Manager, or third party engaged by the Manager, may from time to time determine) on the day as of which the Net Asset Value or Net Asset Value per Unit is being determined;

- the value of inter-listed securities shall be computed in a manner which in the opinion of the Manager, or third party engaged by the Manager, most accurately reflects their fair value;

- the value of any bond, time note, debt-like security, share, unit, subscription right, clearing corporation options, options on futures, over-the-counter options or other security or other property which is not listed or dealt on a stock exchange shall be determined on the basis of such price quotations which, in the opinion of the Manager, or third party engaged by the Manager, best reflect its fair value. If no quotations exist for such securities, value shall be the fair value thereof as determined from time to time in such manner as the Manager, or third party engaged by the Manager, may determine;

- the value of any restricted securities, as defined in NI 81-102, shall be that which, in the opinion of the Manager, or third party engaged by the Manager, best reflects their fair value;

- the value of any Underlying Funds which are not listed or dealt upon an exchange shall be the most recently available net asset value or such estimates as are readily available from the issuer, which in the case of an Underlying Fund, such estimates may only be provided quarterly and may be delayed by one month or more;

- any premium received by the Fund for a written covered clearing corporation option, option on futures or over-the-counter option shall be reflected as a deferred credit which shall be valued at an amount equal to the current market value of the clearing corporation option, option on futures or over-the-counter option that would have the effect of closing the position. The deferred credit shall be deducted in arriving at the Net Asset Value of the Fund or a series of the Fund. The securities, if any, which are the subject of a written clearing corporation option or over-the-counter option shall be valued in accordance with the provisions of this paragraph;

- forward contracts shall be valued according to the gain or loss with respect thereto that would be realized if, on the Valuation Date, the position in the forward contract was to be closed out unless daily limits are in effect, in which case fair value shall be based on the current market value of the underlying interest;

- all assets of the Fund valued in terms of foreign currency, funds on deposit and contractual obligations payable to the Fund in foreign currency and liabilities and contractual obligations payable by the Fund in foreign currency shall be taken at the current rate of exchange obtained from the best available sources by the Administrator in consultation with the Manager, or third party engaged by the Manager. "Foreign currency" for the purpose of this section is currency other than Canadian currency; and

- if, in the opinion of the Manager, or third party engaged by the Manager, the above valuations do not properly reflect the prices which would be received by the Fund upon the disposal of shares or securities necessary to effect any redemption or redemptions, the Manager, or third party engaged by the Manager, may place such value upon such shares or securities as appears to it to most closely reflect the fair value of such shares or securities.

The Manager has the discretion to deviate from the Funds' valuation principles set out above if the Manager, or third party engaged by the Manager, believes these principles do not result in fair value of the assets and liabilities of the Funds.

Differences from International Financial Reporting Standards

The Manager may determine such other rules as they deem necessary from time to time, which rules may deviate from International Financial Reporting Standards ("**IFRS**"), provided that such deviations are in the best interest of the Funds and are consistent with industry practices for investment funds similar to the Funds.

Net Asset Value calculated in the foregoing 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 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 present net assets that deviate from Net Asset Value and if applicable, will include a reconciliation note explaining any difference between such published Net Asset Value and net assets for financial statement reporting purposes (which must be calculated in accordance with IFRS).

FEES AND EXPENSES

Management Fees

The Manager will be entitled to receive a management fee (the "**Management Fee**"), calculated and accrued on each Valuation Date in an amount that is equal to the aggregate of:

(a) 1.75% per annum of the Net Asset Value of the Series A Units, plus

(b) 0.75% per annum of the Net Asset Value of the Series F Units, plus

(determined before deduction of Management Fees allocable to such Units).

Series O Unitholders will be charged a negotiated fee and it shall be payable by each Series O Unitholder (not the Funds) directly to the Manager. No management fee will be payable in respect of the Series B Units.

The Manager intends to offer a reduced management fee to selected investors of the Funds such as investors who are unitholders of Portland GEEREF LP. Currently, the Manager intends to offer a fixed reduction of its management fee by 0.20% to an investor investing in the Funds who meets this condition. It is the responsibility of the investor's dealer to advise the Manager that an investor is eligible for a reduction (and no investor shall be entitled to a reduction until the Manager is so advised).

The reduced management fee is achieved by reducing the management fee charged by the Manager to each Fund based on the Net Asset Value of the Units held by such investor and each Funds distributing the amount of the reduction as a special distribution to the particular investor (a "**Management Fee Distribution**") which is reinvested in additional Units of the same Series of each Fund. Management Fee Distributions are paid first out of net income or net realized capital gains and, thereafter, out of capital and may be subject to HST (and other applicable taxes).

All Management Fees payable by the Funds to the Manager may be subject to HST (and other applicable taxes) and will be deducted from the applicable class of Units in the calculation of the Net Asset Value of such class of Units.

Operating Expenses

Each of the Funds are responsible for, and the Manager is entitled to reimbursement from each Fund, as applicable, for all costs and operating expenses actually incurred by them in connection with the ongoing activities of each Fund, as applicable, including but not limited to:

(i) third party fees and administrative expenses of each Fund, as applicable, which include accounting and legal costs, independent review committee fees, insurance premiums, custodial fees, registrar and transfer agency fees and expenses, bookkeeping and recordkeeping costs, Unitholder communication expenses, the cost of maintaining each Fund's existence, regulatory fees and expenses, all reasonable extraordinary or non-recurring expenses and applicable GST or HST; and

(ii) fees and expenses relating to each Fund's portfolio investments, including the cost of securities, interest on borrowings, commitment fees, related expenses payable to lenders and counterparties including possible fees charged by a Specialty Investment Manager including those relating to co-investments, brokerage fees, commissions and expenses, and banking fees.

The Manager may allocate and charge to the Funds time spent by its personnel or the personnel of its affiliates for functions that pertain to the operating activities outlined above. Such amounts will be determined based on fully allocated costs without a markup. The Manager may bear some of each of the Fund's expenses from time to time, at its option.

Operating expenses of the Funds shall be the responsibility of the Funds and will be reflected in the Net Asset Value of each Fund.

To the extent the Trust invests in the Partnership, it will indirectly bear the fees and expenses incurred by the Partnership. However, the Trust will not pay a management or incentive fee that would duplicate a fee payable by the Partnership for the same service. In addition, the Trust will not pay any sales charges or redemption fees for its purchase or redemption of units of the Partnership.

Set Up Costs

Each Fund is responsible for, and the Manager is entitled to reimbursement from each Fund for, all costs associated with the creation and organization of the Fund. Such set up costs will be charged to each Fund as an expense in equal installments over 60 months commencing on the next Valuation Date after the Net Asset Value reached $2.5 million, or at such other time or amount as the Manager in its absolute discretion shall determine.

Redemption Fees

If a Unitholder redeems his or her units within the first 24 months from each purchase following the Redemption Lock-up Period, the Manager may, in its discretion, charge a redemption penalty equal to 5% of the Net Asset Value of such Units redeemed which will be deducted from the redemption proceeds and retained by each Fund.

If a Unitholder redeems his or her units after 24 months and up to 60 months from each purchase following the Redemption Lock-up Period, the Manager may, in its discretion, charge a redemption penalty equal to 2.5% of the Net Asset Value of such Units redeemed which will be deducted from the redemption proceeds and retained by each Fund.

Underlying Funds and Fee Rebates

The Funds may invest in Underlying Funds. The Underlying Funds may be charged management fees, performance fees, carried interest, trailing commission, fund expenses, organizational expenses and other expenses including applicable GST or HST. Where possible, the Manager will negotiate for a reduced fee or a rebate of same on its investment in Underlying Funds. In addition, the Funds will not pay management or performance fees on investments in securities of any Underlying Fund that is a fund managed by Portland, or that, to a reasonable person, would duplicate a fee payable by an investor in the Funds.

DEALER COMPENSATION

When investors purchase Units, their registered dealers receive two primary types of compensation – initial sales commission and trailing commission. Initially, registered dealers may be paid a negotiable sales commission by investors in the Funds. Thereafter and on behalf of the Funds, the Manager will arrange to pay a monthly trailing commission to participating registered dealers.

There is no commission payable by a purchaser to the Manager upon the purchase of the Units. Subscribers may pay negotiated initial sales commissions to their registered dealers (minimum investment requirements are net of any such fees).

Initial Sales Commission

For Series A Units, the registered dealer which distributes such Units may charge investors an initial sales commission of up to 10% (up to $100 for each $1,000 investment) of the value of the Units purchased.

No initial sales commission is paid in respect of Series B, Series For Series O Units.

Trailing Commission

The Manager will pay to registered dealers a portion of its Management Fee (the "**Trailing Commission**") equal to 1.00% per annum of the Net Asset Value of the Series A Units held in each registered dealer's client accounts. The Trailing Commission will assist registered dealers in providing Unitholders with continuing advice and service. The Manager may, at its discretion, negotiate, change the terms and conditions of, or discontinue the Trailing Commission with registered dealers.

No Trailing Commission is paid in respect of Series B, Series F or Series O Units.

The Trailing Commission is calculated and paid to registered dealers monthly. Notwithstanding the foregoing, the Manager, in its absolute discretion, reserves the right to change the frequency of payment of the Trailing Commission to registered dealers to a quarterly or annual basis. The Trailing Commission is determined by the Manager and may be changed at any time. It is expected that registered dealers will pay a portion of the Trailing Commission to sales representatives as compensation for providing ongoing investment advice and service to their clients.

Sales Incentives

In addition to the initial sales commission and Trailing Commission listed above, the Manager may share the costs of local advertising, dealer training seminars or other marketing or sales-related expenses with registered dealers to better serve their clients. The Manager may also provide dealers non-monetary benefits of a promotional nature and of minimal value and may engage in business promotion activities that result in dealers' sales representatives receiving non-monetary benefits. The cost of these activities incurred by them will be paid by the Manager and not the Funds. The Manager may change the terms and conditions of these programs, or may stop them, at any time.

MANAGEMENT AGREEMENTS

In order to set out the duties of the Manager, the Trust has entered into a master management agreement with the Manager first dated October 22, 2012 and amended and restated on December 13, 2013, as amended and the Partnership has entered into a management agreement with the Manager dated February 9, 2018, as may be amended from time to time (collectively referred to as the "**Management Agreements**"). Pursuant to the Management Agreements, the Manager directs the affairs of each of the Funds and provides day-to-day management services to the Funds, including management of the Funds' portfolios on a discretionary basis and distribution of the Units of the Funds, and such other services as may be required from time to time. The Manager may delegate certain of these duties from time to time.

For its services to the Funds, the Manager receives Management Fees (accrued on each Valuation Date and paid monthly) which are unique to each series of Units. See "Fees and Expenses – Management Fees".

The Manager is entitled to reimbursement for any expenses of the Funds incurred by the Manager, but may choose to bear some of the Funds' expenses from time to time.

A Management Agreement may be terminated by either a Fund or the Manager on 30 days' notice to the other parties, or immediately in the event of the dissolution or insolvency or bankruptcy of the other party or the termination of the Declaration of Trust or Limited Partnership Agreement, as applicable.

ADMINISTRATOR

The Manager has retained the Administrator, from its principal offices in Toronto, Ontario, to carry out certain administrative services for the Funds. The administrative services consist of fund accounting, Net Asset Value calculations, transfer agency, unitholder recordkeeping, tax preparation, client statements and client servicing. This includes processing of all subscriptions and redemptions and calculating and processing all income and capital gains distributions. In this capacity, the receipt by the Administrator of any document pertaining to the purchase, redemption or switching of Units will be considered to be the receipt by the Funds.

CUSTODIAN AGREEMENT

The Funds have entered into an agreement for custodial services with CIBC Mellon Trust Company located in Toronto, Ontario, dated August 13, 2015, as may be amended (the "**Custodian Agreement**"). As custodian, CIBC Mellon Trust Company may hold cash and securities of the Funds. The Custodian Agreement may be terminated upon at least 60 days' prior written notice by the Manager or 120 days prior written notice by the Custodian.

PRIME BROKER AND/OR CUSTODIAN AGREEMENT

The Funds may appoint a prime broker and/or custodian in respect of the Funds' portfolio transactions (the "**Prime Broker**"). All margin borrowings must be from arm's length financial institutions and must be on normal commercial terms. The Prime Broker will provide borrowing and/or prime brokerage services to the Fund under the terms of an account agreement (the "**Prime Broker Agreement**"). These services may include the provision to the Partnership of trade execution, settlement, reporting, securities financing, stock borrowing, stock lending, options, foreign exchange and banking facilities, and are provided solely at the discretion of the Prime Broker. The Funds may also utilise other brokers and dealers for the purposes of executing transactions for the Funds. The Prime Broker assumes possession of and a security interest in the assets in accordance with the terms of the Prime Broker Agreement. Assets not required as margin on borrowings are required to be segregated (from the Prime Broker's own assets) but the Funds' assets may be commingled with the assets of other clients of the Prime Broker. Furthermore, the Funds' cash and free credit balances on account with the Prime Broker are not segregated and may be used by the Prime Broker in the ordinary conduct of its business, and the Funds are an unsecured creditor in respect of those assets. The Funds may request delivery of any assets not required by the Prime Broker for margin or borrowing purposes.

LOAN FACILITY

The Funds may borrow for the purposes of making investments, providing cover for the writing of options, paying redemptions, working capital purposes and to maintain liquidity in accordance with its investment objective and investment strategies and to pledge its assets to secure the borrowings. The Manager, on behalf of the Funds, may from time to time enter into a loan facility and will not borrow an amount exceeding 20% of the total assets of the Funds after giving effect to such borrowing. The interest rate, fees, and expenses under a loan facility are expected to be typical of similar credit facilities and prime brokerage accounts of this nature. In the event that the amount borrowed exceeds 20% of the total assets of the Funds, after giving effect to such borrowing, assets of the Funds will be sold and the amount borrowed reduced to less than 20% of the total asset of the Funds. The Funds may borrow from the Manager or its affiliates. See "Risk Factors – Risks Associated with the Funds' Investments and Strategies – Leverage".

DECLARATION OF TRUST

The rights and obligations of the Manager and the Unitholders of the Trust are governed by the Declaration of Trust (as amended from time to time). The Declaration of Trust sets out the rights, duties and obligations of the Trustee and the rights and restrictions that are attached to each Unit of the Trust.

The following is a summary of the Declaration of Trust not otherwise summarized in this Offering Memorandum. This summary is not intended to be complete and each investor should review the Declaration of Trust for full details of its terms. A copy of the Declaration of Trust may be requested by contacting us at the address, numbers or email address set out on the first page.

The Units

The Trustee will determine whether the capital of the Trust is divided into additional Series of Units, the attributes that attach to each Series of Units and whether any Series of Units should be redesignated as a different Series of Units from time to time.

Each Unit of a Series is without nominal or par value and entitles the holder thereof to one vote for each one full dollar of value of all units owned by such Unitholder of the Trust as based on the Series Net Asset

Value per Unit at the close of business on the record date for voting at all meetings of Unitholders of the Trust where all Series vote together and to one vote at meetings where that particular Series votes separately as a Series.

Each Unit of a particular Series generally entitles the holder thereof to participate pro rata with respect to all distributions made to that Series (except special distributions) and, upon liquidation of the Trust, to participate pro rata with the other Unitholders of that same Series in the Series Net Asset Value remaining after the satisfaction of outstanding liabilities of the Trust and the Series.

Unitholder Meetings

Meetings of Unitholders of the Trust may be convened by the Trustee or the Manager as either of them may deem advisable from time to time for the administration of the Trust.

Amendment to the Declaration of Trust

The Trustee may amend the Declaration of Trust, without the approval of or prior notice to the Unitholders of the Trust where the Trustee reasonably believes that the proposed amendment does not have the potential to materially adversely impact the financial interests or rights of Unitholders of the Trust or where the proposed amendment is necessary to:

- ensure compliance with applicable laws, regulations or policies of any governmental authority having jurisdiction over the Trust or the distribution of its Units;
- remove any conflicts or other inconsistencies that may exist between any of the terms of the Declaration of Trust and any provisions of any applicable laws, regulations or policies affecting the Trust, the Trustee or their agents;
- make any change or correction in the Declaration of Trust that is a typographical correction or is required to cure or correct any ambiguity or defective or inconsistent provision, clerical omission or error contained therein;
- facilitate the administration of the Trust as applicable or make amendments or adjustments in response to any existing or proposed amendments to the Tax Act or its administration which might otherwise adversely affect the tax status of the Trust or its Unitholders; or
- for the purposes of protecting the Unitholders of the Trust.

Where securities legislation requires that written notice be given to Unitholders of the Trust before the change takes effect and where the Trustee reasonably believe that the proposed amendment has the potential to materially adversely impact the financial interests or rights of the Unitholders, so that it is equitable to give Unitholders of the Trust advance notice of the proposed change, the Trustee may amend the Declaration of Trust on 30 days' notice to Unitholders of the Trust.

Termination of the Trust

The Trust has no fixed term. The Manager may, in its discretion, terminate the Trust by giving notice to the Unitholders of the Trust and fixing the date of termination not earlier than 30 days following the mailing or other delivery of notice. No Units may be redeemed at the option of a Unithholder from the date that the notice of termination is delivered. The Trust will be terminated and dissolved in the event that the Manager

resigns and no successor trustee and manager is appointed, or if the Manager has been declared bankrupt or becomes insolvent or there is a material breach of the Manager's 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 a Unitholder of the Trust.

On or about the effective date of termination of the Trust, the Manager (or other person appointed by the Manager in the event that the Manager cannot or will not so act) shall sell all non-cash assets of the Trust, unless the Manager determines that it would be in the best interests of the Unitholders of the Trust to distribute some or all of such assets in kind. The Manager shall be entitled to retain out of any moneys in its hands full provision for all costs, charges, expenses, claims and demands incurred, made or reasonably anticipated by the Manager in connection with or arising out of the termination of the Trust and the distribution of the Trust's assets to Unitholders of the Trust and out of the moneys so retained to be indemnified and saved harmless against any such costs, charges, expenses, claims and demands.

LIMITATION OF LIABILITY FOR LIMITED PARTNERS

Subject to the provisions of the Partnership Act, the liability of each Limited Partner for the liabilities and obligations of the Partnership is limited to the amount the Limited Partner contributes or agrees in writing to contribute to the Partnership, less any such amounts properly returned to the Limited Partner. A Limited Partner may lose his, her or its status as a limited partner and the benefit of limited liability if such Limited Partner takes part in the control of the business of the Partnership or if certain other provisions of the Partnership Act are contravened. Where a Limited Partner has received the return of all or part of the Limited Partner's contributed capital, the Limited Partner is nevertheless liable to the Partnership or, following the dissolution of the Partnership, to its creditors for any amount, not in excess of the amount returned with interest (calculated at a rate per annum equal to the prime commercial lending rate of the Partnership's bankers), necessary to discharge the liabilities of the Partnership to all creditors who extended credit or whose claims otherwise arose before the return of the contributed capital.

Furthermore, if after a distribution or redemption payment the Manager determines that a Limited Partner was not entitled to all or some of such distribution or redemption payment, the Limited Partner shall be liable to the Partnership to return the portion improperly distributed or paid, together with interest at a rate per annum equal to the prime commercial lending rate of the Partnership's bankers if repayment of such excess amount is not made by the Limited Partner within 15 days of receiving notice of such overpayment. The Manager may set off and apply any sums otherwise payable to a Limited Partner against such amounts due from such Limited Partner, provided that there shall be no right of set-off against a Limited Partner in respect of amounts owed to the Partnership by a predecessor of such Limited Partner.

The General Partner shall be liable for the debts, obligations and any other liabilities of the Partnership in the manner and to the extent required by the Partnership Act and as set forth in the Limited Partnership Agreement to the extent that the assets of the Partnership are insufficient to pay such liabilities.

The General Partner will indemnify and hold harmless each Limited Partner for any costs, damages, liabilities, expenses or losses suffered or incurred by such Limited Partner that result from or arise out of such Limited Partner not having unlimited liability as set out in the Limited Partnership Agreement, other than any liability caused by or arising out of any act or omission of such Limited Partners.

LIMITED PARTNERSHIP AGREEMENT

The Partnership is governed by the terms of the Limited Partnership Agreement which sets out the rights, duties and obligations of the General Partner and the rights and restrictions that are attached to each Unit of the Partnership.

The following is a summary only of certain provisions of the Limited Partnership Agreement not otherwise summarized in this Offering Memorandum and is not necessarily complete. Prospective investors should review the Limited Partnership Agreement for complete details of its terms.

Amendment to the Limited Partnership Agreement

The General Partner may, without prior notice to or consent from any Limited Partner, amend the Limited Partnership Agreement to:

a) create additional series of Units and redesignate a series from time to time, without the consent of the Limited Partners and set the terms thereof;

b) protect the interests of the Limited Partners, if necessary;

c) cure any ambiguity or clerical error or correct or supplement any provision contained herein which may be defective or inconsistent with any other provision if such amendment does not and shall not in any manner adversely affect the interests of any Limited Partner as a Limited Partner;

d) reflect any changes to any applicable legislation; or

e) make any other amendment provided that such amendment does not and shall not adversely affect the interests of any existing Limited Partner as a Limited Partner in any manner.

The General Partner shall provide Limited Partners with a copy of the amendment together with a written explanation of the reasons for such amendment within 15 days following the date of any material amendment to the Limited Partnership Agreement.

Power of Attorney

The Limited Partnership Agreement and the Subscription Agreement (required to be executed by an investor) include an irrevocable power of attorney authorizing the General Partner, on behalf of each Limited Partner, to execute any amendments to the Limited Partnership Agreement and all instruments necessary in connection with the dissolution of the Partnership as well as any elections, determinations or designations under the Tax Act or other taxation legislation or laws of like import with respect to the affairs of the Partnership or a Limited Partner's interest in the Partnership.

Termination of the Partnership

The Partnership has no fixed term. The General Partner may, in its discretion, terminate the Partnership by giving notice to the Limited Partners and fixing the date of termination, which date shall be not less than 30 days following the date on which the General Partner gives such notice. No Units may be redeemed at

the option of a unitholder from the date that the notice of termination is delivered. The Partnership will be terminated and dissolved in the event that the General Partner resigns and no successor general partner is appointed. The Partnership will also be terminated and dissolved upon removal of the General Partner as a result of the bankruptcy or dissolution of the General Partner, the making of an assignment for the benefit of the creditors of or by the General Partner or upon the appointment of a receiver of the assets and undertaking of the General Partner unless a new General Partner is appointed within 60 days of any such bankruptcy, dissolution, assignment or appointment.

In the event of the removal of the General Partner where no replacement is appointed within 60 days, a Limited Partner holding Units with the single largest aggregate Net Asset Value may, with the consent of any other Limited Partners holding Units with an aggregate Net Asset Value of not less than 20% of the Net Asset Value of the Partnership, immediately appoint an interim investment adviser to administer the investments of the Partnership. A special meeting of Limited Partners may also be called to appoint a transition committee (made up of Limited Partners or their nominees) with a mandate of unwinding the Partnership's assets and obligations.

On or about the effective date of termination of the Partnership, the General Partner (or investment adviser or committee per the above) shall wind up the affairs of the Partnership and the assets of the Partnership shall be liquidated and other security positions unwound. The General Partner (or investment adviser or committee per the above) shall have the full right or unlimited discretion to determine the time, manner and terms of any sale or sales of the Partnership assets having due regard to the activity and condition of the relevant market and general financial and economic conditions. The General Partner shall be entitled to retain out of any moneys in its hands full provision for all costs, charges, expenses, claims and demands incurred, made or reasonably anticipated by the General Partner in connection with or arising out of the termination of the Partnership and out of the moneys so retained to be indemnified and saved harmless against any such costs, charges, expenses, claims and demands.

CANADIAN INCOME TAX CONSIDERATIONS AND CONSEQUENCES OF INVESTING IN THE TRUST

The following summary fairly presents the principal Canadian federal income tax considerations under the Tax Act, as of the date hereof, generally applicable to a person who, as beneficial owner, acquires, holds and disposes of Units of the Trust in accordance with this Offering Memorandum and who, for the purposes of the Tax Act and at all relevant times: (a) deals at arm's length with the Trust; (b) is not affiliated with the Trust; and (c) holds the Units of the Trust as capital property (a "**Trust Unitholder**").

Units of the Trust will generally be considered to be capital property unless the Trust Unitholder acquires or holds the Units in the course of carrying on a business or is engaged in an adventure in the nature of trade with respect to the Units. Certain Trust Unitholders (other than certain traders or dealers in securities) who are resident in Canada for the purposes of the Tax Act and whose Units might not otherwise qualify as capital property may be entitled to make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have their Units of the Trust (provided that the Trust is a "mutual fund trust" for the purposes of the Tax Act), and any other "Canadian security" (as defined in the Tax Act), owned or subsequently acquired by them, deemed to be capital property for the purposes of the Tax Act. Trust Unitholders contemplating making such an election should first consult with their own tax advisors.

This summary is not applicable to a Trust Unitholder: (a) that is a "financial institution", as defined in subsection 142.2(1) of the Tax Act for the purpose of the mark-to-market rules; (b) that is a "specified financial institution" as defined in subsection 248(1) of the Tax Act; (c) an interest in which is a "tax shelter" as defined in subsection 237.1(1) of the Tax Act or a "tax shelter investment" as defined in subsection

143.2(1) of the Tax Act; (d) that reports its "Canadian tax results" (as defined in subsection 261(1) of the Tax Act) in a currency other than Canadian currency; (e) who has entered into or will enter into, in respect of the Units of the Trust, a "derivative forward agreement" or a "synthetic disposition arrangement" (each as defined in subsection 248(1) the Tax Act); (f) that is a partnership; or (g) that is exempt from tax under Part I of the Tax Act (except for the limited discussion under the heading "Registered Plans"). This summary does not address tax considerations of Trust Unitholders borrowing money to acquire Trust Units. All such Unitholders should consult their own tax advisors to determine the tax consequences to them of the acquisition, holding and disposition of the Units of the Trust acquired pursuant to this Offering Memorandum.

This summary is based on the current provisions of the Tax Act and the regulations issued thereunder (the "**Regulations**"), all specific proposals for specific amendments to the Tax Act and the Regulations publicly announced by the Minister of Finance (Canada) prior to the date hereof (the "**Proposed Amendments**") and of the current administrative practices and assessing policies of the Canada Revenue Agency ("**CRA**") made publically available prior to the date hereof. This summary assumes that all Proposed Amendments will be enacted in the form proposed. Except for the Proposed Amendments, this summary does not take into account or anticipate any changes in law, whether by legislative, administrative or judicial action or decision, nor does it take into account provincial, territorial or foreign income tax considerations, which may be different from the Canadian federal income tax considerations discussed below. No advance tax ruling has been sought or obtained by the Trust with respect to any of the matters discussed herein.

This summary is of a general nature only, and is not exhaustive of all possible Canadian federal income tax considerations. This summary is not intended to be, nor should it be construed to be, legal or tax advice or representations to any particular investor. Each investor should seek independent advice regarding the tax consequences of investing in Units of the Trust, based on the investor's own particular circumstances.

Status of the Trust

This summary assumes that the Trust will qualify as a mutual fund trust under the Tax Act at all material times and will validly elect under the Tax Act to be a mutual fund trust from the date it was established (the "**MFT Election**"). In order to so qualify as a mutual fund trust, the Trust must, among other things, have at least 150 unitholders each of whom owns Units of the Trust with a fair market value of not less than $500, and the Trust must restrict its assets and undertakings to those permitted under the Tax Act for mutual fund trusts.

If the Trust were not to so qualify, the income tax consequences would differ materially from those described below. The Trust is not expected to qualify as a mutual fund trust under the Tax Act for an initial period after its creation, otherwise than by retroactively being deemed to be a mutual fund trust since inception as a result of the MFT Election. Prior to the time the Trust first qualifies as a mutual fund trust, the Trust will apply to be registered as a registered investment under the Tax Act, effective as of the date of its creation in 2018 (as discussed in greater detail under the heading "Registered Plans").

The SIFT Rules

The Tax Act contains rules regarding the taxation of certain flow-through entities, including certain mutual fund trusts and partnerships, referred to as "specified investment flow-through entities", and the distributions from such entities (the "**SIFT Rules**").

The SIFT Rules apply to Canadian resident trusts that hold one or more "non-portfolio properties", the "investments" in which are listed or traded on a stock exchange or other "public market", in each case as defined in subsection 122.1(1) of the Tax Act (a "**SIFT Trust**"). A SIFT Trust is generally subject to tax on its "non-portfolio earnings" (as defined in subsection 122.1(1) of the Tax Act), to the extent that such earnings are distributed to unit holders of the SIFT Trust, at a rate comparable to the combined federal and provincial corporate income tax rate (the "**SIFT Tax**"). Distributions to a unit holder from a SIFT Trust which are attributable to the SIFT Trust's non-portfolio earnings are non-deductible in computing the SIFT Trust's income and must also be included in the unit holder's income as though it were a taxable dividend from a "taxable Canadian corporation" (as defined in subsection 89(1) of the Tax Act), subject to the detailed provisions of the Tax Act. A SIFT Trust's non-portfolio earnings for a taxation year generally includes income from carrying on business in Canada and income (other than taxable dividends) from, or net taxable capital gains realized on, non-portfolio properties in the taxation year.

Provided that no Units or other investments in the Trust are listed or traded any stock exchange or public market, within the meaning thereof in subsection 122.1(1) of the Tax Act, the Trust should not be a SIFT Trust. If the Trust is liable for the SIFT Tax, the Canadian federal income tax considerations will be materially different from those described in this summary.

Taxation of the Trust

The Trust is subject to tax on its income in each taxation year, including net realized taxable capital gains, dividends and interest received or receivable, less the portion thereof that is paid or payable in the year to Unitholders and which is deducted by the Trust in computing its income for the purposes of the Tax Act. An amount will be considered to be payable to a Unitholder in a taxation year if it is paid in the year by the Trust or such Unitholder is entitled in that year to enforce payment of the amount.

The Partnership will generally not be liable for income tax under the Tax Act. In general, the Trust will be required to include in computing its income or loss for tax purposes each year its share of the income or loss of the Partnership for that year, computed as if the Partnership were a separate person resident in Canada. Earnings of the Partnership may consist of ordinary income, capital gains and capital losses. The Trust, generally, will also realize capital gains and losses when it disposes of interests in the Partnership to the extent that the proceeds received exceed the adjusted cost base of the interest.

In each year, the Trust intends to distribute to its Unitholders in each year such amount of its net income and net realized capital gains that it should generally not be liable for tax under Part I of the Tax Act after taking into account any capital gains refunds and loss carry forward balances.

All of the Trust’s deductible expenses, including expenses common to all series of the Trust and management fees and other expenses specific to a particular series of the Trust, will be taken into account in determining the income or loss of the Trust as a whole. In certain circumstances, losses of the Trust may be suspended or restricted, and therefore would not be available to shelter capital gains or income.

Taxation of Investors

A Unitholder will generally be required to include in computing the Unitholder’s income for a particular taxation year, as income from property, the portion of the net income of the Trust, including taxable dividends and net realized taxable capital gains, that is paid or payable to the Unitholder in that taxation year, whether that amount is paid or payable in cash, additional Units of the Trust, Redemption Notes or otherwise. Accordingly, a Unitholder’s allocation of income for the purposes of the Tax Act in a particular

year may exceed the amount of cash distributions received by such Unitholder. Any loss of a Trust cannot be allocated to or treated as a loss to a Unitholder.

Provided that appropriate designations are made by the Trust, certain types of income of the Trust from certain sources are deemed to have been received by a Unitholder as income from such sources, so that such income generally retains its character for tax purposes in the hands of the Unitholder. Sources of income that may be so designated include taxable dividends from taxable Canadian corporations, net taxable capital gains and income from foreign sources.

After completing an acquisition or investment, the Trust may be in receipt of income from foreign sources, generally in the form of interest and dividends received in respect of securities of foreign corporations directly or indirectly held by the Trust. Generally, the gross amount of income, including dividends from foreign sources, allocated to a Unitholder will be included in the Unitholder's income. However, any such dividends will not be subject to the gross-up and dividend tax credit rules in the Tax Act that ordinarily apply to dividends received from corporations resident in Canada. Generally, a Unitholder will be entitled to the benefit, if any, of any foreign tax credit or deduction referable to certain foreign-source income distributed to the Unitholder. Whether any such foreign tax credit or deduction will be useful to a particular Unitholder will depend upon various factors, including the investments made by the Trust and the character of the particular Unitholder's foreign source income.

The non-taxable portion of net realized capital gains of the Trust that is paid or payable to a Unitholder in a taxation year generally will not be included in computing the Unitholder's income for the year and will not reduce the adjusted cost base of the Unitholder's Units of the Trust. Any other amount (other than as proceeds of disposition in respect of the redemption of a Unit) in excess of the net income of the Trust that is paid or payable by the Trust to a Unitholder in a year will generally not be included in the Unitholder's income for the year. However, where any such other amount is paid or payable to a Unitholder (other than as proceeds of disposition of Units) the adjusted cost base of the Units of the Trust held by such Unitholder will be reduced by such amount. To the extent that the adjusted cost base to a Unitholder of a Unit of the Trust is less than zero at any time in a taxation year, such negative amount will be deemed to be a capital gain of the Unitholder from the disposition of the Unit in that year, and immediately thereafter the amount of such capital gain will be added to the adjusted cost base of such Unit.

A person who purchases or acquires a Unit of the Trust during a particular taxation year of the Trust may become taxable on a portion of the net income of the Trust that is accrued or realized by the Trust in a period before the time the Unit was purchased but which was not paid or made payable to Trust Unitholders until the end of the period and after the time the Trust Unit was purchased. A similar result may apply on an annual basis in respect of a portion of capital gains accrued or realized by the Trust in a year before the time the Unit of the Trust was purchased but which is paid or made payable by the Trust at year end and after the time the Unit was purchased by the Trust Unitholder.

On a disposition or deemed disposition of a Unit of the Trust, a Trust Unitholder will generally realize a capital gain (or a capital loss) equal to the amount by which the Trust Unitholder's proceeds of disposition (excluding any amount payable by the Trust which represents an amount that must otherwise be included in the Trust Unitholder's income, as described herein, including any capital gain or income realized by the Trust in connection with a redemption which the Trust has designated to the redeeming Trust Unitholder), are greater (or less) than the total of: (a) the adjusted cost base, as defined in the Tax Act, to the Trust Unitholder of the Unit of the Trust immediately before the disposition or deemed disposition; and (b) the Trust Unitholder's reasonable costs of disposition. The taxation of capital gains and capital losses is described below under the heading "*Taxation of Capital Gains and Capital Losses*".

The adjusted cost base to a Trust Unitholder of a Unit of the Trust received as a result of a subscription pursuant to this Offering Memorandum will be the subscription price of such Unit, with certain adjustments provided for under the Tax Act. A Trust Unitholder will generally be required to average the cost of all newly acquired Units of the Trust with the adjusted cost base of all other Units of the Trust held by the Trust Unitholder as capital property in order to determine the adjusted cost base of the Trust Unitholder's Units of the Trust at any particular time. The adjusted cost base of Units of the Trust disposed of is based on such average calculation immediately prior to the distribution.

Where a Trust redeems Units of the Trust by distributing Redemption Notes or other property of the Trust to a Trust Unitholder, the proceeds of disposition to the redeeming Unitholder will be equal to the fair market value of the Redemption Notes or other property of the Trust so distributed, less any capital gain realized by the Trust in connection with such redemption to the extent the Trust designates such capital gain to the redeeming Trust Unitholder. The cost of any Redemption Notes or other property distributed *in specie* by the Trust to a Trust Unitholder upon the redemption of the Units of the Trust will be equal to the fair market value of that property at the time of distribution. The Trust Unitholder will thereafter be required to include in income any interest or other income derived from the Redemption Notes or other property, in accordance with the provisions of the Tax Act.

Taxation of Capital Gains and Losses

A holder of a Unit must include in income for a taxation year one-half of any capital gain (a "taxable capital gain") realized by such Unitholder on a disposition or deemed disposition of a Unit in the year, and the amount of any net taxable capital gains designated by the Trust to a Unitholder in the year. The Unitholder must deduct one-half of the amount of any capital loss ("allowable capital loss") realized by the Unitholder in a taxation year on the disposition or deemed disposition of a Unit against the Unitholder's taxable capital gains for the year. Allowable capital losses in excess of taxable capital gains realized by the Unitholder in a taxation year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted against net taxable capital gains in any subsequent year, subject to the detailed provisions in the Tax Act.

The amount of any capital loss otherwise realized by a Unitholder that is a corporation or a trust (other than a mutual fund trust) on the disposition or deemed disposition of a Unit may be reduced by the amount of any dividends received or deemed to have been received by a Trust and designated to the Trust Unitholder, except to the extent that a loss on a previous disposition of a Unit has been reduced by such amount, all subject to the detailed provisions of the Tax Act. **Unitholders to whom these rules may be relevant should consult their own tax advisors.**

Refundable Tax

A Trust Unitholder that is a Canadian-controlled private corporation, as defined in the Tax Act, will be subject to a refundable tax of 10 2/3% in respect of its aggregate investment income for the year, which may include certain income and capital gains distributed to the Trust Unitholder by the Trust and any capital gains realized on a disposition of Units of the Trust.

Minimum Tax

A Unitholder who is an individual (other than certain specified trusts) may have an increased liability for alternative minimum tax as a result of capital gains realized on a disposition of Units and any net income of the Trust that is paid or payable, or deemed to be paid or payable, to the Unitholder and that is designated as a taxable dividend or net taxable capital gain.

Registered Plans

Units of the Trust will be qualified investments under the Tax Act for RRSPs, RRIFs, DPSPs, RESPs, RDSPs and TFSAs, provided that the Trust at all relevant times is: (i) registered as a "registered investment" under the Tax Act; or (ii) qualifies as a "mutual fund trust" for the purposes of the Tax Act. There can be no certainty that the Trust's registered investment status will be maintained, that the Trust will meet the requirements to be a mutual fund trust, or that the Trust will continue to meet those requirements at any particular time after the Trust becomes a mutual fund trust. The Trust intends to ensure that it will meet the requirements necessary for it to qualify as a mutual fund trust for the purposes of the Tax Act no later than March 31, 2019 and at all times thereafter, and to file the MFT Election so that the Trust will qualify as a mutual fund trust throughout its first taxation year.

However, if the Trust does not achieve mutual fund trust status by the time the Funds invest in a security that precludes the Trust from continuing to qualify as a "registered investment" under the Tax Act, the Trust may elect to choose to not pursue mutual fund trust status. In this event, the Trust will redeem any Units of the Trust which are held in Registered Plans effective the Valuation Date prior to such investment. Subsequently, if the Trust achieves mutual fund trust status, it may elect to accept subscriptions made in Registered Plans.

Notwithstanding the foregoing, if the Units of the Trust are a "prohibited investment" for a particular RRSP, RRIF, RESP, RDSP or TFSA for the purposes of the Tax Act, the holder of the TFSA or RDSP, the subscriber of an RESP or the annuitant of an RRSP or RRIF, as the case may be, will be subject to a penalty tax under the Tax Act. The Units of the Trust will generally not be a "prohibited investment" (as defined in subsection 207.01(1) of the Tax Act) for a RRSP, RRIF, RESP, RDSP or TFSA if the annuitant, beneficiary or holder thereunder: (a) deals at arm's length with the Trust for the purposes of the Tax Act; and (b) does not hold a "significant interest" (as defined in subsection 207.01(4) of the Tax Act) in the Trust. In addition, Units of the Trust will not be a prohibited investment if those Units are "excluded property" (as defined in subsection 207.01(1) of the Tax Act).

If a Registered Plan requests the redemption of Units, property (including Redemption Notes) received in payment may not be qualified investments, which may give rise to adverse tax consequences to a Registered Plan or the annuitant, beneficiary or holder thereunder.

Trust Unitholders who wish to hold Units of the Trust in their Registered Plans should consult with their own tax advisors with respect to the qualification of the Units, Redemption Notes or other assets received on a distribution or redemption of Units of the Trust for Registered Plans, and whether the Units of the Trust would be a prohibited investment under the Tax Act, having regard to their own particular circumstances.

CANADIAN INCOME TAX CONSIDERATIONS AND CONSEQUENCES OF INVESTING IN THE PARTNERSHIP

The following is, as of the date hereof, a fair summary of the principal Canadian federal income tax considerations with respect to the acquisition, ownership and disposition of Units of the Partnership to an investor who, for the purposes of the Tax Act, is a Canadian resident individual (other than a trust), deals at arm's length with the Partnership, is the initial investor in the Units, will hold the Units as capital property and has invested for his or her own benefit (a "**Partnership Unitholder**"). The determination of whether the Units are capital property to a Partnership Unitholder will depend, in part, on the Partnership Unitholder's particular circumstances. Generally, Units will be considered to be capital property to a holder if acquired by him or her for investment purposes and not acquired or held in the course of carrying on a business of trading or dealing in securities or as part of an adventure in the nature of trade.

This summary is based on the current provisions of the Tax Act, the Regulations, the Proposed Amendments and the current administrative practices and assessing policies of the CRA made publically available prior to the date hereof. This summary assumes that all Proposed Amendments will be enacted in the form proposed. Except for the Proposed Amendments, this summary does not take into account or anticipate any changes in law, whether by legislative, administrative or judicial action or decision, nor does it take into account provincial, territorial or foreign income tax considerations, which may be different from the Canadian federal income tax considerations discussed below. No advance tax ruling has been sought or obtained by the Partnership with respect to any of the matters discussed herein.

This summary is based on the assumption that the Partnership is not a "tax shelter" as that term is defined in the Tax Act and an investment in the Partnership is not a "tax shelter investment" for the purposes of the Tax Act. This summary further assumes that, at all times, all members of the Partnership will be resident in Canada for purposes of the Tax Act and that they will comply in all respects with the restrictions on investors pursuant to the Limited Partnership Agreement, and also that at no time will more than 50% of the interests in the Partnership be held by one or more "financial institutions" as defined in section 142.2 of the Tax Act.

The income tax consequences described in this summary are based on the assumptions that a Partnership Unitholder does not undertake or arrange any transaction relating to his or her Units of the Partnership, other than those referred to in this Offering Memorandum, and that none of the transactions relating to the Partnership Unitholder's Units and referred to in this Offering Memorandum is undertaken or arranged primarily to obtain a tax benefit other than those specifically described herein.

This summary is of a general nature only, and is not exhaustive of all possible Canadian federal income tax considerations. This summary is not intended to be, nor should it be construed to be, legal or tax advice or representations to any particular investor. Each investor should seek independent advice regarding the tax consequences of investing in Units of the Partnership, based on the investor's own particular circumstances.

Computation of Income or Loss of the Partnership

The income or loss of the Partnership will be computed as if the Partnership were a separate person resident in Canada. The Partnership's fiscal year end is December 31. In computing the income or loss of the Partnership, deductions will be claimed in respect of all expenses of the Partnership in accordance with and to the extent permitted under the Tax Act. Reasonable interest in respect of money borrowed by the Partnership to earn income from a business or property or any amount payable for property acquired for the purpose of earning income generally will be deductible by the Partnership. The characterization of the Partnership's earnings as capital gains (or losses) or ordinary income (or losses) will depend on the specific facts of each circumstance.

The Partnership is not itself liable for income tax unless it is a "SIFT partnership" under the Tax Act. A partnership is a "SIFT partnership" if the partnership meets the following criteria: (a) the partnership is a Canadian resident partnership; (b) the units or other securities of the partnership are listed or traded on a stock exchange or other public market; and (c) the partnership holds one or more "non-portfolio properties". "Non-portfolio properties" include, among other things, equity, interests or debt of corporations, trusts or partnerships that are resident in Canada, and of non-resident persons or partnerships the principal source of income of which is one or any combination of sources in Canada, that are held by the SIFT partnership and have a fair market value that is greater than 10% of the equity value of such entity, or that have, together with debt or equity that the SIFT partnership holds of entities affiliated with such entity, an aggregate fair market value that is greater than 50% of the equity value of the SIFT partnership. Provided that no Units

or other investments in the Partnership are listed or traded any stock exchange or public market, the Partnership should not be a SIFT partnership.

Unless the Partnership becomes a SIFT partnership, each Partnership Unitholder will generally be required to include, in computing his or her income or loss for tax purposes for a taxation year, his or her share of the income or loss (including taxable capital gains or allowable capital losses) allocated to such Partnership Unitholder for each fiscal year of the Partnership for such year, whether or not he or she has received or will receive a distribution from the Partnership. Income and loss of the Partnership for tax purposes will be allocated to Partnership Unitholders in accordance with the provisions of the Limited Partnership Agreement as described under "Allocation of Income or Loss for Tax Purposes". Depending upon the quantum and timing of any Partnership income or losses allocated to a Partnership Unitholder and the amount and timing of distributions, a negative adjusted cost base in the Units of the Partnership held by the Partnership Unitholder could arise. In the event that the adjusted cost base of a Unit of the Partnership held by a Partnership Unitholder is negative at the end of any fiscal period of the Partnership, the Partnership Unitholder would be required to recognize at that time a capital gain equal to such negative amount, one-half of which would be included in the income of the Limited Partner. The adjusted cost base of the Limited Partner's Unit would then be nil. As discussed under the heading "Distributions" and "Allocation of Income or Loss for Tax Purposes", the Partnership is not required to make distributions to Partnership Unitholders in any year, even when income will be allocated to Partnership Unitholders for purposes of the Tax Act. As a result, Partnership Unitholders may be required to pay tax on such income allocation even though the Partnership Unitholder has not received a cash distribution. This may also be the case where an allocation of income is made to a Partnership Unitholder who transferred Units of the Partnership before the end of the year. The Partnership will furnish to each Partnership Unitholder such information as is prescribed by the CRA to assist in declaring the Partnership Unitholder's share of the Partnership's income or loss. However, the responsibility for filing any required tax returns and reporting his or her share of the income or loss of the Partnership falls solely upon each Partnership Unitholder. Partnership Unitholders should consult with their own tax advisors regarding the deductibility of management fees and performance fees paid by them.

In general, every member of a partnership must, in accordance with the Tax Act, file an information return in prescribed form which contains specified information for each taxation year of the partnership. An information return filed by one member of a partnership is deemed to have been made by each member of the partnership. The General Partner has agreed to file the necessary information return in respect of the Partnership.

In general, a Partnership Unitholder's share of any income or loss of the Partnership from any source or from sources in a particular place will be treated as if it were income or loss of the Partnership Unitholder from that source or from sources in that particular place and any provisions of the Tax Act applicable to that type of income or loss will apply to the Partnership Unitholder.

Subject to the "at-risk rules" discussed below, a Partnership Unitholder's share of the business losses, if any, of the Partnership for any fiscal year may be applied against his or her income from any other source to reduce net income for the relevant taxation year and, to the extent it exceeds other income for that year, carried back three years and forward twenty years against taxable income of such other years. Also subject to the "at risk rules", a Partnership Unitholder's share of the allowable capital losses of the Partnership may be applied only against taxable capital gains and may be carried back three years or forward indefinitely.

The Tax Act provides that, notwithstanding the income or loss allocation provisions of the Limited Partnership Agreement, any losses of the Partnership from a business or property allocated to a Partnership Unitholder will be deductible by such Partnership Unitholder in computing his or her income for a taxation

year only to the extent that his or her share of the loss does not exceed his or her "at-risk amount" in respect of the Partnership at the end of the year. In general terms, the "**at-risk amount**" of a Partnership Unitholder in respect of the Partnership at the end of a fiscal year of the Partnership is (a) the adjusted cost base of his or her Units of the Partnership at that time plus (b) at the end of the fiscal period of the Partnership his or her share of the income of the Partnership for the fiscal year less the aggregate of (c) all amounts owing by the Partnership Unitholder to the Partnership or to a person with whom the Partnership does not deal at arm's length and (iv) subject to certain exceptions, any amount or benefit to which the Partnership Unitholder is entitled to receive where the amount or benefit is intended to protect the Partnership Unitholder from any loss he or she may sustain by virtue of being a member of the Partnership or holding or disposing of Units of the Partnership.

A Partnership Unitholder's share of any Partnership loss that is not deductible by him or her in the year because of the "at-risk rules" is considered to be his or her "**limited partnership loss**" in respect of the Partnership for that year. Such "limited partnership loss" may be deducted by him or her in any subsequent taxation year against any income for that year to the extent that his or her "at-risk amount" at the end of the Partnership's fiscal year ending in that year exceeds his or her share of any loss of the Partnership for that fiscal year.

Disposition and Redemption of Units of the Partnership

Upon the redemption or other actual or deemed disposition of a Unit of the Partnership by a Partnership Unitholder, a capital gain (or a capital loss) will generally be realized to the extent that the proceeds of disposition of the Unit of the Partnership, net of any costs of disposition, exceed (or are exceeded by) the adjusted cost base to the Partnership Unitholder of the Unit of the Partnership. The portion of capital gains included in computing income ("**taxable capital gain**") and the portion of capital losses ("**allowable capital loss**") deductible from taxable capital gains is generally one-half. The portion of a capital gain included in computing a Partnership Unitholder's taxable capital gain from the disposition of Units of the Partnership to a non-resident under the Tax Act, a person exempt from tax under section 149 of the Tax Act, or to certain partnerships or trusts will generally be greater than one-half, and potentially equal to the entire capital gain from the disposition. A taxable capital gain resulting from a disposition (including a deemed disposition) of the Units of the Partnership will be included in computing the income of a Partnership Unitholder for the taxation year in which the disposition takes place. The unused portion of an allowable capital loss may be carried back three years or forward indefinitely and may only be used against taxable capital gains, subject to detailed rules in the Tax Act.

In general, the adjusted cost base of a Unit of the Partnership to a Partnership Unitholder is the subscription price (including any initial sales commission paid) of the Unit plus the Partnership Unitholder's share of any income of the Partnership for any previously completed fiscal periods, less: (a) the Partnership Unitholder's share of the losses of the Partnership for any fiscal period ending before that time (except where any portion of such losses were included in his or her "limited partnership loss" in respect of the Partnership, such losses will reduce his or her adjusted cost base of his or her Units of the Partnership only to the extent they have been previously deducted); and (b) any distributions made to the Partnership Unitholder by the Partnership. A Partnership Unitholder who is considering disposing of Units of the Partnership during a fiscal period of the Partnership should obtain tax advice before doing so since ceasing to be a Partnership Unitholder before the end of the Partnership's fiscal period may affect certain adjustments to his or her cost base and his or her entitlement to a share of the Partnership's income or loss. Although the Partnership may incur losses which exceed the aggregate amount of capital invested by the Partnership Unitholders, as a result of the limitation in deducting such losses under the "at risk rules", a Partnership Unitholder will not normally have a negative adjusted cost base for his or her Units of the Partnership. The adjusted cost base of each Unit of the Partnership of a particular series will be subject to

the averaging provisions contained in the Tax Act.

A redemption of Units of the Partnership will be treated as a disposition for purposes of the Tax Act. As described under "Distributions - The Partnership", where Units of the Partnership are redeemed by one or more Partnership Unitholders during the course of any fiscal year or are acquired from the Partnership during the course of any fiscal year, the General Partner may, but is not required to, adopt and amend an allocation policy from time to time intended to allocate income and loss (and/or taxable capital gains or allowable capital losses) in such manner as to account for Units of the Partnership which are purchased or redeemed throughout such fiscal year, the series of such Units of the Partnership, the tax basis of such Units of the Partnership, the fees payable by the Partnership in respect of each such series of Units of the Partnership, and the timing of receipt of income or realization of gains or losses by the Partnership during such year, among other factors deemed relevant by the General Partner. To such end, any person who was a Partnership Unitholder at any time during a fiscal year but who has redeemed or transferred all of their Units of the Partnership before the last day of such fiscal year may be deemed to be a Partnership Unitholder on the last day of such fiscal year for the purposes of subsection 96(1.1) of the Tax Act (or any successor provision), and such person will be deemed to be a Partnership Unitholder on the last day of such fiscal year pursuant to subsection 96(1.01), and income or loss in such fiscal year may be allocated to such former Partnership Unitholder. A Partnership Unitholder who is considering disposing of Units of the Partnership during a fiscal year of the Partnership should obtain specific tax advice.

Notwithstanding the foregoing, in the event that a Partnership Unitholder receives an amount from the General Partner or any other person which amount is included in computing the income of the Partnership in accordance with subsection 12(2.1) of the Tax Act (or any successor provision), for the purposes of allocating taxable income or loss of the Partnership for the year, any such amount shall be allocated to the particular Partnership Unitholder to whom such payment was made in an amount equal to the amount of such payment and not to any other Partnership Unitholder.

Dissolution of the Partnership

On a taxable dissolution of the Partnership, a Partnership Unitholder will generally be considered to have disposed of his or her Units of the Partnership for proceeds of disposition equal to the fair market value of the property, received or receivable by the Partnership Unitholder on such dissolution, and the Partnership will be deemed to have disposed of, and the Partnership Unitholder will be deemed to have acquired, such property at its fair market value.

Non-Eligibility for Investment by Registered Plans

Units of the Partnership are **not** "qualified investments" under the Tax Act for RRSPs, RRIFs, DPSPs, RDSPs, RESPs or TFSAs.

Filing Requirements of the Partnership

A Limited Partner at any time in a fiscal year of the Partnership is required to make an information return in prescribed form containing specific information for that year, including the income or loss of the Partnership and the names and shares of such income or loss of all the partners of the Partnership. The filing of an annual information return by the General Partner on behalf of the Limited Partners and the General Partner will satisfy this requirement.

Minimum Tax

A Partnership Unitholder may have an increased liability for alternative minimum tax as a result of: (i) capital gains realized on a disposition of Units; (ii) any net income of the Trust or Partnership that is paid or payable, or deemed to be paid or payable, to the Unitholder and that is designated as a taxable dividend or net taxable capital gain; (iii) any losses of the Partnership which are allocated to a Partnership Unitholder.

INTERNATIONAL INFORMATION REPORTING

Pursuant to the Intergovernmental Agreement for the Enhanced Exchange of Tax Information under the Canada-U.S. Tax Convention entered into by Canada and the U.S. on February 5, 2014 and related Canadian legislation found in Part XVIII of the Tax Act, Unitholders will be required to provide their dealer with information related to their citizenship or residence for tax purposes and, if applicable, a U.S. federal tax identification number. If a Unitholder does not provide the information or is identified as a U.S. citizen or U.S. resident, details of the Unitholder's investment in the Funds will generally be reported to the CRA, unless the investment is held within a Registered Plan. The CRA will then provide the information to the U.S. Internal Revenue Service.

In addition, pursuant to Part XIX of the Tax Act implementing the Organization for Economic Co-operation and Development Common Reporting Standard (the "**CRS Rules**"), Canadian financial institutions are required to have procedures in place to identify accounts held by residents of foreign countries (other than the United States) or by certain entities any of whose "controlling persons" are residents of foreign countries (other than the United States). The CRS Rules provide that, beginning in 2018, Canadian financial institutions must report required information to the CRA annually. Such information would then be available for sharing with the jurisdictions in which the account holders or such controlling persons reside for tax purposes under the provisions and safeguards of the Multilateral Convention on Mutual Administrative Assistance in Tax Matters or the relevant bilateral tax treaty. Under the CRS Rules, Unitholders will be required to provide required information regarding their investment in the Funds to their dealer for the purpose of such information exchange, unless the investment is held within a Registered Plan.

RISK FACTORS

Investment in Units involves certain risk factors, including risks associated with the Funds' investment objectives and strategies. The following risks should be carefully evaluated by prospective investors. Where a Fund invests in an Underlying Fund, the Fund will also be subject to the risks of that Underlying Fund which have not been fully reproduced below. Also, some of the risks noted below may apply to the Fund indirectly as a result of an investment in an Underlying Fund.

Risks Associated with an Investment in the Funds

Changes in Investment Strategies

The Manager may alter its investment strategies without prior approval by the Unitholders if the Manager determines that such change is in the best interest of the Funds.

Charges to the Fund

The Funds are obligated to pay administration fees, brokerage commissions and legal, accounting, filing and other expenses regardless of whether each Fund realizes profits.

Cybersecurity Risk

With the increased use of technologies to conduct business, the Manager and the Funds have become potentially more susceptible to operational and information security risks through breaches in cybersecurity. In general, a breach in cybersecurity can result from either a deliberate attack or an unintentional event. Cybersecurity breaches may involve, among other things, infection by computer viruses or other malicious software code or unauthorized access to the Manager's or the Funds' digital information systems, networks or devices through "hacking" or other means, in each case for the purpose of misappropriating assets or sensitive information (including, for example, personal unitholder information), corrupting data or causing operational disruption or failures in the physical infrastructure or operating systems that support the Manager or the Funds. Cybersecurity risks also include the risk of losses of service resulting from external attacks that do not require unauthorized access to the Manager's or the Funds' systems, networks or devices. Any such cybersecurity breaches or losses of service may cause the Manager or the Funds to lose proprietary information, suffer data corruption or lose operational capacity, which, in turn, could cause the Manager or the Funds to incur regulatory penalties, reputational damage, additional compliance costs associated with corrective measures and/or financial loss. While the Manager has established business continuity plans and risk management systems designed to prevent or reduce the impact of cybersecurity attacks, there are inherent limitations in such plans and systems due in part to the ever-changing nature of technology and cybersecurity attack tactics, and there is a possibility that certain risks have not been adequately identified or prepared for.

In addition, cybersecurity failures by or breaches of the Manager's or the Funds' third-party service providers (including, but not limited to, specialty investment managers, custodian, prime broker and administrator) may disrupt the business operations of the service providers and of the Manager or the Funds. These disruptions may result in financial losses, the inability of Unitholders of each Fund to transact business with the Fund and inability of each Fund to process transactions, the inability of each Fund to calculate their Net Asset Value, violations of applicable privacy and other laws, rules and regulations, regulatory fines, penalties, reputational damage, reimbursement or other compensatory costs and/or additional compliance costs associated with implementation of any corrective measures. The Funds and their Unitholders could be negatively impacted as a result of any such cybersecurity breaches, and there can be no assurance that the Funds will not suffer losses relating to cybersecurity attacks or other informational security breaches affecting the Manager's, or the Funds' third-party service providers in the future, particularly as the Manager and each Fund cannot control any cybersecurity plans or systems implemented by such service providers.

Cybersecurity risks may also impact issuers of securities in which the Funds invest, which may cause the each Fund's investments in such issuers to lose value.

General Partner and Manager are Fiduciaries

The Manager and General Partner are fiduciaries to the Trust and Partnership and are expected to be fiduciaries to current and future funds managed by the Manager. In its role as the manager or general partner of such funds, the Manager and General Partner, respectively, are required to act in the best interest of the funds and their limited partners as a whole.

Investment Risk

An investment in the Funds may not be suitable as a complete investment program. A subscription for Units should be considered only by persons financially able to maintain their investment and who can bear the risk of loss associated with an investment in the Funds. Investors should review closely the investment

objective and investment strategies to be utilized by the Funds as outlined herein to familiarize themselves with the risks associated with an investment in the Funds.

Lack of Independent Experts Representing Investors

The Funds and the Manager have consulted with a single legal counsel regarding the formation and terms of the Funds and the offering of Units. The investors have not, however, been independently represented. Therefore, to the extent that the Funds, the investors 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 advisers regarding the desirability of purchasing Units and the suitability of investing in the Funds.

Liquidity Risk

The Manager does not anticipate that an active secondary market will develop in the Units. Accordingly, Unitholders may only be able to liquidate their investment through redemption of their Units subject to any applicable Redemption Lock-Up Period and Redemption Notes. In certain circumstances, the Manager may suspend redemption rights. See "Redemptions". Consequently, holders of Units may not be able to liquidate their investment in a timely manner. Accordingly, Units may not be appropriate for investors seeking greater liquidity.

Marketability and Transferability of Units

There is no market for the Units and their resale is subject to restrictions imposed by the Declaration of Trust or Limited Partnership Agreement, as applicable, including consent by the Manager, and applicable securities legislation. (See "Transfer or Resale"). Redemptions may be deferred or suspended in certain circumstances. Consequently, holders of Units may not be able to liquidate their investment in a timely manner and the Units may not be readily accepted as collateral for a loan.

Not a Public Mutual Fund

The Funds are not subject to the restrictions placed on public mutual funds by NI 81-102.

No Assurance of Return

Although the Manager will use its best efforts to achieve above average rates of return for the Funds, no assurance can be given in this regard. The investments of the Underlying Funds are by their nature longer term which could result in higher returns for investors who are able and prepared to remain investors for the long term. An investment in the Funds is appropriate for investors willing to invest for the long-term and who have the capacity to absorb the loss of some or all of their investment.

No Involvement of Unaffiliated Selling Agent

The Trustee, Manager and General Partner are under common control and ownership. Consequently, no outside selling agent unaffiliated with such parties has made any review or investigation of the terms of this offering, the structure of the Funds or the background of the Trustee, Manager and General Partner.

Possible Effect of Redemptions

Substantial redemptions of Units could require the Funds to liquidate positions more rapidly than otherwise desirable to raise the necessary cash or require the Funds to fail to meet commitments in order 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 remaining outstanding.

Possible Loss of Limited Liability

Under the Partnership Act, the General Partner has unlimited liability for the debts, liabilities, obligations and losses of the Partnership to the extent that they exceed the assets of the Partnership. The liability of each Limited Partner for the debts, liabilities, obligations and losses of the Partnership is limited to the value of money or other property the Limited Partner has contributed or agreed to contribute to the Partnership. In accordance with the Partnership Act, if a Limited Partner has received a return of all or part of the Limited Partner's contribution to the Partnership, the Limited Partner is nevertheless liable to the Partnership, or where the Partnership is dissolved, to its creditors, for any amounts not in excess of the amount returned with interest, necessary to discharge the liabilities of the Partnership to all creditors who extended credit or whose claims arose before the return of the contribution. **The limitation of liability of a Limited Partner may be lost if a Limited Partner takes part in the control of the business of the Partnership.**

Possible Negative Impact of Regulation

The regulatory environment is evolving and changes to it may adversely affect the Funds. To the extent that regulators adopt practices of regulatory oversight that create additional compliance, transaction, disclosure or other costs, returns of the Funds may be negatively affected. In addition, the regulatory or tax environment for derivative and related instruments is evolving and may be subject to modification by government or judicial action that may adversely affect the value of the investments held by the Funds. The effect of any future regulatory or tax change on the portfolio of the Funds is impossible to predict.

Potential Conflicts of Interest

The business of the Manager is the investment of accounts for its clients. The orders of the Funds may be executed at the same time as other accounts managed by the Manager. Since the Manager may manage common interests for accounts on different financial terms, there may be an incentive to favour certain accounts over others. The Manager has a fairness policy to ensure the fair and reasonable treatment of all clients based upon the clients' investment objectives and strategies and to avoid favouritism or discrimination among clients.

Potential Indemnification Obligations

Under certain circumstances, the Funds might be subject to significant indemnification obligations in favour of the Manager, other service providers to the Funds or certain persons related to them in accordance with the respective agreement between the Fund, the Partnership and each such service provider. The Funds 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 Funds has agreed to indemnify them. Any indemnification paid by the Funds would reduce the Fund's Net Asset Value.

Redemptions

Redemptions are permitted primarily on a quarterly basis (subject to any applicable Redemption Lock-Up Period), are subject to Redemption Notes and there are circumstances in which the Funds may suspend redemptions. See "Redemptions". Accordingly, Units may not be appropriate for investors seeking greater liquidity. Substantial redemptions of Units could require the Funds to liquidate positions more rapidly than otherwise desirable to raise the necessary cash or require the Funds to fail to meet commitments in order 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 remaining outstanding.

Reliance on Manager, Key Personnel and Counterparties

The success of the Funds will be primarily dependent upon the skill, judgment and expertise of the Manager and its principals. Although persons involved in the management of the Funds and the service providers to the Funds have had experience in their respective fields of specialization, the Funds have no operating or performing history upon which prospective investors can evaluate the likely performance of the Funds. Investors should be aware that the past performance by those involved in the investment management of the Funds should not be considered as an indication of future results.

In the event of the loss of the services of the Manager, or of a key person of the Manager, or the loss of the services of a Specialty Investment Manager, the performance of the Funds may be adversely affected.

The Funds rely on delegates/counterparties to perform significant functions, for instance administration, custody and investment management, as such poor performance by a delegate may negatively impact the Funds. Each such delegate may in turn rely on key individuals and in the event of the death, incapacity or departure of any of these individuals, the operations, business and performance of the Funds may be adversely affected.

Risks Arising from Provision of Managerial Assistance

The Partnership may obtain rights to participate substantially in and influence substantially the conduct of the management of an investment. The Partnership may designate directors to serve on the board of directors of an investment. The designation of directors and other measures contemplated could expose the assets of the Partnership to claims by an investment, its security holders and its creditors. While the Manager intends to manage the Partnership in a manner that will minimize its exposure to such risks, the possibility of such claims cannot be precluded.

Series Risk

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

Tax Liability

Investors in the Trust and/or the Partnership may be allocated income for tax purposes and not receive any cash distributions from the Trust and/or Partnership. Net Asset Value of the Partnership and Net Asset Value per Unit will be marked to market and therefore calculated on the basis of both realized gains and losses and accrued, unrealized gains and losses. In computing each Limited Partner's share of income or loss for tax purposes, only realized gains and other factors, including the date of purchase or redemption of Units by a Limited Partner in a fiscal year, will be taken into account. Therefore, the change in Net Asset Value of a Limited Partner's Units may differ from his, her or its share of income and loss for tax purposes.

Units are not Insured

The Funds are not a member institution of the Canada Deposit Insurance Fund and the Units offered

pursuant to this Offering Memorandum are not insured against loss through the Canada Deposit Insurance Fund.

Unit Trust and Mutual Fund Trust Status

It is intended that the Trust qualify as a "unit trust" and a "mutual fund trust" for the purposes of the Tax Act effective from the date of its creation and at all times thereafter. However, there can be no assurance that the Canadian federal income tax laws and administrative policies of the CRA respecting the treatment of "mutual fund trusts" and "unit trusts" will not be changed in a manner which adversely affects the holders of Units. If the Trust does not qualify as a "unit trust" within the meaning of the Tax Act on the day that is 21 years after the date of its creation (or on each 21-year anniversary day thereafter) the Trust will be deemed at that time to have disposed of, and reacquired, certain capital property for fair market value for the purposes of the Tax Act. Accordingly, the Trust would be subject to tax under Part I of the Tax Act on the net taxable capital gain (if any) arising from such deemed disposition, less the portion thereof that it claims in respect of amounts paid or payable to its Unitholders in the taxation year. If the Trust fails to meet one or more conditions to qualify as a "unit trust" or "mutual fund trust", the income tax considerations described under "Canadian Income Tax Considerations and Consequences of Investing in the Trust", would, in some respects, be materially different. In particular, if the Fund does not qualify, or ceases to qualify, as a mutual fund trust or a registered investment, Units may cease to be qualified investments for Registered Plans. This could result in Registered Plans which hold Units becoming liable for a penalty tax under the Tax Act.

Valuation of the Funds' Investments

Valuation of each Fund's securities and other investments may involve uncertainties, appraisals and judgmental determinations and, if such valuations should prove to be incorrect, the Net Asset Value of each Fund could be adversely affected. Independent pricing information may not be available regarding certain of each Fund's securities and other investments. Valuation determinations will be made in good faith in accordance with the Declaration of Trust or Limited Partnership Agreement.

The Funds 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 Funds to any such investment differs from the actual value, the Net Asset Value per Unit may be 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 Funds 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 Funds. 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 Funds 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. The Funds do not intend to adjust the Net Asset Value of the Funds retroactively.

Risks Associated with the Funds' Investments and Strategies

Agriculture Industry Risk

The value and revenues from the farmlands in which an Underlying Fund invests will be dependent on the performance of the Canadian agricultural industry. To the extent that the agricultural sector declines or

experiences a downturn, the operations and financial performance could be adversely affected. The results may be influenced by commodity prices that may in turn be influenced by a variety of factors including weather, outbreaks of crop diseases or insect infestations, government farm programs and policies and changes in global demand or other economic factors. Lower or fluctuating commodity prices may have a material adverse effect on financial results, business prospects and financial conditions.

Counterparty and Settlement Risk

Some of the markets in which the Funds will effect its transactions may be "over the counter" or "interdealer" markets. The participants in such markets are typically not subject to credit evaluation and regulatory oversight as are members of "exchange-based" markets. This exposes the Funds to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing the Funds to suffer a loss. In addition, in the case of a default, the Funds could become subject to adverse market movements while replacement transactions are executed. Such "counterparty risk" is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the Funds have concentrated its transactions with a single or small group of counterparties. The Funds are not restricted from dealing with any particular counterparty or from concentrating any or all of its transactions with one counterparty. The ability of the Funds to transact business with any one or number of counterparties and the absence of a regulated market to facilitate settlement may increase the potential for losses by the Funds.

Credit Risk

Credit risk can have a negative impact on the value of a debt security. This risk includes:

- Default risk, which is the risk that the issuer of the debt will not be able to pay interest or repay the debt when it is due. Generally, the greater the risk of default, the lower the quality of the debt security.
- Credit spread risk, which is the risk that the difference in interest rates (called "**credit spread**"), between the issuer's bond and a bond considered to have little associated risk (such as a treasury bill) will increase. An increase in credit spread generally decreases the value of a debt security.
- Downgrade risk, which is the risk that a specialized credit rating agency will reduce the credit rating of an issuer's securities. A downgrade in credit rating generally decreases the value of a debt security.
- Collateral risk, which is the risk that in the event of a default under secured debt instruments, it may be difficult to sell the assets the issuer has given as collateral for the debt or that the assets may be deficient. This difficulty could cause a significant decrease in the value of a debt security.

Currency and Exchange Rate Risks

The Funds will report its results and Net Asset Value in Canadian dollars and make distributions, if any, in same. Changes in currency exchange rates may affect the value of the Funds' portfolio and the unrealized appreciation or depreciation of investments.

Custody Risk and Broker or Dealer Insolvency

The Funds do not control the custodianship of all of its securities. A portion of the Funds' assets will be held in one or more accounts maintained for the Funds by its custodian, fund administrator, prime brokers or at other brokers. Such brokers are subject to various laws and regulations in various jurisdictions that are designed to protect their customers in the event of their insolvency. However, the practical effect of

these laws and their application to the Partnership's assets are subject to substantial limitations and uncertainties. Because of the large number of entities and jurisdictions involved and the range of possible scenarios involving the insolvency of a prime broker or any sub-custodians, agents or affiliates, fund administrator it is impossible to generalize about the effect of their insolvency on the Funds and its assets. Investors should assume that the insolvency of any of the prime brokers or such other service providers would result in the loss of all or a substantial portion of the Funds' assets held by or through such prime broker and/or the delay in the payment of redemption proceeds.

Debt Securities

The Funds may invest in bonds or other debt securities including, without limitation, bonds, notes and debentures issued by corporations. Debt securities pay fixed, variable or floating rates of interest. The value of debt securities in which the Funds may invest will change in response to fluctuations in interest rates. In addition, the value of certain debt securities can fluctuate in response to perceptions of creditworthiness, political stability or soundness of economic policies. Debt securities are subject to the risk of the issuer's inability to meet principal and interest payments on its obligations (i.e., credit risk) and are subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity (i.e., market risk). If debt securities are not held to maturity, the Funds may suffer a loss at the time of sale of such securities.

Diversification

The ability of the Funds to diversify its investments will depend on the ultimate size of the Funds relative to the size of the available investment opportunities.

The composition of the investments in the Funds may vary widely from time to time. A lack of diversification may result in the Funds being exposed to economic downturns or other events that have an adverse and disproportionate effect on particular types of security, industry or geography.

Equity Risk

Companies issue equities, or stocks, to help finance their operations and future growth. A company's performance outlook, market activity and the larger economic picture influence its stock price. The value of the Funds is affected by changes in the prices of the stocks it holds. The risks and potential rewards are usually greater for small companies, start-ups, resource companies and companies in emerging markets. Investments that are convertible into equity may also be subject to equity risk. In the case of equity securities which are units of income trusts, described below, the price will vary depending on the sector and underlying asset or business.

Environmental Legislation Risk on Farmland

Under various laws, an Underlying Fund could become liable for the costs of removal or remediation of certain hazardous or toxic substances released on, from or in one or more of the properties or disposed of at any other locations. The failure to remove or remediate such substances, if any, may adversely affect the Underlying Funds ability to sell such property or to borrow using the property as collateral, and could potentially also result in claims against the Underlying Fund by private parties.

Exchange Traded Funds

The Funds may invest in ETFs that seek to provide returns similar to an underlying benchmark such as particular market index or industry sector index. These ETFs may not achieve the same return as a

benchmark index due to differences in the actual weightings of securities held in the ETF versus the weightings in the relevant index, and due to the operating and administrative expenses of the ETF.

ETFs that are traded on an exchange are subject to the following additional risks: (i) an ETF's securities often trade on the exchange at a discount to net asset value of such securities; (ii) an active trading market for an ETF's securities may not develop or be maintained; and (iii) there is no assurance that the ETF will continue to meet the listing requirements of the exchange.

Failure to meet Commitments

The Funds may make a commitment for securities of an Underlying Fund. An Underlying Fund will notify the Funds of capital call amounts from time to time which if not met would adversely impact the performance of the Funds. Failure to meet a capital call may subject the Funds to penalties such as interest penalties, suspension of rights to distribution payments, suspension of rights to participate in the economic benefits of the Underlying Fund or the Funds may be forced to redeem or transfer its units at an unfavourable price. Such factors could adversely affect the value of the Funds.

The Manager may only have one (or limited) opportunities to make a commitment for units of an Underlying Fund. In these instances, and in anticipation of receiving more subscriptions into the Funds on a continuous basis, the Manager may choose to commit a Fund to a larger investment in units of the Underlying Fund than the Fund itself has received in subscriptions at the time of making the commitment. If subsequent subscriptions to a Fund, or distributions from other investments in a Fund, are insufficient to meet subsequent capital calls or ongoing working capital requirements, the Funds may seek to borrow to fund the shortfall. If a shortfall continues to exist despite these efforts, the Funds will be subject to the risks of not meeting capital calls of the Underlying Fund.

Farmland Ownership Risk

An Underlying Fund may be subject to risks associated with the ownership and operation of farmland. More specifically, the Underlying Fund may have exposure to farmer's credit risk. A risk occurs when a farmer fails to meet its obligations to its creditors. The loss of rental payments from farmers and costs of re-leasing could adversely affect the Underlying Fund's cash flows and operating results. In many cases, certain types of losses (generally of a catastrophic nature) are either uninsurable or not economically insurable. Should such a disaster occur the Underlying Fund could suffer a loss that could have a material adverse effect upon its financial condition.

Foreign Investment Risk

The Funds may invest in securities issued by corporations in, or governments of, countries other than Canada. Investing in foreign securities can be beneficial in expanding investment opportunities and increasing portfolio diversification, but there are risks associated with foreign investments, including:

- companies outside of Canada may be subject to different regulations, standards, reporting practices and disclosure requirements than those that apply in Canada;
- the legal systems of some foreign countries may not adequately protect investor rights;
- political, social or economic instability may affect the value of foreign securities;
- foreign governments may make significant changes to tax policies, which could affect the value of foreign securities; and
- foreign governments may impose currency exchange controls that may prevent the Funds from taking money out of the country.

General Economic and Market Conditions

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

Highly Volatile Markets

The prices of financial instruments in which the Funds' assets may be invested can be highly volatile and may be influenced by, among other things, specific corporate developments, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies.

Income Trust Risk

Income trusts generally hold debt and/or equity securities of an underlying active business or are entitled to receive a royalty on revenues generated by such business. If the Funds invest in income trusts such as oil, gas and other commodity-based royalty trusts, real estate investment trusts and pipeline and power trusts, it will have varying degrees of risk depending on the sector and the underlying asset or business of the trust. Returns on income trusts are neither fixed nor guaranteed. Typically, trust securities are more volatile than bonds (corporate and government) and preferred securities. Many of the income trusts that the Funds may invest in are governed by laws of a province of Canada or of a state of the United States which limit the liability of unitholders of the income trust from a particular date. The Funds may, however, also invest in income trusts in Canada, the United States and other countries that do not limit the liability of unitholders. In such cases, there is therefore a risk that unitholders of an income trust, such as the Funds, could be held liable for any claims against the income trust's contractual obligations. Income trusts generally try to minimize this risk by including provisions in their agreements that their obligations will not be personally binding on unitholders. However, the income trust may still have exposure to damage claims not arising from contractual obligations.

Interest Rate Changes

The value of the Funds' investments may fall if market interest rates for government, corporate or high yield credit rise. The value of the Funds that hold fixed income securities will rise and fall as interest rates change. When interest rates fall, the value of an existing bond tends to rise. When interest rates rise, the value of an existing bond tends to fall. The value of debt securities that pay a variable (or floating) rate of interest is generally less sensitive to interest rate changes. The Manager's ability to replace matured variable debt securities at the same or better yield will be impacted by interest rate changes.

Investment and Trading Risks in General

All investments made by the Manager risk the loss of capital. The Manager may utilize investment techniques or instruments which can, in certain circumstances, increase the adverse impact to which the Funds' account may be subject. No guarantee or representation is made that the Funds' investment program will be successful and investment results may vary substantially over time. Many unforeseeable events, including actions by various government agencies and domestic and international economic and political developments may cause sharp market fluctuations which could adversely affect the Funds' portfolio and performance.

Issuer–Specific Changes

The value of an individual security or particular type of security can be more volatile than, and can perform differently from, the market as a whole.

Knowledge of and Dependence on Specialty Investment Managers

The Funds are dependent on the knowledge and expertise of Specialty Investment Managers in connection with the investment products or Underlying Funds managed by the Specialty Investment Managers in which the Funds invests or will invest. There is no certainty that the persons who are currently officers and directors of a Specialty Investment Manager will continue to be officers and directors of the Specialty Investment Manager for an indefinite period of time.

Leverage

The Funds may use financial leverage by borrowing funds against the assets of the Funds. The use of leverage increases the risk to the Funds and subjects the Funds to higher current expenses. Also, if the Funds' portfolio value drops to the loan value or less, investors could sustain a total loss of their investment as potential returns are amplified both to the benefit and detriment of the investors. An investment in the Funds is appropriate only for investors who have the capacity to absorb a loss of some or all of their investment.

In the event that the amount borrowed exceeds 20% of the total assets of the Funds, after giving effect to such borrowing, assets of the Funds will be sold and the amount borrowed reduced to less than 20% of the total asset of the Funds. Such sales may be required to be done at prices which may adversely affect the value of the portfolio and the return to the Funds. The interest expense, banking fees and withholding taxes occurred in respect of the loan facility may exceed the incremental capital gains/losses and income generated by the incremental investment of portfolio securities. In addition, the Funds may not be able to negotiate a loan facility on acceptable terms. There can be no assurance that the borrowing strategy employed by the Funds will enhance returns.

There is a possibility that some of the interest paid on an amount borrowed may not be deductible by the Funds for tax purposes.

Leveraged Nature of Portfolio Companies

The companies in which Underlying Funds (managed by Specialty Investment Managers) invest, employ leverage, some or all of which may be at floating interest rates. The leveraged capital structure of an Underlying Fund's investments will increase the sensitivity of the Underlying Funds' investments to any deterioration in a company's revenues, condition of industry, competitive pressures, an adverse economic environment or rising interest rates. In the event any such Underlying Fund's investments cannot generate adequate cash flow to meet debt service, the Underlying Fund may suffer a partial or total loss of capital investment in the investment, which could adversely affect the investment returns of the Underlying Fund and therefore the Funds.

Limited Sources of Borrowing

The Canadian financial marketplace has a limited number of financial institutions that provide credit to entities such as the Funds. The limited availability of sources of credit may limit the Funds' ability to take advantage of leveraging opportunities to enhance the yield on its investments or may result in the Funds

having to seek credit in foreign jurisdictions or from the Manager or its affiliates.

Liquidity Risk

Under certain market conditions, such as during volatile markets or when trading in a security or market is otherwise impaired, the liquidity of each Fund's portfolio positions may be further reduced. In addition, the Funds may hold large positions with respect to a specific type of financial instrument, which may reduce the Funds' liquidity. During such times, the Funds may be unable to dispose of certain financial instruments, including longer-term financial instruments, which would adversely affect its ability to rebalance its portfolio or to meet redemption requests. In addition, such circumstances may force the Funds to dispose of financial instruments at reduced prices, thereby adversely affecting its performance. If there are other market participants seeking to dispose of similar financial instruments at the same time, the Funds may be unable to sell such financial instruments or prevent losses relating to such financial instruments. In addition, in conjunction with a market downturn, the Funds' counterparties could incur losses of their own, thereby weakening their financial condition and increasing the Funds' exposure to their credit risk.

Options

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

Portfolio Turnover

The Funds have not placed any limits on the rate of portfolio turnover and portfolio securities may be sold without regard to the time they have been held when, in the opinion of the Manager, investment considerations warrant such action. A high rate of portfolio turnover involves correspondingly greater expenses than a lower rate.

Risks Related to the Private Portfolio Investments

The underlying investments of the Funds may consist of smaller and less established enterprises that may be (but not exclusively) at a conceptual or early stage of development or that may have little or no operating history; may offer services or products that are not yet developed or ready to be marketed or that have no established market. Investments in such enterprises may involve greater risks than are generally associated with investments in more established enterprises. Less established enterprises tend to have less capital and fewer resources and, therefore, are often more vulnerable to financial failure.

Use of Derivatives

The Funds may use derivative instruments. The use of derivatives may present additional risks to the Funds. To the extent of the Funds' investment in derivatives it may take a credit risk with respect to parties with whom it trades and may also bear the risk of settlement default. When used for hedging purposes, an imperfect or variable degree of correlation between price movements of the derivative instrument and the underlying investment sought to be hedged may prevent the Funds from achieving the intended hedge effect or expose the Funds to the risk of loss. In addition, derivative instruments may not be liquid at all times, so that in volatile markets the Funds may not be able to close out a position without incurring a loss. Some

derivatives, such as call options, may limit the potential for gain as well as loss. The cost of entering and maintaining derivative positions may reduce returns to investors. No assurance can be given that the use of derivatives, such as the purchase or sale of forward currency agreements or puts and calls and other techniques and strategies that may be utilized by the Funds, will not result in material losses.

The foregoing statement of risks does not purport to be a complete explanation of all the risks involved in purchasing the Units. Potential investors should read this entire Offering Memorandum and consult with their legal, tax and financial advisers before making a decision to invest in the Units.

CORPORATE GOVERNANCE

General

The Manager has the authority to manage and direct the business, operations and affairs of the Funds, subject to applicable law and the Management Agreements. The Manager has established appropriate policies, procedures and guidelines to ensure the proper management of the Funds. The systems implemented monitor and manage the business and sales practices, risks and internal conflicts of interest relating to the Funds while ensuring compliance with regulatory and corporate requirements.

Independent Review Committee

The Manager has appointed an Independent Review Committee ("**IRC**") for the Funds. Although not required to do so, the Manager has voluntarily appointed the IRC to act as an independent review committee for conflict of interest purposes for the Funds.

The members of the IRC are independent of the Manager, the Funds, and entities related to the Manager. The IRC will review conflicts of interest matters relating to the operations of the Funds. The cost associated with the IRC will form part of the operating expenses of the Funds. Each member of the IRC will receive an annual retainer and may receive a fee for each meeting of the IRC attended by the member, and may be reimbursed for reasonable expenses incurred.

The current members of the IRC are David Sharpless, Richard M. White and Simon Lewis and their biographies are as follows:

David Sharpless is the Chairman and CEO of Maverick Inc., a private consulting and investment firm and the CEO of New Carbon Economy Venture Management Inc., a private company which manages a number of investments in "green" technology companies. He is also the Interim CEO and a Director of Verdant Power, Inc., a company developing marine kinetic power technology and a Director and Chairman of the Audit Committee of Micromem Technologies Inc. a CNSX listed company. He was the Chairman of Hunter Keilty Muntz & Beatty Limited, a firm of international insurance brokers based in Toronto and the Vice Chairman of its successor, HKMB Hub International Ltd. Prior to joining Hunter Keilty Muntz & Beatty Limited in 2000, his career spanned more than 25 years as a business lawyer with Blake, Cassels & Graydon and as a senior leader in international finance. Mr. Sharpless also acts as an advisor or sits on the Board of a number of other companies.

Richard M. White is the external advisor to the Boards of Grason International Sourcing Inc. and Soleil Foodservice Limited, distributors of foodservice products throughout Europe, Russia and Asia. He is also a director and CFO of New Carbon Economy Fund1 LP, a private fund investing in "green" technology companies, in Canada. At the time of his retirement, in 2009, he was Senior Vice President, CFO and a Shareholder Partner of Hunter Keilty Muntz & Beatty Limited, Canada's largest privately owned commercial insurance brokerage offering high-level risk management services throughout Canada. Mr.

White still serves as a member of HKMB/Hub International's Industry Council. Prior to joining HKMB in 2001, his career included 30 years' experience in senior roles in telecommunications, manufacturing, server based computing, coin-operated laundry systems and as a Partner at KPMG.

Simon Lewis is a partner in a private investment firm. Previously, he was President & CEO of Royal Mutual Funds (1994-2000), the mutual fund arm of Royal Bank. Mr. Lewis joined Royal Bank when it acquired Royal Trust in 1993 where he had been Vice President and part owner of the firm's mutual fund business. Mr. Lewis played a leadership role in the mutual fund industry as a Board Member of IFIC for several years during the 1990s. Mr. Lewis began his career in the advertising business after studying economics at Queen's University. From 1994-2000 Mr. Lewis was also a member of the Queen's Business School Advisory Board.

Conflicts of Interest

The Manager will not be devoting its time exclusively to the affairs of the Funds. In addition, the Manager will perform similar or different services for others and may sponsor or establish other funds during the same period that it acts in relation to the Funds. Additionally, the Funds may invest in securities or borrow from lenders in which the Manager or its affiliates and associates have a current or previous affiliation. The Manager therefore, will have conflicts of interest in allocating investment opportunities, management time, services and functions among the Funds and such other persons for which it provides services. However, the Manager will undertake to act in a fair and equitable manner as between the Funds and its other clients and at all times the Manager will ensure a fair and equitable allocation of its management time, services, functions and investment opportunities between the Funds and any other such persons it provides services to. Also, the Administrator or other service provider engaged to calculate the Net Asset Value of the Funds may consult from time to time with the Manager, and defer to the Manager who may in turn consult with a Specialty Investment Manager, when valuing a specific security to which the general valuation rules cannot or should not be applied (see "Net Asset Value"). This can create a conflict of interest for the Manager, as the Manager's remuneration is dependent upon the Net Asset Value of the Funds. However, the Manager must discharge its duties according to a standard of care that requires it to act in the best interests of the Funds, and will be held accountable under the applicable Management Agreement if it fails to do so.

A Specialty Investment Manager may enter into an agreement with the Funds and may be entitled to earn a fee for providing services to the Funds and to earn various fees from borrowers on loans under its administration. It will be expected that a Specialty Investment Manager will render its services under an agreement honestly and in good faith and must use reasonable commercial efforts to perform its duties and responsibilities under such an agreement in a conscientious, reasonable and competent manner. However, a Specialty Investment Manager, its directors and officers and its affiliates, may at any time engage in promoting or managing other entities or their investments that may compete directly or indirectly with the Funds. A Specialty Investment Manager may establish other investment vehicles which may involve transactions which conflict with the interests of the Funds.

Whenever a conflict of interest arises between the Funds, on the one hand, and a Specialty Investment Manager on the other hand, the parties involved, in resolving that conflict or determining any action to be taken or not taken, will be entitled to consider the relative interests of all of the parties involved in the conflict or that will be affected by such action, any customary or accepted industry practices, and such other matters as the parties deem appropriate in the circumstances.

The Manager has been engaged to direct the business, operations and affairs of the Funds and will be paid fees for its services as set out herein. In addition, the Manager is a registered dealer participating in the

offering of the Units to its clients for which it may receive an initial sales commission with respect to Series A Units and it will receive a trailing commission with respect to Series A Units.

The Manager, Trustee, General Partner and Mandeville Private Client Inc. are controlled, directly or indirectly, by Michael Lee-Chin. As such, the Funds are "related issuers" and "connected issuers" of the Manager and Mandeville Private Client Inc.

FINANCIAL REPORTING

Financial Statements

The Funds are not reporting issuers for the purpose of applicable securities legislation. The Funds will prepare semi-annual unaudited and annual audited financial statements which will be available at no cost by calling toll-free 1-888-710-4242 or visiting www.portlandic.com.

Language of Documents (Québec residents only)

If a purchaser of the Trust is a resident of or subject to the laws of the province of Québec, the purchaser and the Fund agree that it is their express wish that the subscription agreement as well as all other documents related to it, including notices, shall be drawn up in the English language only.

Les parties aux présentes confirment leur volonté expresse de voir la convention de souscription, même que tous les documents, y compris tous avis, s'y rattachant, rédigés en langue anglaise seulement.

AUDITOR

The auditor of the Funds is KPMG LLP.

STATUTORY RIGHTS OF ACTION AND RESCISSION

Securities legislation in certain of the provinces of Canada provides subscribers with, in addition to any other right they may have at law, rights of rescission or damages, or both, where an offering memorandum and any amendment to it contains a misrepresentation. Generally, a "misrepresentation" is 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.

A purchaser of Units has a statutory right of action in the following offering jurisdictions: Ontario, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island and Saskatchewan. Such rights must be exercised by the subscriber within the time limits prescribed by the applicable securities legislation. **Subscribers should refer to the applicable provisions of the securities legislation of their respective provinces for the complete text of these rights or consult with a legal advisor.**

The rights of action described below are in addition to and without derogation from any other right or remedy available at law to the purchaser and are intended to correspond to the rights against an issuer of securities provided in the relevant securities legislation and are subject to the defences contained therein.

As required by applicable securities laws, a purchaser's statutory rights of action in Ontario, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island and Saskatchewan are

summarized below. The following summaries are subject to the express provisions of the securities laws of the provinces of Canada and the regulations, rules, policies and blanket orders thereunder.

Ontario

Ontario Securities Commission Rule 45-501 provides that when an offering memorandum, such as this Offering Memorandum, is delivered to an investor to whom securities are distributed in reliance upon the "accredited investor" or the "minimum amount investment" prospectus exemption in Section 73.3 of the *Securities Act* (Ontario) (the "**OSA**") (or a predecessor exemption to section 73.3 of the OSA) or Section 2.10 of NI 45-106 *Prospectus Exemptions* ("**NI 45-106**"), respectively, the right of action referred to in Section 130.1 of the OSA ("**Section 130.1**") is applicable unless the prospective purchaser is:

a) a Canadian financial institution, meaning either:
    i. an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act;
    ii. a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction in Canada;
b) a Schedule III bank, meaning an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);
c) The Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada); or
d) a subsidiary of any person referred to in paragraphs (a), (b) or (c), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by the directors of the subsidiary.

Section 130.1 provides purchasers who purchase securities offered by an offering memorandum with a statutory right of action against the issuer of securities and any selling securityholder for rescission or damages in the event that the offering memorandum or any amendment to it contains a misrepresentation, without regard to whether the purchaser relied on the misrepresentation.

In the event that this Offering Memorandum, together with any amendment, is delivered to a prospective purchaser of securities in connection with a trade made in reliance on Section 73.3 of the OSA or 2.10 of NI 45-106, and this Offering Memorandum contains a misrepresentation which was a misrepresentation at the time of purchase of the securities, the purchaser will have a statutory right of action against the Funds and the selling securityholder(s), if any, for damages or, while still the owner of the securities, for rescission, in which case, if the purchaser elects to exercise the right of rescission, the purchaser will have no right of action for damages, provided that:

a) no action shall be commenced more than, 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 in the case of any other action, the earlier of (i) 180 days after the plaintiff 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;
b) the defendant will not be liable if it proves that the purchaser purchased the securities with knowledge of the misrepresentation;

c) the defendant will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied upon;

d) in no case will the amount recoverable exceed the price at which the securities were offered to the purchaser; and

e) the statutory right of action for rescission or damages is in addition to and does not derogate from any other rights or remedies the purchaser may have at law.

This summary is subject to the express provisions of the *Securities Act* (Ontario) and the regulations and rules made under it, and you should refer to the complete text of those provisions.

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 it 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 upon which we or others may rely 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 is deemed to have relied on the misrepresentation, if it was a misrepresentation at the time of purchase, and has a right of action for damages against the individual who made the verbal statement.

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 to it was not sent or delivered prior to or at the same time as the purchaser enters into an agreement to purchase the securities, as required by Section 80.1 of the Saskatchewan Act.

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 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.

Manitoba

If this Offering Memorandum delivered to a purchaser of Units resident in Manitoba contains a misrepresentation and it was a misrepresentation at the time of purchase of Units by such purchaser, the purchaser will be deemed to have relied on such misrepresentation and will have a right of action against the Funds and every person performing a function or occupying a position with respect to the Funds which is similar to that of a director of a company, for damages or against the Funds for rescission, in which case, if the purchaser elects to exercise the right of rescission, the purchaser will have no right of action for damages against the Funds, provided that among other limitations:

a) the Funds will not be liable if it proves that the purchaser purchased the Units with knowledge of the misrepresentation;

b) in the case of an action for damages, the Funds will not be liable for all or any portion of the damages that it proves does not represent the depreciation in value of the Units as a result of the misrepresentation;

c) other than with respect to the Funds, no person or company is liable if the person or company proves:

    a. that this Offering Memorandum was sent to the purchaser without the person's or company's knowledge or consent; and

    b. that, after becoming aware that it was sent, the person or company promptly gave reasonable notice to the Funds that it was sent without the person's or company's knowledge and consent;

d) other than with respect to the Funds, no person or company is liable if the person or company proves that, after becoming aware of the misrepresentation, the person or company withdrew the person's or company's consent to this Offering Memorandum and gave reasonable notice to the Funds of the withdrawal and the reason for it;

e) other than with respect to the Funds, no person or company is liable with respect to any part of this Offering Memorandum not purporting to be made on an expert's authority and not purporting to be a copy of, or an extract from, an expert's report, opinion or statement, unless the person or company:

    a. did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation; or

    b. believed there had been a misrepresentation;

f) in no case will the amount recoverable in any action exceed the price at which the Units were sold to the purchaser; and

g) the right of action for rescission or damages will be exercisable only if the purchaser commences an action to enforce such right, not later than:

h) in the case of an action for rescission, 180 days after the date of purchase of the Units; or

i) in the case of an action for damages, the earlier of (A) 180 days following the date the purchaser first had knowledge of the misrepresentation, and (B) two years after the date of purchase of the Units.

A person or company is not liable in an action for a misrepresentation in forward-looking information if the person or company proves that:

a) this Offering Memorandum contains, proximate to that information,
    a. reasonable cautionary language identifying the forward-looking information as such, and identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection in the forward-looking information, and
    b. a statement of the material factors or assumptions that were applied in drawing a conclusion or making a forecast or projection set out in the forward-looking information; and
b) the person or company had a reasonable basis for drawing the conclusions or making the forecasts and projections set out in the forward-looking information.

If a misrepresentation is contained in a record incorporated by reference in, or is deemed to be incorporated into, this Offering Memorandum, the misrepresentation is deemed to be contained in this Offering Memorandum.

New Brunswick

Section 150(1) of *Securities Act* (New Brunswick) provides that where any information relating to the offering provided to the purchaser of the securities contains a misrepresentation, a purchaser who purchases the 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 the issuer and a selling security holder on whose behalf the distribution is made; or
b) where the purchaser purchased the securities from a person referred to in paragraph (a), the purchaser may elect to exercise a right of rescission against the person, in which case the purchaser shall have no right of action for damages against the person.

This right of action is not available if the purchaser purchased the securities with knowledge of the misrepresentation, and a defendant is not liable for all or any portion of the damages that the defendant proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied on.

An issuer shall not be liable where it is not receiving any proceeds from the distribution of the securities being distributed and the misrepresentation was not based on information provided by the issuer unless the misrepresentation:

a) was based on information that was previously publicly disclosed by the issuer;
b) was a misrepresentation at the time of its previous public disclosure; and
c) was not subsequently publicly corrected or superseded by the issuer before the completion of the distribution of the securities being distributed.

In no case shall the amount recoverable under these rights of action exceed the price at which the securities were offered.

These rights are in addition to and without derogation from any other right the purchaser may have at law.

Newfoundland and Labrador

If this Offering Memorandum, together with any amendment to this Offering Memorandum or any record incorporated by reference in, or considered to be incorporated into this Offering Memorandum contains a misrepresentation and it was a misrepresentation at the time of purchase, a purchaser in Newfoundland and Labrador has, without regard to whether the purchaser relied on the misrepresentation, a right of action for damages against the Funds, and every person performing a function or occupying a position with respect to the Funds which is similar to that of a director of a company at the date of this Offering Memorandum, or, alternatively, while still the owner of the purchased Units, for rescission against the Funds (in which case, if the purchaser elects to exercise the right of rescission, the purchaser will have no right of action for damages), provided that:

a) no person will be liable if the person proves that the purchaser purchased the Units with knowledge of the misrepresentation;
b) no person (other than the Funds) will be liable:
    a. if the person proves that this Offering Memorandum was sent to the purchaser without the person's knowledge or consent and that, on becoming aware of its being sent, the person promptly gave reasonable notice to the Funds that it was sent without the knowledge and consent of the person;
    b. if the person proves that the person, on becoming aware of any misrepresentation in this Offering Memorandum, withdrew the person's consent to this Offering Memorandum and gave reasonable notice to the Funds of the withdrawal and the reason for it; or
    c. with respect to any part of this 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, unless the person (A) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation; or (B) believed that there had been a misrepresentation;
c) in an action for damages, the defendant will not be liable for all or any part of the damages that it proves do not represent the depreciation in value of the Units as a result of the misrepresentation;
d) in no case shall the amount recoverable exceed the price at which the Units were offered to the purchaser under this Offering Memorandum;
e) a person is not liable in an action for a misrepresentation in forward-looking information if the person proves all of the following:
    a. this Offering Memorandum contains, proximate to that information:
        i. reasonable cautionary language identifying the forward-looking information as such, and identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection in the forward-looking information; and
        ii. a statement of the material factors or assumptions that were applied in drawing a conclusion or making a forecast or projection set out in the forward-looking information; and
    b. the person had a reasonable basis for drawing the conclusions or making the forecasts and projections set out in the forward-looking information; and

f) no action shall be started to enforce the foregoing rights:

    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 action, other than an action for rescission, the earlier of: (A) 180 days after the purchaser first had knowledge of the misrepresentation; or (B) three years after the date of the purchase of the Units.

Nova Scotia

Where an offering memorandum or any amendment thereto or any advertising or sales literature (as defined in the *Securities Act* (Nova Scotia)) contains a misrepresentation, a purchaser to whom the offering memorandum has been delivered and who purchases a security referred to therein shall be deemed to have relied upon such misrepresentation if it was a misrepresentation at the time of purchase and the purchaser has the right of action for damages against the issuer or other seller and, subject to certain additional defences, against directors of the seller and persons who have signed the offering memorandum, but may elect to exercise a right of rescission against the seller, in which case he shall have no right of action for damages against the seller, directors of the seller or persons who have signed the offering memorandum, provided that, among other limitations:

a) in an action for rescission or damages, the defendant will not be liable if it proves that the purchaser purchased the security with knowledge of the misrepresentation;

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

c) in no case shall the amount recoverable under the right of action described herein exceed the price at which the security was offered.

In addition no person or company other than the issuer is liable if the person or company proves that:

a) the offering memorandum or the 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 the 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

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 the offering memorandum (1) did not fairly represent the report, opinion or statement of the expert or (2) was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

Furthermore, no person or company other than the issuer is 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 failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation or believed that there had been a misrepresentation.

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

Pursuant to section 146 of the *Securities Act* (Nova Scotia), no action shall be commenced to enforce the right of action conferred by section 138 thereof unless an action is commenced to enforce that right not later than 120 days after the date on which payment was made for the security or after the date on which the initial payment for the security was made where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment.

The right of action for rescission or damages described herein is conferred by section 138 of the *Securities Act* (Nova Scotia) and is in addition to and without derogation from any right the purchaser may have at law.

For the purposes of the *Securities Act* (Nova Scotia) "misrepresentation" means:

a) an untrue statement of material fact; or
b) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

Prince Edward Island

If this Offering Memorandum, together with any amendment to this Offering Memorandum, delivered to a purchaser resident in Prince Edward Island contains a misrepresentation and it was a misrepresentation at the time of purchase, the purchaser has, without regard to whether the purchaser relied on the misrepresentation, a right of action for damages against the Funds, and every person performing a function or occupying a position with respect to the Funds which is similar to that of a director of a company at the date of this Offering Memorandum, or, alternatively, while still the owner of the Units, for rescission against the Funds (in which case, if the purchaser elects to exercise the right of rescission, the purchaser will have no right of action for damages), provided that:

a) no person will be liable if the person proves that the purchased the Units with knowledge of the misrepresentation;
b) no person (other than the Funds) will be liable if it proves that (i) the Offering Memorandum was sent to the purchaser without the person's knowledge or consent and that, on becoming aware of its being sent, the person had promptly given reasonable notice to the Funds that it had been sent without the person's knowledge or consent, or (ii) on becoming aware of the misrepresentation in the Offering Memorandum, the person had withdrawn the person's consent to the Offering Memorandum and gave reasonable notice to the Funds of the withdrawal and the reason for it;
c) no person (other than the Funds) will be liable 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, statement or opinion of an expert, unless the person (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;

d) a person is not liable in an action for a misrepresentation in forward-looking information if:

    a. this Offering Memorandum contains, proximate to that information:

        i. reasonable cautionary language identifying the forward-looking information as such, and identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection in the forward-looking information; and

        ii. a statement of the material factors or assumptions that were applied in drawing a conclusion or making a forecast or projection set out in the forward-looking information; and

    b. the person had a reasonable basis for drawing the conclusions or making the forecasts and projections set out in the forward-looking information;

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

f) in no case shall the amount recoverable exceed the price at which the Units were offered to the purchaser under this Offering Memorandum; and

g) no action shall be commenced to enforce the foregoing rights:

    a. in the case of an action for rescission, more than 180 days after the date of the purchase of Units; or

    b. in the case of any action, other than an action for rescission, the earlier of (i) 180 days after the purchaser first had knowledge of the misrepresentation, or (ii) three years after the date of the purchase of Units.

Portland Global Sustainable Evergreen Fund

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